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Board of Trustees Regular Meeting

February 16, 2021 4:00 p.m. Remote Meeting Structure/Teleconference

AGENDA

NOTE: PURSUANT TO GOVERNOR INSLEE'S PROCLAMATION 20-28 DATED MARCH 24, 2020, as extended, THIS MEETING WILL BE HELD REMOTELY. PUBLIC COMMENT WILL BE ALLOWED ONLY IN WRITING VIA THE FOLLOWING LINK AND MUST BE RECEIVED BY 12:00 NOON, DAY OF THE MEETING. To submit written public comment prior to the meeting, please go to https://www.scld.org/connect/ask-board-of-trustees/

To attend the meeting remotely via conference call: Call toll-free either 1-877-853-5247 or 1-888-788-0099, then enter ID: **834 9334 5674**

PLEASE NOTE THIS CONFERENCE CALL LINE WILL BE IN "LISTEN-ONLY" MODE.

- I. CALL TO ORDER
- II. AGENDA APPROVAL [4:00]
- III. PUBLIC COMMENT [TO SUBMIT A QUESTION, SEE ABOVE FOR INSTRUCTIONS.]
- IV. ACTION ITEMS
 - A. Approval of January 19, 2021, Regular Meeting Minutes [4:01-4:02]
 - B. Approval of January 2021 Payment Vouchers [4:02-4:03]
 - C. Unfinished Business [4:03-4:10]
 - 1. New Spokane Valley Library Project: Update.
 - D. New Business [4:10-4:40]
 - 1. City of Spokane Valley/SCLD Interlocal Agreement Amendment: Approval Recommendation.
 - 2. Reciprocal Use of Libraries Report for 2020
 - 3. Collection Development Policy: Approval Recommendation.
 - 4. Exhibits and Displays Policy: Approval Recommendation.
 - 5. COVID-19 Response Update

V. DISCUSSION ITEMS, POSSIBLE ACTION [4:40-4:45]

A. Future Board Meeting Agenda Items

VI. REPORTS

- A. Trustees [4:45-4:50]
- B. Executive Director [4:50-5:00]
 - Administrative
 - Community Activities
- C. Operations [5:00-5:05]
- D. Fiscal [5:05-5:10]

VII. ADJOURNMENT

[Estimated meeting length: One hour and 10 minutes, plus public comment.]

This meeting is barrier-free. If you require accommodation to participate in this meeting, please notify Spokane County Library District Administrative Offices in advance of the meeting by calling 509-893-8200.

SPOKANE COUNTY LIBRARY DISTRICT **BOARD OF TRUSTEES MEETING MINUTES: JANUARY 19, 2021**

A regular meeting of the Board of Trustees of Spokane County Library District was held via teleconference at 4:00 p.m., Tuesday, January 19, 2021.

Present: Via Zoom Teleconference

John Craig - Chair Mark Johnson - Vice Chair Ami Calvert - Trustee - Trustee Jessica Hanson Kristin Thompson - Trustee

Patrick Roewe - Executive Director and Secretary

Excused: None.

Also Present via Conference Call: Jane Baker, Communication & Development Director; Toni Carnell, Human Resources Director; Rick Knorr, Finance Director; Andrea Sharps, Collection Services Director; Doug Stumbough, Operations Director; and Patty Franz, Executive Assistant.

Guests via Conference Call: Nine (9).

Call to Order Chair John Craig called the meeting to order at 4:01 p.m., and welcomed

everyone in attendance. (Item I.)

Agenda Mr. Johnson moved and Ms. Thompson seconded approval of the agenda.

(Item II.) The motion was unanimously approved.

Welcome Incoming WELCOME INCOMING TRUSTEE JESSICA HANSON. Trustees joined

Trustee Chair Craig in welcoming new trustee Jessica Hanson. Ms. Hanson was (Item III.) appointed by the Spokane County Board of Commissioners to a five-year

term on the Board of Trustees, effective January 1, 2021, through

December 31, 2025.

There was no further discussion.

Public Comment (Item IV.)

Mr. Roewe read aloud five (5) public comments received via email prior to the noon deadline today. Comments were submitted by Richie F. Brower, Timari Brower, Jennifer Jensen, Lisa Messinger, and Emily Thomas. All comments were requests for reinstatement of a staff member at Fairfield Library. In response to Ms. Thompson's query, Mr. Roewe explained although decisions involving relocation of staff have been unpopular at times, it was necessary to maximize staff schedules in response to state guidelines amid the coronavirus pandemic. The relocations were temporary and not permanent reassignments.

There was no further public comment.

Approval of Dec. 15, 2020, Regular Meeting Minutes (Item V.A.)

Mr. Craig called for corrections to the December 15, 2020, regular meeting minutes. There were no corrections; the minutes stand approved as written.

Approval of December 2020, Payment Vouchers (Item V.B.) Ms. Calvert moved and Mr. Johnson seconded approval of the December 2020 bill payment vouchers as follows:

Fund	Voucher/Payroll Numbers	Subtotal	Total
Dec L01	57948-58079 and W00881-W00889	\$1,154,404.06	\$1,154,404.06
	12102020PR and 12232020PR	\$419,397.91	\$419,397.91
L01		Total	\$1,573,801.97

There was no discussion.

The motion was unanimously approved.

