Board of Trustees

Kelli Smith, President • Rose Olson, Vice President • Paul Ryan, Secretary • Michael Adams • Jennifer DePrey • Susan Kostick • Martin Munguia Executive Director Lois Langer Thompson

July 24, 2023, 5:30 p.m.

Sno-Isle Libraries Service Center 7312 35th Ave NE Marysville, WA 98271

Webinar Link: <u>Click here to join the meeting</u> Telephone Dial-in: +1 872 239 6205 Phone Conference ID: 418 865 879#

Meeting Agenda

- 1) Call to Order
- 2) Land Acknowledgement
- 3) Roll Call
- 4) *Approval of Agenda
- 5) *Consent Agenda Items
 - a) Approval of the June 26, 2023 regular meeting minutes
 - b) Approval of the June 2023 payroll, benefits, and vouchers
- 6) Public Comment
- 7) Unfinished Business
 - a) *Debt Management Policy Strategic Planning / Finance Chair Jennifer DePrey Attachment 1

8) New Business

 a) *Addendum No. 3 to Library Annexation Agreement between City of Mill Creek and Sno-Isle Intercounty Rural Library District – Assistant Director of Capital Strategy and Planning Attachments 2-5

9) Staff Reports

- a) Equity, Diversity, and Inclusion update Deputy Director David Durante and Assistant Director of Equity, Inclusion, and Development Tricia Lee
- b) Financial Update Finance Manager Nicole Wehl Attachment 6

10) Executive Director's Report

a) Executive Director's report Attachment 7

11) Committee and Trustees' Reports

- a) President's Report / Executive Committee President Kelli Smith Attachment 8
- b) Trustee Nominating Committee Chair Paul Ryan
- c) Sno-Isle Libraries Foundation Liaison Report Trustee Susan Kostick

Board of Trustees

Kelli Smith, *President* • Rose Olson, *Vice President* • Paul Ryan, Secretary • Michael Adams • Jennifer DePrey • Susan Kostick • Martin Munguia **Executive Director** Lois Langer Thompson

12) *Adjournment

*Denotes Board of Trustees action item.

To request accommodation for an event, email accessibility@sno-isle.org or visit sno-isle.org.

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June 26, 2023 Meeting Minutes

Sno-Isle Libraries Service Center

Call to Order

President Smith called the meeting to order at 5:30 p.m., followed by a land acknowledgment.

Attendees

Members present: Kelli Smith, Susan Kostick, and Martin Munguia.

Members present via video conference: Jennifer DePrey, Rose Olson, and Paul Ryan.

President Smith confirmed quorum.

Staff present: Barb Adams, R.D. Burley, David Durante, Meredith Kraft, Hannah Krumheuer, Chy Ross, Lois Langer Thompson, Anne Verba, Nicole Wehl, and Shanda Zimmerman.

Approval of Agenda

Trustee Munguia moved the Sno-Isle Libraries Board of Trustees approve the agenda as presented. The motion passed.

Consent Agenda

- a) Approval of the May 30, 2023 regular meeting minutes
- b) Approval of May 30, 2023 special meeting minutes
- c) Approval of the June 5, 2023 special meeting minutes
- d) Approval of the May 2023 Sno-Isle Libraries payroll, benefits, and vouchers

Trustee Ryan moved that the Sno-Isle Libraries Board of Trustees approve the Consent Agenda as presented. The motion passed.

Public Comment

There were no public comments to the Board.

New Business

Debt Management Policy

Trustee DePrey introduced the revised Debt Management Policy draft and invited Executive Director Thompson to discuss the revisions made since the initial review at the June 30 work session. The Board expressed appreciation for the updates. The updated policy will be included on the July 24 regular meeting agenda for adoption.

Board of Trustees

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Meeting Room Use Policy

Trustee DePrey moved that the Sno-Isle Libraries Board of Trustees approve the Meeting Room Use Policy as presented. Trustee DePrey provided a review of the policy discussion at the June 30 work session. The motion passed.

Staff Reports

Capital Projects and Funding Strategy Update

Deputy Director David Durante provided information to the Board about various funding options for capital projects and how they may be used in various combinations to support the needs for each location. Assistant Director of Capital Strategy and Planning Chy Ross discussed the Capital Framework and Capital Project Sequencing. Assistant Director Ross also shared renderings for the Arlington, Darrington, Edmonds, and Langley library capital projects.

Financial Update

Finance Manager Nicole Wehl provided the June 2023 financial report.

Executive Director's Report

Executive Director Thompson highlighted information from the Executive Director's report, including:

- A partnership with United Way of Snohomish County as they launch the Dolly Parton Imagination Library program to residents of Snohomish County.
- Enhancements to library services, including the exploration of expanded access at the Camano Island Library and Library District participation in community Pride and Juneteenth celebrations.
- Funding updates regarding a potential HVAC upgrade at the Mountlake Terrace Library by the City using ARPA funds.
- Jane Crawford, Mukilteo Library Manager, has accepted a temporary assignment as Sustainability and Community Resilience Temporary Researcher.

Committee and Trustees' Reports

President's Report

President Smith highlighted upcoming meeting agenda topic changes on the Trustee calendar. President Smith also announced that the Board and Friends Forum will be held on October 15.

Board of Trustees

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Trustee Nominating Committee

Chair Ryan shared that the call to fill the Trustee vacancy received over 90 eligible applications. Applications will be evaluated for alignment with Trustee priorities listed in the position description as well as skills, experience, and other background that may be beneficial to the Board and Library District.

Sno-Isle Libraries Foundation Liaison Report

Trustee Kostick reported on the following information provided by Foundation Executive Director Christina Kourteva:

- Foundation Executive Director Kourteva attended the International Public Library Fundraising Conference in Austin, TX.
- Following the discussions at the Board-to-Board event in early June, the Foundation Board of Directors continued to discuss the capital campaign feasibility.
- The Foundation continues to provide financial support for the Summer Reading and Third Graders Read Together programs, andfor the first ever Pride Book & Resource Fair at the South Whidbey Community Center.

Executive Session

President Smith announced at 6:33 p.m. that the Board would meet in Executive Session until 7:15 p.m. as authorized under RCW 42.30.110(1)(i) to discuss litigation strategy and labor advice and strategy.

At 7:15 p.m., President Smith announced that the executive session would be extended for 10 minutes to reconvene at 7:25 p.m.

At 7:25 p.m., the President Smith reconvened the regular meeting.

Adjournment

Trustee Kostick moved to adjourn the June 26, 2023 meeting of the Sno-Isle Libraries Board of Trustees. The motion passed. President Smith adjourned the meeting at 7:25 p.m.

President

Secretary

Sno-Isle Libraries June 2023 Payroll and June 2023 Vouchers

| Direct Deposits, Employee Deductions Vendor Checks 79543, 79625, 79650, 79711, 79723, 79774 and | \$ 2,490,610.26 | |
|--|--------------------|---|
| 79872 through 79883, plus Electronic Transfers | \$ 938,518.70 | |
| Total Payroll and Benefits | \$ 3,429,128.96 | |
| Accounts Payable Checks 79540 through 79883 less checks | \$ 1,959,943.77 | |
| Total Payroll, Benefits and Accounts Payable | \$ 5,389,072.73 | * |

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 Trustees July 24, 2023.

Mart Well

Finance Manager

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

Sno-Isle Libraries June 2023 Payroll and June 2023 Vouchers Reconciliation of Actual Expenditures to Expenditure Summary

June 2023 Payroll

| Employee Pay - Direct Deposit | \$ 1,800,598.33 | | |
|--|-----------------------|------------------------------------|-----|
| Plus: Employee Deductions | \$ 690,011.93 | | |
| Sub-Total Gross Payroll | | \$ 2,490,610.26 | |
| Vendor Checks 79543, 79625, 79650, 79711, 79723, 79774 and 79872 through 79883 | \$ 225,026.82 * | | |
| Electronic Funds Transfer- Employer Federal Taxes | \$ 228,493.99 | | |
| Electronic Funds Transfer - Empower - 457 Plan | \$ 7,738.38 | | |
| Electronic Funds Transfer - Mission Square - 457 Plan | \$ 53,350.29 | | |
| Electronic Funds Transfer - PERS - Retirement Plan | \$ 381,707.47 | | |
| Electronic Funds Transfer - Navia - FSA | \$ 14,687.99 | | |
| Electronic Funds Transfer - Navia - HRA/MRA | \$ 3,350.21 | | |
| Electronic Funds Transfer - Premera - Medical | \$ 284,185.90 | | |
| Electronic Funds Transfer - Washington State Support Registry | \$ 736.84 | | |
| Less: Employee Benefit Deductions | \$ (260,759.19) | | |
| Sub-Total Benefits - Employer Expense | | \$ 938,518.70 3,429,128.96 | _ |
| Total Payroll and Benefits | | \$ 3,429,128.96 | |
| June 2023 Accounts Payable | | | |
| Checks 79540 through 79883 less checks listed above | \$ 1,954,277.65 ** | | |
| Electronic Funds Transfer - WA State Department of Revenue - Comp Tax | \$ 5,666.12 | | |
| Sub-Total Accounts Payable | | \$ 1,959,943.77 5,389,072.73 | _ |
| Total Payroll, Benefits and Accounts Payable | | \$ 5,389,072.73 | - |
| Adjustments | | | |
| Paycom Direct Service Fee | \$ 18,630.56 | | |
| Refunds and Credits | \$ 2,823.32 | | |
| Petty Cash Expense | \$ 209.00 | | |
| Bank Service Charge | \$ 202.61 | | |
| Bank Recoverable Expense | \$ 7,789.77 | | |
| Travel & Business Expense Reimbursement paid in Payroll | \$ 7,021.40 | | |
| Total Adjustments | | \$ 36,676.66 | _ |
| June 2023 Total Expenditures | | \$ 5,425,749.39 | *** |
| Benefit invoices paid through Accounts Payable Checks | \$ 225,026.82 | | |
| Regular invoices paid through Accounts Payable Checks | \$ 1,954,277.65 | | |
| Total Accounts Payable Check Payments | 2,179,304.47 | | |

