Sno-Isle Libraries

Board of Trustees

April 26, 2021 5:00 p.m.

Zoom webinar link: https://us02web.zoom.us/j/83617990313

Dial in: +1 253 215 8782 or +1 669 900 6833

Webinar ID: 836 1799 0313

Meeting Agenda

- 1) Call to Order
- 2) Land Acknowledgement
- 3) *Approval of Agenda
- 4) Introduction and Recognition of Guests
- 5) *Consent Agenda Items
 - a) Approval of March 22, 2021 regular meeting minutes;
 - b) Approval of March 2021 Sno-Isle Payroll, Benefits, and Vouchers.

March 2021

Total Payroll, Benefits and Accounts Payable	\$4,362,258.14	
checks listed above, plus Electronic Transfers	\$1,545,223.39	
Accounts Payable Checks 71743 through 72085 less		
Total Payroll and Benefits \$2,81		
Electronic Fund Transfers	\$678,696.01	
Vendor Checks 71743, 71796, 71914 and 72076 through 72085, Plus		
Direct Deposits and Employee Deductions	\$2,138,338.74	

- 6) Public Comment
- 7) Communications to the Board
- 8) Executive Director's Report
 - a) Library presentation Clinton Library Manager Debby Colfer
 - b) Executive Director's report Attachment 1
 - c) Financial Update Director of Administrative Services Gary Sitzman Attachment 2
- 9) Unfinished Business
 - a) *Arlington Library proposal Director of Administrative Services Gary Sitzman Attachments 3-4
- 10) New Business
 - a) *Resolution 21-02 concerning the appointment an auditing officer Executive Director Lois Langer Thompson Attachments 5-6
 - b) *Code of Conduct Policy Chair Ryan Attachments 7-9
- 11) President, Trustee Committees, and Foundation Representative Reports (as needed)
 - a) Board Development / Administration Chair Ryan
 - b) Foundation Board Representative Trustee Olson
 - c) President's Report / Executive Committee President Kostick
 - *Resolution 21-03 commending Sno-Isle Libraries staff Attachment 10
- 12) Announcements and Comments
- 13) Executive Session
- 14) *Adjournment

^{*}Denotes Board of Trustees action item.

Sno-Isle Libraries

Board of Trustees

Monday, March 22, 2021 Meeting Minutes Zoom virtual meeting

Call to Order

President Kostick called the meeting to order at 5:00 p.m.

Land Acknowledgement

We acknowledge that we are on the traditional land of the Coast Salish Peoples, including the Tulalip, Snohomish, Stillaguamish, and Sauk-Suiattle Tribes past and present, and honor with gratitude the land itself and many tribes.

Roll Call

Members Present: Jennifer DePrey, Susan Kostick, Martin Munguia, Rose Olson, Paul Ryan, and Kelli Smith.

Staff Present: Barbara Adams, Lia Escudero Belcher, R.D. Burley, Michelle Callihan, Kaley Costello, David Durante, Nick Fuchs, Sonia Gustafson, Lindsay Hanson, Susan Hempstead, Rose Hong, Monica Jackson, Tricia Lee, Rebecca Loney, Leslie Moore, Kelley Murdock, Chy Ross, Judy Sasges, Gary Sitzman, Phil Spirito, Lois Langer Thompson, Nicole Wehl, and Shanda Zimmerman.

Introduction and Recognition of Guests

There were no guests in attendance.

Approval of Agenda

Trustee Olson moved the Sno-Isle Libraries Board of Trustees approve the agenda as presented. Trustee DePrey seconded the motion. The Board unanimously approved the motion.

Consent Agenda Items

Trustee Ryan moved to approve the Consent Agenda as amended.

- a) Approval of February 22, 2021 regular meeting minutes;
- b) Approval of February 2021 Sno-Isle Payroll, Benefits, and Vouchers.

February 2021

Checks listed above, plus Electronic Transfers Total Payroll, Benefits and Accounts Payable	\$1,072, 281.21 \$4,102,470.43
Total Payroll and Benefits	\$3,030,189.22
Transfers	\$737,085.40
Vendor Checks 71561 and 71734 through 71742, Plus Electronic Fund	
Direct Deposits and Employee Deductions, Manual Check #736	\$2,293,103,82

Trustee DePrey seconded the motion. The Board unanimously approved the motion.

Public Comment

There were no public comments to the Board.

Communications to the Board

President Kostick informed the Board that a customer has let the Library know they will be sending a letter to the Trustees.

New Business

Director of Administrative Services Gary Sitzman provided an overview of the following:

Lake Stevens temporary library appropriation

The Lake Stevens Library will move to a temporary location in the former Lake Stevens police station building. Staff recommended funding for the move be sourced from 2020's carry-over funds.

Trustee Ryan moved that the Sno-Isle Libraries Board of Trustees appropriate \$250,000 in 2021 to be sourced from the 2020 carry-over funds for the purpose of funding tenant improvements and relocation expense of the Lake Stevens Library. Trustee DePrey seconded the motion. The Board unanimously approved the motion.

Reserve fund recommendation

At the recommendation of staff, and in accordance with the <u>Unreserved and Reserved Fund Policy</u>, Trustee Smith moved the Board of Trustees approve the allocation of the \$6.5MM undesignated reserve amount to reserve accounts established by policy:

- 1. \$600,000 to Vacation & Sick Leave Liability Reserve.
- 2. \$150,000 to the Self-insurance Reserve.
- 3. \$5,750,000 to the Building Reserve.

Trustee Munguia seconded the motion. The Board unanimously approved the motion.

Arlington Library proposal

Director of Administrative Services Gary Sitzman highlighted the draft agreement between the City of Arlington and the Sno-Isle Intercounty Rural Library District for transfer of the Arlington Library building, located in the packet.

Sno-Isle Libraries and the City of Arlington are working towards an agreement to facilitate building improvements for the Arlington Library. The agreement may take the form of a building ownership transfer to Sno-Isle Libraries. A transfer of the Arlington Library building to Sno-Isle Libraries would require action from the Board.

Resolution 20-01 – Decrease to the Imprest Change Fund

In 2019, the Library implemented a Pay for Print and Copier project that resulted in the installation of 33 new multi-function printers and pay stations at all of our community libraries. The new pay stations make the old change machines unnecessary, and the Library is in the process of removing them from service.

With the removal of the existing change machines, the need for coinage in the Imprest change machine fund is dramatically reduced.

Trustee DePrey moved the Sno-Isle Libraries Board of Trustees approve Resolution 21-01 – A Resolution Adopting a Decrease to the Imprest Change Fund. Trustee Ryan seconded the motion. The Board unanimously approved the motion.

Unfinished Business

There was no unfinished business.

Executive Director's Report

Executive Director's report

Executive Director Thompson highlighted the following information from the Executive Director's report:

Addendum to janitorial contract

Sno-Isle Libraries' custodial annual contract is estimated at \$576,000. The additional scope of work will add an additional \$149,000 to the annual contract. The change in scope is greater than 10% and was not included in the 2021 budget. Staff anticipates being able to manage the additional cost within the overall 2021 budget appropriation. Staff believe this expenditure is necessary to protect the health and well-being of Sno-Isle Libraries' staff and customers as the library buildings reopen.

In-building library services

The Re-entry Team continues to monitor changes from the Governor's Office. The Governor announced that Washington will enter Phase 3 of its recovery plan effective March 22, which allows an increase of indoor capacity to 50 percent.

- Our official, state-required COVID-19 Recovery Plan and the Stage 2 Limited In-Building Services with Social Distancing documents are updated regularly and are available on the intranet.
- Face coverings are required for all in-person services in all industries, which includes libraries.
- With the exception of the Arlington, Clinton, Mill Creek, Lake Stevens, and Mountlake Terrace, all libraries are open for limited service.
- Customer feedback on the reopening of library buildings continues to be positive.

Dr. Seuss

Dr. Seuss Enterprises has made the decision to stop printing six of Dr. Seuss' old books due to racist imagery. Sno-Isle Libraries has decided to continue circulating the six books under the direction of the Libraries' Collection Development Policy.

Sno-Isle Libraries acknowledges that historical works often contain stereotypes and depictions that are not acceptable by contemporary standards. The <u>Intellectual Freedom charge</u> includes the maintenance of a collection that encompasses the scope of literary history, including its difficult passages.

The presence of books, videos and other resources in the Sno-Isle Libraries collection does not indicate endorsement of their contents by the Library.

Digital security

IT staff have identified, and are implementing, one action that places Sno-Isle Libraries on appropriate security level for the organization.

Collection spending

Staff is working to manage monthly collection spending within the unevenness of publishing dates.