Unfinished Business New Spokane Library Project: Updates (Item V.C.1.) NEW SPOKANE VALLEY LIBRARY PROJECT UPDATES. Mr. Roewe provided status updates and details about the Office of the State Treasurer LOCAL Program financing, Library Capital Improvement Program grant, future suggested amendment to the Interlocal Agreement with the city of Spokane Valley, and Request for Qualifications (RFQ) for Architectural Services. At this time, future Board approval will be requested to approve a potential amendment to the Interlocal Agreement with the city of Spokane Valley, first approved in 2012, and amended in 2017. The primary purpose for the amendment was to accommodate the shift in District funding away from the voted bond approach stated in the current iteration of the agreement. Mr. Roewe further said the city of Spokane Valley has provided ongoing support of the library project, and noted Deputy City Manager John Hohman will participate in the Architectural Services Review Committee, along with Mr. Craig, Mr. Johnson, Mr. Hammond, and staff. Mr. Roewe further reported the RFQ was published yesterday, January 18, in The Spokesman-Review, and will close to respondents on Friday, February 5. The Board of Trustees will be requested to approve the contract award for architectural services in the near future. In response to Ms. Hanson's query, Mr. Roewe said space allocation planning had not as yet taken place.

There was no further discussion.

New Business Personnel Policy HR05 - Leave Addendum (Item V.D.1.) PERSONNEL POLICY HR05 LEAVE ADDENDUM. Ms. Thompson moved and Ms. Calvert seconded approval of Personnel Policy HR05-Leave Addendum, as revised. Ms. Carnell reported the Families First Coronavirus Response Act (FFCRA), put into effect April 1, 2020, expired at the end of 2020. Given the ongoing impact of the COVID-19 pandemic, the District extended similar benefits through June 30, 2021. Ms. Carnell further clarified the extension is only for the benefit; it does not expand entitlement. She explained the qualifying reasons for leave and corresponding pay rates vary. She further said as of December 2020, nearly 30 employees had used some aspect of FFCRA leave.

New Business Personnel Policy HR05 - Leave Addendum (Item V.D.1.)

There was no discussion.

The motion was unanimously approved.

New Business Bulletin Boards and (Item V.D.2.)

BULLETIN BOARDS AND COMMUNITY INTEREST PUBLICATIONS POLICY. Mr. Johnson moved and Ms. Thompson seconded approval of the Bulletin Boards and Community Interest Publications policy, as revised. Mr. Roewe said the recommended revisions were to provide greater flexibility in application of the policy.

There was no further discussion.

The motion was unanimously approved.

New Business Computer, Wireless Network and Internet Use Policy (Item V.D.3.)

COMPUTER, WIRELESS NETWORK AND INTERNET USE POLICY. Ms. Calvert moved and Ms. Hanson seconded approval of the Computer, Wireless Network and Internet Use policy, as revised. Mr. Stumbough said the suggested revisions were prompted by the recent addition of wireless hotspots. He said while there is not a technological method for the District to filter hotspots, a third-party device, the District has limited check-out to adults (18+) residing in the District's service area, who are responsible for compliance with District policies and all applicable local, state, and federal laws. Mr. Stumbough also clarified E-rate funding was not used for hotspots, as only in-library items qualify for those funds. Mr. Roewe further said the recommended revisions were reviewed by District legal counsel.

There was no discussion.

The motion was unanimously approved.

New Business COVID-19 Response Update (Item V.D.4.) CORONAVIRUS/COVID-19 RESPONSE/UPDATE. Mr. Roewe provided an update on the District's response to the coronavirus pandemic, noting changes in services in response to Healthy Washington—Roadmap to Recovery, which became effective January 11, 2021, and uses new public health metrics for determining when regions can move forward toward reopening. Spokane County is now part of the East Region, currently in Phase I, and provides curbside services only. Mr. Roewe further explained what the metrics mean for libraries and an eventual return to in-person services. The District will likely wait several weeks before returning to limited in-person services once the East Region progresses to Phase 2 in order to better confirm phase stability, as expanding services is considerable to implement and a quick return to Phase 1 would be disruptive for customers and staff. In response to gueries from Trustees, Mr. Roewe said when libraries reopened briefly, in-person capacity was 25%, or lower, depending on the various sizes of District facilities. Staff counted customers who entered and explained restrictions. Masks and hand sanitizer were also made available. In response to Ms. Hanson's query, Mr. Roewe said to maximize air filtration and transfer at District facilities, HVAC filtering levels were increased to MERV 13 where possible, and

New Business COVID-19 Response Update (Item V.D.4.) supplemented by portable HEPA air filters. In response to Ms. Calvert's queries, Mr. Roewe said only one library employee, thus far, has tested positive for COVID-19, and further provided details about safety protocols the District has implemented. Currently there are no mandates in place to require staff to become vaccinated, yet the Leadership Team is exploring ways to encourage and facilitate vaccination of staff.

There was no further discussion.

Discussion Items, Possible Action Future Board Meeting Agenda Items (Item VI.A.) Mr. Craig reviewed forthcoming agenda items for the next two months. Among other items, the February 16 meeting agenda will include an update on the new Spokane Valley Library project, city of Spokane Valley/SCLD Interlocal Agreement Amendment, two policy reviews—Collection Development and Exhibits and Displays, Reciprocal Use of Libraries 2020 report, and Coronavirus Response Update. Mr. Roewe reported future board meetings will be held remotely, as the state senate and house recently adopted Resolution 8402, which extends all of Governor Inslee's emergency proclamations indefinitely throughout the coronavirus state of emergency.