* Equals Expenditure Summary Total

| Date | Check | Payee | Check Amount |
|-----------|----------------|--|--------------|
| 6/14/2023 | 75912 | Silver Kite Community Arts - VOID Reissue on 79712 | -\$320.00 |
| 6/14/2023 | 78401 | Silver Kite Community Arts - VOID Reissue on 79712 | -350.00 |
| 6/14/2023 | 79101 | Edwards Forkner, Lorene - VOID | -450.00 |
| 6/20/2023 | 79168 | Lifewise Assurance Company - VOID Reissue on 79723 | -36,055.02 |
| 6/22/2023 | 78332 | ChildStrive - VOID Reissue on 79790 | -550.00 |
| 6/6/2023 | 79540 | VOID | 0.00 |
| 6/6/2023 | 79541 | Alisha Hendren | 1,056.75 |
| 6/6/2023 | 79542 | Nicole Wehl | 1,458.99 |
| 6/6/2023 | 79543 | 4imprint Inc | 842.62 |
| 6/6/2023 | 79544 | A-1 Mobile Lock & Key | 408.83 |
| 6/6/2023 | 79545 | Allied Universal | 17,197.20 |
| 6/6/2023 | 79546 | Remit Overrun | 0.00 |
| 6/6/2023 | 79547 | Amazon Capital Services, Inc | 3,033.24 |
| 6/6/2023 | 79548 | AT&T (105068) | 43.23 |
| 6/6/2023 | 79549 | Baker & Taylor Books (277930) | 3,881.69 |
| 6/6/2023 | 79550 | Bayview Hall | 175.00 |
| 6/6/2023 | 79551 | Blackstone Publishing | 452.56 |
| 6/6/2023 | 79552 | Brodart (Supplies) | 1,298.01 |
| 6/6/2023 | 79553 | Brodart Company | 579.10 |
| 6/6/2023 | 79554 | BuildingWork, LLC | 88,343.20 |
| 6/6/2023 | 79555 | Burke Museum | 865.44 |
| 6/6/2023 | 79556 | Camano Commons | 1,100.00 |
| 6/6/2023 | 79557 | Casey, Maria | 750.00 |
| 6/6/2023 | 79558 | CDW Government Inc | 2,136.80 |
| 6/6/2023 | 79559 | City of Granite Falls | 127.10 |
| 6/6/2023 | 79560 | City of Snohomish | 3,091.46 |
| 6/6/2023 | 79561 | Cort Party Rental | 3,743.88 |
| 6/6/2023 | 79562 | Crystal Springs | 47.92 |
| 6/6/2023 | 79563 | Dae Won LLC | 7,892.49 |
| 6/6/2023 | 79564 | Deepti Designs, Inc. | 153.38 |
| 6/6/2023 | 79565 | Del Sol Inc | 62,346.20 |
| 6/6/2023 | 79566 | E - Rate Expertise Inc | 262.50 |
| 6/6/2023 | 79567 | EBSCO | 17,674.00 |
| 6/6/2023 | 79568 | Everything Branded USA Inc | 1,513.00 |
| 6/6/2023 | 79569 | Fastsigns | 1,472.85 |
| 6/6/2023 | 79570 | FATBEAM, LLC | 4,979.00 |
| 6/6/2023 | 79571 | Gale/Cengage Learning | 4,064.57 |
| 6/6/2023 | 79572 | Guardian Security | 3,755.79 |
| 6/6/2023 | 79572 | Hilltop Children's Center | 400.00 |
| 6/6/2023 | 79574 | Imagine Children's Museum | 215.00 |
| 6/6/2023 | 79575 | Remit Overrun | 0.00 |
| 6/6/2023 | 79576 | Ingram Library Services | 40,836.45 |
| 6/6/2023 | 79576 79577 | Island County EDC | 40,856.45 |
| 6/6/2023 | 79578 | Jo-Ann Stores, LLC | 17,500.00 |
| 6/6/2023 | 79578 79579 | Johnston Architects, LLC | 75,561.84 |
| | | | |
| 6/6/2023 | 79580 | Капору | 8,771.00 |

| Date | Check | Payee | Check Amount |
|----------------------|-------|---------------------------------------|--------------------|
| 6/6/2023 | 79581 | Kindermusik with Miss Laura | 900.00 |
| 6/6/2023 | 79582 | Kodo Kids | 148.50 |
| 6/6/2023 | 79583 | L2 | 840.07 |
| 6/6/2023 | 79584 | LaBombard, Louis Wendell | 300.00 |
| 6/6/2023 | 79585 | Language Exchange | 1,307.41 |
| 6/6/2023 | 79586 | Library Ideas | 14,179.20 |
| 6/6/2023 | 79587 | Lorito Books Inc | 4,761.87 |
| 6/6/2023 | 79588 | Mad Science of Sno-King | 589.60 |
| 6/6/2023 | 79589 | Manary Entertainment LLC | 599.00 |
| 6/6/2023 | 79590 | Midwest Library Service | 448.85 |
| 6/6/2023 | 79591 | Midwest Tape | 16,229.36 |
| 6/6/2023 | 79592 | Miller, Tracy L | 75.00 |
| 6/6/2023 | 79593 | Milne Electric Inc | 5,597.81 |
| 6/6/2023 | 79594 | Morningstar | 10,608.00 |
| 6/6/2023 | 79595 | Mukilteo Water & Waste District | 2,865.13 |
| 6/6/2023 | 79596 | Museum of Flight | 269.50 |
| 6/6/2023 | 79597 | Museum of Flight | 269.50 |
| 6/6/2023 | 79598 | Office Depot, INC | 2,080.03 |
| 6/6/2023 | | Remit Overrun | 0.00 |
| 6/6/2023 | 79613 | Overdrive Inc | 145,610.95 |
| 6/6/2023 | 79614 | Pacific Publishing Co Inc | 416.75 |
| 6/6/2023 | 79615 | Paper Roll Products | 299.54 |
| 6/6/2023 | 79616 | Pitney Bowes Bank Inc Reserve Account | 20,000.00 |
| 6/6/2023 | 79617 | Polyline Corporation | 2,636.75 |
| 6/6/2023 | 79618 | Positive Promotions, Inc. | 3,327.68 |
| 6/6/2023 | 79619 | PUD No 1 of Snohomish County | 5,200.58 |
| 6/6/2023 | 79620 | Puget Sound Energy | 1,845.92 |
| 6/6/2023 | 79621 | Puget Sound Mobile Detail | 822.95 |
| 6/6/2023 | 79622 | Rev.com, Inc | 127.50 |
| 6/6/2023 | 79623 | Ricoh USA Inc - 31001 | 51.78 |
| 6/6/2023 | 79624 | Ricoh USA Inc - 650073 | 154.71 |
| 6/6/2023 | 79625 | Robert Half | 6,504.27 |
| 6/6/2023 | 79626 | S-R Broadcasting Co Inc | 840.00 |
| 6/6/2023 | 79627 | Safe Citizens Project LLC | 1,600.00 |
| 6/6/2023 | 79628 | Salish Networks | 1,214.20 |
| 6/6/2023 | 79629 | Seattle Times | 6,750.00 |
| 6/6/2023 | 79630 | Sharps Compliance Inc | 483.95 |
| 6/6/2023 | 79631 | Shred-it | 104.93 |
| 6/6/2023 | 79632 | Skagit Publishing | 649.22 |
| 6/6/2023 | 79633 | SkillSurvey, Inc. | 4,109.00 |
| 6/6/2023 | 79634 | Smokey Point Place IV, LLC | 10,510.98 |
| 6/6/2023 | 79635 | Sound Publishing | |
| 6/6/2023 | 79635 | Sprague Pest Solutions | 4,550.50 617.93 |
| | 79636 | SSI Construction | |
| 6/6/2023 | 79637 | | 2,762.50 400.00 |
| 6/6/2023 6/6/2023 | | Stewart, Nancy | 400.00 |
| 6/6/2023 | 79639 | Summit Law Group, PLLC | 401.50 |