Library presentation

Brier Library

Brier Library Manager Kelley Murdock shared information on the City of Brier, its residents, and the connection the Brier Library has fostered with its customers, to meet their needs.

Financial update

Director of Administrative Services Gary Sitzman highlighted the following from the Administrative Services financial update report:

- The Lake Stevens Library move.
- February property tax revenues were lower than expected.
- In February, additional revenues consisted of a Premera Rx refund (\$43,093) and an Economic Alliance Snohomish County Cares Fund reimbursement (\$25,000).
- Expenditures from salaries and benefits continue to be below budget predictions due to staff vacancies incurred in 2020.
- To date, the Library is approximately \$2 million favorable in actual versus budgeted expenditures.

New Business

There was no new business.

President, Trustee Committees, and Foundation Representative Reports

President's Report

President's report/Executive Committee

President Kostick noted the following Executive Committee work:

- The decision to start the monthly board meetings with a land acknowledgment.
- The continued discussions on the annual Executive Director evaluation.
- An updated meeting schedule for 2021 as well as a proposed meeting schedule for 2022.
- The proposal of a Committee of the Whole meeting for preliminary budget discussions prior to the October and November public budget hearings.
- An update on the winners of the 2020 Trustees Award.

Board Development/Administration Committee

Trustee Ryan informed the Board of the Board Development/Administration Committee's work on the Board's Code of Conduct.

The Board Development/Administration Committee has begun introductory conversations on the creation of an annual board assessment.

Foundation Board Representative

Trustee Olson reminded the Board of the upcoming Trudy Sundberg lecture on May 7, 2021. Enrique Cerna, a former senior correspondent with KCTS-TV will interview Dr. Mona Hanna-Attisha in a virtual inconversation presentation on Dr. Hanna-Attisha's book, *What the Eyes Don't See*.

Announcements and Comments

Trustee Ryan noted a recent visit to the Monroe Library and expressed admiration in the work staff has done to reopen the library buildings.

Trustee DePrey shared a story of a recent opportunity to share information on Sno-Isle Libraries with new Oak Harbor community members.

Executive Session

There was no executive session.

Adjournment

Trustee Munguia moved the Sno-Isle Libraries Board of Trustees adjourn the meeting at 6:31 p.m. Trustee Olson seconded the motion. The Board unanimously approved the motion.

Next Meeting

The next regular Board meeting will be held on Monday, April 26, 2021 at 5:00 p.m. via Zoom. Meeting

March 22, 2021

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Sno-Isle Libraries March 2021 Payroll and March 2021 Vouchers

Direct Deposits, Employee Deductions	\$ 2,138,338.74	
Vendor Checks 71743, 71796, 71914 and 72076 through 72085, Plus		
Electronic Fund Transfers	\$ 678,696.01	
Total Payroll and Benefits	\$ 2,817,034.75	
Accounts Payable Checks 71743 through 72085 less		
checks listed above, plus Electronic Transfers	\$ 1,545,223.39	
Total Payroll, Benefits and Accounts Payable	\$ 4,362,258.14	*

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Sno-Isle Regional Library System, and that I am authorized to authenticate and certify said claim.

Submitted to the Sno-Isle Libraries Board of April 26, 2021.

Administrative Services Director

Date

^{*} Actual checks written do not reflect adjustments. See page two for adjustments.

Sno-Isle Libraries March 2021 Payroll and March 2021 Vouchers Reconciliation of Actual Expenditures to Expenditure Summary

	March 2021 Payroll					
	Employee Pay - Direct Deposit	\$	1,513,417.37			
	Plus: Employee Deductions Sub-Total Gross Payroll	\$	624,921.37	\$	2,138,338.74	
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	Vendor Checks 71743, 71796, 71914 and 72076 through 72085	\$	156,488.33 *			
	Electronic Funds Transfer- Employer Federal Taxes	\$	187,846.94			
	Electronic Funds Transfer - Empower - 457 Plan	\$	16,358.99			
	Electronic Funds Transfer - ICMA - 457 Plan	\$	45,354.70			
	Electronic Funds Transfer - PERS - Retirement Plan	\$	391,031.67			
	Electronic Funds Transfer - Navia - FSA	\$	10,008.79			
	Electronic Funds Transfer - Navia - HRA/MRA	\$	8,258.84			
	Electronic Funds Transfer - Premera - Medical	\$	124,707.92			
	Electronic Funds Transfer - Washington State Support Registry	\$	456.84			
	Less: Employee Benefit Deductions	\$	(261,817.01)			
	Sub-Total Benefits - Employer Expense			\$	678,696.01 2,817,034.75	
	Total Payroll and Benefits			\$	2,817,034.75	
	March 2021 Accounts Payable					
	Checks 71743 through 72085 less checks listed above	\$	1,544,801.70 **			
	Electronic Funds Transfer - WA State Department of Revenue - Comp Tax	\$	421.69			
	Sub-Total Accounts Payable			\$	1,545,223.39 4,362,258.14	
	Total Payroll, Benefits and Accounts Payal	ole		\$	4,362,258.14	
	Adjustments					
	Paycom Direct Service Fee	\$	16,534.74			
	Refunds and Credits	\$	554.39			
	Bank Service Charge	\$	138.38			
	Travel & Business Expense Reimbursement paid in Payroll	\$	1,697.29			
	Total Adjustments			\$	18,924.80	
	March 2021 Total Expenditures			\$	4,381,182.94	***
*	Benefit invoices paid through Accounts Payable Checks	\$	156,488.33			
	Regular invoices paid through Accounts Payable Checks	\$	1,544,801.70			
	Total Accounts Payable Check Payments	\$	1,701,290.03			
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^{***} Equals Expenditure Summary Total

Date	Check	Payee	Check Amount
3/18/2021	68858	Celtic Risers, Inc. Void reissue on 71907	(195.66)
3/26/2021	71623	United States Liability Insurance Co Void reissue on 72020	(930.00)
3/4/2021	71743	Paul Pitkin	923.40
3/4/2021	71744	Sandra Beck	158.92
3/4/2021	71745	Air Care System	27,645.41
3/4/2021	71746	Allied Universal	7,566.26
3/4/2021	71747	Remit Overrun	0.00
3/4/2021	71748	Remit Overrun	0.00
3/4/2021	71749	Baker & Taylor Books (277930)	24,537.58
3/4/2021	71750	Camano Commons	1,000.00
3/4/2021	71751	Cascade Natural Gas	13.00
3/4/2021	71752	City of Marysville	1,430.17
3/4/2021	71753	Crystal Springs	101.60
3/4/2021	71754	Everett Safe & Lock	148.04
3/4/2021	71755	Gale/Cengage Learning	48,477.55
3/4/2021	71756	HF Group	207.40
3/4/2021	71757	Ingram Library Services	234.66
3/4/2021	71758	Kanopy, Inc.	8,323.00
3/4/2021	71759	Mary Kowal	500.00
3/4/2021	71760	Materials Testing & Consulting, Inc.	2,531.00
3/4/2021	71761	Remit Overrun	0.00
3/4/2021	71762	Midwest Tape	28,795.59
3/4/2021	71763	Mill Creek Chamber of Commerce	250.00
3/4/2021	71764	OCLC Inc (34299)	608.05
3/4/2021	71765	Office Depot, INC	791.49
3/4/2021	71766	Remit Overrun	0.00
3/4/2021	71767	Remit Overrun	0.00
3/4/2021	71768	Remit Overrun	0.00
3/4/2021	71769	Remit Overrun	0.00
3/4/2021	71770	Remit Overrun	0.00
3/4/2021	71771	Remit Overrun	0.00
3/4/2021	71772	Remit Overrun	0.00
3/4/2021	71773	Remit Overrun	0.00
3/4/2021	71774	Remit Overrun	0.00
3/4/2021	71775	Remit Overrun	0.00
3/4/2021	71776	Overdrive Inc	85,531.42
3/4/2021	71777	Pacific MRO	2,432.88
3/4/2021	71778	Paper Roll Products	666.85
3/4/2021	71779	Penworthy	885.84
3/4/2021	71780	PetroCard Systems Inc	1,398.05
3/4/2021	71781	Puget Sound Energy	832.71
3/4/2021	71782	PUD No 1 of Snohomish County	1,111.47
3/4/2021	71783	Ricoh USA Inc - 31001	186.78
3/4/2021	71784	Roy Robinson	261.49
3/4/2021	71785	Shred-it	352.96