There was no further discussion.

Trustees' Reports (Item VII.A.)

Ms. Thompson and Ms. Calvert reported on personal events that occurred over the holidays. There were no other reports.

Executive Director's Report, Dec. 2020 (Item VII.B.)

The Executive Director's written report for December 2020 provided prior the meeting included reports from Finance and Facilities, Communication & Development, Collection Services, Human Resources, Operations, and Community Activities. On behalf of staff and the Leadership Team, Mr. Roewe welcomed Ms. Hanson, and expressed how staff were looking forward to working with her. He further reported Customer Services Manager Gina Rice recently retired after 35 years of service to the District. During those years she helped shape circulation functions and customer service on the front lines in lasting and positive ways. Kris Barnes, former library supervisor at Deer Park, was welcomed into the customer service role. Mr. Roewe further reported he is reviewing proposed legislation submitted during the current legislative session, noting none of the bills submitted thus far is of immediate concern to libraries. He also said he will provide an update to the Spokane Valley City Council on Tuesday, January 26, on the status of the new Spokane Valley Library and funding plan. In response to Mr. Craig's query, Human Resources Director Toni Carnell said Jennie Anderson will replace Kris Barnes at Deer Park, and Autry Lehman will replace Ms. Anderson as library supervisor at Airway Heights. There was no further discussion.

Operations Report, December 2020 (Item VII.C.) Operations Director Doug Stumbough and Library Operations Manager Kristy Bateman provided a written report prior to the meeting for December 2020, with data for customer use measures, programming, and library activities. Mr. Stumbough further reported Airway Heights, Cheney, and

Operations Report, December 2020 (Item VII.C.) Medical Lake libraries were closed on Wednesday, January 13, because of power outages caused by the windstorm on January 12. The Medical Lake Library remained closed January 16-19 because a felled tree blocked use of the library parking lot. Mr. Roewe noted since the District does not own the Medical Lake Library facility, the city of Medical Lake will coordinate clean up as per the Interlocal Agreement with the city. There was no further discussion.

Fiscal Report, December 2020 (Item VII.D.)

Revenue and Expenditure Statement through December 31, 2020.

Fund 001

 Revenues
 \$ 15,929,907

 Expenditures
 \$ 15,160,944

 Ending Fund Balance
 \$ 5,906,391

 Fund Budget Expended
 93.29%

Mr. Knorr reported the first draft of year-end budget results for 2020 was included in this month's meeting packet, and said he was pleased with the results for both the General and Capital Projects funds. There was no further discussion.

Adjournment (Item VIII.)

Chair Craig adjourned the meeting at 4:59 p.m. The next Board Meeting was scheduled for Tuesday, February 16, 2021, at 4:00 p.m., in a public meeting room at North Spokane Library. It has since been confirmed the meeting will be held via teleconference due to Proclamation 20-28, as extended, by the governor.

John Craig, Chair		

Patrick Roewe, Secretary to the Board of Trustees

PAYMENT VOUCHER APPROVAL

Pursuant to RCW 42.24.180 and Spokane County Library District Resolution # 94-03, we, the undersigned, do hereby certify that the merchandise and services hereinafter specified have been received as of January 31, 2021, and that payment vouchers listed on this and the following pages are approved for payment in the total amount of \$1,132,799.78 for the general fund and \$0.00 for the capital projects fund and are authorized to authenticate and certify these claims.

DATE: February 1, 2021

ach Inon PM Roeve SIGNED: SIGNED:

