
PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director *edm*

SUBJECT: California Library Literacy Services Plan of Service for Fiscal Year 1998-99, as submitted to the State Library of California

DATE: November 17, 1998

BACKGROUND:

Attached is a copy of the District's Plan of Service for the California Literacy Campaign Matching Funds Grant Application for Fiscal Year 1998-99.

Filing the Plan of Service with the State Library of California is required in order for the District to become eligible for California Literacy Campaign Matching grant funds.

RECOMMENDATION:

Receive and File

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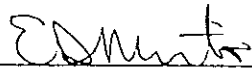
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CLSA California Library Literacy Service

PLAN OF SERVICE ABSTRACT (CLSA-46 page 1)

1. Library Name: Placentia Library District
2. Address: 411 E. Chapman Ave.
Placentia, CA 92370-6198
3. Contact Person: Katie Matas
4. Telephone No. (714) 524-8408 ext. 213
5. Electoral District(s): Assembly: 72
State Senate: 33
6. # of literacy FTE .5
7. Principal Outcomes:

	<u>Goals</u>
Number of Adult Learners To Be Served	<u>145</u>
Number of Tutors To Be Trained	<u>80</u>
Number of Library Branches To Be Included	<u>NA</u>
8. Proposed Program Operating Budget

CLSA Request:	\$ <u>8,872</u>
Other Revenues:	\$ <u>38,486</u>
TOTAL:	\$ <u>47,358</u>
9. Signature 
Library Director
10. Date: 10-22-98

CLSA Program Budget Request for California Library Literacy Service Programs
 Fiscal Year 1998/99

Placentia Library District

Name of Library

E. Minter

Library Director Signature

10-28-98

Date

Budget Categories	(a) CLSA Budget Request	(b) Other Budget	(c) Total Estimated Yearly Budget (a + b)	Approved CLSA Budget (Completed by CLSA)
				Dr. Kevin Starr
1. Personnel (Inc. Benefits)	1,800	32,475	34,275	
2. Library Materials	-0-	1,000	1,000	
3. Operations Total (3a-3g)	6,772	5,011	11,733	
3a. Contract Services	-0-	1,000	1,000	
3b. Travel	-0-	1,900	1,900	
3c. Office Supplies	1,000	800	1,800	
3d. Printing	2,660	340	3,000	
3e. Instructional Resources	912	171	1,083	
3f. Communications	2,200	800	3,000	
3g. Other	-0-	-0-	-0-	
4. Equipment	-0-	-0-	-0-	
5. Indirect	300	-0-	300	
6. TOTAL	8,872	38,486	47,358	

CLLS Plan of Service Narrative, Matching Funds

Library Name Placentia Library District

Use this page and additional pages as needed to describe how your library will use the CLSA matching funds for the California Library Literacy Services requested for Fiscal Year 1998/99.

1. Recruiting adult learners

Overall objective: Recruit 70 new adult learners during FY 1998/99.

- A. Encourage referrals through local human service providers at the monthly meetings of the Placentia Community Service Organization Network.
- B. Encourage learner-to-learner referrals.
- C. Distribute flyers to local employers to encourage learner referrals.
- D. Encourage workplace literacy referrals through articles in Chamber of Commerce and Rotary Club newsletters.
- E. Keep the Southern California Library Literacy Network (SCLLN) informed of PLLS services and continue to cooperate in mutual referrals.

2. Recruiting volunteers

Overall objective: Recruit 80 volunteer tutors and a minimum of 15 other volunteers to support program operations (tutor training, intake and assessment, referral, tutor/learner support activities, etc.) during FY 1998/99.

- A. Continue listing tutor training workshops in the North Orange County Community College District Continuing Education Class Schedule.
- B. Continue use of local cable station, flyers, and library activity calendar to encourage library patrons to volunteer for PLLS.
- C. Update volunteer job descriptions with Volunteer Center of Orange County and continue to accept referrals of volunteers from that agency.
- D. List tutor training workshops in Placentia Quarterly.
- E. Distribute flyers to local employers to recruit volunteers.

3. Training

Overall objectives: Train 80 new tutors in learner centered approach of teaching basic skills; train a minimum of 15 other volunteers to assist in implementation of program goals during FY 1998/99.

- A. In conjunction with the North Orange County Community College District, conduct 4 tutor training workshops: July, October, January, and April.
- B. Conduct tester's training and training in office procedures as needed.
- C. Conduct group and individual training for tutors and learners as needed in use of literacy computers.

4. Matching

Overall objectives: Match 80 trained tutors with adult learners, and match 15 trained volunteers to specific jobs within PLLS during FY 1998/99.

- A. Continue current strategy of matching tutors and learners on basis of compatible schedules, geographic proximity, expressed preferences of tutor/learner, and similarity of interests wherever possible. Information for matching is gathered from intake forms (both tutor and learner), interviews/conversation (both), learner assessment, and observation of tutors in workshop.
- B. Attempt to match each student with a tutor within 60 days of the student's application.
- C. Circulate specific job descriptions for each volunteer position to the Volunteer Center of Orange County, Placentia Quarterly, at volunteer recruitment events (CSUF Internship Day, Placentia Open House) and tutor workshops. Interview applicants before matching.

5. Support of learners and tutors

Overall objectives: Increase tutor participation in tutor support activities to 75% and involve a minimum of 15% of adult learners in learner support activities during FY 1998/99.

- A. Conduct 3 continuing education events for tutors during the year: August, September, and January.
- B. Keep tutors informed of literacy related inservice training opportunities sponsored by other agencies, including OTAN.
- C. Distribute "Tutor Exchange" (SCLLN tutor newsletter) to tutors.
- D. Encourage tutors to participate in continuing education opportunities through written and telephone contact.
- E. Purchase support materials: books, workbooks, books-on-tape, magazines, newspapers, and computer software.
- F. Participate in the Friends of the Library annual recognition event in April.

6. Communications

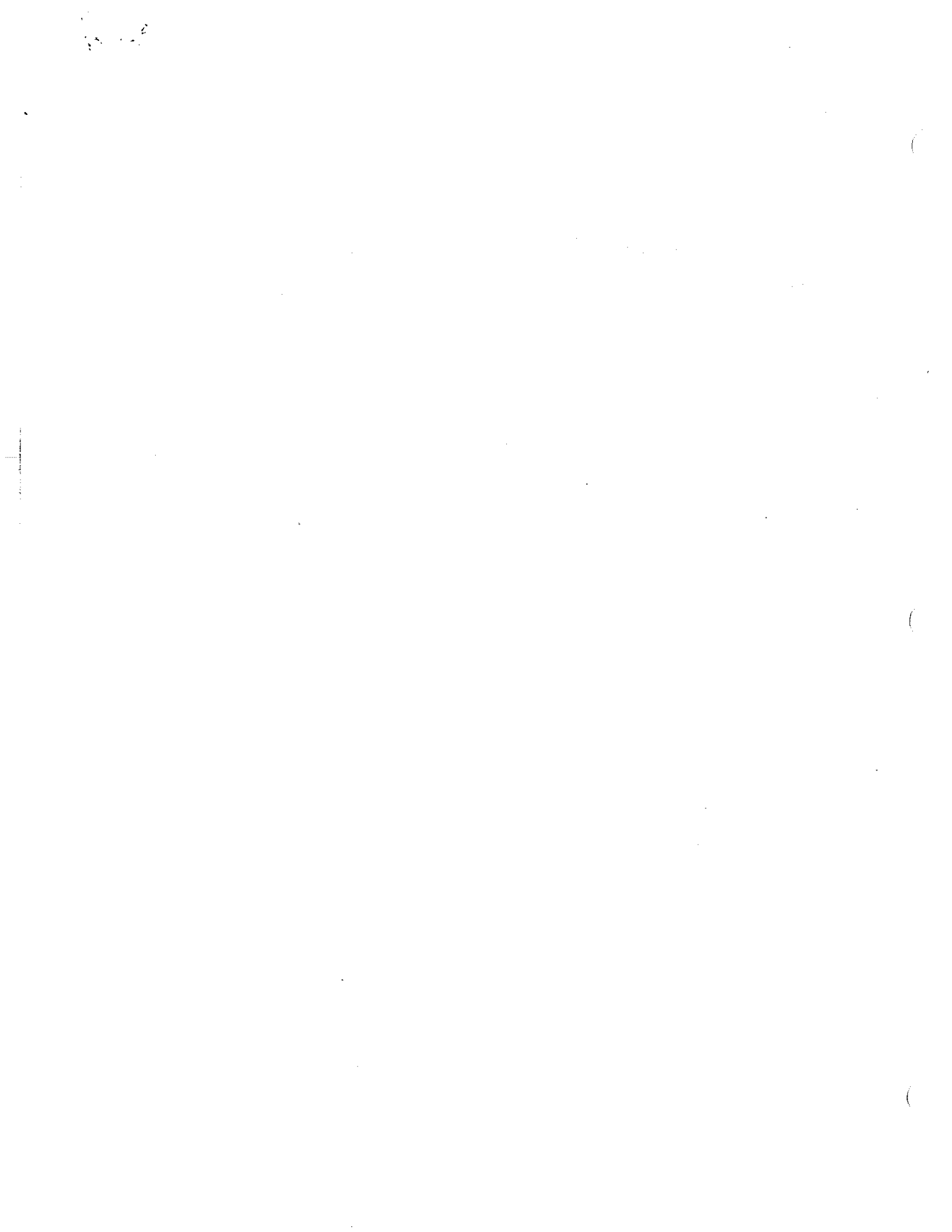
Overall objective: Provide community visibility to support tutor/learner recruitment objectives during FY 1998/99.

- A. Participate in local events: Taste of Placentia (July), Chamber of Commerce Business Expo (May), Placentia City Open House (May).
- B. Submit regular press releases regarding PLLS events and participant accomplishments.
- C. Provide speakers to local service groups and other organizations.
- D. Participate in joint media ventures with SCLLN.

7. Planning and evaluation

Overall objectives: Obtain information regarding program efficacy to use in planning during FY 1998/99.

- A. Monitor number of matches, tutoring hours and other volunteer hours through monthly reports completed by volunteers and by telephone contact. Compile in a monthly report for Placentia Library Board of Trustees.
- B. CALPEP Semi-Annual reports will provide information on learner progress, along with overall progress toward program goals.
- C. Participants will evaluate individual tutor workshops and tutor/learner support events as they occur.



PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director *edm*

SUBJECT: California Library Literacy Services 1st Quarter Report for Fiscal Year 1998-99, as submitted to the State Library of California

DATE: November 17, 1998

BACKGROUND:

Attached is a copy of the District's 1st Quarter Report to the State Library of California for the California Literacy Campaign Matching Funds Grant for Fiscal Year 1999-99.

Filing this report is required in order for the District to remain eligible for future California Literacy Campaign Matching Grants.

RECOMMENDATION:

Receive and File



CALIFORNIA LIBRARY LITERACY SERVICE
Adult Learner Activity Report (Fiscal Year 1998/99)

Placentia Library District _____ 1st Quarter _____ 2nd Quarter
 Name of Library July-September October-December

_____ 3rd Quarter _____ 4th Quarter
 January-March April-June

Instructions:

1. Submit one original plus one copy of this report with other reports required.
2. Send to: Budget Office-Literacy, California State Library, PO Box 942837, Sacramento, CA 94237-0001

QUARTERLY SUMMARY			TOTAL
1. Adult Learners receiving instruction at beginning of quarter (Same as #8 from last quarter's AL report)	1.		61
2. Adult Learners who began during quarter	2.		6
3. Adult Learners who left during quarter			
a. Learners who met goal	3a.	2	
b. Learners who became physically inaccessible this quarter	3b.	4	
c. Learners who left program for other reasons	3c.	14	
d. Learners who left program WITHOUT notification *	3d.	0	
e. TOTAL (Sum of items #3a thru #3d)	3e.		20
4. Adult Learners who received instruction during the quarter (#1 plus #2 minus #3d)	4.		67
5. Adult Learners referred to other programs (never instructed) this quarter	5.		3

CUMULATIVE SUMMARY			TOTAL
6. Cumulative total adult learners who received instruction this fiscal year-to-date (1st quarter = #4 above) (2nd, 3rd, & 4th quarters = #2 above plus #6 from previous quarter)	6.		67
7. Cumulative total adult learners referred to other programs this fiscal year-to-date (1st quarter = #5 above) (2nd, 3rd, & 4th quarters = #5 above plus #7 from previous quarter)	7.		3

END OF QUARTER STATUS			TOTAL
8. Adult Learners receiving instruction at the end of quarter (#1 plus #2 minus #3e)	8.		47
9. Prospective Adult Learners awaiting instruction at end of quarter	9.		20

Reminder: BE SURE you use 3d to calculate line 4!

Adult Learner Activity Report (continued)...

Characteristics of Adult Learners receiving instruction at end of quarter.

*** BE SURE that TOTALS for ethnicity, age, and gender EACH equal item #8 on previous page.***

10. Ethnicity	Asian	Black	Hispanic	Native American	Pacific Islander	White	Other	Unknown	TOTAL
	13	0	25	0	0	6	1	2	47

11. Age Distribution	16-19	20-29	30-39	40-49	50-59	60-69	70+	Unknown	TOTAL
	0	6	18	10	9	1	2	1	47

12. Gender	Male	Female	Not Specified	TOTAL
	16	31	0	47

Double Check:

Do Items #10, #11, & #12 = #8 on
previous page?

Placentia Library District
Name of Library

K. Matas
Signature of person submitting this report

Literacy Coordinator
Title

10/22/98
Date

Katie Matas
Contact Person

Literacy Coordinator
Title

(714) 524-8408 ext. 213
Phone

CALIFORNIA LIBRARY LITERACY SERVICE Agenda Item 27
 Tutor Activity Report (Fiscal Year 1998/99) Attachment A
Page 3

Placentia Library District _____ 1st Quarter _____ 2nd Quarter
 Name of Library July-September October-December
 _____ 3rd Quarter _____ 4th Quarter
 January-March April-June

Instructions:

1. Submit one original plus one copy of this report with other reports required.
2. Send to: Budget Office-Literacy, California State Library, PO Box 942837, Sacramento, CA 94237-0001

QUARTERLY SUMMARY			TOTAL
1. Tutors instructing at beginning of quarter (Same as #9 from last quarter's Tutor report)			1. 53
2. Tutors who began instructing during quarter			2. 5
3. Tutors who left during quarter			
a. Tutors who left with notification	3a.	16	
b. Tutors who left WITHOUT notification	3b.	0	
c. TOTAL tutors who left (Sum of items #3a and #3b)	3c.		16
4. Total tutors who instructed during quarter (#1 plus #2 minus #3b (without notification only)) *			4. 58
. Number of tutors trained during quarter			5. 7
6. Number of pre-service tutor workshops offered during quarter			6. 1

CUMULATIVE SUMMARY			TOTAL
7. Cumulative total tutors who instructed this fiscal year-to-date (1st quarter = #4 above) (2nd, 3rd, & 4th quarters = #2 above plus #7 from previous quarter)			7. 58
8. Cumulative total tutors trained this fiscal year-to-date (1st quarter = #5 above) (2nd, 3rd, & 4th quarters = #5 above plus #8 from previous quarter)			8. 7

END OF QUARTER STATUS			TOTAL
9. Tutors instructing at end of quarter (#1 plus #2 minus #3c)			9. 42
10. Prospective tutors awaiting training/matching at end of quarter			10. 9

* Reminder: BE SURE you use 3b to calculate line 4!

Tutor Activity Report (continued)...

Characteristics of tutors receiving instruction at end of quarter.

*** BE SURE that TOTALS for ethnicity, age, and gender EACH equal item #9 on previous page.***

11. Ethnicity	Asian	Black	Hispanic	Native American	Pacific Islander	White	Other	Unknown	TOTAL
	6	0	3	1	0	32	0	0	42

12. Age Distribution	16-19	20-29	30-39	40-49	50-59	60-69	70+	Unknown	TOTAL
	0	5	2	13	9	9	4	0	42

13. Gender	Male	Female	Not Specified	TOTAL
	7	35		42

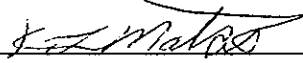
Double Check:

Do Items #11, #12 & #13 = #9 on previous page?

14a. Number of library branches used for literacy instruction during quarter	3
14b. Number of additional sites used for literacy instruction during quarter	15

Legislative districts in which instruction occurred during quarter
a: State Assembly District #(s): <u>72</u>
b: State Senate District #(s): <u>33</u>
c: U.S. Congressional District #(s): <u>39, 41</u>

Placentia Library District
Name of Library


Signature of person submitting this report

Literacy Coordinator 10/22/98
Title Date

Katie Matas
Contact Person

Literacy Coordinator (714) 524-8408 ext. 213
Title Phone

CALIFORNIA LIBRARY LITERACY SERVICE
Quarterly Narrative Report

Agenda Item 27
Attachment A
Page 5

Fiscal Year: 1998/99

Placentia Library District
Name of Library

X 1st Quarter (July-September)
 3rd Quarter (January-March)

 2nd Quarter (October-December)
 4th Quarter (April-June)

Instructions:

1. Prepare one original and one copy of this report.
2. Send to: Budget Office-Literacy, California State Library, PO Box 942837, Sacramento CA 94237-0001

The State Library is interested in the areas of your program that you find most significant. This includes both successful and unsuccessful events, methods, materials and other components.

In approximately one page, please provide a narrative that addresses the following:

Describe the significant successes you have had in your literacy services this quarter. Examples are public communications activities; new instructional approaches/materials/techniques; tutor training or other staff development activities; new reader involvement in literacy activities; and other activities that you want to share. In addition, let us know any problems, challenges and unresolved issues that have developed or continue this quarter, and how you will address them.

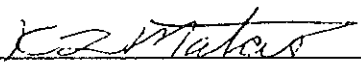
(Attach additional pages as needed, but please be brief)

The focus this quarter was on tutor training. In addition to the 15-hour tutor training workshop, the first of two supplemental tutor training workshops was offered this quarter. The second supplemental workshop will take place next quarter. The 1 ½ hour workshops feature Meg Schofield's Tutoring Techniques videos.

This quarter marked the end of our administration of the CASAS Basic Citizenship Skills Examination. The Immigration and Naturalization Service stopped all outside testing as of August 31, 1998. In the three years PLLS offered the exam, 525 people took the exam.

The North Orange County Community College District established a literacy program for their students who need to strengthen their literacy skills. The new director for the program came to PLLS to see what materials were used by the library tutors and learners.

The biggest challenge continues to be recruiting tutors for the ever-growing list of students. The city newsletter and the college class schedule continue to be the most effective recruitment tools.


Signature of person who prepared this report

 Check here if you would like this
information shared with others

Katie Matas
Printed name

(714) 524-8408 ext. 213 / placentialit@otan.dni.us
Telephone / email

CALIFORNIA LIBRARY LITERACY SERVICE
 Quarterly Financial Report (Fiscal Year 1998-1999)

Placentia Library District
 Name Of Library
 x 1st Quarter July-September 2nd Quarter October-December 3rd Quarter January-March 4th Quarter April-June

Instructions:
 1. Submit one original plus one copy of this report with other reports required.
 2. Send to: Budget Office - Literacy, California State Library, PO BOX 942837, Sacramento, CA 94237-0001

BUDGET CATEGORIES	BUDGET			EXPEND. THIS QTR.		EXPENDITURES YEAR-TO-DATE		
	(a) Approved CLSA	(b) Other*	(c) Total for Year (a+b)	(d) CLSA	(e) Other	(f) CLSA	(g) Other	(h) TOTAL EXPENDITURES (f+g)
1. Personnel				-0-	6,747	-0-	6,747	6,747
2. Library Materials				-0-	9	-0-	9	9
3. Operations				-0-	151	-0-	151	151
4. Equipment				-0-	-0-	-0-	-0-	-0-
5. Indirect				-0-	-0-	-0-	-0-	-0-
6. Total				-0-	6907	-0-	6907	6907

"OPERATIONS" DETAIL	BUDGET			EXPEND. THIS QTR.		EXPENDITURES YEAR-TO-DATE		
	(a) Approved CLSA	(b) Other*	(c) TOTAL For Year (a+b)	(d) CLSA	(e) Other	(f) CLSA	(g) Other	(h) TOTAL Expenditures (f+g)
3a. Contract Services				-0-	-0-	-0-	-0-	-0-
3b. Travel				-0-	95	-0-	95	95
3c. Office Supplies				-0-	16	-0-	16	16
3d. Printing				-0-	-0-	-0-	-0-	-0-
3e. Instr. Resources				-0-	-0-	-0-	-0-	-0-
3r. Communications				-0-	40	-0-	40	40
3g. Other				-0-	-0-	-0-	-0-	-0-
TOTAL				-0-	151	-0-	151	151

Signature of Representative of Fiscal
 Elizabeth D. Minter
 Library Director
 10/21/98

Title
 Charlene Dumitru
 Contact Person
 Admin. Ass't. (714) 528-1906, ext. 202

Title
 Phone

CALIFORNIA LIBRARY LITERACY SERVICE
In-kind Resource Development (Fiscal Year 1998/99)

Placentia Library District _____
 Name of Library _____

1st Quarter
 July-September

2nd Quarter
 October-December

3rd Quarter
 January-March

4th Quarter
 April-June

Instructions:

- Submit one original plus one copy of this report with other reports required.
- Send to: Budget Office-Literacy, California State Library, PO BOX 942837, Sacramento, CA 94237-0001

1. IN-KIND SERVICES (In Dollar Equivalents)	Church/ Service Groups	Business	Education	County/ Municipal	Foundation	Other	This Qtr's Total Resources	TOTAL YEAR-TO- DATE	This Year's Goals
a) Space	\$0	\$0	\$0	\$210	\$0	\$0	\$210	\$210	\$2,000
b) Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
c) Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
d) Printing	\$0	\$0	\$0	\$130	\$0	\$0	\$130	\$130	\$1,000
e) Professional Services	\$0	\$0	\$450	\$0	\$0	\$0	\$450	\$450	\$2,000
f) Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
COLUMN TOTALS FOR QTR	\$0	\$0	\$450	\$340	\$0	\$0	\$790		
COLUMN TOTALS FOR YTD	\$0	\$0	\$450	\$340	\$0	\$0	\$790	\$790	
	\$0	\$0	\$450	\$340	\$0	\$0			
									GRAND TOTAL

COMMENTS: DOUBLE CHECK: THE SUM OF LINE 'QTR' AND 'YTD' GRAND TOTALS MUST EQUAL THE SUM OF COLUMN 'QTR' AND 'YTD' TOTALS.

2. VOLUNTEER HOURS	THIS QTR	YTD	GOALS
a) Literacy Instruction	673	673	4,000
b) Talent/Support Services	327	327	2,000

Katie Matas
 Contact Person
Literacy Coordinator
 Title
 (714) 524-8408 ext. 213
 Telephone Number
Katie Matas
 Signature of Person Submitting Report
Literacy Coordinator 10/22/98
 Title Date



PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Elizabeth D. Minter, Library Director *EDM*
SUBJECT: Minutes of the Placentia Civic Center Authority Commission of October 20, 1998, and the Financial Statements and Audit for Fiscal Year 1997-98 as prepared by Diehl, Evans & Company, LLP, CPA
DATE: November 17, 1998

BACKGROUND:

The Annual Meeting of the Placentia Civic Center Authority Commission was held on October 20, 1998. Library District Representative Sandra Stark and Library Director Elizabeth Minter attended. Library Representative Ray Evans was absent.