Date	Check	Payee	Check Amount
3/4/2021	71786	Silver Kite Community Arts	300.00
3/4/2021	71787	Solarwinds ITSM US, Inc.	72,400.32
3/4/2021	71788	Terminix	855.86
3/4/2021	71789	Remit Overrun	0.00
3/4/2021	71790	Remit Overrun	0.00
3/4/2021	71791	Timeless Design	17,422.96
3/4/2021	71792	Trebron Company, Inc	5,161.15
3/4/2021	71793	United Parcel Service	700.00
3/4/2021	71794	Walter E Nelson Co of Western WA	1,124.69
3/4/2021	71795	WCP Solutions	500.31
3/4/2021	71796	Wellable LLC	200.00
3/4/2021	71797	Dae Won LLC	7,564.71
3/4/2021	71798	Ziply Fiber	9,747.42
3/11/2021	71799	8X8 Inc	2,635.02
3/11/2021	71800	Advance Testing & Service Inc	1,580.00
3/11/2021	71801	Amazon (530958)	1,735.61
3/11/2021	71802	Remit Overrun	0.00
3/11/2021	71803	Baker & Taylor Books (277930)	14,582.67
3/11/2021	71804	Beacon Publishing Inc	637.50
3/11/2021	71805	Blackstone Publishing	85.88
3/11/2021	71806	Center Point Large Print	702.90
3/11/2021	71807	City of Edmonds	15,270.42
3/11/2021	71808	City of Granite Falls	118.13
3/11/2021	71809	Consolidated Technology Services	1,211.88
3/11/2021	71810	Void	0.00
3/11/2021	71811	DEX MEDIA	112.52
3/11/2021	71812	Gale/Cengage Learning	1,491.36
3/11/2021	71813	Ingram Library Services	3,346.03
3/11/2021	71814	Innovative Interfaces, Inc	1,744.00
3/11/2021	71815	Iron Mountain	379.11
3/11/2021	71816	Jandi Enterprises Inc	1,250.00
3/11/2021	71817	Language Exchange	2,573.16
3/11/2021	71818	Lemay Mobile Shredding	3.51
3/11/2021	71819	Lumenal Lighting LLC	14,350.21
3/11/2021	71820	Magna5 LLC	169.82
3/11/2021	71821	Microix	50.00
3/11/2021	71822	Midwest Tape	10,253.33
3/11/2021	71823	Oak Harbor Chamber of Commerce	225.00
3/11/2021	71824	OCLC Inc (34299)	10,288.56
3/11/2021	71825	Office Depot, INC	317.51
3/11/2021	71826 - 71860	Void - Printer ran out of ink	0.00
3/11/2021	71861	Remit Overrun	0.00
3/11/2021	71862	Remit Overrun	0.00
3/11/2021	71863	Remit Overrun	0.00
3/11/2021	71864	Remit Overrun	0.00

Date	Check	Payee	Check Amount
3/11/2021	71865	Remit Overrun	0.00
3/11/2021	71866	Remit Overrun	0.00
3/11/2021	71867	Remit Overrun	0.00
3/11/2021	71868	Remit Overrun	0.00
3/11/2021	71869	Remit Overrun	0.00
3/11/2021	71870	Remit Overrun	0.00
3/11/2021	71871	Remit Overrun	0.00
3/11/2021	71872	Remit Overrun	0.00
3/11/2021	71873	Remit Overrun	0.00
3/11/2021	71874	Remit Overrun	0.00
3/11/2021	71875	Remit Overrun	0.00
3/11/2021	71876	Overdrive Inc	77,586.39
3/11/2021	71877	Paper Roll Products	389.53
3/11/2021	71878	Pitney Bowes	898.11
3/11/2021	71879	Postmaster - Lake Stevens	284.00
3/11/2021	71880	Printing Plus	682.62
3/11/2021	71881	Puget Sound Energy	1,788.47
3/11/2021	71882	PUD No 1 of Snohomish County	16,438.66
3/11/2021	71883	Republic Services 197	732.94
3/11/2021	71884	Rev.com, Inc	626.25
3/11/2021	71885	Roy Robinson	182.18
3/11/2021	71886	Salish Networks	1,211.04
3/11/2021	71887	Sara K Turner Art	81.25
3/11/2021	71888	Shred-it	2.94
3/11/2021	71889	Sound Publishing	1,240.80
3/11/2021	71890	Teresa Wippel Communications LLC	425.00
3/11/2021	71891	Terminix	151.66
3/11/2021	71892	Uline	105.26
3/11/2021	71893	Walter E Nelson Co of Western WA	880.43
3/11/2021	71894	Wave Business	14,965.61
3/11/2021	71895	Whidbey Telecom	596.85
3/11/2021	71896	Crystal Mt. Pure Drinking Water	16.28
3/18/2021	71897	Heidi Smith	141.12
3/18/2021	71898	Alderwood Water District	33.22
3/18/2021	71899	Allied Universal	9,005.96
3/18/2021	71900	Janelle Tarasewicz	2,362.50
3/18/2021	71901	AT&T Mobility (6463)	4,493.79
3/18/2021	71902	Baus Systems LLC	767.36
3/18/2021	71903	BerryDunn	8,887.00
3/18/2021	71904	Bibliocommons Inc.	19,979.99
3/18/2021	71905	CDW Government Inc	26,432.66
3/18/2021	71906	Cedar Grove Organics Recycling LLC	275.20
3/18/2021	71907	Celtic Risers, Inc.	195.66
3/18/2021	71908	City of Granite Falls	28.00
3/18/2021	71909	City of Marysville	615.97

Date	Check	Payee	Check Amount
3/18/2021	71910	City of Monroe	672.43
3/18/2021	71911	City of Sultan	150.65
3/18/2021	71912	Clinton Water Dist	2.94
3/18/2021	71913	Crystal Mt. Pure Drinking Water	9.22
3/18/2021	71914	Dept of Enterprise Services	534.86
3/18/2021	71915	Everett Safe & Lock	19.93
3/18/2021	71916	Fastsigns	6,042.34
3/18/2021	71917	Hillis Clark Martin & Peterson	658.00
3/18/2021	71918	The Home Depot Pro	118.05
3/18/2021	71919	Island Disposal Inc	157.02
3/18/2021	71920	Materials Testing & Consulting, Inc.	3,972.50
3/18/2021	71921	Mill Creek View	29.00
3/18/2021	71922	Julie Murphy	300.00
3/18/2021	71923	Remit Overrun	0.00
3/18/2021	71924	Remit Overrun	0.00
3/18/2021	71925	Remit Overrun	0.00
3/18/2021	71926	Remit Overrun	0.00
3/18/2021	71927	Remit Overrun	0.00
3/18/2021	71928	Remit Overrun	0.00
3/18/2021	71929	Remit Overrun	0.00
3/18/2021	71930	Remit Overrun	0.00
3/18/2021	71931	Remit Overrun	0.00
3/18/2021	71932	Remit Overrun	0.00
3/18/2021	71933	Remit Overrun Overdrive Inc	0.00
3/18/2021	71934 71935		69,305.18 279.42
3/18/2021		Paper Roll Products	
3/18/2021	71936	PetroCard Systems Inc	1,510.51
3/18/2021	71937	Platt Electric Supply	259.01
3/18/2021	71938	Puget Sound Energy	364.76
3/18/2021	71939	PUD No 1 of Snohomish County	1,268.79
3/18/2021	71940	Purple Communications, Inc	720.00
3/18/2021	71941	Salas O'Brien	4,361.00
3/18/2021	71942	Seahurst Electric	10,079.98
3/18/2021	71943	Silver Lake Water & Sewer	71.70
3/18/2021	71944	Void	0.00
3/18/2021	71945	Sno-Isle Refund Account	9.99
3/18/2021	71946	Stowe Development & Strategies	20,208.12
3/18/2021	71947	Anupama Taranath	500.00
3/18/2021	71948	Terminix	71.05
3/18/2021	71949	Timeless Design	283.92
3/18/2021	71950	Uline	17.85
3/18/2021	71951	Verizon Wireless (660108)	14,756.83