| Date | Check | Payee | Check Amount |
|-----------|-------------|----------------------------------|--------------|
| 6/6/2023 | 79640 | Sunnyside Nursery, Inc. | 743.92 |
| 6/6/2023 | 79641 | Talewise LLC | 375.00 |
| 6/6/2023 | 79642 | Timeless Design | 18,647.62 |
| 6/6/2023 | 79643 | Town of Coupeville | 331.21 |
| 6/6/2023 | 79644 | Tsai Fong Books Inc | 1,375.14 |
| 6/6/2023 | 79645 | Uline | 918.75 |
| 6/6/2023 | 79646 | Verizon Communications Inc | 330.79 |
| 6/6/2023 | 79647 | Walter E Nelson Co of Western WA | 2,688.37 |
| 6/6/2023 | 79648 | Waste Management | 4,242.63 |
| 6/6/2023 | 79649 | WCP Solutions | 346.94 |
| 6/6/2023 | 79650 | Wellable LLC | 225.00 |
| 6/6/2023 | 79651 | Whidbey Camano Land Trust | 100.00 |
| 6/6/2023 | 79652 | Wolf Haven International | 50.00 |
| 6/6/2023 | 79653 | Ziply Fiber | 4,853.41 |
| 6/6/2023 | 79654 | Lois Langer Thompson | 1,515.62 |
| 6/15/2023 | 79655 | Amazon Capital Services, Inc | 834.41 |
| 6/15/2023 | 79656 | Asavie Technologies Inc | 1,820.81 |
| 6/15/2023 | 79657 | The Athena Group, LLC | 20,183.60 |
| 6/15/2023 | 79658 | Baker & Taylor Books (277930) | 1,402.43 |
| 6/15/2023 | 79659 | BERK Consulting, Inc. | 192.50 |
| 6/15/2023 | 79660 | Bibliotheca LLC | 1,697.36 |
| 6/15/2023 | 79661 | Blackstone Publishing | 59.88 |
| 6/15/2023 | 79662 | Bluespace Interiors | 64,729.45 |
| 6/15/2023 | 79663 | Brodart Company | 250.84 |
| 6/15/2023 | 79664 | Center Point Large Print | 810.81 |
| 6/15/2023 | 79665 | City of Arlington | 158.83 |
| 6/15/2023 | 79666 | City of Brier | 158.34 |
| 6/15/2023 | 79667 | City of Monroe | 890.65 |
| 6/15/2023 | 79668 | City of Sultan | 185.98 |
| 6/15/2023 | 79669 | The Hanover Insurance Group | 1,270.00 |
| 6/15/2023 | 79670 | Hillis Clark Martin & Peterson | 1,694.00 |
| 6/15/2023 | 79671 | Ingram Library Services | 25,557.56 |
| 6/15/2023 | 79672 | Insight Direct USA, Inc | 7,585.25 |
| 6/15/2023 | 79673 | Island Disposal Inc | 221.54 |
| 6/15/2023 | 79674 | Jackson, April C. | 593.70 |
| 6/15/2023 | 79675 | Lake Stevens Chamber of Commerce | 195.00 |
| 6/15/2023 | 79676 | Library Works Inc | 49.00 |
| 6/15/2023 | 79677 | Lorito Books Inc | 811.16 |
| 6/15/2023 | 79678 | Midwest Library Service | 776.25 |
| 6/15/2023 | 79679 | Midwest Tape | 12,070.84 |
| 6/15/2023 | 79680 | MSR Design | 39,599.44 |
| 6/15/2023 | 79681 | Multi-Cultural Books & Videos | 9,416.00 |
| 6/15/2023 | 79682 | OCLC Inc (34299) | 213.00 |
| 6/15/2023 | 79683 | Office Depot, INC | 1,276.43 |
| 6/15/2023 | 79684-79698 | Remit Overrun | 0.00 |
| 6/15/2023 | 79699 | Overdrive Inc | 72,451.23 |

| Date | Check | Payee | Check Amount |
|-----------|---|---|--------------|
| 6/15/2023 | 79700 | Paper Roll Products | 614.14 |
| 6/15/2023 | 79701 | ParentMap | 1,005.00 |
| 6/15/2023 | 79702 | PBC Guru LLC | 8,500.00 |
| 6/15/2023 | 79703 | PetroCard Systems Inc | 2,417.11 |
| 6/15/2023 | 79704 | Postmaster - Langley | 332.00 |
| 6/15/2023 | 79705 | Puget Sound Energy | 117.95 |
| 6/15/2023 | 79706 | PUD No 1 of Snohomish County | 180.25 |
| 6/15/2023 | 79707 | Rentacrate Enterprises LLC | 813.34 |
| 6/15/2023 | 79708 | Republic Services 197 | 856.75 |
| 6/15/2023 | 79709 | Ricoh USA Inc - 31001 | 3,377.60 |
| 6/15/2023 | 79710 | Ricoh USA Inc - 650073 | 24,683.50 |
| 6/15/2023 | 79711 | Robert Half | 14,710.94 |
| 6/15/2023 | 79712 | Silver Kite Community Arts | 670.00 |
| 6/15/2023 | 79713 | Silver Lake Water & Sewer | 194.50 |
| 6/15/2023 | 79714 | Sprague Pest Solutions | 53.04 |
| 6/15/2023 | 79715 | Stanwood Camano Arts Advocacy Comission | 100.00 |
| 6/15/2023 | 79716 | Teresa Wippel Communications LLC | 425.00 |
| 6/15/2023 | 79717 | Uline | 757.75 |
| 6/15/2023 | 79718 | Verizon Wireless (660108) | 17,063.12 |
| 6/15/2023 | 79719 | Visionary Office Furniture | 1,977.95 |
| 6/15/2023 | 79720 | Walter E Nelson Co of Western WA | 5,178.34 |
| 6/15/2023 | 79721 | Washington State Ferries | 1,019.70 |
| 6/20/2023 | 79722 | Imagine Children's Museum | 245.08 |
| 6/20/2023 | 79723 | Lifewise Assurance Company | 36,055.02 |
| 6/22/2023 | 79724 | 4imprint Inc | 749.56 |
| 6/22/2023 | 79725 | 8X8 Inc | 8,441.66 |
| 6/22/2023 | 79726 | Allied Universal | 15,177.60 |
| 6/22/2023 | 79727 | Amazon Capital Services, Inc | 1,181.95 |
| 6/22/2023 | 79728 | Baker & Taylor Books (277930) | 612.66 |
| 6/22/2023 | 79729 | Bickford | 1,442.42 |
| 6/22/2023 | 79730 | Bank of America (0958) | 816.27 |
| 6/22/2023 | 79731 | Bank of America (1458) | 93.75 |
| 6/22/2023 | 79732 | Bank of America (2175) | 5,313.66 |
| 6/22/2023 | 79733 | Bank of America (2945) | 4,678.01 |
| 6/22/2023 | 79734 | Bank of America (3736) | 1,084.11 |
| 6/22/2023 | 79735 | Bank of America (4867) | 98.89 |
| 6/22/2023 | 79736 | Bank of America (5953) | 513.02 |
| 6/22/2023 | 79737 | Bank of America (7423) | 2,986.60 |
| 6/22/2023 | 79738 | Bank of America (8208) | 3,193.77 |
| 6/22/2023 | 79739 | Bank of America (8948) | 1,715.73 |
| 6/22/2023 | 79740 | Brodart Company | 86.69 |
| 6/22/2023 | 79741 | CDW Government Inc | 555.17 |
| 6/22/2023 | 79742 | Cedar Grove Organics Recycling LLC | 565.10 |
| 6/22/2023 | 79743 | City of Marysville | 1,870.69 |
| 6/22/2023 | 79744 | Comcast | 3,746.89 |
| 6/22/2023 | 79745 | Del Sol Inc | 12,585.00 |
| 0,22,2023 | , | | 12,505.00 |