The Report on Audit of Financial Statements for the year ended June 30, 1998, as prepared by Diehl, Evans & Company, LLP, CPA is Attachment A.

The Minutes for the October 20, 1998, Meeting are Attachment B.

RECOMMENDATION:

Receive & File

PLACENTIA CIVIC CENTER AUTHORITY

FINANCIAL STATEMENTS

**WITH REPORT ON AUDIT BY CERTIFIED
PUBLIC ACCOUNTANTS**

JUNE 30, 1998

TABLE OF CONTENTS

June 30, 1998

	<u>Page Number</u>
Independent Auditors' Report	1
Combined Balance Sheet - All Governmental Fund Types and Account Group	2
Combined Statement of Revenues, Expenditures and Changes in Fund Balances - All Governmental Fund Types	3
Notes to Financial Statements	4 - 8
Supplementary Information:	
Combining Balance Sheet - All Debt Service Funds	9
Combining Statement of Revenues, Expenditures and Changes in Fund Balances - All Debt Service Funds	10
<u>Series A Bonds:</u>	
Combined Balance Sheet - All Governmental Fund Types and Account Group	11
Combined Statement of Revenues, Expenditures and Changes in Fund Balances - All Governmental Fund Types	12
<u>Series B Bonds:</u>	
Combined Balance Sheet - All Governmental Fund Types and Account Group	13
Combined Statement of Revenues, Expenditures and Changes in Fund Balances - All Governmental Fund Types	14
Statistical Information:	
Insurance Coverage	15



DIEHL, EVANS & COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

A PARTNERSHIP INCLUDING ACCOUNTANCY CORPORATIONS

2121 ALTON PARKWAY, SUITE 100
IRVINE, CALIFORNIA 92606-4906
(949) 757-7700 • FAX (949) 757-2707

Agenda Item 28
Attachment A

Page 3 of 19

* RODNEY K. MEDANIEL, CPA
* MICHAEL R. LUDIN, CPA
* CRAIG W. SPRAKER, CPA
* NITIN P. PATEL, CPA
* PHILIP H. HOLTkamp, CPA
* THOMAS M. PERLOWSKI, CPA
* HARVEY J. SCHROEDER, CPA
* A PROFESSIONAL CORPORATION

August 25, 1998

INDEPENDENT AUDITORS' REPORT

Governing Board
Placentia Civic Center Authority
Placentia, California

We have audited the accompanying combined financial statements of the Placentia Civic Center Authority as of, and for the year ended, June 30, 1998. These financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Placentia Civic Center Authority as of June 30, 1998, and the results of its operations for the year then ended in conformity with generally accepted accounting principles.

Our audit was made for the purpose of forming an opinion on the combined financial statements taken as a whole. The supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the combined financial statements of the Placentia Civic Center Authority. Such information has been subjected to the auditing procedures applied in the audit of the combined financial statements and, in our opinion, is fairly stated in all material respects in relation to the combined financial statements taken as a whole.

The statistical information on page 15 is not a required part of the combined financial statements or supplementary information. We did not audit or apply limited procedures to such information and do not express any assurance on such information.

Diehl, Evans and Company, LLP

-1-

OTHER OFFICES AT:

2965 ROOSEVELT STREET
CARLSBAD, CALIFORNIA 92008-2389
(760) 729-2343 • FAX (760) 729-2234

613 W. VALLEY PARKWAY, SUITE 330
ESCONDIDO, CALIFORNIA 92025-2598
(760) 741-3141 • FAX (760) 741-9890

PLACENTIA CIVIC CENTER AUTHORITY

COMBINED BALANCE SHEET
ALL GOVERNMENTAL FUND TYPES AND ACCOUNT GROUP

Agenda Item 28
Attachment A
Page 4 of 19

June 30, 1998

	Governmental Fund Types			Account Group	Totals (Memorandum Only)
	Revenue	Working Capital	Debt Service	Lease Payments Receivable and Bonds Payable	
ASSETS					
Investments held by trustee (Note 3)	\$ 177,790	\$ 5,940	\$ 133,776	\$ -	\$ 317,506
Accrued interest receivable	2,296	15	1,726	-	4,037
Due from other funds	-	-	112,500	-	112,500
Lease payments receivable (Note 2)	-	-	-	748,903	748,903
Unearned lease finance charges (Note 1b)	-	-	-	(114,728)	(114,728)
Amounts available for debt service	-	-	-	175,825	175,825
TOTAL ASSETS	\$ 180,086	\$ 5,955	\$ 248,002	\$ 810,000	\$ 1,244,043
LIABILITIES AND FUND BALANCES					
LIABILITIES:					
Revenue bonds payable (Note 4)	\$ -	\$ -	\$ -	\$ 810,000	\$ 810,000
Due to other funds	107,498	-	5,002	-	112,500
TOTAL LIABILITIES	107,498	-	5,002	810,000	922,500
FUND BALANCES (NOTE 5):					
Reserve for debt service	63,325	-	112,500	-	175,825
Reserve for bond reserve	-	-	130,500	-	130,500
Reserve for working capital	-	2,000	-	-	2,000
Unreserved	9,263	3,955	-	-	13,218
TOTAL FUND BALANCES	72,588	5,955	243,000	-	321,543
TOTAL LIABILITIES AND FUND BALANCES	\$ 180,086	\$ 5,955	\$ 248,002	\$ 810,000	\$ 1,244,043

See independent auditors' report and notes to financial statements.

PLACENTIA CIVIC CENTER AUTHORITY

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES

Agenda Item 28
Attachment A
Page 5 of 19

For the year ended June 30, 1998

	Revenue	Working Capital	Debt Service	Totals (Memorandum Only)
REVENUES:				
Lease payments received - finance charges	\$ 51,817	\$ -	\$ -	\$ 51,817
Interest on investments	7,157	174	6,898	14,229
TOTAL REVENUES	58,974	174	6,898	66,046
EXPENDITURES:				
Interest	-	-	51,817	51,817
Bond principal payment	-	-	220,000	220,000
TOTAL EXPENDITURES	-	-	271,817	271,817
OTHER FINANCING SOURCES (USES):				
Lease payments received - principal	195,582	-	-	195,582
Operating transfers in	6,898	-	274,317	281,215
Operating transfers out	(274,317)	-	(6,898)	(281,215)
TOTAL OTHER FINANCING SOURCES (USES)	(71,837)	-	267,419	195,582
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(12,863)	174	2,500	(10,189)
FUND BALANCES - JULY 1, 1997	85,451	5,781	240,500	331,732
FUND BALANCES - JUNE 30, 1998	\$ 72,588	\$ 5,955	\$ 243,000	\$ 321,543

See independent auditors' report and notes to financial statements.

June 30, 1998

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

- a. The financial statements have been prepared on the modified accrual basis. Revenues are recognized when they become measurable and available. Expenditures are recorded when the related liability is incurred, except that prepaid expenses are not recorded and interest and principal on long-term debt are recorded as expenditures when due.
- b. The lease of the facilities to the City and Library District has been accounted for as a direct financing lease, whereby the long-term lease has been treated as a sale of the facilities to the City and Library District and the original lease payments receivable represented the selling price. Finance charges included in the lease payments are taken into revenue each year as earned on a declining balance method over the life of the lease.
- c. Investments in U.S. Government securities are stated at cost which does not materially differ from fair value required to be reported by, Statement Number 31 of the Governmental Accounting Standards Board, "Accounting and Financial Reporting for Certain Investments and for External Investment Pools". (See Note 3).
- d. The accounts of the Authority are organized on the basis of funds and account groups as follows:

Revenue Funds - account for lease payments received. Funds required for administrative expense or debt service funds are transferred from this fund in compliance with provisions of the bond indenture.

Working Capital Funds - account for trustee fees or other expenses other than debt service. Expenditures are to be replenished by transfers from the Revenue Fund.

Debt Service Funds - account for the accumulation and holding of resources for, and the payment of, bonds and interest when due. Revenue sources are transfers from the Revenue Fund and interest earned on investments.

Account Group - accounts for the balance due on lease payments receivable and the outstanding principal of long-term debt.

See independent auditors' report.

NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

June 30, 1998

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

- e. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that effect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.
- f. The total columns on the combined financial statements are captioned "Memorandum Only" to indicate that they are presented only to facilitate financial analysis. Data in these columns do not represent consolidated financial information.

2. HISTORY AND ORGANIZATION:

The Placentia Civic Center Authority (the Authority) was organized May 22, 1972 under a joint exercise of powers agreement between the City of Placentia (the City) and the Placentia Library District (the Library District), for the purpose of financing and constructing a new civic center building for lease to the City and a library building for lease to the Library District. The joint exercise of powers agreement establishing the Authority is effective for forty years from May 22, 1972 and provides that at the end of the term all real and personal property shall vest in the respective parties which lease the property to the Authority, and that any surplus money shall be returned to the City and the Library District in proportion to the contributions made by each.

The Authority leased the civic center site from the City and the library site from the Library District on March 1, 1973 for the sum of \$1 each paid in advance representing the rent for the full term of the leases. The site leases will terminate at the end of the subleases.

On March 1, 1973, the Authority entered into subleases with the City and the Library District under the terms of which the Authority agreed to construct the above-mentioned facilities and lease them back to the City and the Library District for semiannual rental payments of \$94,600 and \$35,900 respectively, payable in advance each March 1 and September 1 starting in 1975. The subleases will terminate on February 28, 2011 or such earlier time as all debts of the Authority are paid in full. The City and the Library District also agreed to pay as additional rent, all taxes, assessments, insurance premiums, and administrative costs of the Authority. The expenses of maintenance and operation shall be paid 61.2% by the City and 38.8% by the Library District.

See independent auditors' report.

NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

June 30, 1998

3. CASH AND INVESTMENTS:

The following disclosures are made in accordance with Statement No. 3 of the Governmental Accounting Standards Board.

Cash and Investments at June 30, 1998 were held by the trustee and consisted of the following:

	<u>Cost</u>	<u>Fair Value</u>
Deposits:		
Money Market Funds	\$ 8,380	\$ 8,380
Investments:		
U.S. Treasury Bills	<u>309,126</u>	<u>309,103</u>
Total Cash and Investments	<u>\$ 317,506</u>	<u>\$ 317,483</u>

Authorized Investments:

Per Section 7.02 of the bond indenture, moneys in the hands of the trustee may be held in time or demand deposits which are fully secured as required by law for public deposits. Per Section 7.03 of the bond indenture, moneys may also be invested in any security in which the Authority may legally invest.

Classification of Cash and Investments by Credit Risk:

Deposits:

Category 1

Deposits which are insured by the FDIC \$ 8,380

Investments:

Category 2

Investments which are uninsured, where the investments are acquired through a financial institution's trading department and held in the same financial institution's trust department and recorded in the Authority's name in the records of the financial institution.

309,126
\$ 317,506

See independent auditors' report.

NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

June 30, 1998

4. REVENUE BONDS PAYABLE:

To provide funds for the construction of the city hall, the Authority sold \$2,495,000 principal amount of Series A Revenue Bonds, with interest ranging from 5.2% to 7%. To provide funds for the construction of the library, the Authority sold \$1,000,000 principal amount of Series B Revenue Bonds, with interest ranging from 5.3% to 7%. The bonds were issued under a trust indenture with the United California Bank as trustee, with BYN Western Trust Company as successor trustee. The Series A Bonds mature serially from October 1, 1975 to October 1, 1999, in amounts ranging from \$45,000 to \$200,000. The Series B bonds mature serially from October 1, 1975 to October 1, 2004, in amounts ranging from \$10,000 to \$75,000. Bonds maturing on or after October 1, 1986 (Series A) or on or after October 1, 1990 (Series B) are subject to call in whole or in part on October 1, 1985, or on any interest payment date thereafter, at the option of the Authority at prices ranging from 100.25% to 104% of the principal amount of the bond.

Changes in revenue bonds payable for the year ended June 30, 1998 were as follows:

Balance, July 1, 1997	\$ 1,030,000
Principal payments	<u>220,000</u>
Balance, June 30, 1998	<u>\$ 810,000</u>

Future debt service requirements are as follows:

Year Ending June 30	Principal		Interest		Total
	Series A	Series B	Series A	Series B	
1999	\$ 175,000	\$ 50,000	\$ 16,100	\$ 23,345	\$ 264,445
2000	200,000	55,000	5,600	20,378	280,978
2001	-	60,000	-	17,100	77,100
2002	-	60,000	-	13,680	73,680
2003	-	65,000	-	10,118	75,118
2004 -2005	<u>-</u>	<u>145,000</u>	<u>-</u>	<u>8,407</u>	<u>153,407</u>
	<u>\$ 375,000</u>	<u>\$ 435,000</u>	<u>\$ 21,700</u>	<u>\$ 93,028</u>	<u>\$ 924,728</u>

See independent auditors' report.

NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

June 30, 1998

5. FUND BALANCES:

Per section 5.02 of the bond indentures, excess moneys from the Revenue Fund are to be transferred to the Debt Service Reserve Fund to the extent necessary to maintain a fund balance equal to at least one-half the annual rental payment required from the City and the Library District. Any money in excess of the reserve requirement in the Debt Service Reserve Funds is to be transferred to the Revenue Funds and may be used for early redemption of bonds, changes, alterations or additions to the Project or to reimburse the City and the Library District for base or additional rent previously paid. For the year ended June 30, 1998, the Library District's rental payments were reduced by \$5,541 of excess funds.

See independent auditors' report.

SUPPLEMENTARY INFORMATION

PLACENTIA CIVIC CENTER AUTHORITY

COMBINING BALANCE SHEET
ALL DEBT SERVICE FUNDS

Agenda Item 28
Attachment A
Page 12 of 19

June 30, 1998

	Series A Bonds		Series B Bonds		Totals
	Interest and Retirement	Debt Service Reserve	Interest and Retirement	Debt Service Reserve	
ASSETS					
Investments held by trustee	\$ -	\$ 96,995	\$ -	\$ 36,781	\$ 133,776
Accrued interest receivable	-	1,255	-	471	1,726
Due from other funds	87,500	-	25,000	-	112,500
TOTAL ASSETS	<u>\$ 87,500</u>	<u>\$ 98,250</u>	<u>\$ 25,000</u>	<u>\$ 37,252</u>	<u>\$ 248,002</u>
LIABILITIES AND FUND BALANCES					
LIABILITIES:					
Due to other funds	\$ -	\$ 3,650	\$ -	\$ 1,352	\$ 5,002
FUND BALANCES:					
Reserve for debt service	87,500	-	25,000	-	112,500
Reserve for bond reserve	-	94,600	-	35,900	130,500
TOTAL FUND BALANCES	<u>87,500</u>	<u>94,600</u>	<u>25,000</u>	<u>35,900</u>	<u>243,000</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 87,500</u>	<u>\$ 98,250</u>	<u>\$ 25,000</u>	<u>\$ 37,252</u>	<u>\$ 248,002</u>

See independent auditors' report.

PLACENTIA CIVIC CENTER AUTHORITY

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES—ALL DEBT SERVICE FUNDS

Agenda Item 28
Attachment A
Page 13 of 19

For the year ended June 30, 1998

	Series A Bonds		Series B Bonds		Totals
	Interest and Retirement	Debt Service Reserve	Interest and Retirement	Debt Service Reserve	
REVENUES:					
Interest on investments	\$ -	\$ 5,019	\$ -	\$ 1,879	\$ 6,898
EXPENDITURES:					
Interest	25,812	-	26,005	-	51,817
Bond principal payment	175,000	-	45,000	-	220,000
TOTAL EXPENDITURES	200,812	-	71,005	-	271,817
OTHER FINANCING SOURCES (USES):					
Operating transfers in	200,812	-	73,505	-	274,317
Operating transfers out	-	(5,019)	-	(1,879)	(6,898)
TOTAL OTHER FINANCING SOURCES (USES)	200,812	(5,019)	73,505	(1,879)	267,419
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	-	-	2,500	-	2,500
FUND BALANCES— JULY 1, 1997	87,500	94,600	22,500	35,900	240,500
FUND BALANCES— JUNE 30, 1998	<u>\$ 87,500</u>	<u>\$ 94,600</u>	<u>\$ 25,000</u>	<u>\$ 35,900</u>	<u>\$ 243,000</u>

See independent auditors' report.

PLACENTIA CIVIC CENTER AUTHORITY

COMBINED BALANCE SHEET
ALL GOVERNMENTAL FUND TYPES AND ACCOUNT GROUP

Agenda Item 28
Attachment A
Page 14 of 19

SERIES A BONDS

June 30, 1998

	Governmental Fund Types			Account Group	Totals (Memorandum Only)
	Revenue	Working Capital	Debt Service	Lease Payments Receivable and Bonds Payable	
ASSETS					
Investments held by trustee	\$ 113,941	\$ 2,960	\$ 96,995	\$ -	\$ 213,896
Accrued interest receivable	1,472	7	1,255	-	2,734
Due from other funds	-	-	87,500	-	87,500
Lease payments receivable	-	-	-	283,662	283,662
Unearned lease finance charges	-	-	-	(21,700)	(21,700)
Amount available for debt service	-	-	-	113,038	113,038
TOTAL ASSETS	\$ 115,413	\$ 2,967	\$ 185,750	\$ 375,000	\$ 679,130
LIABILITIES AND FUND BALANCES					
LIABILITIES:					
Revenue bonds payable	\$ -	\$ -	\$ -	\$ 375,000	\$ 375,000
Due to other funds	83,850	-	3,650	-	87,500
TOTAL LIABILITIES	83,850	-	3,650	375,000	462,500
FUND BALANCES:					
Reserve for debt service	25,538	-	87,500	-	113,038
Reserve for bond reserve	-	-	94,600	-	94,600
Reserve for working capital	-	1,000	-	-	1,000
Unreserved	6,025	1,967	-	-	7,992
TOTAL FUND BALANCES	31,563	2,967	182,100	-	216,630
TOTAL LIABILITIES AND FUND BALANCES	\$ 115,413	\$ 2,967	\$ 185,750	\$ 375,000	\$ 679,130

See independent auditors' report.

PLACENTIA CIVIC CENTER AUTHORITY

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES—ALL GOVERNMENTAL FUND TYPES

Agenda Item 28
Attachment A
Page 15 of 19

SERIES A BONDS

For the year ended June 30, 1998

	Revenue	Working Capital	Debt Service	Totals (Memorandum Only)
REVENUES:				
Lease payments received—finance charges	\$ 25,812	\$ —	\$ —	\$ 25,812
Interest on investments	4,296	87	5,019	9,402
TOTAL REVENUES	30,108	87	5,019	35,214
EXPENDITURES:				
Interest	—	—	25,812	25,812
Bond principal payment	—	—	175,000	175,000
TOTAL EXPENDITURES	—	—	200,812	200,812
OTHER FINANCING SOURCES (USES):				
Lease payments received—principal	155,328	—	—	155,328
Operating transfers in	5,019	—	200,812	205,831
Operating transfers out	(200,812)	—	(5,019)	(205,831)
TOTAL OTHER FINANCING SOURCES (USES)	(40,465)	—	195,793	155,328
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(10,357)	87	—	(10,270)
FUND BALANCES—JULY 1, 1997	41,920	2,880	182,100	226,900
FUND BALANCES—JUNE 30, 1998	\$ 31,563	\$ 2,967	\$ 182,100	\$ 216,630

See independent auditors' report.

PLACENTIA CIVIC CENTER AUTHORITY

COMBINED BALANCE SHEET
ALL GOVERNMENTAL FUND TYPES AND ACCOUNT GROUP

Agenda Item 28
Attachment A
Page 16 of 19

SERIES B BONDS

June 30, 1998

	Governmental Fund Types			Account Group	Totals (Memorandum Only)
	Revenue	Working Capital	Debt Service	Lease Payments	
				Receivable and Bonds Payable	
ASSETS					
Investments held by trustee	\$ 63,849	\$ 2,980	\$ 36,781	\$ -	\$ 103,610
Accrued interest receivable	824	8	471	-	1,303
Due from other funds	-	-	25,000	-	25,000
Lease payments receivable	-	-	-	465,241	465,241
Unearned lease finance charges	-	-	-	(93,028)	(93,028)
Amount available for debt service	-	-	-	62,787	62,787
TOTAL ASSETS	\$ 64,673	\$ 2,988	\$ 62,252	\$ 435,000	\$ 564,913
LIABILITIES AND FUND BALANCES					
LIABILITIES:					
Revenue bonds payable	\$ -	\$ -	\$ -	\$ 435,000	\$ 435,000
Due to other funds	23,648	-	1,352	-	25,000
TOTAL LIABILITIES	23,648	-	1,352	435,000	460,000
FUND BALANCES:					
Reserve for debt service	37,787	-	25,000	-	62,787
Reserve for bond reserve	-	-	35,900	-	35,900
Reserve for working capital	-	1,000	-	-	1,000
Unreserved	3,238	1,988	-	-	5,226
TOTAL FUND BALANCES	41,025	2,988	60,900	-	104,913
TOTAL LIABILITIES AND FUND BALANCES	\$ 64,673	\$ 2,988	\$ 62,252	\$ 435,000	\$ 564,913

See independent auditors' report.

PLACENTIA CIVIC CENTER AUTHORITY

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES--ALL GOVERNMENTAL FUND TYPES

Agenda Item 28
Attachment A
Page 17 of 19

SERIES B BONDS

For the year ended June 30, 1998

	Revenue	Working Capital	Debt Service	Totals (Memorandum Only)
REVENUES:				
Lease payments received--finance charges	\$ 26,005	\$ --	\$ --	\$ 26,005
Interest on investments	2,861	87	1,879	4,827
TOTAL REVENUES	28,866	87	1,879	30,832
EXPENDITURES:				
Interest	--	--	26,005	26,005
Bond principal payment	--	--	45,000	45,000
TOTAL EXPENDITURES	--	--	71,005	71,005
OTHER FINANCING SOURCES (USES):				
Lease payments received--principal	40,254	--	--	40,254
Operating transfers in	1,879	--	73,505	75,384
Operating transfers out	(73,505)	--	(1,879)	(75,384)
TOTAL OTHER FINANCING SOURCES (USES)	(31,372)	--	71,626	40,254
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(2,506)	87	2,500	81
FUND BALANCES--JULY 1, 1997	43,531	2,901	58,400	104,832
FUND BALANCES--JUNE 30, 1998	\$ 41,025	\$ 2,988	\$ 60,900	\$ 104,913

See independent auditors' report.

STATISTICAL INFORMATION

PLACENTIA CIVIC CENTER AUTHORITY

INSURANCE COVERAGE

June 30, 1998

Insurance coverage of the Authority at June 30, 1998 on policies issued to the City of Placentia includes the following:

<u>Description</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
Fire, including contents	\$ 4,580,190	May 15, 1999
Umbrella liability	\$ 10,000,000 excess of \$100,000 self-insured retention	July 1, 1999

See independent auditors' report.