Date	Check	Payee	Check Amount
3/18/2021	71952	Walter E Nelson Co of Western WA	2,903.86
3/18/2021	71953	Waste Management	2,599.56
3/18/2021	71954	Washington State Ferries	419.75
3/18/2021	71955	Smokey Point NW LLC	7,553.53
3/18/2021	71956	Snohomish Co Treasurer	2,359.14
3/25/2021	71957	8X8 Inc	247.61
3/25/2021	71958	Allied 100, LLC	88.97
3/25/2021	71959	Remit Overrun	0.00
3/25/2021	71960	Remit Overrun	0.00
3/25/2021	71961	Baker & Taylor Books (277930)	32,336.99
3/25/2021	71962	Bank of America (0958)	690.94
3/25/2021	71963	Bank of America (2175)	4,099.21
3/25/2021	71964	Bank of America (2945)	4,380.99
3/25/2021	71965	Bank of America (3488)	2,502.21
3/25/2021	71966	Bank of America (3736)	2,581.06
3/25/2021	71967	Bank of America (4867)	8,197.90
3/25/2021	71968	Bank of America (5800)	289.99
3/25/2021	71969	Bank of America (8208)	4,765.57
3/25/2021	71970	Blackbourn Media Packaging	963.20
3/25/2021	71971	Blackstone Publishing	319.96
3/25/2021	71972	CDW Government Inc	755.99
3/25/2021	71973	City of Langley	329.00
3/25/2021	71974	City of Oak Harbor	10,388.36
3/25/2021	71975	Cobra Construction Company	65,653.55
3/25/2021	71976	Comcast	3,658.63
3/25/2021	71977	Ednetics, Inc.	47,584.00
3/25/2021	71978	FairVega Library Services	915.60
3/25/2021	71979	Gale/Cengage Learning	621.12
3/25/2021	71980	Goldfinch Brothers	4,112.37
3/25/2021	71981	Ingram Library Services	334.24
3/25/2021	71982	Leadership Snohomish County	5,000.00
3/25/2021	71983	Mach Publishing Company, Inc.	293.25
3/25/2021	71984	Marysville Awards & Gifts	225.84
3/25/2021	71985	Remit Overrun	0.00
3/25/2021	71986	Remit Overrun	0.00
3/25/2021	71987	Remit Overrun	0.00
3/25/2021	71988	Midwest Tape	19,479.58
3/25/2021	71989	Mill Creek View	155.00
3/25/2021	71990 71001	Multi-Cultural Books & Videos	184.42
3/25/2021 3/25/2021	71991 71992	North County Outlook Remit Overrun	330.00 0.00
2/22/2021	/ 1332	Nemil Overrun	0.00

Date	Check	Payee	Check Amount
3/25/2021	71993	Office Depot, INC	2,721.43
3/25/2021	71994	Remit Overrun	0.00
3/25/2021	71995 71006	Remit Overrun	0.00
3/25/2021	71996	Remit Overrun	0.00
3/25/2021	71997	Remit Overrun	0.00
3/25/2021	71998	Remit Overrun	0.00
3/25/2021	71999	Remit Overrun	0.00
3/25/2021	72000	Remit Overrun	0.00
3/25/2021	72001	Remit Overrun	0.00
3/25/2021	72002	Remit Overrun	0.00
3/25/2021	72003	Overdrive Inc	100,950.85
3/25/2021	72004	Pacific Copy & Printing	172.87
3/25/2021	72005	Pacific MRO	810.96
3/25/2021	72006	Pacific Tree Management LLC	9,605.11
3/25/2021	72007	Paper Roll Products	262.06
3/25/2021	72008	Prime Self Storage	814.00
3/25/2021	72009	Rentacrate Enterprises LLC	1,061.74
3/25/2021	72010	Ricoh USA Inc - 31001	4,077.66
3/25/2021	72011	Ricoh USA Inc - 650073	22,201.11
3/25/2021	72012	Seahurst Electric	1,421.97
3/25/2021	72013	SHI International	31,900.70
3/25/2021	72014	Snohomish Co Finance	265.00
3/25/2021	72015	Summit Law Group, PLLC	203.00
3/25/2021	72016	Timeless Design	1,365.39
3/25/2021	72017	Uline	62.28
3/25/2021	72018	WCP Solutions	672.43
3/25/2021	72019	WEX	61.10
3/26/2021	72020	United States Liability Insurance Company	930.00
3/31/2021	72021	Asavie Technologies Inc	409.33
3/31/2021	72022	Remit Overrun	0.00
3/31/2021	72023	Remit Overrun	0.00
3/31/2021	72024	Baker & Taylor Books (277930)	44,905.72
3/31/2021	72025	Camano Commons	1,000.00
3/31/2021	72026	CDW Government Inc	3,605.40
3/31/2021	72027	Crystal Springs	101.60
3/31/2021	72028	Cummins-Allison Corp.	720.29
3/31/2021	72029	Demco Inc (8048)	30,263.07
3/31/2021	72030	e-J4, LLC	5,000.00
3/31/2021	72031	E - Rate Expertise Inc	2,025.00
3/31/2021	72032	Everett Stamp Works	38.04
3/31/2021	72033	FairVega Library Services	618.03
3/31/2021	72034	FATBEAM, LLC	3,480.00
3/31/2021	72035	Flashpoint Cinema LLC	2,400.00
3/31/2021	72036	Gale/Cengage Learning	2,200.37

Date	Check	Payee	Check Amount
3/31/2021	72037	Goldfinch Brothers	2,720.64
3/31/2021	72038	Guardian Security	4,282.30
3/31/2021	72039	Holaday-Parks, Inc	36,804.92
3/31/2021	72040	Ingram Library Services	1,097.72
3/31/2021	72041	Jimmy's Roofing	4,850.35
3/31/2021	72042	Remit Overrun	0.00
3/31/2021	72043	Remit Overrun	0.00
3/31/2021	72044	Midwest Tape	15,631.62
3/31/2021	72045	MyBinding	244.70
3/31/2021	72046	OCLC Inc (34299)	5,144.28
3/31/2021	72047	Office Depot, INC	501.70
3/31/2021	72048	OrangeBoy Inc	3,352.00
3/31/2021	72049	Remit Overrun	0.00
3/31/2021	72050	Remit Overrun	0.00
3/31/2021	72051	Remit Overrun	0.00
3/31/2021	72052	Remit Overrun	0.00
3/31/2021	72053	Remit Overrun	0.00
3/31/2021	72054	Remit Overrun	0.00
3/31/2021	72055	Remit Overrun	0.00
3/31/2021	72056	Remit Overrun	0.00
3/31/2021	72057	Overdrive Inc	89,963.33
3/31/2021	72058	Pacific MRO	959.20
3/31/2021	72059	Paper Roll Products	1,073.55
3/31/2021	72060	Puget Sound Energy	3,424.11
3/31/2021	72061	PUD No 1 of Snohomish County	1,245.66
3/31/2021	72062	Rentacrate Enterprises LLC	9,222.49
3/31/2021	72063	Ricoh USA Inc - 31001	193.46
3/31/2021	72064	Seahurst Electric	2,924.99
3/31/2021	72065	Shred-it	438.03
3/31/2021	72066	Sound Maintenance Services, Inc	44,757.47
3/31/2021	72067	Stilly Valley Chamber of Commerce	250.00
3/31/2021	72068	Terminix	779.78
3/31/2021	72069	Timeless Design	3,831.71
3/31/2021	72070	Town of Coupeville	150.00
3/31/2021	72071	Upper Hudson Library System	7.00
3/31/2021	72072	Visionary Office Furniture	5,220.10
3/31/2021	72073	WyCom Systems Inc	345.00
3/31/2021	72074	Ziply Fiber	8,941.74
3/31/2021	72075	Zoobean	7,345.00
3/31/2021	72076	Cascade Centers	587.50
3/31/2021	72077	Delta Dental of Washington	24,773.32
3/31/2021	72078	Dept of Labor & Industries	4.17
3/31/2021	72079	Kaiser Permanente	76,709.36
3/31/2021	72080	Lifewise Assurance Company	27,417.68

Date	Check	Payee	Check Amount
3/31/2021	72081	Lincoln National Life Ins Company	8,179.94
3/31/2021	72082	MCM	5,837.70
3/31/2021	72083	Navia Benefit Solutions Client Pay	1,850.30
3/31/2021	72084	Premera Blue Cross	9,020.10
3/31/2021	72085	Sno-Isle Library Foundation	450.00
			1,701,290.03

Executive Director

Board Report

April 2021

Lois Langer Thompson Executive Director

Meetings with Elected Officials and Stakeholders

- Congressman Ric Larsen, tour of Camano Island Library.
- Ric Ilgenfritz, CEO Community Transit.
- Garry Clark, President and CEO Economic Alliance of Snohomish County (EASC).
- Sarah Jones, Washington State Librarian.

Community and Stakeholder Events

• EASC Coffee Chats: Rick Steves.

Board meetings

• Island County Economic Recovery Task Force.

Professional Development and Meetings

- Public Library Association EDISJ Committee meeting.
- Public Libraries of Washington (PLW).
 - Weekly Legislative update call.
 - o eBook publishing update.
- Regional Library Directors weekly update call.

Board of Trustees meetings

- Executive Committee meeting.
- Board Development / Administration Committee meetings (2).
- Meeting with Board President.
- Tour of Oak Harbor and Coupeville libraries with Trustee DePrey.
- Tour of Darrington Library with Trustee Smith.

Human Resources update

- Initial interviews for Director of Finance and Facilities.
- Annual employee recognition event.