| Date | Check | Payee | Check Amount |
|-----------|-------|---|--------------|
| 6/22/2023 | 79746 | Demco Inc (8048) | 91.82 |
| 5/22/2023 | 79747 | Drayton Archaeology | 2,164.49 |
| 5/22/2023 | 79748 | EBSCO | 2,238.35 |
| 5/22/2023 | 79749 | Gale/Cengage Learning | 1,063.44 |
| 5/22/2023 | 79750 | Holaday-Parks, Inc | 5,549.41 |
| 5/22/2023 | 79751 | Imagine Children's Museum | 245.08 |
| 6/22/2023 | 79752 | Imagine Children's Museum | 262.96 |
| 6/22/2023 | 79753 | Imagine Children's Museum | 244.36 |
| 6/22/2023 | 79754 | Index Wall | 18.00 |
| 6/22/2023 | 79755 | Ingram Library Services | 18,435.95 |
| 6/22/2023 | 79756 | Johnston Architects, LLC | 28,094.50 |
| 6/22/2023 | 79757 | KSER Foundation | 2,000.00 |
| 6/22/2023 | 79758 | Language Testing International | 196.00 |
| 6/22/2023 | 79759 | Remit Overrun | 0.00 |
| 6/22/2023 | 79760 | Office Depot, INC | 2,324.30 |
| 6/22/2023 | | Remit Overrun | 0.00 |
| | | | |
| 6/22/2023 | 79763 | Overdrive Inc | 13,070.69 |
| 6/22/2023 | 79764 | Penworthy | 173.93 |
| 6/22/2023 | 79765 | Petty Cash | 572.25 |
| 6/22/2023 | 79766 | Pitney Bowes | 967.45 |
| 6/22/2023 | 79767 | Platt Electric Supply | 218.27 |
| 6/22/2023 | 79768 | Prime Self Storage | 814.00 |
| 5/22/2023 | 79769 | Providence Institute for a Healthier Community (PIHC) | 1,500.00 |
| 5/22/2023 | 79770 | Puget Sound Energy | 887.14 |
| 5/22/2023 | 79771 | PUD No 1 of Snohomish County | 8,105.24 |
| 5/22/2023 | 79772 | Ricoh USA Inc - 31001 | 8,243.59 |
| 5/22/2023 | 79773 | Ricoh USA Inc - 650073 | 1,129.14 |
| 6/22/2023 | 79774 | Robert Half | 6,835.25 |
| 6/22/2023 | 79775 | Sentrum Marketing, LLC | 147.50 |
| 6/22/2023 | 79776 | SHI International | 1,399.68 |
| 6/22/2023 | 79777 | Shred-it | 520.30 |
| 6/22/2023 | 79778 | Snohomish Co Finance | 50.00 |
| 6/22/2023 | 79779 | Sno-Isle Refund Account | 144.91 |
| 6/22/2023 | 79780 | Sprague Pest Solutions | 548.77 |
| 6/22/2023 | 79781 | Thryv, Inc | 112.43 |
| 6/22/2023 | 79782 | Tiger Construction, Ltd. | 182,176.60 |
| 6/22/2023 | 79783 | Timeless Design | 9,511.80 |
| 6/22/2023 | 79784 | U S Bank Equipment Finance | 27.50 |
| 6/22/2023 | 79785 | WA Finance Officers Assoc | 495.00 |
| 6/22/2023 | 79786 | Walter E Nelson Co of Western WA | 2,914.71 |
| 6/22/2023 | 79787 | Wave Business | 10,346.45 |
| 6/22/2023 | 79788 | Whidbey Telecom | 750.08 |
| 6/22/2023 | 79789 | WP Company LLC | 14,513.00 |
| 6/22/2023 | 79790 | ChildStrive | 550.00 |
| 6/27/2023 | 79791 | ITC Systems | 4,296.95 |
| | | | |
| 6/27/2023 | 79792 | PUD No 1 of Snohomish County | 2,000.00 |
| | | | |

| Date | Check | Payee | Check Amount |
|-------------|---|--|--------------|
| 6/29/2023 | 79793 | Advance Testing & Service Inc | 1,213.06 |
| 6/29/2023 | 79794 | Allied Universal | 13,678.20 |
| 6/29/2023 | 79795 | Amazon Capital Services, Inc | 1,484.73 |
| 6/29/2023 | 79796 | Arts for Hearts, Inc. | 400.00 |
| 6/29/2023 | 79797 | Baker & Taylor Books (277930) | 4,594.24 |
| 6/29/2023 | 79798 | Bank of America (2945) | 9,863.08 |
| 6/29/2023 | 79799 | Beuthien, Gaylynn | 300.00 |
| 6/29/2023 | 79800 | Bibliocommons Inc. | 269,807.46 |
| 6/29/2023 | 79801 | Brodart Company | 77.24 |
| 6/29/2023 | 79802 | Camano Commons | 1,250.00 |
| 6/29/2023 | 79803 | Candid | 2,995.00 |
| 6/29/2023 | 79804 | Cascade Natural Gas | 26.78 |
| 6/29/2023 | 79805 | Casey, Maria | 375.00 |
| 6/29/2023 | 79806 | Casey, Maria | 410.37 |
| 6/29/2023 | 79807 | Casey, Maria | 450.00 |
| 6/29/2023 | 79808 | City of Edmonds | 80.00 |
| 6/29/2023 | 79809 | Crystal Springs | 71.91 |
| 6/29/2023 | 79810 | FATBEAM, LLC | 4,979.00 |
| 6/29/2023 | 79811 | Gale/Cengage Learning | 2,228.34 |
| 6/29/2023 | 79812 | Harmsen, LLC | 750.00 |
| 6/29/2023 | 79813 | Hennig, Jeanine Tullos | 125.00 |
| 6/29/2023 | 79814 | Herencias Mexicanas | 500.00 |
| 6/29/2023 | 79815 | Remit Overrun | 0.00 |
| 6/29/2023 | 79816 | Ingram Library Services | 35,373.63 |
| 6/29/2023 | 79817 | Iron Mountain Incorporated | 706.42 |
| 6/29/2023 | 79818 | Island County EDC | 315.00 |
| 6/29/2023 | 79819 | Kathy Lynott | 485.68 |
| 6/29/2023 | 79820 | Kendall of Marysville | 836.17 |
| 6/29/2023 | 79821 | Lamar Transit, LLC | 300.00 |
| 6/29/2023 | 79822 | LeMay Mobile Shredding | 46.18 |
| 6/29/2023 | 79823 | Lois Ann Landgrebe | 500.00 |
| 6/29/2023 | 79824 | Lytho, Inc | 40,192.45 |
| 6/29/2023 | 79825 | Manary Entertainment LLC | 499.00 |
| 6/29/2023 | 79826 | Midwest Library Service | 1,010.72 |
| 6/29/2023 | 79827 | Midwest Tape | 11,734.31 |
| 6/29/2023 | 79828 | Multi-Cultural Books & Videos | 2,310.00 |
| 6/29/2023 | 79829 | Ng, Sammy | 200.00 |
| 6/29/2023 | 79830 | Northwest Skyline Counseling & Biofeedback | 300.00 |
| 6/29/2023 | 79831 | O'Donnell, Kristi | 200.00 |
| 6/29/2023 | 79832 | Office Depot, INC | 1,019.75 |
| 6/29/2023 | 79833 | Online Labels, LLC | 300.19 |
| 6/29/2023 | | Remit Overrun | 0.00 |
| 6/29/2023 | 79840 | Overdrive Inc | 44,258.14 |
| 6/29/2023 | 79841 | Paper Roll Products | 600.53 |
| 6/29/2023 | 79842 | Paulson, Rhonda S. | 100.00 |
| 6/29/2023 | 79843 | PawsWithCause | 220.00 |
| 0, 20, 2020 | , | | 220.00 |

| Date | Check | Payee | Check Amount |
|-----------|-------|---------------------------------------|-----------------|
| 6/29/2023 | 79844 | PawsWithCause | 165.00 |
| 6/29/2023 | 79845 | PetroCard Systems Inc | 2,411.48 |
| 6/29/2023 | 79846 | Primal Tree Service | 6,286.75 |
| 6/29/2023 | 79847 | Proquest LLC (6216) | 8,974.27 |
| 6/29/2023 | 79848 | PUD No 1 of Snohomish County | 5,023.88 |
| 6/29/2023 | 79849 | Puget Sound Energy | 404.47 |
| 6/29/2023 | 79850 | Rife, Jordan Mevay | 90.00 |
| 6/29/2023 | 79851 | Rubatano | 500.00 |
| 6/29/2023 | 79852 | Salish Networks | 1,214.21 |
| 6/29/2023 | 79853 | SCCFOA | 30.00 |
| 6/29/2023 | 79854 | Seattle Kids Yoga, LLC | 350.00 |
| 6/29/2023 | 79855 | Sentrum Marketing, LLC | 3,673.20 |
| 6/29/2023 | 79856 | Seven Star Women's Kung Fu, Inc | 300.00 |
| 6/29/2023 | 79857 | Shred-it | 105.09 |
| 6/29/2023 | 79858 | Silver Kite Community Arts | 350.00 |
| 6/29/2023 | 79859 | Smokey Point Place IV, LLC | 1,294.50 |
| 6/29/2023 | 79860 | Sprague Pest Solutions | 419.75 |
| 6/29/2023 | 79861 | Summit Law Group, PLLC | 1,153.00 |
| 6/29/2023 | 79862 | Timeless Design | 8,952.62 |
| 6/29/2023 | 79863 | Tripscholars LLC | 100.00 |
| 6/29/2023 | 79864 | Walter E Nelson Co of Western WA | 4,492.02 |
| 6/29/2023 | 79865 | Whidbey Camano Land Trust | 100.00 |
| 6/29/2023 | 79866 | Wilson, Cynthia | 300.00 |
| 6/29/2023 | 79867 | Wolf Haven International | 242.00 |
| 6/29/2023 | 79868 | Ziply Fiber | 11,879.96 |
| 6/29/2023 | 79869 | Jennifer Sullivan | 160.23 |
| 6/29/2023 | 79870 | David Adkins-Brown | 641.80 |
| 6/30/2023 | 79871 | Photojj LLC | 13,495.67 |
| 6/30/2023 | 79872 | Canopy Wellbeing | 1,401.00 |
| 6/30/2023 | 79873 | Central Puget Sound Regional Transit | 4,461.48 |
| 6/30/2023 | 79874 | Delta Dental of Washington | 34,165.78 |
| 6/30/2023 | 79875 | Dept of Labor & Industries | 80.63 |
| 6/30/2023 | 79876 | Kaiser Permanente | 96,607.40 |
| 6/30/2023 | 79877 | Lifewise Assurance Company | 36,220.41 |
| 6/30/2023 | 79878 | Lincoln National Life Ins Company | 9,602.01 |
| 6/30/2023 | 79879 | Navia Benefit Solutions Client Pay | 1,969.00 |
| 6/30/2023 | 79880 | Premera Blue Cross | 9,688.56 |
| 6/30/2023 | 79881 | Snohomish County Superior Court Clerk | 250.00 |
| 6/30/2023 | 79882 | Sno-Isle Library Foundation | 567.00 |
| 6/30/2023 | 79883 | United States Treasury | 895.47 |
| | | | \$ 2,179,304.47 |

Revised Draft

Debt Management Policy

Sno-Isle Libraries Board Policy

Purpose

To establish guidelines for financing capital expenditures through the incurrence of debt in accordance with Washington State law.