TITLE: Finance Director TITLE: **Executive Director**

VOUCHER			VOUCHER
NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
058080	ALLSTREAM	MONTHLY DID, PRI AND LONG DISTANCE PHONE SVC	\$ 524.02
058081	AMAZON CAPITAL SERVICES	PROGRAMMING AND OFFICE SUPPLIES	11.41
058082	BATTERIES PLUS BULBS	MAINTENANCE SUPPLIES	91.15
058083	CONSOLIDATED ELECTRICAL DIST.	BUILDING REPAIR & MAINTENANCE	67.63
058084	CENTURYLINK	MONTHLY ANALOG TELEPHONE LINE: SV ELEVATOR	60.36
058085	US POSTAL SERVICE	POSTAGE FOR POSTAGE MACHINE	5,000.00
058086	CITY OF MEDICAL LAKE	WATER, SEWER, REFUSE - ML	158.11
058087	CULLIGAN SPOKANE WA	BOTTLED WATER SERVICE - CH	29.50
058088	DIVCO INCORPORATED	QTRLY BUILDING MAINT CONTRACT - HVAC	16,964.78
058089	EBSCO INDUSTRIES, INC.	LIBRARY MATERIALS - SUBSCRIPTIONS	30,303.76
058090	EMPIRE DISPOSAL INC.	MONTHLY SOLID WASTE - FAIRFIELD	42.97
058090	FATBEAM, LLC		4,389.22
058091	GALE/CENAGE LEARNING	MONTHLY INTERNET SERVICE, NET OF ERATE DISC	1,128.27
058092	GREY HOUSE PUBLISHING	LIBRARY MATERIALS	251.05
		LIBRARY MATERIALS	
058094	H&H BUSINESS SYSTEMS, INC.	QTRLY COPIER MAINTENANCE & TONER	267.95
058095	INGRAM DISTRIBUTION GROUP, INC	WEEKLY LIBRARY MATERIALS	16,066.75
058096	INLAND POWER AND LIGHT	ELECTRIC UTILITIES - AH, DP	573.67
058097	KIDS NEWSPAPER	ADVERTISING	800.00
058098	LIBRARY IDEAS LLC	ONLINE BOOK CLUB SOFTWARE LICENSE	16,575.00
058099	MIDWEST TAPE	WEEKLY LIBRARY MATERIALS	11,734.34
058100	NEW YORK TIMES	LIBRARY MATERIALS	533.00
058101	OCLC, INC.	SEMI-ANNUAL CATALOGING & ILL SUBSCRIPTION	22,447.12
058102	OVERDRIVE, INC.	WEEKLY LIBRARY MATERIALS e-Books	42,724.79
058103	PERRINE PROPERTIES, LLC	MONTHLY PARKING LOT LEASE, SV	300.00
058104	PHILADELPHIA INSURANCE CO	ANNUAL CYBER INSURANCE PREMIUM	9,307.00
058105	THE SPOKESMAN- REVIEW	LIBRARY MATERIALS	364.00
058106	BPR CUMULUS LLC	MONTHLY LEASE PAYMENT, BOOKEND	3,120.00
058107	SPOKANE COUNTY ENVIRONMENTAL SERVICES	MONTHLY SEWER - AR, NS, SV	563.34
058108	UPS	SHIPPING	33.62
058109	WASTE MANAGEMENT OF SPOKANE	MONTHLY REFUSE	1,245.20
058110	WICK ENTERPRIZES, LLC	ADVERTISING	343.62
058111	WITHERSPOON BRAJCICH MCPHEE, PLLC	LEGAL SERVICES, GENERAL COUNSEL	881.00
058112	ALLIED FIRE & SECURITY BY VYANET	QUARTERLY ALARM MONITORING	1,999.94
058113	AMAZON CAPITAL SERVICES	PROGRAMMING AND OFFICE SUPPLIES	3,993.74
058114	ASSOCIATION OF WASHINGTON CITIES - VIMLY BEN	EFI ANNUAL ADMINISTRATIVE FEE	7,935.33
058115	BLACKSTONE PUBLISHING	LIBRARY MATERIALS	1,109.56
058116	CDW GOVERNMENT, INC.	IT HARDWARE & SOFTWARE	8,324.85
058117	CONSOLIDATED ELECTRICAL DIST.	BUILDING REPAIR & MAINTENANCE	33.60
058118	CENTER POINT LARGE PRINT	LIBRARY MATERIALS	530.68
058119	EMPLOYMENT SECURITY DEPARTMENT	UNEMPLOYMENT CLAIMS	43.16
058120	E-RATE EXPERTISE, INC.	E-RATE CONSULTING SERVICES	675.00
058121	GALE/CENAGE LEARNING	LIBRARY MATERIALS	343.78
058122	H&H BUSINESS SYSTEMS, INC.	QTRLY COPIER MAINTENANCE & TONER	39.86
058123	HAMMOND FACILITY CONSULTING	MONTHLY OWNERS REP SERVICES, NEW SV LIBRARY	2,900.15
058124	INGRAM DISTRIBUTION GROUP, INC	WEEKLY LIBRARY MATERIALS	7,859.95
058125	INLAND POWER AND LIGHT	ELECTRIC UTILITIES - AH, DP	369.20
058126	INTERNATIONAL PROMOTIONAL IDEAS INC	BACKPACKS FOR DISCOVER PASS PROGRAM	165.00
058127	JIMMY'S ROOFING	PAYMENT #2 FOR ARGONNE ROOF REPLACEMENT	65,534.60