Library updates

Lake Stevens Library

Administrative Services

Financial Update

April 2021

Gary Sitzman
Administrative Services Director

Revenue Summary

- March's property tax revenue was 56% higher than budget at \$3,164,141. This was an expected catch up from the prior month's below budget performance. Year to date property tax receipts are at \$3,571,907 or 5.8% of the annual budgeted property tax revenue.
- Timber tax and associated excise tax revenues combined at \$204,262 is 37.13% of the annual budget. This is \$92,038 or 31.1% less than the timber revenues received by this time last year.
- Investment income to date at \$70,567 is 39.0% below the year-to-date budget and \$45,193 less than this time last year. Markedly lower interest rates and difficult economic conditions continue to adversely impacted investment pool returns.
- Other March revenues of \$28,059 consists primarily of EBSCO refunds (\$10,206) and surplus sales of capital items (\$9,466).
- Total revenue received to date is at 6.6% (\$4,170,251) of the annual budget and is 17.3% (\$614,511) more than budget primarily due to property tax revenues being higher than the historical average tax receipts used to set the budget.

Expenditures Summary

- Salaries and Benefits at \$8,785,587 or 22.7% of the annual budget are 9.2% (\$885,663) below the YTD budget. Numerous vacancies that occurred in 2020 have yet to be filled as we continue a controlled re-opening of in-building services.
- Materials spending of \$1,473,3377 is 15.8% less than the year-to-date budget.
- Professional & Contract Services is underspent by 46.3% (\$371,900), driven by limited in-building services and programming.
- Maintenance & Repair of \$178,695 is 52.4% (\$196,455) lower than budget mainly due building closures.
- Capital outlays totaled \$80,004 in March as work wraps up on construction of a canopy over the Service Center delivery area and upgraded LED lighting at the Snohomish Library.
- Viral Infection Protection costs of \$174,623 have been spent to date. Costs include PPE, preparing safe workspaces for staff, and building & custodial supplies and services.
- Total year-to-date expenditures are at 20.9% (\$12,028,188) of the annual budget with 25% of the year gone.

Sno-Isle Regional Library System Statement of Revenues

Revenue Summary

From 3/1/2021 Through 3/31/2021 (In Whole Numbers)

		Period Actual	Period Budget	YTD Actual	YTD Budget	Annual Budget	% Annual Budget Recv'd
	Revenues						
01.0	Property Taxes	3,164,141	2,031,080	3,571,907	3,167,540	61,460,500	5.81%
02.0	Timber Tax / Sales	14,687	30,500	204,262	162,300	550,000	37.13%
03.0	Print/Copy Services	8	4,170	8	12,510	50,000	0.01%
04.0	Services/City Contract Fees	0	290	0	870	3,500	0.00%
05.0	Lost Materials Paid	1,711	6,250	5,064	18,750	75,000	6.75%
06.0	Investment Interest	18,491	37,500	70,567	112,500	450,000	15.68%
07.0	Donations Private Sources	649	8,340	649	25,020	100,000	0.64%
0.80	Other Revenue	28,059	18,750	317,794	56,250	225,000	141.24%
	Total Revenues	3,227,745	2,136,880	4,170,251	3,555,740	62,914,000	6.63%

Sno-Isle Regional Library System Statement of Expenditures by Period

Expenditures Summary

From 3/1/2021 Through 3/31/2021 (In Whole Numbers)

		Dania d Aatuud	David d David and	VTD Astrod	VTD Dodge	Assessed Decelerate	% Annual
		Period Actual	Period Budget	YTD Actual	YTD Budget	Annual Budget	Budget Used
	Expenditures						
10.0	Salaries & Benefits	2,817,035	3,223,750	8,785,587	9,671,250	38,684,500	22.71%
20.0	Materials	678,038	583,330	1,473,377	1,749,990	7,000,000	21.04%
26.0	Professional & Contract Services	198,913	267,860	431,680	803,580	3,213,400	13.43%
35.0	Equipment & Furnishings	88,367	70,400	224,341	211,200	844,700	26.55%
38.0	Maintenance & Repair	104,134	125,050	178,695	375,150	1,500,700	11.90%
41.0	Software License & Maint Fees	165,568	122,640	218,352	367,920	1,471,900	14.83%
42.0	Communications	64,400	69,310	177,159	207,930	831,300	21.31%
43.0	Office & Operating Supplies	70,636	69,560	138,263	208,680	834,500	16.56%
44.0	Utilities	47,097	45,040	113,834	135,120	540,300	21.06%
45.0	Rentals & Leases	40,417	39,880	98,502	119,640	478,400	20.58%
46.0	Insurance	0	15,560	930	46,680	186,600	0.49%
48.0	Employee Training / Travel	3,746	20,830	5,612	62,490	250,000	2.24%
49.0	Miscellaneous	22,329	51,500	52,023	154,500	617,400	8.42%
50.0	Strategic Initiatives / Innovation	500	14,580	2,869	43,740	175,000	1.63%
55.0	Development Initiatives	0	52,130	0	156,390	625,500	0.00%
62.0	Capital - Bldgs & Improvements	80,004	31,660	126,965	94,980	380,000	33.41%
	Total Expenditures	4,381,183	4,803,080	12,028,188	14,409,240	57,634,200	20.87%

Memo

Arlington Library Building Transfer Agreement

In October 2020, a team was formed to provide a recommended approach to make needed investments in the Arlington Library. The team determined that transferring ownership of the Arlington Library building to Sno-Isle Libraries was the best option. A draft transfer agreement was prepared with input from both parties and was reviewed by Sno-Isle's Board of Trustees at the March 22, 2021 meeting.

The Arlington City Council conducted a retreat on April 10, 2021 at which time they considered the team's recommendation and the terms and conditions of the draft transfer agreement. The City Council supported the recommendation and agreement in general; however, they expressed a concern with the investment amortization method in Section 10 of the agreement. After discussing this concern with the team, the parties were able to address this concern by more narrowly defining improvements as being applicable to only real property and establishing a threshold project investment of \$300,000.

Following is the markup of Section 10 from the March draft agreement:

10. Contingent Option to Reacquire. Should the City de-annex from the the District Intercounty Rural Library District on or before December June 31, 20401, then in that event, the City shall have the option to reacquire all of the real property interests then held by the District, if any, in and to the subject property, upon not less than 180 day's prior written notice, to be effective no sooner than the effective date of such de-annexation, and upon payment by the City to the District of the amount of documented unamortized costs, if any, of real property improvement sprojects costing in excess of \$300,000 made to said property by the District, which costs shall be amortized over -periods of twenty (20) years from the dates of payment thereof by the District.

With this revision, both parties are seeking authorization from their respective governing bodies to execute the Arlington Library Transfer Agreement.

Recommended Action Item

I move the Sno-Isle Libraries Board of Trustees approve the Agreement between the City of Arlington and the Sno-Isle Intercounty Rural Library District for Transfer of the Arlington Library Building and authorize the Executive Director sign the agreement and take all necessary actions to close and record this property transfer.

AGREEMENT BETWEEN

THE CITY OF ARLINGTON AND THE SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT FOR TRANSFER OF THE ARLINGTON LIBRARY BUILDING

THIS AGREEMENT is entered into between the City of Arlington, a Washington optional municipal code city (hereinafter "the City") and Sno-Isle Intercounty Rural Library District, an Intercounty Rural Library District (hereinafter "the District") for the purpose set forth below.