10-2

10-2

**MINUTES OF THE
PLACENTIA CIVIC CENTER AUTHORITY COMMISSION
October 20, 1998 - 7:00 p.m.
Placentia City Hall**

Due to the absence of the Finance Director, the regularly scheduled meeting set for Monday, October 5, was continued to Tuesday, October 20, at 7:00 p.m.. The meeting of the Placentia Civic Center Authority Commission was called to order at 7:05 p.m.

ROLL CALL:

Present: Lee Castner, President
Carol Downey, Commissioner
Constance Underhill, Commissioner
Saundra Stark, Commissioner
Howard L. Longballa, Secretary
Carolyn Davis, City Treasurer
Elizabeth D. Minter, Placentia Library Director

Absent: Ray Evans, Commissioner
Robert D'Amato, City Administrator

ORAL COMMUNICATIONS:

None.

MINUTES:

Minutes of the October 6, 1997 meeting were approved.

ELECTION OF OFFICERS:

Commissioner Lee Castner was reelected to serve as President and Howard Longballa was reelected to the position of Secretary.

OATH OF OFFICE:

None.

FINANCIAL REPORT:


Secretary Longballa presented the Financial Statement for the year ended June 30, 1998. The Civic Center Authority received an unqualified "clean" opinion from the outside certified public accountant firm of Diehl, Evans & Company. The history and purpose of the Authority were discussed as well as the outstanding bond obligations and the funding for the annual debt service payments.

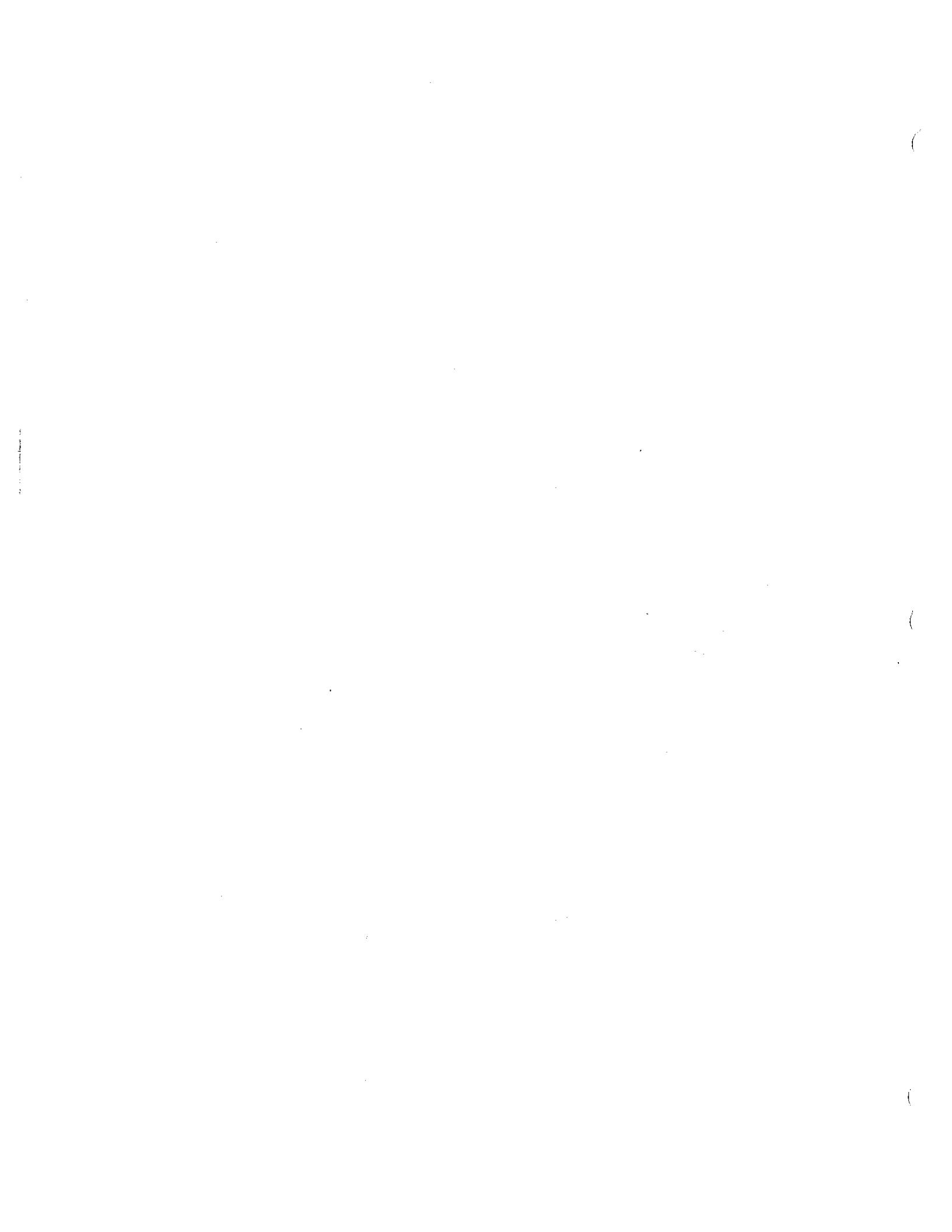
NEW BUSINESS:

None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:20 p.m. until the next meeting to be held on Tuesday, October 5, 1999 at 7:00 p.m.


Howard L. Longballa, Secretary



PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Elizabeth D. Minter, Library Director *Edm*
SUBJECT: Fiscal Year 1997-98 Annual Report for Placentia Library District as submitted to the California State Library
DATE: November 17, 1998

BACKGROUND:

Attached is a copy of the Library's annual report to the State Library of California for Fiscal Year 1997-98.

Report forms were distributed late by the State Library so the filing date was extended.

Completion of this report is required to remain eligible to receive Public Library Foundation Funds and reimbursements from the State Library of California.

RECOMMENDATION:

Receive & File

PLEASE DO NOT
FOLD OR STAPLE

Federal-State Cooperative System for Public Library Data

CALIFORNIA PUBLIC LIBRARY REPORT 1998

REPORT YEAR equals Fiscal Year 1997-98 ending June 30, 1998	Library Development Services PO Box 942837 Sacramento, CA 94237-0001 Martha Ortiz (916) 653-5772	Due October 31, 1998 M692 DCR_BASE Placentia Dist Code: P Table: 5
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Type or Handwrite Changes on this page.

DIRECTORY UPDATE

1. Library. <i>Placentia Library District</i>	
2. Director. <i>Elizabeth D. Minter</i>	Director
3. Street Address. <i>411 E. Chapman Ave.</i> <i>Placentia 92670-6198</i>	4. Mailing Address. <i>411 E. Chapman Ave.</i> <i>Placentia 92670-6198</i>
5. Public Phone. <i>(714) 528-1906</i>	6. Reference Phone. <i>(714) 528-1906</i>
7. Library Director's INTERNET e-mail Address. <i>eminter@cosmoslink.net</i>	7.a. Library's INTERNET e-mail Address. <i>plalibd@cosmoslink.net</i>
8. Library's Website Address.	
9. FAX Phone. <i>(714) 528-8236</i>	10. TDD for Deaf.
11. Size Sq. Miles. <i>7.10</i>	12. House Dist. <i>39</i>
13. State Senate. <i>31</i>	14. Assembly. <i>64</i>
15. Affiliations. <i>ALA, LVA, CSDA, CLC, ISDOC, PLEASC, OCLN, SCLLN, NSFRE</i>	
16. ILL Period: # Weeks. <i>3</i>	17. ILL Photocopy free up to 10 pages? <i>N</i>
18. Copy fee. ONLY if answer to #17 is No; otherwise, leave blank. <i>.15/page.</i>	
19. Schedule of Main Library Service Hours. <i>M-W 12-9; Th 10-6; Sun 1-5.</i>	

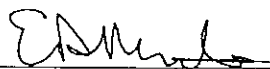
Elizabeth D. Minter

(714) 528-1925 x203

NAME OF CONTACT FOR QUESTIONS REGARDING REPORT DATA (Type or Print)

Phone # of Contact

Signature of Library Director.



Date. 11/03/98

CALIFORNIA PUBLIC LIBRARY REPORT

M692

Placentia Dist

Agenda Item 29

Attachment A

Page 2 of 12

For OCR Scanning: Please Avoid Folding
Type Responses in indicated area ONLY,
Avoid other marks/comments on page.

Response for
FY 1996-97

Type Response for
1997/98 in box below.

POPULATION and OUTLETS

100 . 692		100 . 692
201 . Pop. Children Age 0-5	201 . 2,940	201 . 2,943
203 . Pop. Children Age 6-14	203 . 5,720	203 . 4,509
205 . Registered Borrowers as of June 30.	205 . 32,729	205 . 28,789
206 . Children Borrowers Age 0-14	206 . 2,840	206 . 2,710
207 . Main Library. (if open for public service)	207 . 1	207 . 1
208 . Branches. (at least 1400 sq.ft. 7000 vols)	208 . 0	208 . 0
209 . Stations.	209 . 0	209 . 0
210 . Bookmobiles. Vehicle count.	210 . 0	210 . 0
211 . Other Outlets, Deposits.	211 . 0	211 . 0
212 . Hours per week Main Library is open.	212 . 39.00	212 . 39

LIBRARY STAFF

251 . Total count of persons employed. full and part time. (PERSONS NOT FTE)	251 . 19	251 . 22
252 . ALA Librarians.(Full Time Equivalent) who have accredited ALA Masters.	252 . 3.00	252 . 3
253 . FTE Total Librarians (ALA or other.)	253 . 4.00	253 . 4
254 . FTE Special Professionals	254 . 1.00	254 . 1
255 . FTE Lib. Tech. Assistants.	255 . 3.50	255 . 3.5
256 . FTE other.	256 . 4.45	256 . 5.0
257 . FTE Volunteers, Average FTE per week (not hours)	257 . 3.99	257 . 3.43

CALIFORNIA PUBLIC LIBRARY REPORT

M692

Placentia Dist

Agenda Item 29

Attachment A

Page 3 of 12

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 Type Responses in indicated area ONLY,
 Avoid other marks/comments on page.

Response for
 FY 1996-97

Type Response for
 1997/98 in box below.

INCOME

Report whole dollars only, omit cents.
 Enter funds for operational expenses,
 and for capital outlay.

	100. 692	100. 692
301. Local Government: taxes and allocations. (includes \$'s from 305. & 307.)	301. 788,431	301. 834,626
302. State funds: CLSA and PLF.	302. 53,648	302. 56,040
303. Federal funds: LSCA or other.	303. 0	303. -0-
304. Other Income. (includes \$'s detailed in 306, below.)	304. 79,957	304. 44,122
305. Special District Augmentation funds for counties and districts.	305. 0	305. -0-
306. Gifts, Fines, Fees and local fund raising.	306. 51,453	306. 23,454
307. Contract Payments. from another jurisdiction.	307. 0	307. -0-
308. Capital Outlay.	308. 0	308. -0-

CALIFORNIA PUBLIC LIBRARY REPORT

M692

Placentia Dist

Agenda Item 29

Attachment A

Page 4 of 12

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Type Responses in indicated area ONLY,
Avoid other marks/comments on page.

Response for
FY 1996-97

Type Response for
1997/98 in box below.

STANDARD OPERATING EXPENDITURES

Local, State and Federal funds.

	100. 692	100. 692
401. Salaries.	401. 482,527	401. 472,750
402. Benefits. If paid by Library.	402. 97,709	402. 100,131
403. Print Materials.	403. 21,965	403. 16,608
404. Current Serial Subscriptions.	404. 5,231	404. 4,040
405. Microforms.	405. 0	405. -0-
406. Audiovisual materials.	406. 0	406. 844
407. Library Materials in Electronic Formats	407. 35,442	407. 25,293
408. Other materials.	408. 0	408. -0-
409. Operating Expenditures for Electronic Access	409. 29,099	409. 58,272
410. All other Operating Expenditures.	410. 245,249	410. 270,507
411. Capital outlay. Include sites, buildings, vehicles, original equipment.	411. 3,502	411. -0-

CALIFORNIA PUBLIC LIBRARY REPORT

M692

Placentia Dist

Agenda Item 29

Attachment A

Page 5 of 12

For OCR Scanning: Please Avoid Folding
 Type Responses in indicated area ONLY,
 Avoid other marks/comments on page.

Response for
 FY 1996-97

Type Response for
 1997/98 in box below.

EXPENDITURES - Detail

	100. 692	100. 692
501. Postage and Delivery.	501. 916	501. 1,918
502. Telephone and Other Telecommunications.	502. 12,856	502. 15,643
503. Contracted Computer Services.	503. 0	503. 0
504. Online Database Searching.	504. 0	504. 0
505. Preservation.	505. 0	505. 0
506. Expenditure for Children's Materials.	506. 3,184	506. 1,326
507. Adult Literacy Program.	507. 52,862	507. 45,665
508. Transfer to City/County divisions for services: maint, accounting, etc.	508. 2,456	508. 2,299
509. Payments for Contract Service to another jurisdiction.	509. 41,365	509. 39,207
510. Estimate of Services & Supplies benefiting the library that were paid for by other City/County Division for report year.	510. 0	510. 0

PUBLIC LIBRARY FUND

511. Amount of PLF funds included in Total Operating Expenditure.	511. 28,082	511. 28,313
512. PLF expended for Library Materials.	512. 28,082	512. 28,313
513. PLF expended for Personnel.	513. 0	513. 0
514. Hours of service provided by PLF-paid Personnel.	514. 0.00	514. 0
515. PLF expended on General Operating budget.	515. 0	515. 0
516. PLF expended on Special Projects.	516. 0	516. 0
517. PLF difference from Allocation.	517. 0	517. 0

CALIFORNIA PUBLIC LIBRARY REPORT

M692

Placentia Dist

Agenda Item 29
Attachment A
Page 6 of 12

For OCR Scanning: Please Avoid Folding
Type Responses in indicated area ONLY,
Avoid other marks/comments on page.

Response for
FY 1996-97

Type Response for
1997/98 in box below.

COLLECTIONS.

All entries are annual for fiscal year,
and are in units or items.

100. 692	100. 692
601. Books Added Cataloged.	601. 3,837
602. Books Adult/YA Added Cataloged.	602. 2,573
603. Books Added Uncataloged.	603. 3,399
604. Children's Books. Added, Cataloged.	604. 1,264
605. Children's Books. Added, Uncataloged.	605. 1,285
606. Books Total Held as of June 30.	606. 148,452
607. Books Children Held as of June 30.	607. 42,693
608. Books Adult/YA Held as of June 30.	608. 105,759
609. Leased Books. Inventory on hand.	609. 0
610. Government Documents in separate collections.	610. 89
611. Microfilm (reels).	611. 905
612. Microforms (not microfilm).	612. 2,268
613. Children's Audio Materials held as of June 30.	613. 119
614. Total Audio Materials.	614. 9,026
615. Films.	615. 0
616. Children's Video Materials held as of June 30.	616. 306
617. Total Video Materials.	617. 1,685
618. Number of Current Periodical and Serial Subscriptions.	618. 98
619. Book Titles Added (Cataloged)	619. 2,663
620. CD-ROMS Data disks only, not Audio/Video or public catalog.	620. 102
621. Other (non CD-ROM) Library Materials in Electronic Formats.	621. 0
622. Serial Volumes held as of June 30.	622. 381

CALIFORNIA PUBLIC LIBRARY REPORT

M692

Placentia Dist

Agenda Item 29

Attachment A

Page 7 of 12

For OCR Scanning: Please Avoid Folding
 Type Responses in indicated area ONLY,
 Avoid other marks/comments on page.

Response for
 FY 1996-97

Type Response for
 1997/98 in box below.

NON-ENGLISH LANGUAGES

Print Materials ADDED as of June 30.

- 701. Armenian
- 702. Chinese
- 703. French
- 704. German
- 705. Hmong
- 706. Italian
- 707. Japanese
- 708. Korean
- 709. Laotian
- 710. Russian
- 711. Spanish
- 712. Vietnamese

100. 692

100. 692

701.	0
702.	3
703.	0
704.	0
705.	0
706.	0
707.	0
708.	0
709.	0
710.	0
711.	37
712.	8

701.	0
702.	0
703.	0
704.	0
705.	0
706.	0
707.	0
708.	0
709.	0
710.	0
711.	54
712.	4

Print Materials HELD as of June 30.

- 751. Armenian
- 752. Chinese
- 753. French
- 754. German
- 755. Hmong
- 756. Italian
- 757. Japanese
- 758. Korean
- 759. Laotian
- 760. Russian
- 761. Spanish
- 762. Vietnamese

751.	0
752.	3
753.	0
754.	0
755.	0
756.	0
757.	0
758.	0
759.	0
760.	0
761.	805
762.	1,388

751.	0
752.	3
753.	0
754.	0
755.	0
756.	0
757.	0
758.	0
759.	0
760.	0
761.	819
762.	1377

CALIFORNIA PUBLIC LIBRARY REPORT

M692

Placentia Dist

Agenda Item 29

Attachment A

Page 8 of 12

For OCR Scanning: Please Avoid Folding
Type Responses in indicated area ONLY,
Avoid other marks/comments on page.

Response for
FY 1996-97

Type Response for
1997/98 in box below.

LIBRARY SERVICES, ANNUAL.

100. 692	100. 692
801. Total Public Service Hours. 2,043	801. 1,912
802. Attendance in Library. 350,764	802. 317,386
803. Reference Questions. 19,019 Omit Directional.	803. 15,200
804. Online Database Searches. 5,112	804. 3,743
805. Circulation of Children's Materials. 97,118	805. 92,662
806. Circulation Non-English. 4,239	806. 3,587
807. Circulation Non-Book. 19,334	807. 15,082
808. Total Circulation. 215,230	808. 189,919
809. Children's Circ as Percent of Total Circulation. 45.00	809. 49
810. In-Library use of Materials. 76,438	810. 67,265
811. ILL loans to others. 2,690	811. 2,932
812. ILL loans received. 2,942	812. 2,576
813. Pre-School Programs. Number. 73	813. 95
814. Pre-School Programs. Attendance. 810	814. 1,559
815. School Age Programs. Number. 34	815. 65
816. School Age Programs. Attendance. 6,513	816. 7,271
817. Adult Programs. Number. 2	817. 9
818. Adult Programs. Attendance. 45	818. 322
819. Total Programs. Number. 109	819. 169
820. Total Programs. Attendance. 7,368	820. 9,152

CALIFORNIA PUBLIC LIBRARY REPORT

M692

Placentia Dist

Agenda Item 29

Attachment A

Page 9 of 12

For OCR Scanning: Please Avoid Folding
Type Responses in indicated area ONLY,
Avoid other marks/comments on page.

Response for
FY 1996-97

Type Response for
1997/98 in box below.

SALARY SURVEY.

Survey is of monthly ranges
for selected classifications.
Leave sections blank if inappropriate.
But do not divide sections or
add new ones. List monthly ranges,
whole dollars only, omit cents.

901. Director (monthly rate)	Begin	901. 6,310	901. 6,435
902. Director (monthly rate)	Final	902. 6,310	902. 6,435
903. Assistant Dir.	Begin	903.	903.
904. Assistant Dir.	Final	904.	904.
905. Chief Lib. Div.	Begin	905. 4,019	905. 4,098
906. Chief Lib. Div.	Final	906. 5,141	906. 5,244
907. Branch Libn.	Begin	907.	907.
908. Branch Libn.	Final	908.	908.
909. Librarian	Begin	909. 2,518	909. 2,567
910. Librarian	Final	910. 3,221	910. 3,285
911. Lib. Tech. Asst.	Begin	911. 2,128	911. 2,171
912. Lib. Tech. Asst.	Final	912. 2,723	912. 2,778
913. Clerk Non-Pro. (Beginning) (general clerical; no library skills requirement)	Begin	913. 1,585	913. 1,616
914. Clerk Non-Pro. (Beginning)	Final	914. 2,026	914. 2,067
915. Mgr. of Spec. Service. (non-MLS) (e.g. Literacy, A-V, or I&R Specialist)	Begin	915. 2,433	915. 2,483
916. Mgr. of Spec. Service. (non-MLS)	Final	916. 3,112	916. 3,174

For OCR Scanning: Please Avoid Folding
 Type Responses in indicated area ONLY,
 Avoid other marks/comments on page.

Response for
 FY 1996-97

Type Response for
 FY 1997/98 in box below

ELECTRONIC SERVICES

INTERNET ACCESS FOR YOUR LIBRARY

851. Library has access to the Internet for
 electronic mail? (0 = No; 1 = Yes)

100. 692
 851. 1

100. 692
 851. 1

852. Library has access for other Internet
 services as well as e-mail? (e.g. Telnet,
 gopher, ftp, WWW, etc.) (0= No; 1 = Yes)

852. 1

852. 1

INTERNET AVAILABILITY

(Answer 853. only if your answer to 852 is 1 (Yes))

853. Under what circumstances is Internet access
 available?
 ...if ONLY to library staff (no patron access), type 1.
 ...if patrons have access but ONLY through
 staff, type 2.
 ...if patrons can have their own direct use
 or can access through staff intermediary,
 at their own option, type 3.

853. 3

853. 3

OTHER ELECTRONIC SERVICES

856. Is direct patron access to other electronic
 services available? (e.g. bibliographic
 & full text databases; multi-media products)
 (0 = No; 1 = Yes)

856. 1

856. 1

CALIFORNIA LIBRARY OUTLETS SURVEY 1998

Outlets Survey Due October 31, 1998 Mail to:	Library Development Services PO Box 942837 Sacramento, CA 94237-0001 Martha Ortiz (916) 653-5772	Placentia Dist. M692 CA0096.001
--	---	---------------------------------------

1. Outlet: *Placentia Library*

2. Director: *Elizabeth D. Minter*

3. Title: *Library Director*

4. Street Address: *411 E. Chapman Ave.*

5. Mail Address:

6. City: *Placentia*

7. Mail City:

8. Zip: *92870-6198* 9. Mail Zip:

10. FAX Phone: *(714) 528-8236*

11. Public Phone: *(714) 528-1906* Ext:

12. Outlet's Website: _____

13. Type of Outlet: CE

BR = Branch; ST = Station; CE = Central Library; OT = Other Outlet

14. This Facility is Owned by: SPDT

*City = CITY *County = CNTY *Special District = SPDT *Public School = PSCH
*Other Public Agency = PUAG *Private Agency/Person/etc. = PRIV *Multiple = MULT

15. This Facility is in need of: RMDL

*Remodeling = RMDL *Expansion = EXPN *Remodel & Exp = RMEX *Replacement = RPLC

16. State Senate District: 33	
17. State Assembly District: 72	18. U.S. House District: _____

Outlet Name: Placentia Library

For OCR Scanning: Please Avoid Folding
 Type Responses in indicated area ONLY.
 WHERE THE DATA ON FILE IS CORRECT,
 YOU MAY LEAVE THE UPDATE/
 CORRECTIONS COLUMN BLANK.