058128	LATAH COUNTY LIBRARY DISTRICT	INCOL MEETING REIMBURSEMENT FOR WEBEX COSTS		149.75
058129	MIDWEST TAPE	WEEKLY LIBRARY MATERIALS		349.52
058130	MAUREEN REGALADO	SEMI-MONTHLY SOCIAL MEDIA PLATFORM MGMT		1,500.00
058131	OPTUM	MONTHLY HSA ACCOUNT FEES		72.00
058132	OVERDRIVE, INC.	WEEKLY LIBRARY MATERIALS e-Books		13,725.43
058133	PRISMHR, INC.	MONTHLY SOFTWARE SUPPORT - HR		454.12
058134	SAGE SOFTWARE, INC	ANNUAL ACCOUNTING SOFTWARE SUPPORT		10,013.46
058135	SHI INTERNATIONAL CORP	IT HARDWARE & SOFTWARE		1,514.93
058136	STAPLES ADVANTAGE	OFFICE/LIBRARY SUPPLIES		156.25
058137	USB TREASURY MANAGEMENT SVCS	ANNUAL BANK ACCOUNT ANALYSIS FEES		1,300.92
058138	ULINE SHIPPING SPECIALISTS	OFFICE/LIBRARY SUPPLIES		740.89
058139	WALTER E. NELSON CO.	CLEANING & SANITATION SUPPLIES		1,310.70
058140	ZIPLY FIBER	TELEPHONE & BROADBAND - FF		127.24
058141	PHILADELPHIA INSURANCE CO	ANNUAL CYBER INSURANCE PREMIUM		7,081.00
W00890	ELEC FEDERAL TAX PAYMENT SYS	NET PAYROLL TAXES		70,563.02
W00891	VANTAGEPOINT TRNSFR %M&T BANK-302112	ICMA EMPLOYEE 457 CONTRIBUTIONS		4,194.80
W00892	US BANK - HEALTH - OPTUM	H S A CONTRIBUTIONS		1,831.00
W00893	DEPT OF RETIREMENT SYSTEMS	RETIREMENT CONTRIBUTIONS		81,253.53
W00894	ASSOCIATION OF WASHINGTON CITIES - VIMLY BENE	EFI MONTHLY MEDICAL, DENTAL, VISION & LIFE INS		92,772.44
W00895	US BANK - HEALTH - OPTUM	H S A CONTRIBUTIONS		1,831.00
W00896	ELEC FEDERAL TAX PAYMENT SYS	NET PAYROLL TAXES		62,117.26
W00897	VANTAGEPOINT TRNSFR %M&T BANK-302112	ICMA EMPLOYEE 457 CONTRIBUTIONS		4,206.43
W00898	DEPT OF RETIREMENT SYSTEMS	RETIREMENT CONTRIBUTIONS		55,534.71
W00899	STATE OF WASHINGTON	Q4 2020 PAID FAMILY MEDICAL LEAVE TAX PAYMENT		6,680.52
W00900	STATE OF WASHINGTON	Q4 2020 SALES AND USE TAX PAYMENT		3,059.79
W00901	DEPARTMENT OF LABOR & IND.	Q4 2020 LABOR AND INDUSTRIES TAX PAYMENT		12,170.33
	Total Non-Payroll General Operating Fund		\$	723,472.07
	PAYROLL VOUCHERS			
1082021PF	R SPOKANE COUNTY LIBRARY DISTRICT	NET PAYROLL CHECKS FOR PAY PERIOD #1	\$	210,351.11
1252021PF	SPOKANE COUNTY LIBRARY DISTRICT	NET PAYROLL CHECKS FOR PAY PERIOD #2	_	198,976.60
	Total Payroll General Operating Fund		\$	409,327.71
	TOTAL GENERAL OPERATING FUND		\$	1,132,799.78



NEW SPOKANE VALLEY LIBRARY PROJECT UPDATE

Request for Qualifications (RFQ) for Architectural Services

The District's RFQ for Architectural Services for the New Spokane Valley Library was published on January 18, 2021, and closed on February 5, 2021. In response, the District received statements of qualification (SOQ) from eight (8) qualified architectural firms, all received prior to the published deadline. The eight firms, in alphabetical order:

- ALSC Architects
- Architects West
- Bernardo Wills Architects in association with MSR Design
- FFA Architecture and Interiors
- Hacker Architects, Inc.
- Integrus Architecture
- Johnston Architects and HDG Architecture
- MMEC Architecture & Interiors

Shortly after the deadline closed, District staff distributed the SOQs to the Architectural Service Selection Committee members for review. Owner's Representative Hammond Facilities Consulting distributed a scoring matrix and instructions to committee members as well.

Committee members reviewed and scored the SOQs independently. The committee convened via Zoom on Thursday, February 11, to evaluate the submissions and develop a short list of firms. Based on the aggregate scoring, the short list includes the following three firms, again in alphabetical order:

- ALSC Architects
- Integrus Architecture
- MMEC Architecture & Interiors

The committee will subsequently schedule interviews with the short-listed firms, which should be completed by the first week of March.

The committee will then reconvene to finalize its recommendation, which will be brought forward to the Board of Trustees for approval at its March regular meeting.

For reference, the Board approved the formation of an architectural services selection committee at its September 15, 2020, meeting. The committee is comprised of the following individuals.

Trustees:

- John Craig, Chair
- Mark Johnson, Vice Chair

Staff:

- Jane Baker, Communication & Development Director
- Rick Knorr, Finance Director
- Doug Stumbough, Operations Director
- Patrick Roewe, Executive Director

Owner's Representative: • Doug Hammond, Hammond Facilities Consulting Partner Representative: • John Hohman, Deputy City Manager, city of Spokane Valley
Finance Director Rick Knorr and Executive Director Patrick Roewe will be available to answer any questions.
Recommended Action: This item is for information only, with no action required.



2021 Addendum to the Interlocal Agreement for Acquisition of Real Estate between City of Spokane Valley and Spokane County Library District

Background

The District entered into this interlocal agreement with the city of Spokane Valley in 2012, shortly after the city purchased 8.4 acres of property from Pring Corporation in anticipation of SCLD constructing and operating a new library facility in Spokane Valley. Pursuant to that interlocal agreement, the city sold a total of 2.82 acres to the District so that SCLD could build its new facility, which was anticipated to occur within a five-year period.

In April 2014, the District put before the voters a Spokane Valley Library Capital Facility Area (SVLCFA) and bond in order to fund construction of the new library. Formation of the SVLCFA was successful. However, the bond attempt failed (with 55%) to reach "supermajority" approval of 60%.

In August 2015, a second attempt to fund the SVLCFA went to voters, and with 57.57% approval, the issue again failed to receive the needed 60% to pass. As per state law, the SVLCFA was dissolved after the second unsuccessful attempt.

In October 2017, the Board of Trustees and City Council approved an amendment to the interlocal agreement that extended the timeframe for construction from 2017 to 2022, with a possible additional extension of up to two years (October 2024).