WHEREAS, the City entered into a Library Services Agreement with the District on September 11, 1998; and

WHEREAS, on June 7, 1999, the City approved by Ordinance No. 1194 of the City Council, its intent to annex to the Sno-Isle Library District, finding that the public interest will be served thereby, pursuant to RCW 27.12.360 and RCW 27.12.370; and

WHEREAS, the District's Board of Trustees did, on June 28, 1999, concur with the annexation subject to the terms and conditions in the Library Annexation Agreement entered into between the City and the District; and

WHEREAS, On September 14, 1999, a special election was held by which voters of the City approved to annex to the Library District, effective January 1, 2001; and

WHEREAS, the District currently provides library services to all residents of the City in the Arlington Library in the same manner as it provides services to all other residents of the District; and

WHEREAS, included within the responsibilities of the District pursuant to said Annexation Agreement, is the responsibility to provide all library services, including acquisition and maintenance of library collections and materials; staff to operate the facility as a library; tools and equipment necessary to operate the library, including, but not limited to, computers, office equipment, etc.; and custodial maintenance of the interior of the facility, including custodial supplies; and

WHEREAS, the Arlington Library is presently owned by the City and operated by the District to serve residents of the City and surrounding areas; and

WHEREAS, included within said responsibilities of the City are the ongoing responsibilities to maintain, repair and rehabilitate the interior and exterior of the Arlington Library, including such items as: carpet and wall repair and/or replacement; parking lot and landscaped grounds maintenance; property insurance; repair and maintenance of roof, plumbing, electrical, heating, cooling, waste water, and other mechanical systems; and

WHEREAS, the District and the City agree that it is appropriate for the City to transfer the Arlington Library <u>property</u> to the District upon certain terms and conditions as hereinafter set forth; now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, the City and the District agree as follows:

- 1. <u>City to Transfer Arlington Library to the District</u>. The City hereby conveys, quit claims, transfers and assigns to the District all right, title and interest in and to the Arlington Library located at 135 N. Washington Ave, Arlington, WA, and the adjacent undeveloped land (gravel parking lot) located at 107 N. Washington Ave, Arlington, Washington, as legally described on Exhibit A, including all land, buildings, fixtures, furniture, artwork, and improvements. The transfer shall be by quitclaim deed. The City agrees that no additions or modifications to improvements on the subject property shall be made prior to transfer without the express written approval of the District.
- 2. <u>Consideration</u>. Upon acceptance and recording of the deed, the District shall assume the responsibility to maintain, repair, rehabilitate, replace, or expand the Arlington Library and shall continue to provide all library services as required under the provisions of said Annexation Agreement for so long as the City remains annexed to the District, which library services shall be provided in the Arlington Library facility; provided in the event the District determines in its reasonable discretion, said facility is no longer suitable or efficient for the provision of said library services, the District shall acquire an alternative facility within the corporate boundaries of the City from which to provide comparable library services.

The District shall use the Arlington Library solely for public library purposes and for other public purposes that the District deems appropriate for library facilities; provided, however, in the event the District acquires property for an alternate facility within the corporate boundaries of the City from which to provide comparable library services, the use and right of the District to sell, lease, transfer, and/or otherwise alienate the subject Arlington Library property or any interest therein shall be unrestrained and unencumbered by any provisions in this Agreement or the Quit Claim Deed by which the Arlington Library property is conveyed to the District.

Upon transfer of the property, the District shall, at its sole cost, secure and cause to be in effect, insurance or other suitable coverage for the Arlington Library equal to 100% of the replacement value for fire, other perils, earthquake, and flood damage or loss. The District shall provide City with satisfactory evidence that such coverage is in effect.

- 3. Condition of Arlington Library. As the user in possession of the Arlington Library, the District's knowledge of the condition of the Arlington Library is coextensive with the City, the District and City hereby agree that, as of the transfer date, City has and will have fully discharged its obligations under said Annexation Agreement with respect to the Arlington Except as provided herein, the City has not made, and does not make, any representations, warranties, promises, covenants, agreements, or guaranties of any kind whatsoever, whether express or implied, oral or written, relating to the Arlington Library except that it has no knowledge of any material defects therein nor of any hazardous or toxic materials on the property. The District acknowledges that the District has no knowledge of any material defects therein nor of any hazardous or toxic materials on the property and has not relied on any representations or warranties of any kind of the City or any agent of the City relating to the Arlington Library except as expressly set forth herein. Except as set forth herein, the City is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Arlington Library, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. The District further acknowledges and agrees that to the maximum extent permitted by law, the transfer of the Arlington Library property as provided for herein is made on an "AS IS", "WHERE IS" condition and basis with all unknown faults and defects, and that the City has no obligation to make repairs, replacements or improvements with respect thereto. Any information relating to the Arlington Library furnished to the District by the City is furnished on the express condition that the District shall make an independent verification of the accuracy of such information, all of which is furnished without warranty.
- 4. <u>Title</u>. The City shall convey fee title by quitclaim deed. The form of deed to be used is attached to this Agreement as Exhibit B and incorporated herein by this reference as if set forth in full. The District shall obtain and pay for an Owner's Policy of Title Insurance showing marketable title. The City and the District authorize the party hereinafter designated as Closing Agent to apply for a preliminary commitment for an ALTA standard coverage form of Owner's policy of title insurance to be issued by a Title Insurance Company selected by the District. The City shall convey title subject to any and all existing liens and encumbrances and shall not be obligated to clear any such liens or encumbrances from title in connection with this transaction. The District shall have a period of thirty (30) days after issuance of the preliminary commitment in order to determine whether to accept title subject to any and all encumbrances or to not accept such title and terminate this Agreement. If the District elects to accept title, the Closing Agent shall proceed to close the transfer.

5. **Escrow and Closing**.

- A. Closing Agent Date of Closing. Escrow shall be opened with a firm mutually agreed to by the City and the District, and this firm shall be referred to in this Agreement as the "Closing Agent". With the understanding that time is of the essence of this Agreement, this transaction shall be closed on or before forty-five (45) days after this Agreement is executed. In the event that this transaction (transfer and conveyance of the Arlington Library property) cannot be closed by the date provided herein due to the inability of either party, the Closing Agent, title insurance company, or financing institution to sign any necessary document, or to deposit any necessary money, because of any interruption of error or other available transport; strikes, fire, flood or extreme weather; governmental regulation; incapacitating illness; acts of God; or other similar occurrences; the closing date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the closing date provided herein without written agreement of the parties.
- **B. Expenses of Escrow**. Title insurance premiums and all other costs or expenses of escrow and recording shall be paid by the District, including but not limited to the following:
 - i. The full cost of securing the title insurance policy, if any, for the District;
 - ii. The cost of recording the Deed to the District;
 - iii. The cost of excise taxes, if any, necessary to record the Deed to the District; and
 - iv. Any and all other expenses of escrow and recording not expressly mentioned above.
- **C.** Closing Defined. Closing, for the purpose of this Agreement, is defined as the date that all documents are executed and all funds necessary to pay the expenses of escrow and recording fees have been paid by the District. When notified, the District and the City will deposit, without delay, in escrow with the Closing Agent, all instruments and monies required to complete the transaction in accordance with this Agreement.
- 6. <u>Interlocal Library Annexation Agreement</u>. Upon closing of this transaction and recording of the deed from the City to the District, the requirements of the City to own, maintain, repair, and rehabilitate the Arlington Library, as established by the Interlocal Library Annexation Agreement shall be terminated and of no further effect.
- **7.** <u>Maintenance and Repair</u>. Upon closing of this transaction and recording of the deed from the City to the District, the District shall assume all responsibility for the maintenance and repair of the Arlington Library.
- **8.** Paintings & Sculptures. All paintings, sculptures and artwork on the property of the Arlington Library as of the Closing Date shall be transferred to the District.

- **9.** <u>Costs</u>. Except as expressly provided herein, each party shall bear its own costs associated with its activities and obligations under this Agreement.
- 10. Contingent Option to Reacquire. Should the City de-annex from the District on or before June 1, 2041, then in that event, the City shall have the option to reacquire all of the real property interests then held by the District, if any, in and to the subject property, upon not less than 180 day's prior written notice, to be effective no sooner than the effective date of such de-annexation, and upon payment by the City to the District of the amount of documented unamortized costs, if any, of real property improvement projects costing in excess of \$300,000 made to said property by the District, which costs shall be amortized over periods of twenty (20) years from the dates of payment thereof by the District.
- 11. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.
- **12. Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.
- **13.** <u>Severability</u>. Should any of the provisions of this Agreement be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.
- **14.** <u>Jurisdiction Venue</u>. In the event any action is brought to enforce any of the provisions of this Agreement, the parties agree to be subject to exclusive jurisdiction in the Snohomish County Superior Court of the State of Washington and agree that venue shall lie exclusively at Everett, Washington.
- **15.** <u>Attorney's Fees</u>. In the event that either party brings suit against the other in order to enforce the terms of this Agreement or to redress any breach thereof, the prevailing party in any such suit shall be entitled to recover its costs, expert witness fees, and reasonable attorney's fees, including fees and costs incurred in connection with any appeal.
- **16.** <u>Waiver</u>. Except as otherwise expressly provided herein, no waiver of any right under this Agreement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver. No waiver of any right arising from any breach or failure to comply with any provision of this agreement shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

17. <u>Notices</u>. All notices required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized courier or by electronic mail or facsimile transmission and shall be deemed given when so delivered, received, or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests to any party shall be sent to all other parties as follows:

City of Arlington: City Administrator

City of Arlington 238 N. Olympic Ave Arlington, WA 98223

Sno-Isle Intercounty Rural

Library District:

Director of Administrative Services
Sno-Isle Libraries Service Center

7312 – 35th Avenue NE Marysville, WA 98271

- **18.** <u>Survival Binding Effect</u>. With the exception of paragraph 5, all provisions of this Agreement shall survive closing. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- **19.** <u>Time is of the Essence</u>. Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out is obligations under this Agreement diligently and in good faith.
- **20.** <u>Authority</u>. The City is an optional municipal code city organized under Title 35A of the Revised Code of Washington. Sno-Isle is an inter-county library district organized under Title 27 of the Revised Code of Washington. By executing this Agreement, the parties each represent that they have authority to enter into this Agreement under such titles and under Title 39.34 of the Revised Code of Washington.
- **21.** Filing. Pursuant to RCW 39.34.040, a copy of this Agreement shall be filed with the Snohomish County Auditor. All costs of such recording shall be paid by the District.