	Data Currently On File	Update/Corrections For 1997/98
	100 . 692	100 . 692
	120 . 0096.001	120 . 0096.001
285 . Population Served By Outlet.	285 . 48,600	285 . 50,330
286 . Total Outlet Staff, in FTE.	286 . 12.50	286 . 13.0
287 . Hours Open, Weekly.	287 . 39	287 . 39
288 . Hours Open, Annually.	288 . 1,938	288 . 1,912
289 . Total Number of Volumes Held by Outlet.	289 . 148,452	289 . 147,463
290 . Total Annual Circulation by Outlet.	290 . 215,230	290 . 189,919
291 . Total Outlet Operating Expenditure.	291 . 940,230	291 . 948,373
292 . Year in which Outlet was Originally Built.	292 . 1974	292 .
293 . Year in which Outlet was Remodeled.	293 .	293 .
294 . Size of Outlet, in sq. ft.	294 . 28,800	294 .
295 . Number of Reader Seats in Outlet.	295 . 140	295 . 138
296 . Days per week outlet is open to the public.	296 . 5	296 .
297 . Staffed when open to public by at least 1 paid librarian & 1 paid clerical? (0 = No; 1 = Yes)	297 . 1	297 .
298 . Housed in separate quarters? (0 = No; 1 = Yes)	298 . 0	298 .
299 . Established schedule of hours for public service? (0 = No; 1 = Yes)	299 . 1	299 .
300 . MSA (Metropolitan Statistical Area) Status: (0 = Not in MSA; 1 = In city limits of the central city of an MSA; 2 = In an MSA, but not in the central city limits.)	300 . 2	300 .
301 . Degree of Adequacy of this Facility. (Scale: 1 = Poor to 10 = Excellent.)	301 . 0	301 . 8

Type, above, ONLY
 data that is different from
 previous year's value.
 If unchanged, you do not
 need to type data for that
 element, above.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director *edj*

SUBJECT: Certification to Receive Funds from the Public Library Fund, 1998-99, submitted to the State Library of California on November 9, 1998

DATE: November 17, 1998

BACKGROUND:

Each year the District is required by Education Code Section 18025 to submit a certification of eligibility by for an allocation from the Public Library Fund. The certifications must be submitted by December 1.

Attachment A is the District's application for Fiscal Year 1998-99. It was mailed to the State Library on November 9, 1998.

The Education Code establishes the maintenance of effort requirements for eligibility to receive PLF funds at 100% of the amount appropriated in the prior fiscal year.

Placentia Library District is scheduled to receive \$58,865 (\$1.16957 per capita) for Fiscal Year 1998-99. The allocation, if PLF had been fully funded, would have been \$103,831.

RECOMMENDATION:

Receive and File

1-2

(

(

(

ANNUAL CERTIFICATION: PUBLIC LIBRARY FUND

California State Education Code Part II

Chapter 1.5, Section 18010 et seq.

Fiscal Year 1998-99

Agenda Item 30

Attachment A

Page 1 of 2

FILING DATE: December 1, 1998

1. Library jurisdiction Placentia Library District
2. Locally appropriated revenue. "18023. On or before August 31, 1982, and October 31 of each fiscal year thereafter, the fiscal officer of each public library shall report to the State Librarian the total revenue appropriated for the foundation program of the public library for that fiscal year and shall specify the amount of local revenue included in such total appropriation. For the purposes of this chapter, homeowner and business inventory exemption reimbursements, timber yield tax funds, and federal revenue sharing funds shall be deemed to be local revenues." Library jurisdiction's report to the State Librarian will be transmitted to the Controller and constitute compliance with this provision of the Act; no separate report need be made to the Controller. Chapter 282, Statutes of 1997, item 6120-221-001, Provision 1, "Notwithstanding any other provision of the law, for the 1998-99 fiscal year, the date on or before which the fiscal officer of each public library shall report to the State Librarian the information specified in Section 18023 of the Education code shall be December 1, 1998."
3. The library jurisdiction is responsible for compliance with Sec. 18023 of the Act. No subsequent filing date for corrections or revisions will be allowed.
4. Elements which may be included as local revenue are:
 - Local appropriation or allocation by jurisdiction to the library
 - Homeowner and business inventory exemption reimbursements for the state
 - Contract payment from another jurisdiction for which the library provides services
 - Federal revenue sharing funds for operations, not capital outlay; block grants (CDBG)
 - Amount for facility and small equipment maintenance and administration (whether or not included in library allocation)
 - Fines, fees, gifts, other local income not included above
5. Elements which may not be included as local revenue are:
 - California Library Services Act (CLSA) funds
 - Public Library Fund Act (PLF) funds
 - Library Services and Construction Act (LSCA) or Library Services and Technology Act (LSTA) funds
 - Appropriation or allocation for major capital improvements (see definition, Sec. 18015(b), p.2 below)
6. Certification. Complete both entries.

	FY 1997-98	FY 1998-99
a. Local revenue appropriated (see para. 4 above)	<u>1,045,696</u>	<u>1,297,836</u>

(A 100% maintenance of effort has been authorized for the 1998-99 year)

If your library jurisdiction fails to meet the 100% maintenance of effort requirement, please note the waiver provisions and forms included in this mailing.

I hereby certify under penalty of perjury that I am the duly authorized officer of the cl that data for the report are all true, correct and in accordance with law and that pa previously been received for fiscal year 1998-99.

Signature of Fiscal Officer Elizabeth D. Minter Date Nov 9, 1998

Print Name and Title Elizabeth D. Minter Telephone No. (714) 528-1925, ex20
Library Director

Address 411 E. Chapman Avneue, Placentia, CA 92870

Mail to*: **PUBLIC LIBRARY FUND**
California State Library
ATTN: Cindy Tackett, Budget Office
P.O. Box 942837, Sacramento, CA 94237-0001.
(for Federal Express/hand delivery: 900 N Street, 3rd Flr, Sacramento, CA 95814)

***NOTE:** Due to the strict guidelines of the December 1 submission date, it is very important to prepare all correspondence and mailing labels with the above address. Failure to do so may jeopardize timely receipt of your certification form by the Budget Office.

PUBLIC LIBRARY FINANCE
 (Education Code, Title 1, Division 1, Part 11, Chapter 1.5)

ARTICLE 2. DEFINITIONS

Section 18015. Definitions.

As used in this chapter:

a) "Public library" means a library, or two or more libraries, operated as a single entity by one or more public jurisdictions and which serve the general public without distinction.

b) "Foundation program" means those elements of library service which are basic to its function as a provider of information, education, and cultural enrichment to all segments of the community, including, but not limited to, collection development and maintenance, lending services, information services, facility maintenance, and administration. The foundation program shall not include major capital improvements, which, for purposes of this chapter, shall be defined as the purchase of real property, the construction or improvement of buildings, and the purchase of equipment and the payment of fees or other costs in connection with the same.

(c) "Fiscal officer" means, for a municipal library, the chief fiscal officer of the municipality; for a county library or a library district under the jurisdiction of the county board of supervisors, the chief fiscal officer of the county; and for an independent library district, the chief librarian of the district. In the case of a public library which provides foundation program service by contract to one or more jurisdictions in addition to the jurisdiction or jurisdictions with which it is affiliated, the chief fiscal officer of the jurisdiction with which it is primarily affiliated shall be deemed the fiscal officer for the public library for the purposes of this chapter.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees *edj*
FROM: Elizabeth D. Minter, Library Director
SUBJECT: Certification of Acceptance of Grant Award, National Literacy Act, Section 321, 1998-99
DATE: November 17, 1998

BACKGROUND:

Attached is the Certification of Acceptance of Grant Award, National Literacy Act, Section 321, 1998-99.

This grant is used by Placentia Library Literacy Services to provide travel, training and operational supplies. This funding is in addition to that received from the California State Library.

RECOMMENDATION:

Receive and File



**Certification of Acceptance of Grant Award
National Literacy Act, PL 100-297,
Sections 321 and/or 326
July 1, 1998-June 30, 1999**

Agenda Item 31
Attachment A
Page 1

AGENCY: Placentia Library District


COUNTY/VENDOR # 30- M692

You are required to complete and return this page in order to receive and expend funds under this grant. Agencies cannot transfer grant funds to another agency. Funds may not be transferred to a different program component without the prior written approval from the California Department of Education.

ACCEPTANCE: I hereby certify that I have read the conditions contained within the grant application (in particular, but not limited to, the General Assurances and Program Assurances, pages 2-3) and I **agree to comply with all requirements as a condition of grant funding.** I am aware that failure to submit the required mid-year report, or if the mid-year status report does not reflect sufficient need for these funds, there may be a reduction of the grant amount(s) listed below. I am aware that fifty percent (50%) of this initial encumbrance will be paid out automatically upon receipt of this signed acceptance form and the grant budget by line item form. Second and third quarter payments will be scheduled after the mid-year report is received. Final payment will require submission of closeout forms to reconcile the grant.

Program	SACS Resource Code	SACS Revenue Code	HHU Rate	X	HHUs Granted	= Initial Encumbrance
Base Grant 98-03499- M692	3920	8290	n/a			\$3,500
Adult Basic Education (ABE) 98-03055- M692	3910	8290	\$13.00		5	\$65
English as a Second Language (ESL) 98-03303- M692	3911	8290	\$10.00		8	\$80
ESL-Citizenship 98-03802- M692	3925	8290	\$250.00		0	\$0
326 Incarcerated/Institutionalized 98-03844- M692	3930	8290	\$43.00		0	\$0
TOTAL						\$3,645

AUTHORIZED REPRESENTATIVE:



Signature

PRINTED NAME:

Elizabeth D. Minter, Library Director

DATE: November 2, 1998

RETURN FORM BY NOVEMBER 6, 1998 TO:

CALIFORNIA DEPARTMENT OF EDUCATION
Adult Education Unit
Attn.: B. Foster/Y. Cummings
560 J Street, #290
Sacramento, CA 95814

FEDERAL ADULT EDUCATION ACT PL 100-297
SECTIONS 321 & 326 FOR 1998-99
BUDGET BY LINE ITEM

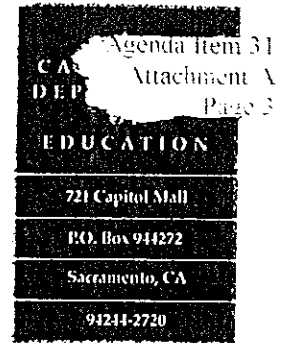
Agency (as shown on grant award letter) Placentia Library District				
Period Covered: July 1, 1998-June 30, 1999			County/Vendor # 30-M692	
Objects of Expenditure:(Enter Dollar Amounts. Total Budget Costs MUST match the grant award letter)				
Account No.	BASE GRANT FUNDS Classification	Instruction/ Support	Administration (cannot exceed 5%)	TOTAL Budgeted Costs
1000	Certificated Salaries	\$		\$
2000	Classified Salaries	\$		\$
3000	Employee Benefits	\$		\$
4000	Books & Supplies	\$		\$
5000	Services & Other Operating Expenses	\$ 3,500		\$ 3,500
	TOTAL BUDGETED COSTS	\$ 3,500		\$ 3,500
ADULT BASIC EDUCATION (ABE) GRANT FUNDS				
1000	Certificated Salaries	\$	\$	\$
2000	Classified Salaries	\$	\$	\$
3000	Employee Benefits	\$	\$	\$
4000	Books & Supplies	\$ 65	\$	\$ 65
5000	Services & Other Operating Expenses	\$	\$	\$
	TOTAL BUDGETED COSTS	\$ 65	\$	\$ 65
ENGLISH AS A SECOND LANGUAGE (ESL) GRANT FUNDS				
1000	Certificated Salaries	\$	\$	\$
2000	Classified Salaries	\$	\$	\$
3000	Employee Benefits	\$	\$	\$
4000	Books & Supplies	\$ 80	\$	\$ 80
5000	Services & Other Operating Expenses	\$	\$	\$
	TOTAL BUDGETED COSTS	\$ 80	\$	\$ 80
ESL- CITIZENSHIP GRANT FUNDS				
1000	Certificated Salaries	\$	\$	\$
2000	Classified Salaries	\$	\$	\$
3000	Employee Benefits	\$	\$	\$
4000	Books & Supplies	\$	\$	\$
5000	Services & Other Operating Expenses	\$	\$	\$
	TOTAL BUDGETED COSTS	\$	\$	\$
326 INCARCERATED/INSTITUTIONAL GRANT FUNDS				
1000	Certificated Salaries	\$	\$	\$
2000	Classified Salaries	\$	\$	\$
3000	Employee Benefits	\$	\$	\$
4000	Books & Supplies	\$	\$	\$
5000	Services & Other Operating Expenses	\$	\$	\$
	TOTAL BUDGETED COSTS	\$	\$	\$
MAINTENANCE OF EFFORT (REQUIRED)			Report the total dollar value of state and local resources supplemented by these Federal funds (report a grand total for all programs)	GRAND TOTAL (must match total as show on your agency's grant letter)
			\$ 38,486	\$ 3,645
CERTIFICATION: I certify that I am the duly appointed representative of the above named agency and that, to the best of my knowledge, the above report is correct and anticipated expenditures are in accordance with grant requirements.				
Name of person completing form (please print)		Title	Telephone Number	Date
Charlene Dumitru		Administrative Assistant	(714) 528-1906	11/02/98



DELAINÉ EASTIN
State Superintendent of Public Instruction

October 15, 1998

Elizabeth D. Minter, Library Director
Placentia Library District
411 E. Chapman Avenue
Placentia, CA 92870-6198



GRANT AWARD NOTIFICATION			
National Literacy Act PL 100-297, Sections 321/326			
FY	County/Vendor Code	Non-SACS Income Code	Grant Period
1998-99	30- M692	8290	7/1/98-6/30/99

Dear Ms. Minter:

Your agency's application for federal adult education supplemental grant funds for fiscal year 1998-99 has been approved. We are pleased to encumber funds on your agency's behalf in the following program areas:

Program	SACS Resource Code	SACS Revenue Code	HHU Rate	HHUs Granted	Initial Encumbrance
Base Grant 98-03499- M692	3920	8290	n/a		\$3,500
Adult Basic Education (ABE) 98-03055- M692	3910	8290	\$13.00	5	\$65
English as a Second Language (ESL) 98-03303- M692	3911	8290	\$10.00	8	\$80
ESL-Citizenship 98-03802- M692	3925	8290	\$250.00	0	\$0
326 Incarcerated/Institutionalized 98-03844- M692	3930	8290	\$43.00	0	\$0
TOTAL					\$3,645

The above encumbrance represents an initial allocation for your agency. As in past years, the Adult Education Office **requires** all agencies to submit a mid-year activity and expenditure report in mid-December 1998. This form will be mailed to all agencies and will be available for electronic submission utilizing the OTAN Web Site located at www.otan.dni.us. Once the mid-year reports are received, an analysis will be done of each agency's performance to-date, as well as activity and expenditures for prior years. This information will be utilized to adjust agency grants as funds permit. The first quarter payment, representing 50 percent of this initial allocation, is being scheduled and typically payments are issued within 21 working days of the request. Second and third quarter payments will be scheduled after the mid-year reports are received and analyzed. Final payment will require submission of closeout forms to reconcile the grant for the entire fiscal year.

The two enclosed forms must be completed, signed, and returned to the Adult Education Office, Attn: Fiscal Analyst, 560 J Street, #290, Sacramento, CA 95814, **no later than November 6, 1998**. The Grant Acceptance form affirms that your agency will conduct programs in accordance with all the provisions contained within the grant application. The grant budget form states how your agency intends to spend the funds listed above.

If you have any questions regarding this grant award, please contact your Regional Consultant at (916) 322-2175. We look forward to a successful and rewarding year for the adult education program, and wish your agency great success.

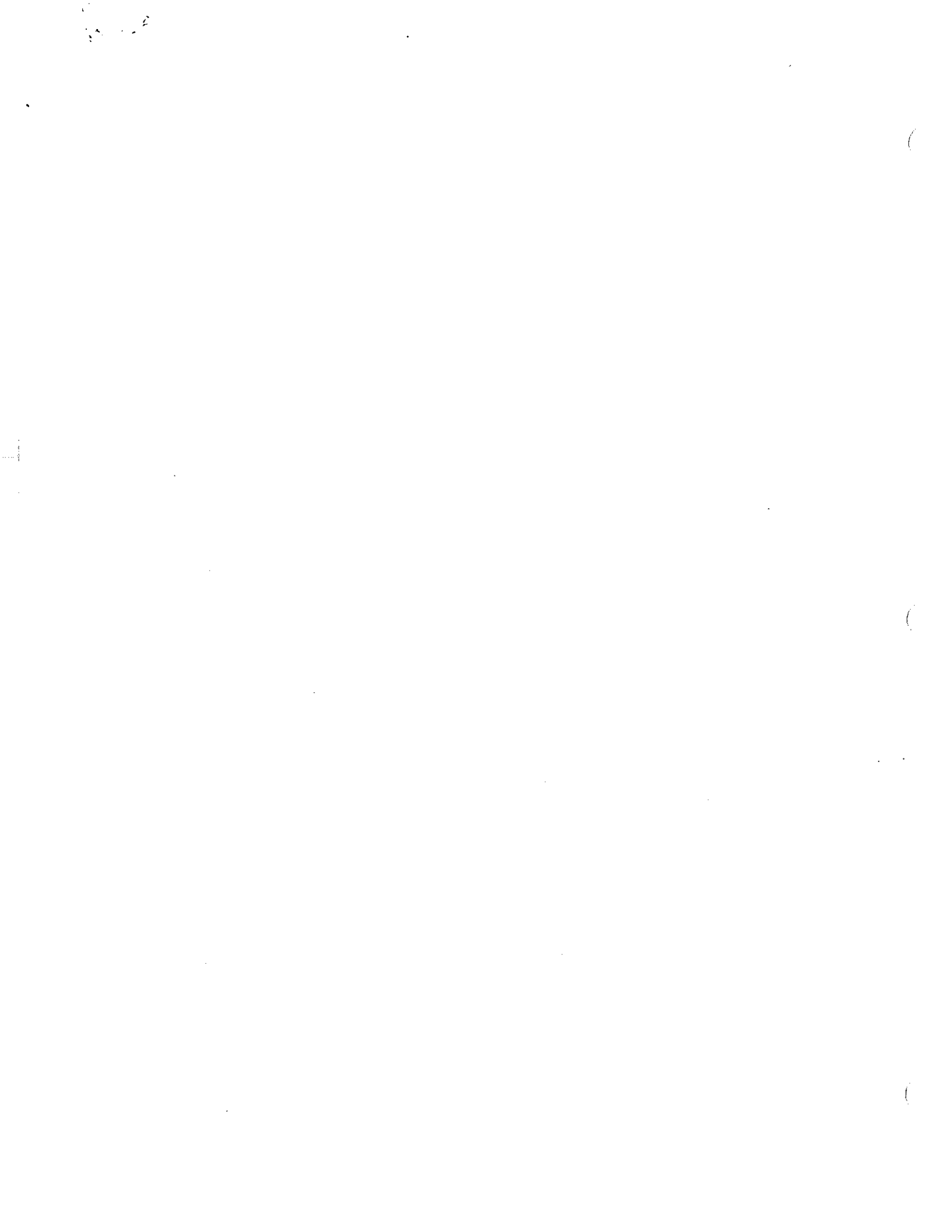
Sincerely,

Henry Der
Deputy Superintendent
Education Equity, Access and Support Branch

HD:MTB:JDP:blf

c: Agency Contact :

Regional Consultant : Olga Uribe



PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Elizabeth D. Minter, Library Director *Eden*
SUBJECT: Review Library Revenue Issues and continue the discussion of the feasibility of Library Parcel Tax ballot issue. Report on meeting with Mike Gotch
DATE: November 17, 1998

BACKGROUND:

Library Revenue Issues

At its Meeting on April 15, 1997, the Board requested that an item for the discussion of Library Revenue Issues be included on each Agenda.

1. Property Tax

The first Current Secured Property Tax allocation is due on November 25 and the second is due on December 11. No tax funds were received in October.

2. State Funds

The Certification for the Public Library Fund was mailed to the State Library on November 9, 1998.

3. Local Revenues

Staff estimates that the District will initiate its Passport Acceptance Agency activities the first week of December. Since the District's share of the application fee is paid directly to the District the revenue flow will begin immediately.

Peggy Burkich continues to work on the transfer of collection accounts to the new agency. The Anaheim Library Consortium is ready to sign the contract for the Debt Collect software which will electronically transfer the collection information to Unique Management, the District's collection agency.

Parcel Tax Election Considerations

Attachment A is a list of public library jurisdictions that passed ballot measures in the November 3 Election. Three of the four that passed were in Los Angeles County.

Report on meeting with CSDA Local Government Consultant Mike Gotch

Peggy Dinsmore, Al Shkoler and Elizabeth Minter met with Mike Gotch on Thursday, October 29. Mr. Gotch is the former chairman of the Assembly Local Government Committee and is now a local government consultant for CSDA.

Mr. Gotch suggested that if Gray Davis won the election that there would be an excellent chance of a legislative effort to restore some of the ERAF shift to local governments. He urged us to be active in that process and to not wait for others to take the lead. He expressed willingness to accompany District representatives to meetings with appropriate legislative leaders.

At his suggestion I sent two letters to Harry Ehrlich, President of CSDA – one (Attachment B) expressing interest in having CSDA expand its Legislative Committee to include a representative from each type of District in its membership, and one (Attachment C) expressing Placentia Library District's interest in pursuing legislative relief from the ERAF property tax shifts. Mr. Ehrlich's response is Attachment D.

Mike Belote, the District's legislative consultant at California Advocates, reviewed my report from the meeting with Mr. Gotch and responded that the only problem on the horizon is the potential appointment of Phil Isenberg as Finance Director. Mr. Isenberg is unequivocally opposed to returning taxes in any form to special districts.

RECOMMENDATIONS:

1. Give direction for future action
2. Determine whether the District will support the Library Director's participation in the California Special Districts Association Legislative Committee at a cost of approximately \$300 per meeting.

6-8 meetings

PLACENTIA LIBRAI

411 East Chapman Avenue, Placentia

Elizabeth D. Minter, M.L.S., Library Director

714-528-1925, Ext. 202

(714) 528-8236 (Fax)

plalibd@cosmoslink.net

October 29, 1998

Board of Trustees

Margaret V. Dinsmore

Ray Evans

Robin J. Masters

Al Shkoler

Sandra Stark

Harry Ehrlich, President
California Special Districts Association
1121 L Street, Suite 508
Sacramento, CA 95814

Dear President Ehrlich:

I am writing to you as a follow-up to our conversation at the CSDA Annual Conference concerning the composition of the CSDA Legislative Committee.

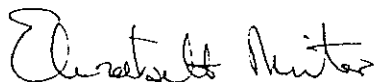
I am requesting that the CSDA Board of Directors consider revising and/or expanding its Legislative Committee to include representation from the various types of independent special districts that are members of CSDA.