Once the District received approval for LOCAL Program financing and confirmation that the new library was on the recommended list for legislative approval for the Library Capital Improvement Program grant, District staff collaborated with City staff to amend the agreement.

The most significant changes in the amendment acknowledge the shift in District funding away from the voted bond approach stated in the current iteration of the agreement, as well as an extension of the agreement to 2024. Some additional changes for clarification were made as well. The recommended changes have also been reviewed by the District's legal counsel.

The Spokane Valley City Council approved the amendment at its meeting on February 9, 2021.

Executive Director Patrick Roewe will be available to answer any questions on the recommended amendments.

Following are an edited copy of the 2021 amendment, with revisions indicated by strikethrough (removal) or underline (addition) and a clean copy of the 2021 amendment. In addition a copy of the 2017 amended agreement and the 2012 original agreement are included for reference.

Recommended Action: Motion to approve the 2021 Addendum to the Interlocal Agreement for Acquisition of Real Estate between the city of Spokane Valley and Spokane County Library District.



Current/Existing Addendum

2021 ADDENDUM TO THE INTERLOCAL AGREEMENT FOR ACQUISTION OF REAL ESTATE BETWEEN THE CITY OF SPOKANE VALLEY AND THE SPOKANE COUNTY LIBRARY DISTRICT

WHEREAS, the City of Spokane Valley (the City) and Spokane County Library District (the Library District) (referred to jointly as the Parties) executed an interlocal agreement (the Agreement) on September 27, 2012. The purpose of the Agreement was for the City to sell the District certain real property located on the north side of Sprague Avenue, between Balfour Road and Herald Road, with the intent that the Library District would design and construct a new library facility that would serve as the primary library facility in the City; and

WHEREAS, pursuant to the Agreement, the City sold 2.5 acres to the Library District, Spokane County parcel number 45174.9063 (the Site), with the transaction closing on or about October 31, 2012. The Parties agreed to an additional transfer of property pursuant to the Agreement, which was dependent upon the needs of the Library District as determined in a collaborative joint needs analysis/conceptual site plan prepared by the Parties. The total property acquired by the Library District from the City was 2.82 acres, with the total closing price, including land and apportioned costs, of \$839,285.10; and

WHEREAS, Section 10 of the Agreement contains a requirement that "in the event that the Library District has not, within five years following the Closing, secured voter approval of a construction bond for the library building and ancillary improvements in such amount as shall be determined necessary by the Library District, that thereafter the Library District shall reconvey all of the Property back to the City at the same price paid by the Library District to the City."

WHEREAS, the conceptual site plan process took place largely in 2013, and included significant technical input and analysis by the Parties, consultants, and the public. This extensive public participation has been integral to the plan to develop the Site as the main library facility in the City, including identifying the functions desired and needed by the community in a modern library facility; and

WHEREAS, in April 2014, the Library District put two ballot measures before the electorate in the greater Spokane Valley region. The first measure was whether to create a capital facilities area which was a subset of the entire Library District, and which would primarily benefit from the proposed improvements. The second measure was whether to approve construction of the new library at the Site, a second but smaller library facility near the intersection of Sprague Avenue and Conklin Road, as well as improvements at the Argonne Branch, located at Argonne Road and Upriver Drive. The creation of the capital facility area, which required a simple majority, was approved. The vote to approve construction of the facilities, which required at least a 60% approval, failed, although it received 54.84% approval; and

WHEREAS, in August 2015, the Library District again requested that the voters in the capital facility area approve the proposed construction. The capital facility area is legally valid for up to two election attempts, so did not need to be approved as part of the 2016 effort. This effort received 57.57% approval, falling just short of being successful; and

Agenda Item IV.D.1



WHEREAS, the Parties mutually recognize the importance of having a modern, functional library facility to support the educational needs of the citizens of the City, including children and adults; and

WHEREAS, the Parties mutually recognize the economic development benefits of co-locating the new library facility with the City's proposed renovations of Balfour Park, which are also adjacent to City Hall. The Parties assert these combined improvements will act as a magnet for private development in the area; and

WHEREAS, the Parties prepared a Joint Site Plan which identified certain right-of-way improvements or site-wide improvements (collectively referred to as "frontage improvements") that are necessary for the respective proposed projects on the site. Said improvements will benefit the multiple uses planned for the combined site. The Parties wish to work together to provide the necessary site improvements while keeping the cost manageable for the citizens; and

WHEREAS, the Library District continues to seek ways to fund the new library site, including through application for funding from various entities as an alternative or in addition to a voted bond; and

WHEREAS, the Parties agreed to an Addendum in 2017 (2017 Addendum) that extended the duration of the Agreement for an additional five years, with an additional optional three years if the Parties agreed. Additionally, the 2017 Addendum contained additional minor modifications regarding the approximate size of the building, and included a financial commitment by the City to the project in recognition of the important public benefits that would be achieved once completed; and

WHEREAS, the Parties agree that a continuing and enhanced partnership between the Parties is crucial for success in jointly developing the Site.

NOW THEREFORE, the Parties agree to make the following amendments to the Agreement:

6. Joint Site Development Plan.

A. An approximately <u>30,000</u> <u>25,000</u> square foot building on one <u>or more</u> floors, that will serve as a destination facility with programming intended to draw participants from the Spokane County region. The ultimate size of the facility shall be determined following appropriate public engagement.