DATED as of the last signature set forth below.

CITY OF ARLINGTON	SNO-ISLE INTERCOUNTY LIBRARY DISTRICT		
Barbara Tolbert, Mayor	Lois Langer Thompson, Executive Director		
Date:	Date:		
ATTEST/AUTHENTICATED:			
City Clerk			
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY:			
City Attorney			

EXHIBIT A

Parcel A:

135 N. Washignton Ave, Arlington, WA 98223-1422

Tax Parcel: 00455400500100

Description: Giffords 1st add to Arlington Blk 005 D-00- Lots 1-2-3-4

Size: .42 acres

Parcel B:

107 N. Washington, Ave, Arlington, WA 98223-1422

Tax Parcel; 00455400500500

Description: Giffords 1st add to Arlington Blk 005 D-00- Lots 5-6

Size: .21 acres



EXHIBIT B QUIT CLAIM DEED See attached

After Recording Return to:

Sno-Isle Library Services Center Attn: Director of Administrative Services 7312 – 35th Avenue NE Maryville, WA 98271

QUIT CLAIM DEED

Grantor:	CITY OF ARLINGTON
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Grantee: SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

Legal Description: Giffords 1st add to Arlington Blk 005 D-00- Lots 1-2-3-4-5-6

Tax Parcel ID#: 00455400500100; 00455400500500

THE GRANTOR, CITY OF ARLINGTON, a municipal corporation of the State of Washington, for and in consideration of fulfillment of the agreement between the parties and mutual benefits, conveys and quit claims to SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, an Intercounty Rural Library District, GRANTEE, the following-described real estate, situated in the County of Snohomish, State of Washington, including any interest therein which Grantor may hereafter acquire:

See **EXHIBIT A** attached hereto

and incorporated herein by this reference

hereinafter referred to as the "Property"

Grantor hereby reserves a Contingent Option to Reacquire said property as provided in that certain Agreement between Grantor and Grantee, filed with the Auditor of Snohomish County, Washington under Number ______.

DATED this	day of	, 2021.
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CITY OF ARLINGTON

Ву					
Barbara Tolbert, Mayor					
STATE OF WASHINGTON)				
)ss.				
COUNTY OF SNOHOMISH)				
I certify that I know or have satisfactory evidence that BARBARA TOLBERT is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of CITY OF ARLINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.					
DATED this day	of, 2021.				
	(Legibly print name of notary)				
	NOTARY PUBLIC in and for the State of				
	Washington				

My commission expires _____

RESOLUTION 21-02 of the Sno-Isle Libraries Board of Trustees

A RESOLUTION OF THE SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT ON RESCINDING AN AUDITING OFFICER APPOINTMENT

WHEREAS, RCW 42.24.080 requires that all claims presented against the Sno-Isle Intercountry Rural Library District ("Library District") as a municipal corporation shall be audited, before payment, by an auditing officer appointed pursuant to resolution of the Library District's Board of Trustees; and

WHEREAS, Gary Sitzman was appointed as an auditing officer of the Library District on September 24, 2012 (Resolution 12-05); and

WHEREAS, Lois Langer Thompson was appointed as an auditing officer on December 3, 2018 (Resolution 18-06); and

WHEREAS, Alisha Hendren was appointed as an auditing officer on June 17, 2019 (Resolution 19-01); and

WHEREAS, Gary Sitzman is retiring as Director of Administrative Services on April 30, 2021;

NOW, THEREFORE IT IS RESOLVED that Sno-Isle Libraries Board of Trustees rescind the appointment of Gary Sitzman as an auditing officer pursuant to RCW 42.24.080 effective May 1, 2021.

Passed in a regular session this	day of	, 2021.
, 2021 pursuant to notice g	given as req	ng resolution was adopted at a meeting held on uired by law at which members of the Board said resolution there being votes in favor,
		Sno-Isle Libraries Board of Trustees
		President
		Secretary

Board of Trustees Code of Conduct

Sno-Isle Libraries Board Policy

Purpose

The purpose of this policy is to state the conduct that is expected of the Sno-Isle Board of Trustee members and to outline member roles and responsibilities with regard to member conduct.

Scope

The Sno-Isle Libraries Board of Trustees responsibilities are limited to policy-making decisions, planning, budgeting, evaluations, and the overseeing of the Executive Director.

Board members will comply with all federal and state laws and the American Library Association Code of Ethics.

Implementation

- Support and promote the benefits of the public library system.
- Comply with all national, state and local laws, rules and regulations regarding public libraries and follow only legal, professional, and ethical procedures to bring about desired changes.
- Join fellow members on the board, the staff, and the community in the continuing study of the nature, value, and direction of public libraries in our society in order to facilitate needed changes and growth patterns.
- Support the maintenance of a comprehensive and balanced collection.
- Work to keep all library policies and Trustee conduct free of racism, sexism, bigotry and intolerance. Support and uphold Sno-Isle's Personnel Practices Policy 2-7: Non-Discrimination and Harassment regarding personal conduct and interactions with fellow Trustees and employees of Sno-Isle Libraries.
- Recognize the need for trust as the basis for team building and shared leadership in all interactions regarding the Library. Make decisions on issues before the Board and reach conclusions only after deliberation and full public debate with fellow board members.
- Attend required regular and committee meetings, read distributed materials and information, and participate in discussions/votes.
- Accept the responsibility to work with the Executive Director and respect the professional
 expertise of the Sno-Isle Libraries staff and acknowledge that the internal operation of
 the library system is the responsibility of the Executive Director. Refer all questions and

complaints about Library operations to the Executive Director and act on such complaints in a public forum only after the Executive Director has reviewed them and only if a policy revision is necessary or legal ramifications are involved.

- Recognize the need to excuse oneself immediately whenever the appearance of a conflict
 of interest exists or an actual conflict exists.
- Participate in official board discussions and decisions, and recognize that authority rests
 with the whole board assembled in public meetings and make no personal promises nor
 take any private action, which may compromise the board. Nor when representing the
 board, promote the special interests of individuals, self, organizations, or political views
 which may be in conflict with the role of the library to serve the entire public.
- Uphold all policies adopted by the board. Acknowledge that it is appropriate for trustees to state their opposition during board discussion of an issue, and register their dissent at any meeting. Acknowledge that a dissenting board member may publicly state that he or she dissented on an issue and why he or she voted against it but that he or she should not undermine or interfere with implementation of the final decisions of the board. Agree that if a board member is so strongly opposed to the actions of the Board that he or she cannot support the decision, he or she should consider resignation from the Board.
- Support the vision and mission of the Sno-Isle Libraries and embrace the First Amendment, relevant principles of WLA and ALA, and the right of our customers to pursue knowledge for their enrichment and continued education.

Associated Policies and Laws

- American Library Association. Code of Ethics
- RCW 27.12.190
- RCW 27.12. 192
- RCW 27.12.210

Policy History

Date approved: September 23, 2019

Next review date: 2023

Date adopted: March 24, 2003

Board of Trustees Code of Conduct

Sno-Isle Libraries Board Policy

Purpose

The purpose of this policy is to state the conduct that is expected of the Sno-Isle Board of Trustee members and to outline member roles and responsibilities with regard to member conduct.

Scope

The scope of this policy applies to all members of the Sno-Isle Libraries' Board of Trustees.

The Sno Isle Libraries Board of Trustees responsibilities are limited to policy making decisions, planning, budgeting, evaluations, and the overseeing of the Executive Director.

Board members will comply with all federal and state laws and the American Library Association Code of Ethics.

Implementation

- Support the vision and mission of Sno-Isle Libraries and embrace the United States Constitution First Amendment, Washington Library Association Intellectual Freedom Statement principles of WLA and ALA, and the right of our customers to pursue knowledge for their enrichment and continued education.
- Support and promote the benefits of the public library system.
- Comply with all national, state and local laws, rules and regulations regarding public libraries and follow only legal, professional, and ethical procedures to bring about desired changes.
- Join fellow members on the board, the In cooperation with Library staff, and the community attend to the evolving in the continuing study of the nature, value, and direction of public libraries in our society in order to facilitate needed changes and growth patterns.
- Support the maintenance of a comprehensive and balanced <u>print and online</u> collection and a broad range of programs and services that are representative and relevant to our <u>diverse communities and customers.</u>
- Commit to equity, diversity, and inclusion through the adoption of Library policies and practices that provide opportunities for every person in our community and organization to thrive.