At the present time I am concerned that there is no library district participation in the Committee's deliberations on a regular basis.

I think that the regional representation on the Legislative Committee has been quite valuable. I urge you and the members of the Board to consider ways of building on that strength by adding representation from types of districts that are not otherwise included on the Committee.

I wish you and the Board great success as you plan your activities for 1998-99.

Sincerely,



Elizabeth D. Minter
Library Director

C: Catherine Smith
Ralph Heim
Mike Gotch
Mike Belote, California Advocates



PLACENTIA LIBRARY

411 East Chapman Avenue, Placent

Elizabeth D. Minter, M.L.S., Libr

714-528-1925, Ext. 202

(714) 528-8236 (Fax)

plalibd@cosmoslink.net

October 29, 1998

Board of Trustees

Margaret V. Dinsmore

Ray Evans

Robin J. Masters

Al Shkoler

Saundra Stark

Harry Ehrlich, President
California Special Districts Association
1121 L Street, Suite 508
Sacramento, CA 95814

SUBJECT: REQUEST FOR LEGISLATIVE SUPPORT

Dear President Ehrlich:

Placentia Library District is interested in actively pursuing several legislative resolutions to the ERAF funding shift.

One is working with CSDA and others in the universal reversal of ERAF.

The second is working towards adding library districts to the list of ERAF-exempt types of districts. Library districts are non-revenue producing and depend on property taxes for approximately 85% of their operating revenues. Will the CSDA Legislative Committee be willing to support us if we end up taking this approach?

If you have any questions about our inquiry please contact me at 714-528-1925, Ext. 203. The District offices are closed on Fridays.

Sincerely,

Elizabeth D. Minter
Library Director

C: Catherine Smith
Ralph Heim
Mike Gotch
Mike Belote, California Advocates

October 30, 1998

Elizabeth D. Minter
Library Director
Placentia Library District
411 East Chapman Avenue
Placentia, Ca. 92870-6198

California
Special Districts
Association
1121 L Street
Suite 308
Sacramento, CA
95814
916.442-7887
Fax 916.442-7889
<http://www.csda.net>

Re: CSDA Legislative Issues

Dear Elizabeth:

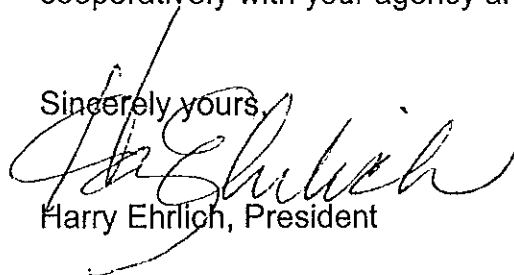
Thank you for your recent letters regarding the representation on the CSDA Legislative Committee and possible legislative initiatives for 1999. It is encouraging to me that you are advocating increased participation in these activities in CSDA.

I am pleased to inform you that this year the Board of Directors approved a policy change to encourage the addition of CSDA members on Board committees such as the Legislative Committee. The only caveat is that any non-board members must cover their own travel and meeting expenses. I will forward your request to the Legislative Committee for their review and recommendation to me for candidates to the committee. I would appreciate your suggestion of 2 or 3 possible candidates to be considered for such a position that would be active and politically oriented to participate.

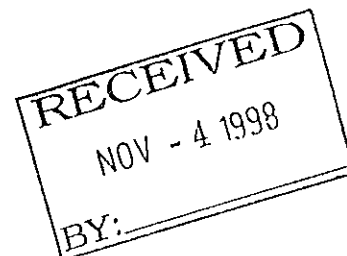
Your second suggestion for consideration for ERAF related legislation is of interest for both library districts and possibly other similar non-enterprise districts. I would be interested in having more specifics outlined in the next month for the Legislative Committee to consider. Since you have forwarded your letter to Ralph Heim already, I will trust that he will provide his thoughts to the Committee in the appropriate forum also.

In conclusion, I look forward to responding positively to your proposal and working cooperatively with your agency and other library districts in CSDA.

Sincerely yours,



Harry Ehrlich, President



Executive Director
Catherine Smith



PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director *edm*

SUBJECT: Authorization to establish Merchant Card Services for MasterCard and VISA with Sanwa Bank for use in the Passport Acceptance Agency payments to the District and other District General Fund receivables; establish policy of \$15.00 minimum charge for MasterCard and VISA transactions; and a status report on the Passport Acceptance Agency preparation process

DATE: November 17, 1998

BACKGROUND:

Merchant Card Services

During the initial orientation consultation with the Customer Service Manager of the Los Angeles Passport Agency it was strongly recommended that the District provide a credit card payment option for its passport application clients. A credit card may also be used for optional overnight delivery charges. The credit card may not be used to pay for the processing fee that goes directly to the Passport Office.

This service can be provided by Sanwa Bank with the proceeds being directly deposited into the District's General Fund Checking Account. This is only a minor inconvenience in that the General Fund deposits are collected in the General Fund Savings Account prior to transfer to the County – staff will need to do an additional transfer here once each month.

The credit card service could be used for any District General Fund activity such as payments for fines or lost materials. It could not be used for Friends or Foundation transactions because of auditing complications.

Attachment A is the Merchant Rate Proposal provided by Sanwa Bank.

Start-up costs:

Used terminal & printer (new is \$650)	\$400.00
PIN entry pad	200.00
Sales tax on equipment	46.50
<u>Bank set-up charge</u>	<u>50.00</u>
TOTAL Start-up	<u>\$696.50</u>

There may be a delivery charge on the equipment.

Operational costs:

Monthly minimum	\$ 15.00
Per transaction fee	.20
% per transaction in person	2.75%
% per transaction by mail/phone	3.75%

The total on a minimum \$15.00 charge would be 4.08% or 61.25c.

If at some future time the District adds American Express, Discover, Diners Club or other cards there is a 25¢ per transaction fee in addition to whatever percentage those card companies charge.

In order to establish the Merchant Card Services the Board needs to approve the Corporate Resolution signed by President Dinsmore (Attachment B); and the Merchant Member Application (Attachment C) and the Merchant Agreement (Attachment D) signed by all Trustees and the Library Director. Sanwa Bank has no problem with a Trustee-Elect being included in the signature list.

Minimum Charge Policy

Sanwa Bank recommends that the District set a minimum charge policy for credit card transactions. Staff is recommending \$15.00.

Status Report on Passport Acceptance Agency Preparation Process

Staff training for the Passport program will be held on November 17 and 18 with half of the staff attending on each day.

The forms and office supplies needed to initiate the program have been acquired.

The anticipated start-up date is the first week of December.

The staff has not yet begun to work on promotional materials for this program.

RECOMMENDATION:

Receive & File

1. Approve District's application for Merchant Card Services for MasterCard and VISA with Sanwa Bank, and authorize signature by all Trustees, Trustee-Elect Gaeten M. Wood, and Library Director Elizabeth D. Minter
2. Establish a minimum charge of \$15.00 for MasterCard and VISA transactions
3. Receive & File



SANWA BANK CALIFORNIA
MERCHANT RATE PROPOSAL (ONLY)

Agenda Item 33
Attachment A
Page 1 of 2

APPROVED BY: VITO NAVALI DATE: 11/3/98
MERCHANT: PLACENTIA LIBRARY

The discount rate is assessed based on VISA® MasterCard® and JCB average sales draft amount and monthly net deposits of qualifying transactions. A qualifying transaction is swipe or key entered which is authorized and electronic captured.

AVERAGE SALES DRAFT: between \$15 AND \$50
MONTHLY VOLUME: between \$500 AND \$2,500
DISCOUNT RATE: 2.75% (swiped) NON-STANDARD DISCOUNT RATE: 2.75%
TRANSACTION FEE: \$ 0.20
PROCESSING METHOD: Terminal/Printer PC Batch SWIPE TIP

OTHER PAYMENT TYPES
AMERICAN EXPRESS® \$ 0.75 Per transaction
DISCOVER CARD® \$ 0.75 Per transaction
DINERS CLUB® \$ 0.75 Per transaction
*Contact card entity for initial set up.
GOOD USED TERMINAL & PRINTER \$400

ADDITIONAL MERCHANT SERVICES
• ATM (Debit)Card \$0.45 Per transaction.
Networks - STAR/EXPLORE, INTERLINK, MABSTRO
• CHECK GUARANTEE Contact Check Guarantee company for initial set up.
The Bank supports processing for TELECREDIT/EQUIFAX, TELECHECK (No fee assessed for Check Guarantee processing)

OTHER MERCHANT FEES
Set Up: One-time non-refundable \$50.00 fee per location (includes one imprinter)
Monthly minimum of: \$15.00 Returned credit: \$0.25 per item
Verifone Tranz 380 Terminal \$400.00 Plus tax
Verifone 250 Receipt Printer \$300.00 Plus tax
PC Program DOS Version \$250.00 Plus tax
Reprogram Terminal \$50.00 Per location
Verifone Tranz 330 Terminal \$350.00 Plus tax
Verifone Pin Pad \$200.00 Plus tax
PC Program for Windows \$100.00 Plus tax
Add'l terminal same location \$25.00

The information contained in this quote is intended to be a proposal only. Merchant processing application is subject to bank approval. If your deposit activity, monthly volume, and average draft size differs from that on which these discount rates are based, it may be necessary to adjust those discount rates. In addition, the bank may adjust the discount rates due to changes in VISA and MasterCard increase in interchange fees, dues and assessments. Merchant must adhere to the Merchant Bankcard Participation Agreement and all by laws of the state of California as they pertain to bankcard sales. A depository account is required to allow credit of transaction settlement.

Merchant Bankcard Services
5/93

Vito Navali
11/3/98

DISCOUNT RATE SCHEDULE

(VISA/Mastercard Combined)
Effective April 1, 1998

MONTHLY BANKCARD SALES VOLUME	METHOD OF AUTHORIZATION	UNDER	\$20.01	\$30.01	\$50.01	\$75.01	\$100.01	OVER
		\$20	TO \$30	TO \$50	TO \$75	TO \$100	TO \$200	\$200
\$1 - 2,500	PAPER/ TELEPHONE	9.35%	8.10%	6.20%	5.25%	4.55%	3.95%	3.75%
	DATA CAPTURE (CARD SWIPE ONLY)	4.75%	4.15%	3.35%	2.85%	2.60%	2.50%	2.40%
\$2,501 - 5,000	PAPER/ TELEPHONE	8.90%	7.75%	5.95%	5.00%	4.35%	3.80%	3.60%
	DATA CAPTURE (CARD SWIPE ONLY)	4.55%	3.95%	3.25%	2.70%	2.50%	2.40%	2.30%
\$5,001 - 10,000	PAPER/ TELEPHONE	8.63%	7.45%	5.75%	4.85%	4.20%	3.65%	3.50%
	DATA CAPTURE (CARD SWIPE ONLY)	4.35%	3.85%	3.15%	2.65%	2.40%	2.30%	2.20%
\$10,001 - 25,000	PAPER/ TELEPHONE	8.27%	7.15%	5.50%	4.65%	4.00%	3.50%	3.35%
	DATA CAPTURE (CARD SWIPE ONLY)	4.18%	3.65%	2.95%	2.60%	2.25%	2.20%	2.10%
\$25,001 AND UP	PAPER/ TELEPHONE	7.90%	6.85%	5.25%	4.45%	3.85%	3.35%	3.20%
	DATA CAPTURE (CARD SWIPE ONLY)	4.10%	3.55%	2.90%	2.60%	2.25%	2.20%	2.10%

Standard rate

3.75 library

2.75

These rates apply only to face-to-face transactions where card is presented to the merchant/retailer. All transactions must be electronically card swiped, and electronically printed or manually imprinted.

Rates do not apply to mail order/telephone orders, or merchants that have non-standard operational requirements.

Monthly volume over \$25,000 is subject to individual rate analysis.

All merchants are encouraged to use electronic ticket/data capture system.

See current bankcard price list for terminals, printers, software, and supplies on reverse side.

All merchant applications are subject to approval by Sanwa Bankcard Center.



MERCHANT CARD SERVICES
CORPORATE RESOLUTION

Merchant Agreement Corporate Resolution

TO: Sanwa Bank California ("Bank")

RESOLVED, that the following Officers of the Corporation:

the President of the Placentia Library District Board of Trustees (title)

or any Member of the Placentia Library District Board of Trustees (title)

together with the Library Director of Placentia Library District (title)

or the _____ (title)

are hereby authorized, in the name of and on behalf of the corporation to enter into a Merchant Agreement ("Agreement") with Bank and to take such other action relating to said Agreement, as any such officer may from time to time deem appropriate in connection with its participation in a multiple-bankcard system known as the "MasterCard" or "VISA" or "JCB" Card System or any combination thereof.

FURTHER RESOLVED, that the corporation is hereby authorized to deliver sales drafts, credit memoranda and other instruments to Bank pursuant to said Agreement.

FURTHER RESOLVED, that any authority so designated herein shall remain in full force and effect and that the Bank is authorized to act upon these resolutions until specific notice of revocation is received by the Bank.

FURTHER RESOLVED, that the authority given hereunder shall be deemed retroactive and any and all acts authorized and/or obligations assumed or incurred prior to the passage of this resolution, are hereby approved and ratified

SECRETARY'S CERTIFICATION

I certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the corporation whose name appears below, at a meeting of the Board legally and regularly held on November 17, 19 98, a quorum being present and acting, and that this resolution has not been amended or rescinded and is still in full force and effect. I further certify that the signatures of the persons who signed the Merchant Bankcard Participation Agreement are the signatures of the persons who are authorized by this resolution to sign for and on behalf of the corporation for that purpose.

IN WITNESS WHEREOF, I have set my hand and the seal of the corporation on this

Seventeenth day
of November, 19 98

Placentia Library District
Corporation

By _____
Signature

Margaret V. (Peggy) Dinsmore
Name (Printed)

President
Title (Printed)

Affix Corporate Seal Here



12

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12

(

12

(

MERCHANT CARD SERVICES
MERCHANT MEMBER APPLICATION

A3893806 181-36-9843
 Elizabeth D. Minter
 539 Gardena, Placentia 92870

CHECK ONE
 NEW MERCHANT SET UP
 EXISTING MERCHANT

TYPE OF REQUEST (CHECK ALL THAT APPLY)
 BUSINESS OWNERSHIP CHANGE
 BUSINESS NAME CHANGE
 ADDITIONAL LOCATION
 OTHER

MERCHANT ACCOUNT # 541388
 BUSINESS CHECKING ACCOUNT #
2 6 5 7 0 0 8 6 0

PRINT OR TYPE ONLY
 COMPLETE BUSINESS NAME / CORPORATE NAME: Placentia Library District BUSINESS PHONE: 714-528-1925 Ext. 202

DBA NAME (IF DIFFERENT):
 STREET ADDRESS: 411 E. Chapman Ave., Placentia CITY: Placentia STATE: CA ZIP: 92870-6198
 MAILING ADDRESS: 411 E. Chapman Ave., Placentia CITY: Placentia STATE: CA ZIP: 92870-6198

BUSINESS TYPE: Gov. Agency SOLE PROPRIETOR PARTNERSHIP LIMITED LIABILITY COMPANY (LLC) CORPORATION NONPROFIT

NUMBER OF LOCATIONS: 1 PART OF A FRANCHISE YES NO
 PRINCIPAL / PARTNER / OWNER, MEMBER / MANAGER NAME(S) HOME ADDRESS DRIVER'S LICENSE # SOCIAL SECURITY # PERCENT (%) OF OWNERSHIP
 1. Margaret V. Dinsmore 2108 Rosemont, Placentia 92870 W0377861 545-18-6787 N.A.
 2. Sandra Stark 325 Willamette, Placentia 92870 H0054357 569-52-5991 N.A.
 3. Al Shkoler 1120 Cypress Point Dr., Placentia 92870 C1670208 359-28-6975 N.A.
 4. Robin J. Masters 212 S. Kraemer Blvd, #2710, Placentia 92870 P0493482 568-80-4978 N.A.
 5. Gaeten M. Wood 313 Garfield, Placentia 92870 P0840176 555-76-7862 N.A.
 FEDERAL TAX ID # 95-3197792 TYPE OF GOODS SOLD / SERVICE Public Library LENGTH OF TIME IN THIS BUSINESS 79 years

HAVE YOU EVER DEPOSITED CREDIT CARD SALES DRAFTS WITH ANOTHER BANK OR PROCESSOR? YES NO IF YES ATTACH LAST SIX MONTHS MERCHANT STATEMENTS
 IF SO, UNDER WHAT NAME AND ADDRESS?
 NAME AND ADDRESS OF BANK OR PROCESSOR

HAVE YOU EVER BEEN TERMINATED BY A BANK OR PROCESSOR? YES NO
 REASON FOR TERMINATION
 HAVE YOU OR THE BUSINESS EVER DECLARED BANKRUPTCY? YES NO IF YES, GIVE DATE

BANKING RELATIONSHIP(S) (INCLUDE SANWA ACCOUNTS)
 BANK NAME ADDRESS ACCOUNT NUMBER CHECKING BUSINESS / PERSONAL SAVINGS
Sanwa, 3021 Yorba Linda Blvd, Fullerton 2657-00860 0937-19337 xxx
2658-00932 0933-19339 & 0935-19338

LOCATION OF BUSINESS RETAIL STOREFRONT PRIVATE RESIDENCE OFFICE SUITE OTHER (SPECIFY) Civic Center

PROJECTED AVERAGE TICKET SIZE \$ 15.00 PROJECTED MONTHLY CREDIT CARD SALES \$ 500.00

MAIL / PHONE ORDERS ACCEPTED YES NO IF YES % OF TOTAL SALES 5 %

NAME OF PRIMARY CONTACT FOR THE BUSINESS: Elizabeth D. Minter, Library Director PHONE NUMBER: 714-528-1925 Ext. 203
 TYPE OF BANK CARDS TO BE ACCEPTED OTHER THAN MASTERCARD AND VISA. INDICATE BUSINESS ESTABLISHMENT NUMBER FOR EACH TYPE OF CARD ACCEPTED.

AMERICAN EXPRESS # 504** N.A. JCB # N.A.
 DISCOVER # 6011** N.A. DINERS / CARTE BLANCHE #** N.A.

The statements I (we) have made in this application are true. I (we) agree to notify Sanwa Bank California of any important changes in the facts listed above. This application now belongs to Sanwa Bank California. I (we) further understand that a Consumer Report of each of the officers/partners/members/managers/proprietors of the applicant firm may be requested from a Consumer Reporting Agency and that other credit and financial information and reference inquiries will be made of other persons or entities, including but not limited to, MasterCard and VISA credit card associations. A Consumer Report is a routine report on credit worthiness, frequently used by creditors. In this application for merchant credit card service approval, subsequent Consumer Reports and inquiries may be required or used in connection with an update, renewal or extension of the contract. I (we) agree that all business references, including banks, may release any and all credit and financial information to Sanwa Bank California. In order to process this application, it is necessary that each of the officers/partners/members/managers/proprietors sign below. Each of the undersigned ("you") understand that section 180121 of the California Vehicle Code requires the Department of Motor Vehicles to hold information concerning your residential or mailing address in confidence, to be released only to courts, to governmental or law enforcement agencies, and under some circumstances, to insurance companies. Generally, anyone else seeking that information must obtain your written waiver of your right to confidentiality before it is released. By signing this form, you hereby waive your right to confidentiality as to this information with respect to Sanwa Bank California ("Bank") and authorize the Department of Motor Vehicle to release such information to the Bank or to its representatives or agents when such information is sought in connection with any business you have conducted or are conducting with the Bank.

ALL PRINCIPALS MUST SIGN APPLICATION PRIOR TO PROCESSING

1) SIGNATURE: Margaret V. Dinsmore PRINTED NAME AND TITLE: Sandra Stark DATE: Nov 17, 1998
 2) SIGNATURE: Al Shkoler PRINTED NAME AND TITLE: Robin J. Masters DATE: Nov 17, 1998
 3) SIGNATURE: Gaeten M. Wood PRINTED NAME AND TITLE: Elizabeth D. Minter DATE: Nov 17, 1998
 4) SIGNATURE: _____ PRINTED NAME AND TITLE: _____ DATE: _____



BANKCARD CENTER APPROVAL
 PRINT NAME AND TITLE: _____ SIGNATURE: _____ DATE: _____

* If more than one location, additional application and site inspection are required.
 ** Individual credit card company must be contacted by Merchant for initial set-up or transfer
 Original-Bankcard Center Duplicate-Office Copy Triplicate-Merchant Copy
 Member FDIC
 MCL-1 (09-97)



MERCHANT AGREEMENT

In consideration of the mutual covenants herein, Sanwa Bank California ("Bank") and the undersigned Merchant ("Merchant") have agreed as follows as of the date of acceptance by Bank's authorized representative noted below.

ARTICLE I - CARD TRANSACTIONS

1.01 Honoring Cards.

- (a) Merchant shall honor without discrimination all valid cards of the type(s) checked below ("Cards") when properly presented as payment by customers in connection with bona fide, legitimate business transactions. If Merchant does not deal with the public at large (such as in the case of a private club), Merchant shall be deemed to have complied with this non-discrimination rule if it honors all valid Cards of cardholders who have purchasing privileges or memberships with Merchant.
- (b) Merchant shall not require, through an increase in price or otherwise, any cardholder to pay any surcharge at the time of sale or to pay any part of any charge imposed on Merchant by Bank (discounts for payment in cash, however, are permitted).
- (c) Merchant shall not establish minimum or maximum transaction amounts.
- (d) Merchant shall not require a cardholder to provide personal identification information such as telephone, number address, or driver's license number as a condition of honoring any Card, unless such information is necessary to complete a particular transaction, e.g. address information in a mail order transaction or is required in connection with the transaction by MasterCard International, Inc. ("MasterCard"), and/or VISA U.S.A. Inc. ("VISA"), and/or JCB (collectively "ICB") the Card issuer, or Bank; provided however, that any such information may only be collected to the extent permitted by applicable law, regulation or rule.

1.02 Advertising.

- (a) Merchant shall display adequately the appropriate VISA, MasterCard and/or JCB marks or logotypes on any advertising or promotional materials provided or required by Bank to inform the public that Cards will be honored at Merchant's place of business. Such displays, however, are not required of private clubs and other Merchants that do not deal with the general public, vehicle leasing companies at airport locations, transportation companies subject to government regulation (state, federal or foreign), or other Merchants expressly exempted from this requirement by MasterCard and/or VISA, as applicable.
- (b) Merchant shall not display or use advertising or promotional materials containing Bank's name or symbol which might cause a customer to assume that Merchant honors only Cards issued by Bank.
- (c) Merchant shall have the right to use or display the proprietary names and symbols associated with Cards only while this Agreement is in effect, or until Merchant is notified by Bank or any appropriate bankcard organization to cease such usage.
- (d) Merchant shall comply with all applicable MasterCard, VISA, and JCB rules and regulations concerning the use of service marks and copyrights owned by MasterCard, VISA or JCB.
- (e) Merchant shall use the proprietary names and symbols associated with Cards only to indicate that Cards are accepted for payment and shall not indicate, directly or indirectly, that Bank, MasterCard, VISA, or any bankcard organization endorses Merchant's products or services.
- (f) Merchant shall not refer to MasterCard, VISA or JCB in stating eligibility for its products, services, or memberships.