C. Site requirements:

- Building footprint of approximately <u>30,000</u> 25,000 square feet.
- Vehicular access required for rear service entrance.
- Appropriate parking to meet the City's code minimum requirements for a public library, with a 100 seat meeting room.



- Require frontage on or clear visibility from Sprague Avenue but not from behind a parking lot.
- At least one side of library building adjacent and open to landscaped park area.

The Parties agree to contribute the following amounts to the frontage and/or site improvements on the Library Site which have been identified in the Joint Site Development Plan. The Library District shall contribute its investment of \$1.3 million to purchase the two library construction sites, including the <u>Library Site</u>, as well as the second library site near Sprague Avenue and Conklin Road, and will no longer seek reimbursement for the land costs through a subsequent bond. This Library District obligation is separate from and in addition to any amount sought in bond proceeds, and represents the actual expenditure amounts to purchase both sites. The City shall contribute \$1.3 million in frontage and/or joint site improvements on the Library Site. This amount includes the \$839,285.10 paid by the Library District to the City for the Site. This City obligation is separate from and in addition to any frontage or site improvements the City would already be responsible for in developing and constructing Balfour Park. The intent of these contributions by the Parties is to accomplish the mutual goals set forth in the recitals to this Addendum, above, and to reduce the amount of <u>outside funding needed for the project. bond proceeds that would be requested from the voters. Exhibit B, previously attached to this Agreement is deleted.</u>

The Parties shall, w Within 30 45 days of the District executing a contract for architectural services, validation of the passage of ballot measure approving construction bonds, the Parties shall form a joint site development project team.

- 9. Failure of Joint Site Development Plan. In the event that, despite their good faith best efforts, the Parties are unable to agree on a Joint Site Development Plan as described above, and absent an agreement between the Parties to extend the deadline for developing such Joint Site Development Plan, then City shall, within 60 days after the final deadline for developing the Joint Site Development Plan, reimburse the Library District the full amount of that portion of the Purchase Price together with the pro-rata share of any survey, title, recording, closing, and phase I environmental audit costs paid by the Library District and from that point in time this agreement would be considered void. Each Party shall pay one-half of the costs of the Joint Site Development Plan if the project does not go forward, either due to failure to agree on a Joint Site Development Plan or because the District does not obtain funding pass its bond as set forth in pursuant to Section 10.
- 10. Re-Purchase by City. In order to construct a library building and ancillary improvements on the portion of the Property acquired by the Library District, the Library District will need to secure outside funding. It is anticipated that the Library District will need to secure voter approval of a bond levy covering the Library Site and the Sprague and Conklin site projects. Without voter approval of such bond, the Library District will not be in a position to develop its portion of the Property. The Parties agree that in the event that the Library District has not, by October 31, 20242, secured necessary funding voter approval of a construction bond to design and construct for the library building and ancillary improvements on the Property in such amounts as shall be determined necessary by the Library District, that thereafter the Library District shall reconvey all of the Property back to the City at the same price paid by the Library District to the City, with payment to be in cash. The Parties may, by mutual written agreement after October 31, 2021, extend the timeframe for reconveyance by an additional two years, to October 31, 2024. Such payment shall be paid all in cash. The Library District, in such event, shall convey title to the City with the same type of instrument as it received the Property from the City, and from that point in time this agreement would be considered void. Once In the event full funding is achieved, the construction bond is approved,





the Library District shall commence construction within <u>two years</u>. one year of the date of voter approval of the construction bond.

12. <u>Use of Property</u>. The City agrees that its portion of the Property will be dedicated to public use and will not be sold to any third party. A deed restriction shall be recorded by the Library District <u>no later than December 31, 2021</u>, within a reasonable amount of time from voter approval of a construction bond that would limit the use of the Site to a library facility for a minimum of 50 years from date of opening. The Library District agrees that its portion of the Property will be developed into a public library facility provided that funding for such project is secured as provided above in Section 10.

The City, at its expense, will be allowed to use the entire site for civic purposes until the District provides the City with a notice that the District will commence construction activities in 30 days. The City agrees to hold harmless and indemnify the District from and against all claims, causes of action, and damages arising out of the City's use of the Property for any such civic purposes.

This Addendum shall become effective upon the date of the signature of the last party signing this document.

CITY OF SPOKANE VALLEY	SPOKANE COUNTY LIBRARY DISTRIC				
Mark Calhoun, City Manager	Patrick Roewe, Executive Director				
Approved as to form:	Approved as to form:				
Office of the City Attorney	Brian Werst, Attorney for SCLD				



Draft Revised Addendum

2021 ADDENDUM TO THE INTERLOCAL AGREEMENT FOR ACQUISTION OF REAL ESTATE BETWEEN THE CITY OF SPOKANE VALLEY AND THE SPOKANE COUNTY LIBRARY DISTRICT

WHEREAS, the City of Spokane Valley (the City) and Spokane County Library District (the Library District) (referred to jointly as the Parties) executed an interlocal agreement (the Agreement) on September 27, 2012. The purpose of the Agreement was for the City to sell the District certain real property located on the north side of Sprague Avenue, between Balfour Road and Herald Road, with the intent that the Library District would design and construct a new library facility that would serve as the primary library facility in the City; and

WHEREAS, pursuant to the Agreement, the City sold 2.5 acres to the Library District, Spokane County parcel number 45174.9063 (the Site), with the transaction closing on or about October 31, 2012. The Parties agreed to an additional transfer of property pursuant to the Agreement, which was dependent upon the needs of the Library District as determined in a collaborative joint needs analysis/conceptual site plan prepared by the Parties. The total property acquired by the Library District from the City was 2.82 acres, with the total closing price, including land and apportioned costs, of \$839,285.10; and

WHEREAS, Section 10 of the Agreement contains a requirement that "in the event that the Library District has not, within five years following the Closing, secured voter approval of a construction bond for the library building and ancillary improvements in such amount as shall be determined necessary by the Library District, that thereafter the Library District shall reconvey all of the Property back to the City at the same price paid by the Library District to the City."