Scope

The Sno-Isle Libraries (Library District) Board of Trustees (Board) recognizes that the use of debt financing may be an effective tool for the acquisition, construction, improvement, or enlargement of library facilities.

As described in Washington State RCW 27.12.222, the Library District is permitted to incur indebtedness as follows:

- The issuance of nonvoter approved limited tax general obligation bonds (LTGO Bonds) for any purpose. The aggregate principal amount of the LTGO Bonds, together with the principal amount of all other outstanding nonvoter approved indebtedness, will not exceed 0.1% of the total assessed value of the taxable property within the Library District.
- The issuance of voter approved unlimited tax general obligation bonds (UTGO Bonds), for capital purposes only. The aggregate principal amount, together with the principal amount of all other outstanding voter approved and nonvoter approved indebtedness, will not exceed 0.5% of the total assessed value of the taxable property within the Library District.
- The execution of nonvoter approved executory conditional sales contracts for the purchase of real or personal property (e.g., land and buildings, or furniture, fixtures, and equipment). The entire amount of the purchase price specified in such contract will not result in a total indebtedness in excess of 0.75% of the total assessed value of the taxable property within the Library District.

The Library District may choose to structure any such indebtedness such that the interest paid to the entity, investor, or holder of the debt will be tax exempt or will be taxable under federal law.

Debt Management Policy

Sno-Isle Libraries Board Policy

In addition, the Library District may initiate the voter approved establishment of, and the incurrence of either tax exempt or taxable indebtedness and the issuance of UTGO Bonds by, a library capital facility area (LCFA), as an independent taxing district, separate from the Library District, to finance the capital costs of acquiring, constructing, furnishing, and equipping of a library facility to be operated by the Library District within that LCFA. The aggregate principal amount of outstanding UTGO Bonds of an LCFA may not exceed 1.25% of the total assessed value of the taxable property within the LCFA.

Implementation

The Board will consider debt financing in conjunction with the review and adoption of the Library District's annual budget. The Board will authorize the incurrence of debt only by resolution during the calendar year of the adopted annual budget. The Board resolution will also authorize the Executive Director and appropriate Board officers to approve and execute such agreements and all other related documents for the purpose of incurring such debt and issuing any bonds.

The Library District will obtain financing only when it deems necessary and will endeavor to do so at the most favorable interest rates and reasonable issuance costs.

The Finance Director shall develop and be responsible for ensuring the Library District's compliance with procedures and guidelines for the incurrence of debt and the issuance of bonds by the Library District that comply will all applicable Washington State and federal laws. In particular, but without limitation, the Finance Director shall be responsible for post-issuance compliance with applicable relevant federal tax laws regarding arbitrage, arbitrage rebate and the use of bond-financed assets, and applicable relevant securities laws regarding ongoing disclosure of material information about the Library District, including, without limitation, audited financial statements.

Associated Policies and Laws

- Washington State <u>chapter 21.20</u> RCW Securities Act of Washington
- Washington State RCW 27.12.170 Powers of board—Procedures
- Washington State RCW <u>27.12.222</u> General obligation bonds—Excess levies

Debt Management Policy

Sno-Isle Libraries Board Policy

- Washington State chapter 27.15 RCW Library Capital Facility Areas
- Washington State RCW 39.30.010 Executory conditional sales contracts for purchase of property—Limit on indebtedness—Election, when.
- Sno-Isle Libraries Board Policy. Library Facility Ownership
- Sno-Isle Libraries Board Policy. Site Selection and Acquisition
- Sno-Isle Libraries Board Policy. Purchasing and Public Works

Process

This policy is reviewed every four (4) years by the Executive Director (or designee), who makes recommendations to the appropriate Board committee. The committee reviews the recommendations, revises the policy as necessary and appropriate, endorses, and advances the policy to the full Board for approval.

Policy History

Date approved: TBD Next review date: TBD Adopted: TBD

ANNEXATION AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

1.0 <u>Parties</u>

This Annexation Agreement (hereinafter "Agreement") is entered into on the last date set forth below between Sno-Isle Intercounty Rural Library District ("District") and the City of Mill Creek, a Washington municipal corporation ("City").

2.0 <u>Recitals</u>

2.1 The City owns a library facility on land deeded to the City for such purposes under Snohomish County real property record number 8604010162. On August 31, 1998 the City entered into a Library Services Agreement ("LSA") with the District to provide library services within the City. Under Section 10 of the LSA, the LSA will terminate upon annexation of the City into the District.

2.2 On May 11, 2004 the Mill Creek City Council approved Ordinance 2004-586 declaring the City's intent to annex into the District, authorizing the submission of a proposition to that effect to be put before the voters of the City on September 14, 2004, and requesting that Snohomish County take the necessary steps to effectuate that action. The Library Board of the District and the Library Board of the City have each reviewed and concurred in that Ordinance.

2.3 If the annexation is approved by the voters, Snohomish County advises that the District would first be able to collect taxes commencing January 1, 2006. Section 10 of the LSA states that "If the City annexes into the Sno-Isle Regional Library District during the term of this Agreement, then this Agreement shall be terminated following the annexation at the beginning of the first year in which the Library District begins to receive tax revenue from the annexed areas."

2.4 In the event that the annexation is approved by the voters, the purpose of this Agreement is to define the terms, conditions and obligations of the parties commencing January 1, 2006 with respect to the provision of library services within the City.

Therefore, in consideration of the mutual benefits and promises of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

3.0 <u>City Obligations</u>

3.1 <u>Library Building</u>. The City shall continue to provide the District with the building space at no rental cost, together with current furnishings, at the City-owned facility known as the Ralph W. Hammitt and Winnifred B. Hammitt Public Library, located at 15429 Bothell-Everett Highway, Mill Creek, Washington ("Library Building").

3.2 <u>Repairs and Maintenance</u>. The City shall keep the Library Building in good order and repair, excluding reasonable wear and tear.

3.3 <u>Services</u>. The City shall provide janitorial services, utility services, and landscaping services necessary for the Library Building and its surrounding grounds.

3.4 <u>City Library Board</u>. The City may appoint and maintain a local library board in accordance the Mill Creek Municipal Code.

4.0 District Obligations

4.1 <u>Operations</u>. The District shall continue to provide library services at the Library Building, including without limitation books, staff, equipment, etc., which services shall be in accordance with RCW Chapter 27.12 ("Library Services").

4.2 <u>Furnishings</u>. The District shall provide all new or replacement furnishings, shelving, office equipment, fixtures and equipment needed to provide Library Services.

4.3 <u>Payment for Utility and Janitorial Services</u>. The District shall reimburse the City for its reasonable costs of providing janitorial and utility services to the Library Building. The City shall periodically invoice the District for such costs, providing reasonable backup documentation as needed. The District shall pay such invoices in accordance with its usual procedures, but not more than 30 days after receipt of the City's invoice.

5.0 Library Building Reserve Fund

5.1 <u>Reserve Fund</u>. The District shall establish a Mill Creek Library Building Reserve Fund ("Reserve Fund"). The District shall pay into the Reserve Fund by June 1 of the first three years of this Agreement the following amounts: \$160,000 in 2006, \$120,000 in 2007, and \$70,000 in 2008, for a total amount of \$350,000.

5.2 <u>Investment</u>. The District shall invest the Reserve Fund in the same manner as any other District reserve funds; provided that the interest earnings on the Reserve Fund shall be credited to and available for the expenditures for which the Reserve Fund was established. 5.3 <u>Use of Funds</u>. The Reserve Fund may be used with the mutual consent of the District and the City to pay for maintenance, furnishings, equipment and improvements within the Library Building, or for expansion, major renovation or replacement of the Library Building. Maintenance and improvements may include but are not limited to carpeting, paint and/or wall coverings, light fixtures, any and all other fixtures and amenities within the Library Building. The level of maintenance and/or replacement paid for from the Reserve Fund shall be at the reasonable discretion of the District.

5.4 <u>Repair and Capital Costs</u>. Except as provided for herein, the City shall be responsible for all other maintenance, repair or capital costs to the Library Building and the property on which it is located. The City shall be responsible to determine the level and timing of all maintenance, repair or capital improvement, with the level and timing being determined in the reasonable exercise of the legislative discretion of the City.

5.5 <u>Termination of Fund</u>. In the event that the Reserve Fund is exhausted, the City and the Library District shall negotiate the responsibility for maintenance, furnishings, equipment and improvements for the Library Building. In the event that this Agreement terminates before the Reserve Fund is exhausted, the District shall be free to apply any remaining balance in the Reserve Fund as it may deem appropriate in its sole discretion.