1.03 Card Examination.

- (a) Merchant shall not engage in a transaction (other than a mail order, telephone order, or pre-authorized transaction) with a cardholder that fails to present the Card that is intended to be used to complete the transaction.
- (b) Merchant shall not honor any Card that is not yet effective or that has expired.
- (c) Before honoring any Card Merchant shall:
- check the effective date (if any), the signature panel and the expiration date on the Card;
 - examine any Card security features (such as a hologram) included on the Card;
 - compare the embossed account number on the face of the Card with any account number printed or encoded elsewhere on the Card and, in the case of a transaction in which a magnetic stripe reading terminal is used, with the account number displayed and/or printed by the terminal; and
 - if the transaction does not require authorization under Section 1.04 below,

check the account number on the Card against either the most current Combined Warning Bulletin published jointly by MasterCard and VISA or the National Card Recovery File, or any other applicable file, record, list, or verification service maintained by or provided to Merchant.

- (d) If the account number on the Card appears in the Combined Warning Bulletin or any similar resource, or if the Card is expired, Merchant shall not honor the Card, shall use its best efforts, through reasonable and peaceful means, to retain or recover the Card, and shall call Bank's designated authorization center to advise it of the pickup and receive mailing and other instructions.

1.04 Authorization.

- (a) Before honoring any Card, Merchant shall request authorization from Bank's designated authorization center if:
- the total amount of the transaction (including any applicable taxes) exceeds the floor limit then applicable to the transaction (for hotel, motel, and vehicle leasing transactions, Merchant must estimate the amount of the transaction based upon the customer's intended length of stay or rental and request authorization if the estimated transaction amount exceeds the applicable floor limit; upon check-out or return of the rental vehicle, additional authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount authorized; when multiple airline tickets are purchased at the same time using the same account number, Merchant may obtain authorization for each ticket individually; when a transaction is completed in partial payment of a purchase, authorization is required for the portion of the purchase effected with the Card, regardless of the applicable floor limit);
 - Merchant desires to make a delayed presentment of the transaction record sales slip;
 - in a transaction (other than a mail or telephone order transaction) involving a conventional sales slip, the sales slip is not imprinted with the Card or with the Merchant plate; or
 - the signature panel on the Card does not contain the customer's signature.
- (b) If the authorization is being obtained for a reason other than the fact that the amount of the transaction exceeds the applicable floor limit, Merchant shall contact a voice operator to obtain the authorization, inform the operator of the specific reason for the authorization request, and await instructions.
- (c) Except as otherwise expressly permitted or required under this Agreement, or under the VISA or MasterCard rules, as applicable, Merchants shall obtain any required authorization (i) on the same date as the transaction, (ii) prior to the completion of the transaction, and (iii) in the total amount of the transaction.
- (d) In a case in which the Card is not signed, Merchant shall, in addition to obtaining an authorization in accordance with sections 1.04(a) (iv) and 1.04(b) above, ask the cardholder for additional identification and require the cardholder to sign the Card.
- (e) In a restaurant transaction, an authorization is valid if the transaction amount is no less than 80% and no more than 120% of the authorized amount; if the transaction amount is more than 120% of the authorized amount, an additional authorization must be obtained.
- (f) In mail or telephone order transaction in which goods are to be shipped or delivered to the cardholder, an authorization is valid if (i) the transaction amount is not more than 115% of the authorized amount, and (ii) any amount by which the transaction amount exceeds the authorization amount represents shipping costs; in addition, such an authorization may be obtained up to seven (7) calendar days prior to the transaction date (which is the shipment date).
- (g) Merchant shall retain the Card while making an authorization request.
- (h) If authorization is granted, Merchant shall print the authorization number legibly, or otherwise ensure that it appears clearly, in the appropriate location on the sales slip.
- (i) If authorization is denied, Merchant shall not complete the transaction, shall follow any instructions from the authorization center, and, if so instructed, shall use its best efforts through reasonable and peaceful means, to retain or recover the Card.
- (j) Merchant shall be liable to Bank, regardless of any authorization, if Merchant completes a transaction when the cardholder is present but does not have his Card or does not sign the sales slip, or the signature on the sales slip does not match the signature appearing on the Card.

1.05 "Code 10" Authorizations.

(a) Under any of the following circumstances, Merchant shall not honor the Card, shall use its best efforts, through reasonable and peaceful means, to retain or recover the Card, and shall call Bank's "Code 10" operator to advise it of the pickup and receive mailing and other instructions: (i) the account number embossed on the face of the Card is not the same as any account number printed or encoded elsewhere on the Card; (ii) the four-digit number printed above the embossed account number is not the same as the first four digits of the account number; (iii) the account number embossed on the face of the Card is not the same as the account number displayed by any point-of-transaction terminal used in connection with the transaction; (iv) the customer's signature on the sales slip is questionable; (v) the Card does not have a hologram in the appropriate place; (vi) Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent, or stolen; or (vii) there are other unusual or suspicious circumstances surrounding the transaction.

(b) The obligation of Merchant to retain or recover a Card imposed by this or any other section of this Agreement does not authorize a breach of the peace or any injury to person or property, and Merchant will hold Bank harmless from any claim arising from any injury to person or property or other breach of the peace.

1.06 Completing the Transaction Record.

Except as otherwise provided below, when honoring a Card, Merchant shall:

(a) include on any conventional sales slip the transaction date, a description of the goods or services sold, and the price thereof (including any applicable taxes), in detail sufficient to identify the transaction.

(b) if the transaction is initiated at a point-of-transaction terminal, include on the printer receipt: (i) the cardholder's account number; (ii) Merchant's name; (iii) Merchant's location; (iv) the amount of the transaction; and (v) the date of the transaction;

(c) obtain the signature of the customer on the sales slip, but only after the total transaction amount is included on the slip;

(d) compare the signatures on the sales slip and the signature panel of the Card, and if the Card has a photograph of the cardholder, ascertain that the customer resembles the person depicted in the photograph, and compare the account number displayed on any point-of-transaction terminal being used, and if any of these identifications are uncertain or Merchant otherwise questions the validity of the Card, contact Bank's authorization center for instructions;

(e) imprint legibly on any conventional sales slip the embossed data from the Card and from the Merchant imprinter plate;

(f) if Merchant is using a magnetic stripe reading terminal in connection with a transaction and that terminal is unable to read the Card's magnetic stripe, complete and obtain the cardholder's signature on a conventional sales slip for the transaction, and obtain an imprint on that slip as required under Section 1.06(e) above (as an alternative to completing a conventional sales slip for a transaction such as this: Merchant may include an imprint of the Card directly on a blank portion of the printer slip produced by the electronic terminal); and

(g) deliver a true and completed copy of the sales slip to the customer at the time of delivery of the goods or performance of the services, or, in the case of transactions initiated at point-of-transaction terminals, at the time of the transaction.

1.07 Multiple Transaction Records; Partial Consideration.

(a) Must include on one transaction record the entire amount due for a transaction, which includes all items of goods and services purchased except in the following instances:

(i) the transaction involves purchases made in separate departments of a multi-department store;

(ii) the transaction involves delayed or amended charges for a lodging or vehicle rental transaction in which:

(A) the cardholder consented in writing to be liable for such charges;

(B) such charges consist of ancillary or corrected charges such as room charges, taxes, or toll fees, and not charges for loss, theft, damage, or traffic violations, and

(C) Merchant sends the cardholder a copy of the amended or add-on sales draft.

(iii) the customer pays a portion of the transaction amount in cash or by check at the time of the transaction;

(iv) all or a portion of the goods or services are to be delivered or performed at a later date, and the cardholder signs two separate sales slips, one of which represents a deposit and the second of which represents payment of the balance, and the "balance" sales slip is completed only upon delivery of the goods or performance of the services; in which case Merchant agrees:

(A) to note on the sales slips the word "deposit" or "balance," as appropriate;

(B) if the total amount of the two slips exceeds the applicable floor limit to obtain prior authorization and note the authorization number(s) of sales slips; and

(C) not to present the "balance" sales slip until all the goods are delivered or all the services are performed.

(v) the cardholder is participating in an advance resort deposit transaction; or

(vi) the cardholder is using an installment payment option offered in accordance with Section 1.08.

(b) Merchant agrees not to divide a single transaction between two or more transaction records originated by a single card to avoid obtaining an authorization.

1.08 Telephone Orders, Mail Orders, Pre-authorized Orders, and Installment Orders.

(a) If a Card transaction is made by telephone order (TO), mail order (MO), or pre-authorized order (PO), the sales slip may be completed without a cardholder's signature or a Card imprint, but Merchant shall:

(i) ensure that the sales slip contains sufficient information to identify Merchant and the cardholder and that such information is printed in a legible manner; in the case of a conventional sales slip such information shall include: Merchant's name and address, the Card issuer's ICA or BIN number and Card initials (if any), the account number, the expiration date and any effective date on the Card, the cardholder's name, and any company name;

(ii) print legibly on the signature line of the sales slip the letters "TO", "MO", or "PO" ("Recurring Transaction" for VISA transactions), as appropriate;

(iii) for telephone and mail order transactions, include the expiration date as part of any authorization inquiry; and

(iv) be liable for the amount of any sales slip generated in a telephone, mail, or pre-authorized order transaction that proves to be uncollectible for any reason whatsoever.

(b) Except as otherwise expressly provided herein, or in the VISA or MasterCard rules, as applicable, or in any non-imprint transaction, Merchant shall be deemed to warrant the customer's true identity as an authorized user of the Card, whether or not authorization is obtained, unless Merchant obtains and notes legibly on the sales slip independent evidence of the customer's true identity.

(c) In connection with a recurring transaction (or pre-authorized order) pursuant to which goods or services are delivered to or performed for a cardholder periodically, Merchant agrees to the following conditions:

(i) Merchant must obtain a written request from the cardholder that the recurring transaction be charged to the cardholder's account;

(ii) The written request must specify the amount of the recurring transaction, the frequency of the recurring charges, and the length of time for which the pre-authorized order is to remain in effect;

(iii) Before renewing a pre-authorized order, Merchant must obtain a subsequent written request from the cardholder containing the information listed above;

(iv) Merchant must retain the cardholder's written authorization for as long as the pre-authorized order is in effect and must provide a copy to Bank, upon request; and

(v) Merchant must not deliver goods or perform services covered by a pre-authorization order after being advised that the pre-authorization has been canceled or that the Card is not to be honored.

(d) Merchant may offer cardholders an installment payment option for its mail/telephone order merchandise, subject to the following conditions:

(i) Merchant's promotional material must clearly disclose the installment terms, including but not limited to (A) whether the plan is available only for selected items or for the total amount of any order, and (B) how shipping and handling charges and applicable taxes will be billed. The material also must advise cardholders who are not billed in the transaction currency of the Merchant that the installment billing amounts may vary due to fluctuations in the currency conversion rates.

(ii) No finance charges may be added by Merchant. The sum of the installment transactions may not exceed the total sales price of the merchandise on a single transaction basis.

(iii) Authorization is required for each installment transaction.

(iv) Merchant may not deposit the first installment transaction with Bank until the merchandise is shipped. Subsequent installment transactions must be

deposited (A) at intervals of thirty (30) days or more, or (B) on the anniversary date of the transaction (i.e., the same date each month).

1.09 Returns and Adjustments; Credit Slips.

(a) If Merchant maintains a policy of permitting refunds, exchanges, returns, or adjustments for cash customers, Merchant shall maintain the same policy for persons making purchases through use of a Card. Merchant may implement its refund or return policy as to any Card transaction as long as Merchant discloses its policy at the time of the transaction by printing an appropriate notice (such as "No Refund," "Exchange Only," or "In-Store Credit Only," as appropriate) on all copies of the sales slip prior to obtaining the customer's signature. The language regarding Merchant's refund or return policy must be printed near the space for the cardholder's signature in letters that are approximately 1/4 inch in height.

(b) Except as provided above, if Merchant accepts any goods for return, permits the termination or cancellation of any services, or allows any price adjustment (other than involuntary refunds required by applicable airline or other tariffs or otherwise by law) then Merchant shall not make any cash refund, but shall complete and deliver promptly to Bank a signed credit slip evidencing the refund or adjustment, and deliver to the cardholder a true and complete copy of the credit slip at the time the refund or adjustment is made. Merchant shall include on any conventional credit slip a brief description of the goods returned, services terminated or canceled, or refund or adjustment made together with the date and amount of the credit, in sufficient detail to identify the transaction. Merchant shall imprint or legibly reproduce on each conventional credit slip the embossed data from the Card and from Merchant's imprinter plate. If the credit transaction is initiated at a point-of-transaction terminal, Merchant shall include on the printer receipt the information specified in Section 1.06(b) above. The amount of a credit slip cannot exceed the amount of the original transaction as reflected on the sales slip. Merchant may process a credit slip for a cardholder only if Merchant has previously completed a related purchase transaction with the same cardholder.

(c) Notwithstanding the foregoing, all returns and other transactions giving rise to a credit to a JCB Card Account must be processed by Merchant through the submission of a credit slip to Bank and may not be dealt with by Merchant by granting a JCB cardholder in-store credit.

(d) Within ten (10) days of the date of this Agreement Merchant shall provide Bank with a written description of Merchant's refund or return policy.

1.10 Cash Payments.

Merchant shall not receive any payments from a cardholder with respect to charges included on any sales slip resulting from the use of any Card, nor receive any payments from a cardholder to prepare and present a credit slip for the purpose of effecting a deposit to the cardholder's account.

1.11 Cash Advances.

Unless expressly authorized in writing by Bank, Merchant agrees not to make any cash advance to a cardholder, either directly or by deposit to the cardholder's account. Money orders sent by wire, contributions to charitable and political organizations, tax payments, insurance premium payments, alimony and child support payments, and court costs and fines shall not be considered cash advances or withdrawals.

1.12 Release of Cardholder Account Information.

Merchant shall not, without the cardholder's prior written consent, sell, purchase, provide, exchange, or otherwise disclose the cardholder's name, account information, or other personal information, in any form, to any third party other than Bank, Merchant's agents, or processing organizations for the purpose of assisting Merchant in its business, unless such disclosure is required by law. Merchant and its agents shall store all records containing cardholder account information in an area limited to selected personnel and, when destroying such records, shall do so in a manner that renders the account data unreadable.

1.13 Compliance with Card Association Rules.

Merchant shall comply with, be subject to, and conduct its credit Card activities in accordance with all applicable MasterCard, VISA, and JCB rules and regulations, including those rules pursuant to which MasterCard, VISA or JCB may impose penalties and fines in connection with Merchant's credit Card activities. Merchant acknowledges that MasterCard, VISA and JCB each have the right to conduct an audit or investigation of Merchant at any time. Merchant shall pay, or reimburse Bank for its payment of, any fines or assessments imposed by MasterCard, VISA or JCB that relate to the credit Card activities of Merchant.

1.14 Magnetic Stripe Reading Terminals.

Except as expressly noted otherwise herein, Merchant may use a magnetic stripe reading terminal to obtain authorizations and/or to capture and transmit transaction data. Merchant shall operate any such magnetic stripe reading terminal in accordance with applicable MasterCard and VISA specifications. Merchant shall not use any magnetic stripe reading terminal that prints or displays more information than that which is typically embossed on the front of a Card.

1.15 Quasi-Cash Transactions.

Transactions representing the remaining of an existing obligation of a cardholder including but not limited to obligations:

- (i) owed to the Merchant (except where the remaining is a result of a conversion of the Merchant's existing Card program to a MasterCard or VISA Program);
- (ii) arising from the dishonor of a personal check; and
- (iii) representing the collection of an existing indebtedness, are not permitted.

ARTICLE II - PRESENTMENT, PAYMENT, AND CHARGEBACK

2.01 Transmission of Data.

In lieu of depositing paper sales slips and credit slips with Bank, Merchant may transmit to Bank, in the form of magnetic tape or electronic data, as specified by and acceptable to Bank, all data required by this Agreement to appear on the sales slip or credit slip. The term "sales data" as used in this Agreement shall mean the data transmitted by Merchant that is contained in a sales slip or the electronic or magnetic tape record that is the equivalent of such a sales slip. The term "credit data" as used in this Agreement shall mean the data transmitted by Merchant that is contained in a credit slip or the electronic or magnetic tape record that is the equivalent of such a credit slip. All data transmitted shall be in a medium, form, and format approved in advance by Bank and shall be presorted and organized according to Bank's instructions. All references to "sales slips" and "credit slips" in this Agreement, unless stated otherwise, shall be deemed to include, in addition to conventional sales slips and credit slips, the printer receipts produced in connection with transactions initiated at magnetic stripe reading terminals and other point-of-transaction terminals. The term "transaction record," as used in this Agreement, shall be deemed to refer to sales slips and credit slips, as applicable, and the data transmitted pursuant to those slips.

2.02 Presentment of Transaction Records to Bank.

(a) Merchant may designate a third party (that does not have a direct agreement with Bank) as agent for the purpose of delivering transaction data captured at the point of sale by such agent. If Merchant elects to use such third party as its agent for the direct delivery of data-captured transactions, Merchant agrees to the following conditions (for the purposes of this Section 2.02, "Merchant" includes any agent designated by Merchant as permitted under this section):

- (i) Merchant must provide satisfactory notice to Bank that Merchant chooses to exercise the option specified above;
- (ii) The obligation of Bank to reimburse Merchant for transactions is limited to the amount (less the appropriate discount fee) delivered by Merchant's designated agent to VISA, MasterCard and JCB; and
- (iii) Merchant is responsible for any failure by its agent to comply with all applicable rules and regulations of MasterCard, VISA and JCB.

(b) Merchant shall present all sales data relevant to a transaction to Bank within the lesser of three (3) bank business days or five (5) calendar days after the date of the transaction, except that:

- (i) Merchant shall present no sales data until the goods have been shipped and/or delivered or the services have been performed and Merchant has otherwise performed all of its principal obligations to the customer in connection with the transaction; provided, however, that Merchant may present sales data for the prepayment of services or custom ordered merchandise prior to the performance of such services or the delivery of such merchandise if Merchant has disclosed to the customer the immediate billing of the transaction;

(ii) when Merchant requests and receives authorization for delayed presentment and legibly prints on the sales slip the authorization number and the words "Delayed Presentment," Merchant may present the sales data within the period permitted for delayed presentment (not to exceed thirty (30) calendar days);

(iii) if Merchant is obligated by law to return a sales slip or return it to a buyer upon timely cancellation, Merchant may present the sales data within ten (10) bank business days after the date of the transaction; and

(iv) when Merchant has multiple locations or offices and accumulates transaction records at a central facility, Merchant may present the transaction records to Bank within seven (7) bank business days after the date of the transaction.

(c) Merchant shall deliver all credit data to Bank within three (3) bank business days after the credit transaction date, except that if Merchant has multiple locations as described in subsection (b)(iv) above, Merchant may deliver the credit data to Bank within five (5) bank business days after the transaction date.

2.03 Prohibited Transactions; Factoring and/or Laundering.

Merchant shall not present to Bank directly or indirectly any transaction record:

- (a) that is not the result of a transaction between the cardholder and Merchant, that Merchant knows or should have known to be fraudulent or not authorized by the cardholder, that represents a transaction outside Merchant's normal course of business, or that contains the account number of a Card account issued to Merchant
- (b) representing a transaction that previously has been charged back to Bank and returned to Merchant, whether such presentation is made with or without the cardholder's permission
- (c) representing the remaining or transfer of an existing cardholder obligation that is deemed to be uncollectible, or
- (d) representing a transaction arising from the dishonor of a cardholder's personal check.

For purposes of the above prohibitions, Merchant shall be responsible for the actions of all its employees acting within the scope of their employment

2.04 Acceptance and Discount.

Subject to the provisions of any warranty of Merchant hereunder and of any chargeback rights, Bank agrees to accept valid transaction records from Merchant during the term of this Agreement and to pay Merchant the total amount represented by the transaction records less any percentage discount agreed to by the parties. Any payment made by Bank to Merchant in connection with a transaction shall not become final until the expiration of the period during which the transaction could be charged back under the MasterCard, VISA and/or JCB rules

2.05 Reserve to Cover Chargebacks.

At the sole option of Bank, Bank may withhold payment to Merchant of amounts otherwise payable under Section 2.04 that are reasonably determined by Bank to be necessary to cover future chargebacks, credits, and other charges that may result from Merchant's credit Card activities. If Bank determines that the proceeds of Merchant's future credit Card sales are unlikely to cover anticipated chargebacks and credits (whether because this Agreement has been terminated or for any other reason), Bank may also prohibit the withdrawal by Merchant of some or all of Merchant's funds then held on deposit with Bank.

2.06 Endorsement.

Merchant agrees that Merchant shall be deemed to have endorsed in Bank's favor any transaction records Merchant presents to Bank, and Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf.

2.07 Prohibited Payments.

Merchant agrees that Bank has the sole right to receive payments on any accepted transaction record as long as (a) Bank has paid Merchant the amount represented by the transaction record less the discount therefor and (b) Bank has not charged such transaction record back to Merchant. Unless specifically authorized in writing by Bank, Merchant agrees not to make or attempt to make any collections on any transaction record. Merchant agrees to hold in trust for Bank any payment Merchant receives of all or part of the amount of any accepted transaction record, and promptly to deliver the same in kind to Bank as soon as received, together with the cardholder's name and account number and any correspondence accompanying the payment

2.08 Chargeback.

- (a) Under any one or more of the following circumstances, Bank may charge back to Merchant any transaction record that Bank has accepted, and Merchant shall repay Bank the amount represented by the transaction record:
 - (i) The transaction record or any material information on a sales slip (such as the account number, expiration date of the Card, Merchant description, transaction amount, or date) is illegible, incomplete, or otherwise indiscernible, is not endorsed, or is not delivered to Bank within the required time limits;
 - (ii) The account number was listed on the Combined Warning Bulletin that was current on the transaction date and Merchant did not reject the transaction;
 - (iii) The sales slip does not contain the imprint of a Card that was valid, effective and unexpired on the transaction date, and such imprint is required under Section 1.06(f) or 1.06(g) above;
 - (iv) The transaction record is processed and the signature panel on the card does not contain the customer's signature and such signature is required under section 1.04(d);
 - (v) The transaction was one for which prior credit authorization was required and prior credit authorization was not obtained, or a valid authorization number is not correctly and legibly included on the transaction record;
 - (vi) The transaction record is a duplicate of an item previously paid or is one of two or more transaction records generated in a single transaction in violation of this Agreement;
 - (vii) The cardholder disputes the execution of the transaction record, the sale,

delivery, quality or performance of the goods or services purchased, or alleges that a credit adjustment was requested and a credit adjustment was issued by Merchant but not posted to the cardholder's account.