- Work to keep all library policies and Trustee conduct free of racism, sexism, bigotry and intolerance. Support and uphold Sno-Isle's Personnel Practices Policy 2-7: Non-Discrimination and Harassment regarding personal conduct and interactions with fellow Trustees and employees of Sno-Isle Libraries.
- Commit to express your unique viewpoint and draw from your personal expertise when deliberating business before the Board.
- Respect the opinions of fellow trustees and conduct yourself with respect and decorum when you disagree or oppose a viewpoint different from your own.
- Acknowledge and support the formal position of the Board after the Board has engaged in a full and open discussion, which may include casting of dissenting votes.
- Distinguish clearly between your personal philosophies, opinions, and positions and those of the Library, acknowledging and supporting the formal position of the Board, even if you disagree.
- <u>Do not disclose confidential information gained while serving as a Trustee, nor use such information for personal gain.</u>
- Recognize the need for trust as the basis for team building and shared leadership in all interactions regarding the Library. Provide reliable, deliberative, and open leadership.
- Make decisions on issues before the Board and reach conclusions only after deliberation and full public debate with fellow board members.
- Attend required regular and committee meetings, read distributed materials and information, and participate in discussions/votes.
- Accept the responsibility to work with the Executive Director and respect the professional expertise of the Sno-Isle Libraries staff and acknowledge that the internal operation of the library system is the responsibility of the Executive Director.
- Refer all questions and complaints about Library operations to the <u>Board President who</u>
 will work with the Executive Director to respond, and act on such complaints in a public
 forum only after the Executive Director has reviewed them and only if a policy revision is
 necessary or legal ramifications are involved.
- Recognize the need to eExcuse oneselfyourself immediately whenever the appearance of a conflict of interest exists or an actual conflict exists.
- <u>Pursue opportunities to improve your knowledge and understanding of Sno-Isle Libraries, libraries in general, and changing conditions which may impact the way the Library provides service to citizens.</u>
- Participate in official board discussions and decisions, and recognize that authority rests
 with the whole board assembled in public meetings and make no personal promises nor
 take any private action, which may compromise the board. Nor when representing the
 board, promote the special interests of individuals, self, organizations, or political views
 which may be in conflict with the role of the library to serve the entire public.

- Uphold all policies adopted by the board. Acknowledge that it is appropriate for trustees to state their opposition during board discussion of an issue, and register their dissent at any meeting. Acknowledge that a dissenting board member may publicly state that he or she dissented on an issue and why he or she voted against it but that he or she should not undermine or interfere with implementation of the final decisions of the board. Agree that if a board member is so strongly opposed to the actions of the Board that he or she cannot support the decision, he or she should consider resignation from the Board.
- Support the vision and mission of Sno-Isle Libraries and embrace the First Amendment, relevant principles of WLA and ALA, and the right of our customers to pursue knowledge for their enrichment and continued education.

Associated Policies and Laws

- United States Constitution. First Amendment.
- American Library Association. Code of Ethics.
- Washington State RCW 27.12.190. Library trustees—Appointment, election, removal, compensation.
- Washington State RCW 27.12. 192. Library trustees—Seven-member rural county library district boards.
- Washington State RCW 27.12.210. Library trustees—Organization—Bylaws—Powers and duties.
- Washington Library Association. Intellectual Freedom Statement

RCW 27.12.190

RCW 27.12.192

RCW 27.12.210

Policy History

Date approved: September 23, 2019 TBD

Next review date: 2023 TBD Date adopted: March 24, 2003

Board of Trustees Code of Conduct

Sno-Isle Libraries Board Policy

Purpose

The purpose of this policy is to state the conduct that is expected of the Sno-Isle Board of Trustee members and to outline member roles and responsibilities with regard to member conduct.

Scope

The scope of this policy applies to all members of the Sno-Isle Libraries' Board of Trustees.

Implementation

- Support the vision and mission of Sno-Isle Libraries and embrace the United States Bill of Rights - First Amendment, Washington Library Association Intellectual Freedom Statement, and the right of our customers to pursue knowledge for their enrichment and continued education.
- Support and promote the benefits of the public library system.
- Comply with all national, state and local laws, rules and regulations regarding public libraries and follow only legal, professional, and ethical procedures to bring about desired changes.
- In cooperation with Library staff and the community attend to the evolving nature, value, and direction of public libraries in our society in order to facilitate needed changes and growth patterns.
- Support the maintenance of a comprehensive and balanced print and online collection and a broad range of programs and services that are representative and relevant to our diverse communities and customers. .
- Commit to equity, diversity, and inclusion through the adoption of Library policies and practices that provide opportunities for every person in our community and organization to thrive.
- Support and uphold Sno-Isle's Personnel Practices Policy 2-7: Non-Discrimination and Harassment regarding personal conduct and interactions with fellow Trustees and employees of Sno-Isle Libraries.
- Commit to express your unique viewpoint and draw from your personal expertise when deliberating business before the Board.
- Respect the opinions of fellow trustees and conduct yourself with respect and decorum when you disagree or oppose a viewpoint different from your own.

- Acknowledge and support the formal position of the Board after the Board has engaged in a full and open discussion, which may include casting of dissenting votes.
- Distinguish clearly between your personal philosophies, opinions, and positions and those
 of the Library, acknowledging and supporting the formal position of the Board, even if
 you disagree.
- Do not disclose confidential information gained while serving as a Trustee, nor use such information for personal gain.
- Provide reliable, deliberative, and open leadership.
- Make decisions on issues before the Board and reach conclusions only after deliberation and full public debate with fellow board members.
- Attend required regular and committee meetings, read distributed materials and information, and participate in discussions/votes.
- Respect the professional expertise of Sno-Isle Libraries staff and acknowledge that the internal operation of the library system is the responsibility of the Executive Director.
- Refer all questions and complaints about Library operations to the Board President who will work with the Executive Director to respond.
- Excuse yourself immediately whenever the appearance of a conflict of interest exists or an actual conflict exists.
- Pursue opportunities to improve your knowledge and understanding of Sno-Isle Libraries, libraries in general, and changing conditions which may impact the way the Library provides service to citizens.

Associated Policies and Laws

- United States. Bill of Rights First Amendment.
- American Library Association. Code of Ethics.
- Washington State RCW <u>27.12.190</u>. <u>Library trustees—Appointment, election, removal, compensation</u>.
- Washington State <u>RCW 27.12. 192.</u> Library trustees—Seven-member rural county library district boards.
- Washington State RCW <u>27.12.210. Library trustees—Organization—Bylaws—Powers</u> and duties.
- Washington Library Association. Intellectual Freedom Statement

Policy History

Date approved: TBD Next review date: TBD

Date adopted: March 24, 2003

RESOLUTION 21-03 of the Sno-Isle Libraries Board of Trustees

Resolution Commending Sno-Isle Libraries Staff During the COVID-19 Global Pandemic

WHEREAS, Following Governor Inslee's state of emergency on February 29, 2020, the COVID-19 global pandemic disrupted and altered the daily operation of Sno-Isle Libraries in ways almost unimaginable; and

WHEREAS, following the closure of library building to customer access on March 14, 2020, Library staff began the significant work of transitioning library services; and

WHEREAS, the 460 staff members at Sno-Isle Libraries staff demonstrated their commitment to the Library's vision and mission by reaching out to the community to understand and support access to library services during the pandemic and transformed programs and services; and

WHEREAS, Library staff worked quickly and with considerable attention to innovation, collaboration, and flexibility, to provide library customers equitable access to virtual programs and services, the internet, and contact-free library services; and

WHEREAS, Library staff are continuing to following health guidelines, as well as share information with customers and communities, and through information sharing and active engagement with the State and local public health agencies;

WHEREAS, Library staff have demonstrated personal responsibility and have taken collective action to protect the health and safety of our colleagues, customers, and communities; and

WHEREAS, Sno-Isle Libraries was among the first districts in Washington to begin offering contact-free service in June 2020 and in-building library services in February 2021;

NOW, THEREFORE BE IT RESOLVED, that the Sno-Isle Libraries Board of Trustees publicly commends and extends gratitude to the Sno-Isle Libraries staff for their tremendous resolve, determination, creativity, and leadership that has allowed the Library to navigate safely through these uncharted circumstances and looks forward to a strong and bright future together in our community.

Sno-Isle Libraries Board of Trustees	
President	
Secretary	