6.0 Library Building Reconstruction, Destruction, and/or Relocation

6.1 In the event that the Library Building is destroyed, or suffers catastrophic loss, or becomes obsolete, or requires substantial reconstruction or expansion in the reasonable opinion of either party, or the District wishes to move the location of the Library Building within the City, or a library capital facility area encompassing all or a portion of the City is formed pursuant to RCW Chapter 27.15 or any successor statute, the City and the District shall meet and negotiate, in good faith, concerning different terms as appropriate for this Agreement, including without limitation equity ownership in the Library Building and responsibility for building repairs and maintenance, janitorial and utility services, landscaping services, and furnishings and equipment.

7.0 <u>Responsibility</u>

7.1 The City and the District, for themselves, their officers, elected and appointed officials, employees and agents (collectively "personnel") shall each at all times be responsible for their own acts and omissions and for all acts and omissions of their own personnel, when any such acts or omissions arise from or are connected with performance of this Agreement.

8.0 Insurance

8.1 <u>Property Insurance</u>. The District and the City shall each procure, provide annual proof of, and maintain for the duration of this Agreement property insurance coverage for their respective property, except for the District-owned collection utilized in providing Library Services, on a replacement cost basis (if available at commercially reasonable rates) and otherwise on a fair market value basis.

8.2 <u>Liability Insurance</u>. The District and the City shall each procure, provide annual proof of, and maintain for the duration of this Agreement liability insurance against claims for injuries to persons or damage to property which may arise from their respective actions in connection with this Agreement. The liability insurance shall have minimum coverage limits of not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage.

8.3 <u>Public Officials Liability Insurance</u>. The District and the City shall each procure, provide annual proof of, and maintain for the duration of this Agreement public officials liability insurance with coverage limits not less than one million dollars (\$1,000,000) per occurrence.

8.4 <u>Deductible</u>. Any payment of deductible or self insured retention shall be the sole responsibility of the party procuring the insurance.

8.5 <u>Coverage</u>. Insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The insurance shall be primary insurance with respect to the other party in accordance with insurance industry conventions. Each party shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage of the other party. All the insurance required of the City under this Section 8.0 shall be considered fulfilled by the City's membership in the Washington Cities Insurance Authority, provided such membership provides required coverage for all the identified liability risks.

8.6 <u>Mutual Waiver of Claims</u>. The District and the City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to their respective property which arises out of the occurrence of any peril normally insured against in a standard all risk property insurance policy. Each party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis, in which case such blanket waiver shall be acceptable.

9.0 Effective Date, Duration and Termination

9.1 <u>Effective Date</u>. This Agreement shall become effective January 1, 2006 if and only if the proposition to annex the City into the District described in Section 2.0 above is approved by the voters of the City on or about September 14, 2004.

9.2 <u>Duration and Termination</u>. Once effective, this Agreement shall remain in effect until (a) mutual agreement of the parties, or (b) the effective date upon which the annexation of the City to the District shall be withdrawn or terminated as provided by state law, at which time this Agreement shall automatically terminate.

10.0 General Terms

10.1 <u>Severability</u>. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement and its application shall not be affected.

10.2 <u>Integration; Modification</u>. This Agreement represents the entire agreement between the parties and supersedes all other agreements whether oral or written. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by authorized representatives of the party against whom the change, termination or waiver is claimed. This Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the parties.

10.3 <u>Notices</u>. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing if mailed first class, postage prepaid and addressed to the party at its then current or at such other address as the party may designate at any time in writing.

10.4 <u>Authority</u>. By and through their signatures below, each party warrants to the other that it is fully authorized to enter into this Agreement and has performed all of the actions required for such authorization. Any defect in such performance or authorization shall not release that party from its obligations under this Agreement.

10.5 <u>No Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of the District and the City. This Agreement shall confer no benefits, direct, indirect, or implied on or to any third persons, and no third persons shall claim any such benefits.

10.6 <u>Dispute Resolution</u>. In the event of a dispute relating to the interpretation, application or performance of this Agreement, the principals of each party shall meet within twenty (20) days of written notice of the dispute to negotiate a resolution in good faith. In the event the dispute remains unresolved thirty (30) days after such meeting, the

parties may jointly seek professional mediation and/or jointly or individually apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate.

10.7 Attorneys' Fees. The prevailing party in any dispute arising under or in connection with this Agreement shall be entitled to an award of its reasonable costs and attorney fees against the non-prevailing party.

Re-Opener. Upon mutual agreement of the parties, any provision of this 10.8 Agreement may be reopened for possible modification.

WHEREFORE, the District and the City enter into this Agreement and agree to be bound by its terms and conditions and to faithfully adhere to same.

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT:

Jonalyn Woolf-Ivory, Library Director

10 DU Date

CITY OF MILL CREEK

al

Robert S. Stowe, City Manager

Date

ATTEST:

Kelly Hennessey, City Clerk

Date

APPROVED AS TO FORM: SHORT CRESSMAN & BURGESS, PLLC

miss

Scott M. Missall, City Attorney

ADDENDUM NO. 1 TO ANNEXATION AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

This Addendum No. 1 is made, as of the date below written, by and between the city of Mill Creek, a Washington municipal corporation (the "City") and Sno-Isle Intercounty Rural Library District ("Library District") as follows.

Whereas, the City and the Library District are parties to an Annexation Agreement (dated June 9, 2004) which provides for the Library District to establish and pay into a Mill Creek Library Building Reserve Fund ("Reserve Fund"); and

Whereas, Section 5.3 of said Annexation Agreement provides, in pertinent part, that:

"The Reserve Fund may be used with the mutual consent of the Library District and the City to pay for maintenance, furnishings, equipment and improvements within the Library Building"; and

Whereas, the Library District has established and paid into said Reserve Fund, which currently has a balance substantially in excess of \$15,000; and

Whereas, the parties are mutually desirous of making improvements to the parking area serving the Library Building, substantially as described in Exhibit "A" attached hereto and by this reference incorporated herein ("Improvements"); and

Whereas, the City has committed approximately \$95,000 toward the making of said improvements and has requested that the Library District use up to, but not to exceed, \$15,000 from the Reserve Fund for additional funding of said Improvements, and the Library District believes such use of funds will be mutually beneficial to the parties and of substantial benefit to Library District patrons; and

Whereas, the City and the Library District wish to amend Section 5.3 of said Annexation Agreement to provide for the use of a portion of the Reserve Fund to pay for a portion of the Improvements; and

Whereas, the governing bodies of both the City and the Library District have approved this Addendum No. 1;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and the Library District agree to amend Section 5.3 of said Annexation Agreement to specifically provide for said use of the Reserve Fund and construction of the Improvements, as follows:

1. Use of Reserve Fund. The Library District shall transfer to the City, from the Reserve Fund, within 30 days, following the completion of the said improvements, the sum of up to, but not to exceed, \$15,000 to be used by the City for payment toward the costs of the Improvements.

2. <u>Completion of Improvements</u>. The City shall undertake and diligently complete construction and installation of the Improvements, directly or through such licensed contractors as the City deems prudent.

3. Representative Authorization. Each of the representatives of the respective parties, executing this Addendum No.1 below, certify thereby that this Addendum No. 1 was approved by the governing body of the respective party and that said representatives are duly authorized to execute and deliver this Addendum No. 1 on behalf thereof.

| SNO-ISLE INTERCOUNTY RURAL | CITY OF MILL CREEK |
|----------------------------|---------------------------------|
| LIBRARY DISTRICT: | |
| 2 Way-2 | Albeen |
| Library Director | City Manager |
| Date: December 17, 2007 | Date: 2-/21/2008 |
| | ATTEST: |
| | Lecui City Clérk |
| | Date: $\partial \partial b b$ |

APPROUTED AN TO FORM:

SCOTT M. MISSAU CITY ATTORNEY

7208-769

ADDENDUM NO. 2 TO ANNEXATION AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

This Addendum No. 2 is made, as of the date below written, by and between the city of Mill Creek, a Washington municipal corporation (the "City") and Sno-Isle Intercounty Rural Library District ("Library District") as follows.

WHEREAS, the City and the Library District entered into an Annexation Agreement (hereinafter "Agreement") dated as of June 9, 2004;

WHEREAS, the City and the Library District entered into an Addendum No. 1 (hereinafter "Agreement") dated as of February 21, 2008;

WHEREAS, the Agreement set forth the obligations of the City and the obligations of the Library District with regard to the Library Building and operation of the Library;

WHEREAS, the Agreement provided that the City would provide janitorial services and that the Library District would reimburse the City for the cost of such janitorial services;

WHEREAS, the City and the Library District mutually desire to amend the Agreement to require the Library District to provide the janitorial services at its own expense;

WHEREAS, the Agreement provided that the City would first pay for and then seek reimbursement from the Library District for all utilities serving the Library Building; and

WHEREAS, to improve administrative efficiencies, the City and the Library District mutually desire to amend the Agreement to require the Library District to directly pay utility providers for all utilities serving the Library Building;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and Library District agree as follows:

- 1. <u>Amendment to Agreement.</u> The Agreement is hereby amended as follows:
 - 1.1. Section 3.3 of the Agreement shall be amended to read as follows in its entirety:

3.3 <u>Services</u>. The City shall provide landscaping services necessary for the Library Building and its surrounding grounds.