- (viii) The price of the goods or services shown on the transaction record differs from the amount shown on the copy of the sales slip or the receipt delivered to the customer at the time of the transaction;
 - (ix) Bank reasonably determines that Merchant has violated any term, condition, covenant, warranty, or other provision of this Agreement in connection with the transaction record or the transaction to which it relates;
 - (x) Bank reasonably determines that the transaction record is fraudulent or that the related transaction is not a bona fide transaction in Merchant's ordinary course of business, or is subject to any claim of illegality, rescission, avoidance, or offset for any reason whatsoever, including without limitation negligence, fraud, or dishonesty on the part of Merchant or Merchant's agents or employees;
 - (xi) The transaction record arises from a mail or telephone order transaction which the cardholder disputes entering into or authorizing, or which involves an account number that never existed or that has expired and has not been renewed; or
 - (xii) In any other situation in which a transaction has been charged back to Bank in accordance with the chargeback rules established by MasterCard, VISA and/or JCB.
- (b) Bank may charge back a transaction in accordance with Section 2.05(a) above even if an authorization was obtained in connection with the transaction (this subsection does not apply in the case of chargebacks that are based solely on the Merchant's failure to obtain an authorization).
 - (c) Bank shall, within a reasonable time following notice of chargeback of a transaction to Merchant, return to Merchant a copy of the sales slip or other documentation relating to the transaction or chargeback. If Merchant disputes the chargeback, Merchant must notify Bank that Merchant is disputing the chargeback within five (5) bank business days of its receipt of documentation relating to the transaction or chargeback. However, this does not discharge Merchant's liability for chargebacks.
 - (d) In a situation in which there is a chargeback for an amount less than a transaction amount, Bank must include the partial amount special chargeback indication.
 - (e) Merchants are prohibited from re-depositing transactions that have been previously charged back to Merchant by Bank.
 - (f) In the event any cardholder or any other Bank asserts a claim or defense against the Bank or charges back to the Bank any sales draft for any reason, Bank reserves the right to charge back the disputed item to Merchant, and Merchant agrees to repay Bank the disputed amount.

2.09 Settlement Account

To facilitate settlement of all credit Card transactions, including processing of transaction records as defined herein, chargebacks, fees, charges and adjustments, Merchant will establish and maintain a Business Checking account (excluding Market Rate accounts or any other accounts with limitations on withdrawals), throughout the term of this Agreement "Settlement Account." Merchant acknowledges that Bank makes a Settlement Account available without any service charges or minimum balance requirements. However, Merchant may, at his sole option, elect to utilize any Business Checking Account it maintains with Bank in lieu of a separate Settlement Account.

ARTICLE III - MISCELLANEOUS

3.01 Fees and Charges.

Merchant shall pay Bank all fees, charges, and other compensation specified on attached Schedule L. Schedule L may be amended by Bank, from time to time, in accordance with Section 3.09 below

3.02 Imprinters and Terminals.

Merchant shall keep any imprinter(s) and terminal(s) used to process Card transactions in good working order and shall notify Bank prior to any change of the imprinted or programmed information

3.03 Forms.

Merchant shall use only such forms or modes of transmission of sales data and credit data as are provided or approved in advance by Bank, and Merchant shall not use forms or equipment provided by Bank other than in connection with Card transactions completed hereunder.

3.04 Records.

Merchant shall retain either the original or a legible microfilm copy of both sides of all sales slips (and a copy of any other transaction record) and credit slips for at least three (3) years after the date Merchant presents the transaction data to Bank.

3.05 Requests for Copies.

Within five (5) days of receipt of any request therefore by Bank, Merchant shall provide to Bank or assigned processor a legible copy of the original transaction record or a copy of the microfilmed version thereof (in size comparable to the original record) and any other documentary evidence available to Merchant and reasonably requested by Bank to meet its obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning cardholder accounts. If Merchant does not provide to Bank this legible copy within the above required time frame, then Merchant is liable for the full amount of the transaction. Bank may chargeback to Merchant for "non Receipt of Requested Item," and there will be no recourse unless Merchant can provide to Bank proof of delivery and date of delivery of legible transaction requested.

3.06 Compliance with Law.

Merchant shall comply with all laws applicable to Merchant, Merchant's business, and any Card transaction, including without limitation all state and federal consumer credit and consumer protection statutes and regulations.

3.07 Indemnification.

Merchant agrees to hold Bank harmless from, and indemnify Bank against any and all claims, demands, actions, losses, damages, and liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from any alleged violation by Merchant of any applicable law or regulation or any action of Merchant, its agents or employees, in connection with any Card Transaction subject to this Agreement.

3.08 Modification.

This Agreement is subject to such modifications, changes, and additions as may be required, or deemed by Bank to be required, by reason of any state or federal statute, judicial decision, MasterCard, VISA or JCB rule or regulation, or the regulation or ruling of any federal agency having jurisdiction over Bank or Merchant.

3.09 Amendment.

Bank may amend this Agreement at any time by mailing written notice to Merchant of any amendment at least ten (10) days prior to the effective date of the amendment, and the amendment shall become effective on the date specified unless Bank receives Merchant's notice of termination of this Agreement before such effective date.

3.10 Liability.

Bank's liability to Merchant with respect to any Card transaction shall not exceed the amount represented by the transaction record in connection with that transaction less any applicable discount, and Bank shall in no event be liable for any incidental or consequential damages whatsoever.

3.11 Combined Warning Bulletins.

Bank shall not be liable to Merchant for errors in the Combined Warning Bulletins provided to Merchant or for Merchant's failure to review, in accordance with this Agreement, those Bulletins sent to Merchant. Merchant must notify Bank of any delay in receipt or nonreceipt of any Combined Warning Bulletin.

3.12 Termination.

This Agreement may be terminated without cause by either party upon prior written notice to the other party. Bank may terminate this Agreement without prior notice in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due, or if Bank reasonably determines that Merchant has violated any term, condition, covenant, or warranty of this Agreement, or if Bank determines in its sole discretion that Merchant has abused its privileges under this Agreement. Upon the effective date of any such termination, Merchant's rights hereunder to make Card transactions, to deposit transaction records with Bank, and to use sales slip forms, credit slip forms, promotional material, and any other items provided by Bank hereunder shall cease, but Merchant's obligations in connection with any transaction record accepted by Bank (whether before or after such termination), including without limitation Merchant's chargeback obligations, shall survive such termination.

3.13 Right of Setoff.

Bank has the right of setoff against any deposit account Merchant maintains with Bank to satisfy any obligations of Merchant to Bank.

3.14 Security Interest.

Merchant hereby grants a security interest in any deposit account that Merchant now or hereafter has with Bank, in all funds in any such account, all writings evidencing any such account, and all proceeds of the foregoing, to secure Merchant's existing and future obligations to Bank under this Agreement. Merchant agrees to take such actions as may be required, from time to time, to establish and maintain such security interest as a perfected first lien security interest. For purposes of this provision, any failure by Merchant to pay Bank the amount of any transaction that

Bank has charged back to Merchant or any other amount owed by Merchant to Bank under this Agreement shall constitute a default by Merchant. Upon any such default, Bank shall have all rights and remedies provided by law, including the right to enforce its security interest by applying all funds in any account held by Bank to any and all of Merchant's indebtedness to Bank.

3.15 Credit and Financial Information.

Merchant authorizes Bank to obtain, from time to time, credit, financial, and other information regarding Merchant from other persons or entities, such as credit reporting agencies. Merchant also authorizes Bank to respond to requests from others for information regarding Merchant.

3.16 Change in Transmission Method.

The means of transmission indicated below shall be the exclusive means utilized by Merchant for the transmission of sales data or credit data to Bank. Merchant shall give Bank at least thirty (30) days' prior written notice of Merchant's desire to deliver and deposit actual sales slips and credit slips or otherwise to alter in any material respect Merchant's medium of transmission of sales data and credit data to Bank. Following termination, Merchant shall upon request provide Bank with all original and microfilm copies required to be retained as of the date of termination.

3.17 Notices.

All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, certified, registered, or first-class mail, and addressed to:

Bank at: Sanwa Bank California, Bankcard Center, P.O. Box 54499,
Los Angeles, California 90054

Merchant at: Placentia Library District
411 East Chapman Avenue
Placentia, CA 92870-6198

Notice of change of address shall be effective only when given in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of delivery or on the third (3rd) business day after mailing.

3.18 Supplementary Documents.

Reference to "this Agreement" includes any valid schedules, addenda, and amendments hereto.

3.19 Entire Agreement

The parties intend that the terms of this Agreement, including any attached schedules and addenda, shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceedings involving this Agreement.

3.20 Waiver.

No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

3.21 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, Merchant shall not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Agreement without the written consent of Bank. Any purported assignment, transfer, or delegation in violation of this Section shall be null and void.

3.22 Waiver of Trial by Jury.

THE BANK AND MERCHANT (THE "PARTIES") EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ("ACTIONS") ARISING UNDER OR PURSUANT TO THIS AGREEMENT OR ANY RELATED DOCUMENTS, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DISCUSSIONS, DEALING OR ACTIONS OF EITHER PARTY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL SUCH ACTIONS WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

3.23 Choice of Law.

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California IN WITNESS WHEREOF, Bank and Merchant have caused their duly authorized representatives to execute this Agreement as of the date set forth below the signature of each.

3.24 Suspension of Settlement and Other Services: Indemnification.

- (a) Merchant agrees that Bank may refuse to provide settlement and other services for transactions initiated by Merchant (i) if Bank designates Merchant as a high-risk Merchant, or (ii) if Bank, in its sole discretion, determines that the providing of settlement and other services presents an excessive risk to Bank based on factors including, but not limited to; the prior credit Card activities of Merchant; the nature of Merchant's business; whether or not Merchant engages in mail or telephone transaction activities; and the credit history of Merchant.
- (b) If Bank in good faith, suspends settlement and other services for Merchant based on above section (a), Merchant shall indemnify and hold harmless Bank against any claim (including, but not limited to, claims for consequential and punitive damages), demand, loss, cost, liability, and/or expense, including, but not limited to, reasonable attorney's fees, and other fees and costs, that relate to or result from Bank's refusal to provide settlement and other services for Merchant.

3.25 Severability.

If for any reason a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue in full force and effect.

3.26 Use of Merchant Name.

Merchant authorizes MasterCard, VISA and, or JCB to publish its name, address and telephone number in association with the MasterCard, VISA and /or JCB logo in any correspondence, publications or advertisements directed at existing or potential MasterCard, VISA and /or JCB cardholders.

3.27 Return of Materials.

Upon termination of the Agreement, Merchant shall return to Bank all promotional materials bearing the MasterCard, VISA or JCB logo and all MasterCard, VISA and JCB publications.

3.28 Merchant Responsibility.

For purpose of this agreement, Merchant shall be responsible for the actions of all its employees acting within the scope of their employment.

IN WITNESS WHEREOF, Bank and Merchant have caused their duly authorized representatives to execute this Agreement this seventeenth day of

November 19 98

SANWA BANK CALIFORNIA

Branch Name _____ Branch No. _____

By: _____
(Signature)

Name (Typed or Printed)

Title _____ Date _____

Account No. _____

Participant No. _____

Cards subject to this Agreement ("Cards")

- MasterCard Cards (including any other MasterCard International Inc. Cards)
- VISA Cards (including any other VISA U.S.A. Inc. and VISA International Service Association Cards)
- JCB Cards
- Other Cards as follows:

Medium of Transmission

- Electronic Terminal Transmission PC Transmission
- Magnetic Tape CPU-CPU Transmission
- Hard Copy Sales Slips and Credit Slips
- Other _____

Minimum term of agreement _____

MERCHANT

~~Placentia Library District~~
Name of business

~~An independent special library district~~
Type of Entity

By: _____
Margaret V. Dinsmore, President
Saundra Stark, Trustee
Signature Name Title

By: _____
Al Shkoler, Trustee
Robin J. Masters, Trustee
Signature Name Title

By: _____
Gaeten M. Wood, Trustee
Elizabeth D. Minter, Library Director
Signature Name Title

By: _____
Signature Name Title

BUSINESS ADDRESS

411 East Chapman Avenue
Street
Placentia, CA 92870-6198
City State Zip

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

Street

City State Zip



TO: Elizabeth Minter, Library Director

FROM: Suad Ammar, Principal Librarian


DATE: November 17, 1998

SUBJECT: Program Committee Report for the Month of October

DEPARTMENT		OCTOBER 1998	
		Number Of Programs	Number of Attendees
Adult Services			
Total			
YTD Total			
Literacy Services			
Conversation Group		6	17
Tutor Training		4	8
Tutor-In-Service		1	4
Total		11	29
YTD Total		20	105
Children's Services			
Way Out Wednesdays			
SRP Registration			
SRP School Visits			
Class Visits to the Library		10	209
Story Times 3-6		8	183
Group Visits to the Library		1	5
Lapsits		4	96
Total		23	493
YTD Total		65	3859



To: Elizabeth Minter, Library Director

From: Cyrise Smith, Children's Librarian 

Date: November 17, 1998

Subject: October Activities in the Children's Department

Programming- Programming began in October. There were 8 storytimes and 4 lapsits with a total attendance of 279. Attendance has been up this month.

TYPE OF PROGRAM	NUMER OF PROGRAMS	TOTAL ATTENDANCE
Lapsits 2 years and under	4	52 children / 44 adults
3 - 6 year old storytimes (a.m.)	4	31 children / 32 adults
3 - 6 year old storytimes (p.m.)	4	76 children / 44 adults
TOTALS	12	159 children / 120 adults

School Out Reach- The librarian attended the school library clerk meeting on October 28th at El Dorado High School. Plans are under way with Kathy Heath, the Librarian at El Dorado High School, to have the November school library clerk meeting here at Placentia Library.

School Visits- School visits have continued. Ten classes have visited from several different schools. A total of 209 children participated in these visits. We also had one Webelo pack with 5 members in working on their communications merit badge. They had a lesson on the Dewey Decimal system, and instruction on how to use the pacs.

Community Outreach- The librarian attended Family Reading Night at Sierra Vista. A table was set up with library books and information. The librarian was available for questions and was able to promote library programs currently in progress.

Teen Volunteers- Teen volunteers continue to work in the Children's Department. There are currently 8 working on completing their high school community service hours. They are working on completing several bulletin boards, reshelving picture books and paperbacks, relabeling the folktale collection, and doing other tasks as they come up.

Reading Incentive Programs- There are two incentive programs going on in Children's now that the Summer Reading Program is over. One program involves earning stamps for visiting the library. Each child who gets five out of seven possible stamps will earn a pencil and be entered in a prize drawing. The second incentive program involves reading a Placentia Library book and then writing a book review or drawing a picture about the book. Each child who turns in a book review and/or picture will earn a pencil and be entered in a prize drawing. The book reviews and drawings will be put on temporary display on a bulletin board and will then be compiled into a 3-ring binder for permanent display. Six book reviews have been turned in to date, and the Pencil prizes are a big hit.

TO: Elizabeth Minter, Library Director
FROM: Cheryl Willauer, Library Assistant
DATE: November 17, 1998
SUBJECT: Publicity materials produced for October 1998

Information on the Placentia Library cable channel #53:

1. Placentia Library Trustees
2. Library Hours
3. Register now for Camp Library
4. Afghan for sale at Circulation Desk
5. Literacy asking for volunteers to take the tutor training program
6. October Quotes
7. Find bargains at the Friends of Placentia Library bookstore
6. Access the Internet at the Library for free
8. Storytime and lapsit schedule for children
9. Closed for Veterans Day Holiday

Newspaper articles published:

1. Friends of Placentia Library meets first Monday of each month.
2. No contest in race for the Library Board.
3. Placentia Round Table donates to Placentia Library Foundation.
4. Director Cameron takes helm of Placentia parade.
5. Drive for literacy in Santa Ana will benefit residents

pacific clippings

post office box 11789
santa ana, calif. 92711

Placentia News
Weekly OCT 22 1998

No contest in race for the library board

Voters will not be marking their ballots next month for the Placentia Library Board.

Three candidates filed for the three seats up this year, leaving no contest in the race, officials at the Registrar of Voters said.

The board's four-year terms will be filled by Sandra M. Stark and Al Shkoler, and Gaeten Wood will fill the two-year term.

pacific clippings

post office box 11789
santa ana, calif. 92711

Placentia News
Weekly OCT 22 1998

Friends of Placentia Library, 411 E. Chapman, Placentia, 528-1925. Ext. 269. Pat Irot, president. Meets 1st Monday of each month in the Conference Room of the library.

pacific clippings

post office box 11789
santa ana, calif. 92711

The Register
Daily OCT 23 1998

PLACENTIA 332

The Placentia Round Table Women's Club recently made a number of donations to local causes. Among them: The club gave Placentia Meals on Wheels \$1,000 and the Placentia Library Adopt-A-Book Endowment Fund \$500. The civic and social club will meet next on Nov. 4 at the clubhouse, 901 N. Bradford Ave. Information: (714) 528-3435.

- Ann Pepper
(714) 704-3777

Director Cameron takes helm of Placentia parade

PEOPLE: The 'Titanic' honcho — and former O.C. resident — does grand marshal honors in his parents' town.

By **GREG HARDESTY**
The Orange County Register

PLACENTIA — "Hi, James!"
No response.

"HI, JAMES!"

The famous Hollywood director riding in a honey-gold '65 Mustang convertible turned toward the loud voice and made eye contact with parade-goer Ben Glatstein.

"Howdy," James Cameron said with a warm smile and a wave. "How's it going?"

Only minutes earlier, Cameron had been perfecting his waving technique: hand held upright, slowly turning from side to side.

Hey, just because you've directed the most commercially successful film ever doesn't mean you can be grand marshal without *some* practice.

Saturday, in the city that has adopted him as its favorite son, Cameron peeled off his Hollywood skin to honor a community where his parents have lived since 1984.

The "Titanic" director resided in neighboring Brea from 1971 to 1978, starting when he was 17.

The Cameron clan — James is the oldest of five children — moved from their native Canada when James' father, Philip, 69, an electrical engineer, was transferred to work at Kimberly-Clark Corp. in Fullerton. (Later, James would record sounds from the factory and use them in his "Terminator" films.)

The Oscar-winning director at-

tended Fullerton Junior College (now Fullerton College) for two years, earning an associate of arts degree. While in school, he worked as a machinist and, in a separate job, as a delivery truck driver for the Brea-Olinda Unified School District.

Cameron planned on attending California State University, Fullerton, to study physics and mathematics, but moved to Venice in 1978 when he landed a job with famous B-movie director Roger Corman.

Cameron's mother, Shirley, who is on the Placentia veterans committee, asked her famous son if he would serve as grand marshal in this year's Heritage Festival parade.

The 44-year-old director said he accepted to pay homage to his parents and the cozy community.

"Placentia still has a small-town vibe and a lot of social involvement," Cameron said.

Although he's a big boy in Hollywood, Cameron hails from the small town of Chippewa in Canada. He now lives in Malibu.

Cameron visits his parents, about four times a year.

"I always cook chili," Shirley, 68, said. "That's his favorite."

During the parade, a woman motioned to her young son when Cameron's car passed.

"Here's your next star!" she yelled.

"Watch out for icebergs!" another spectator yelled.

Lindsay Aliverti, 10, has seen "Titanic" 13 times. She got to walk ahead of Cameron's car, holding a banner.

Would Aliverti have preferred Leonardo DiCaprio, star of "Titanic," as grand marshal?

"I don't like Leo," Aliverti said. "He (Cameron) is much cuter."

TALK SHOW

Drive for literacy in Santa Ana will benefit residents

³³²
I was not shocked to learn about the hesitation of our college community to embrace phonics. Educational bureaucrats are always slow to react to change. However, the ultimate victims of this recalcitrance will be our children.

I am happy to report, however, that in Santa Ana, a city with over 100,000 young people under the age of 18, our public library system is stepping into the breach. We have allied with the Orange County Library System to establish a reading program at our Newhope branch. This program will assist both young and old. It will also depend in great part on community volunteers.

Indeed, the city of Santa Ana now has a new committee devoted to promoting literacy. The "Reading City" Committee has come together this month to draft a strategy for implementing a mission of "building a community that reads." Our goal is to bring awareness to local programs that are focusing on literacy.

Our library board is also working on a citywide book drive to take place next spring. We hope to bring in \$500,000 worth of books that will either be added to our collection or, in some cases, sold for only a quarter each, so as to put books into the hands of those who need them the most.

This effort will be supported by the Santa Ana Chamber of Commerce and the 52 Santa Ana neighborhood associations. The city of Santa Ana is serious about literacy, and we are hopeful that our commitment will spread to the rest of Orange County.

Art Pedroza, Jr.
Santa Ana

Mr. Pedroza is chairman of the Santa Ana Public Library board and a candidate for the Santa Ana Unified School District Board of Education.



TO: Elizabeth Minter, Library Director
FROM: Katie Matas, Literacy Coordinator *KM*
DATE: November 17, 1998
SUBJECT: **Placentia Library Literacy Services Report for the month of October**

Program Statistics

Active tutors: 46

Active students: 50

Students waiting to be matched: 27

Percentage of tutors reporting (October hours): 78%

Tutoring hours reported: 191

Other volunteer hours reported: 141

Total volunteer hours: 332

Tutor Training. The fall Tutor Training Workshop concluded Monday, October 26, 1998. The new tutors have begun to contact their assigned students. A one and a half hour supplemental workshop for all tutors was held October 4, 1998.

California Literacy Conference. Literacy Coordinator Matas attended two pre-conference workshops dealing with educational computer software and education information available on the Internet.

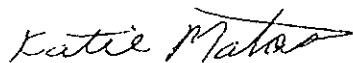
Other Networking Activities. Literacy Coordinator Matas represented PLLS at the Placentia Community Network, and was the featured speaker at the Yorba Linda Sunrise Rotary breakfast on October 9, 1998.