1.2 Section 4.3 of the Agreement shall be amended to read as follows in its entirety:

4.3. <u>Utility and Janitorial Services</u>. The Library District shall pay utility providers directly for all utilities serving the Library Building. The Library

District shall provide and pay for janitorial services including labor, materials, and supplies for the Library Building.

- 2. <u>Effective Date, Duration and Termination</u>. This Addendum No. 2 shall become effective on the first of the month following the date this Addendum is adopted by the City and the Library District.
- 3. <u>Other Terms and Conditions Remain Unchanged</u>. Except as amended herein, the Agreement shall remain in full force and effect as stated.

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT:

onalyn oolf-Ivory, Library District Date

CITY OF MILL CREEK:

Kenneth W. Armstrong, City Manager

120562012

Date

ATTEST:

Kelly Chelin, City Clerk

Date

APPROVED AS TO FORM:

Shane Moloney, City Attorney

Date

LETTER OF TRANSMITTAL

SNO-ISLE LIBRARIES 7312 35TH AVENUE NE MARYSVILLE, WA 98271-7417 (360) 651-7000 FAX (360) 651-7001

Date: <u>12/20/12</u>

RE: Addendum No. 2 to Annexation Agreement

TO: KELLY CHELIN CITY CLERK CITY OF MILL CREEK MILL CREEK, WA 98012

| COPIES: | DESCRIPTION: |
|--------------------|------------------------------|
| 1 Signed Originals | Addendum No. 2 to Annexation |
| | Agreement |
| | |
| | |
| | |

REMARKS:

SIGNED: Judy Carter for Jonalyn Woolf-Ivory



ADDENDUM NO. 3 TO ANNEXATION AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

This Addendum No. 3 is made as of the latest date written below, by and between the City of Mill Creek, a Washington municipal corporation (the "City"), and Sno-Isle Intercounty Rural Library District (the "District") as follows.

WHEREAS, the City and the District entered into an Annexation Agreement dated June 9, 2004, but effective as of January 1, 2006, as previously amended by that certain Addendum No. 1 to Annexation Agreement, effective as of February 21, 2008 and Addendum No. 2 to Annexation Agreement, effective as of January 1, 2013 (as amended, the "Agreement"); and

WHEREAS, the Agreement sets forth the obligations of the City and the obligations of the District with regard to the City-owned facility known as the Mill Creek Library (the "Library Building") and the District's provision of library services at the Library Building; and

WHEREAS, the District and the City have agreed to make renovations and other improvements to the Library Building to increase the accessibility and functionality of the Library Building for the community (the "Library Upgrade Project"), and the City has obtained a local community project grant from the State of Washington (the "State Community Project Grant") as a significant source of funding for the Library Upgrade Project; and

WHEREAS, the City and the District mutually desire to amend the Agreement to set forth the obligations of the City and the obligations of the District with regard to the Library Upgrade Project;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and the District agree as follows:

1. <u>Amendments to Agreement.</u> The Agreement is hereby amended as follows:

a. Section 3.1 of the Agreement shall be amended to read in its entirety as follows:

3.1 <u>Library Building.</u> The City shall provide the District with building space at no rental cost, together with current furnishings, at the City-owned facility known as the Mill Creek Library (the "Library Building"). The City finds that the renovations and improvements to the Library Building comprising the Library Upgrade Project will increase the accessibility and functionality of the Library Building, and will be in the best interests of the City. The City hereby consents to the Library Upgrade Project and agrees to apply funds received from the State Community Project Grant to the Library Upgrade Project.

b. A new Section 4.4 shall be added to the Agreement to read as follows:

4.4. <u>Library Upgrade Project</u>. The Library Upgrade Project shall consist of accessibility upgrades, including restrooms, HVAC upgrades, repair and

upgrades to the library flooring and an update of the Library Building, all undertaken to develop a more resilient, inclusive and welcoming Library Building.

The District finds that the Library Upgrade Project will improve access and functionality of the Library Building, thereby increasing its ability to meet current and emerging community needs. The Library Upgrade Project is in the best interests of the District.

The District will be the lead agency for the undertaking of the Library Upgrade Project. As such, the District will be responsible for engaging contractors, architects and consultants, and for providing project management, as needed, to accomplish the Library Upgrade Project.

Funding for the Library Upgrade Project will be derived from available funds in the Mill Creek Library Building Reserve Fund, funds received by the City from the State Community Project Grant and available District funds. To the extent of amounts available thereunder, the City agrees to timely reimburse the District from funds received from the State Community Project Grant for costs of the Library Upgrade Project paid by the District upon receipt of the District's written request therefor, accompanied by copies of the billings for such costs and evidence of their payment. The City's only financial contribution to the Library Upgrade Project shall be the funds received by the City from the State Community Project Grant;

In connection with undertaking the Library Upgrade Project, the District shall:

- Obtain the City's consent to the final design and project elements, which consent shall not be unreasonably withheld;
- Warrant that the work complies with all applicable codes, regulations, ordinances and statutes;
- Ensure that all designers, contractors, suppliers and laborers are paid;
- To the extent permitted by law, defend, indemnify and hold the City harmless from any claims arising out of the Library Upgrade Project including but not limited to claims for bodily injury, including death, and/or property damage to the City, City employees or third parties;

Upon completion, all structural elements and fixtures installed in connection with the Library Upgrade Project shall become part of the Library Building.

c. Section 5.3 of the Agreement shall be amended in its entirety to read as follows:

5.3 <u>Use of Funds</u>. The Reserve Fund shall be used, first, to pay costs of the Library Upgrade Project, and any remainder may be used, with the mutual consent of the District and the City, to pay for maintenance, furnishings, equipment and improvements to the Library Building, or for expansion, major renovation or replacement of the Library Building. Maintenance and improvements may include but are not limited to carpeting, paint and/or wall coverings, light fixtures and any and all other fixtures and amenities within

the Library Building. The level of such maintenance and/or replacement shall be at the reasonable discretion of the District.

- 2. <u>Effective Date, Duration and Termination</u>. This Addendum No. 3 shall become effective on the first of the month following the date this Addendum is adopted by the City and the District.
- 3. <u>Other Terms and Conditions Remain Unchanged</u>. Except as amended herein, the Agreement shall remain in full force and effect as stated.

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT:

CITY OF MILL CREEK:

Lois Langer Thompson, Executive Director

Martin Yamamoto, City Manager

Date

ATTEST:

Adrian Garcia, City Clerk

Date

APPROVED AS TO FORM:

Grant Degginger, City Attorney

Date

Date

Financial Update

July 2023

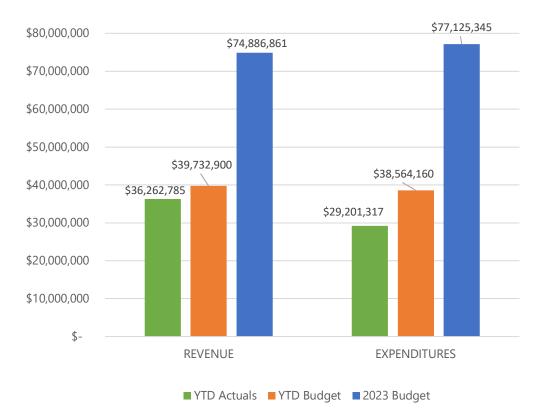
June 2023 Revenue Summary

- Total revenue received in June was \$1.4M compared to the monthly budget of \$2.2M. Year to date (YTD) total revenue was \$36.3M compared to the YTD budget of \$39.7M.
- General property tax receipts for June were \$766k compared to the monthly budget of \$1.3M.
- Timber tax and associated excise tax revenues for June were \$6k compared to the monthly budget of \$44k.
- Investment Interest for June was \$176k compared to the monthly budget of \$50k.
- Print/copy services, lost materials revenue, and donations for June were collectively \$35k compared to the monthly budget of \$79k.
- Other Revenue for June was \$387k compared to the monthly budget of \$719k.

June 2023 Expenditures Summary

- Total expenditures for June were \$5.4M compared to the monthly budget of \$6.4M. Total expenditures YTD were \$29.2M compared to the YTD budget of \$38.6M.
- Salaries & Benefits for June were \$3.4M compared to the monthly budget of \$3.6M.
- Collection materials expenditures for June were \$574k compared to the monthly budget of \$532k.
- Capital expenditures for June were \$494k compared to the monthly budget of \$1.2M.
- All other expenditures (professional & contract services, maintenance & repairs, etc.) for June were \$928k compared to the monthly budget of \$1.0M.