SAFETY COMMITTEE MEETING
OCTOBER 28, 1998
MINUTES

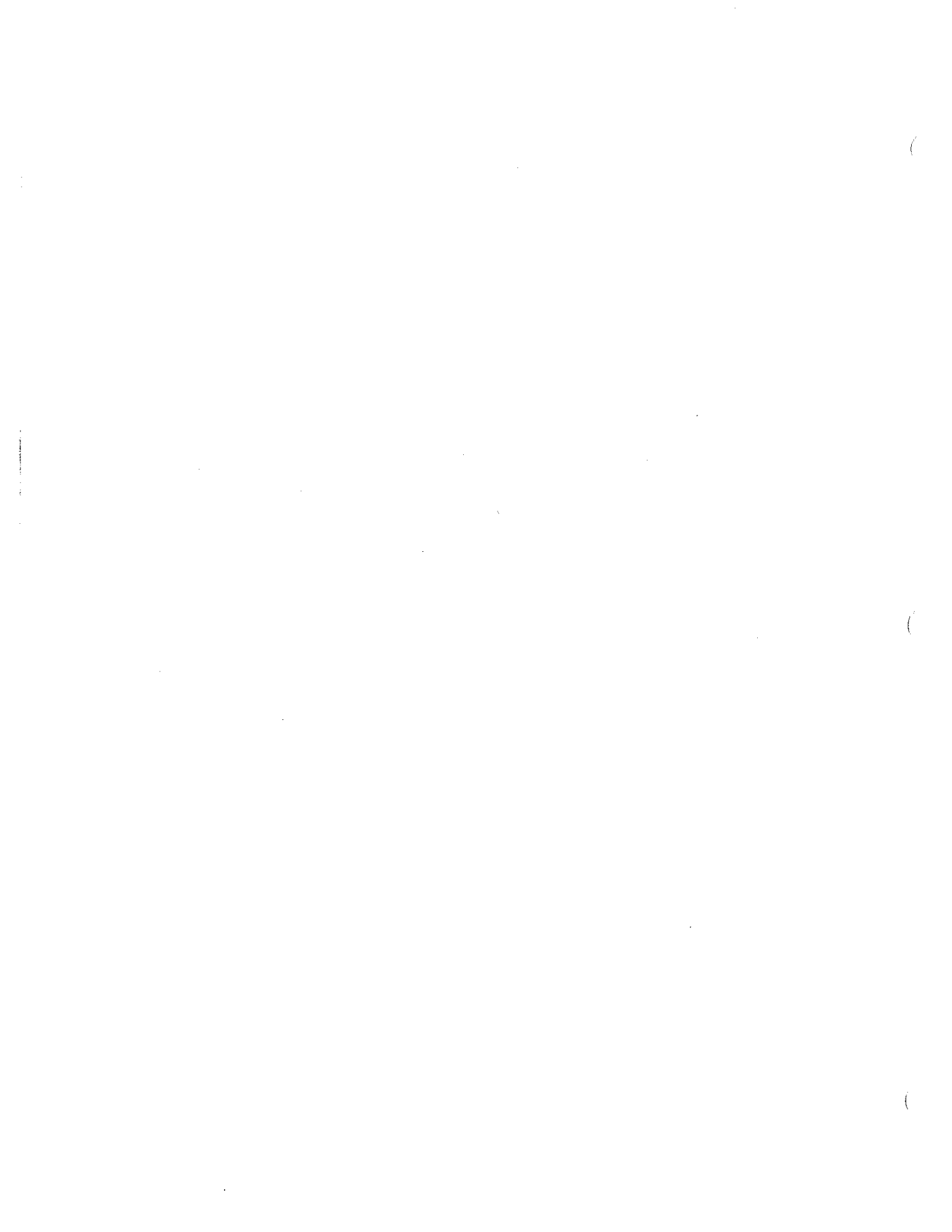
- I. Call to Order: 11:25 A.M.
- II. Members Attending: Katie Matas
Cindy McClain
Cyrise Smith
- Members Absent: Esther Guzman
- III. Old Business
none
- IV. New Business
1. Employee Cyrise Smith was appointed to replace Jerry Conn as "Safety Officer".

The next meeting will be November 23, 1998 at 11:15 A.M.

Respectfully submitted,



Katie Matas



Board & Administrator

FOR BOARD MEMBERS

November 1998 Vol. 15, No. 3

Editor: Jeff Stratton

Ethics are every board member's business!

Boards must act collectively!

Newspapers, TV and the Internet have been bursting at the seams the past few months with the details of special prosecutor Kenneth Starr's investigation.

What does scandal in the White House have to do with your board? Nothing, I hope. I'm sure your board handles its business ethically and appropriately.

But as the Board Doctor[®], I'm privy to what goes on in a lot of nonprofit board rooms as frustrated board members and administrators wrestle with ethical issues.

Here are some recent examples...

Case Study #1. "But this board member has clout, and we need her support." A California board member tells me her nonprofit solicited bids on new computers for the entire organization. "We received an excellent bid, but a powerful board member insisted that the bid instead go to the company where her daughter works. Her daughter stands to make a hefty commission on the sale.

"I'm sickened by this," says the board member. "And our administrator, after pointing out the clear conflict of interest, has thrown up his hands in frustration."

Case Study #2. "You can't fire my friend." An administrator called to tell me that his board ordered him to fire a maintenance supervisor. The supervisor's crime? He tried to fire a staff member with friends on the board who has a history of absenteeism, tardiness and the coup de grace—driving a nonprofit vehicle while intoxicated.

"Certain board members told me they would be 'displeased' if I allowed this staff member to be fired," says the administrator. "But his behavior is an ethical issue bordering on the criminal that has a huge potential liability for our organization."

Case Study #3. "She's my spouse, she gets preferential treatment." A poor performance evaluation of a staff member (the wife of a board member, which is a bad idea itself) will likely cost one Texas administrator her job. The husband/board member tried to bully the supervisor who gave the evaluation into changing it. When this failed, he ordered the administrator to change the evaluation. The administrator balked, so the board member switched tactics. He called an executive session without the administrator—and used it to push for the administrator's termination.

These are prime examples of how a single board member can abuse his or her office and power. They don't happen often because most board members conduct themselves ethically.

Still, boards must always insist that their members:

- Behave appropriately.
- Recognize that the authority to act comes from official board action.
- Understand that personal goals are always subordinate to the board's collective goals.
- Always act collectively, not individually.

The alternative is scandal. ■

How do board members help their nonprofits? Let me count the ways!

**Board members
make a difference**

Nonprofits are in a state of flux these days. Devolution, managed care, funding challenges and competition from the private sector are just a smattering of the issues nonprofit boards face.

Board members, with their diverse work experiences and backgrounds, though, can give their nonprofits lots of guidance in times like these.

Let me give you an example of how board members with a passion for the nonprofit's mission responded to a need:

Board Member Bud Beucher (Holly Hill, FL) and three of his board colleagues gave a series of training sessions on sales and marketing to key members of their nonprofit's staff. The objective: To help staff members better market the nonprofit's services.

Board members and executive director met to plan the details of the training sessions. Then board members took over and facilitated the sessions, which were held at monthly staff meetings.

The two-hour sessions touched on things like sales plans, customer identification, marketing techniques and closing a sale. The final session, for the entire staff, was on improving customer service. This information is now part of every new staff member's orientation!

Beucher says that a key to the success of the sales training was the preparatory work by the board and senior staff. "We met four to six times with our executive director and senior staff before we met with the staff," he says. "It was important that what we had to teach staff was in synch with the administrator's vision as CEO of our organization.

"I'm also a firm believer in the idea that people buy into new things when they're a part of their development. We had senior staff's support, and that gave us positive momentum from the start."

Because of their business backgrounds, the four board members could relate their personal experience of marketing trends to the nonprofit's staff. "For example, one board member who is in banking explained how, in the past ten years, the banking industry has had to change its approach to selling its services," says Beucher.

Why go through all of this trouble? "Some board members see their commitment to a nonprofit as attending a monthly meeting, drinking a cup of coffee and eating a sandwich," says Beucher. "I just think that, if you believe in an organization's mission, you can make a dramatic and positive difference." ■

It's the chairperson's job to draw out silent board members

Boards benefit when they hear the opinions of every board member. Unfortunately, not every board member is comfortable speaking up at board meetings or working sessions.

That's why one of the board chairperson's key responsibilities is to solicit the opinions of all board members during meetings.

Board Chairperson Margene Beatty

(Sutherland, NE) makes a point of drawing out the strong, silent types on her board. "I'll just say, 'I don't know how you're looking at this issue, but I would like to hear what you're thinking.'"

"I've found that these board members will tell you what they think, but they do need the board chair to encourage their input." ■

ACLU Favors Porn Over Parents

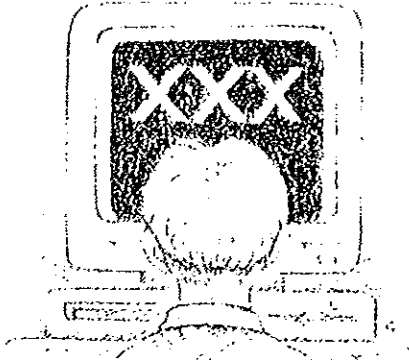
By AMITAI ETZIONI

The good people of Loudon County, Va., thought they had found an effective way to protect their young children from pornography when they surf the Internet at the county library. The library installed X-Stop, one of a new category of software programs that block access either to a given list of Web sites or to messages that contain certain key words (say, *bestiality*). Other brand names include Cyber Patrol and Net Nanny.

But the Loudon County Library's board of trustees did not take into account the American Civil Liberties Union, which appears determined to ensure that kids have access to everything on the Internet, including hard-core porn. The ACLU is suing the library on behalf of eight plaintiffs who manage Web sites blocked by X-Stop. The case was to have gone to trial today, but federal Judge Leonie Brinkema—a Clinton appointee who in April sided with the ACLU against the government's motion to dismiss the case—has announced that she will soon decide the case summarily.

In January the ACLU celebrated a victory in Kern County, Calif., where the library agreed to give patrons—minors included—a choice between filtered and unfiltered computers. The ACLU gloats that "no parental consent will be required for minors to access unfiltered computers." The children involved are often quite young. One of the ACLU's plaintiffs in the Virginia case, who runs a Web site on "safer sex," reports that he responds to queries from children who are 13 and younger.

The ACLU predictably argues that Internet filters constrict the flow of ideas. The organization accuses the Loudon



County Library of "removing books from the shelves of the Internet with value to both adults and minors in violation of the Constitution." Some ACLU representatives, including lawyer Marjorie Heins, even object to parents using filters in the privacy of their homes. "Rather than increasing opportunities for kids to learn and talk about sex, America seems poised to close them up," Ms. Heins laments.

The American Library Association also objects to Internet filters, stating with reference to the Internet that "the rights of minors shall in no way be abridged." This position is based on something called the Library Bill of Rights which commands that "a person's right to use a library should not be denied or abridged because of origin, age, background, or views."

The ALA goes even further. Its confidentiality rules prohibit disclosing any information about what patrons read to anybody, including parents. These rules have legal force in several states, including Wisconsin and Illinois. This can lead to some bizarre situations, as librarian Ron McCabe explains. Parents sign their child's

David Anderson

application for a library card, promising to make the library whole if books are lost. The parents get a notice that a book is overdue. When they ask which book is missing, librarians reply that they can't disclose it—unless the parents bring a consented note from their child!

On other fronts, too, the ACLU is fighting for what it sees as the First Amendment rights of children. It opposes limits on tobacco advertising aimed at children, even when the industry volunteered to do so while it was negotiating a deal with Congress. And when major corporations, including Disney and Kellogg, offered to require parental permission before collecting information about children under 12 who visit their Web sites, they ran into fierce ACLU opposition.

The ACLU's determination to give minors the rights adults enjoy is a perversion of freedom. Underlying a free society is the assumption that individuals have a basic ability to render judgments. But we aren't born with that ability; children gradually develop it. For this reason, we are not charged with violating children's right to free assembly when we prevent them from running into the street, or their privacy rights when we examine their homework.

Parents not only have a right but a duty to help shape the education of their children, help them choose which books they should read, which music they should listen to, which TV programs they should watch—and which to avoid. This seems indisputable when we're talking about pre-teens, and even the parents of teenagers need to be involved rather than shut out. If a classmate of my son has committed suicide, and my son seems rather depressed and is spending long hours alone in the library, it is my duty at a minimum to find out if he merely reads Dostoevsky or the Hemlock Society's how-to books. I also had better find out if one of my children is deep into "Mein Kampf," "The Anarchist's Cookbook" or the Unabomber's manifesto, so I can help him learn to deal properly with these poisonous works.

Helping children to develop the moral and intellectual faculties to make responsible choices when they grow up is what raising kids is all about. Anybody can provide room and board, and love comes naturally. But developing a child's character is a parent's highest duty—a duty no civil libertarian should interfere with.

Mr. Etzioni teaches at George Washington University. His next book, "Limits of Privacy," will be published in the spring by Basic Books.



CALIFORNIA

County Solves
Dilemma Posed
By Wired Library

WEDNESDAY, OCTOBER 28, 1998 CA1

*It's a Dirty Job,
But a Library Found
A Way to Do It*

* * *

County's Plan Satisfies
Opponents of Censorship
And Keeps Kids From Porn

By JESS BRAVIN

Staff Reporter of THE WALL STREET JOURNAL

GILROY - When the World Wide Web came to town, controversy quickly followed.

Not long after the library here put graphical Web browsers on its computers in 1996, a group of parents began fretting that their children might stumble across one of the Web's many sexually explicit sites.

So, the parents' group demanded restrictions on the Internet terminals—and promptly ran into opposition from fellow residents who opposed censoring access to the Web, as well as from library staff who didn't want to get into the business of policing information.

The clash dominated a year's worth of Santa Clara County Library District Board meetings, attracted attorneys from the American Civil Liberties Union and a rival conservative legal advocacy group, and even spurred a Gilroy police officer to download X-rated photos from a library terminal which he immediately turned over to the district attorney.

But when Sreekanth Ravi got wind of the trouble in this garlic-farming community, he smelled an opportunity.

Mr. Ravi is the president of Sunnyvale-based Sonic Systems Inc., which he and his brother opened in 1990 to make Internet security devices for small companies. In March of this year, a Sonic Systems executive attended a library board meeting where the Web dispute was aired. In no time at all, the executive approached library administrators with a pitch: He could, he told them, solve their problem.

What followed were two months of intense research and consultation between county librarians and Sonic Systems engineers that produced a rare compromise in the debate over Internet access: The company built a Web "filter"—but this one has an on-off switch.

For Sonic Systems, the innovation comes at a particularly fortuitous time. *Please Turn to Page CA4, Column 3*

Continued From Page CA1
cent federal legislation requires libraries to have filtering devices in order to qualify for grants to set up Internet service.

With technology that allows the user to decide whether his or her Web activity will be filtered, Mr. Ravi believes his product will fit the bill for communities across the country—even if they have wildly different views on the propriety of limiting access to information.

The SonicWall device, activated last July at the library district headquarters in San Jose, employs a screening technology that is supposed to block explicit Web sites from the 250 terminals in the nine-branch system. While the filter is automatic on the 50 terminals located in children's sections—including the two in the Gilroy branch—patrons using computers in the main reading rooms are given a choice of whether they want their access to Web sites restricted.

For now, at least, the compromise is satisfying both sides.

"We were very pleased" to see the system put in place, says Sandi Zappa, the Gilroy mother of two who launched the protest. Agrees James Chadwick, a San Jose lawyer who represents the antifiltering camp: "We could live with it."

That comity is a far cry from the scene two years ago, when Mrs. Zappa began her assault on the library's policy of unfettered access to the Internet.

The library district serves a population of 370,000 in nine suburban cities and the unincorporated areas of Santa Clara County. As one of the major libraries of Silicon Valley, the district naturally was eager to have Internet terminals.

The first terminals, hooked up in 1994, were text-based. But in the fall of 1996, the library began adding computers that could display graphics. Mrs. Zappa kept a close eye on the situation. And that December, she says, she spotted "12-year-olds looking at pornography" on the computers.

She demanded that the library install filters, but officials were unresponsive. In a March 1997 letter, Gilroy librarian Lani Yoshimura told Mrs. Zappa that it would be "inappropriate" for staff to attempt to screen materials for its patrons, regardless of their age. For children, she wrote, "the best filter is the parent or guardian."

Staging a Protest

Mrs. Zappa believed otherwise. She assembled like-minded parents into a lobbying group, coined a catchy name—KIDS, for Keeping the Internet Decent and Safe—and began a full-bore protest movement. She spent hours downloading pornographic pictures to show to library board members and picketed outside library

branches. Then, in May 1997, she brought a police officer to the Gilroy library—which she accused of violating California statutes that make it illegal to provide "harmful matter" to minors.

Prosecutors declined to press charges, but librarians were stunned. Having a uniformed police officer inspect the library's offerings was a "painful" experience, says Susan Fuller, the county librarian.

Reluctantly, the library district took notice of Mrs. Zappa's agenda. It paid an ethics think tank at Santa Clara University \$3,000 to ponder the issues beneath the controversy—and appointed a committee to consider filtering devices.

Heading the committee was library board member Blayne Dauber, a Los Altos Hills city councilwoman and resolute foe of censorship. "There are a lot more dangerous things out there than pornography," says Ms. Dauber. Dealing with provocative ideas and images "is one of the skills children have to learn in life."

However, in fairness, she adds, "I'm so past the child-rearing age that I can look at it philosophically."

With Mr. Ravi having just peddled his product, a group of librarians then set out to analyze the Sonic Systems device, along with other filtering units on the market. They spent nearly 500 hours on their research, which consisted of keying in various words and seeing which sites popped up.

The tests, which were exhaustively documented in a report to the library board, revealed the strengths and shortcomings of various filtering systems. For example, in a search for postings with the keyword "slavery," one device blocked a site called Mistress Dominique—but also an informational page on pre-Columbian slavery in Peru.

'Neat Little Tricks'

In the end, SonicWall, which relies on the Cyberpatrol filter produced by Learning Co. of Cambridge, Mass., came up best—that is, it blocked fewer "legitimate" sites while keeping out many arguably offensive ones, according to Ms. Fuller. It also cost the least, at \$4,400 over four years.

The system was then fine-tuned with assistance from the librarians. Among their ideas was the one that has helped bring peace here: the on-off switch. They "came up with a couple of really neat little tricks," Mr. Ravi says.

Still, some bugs clearly remain. Vanessa Badilla, 15 years old, says that while in the children's section last month, she tried to look up information on TV's "Baywatch"—specifically, the "cute guys" on the show.

Instead, a site with explicit pictures emerged, drawing the attention of library staff. "They kicked me out for a week," Vanessa says. "They thought I was a perverted little kid."

* * *

It was not the ACLU, but rather "the good people of Loudoun County" in the form of a grass-roots organization named Mainstream Loudoun that filed suit to void an unconstitutional policy that imposes a prior restraint on valuable speech over the Internet and treats all library patrons as if they were children. Mainstream Loudoun and a number of area residents, including a Pulitzer-prize winning poet, teachers, a Pulitzer-prize winning poet, teachers, parents, grandparents, writers, PTA members, an artist, a fire department officer, a local government official, and a breast cancer survivor, filed in federal court last December to obtain a ruling that the library policy violates the First and 14th Amendment rights of library patrons. The ACLU joined the case about six weeks later on behalf of a number of Internet publishers.

This is not, as Mr. Etzioni caricatures it, an effort "to ensure that kids have access to everything on the Internet, including hard-core porn." Far from it. Mainstream Loudoun twice proposed adoption of a compromise policy that would have provided unfiltered access for adults (unless otherwise requested) and filtered access for minors (unless a parent consents to un-

blocked access). The Library Board reacted to the compromise proposal by adopting and implementing an even more stringent policy, one that eliminates any choice about filters for all library patrons—adults and children alike.

In addition to content filtering, the policy calls on the library staff to spy on the reading habits of Internet users and threatens patrons with ejection and arrest if they access "wrong" websites.

ROBERT CORN-REVERE
Washington

(The author is lead counsel in *Mainstream Loudoun v. Board of Trustees of the Loudoun County Public Library*.)

* * *

Mr. Etzioni ignores several key facts. The primary reason the American Library Association does not endorse software filters in libraries is that filters don't work. Even software manufacturers admit it is impossible, because of the fluid nature of the Internet, to filter out all unsuitable materials. Using filters in a library creates a false expectation among parents that their children are protected.

The vast majority of libraries report few if any problems with children viewing pornography online. This is not the type of material young children naturally seek out. The vast majority of children and adults do use the library responsibly. The ALA and libraries across the country provide classes, educational materials and Web sites with safety tips and other information to help ensure that children have positive online experiences.

ANN K. SYMONS
President
American Library Association
Chicago

* * *

The adult market was not enough for the pornography industry. It wanted kids, too. With the Reno Justice Department posting zero prosecutions for obscenity, and with ALA and ACLU support, the road to children became a superhighway via public schools and libraries as they rapidly went online without any protection against smut. Soon, schools began reporting a new offense against their behavior codes—enterprising young surfers downloading pornography onto school supplied discs and selling them to even younger friends. Parents also filed related reports of their youngsters of all ages accidentally bumping into obscenities when logging on at a library computer used recently by another patron on a hunt for sexual self-stimulation aids.

Librarians increasingly began complaining that the unfiltered web was turning their work environment into a sexual-harassment playground for a new breed of patron: Part of their day now included reception of printed obscenity at their workstations. Eventually the material was picked up and paid for by leering patrons making inappropriate comments and overtures to the librarians assisting them. Librarians also reported a rise in predatory activity toward youngsters in library men's rooms.

As the only purpose of the material libraries target with filters is sexual titillation, and as the excluded products are not the type included in the regular shelf collection, reasonable people are asking, "Why do we want to increase the number of sexually aroused patrons in libraries filled with women and children?" Others, like Virginia legislator Dick Black, who crafted the Loudoun County policy requiring filters on all library computers, ask, "Why should Title VII of the Civil Rights Act not protect the workplace of librarians just as any other workplace?"

KAREN JO GOUNAUD
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Letters to the Editor

Frontal Prudery in the Library

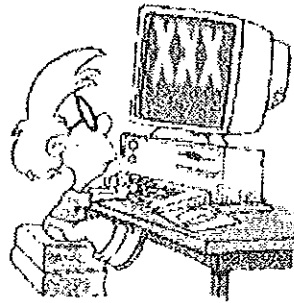
In his Oct. 14 editorial-page article, "ACLU Favors Porn Over Parents," Amitai Etzioni claims that the ACLU's opposition to mandatory government censorship of the Internet is somehow subverting parent's authority over their children. This is demonstrably untrue. In the ACLU's 1996 challenge to a federal Internet censorship law, a unanimous Supreme Court agreed that the government's attempt to regulate Internet content actually subverted parents' authority to control their children's online experience and blocked out socially valuable speech for adults.

In one case he cites, Mr. Etzioni claims that the "good people" of Loudoun County, Va., are trying to protect their children from viewing pornography on library Internet terminals by installing X-Stop, a commercial blocking software product. Let's be clear. The policy prevents *everyone* at the library from accessing web sites. As the ACLU has documented, X-Stop has blocked well over 400 sites even though they did not violate Loudoun County's library policy and contained constitutionally protected speech. At the same time, X-Stop did not block many websites that violated the policy—so the filters still won't prevent a user from deliberately accessing an objectionable site. Examples of websites that have been blocked at the Loudoun County library include The Heritage Foundation; Jacksonville Florida Republicans; a map of Disney World; the Quakers; and tax forms for the state of Kentucky.

Mr. Etzioni also gets it wrong when he says we object to the use of blocking software in the home. Page two of a June 1998 ACLU report is headlined, "Blocking Software: For Parents, Not the Government."

ANN BEESON
CHRIS HANSEN

New York



(The authors, ACLU national staff attorneys, are litigating the ACLU's challenge to the Loudoun Public Library's censorship policy.)

* * *

Mr. Etzioni's essay highlights a situation facing every American city. Perhaps not enough people visit their local library to know what is really happening. I have seen firsthand the shocking use of public library screens for Internet pornography. A police officer standing nearby sadly advised me that it was their right by law.

By forcing libraries to offer unfiltered access to the Internet, the ACLU has turned public libraries into places where strange characters off the street sit before screens and stare at images of nude women performing perverse acts. Anyone of any age walking by or in need of checking the catalog on the adjacent screen cannot help but see these images.

STEPHEN CHICOINE

Houston