2023 Year-to-Date Summary



Sno-Isle Regional Library System Statement of Expenditures **Expenditures Summary**

From 6/1/2023 Through 6/30/2023

(In Whole Numbers)

| | | Period Actual | YTD Actual | YTD Budget | Annual Budget | % Annual Budget Used |
|------|------------------------------------|---------------|------------|------------|---------------|-------------------------|
| | Expenditures | | | | | |
| 10.0 | Salaries & Benefits | 3,429,129 | 20,632,669 | 21,761,280 | 43,521,848 | 47.40% |
| 20.0 | Materials | 574,247 | 2,947,910 | 3,190,680 | 6,381,400 | 46.19% |
| 26.0 | Professional & Contract Services | 226,160 | 1,250,772 | 2,026,560 | 4,052,749 | 30.86% |
| 35.0 | Equipment & Furnishings | 9,441 | 125,141 | 1,190,100 | 2,380,000 | 5.25% |
| 38.0 | Maintenance & Repair | 21,690 | 179,178 | 377,880 | 755,300 | 23.72% |
| 41.0 | Software License & Maint Fees | 335,060 | 950,182 | 751,080 | 1,502,215 | 63.25% |
| 42.0 | Communications | 61,259 | 336,345 | 338,400 | 676,500 | 49.71% |
| 43.0 | Office & Operating Supplies | 58,478 | 276,131 | 304,140 | 608,250 | 45.39% |
| 44.0 | Utilities | 37,602 | 273,280 | 247,680 | 495,100 | 55.19% |
| 45.0 | Rentals & Leases | 49,161 | 279,703 | 252,480 | 504,838 | 55.40% |
| 46.0 | Insurance | 1,270 | 32,770 | 86,040 | 172,000 | 19.05% |
| 48.0 | Employee Training / Travel | 24,084 | 79,809 | 59,940 | 120,000 | 66.50% |
| 49.0 | Miscellaneous | 84,051 | 297,276 | 290,340 | 580,145 | 51.24% |
| 50.0 | Strategic Initiatives / Innovation | 20,184 | 98,455 | 375,000 | 750,000 | 13.12% |
| 61.0 | Capital - Land | 0 | 0 | 1,500,000 | 3,000,000 | 0.00% |
| 62.0 | Capital - Bldgs & Improvements | 195,180 | 448,629 | 4,256,460 | 8,513,000 | 5.26% |
| 62.5 | Capital - A&E | 234,024 | 928,339 | 1,075,080 | 2,150,000 | 43.17% |
| 64.0 | Capital - Furnishings & Equipment | 64,729 | 64,729 | 357,540 | 715,000 | 9.05% |
| 64.4 | Capital - Vehicles | 0 | 0 | 123,480 | 247,000 | 0.00% |
| | Total Expenditures | 5,425,749 | 29,201,317 | 38,564,160 | 77,125,345 | 37.86% |

Sno-Isle Regional Library System Statement of Revenues **Revenue Summary**

From 6/1/2023 Through 6/30/2023

(In Whole Numbers)

| | | Period Actual | YTD Actual | YTD Budget | Annual Budget | % Annual Budget Recv'd |
|----------------|-----------------------------|---------------|------------|------------|---------------|---------------------------|
| F | Revenues | | | | | |
| 01.0 | Property Taxes | 765,657 | 34,409,039 | 34,328,600 | 64,157,420 | 53.63% |
| 02.0 | Timber Tax / Sales | 5,658 | 257,552 | 314,500 | 550,000 | 46.82% |
| 03.0 | Print/Copy Services | 2,580 | 12,939 | 6,000 | 12,000 | 107.82% |
| 04.0 | Services/City Contract Fees | 0 | 0 | 1,980 | 3,941 | 0.00% |
| 05.0 | Lost Materials Paid | 4,182 | 26,348 | 17,520 | 35,000 | 75.27% |
| 06.0 | Investment Interest | 176,060 | 922,756 | 300,000 | 600,000 | 153.79% |
| 07.0 | Donations Private Sources | 28,332 | 63,582 | 450,000 | 900,000 | 7.06% |
| 08.0 | Other Revenue | 386,552 | 549,910 | 4,314,300 | 8,628,500 | 6.37% |
| 09.1 | Insurance Recoveries | 0 | 20,659 | 0 | 0 | 0.00% |
| Total Revenues | | 1,369,020 | 36,262,785 | 39,732,900 | 74,886,861 | 48.42% |

Executive Director

July 2023

Lois Langer Thompson Executive Director

Meetings with Elected Officials and Stakeholders

- Coupeville Town Council meeting with Library Manager Emily Felt.
- Mukilteo City Council with Library Manager Mamie Alsdorf.
- Lynnwood Mayor Christine Frizzell, Lynnwood Public Facilities District (LPFD) Executive Director Janet Pope, LPFD Board Member Mike Miller, and Assistant Director of Capital Strategy and Planning Chy Ross.
- Housing Authority of Snohomish County (HASCO) Executive Director Duane Leonard and Everett Housing Authority Director of Development Jason Morrow.
- Mill Creek City Manager Martin Yamamoto.

Board of Trustees

- Executive Committee.
- Trustee interviews.

Library Updates

• Strategic goals.

JULY 2023

SNO-ISLE LIBRARIES BOARD OF TRUSTEES

| | COMMITTEE MEETING | OPEN MEETING | | |
|----------|--|---|--|--|
| JANUARY | Executive (January 13) | Special Meeting (January 5) | | |
| | 2023 work plan for Board and Executive Director | Joint levy certification | | |
| | 2023 conference discussion | Regular Meeting (January 23) | | |
| | Trustee vacancy process (information) | 2023 work plan | | |
| | | Board retreat overview | | |
| | | Committee appointments | | |
| | | Emerging Library Use – Diane Lai and Nick Fuchs | | |
| FEBRUARY | Strategic Planning / Finance (February 13) | Special Meeting (February 4) | | |
| | Board-to-Board event planning (with Foundation | Board retreat | | |
| | members) | Board survey | | |
| | Everytive (Echnyam, 17) | Collection Development Policy | | |
| | Executive (February 17) Trustee employee recognition award review | Internet Use Policy | | |
| | Inditee employee recognition award review | Regular Meeting (February 27) | | |
| | | Auditor's report | | |
| | | Edmonds Library Annexation Amendment | | |
| | | Internet Use Policy | | |
| | | Vision assessment – David Durante | | |
| MARCH | Strategic Planning / Finance (March 2) | Regular Meeting (March 27) | | |
| | Collection Development Policy | Collection Development Policy | | |
| | Board Development / Administration (March 14) | | | |
| | Policy Management Policy | | | |
| | Public Records Policy | | | |
| | T : | | | |

• Trustee vacancy process

JULY 2023

SNO-ISLE LIBRARIES BOARD OF TRUSTEES

| APRIL | Executive (April 14) | Regular Meeting (April 24) | | |
|-------|--|--|--|--|
| | Executive Director quarterly check-in | Trustee Nominating Committee appointments | | |
| | Board retreat follow-up | Trustee vacancy process (information) | | |
| | | Policy Management Policy | | |
| | | Public Records Policy | | |
| | | Staff development – Tricia Lee | | |
| ΜΑΥ | Strategic Planning / Finance (May 2) | Special Meeting (May 4) | | |
| | Business Expense Reimbursement PolicyUnreserved & Reserved Funds Policy | Interlocal Agreement between the City of Edmonds and Sno-Isle Intercounty Rural Library District | | |
| | Board & Friends Forum planning (tentative for | Regular Meeting (May 30) | | |
| | September) | Business Expense Reimbursement Policy | | |
| | | Unreserved & Reserved Funds Policy | | |
| | | • Communications and Marketing Strategy – Katie Leone and Susan | | |
| | | Hempstead | | |
| | | Work Session (May 30) | | |
| | | Debt Policy (new) | | |
| | | Meeting Room Policy | | |
| JUNE | Trustee Nominating (June 21) | Special Meeting (June 5) | | |
| | Candidate review | Board-to-Board event | | |
| | | Regular Meeting (June 26) | | |
| | | Debt Policy review (new) | | |
| | | Meeting Room Policy | | |
| | | Capital Framework and Capital Funding Strategy – David Durante and | | |
| | | Chy Ross | | |
| | | Executive Session | | |

JULY 2023

SNO-ISLE LIBRARIES BOARD OF TRUSTEES

| JULY | Executive (July 11) Executive Director quarterly check-in Trustee Nominating Interviews | Regular Meeting (July 24) Debt Policy final review (new) Addendum No. 3 to Library Annexation Agreement between City of Mill Creek and Sno-Isle Intercounty Rural Library District Trustee candidate recommendation EDI – David Durante and Tricia Lee | | |
|-----------|--|--|--|--|
| | | Work Session (July 24) Art Policy (new) Naming Policy (new) | | |
| SEPTEMBER | | Regular Meeting (September 18) 2024 Officer Nominating Committee appointments Art Policy (new) Naming Policy (new) Artificial Intelligence – Nick Fuchs 2024 Budget introduction and kickoff – David Durante | | |
| OCTOBER | Executive (October 10) Executive Director quarterly check-in Nominating | Work Session (October 3) 2024 budget proposal overview Special Meeting (October 15) | | |
| | • 2024 officer nomination | Board & Friends Forum Regular Meeting (October 23) 2024 meeting schedule (first review) 2024 budget proposal overview Officer slate announced Public hearing on levy Approval of 2024 levy | | |

JULY 2023

SNO-ISLE LIBRARIES BOARD OF TRUSTEES

NOVEMBER

Strategic Planning / Finance

• 2024 budget review (if needed)

Regular Meeting (November 27)

- Public meeting on 2024 budget
- Approval of 2024 budget
- Election of officers
- 2024 meeting schedule adoption
- Executive Session