WHEREAS, the conceptual site plan process took place largely in 2013, and included significant technical input and analysis by the Parties, consultants, and the public. This extensive public participation has been integral to the plan to develop the Site as the main library facility in the City, including identifying the functions desired and needed by the community in a modern library facility; and

WHEREAS, in April 2014, the Library District put two ballot measures before the electorate in the greater Spokane Valley region. The first measure was whether to create a capital facilities area which was a subset of the entire Library District, and which would primarily benefit from the proposed improvements. The second measure was whether to approve construction of the new library at the Site, a second but smaller library facility near the intersection of Sprague Avenue and Conklin Road, as well as improvements at the Argonne Branch, located at Argonne Road and Upriver Drive. The creation of the capital facility area, which required a simple majority, was approved. The vote to approve construction of the facilities, which required at least a 60% approval, failed, although it received 54.84% approval; and

WHEREAS, in August 2015, the Library District again requested that the voters in the capital facility area approve the proposed construction. The capital facility area is legally valid for up to two election attempts, so did not need to be approved as part of the 2016 effort. This effort received 57.57% approval, falling just short of being successful; and

Agenda Item IV.D.1



WHEREAS, the Parties mutually recognize the importance of having a modern, functional library facility to support the educational needs of the citizens of the City, including children and adults; and

WHEREAS, the Parties mutually recognize the economic development benefits of co-locating the new library facility with the City's proposed renovations of Balfour Park, which are also adjacent to City Hall. The Parties assert these combined improvements will act as a magnet for private development in the area; and

WHEREAS, the Parties prepared a Joint Site Plan which identified certain right-of-way improvements or site-wide improvements (collectively referred to as "frontage improvements") that are necessary for the respective proposed projects on the site. Said improvements will benefit the multiple uses planned for the combined site. The Parties wish to work together to provide the necessary site improvements while keeping the cost manageable for the citizens; and

WHEREAS, the Library District continues to seek ways to fund the new library site, including through application for funding from various entities as an alternative or in addition to a voted bond; and

WHEREAS, the Parties agreed to an Addendum in 2017 (2017 Addendum) that extended the duration of the Agreement for an additional five years, with an additional optional three years if the Parties agreed. Additionally, the 2017 Addendum contained additional minor modifications regarding the approximate size of the building, and included a financial commitment by the City to the project in recognition of the important public benefits that would be achieved once completed; and

WHEREAS, the Parties agree that a continuing and enhanced partnership between the Parties is crucial for success in jointly developing the Site.

NOW THEREFORE, the Parties agree to make the following amendments to the Agreement:

6. Joint Site Development Plan.

A. An approximately 30,000 square foot building on one or more floors, that will serve as a destination facility with programming intended to draw participants from the Spokane County region. The ultimate size of the facility shall be determined following appropriate public engagement.

C. Site requirements:

- Building footprint of approximately 30,000 square feet.
- Vehicular access required for rear service entrance.
- Appropriate parking to meet the City's code minimum requirements for a public library, with a 100 seat meeting room.
- Require frontage on or clear visibility from Sprague Avenue but not from behind a parking lot.



• At least one side of library building adjacent and open to landscaped park area.

The Parties agree to contribute the following amounts to the frontage and/or site improvements on the Library Site which have been identified in the Joint Site Development Plan. The Library District shall contribute its investment of \$1.3 million to purchase the two library construction sites, including the Library Site, as well as the second library site near Sprague Avenue and Conklin Road, and will no longer seek reimbursement for the land costs through a subsequent bond. This Library District obligation is separate from and in addition to any amount sought in bond proceeds, and represents the actual expenditure amounts to purchase both sites. The City shall contribute \$1.3 million in frontage and/or joint site improvements on the Library Site. This amount includes the \$839,285.10 paid by the Library District to the City for the Site. This City obligation is separate from and in addition to any frontage or site improvements the City would already be responsible for in developing and constructing Balfour Park. The intent of these contributions by the Parties is to accomplish the mutual goals set forth in the recitals to this Addendum, above, and to reduce the amount of outside funding needed for the project.

Within 30 days of the District executing a contract for architectural services, the Parties shall form a joint site development project team.

- 9. Failure of Joint Site Development Plan. In the event that, despite their good faith best efforts, the Parties are unable to agree on a Joint Site Development Plan as described above, and absent an agreement between the Parties to extend the deadline for developing such Joint Site Development Plan, then City shall, within 60 days after the final deadline for developing the Joint Site Development Plan, reimburse the Library District the full amount of that portion of the Purchase Price together with the pro-rata share of any survey, title, recording, closing, and phase I environmental audit costs paid by the Library District and from that point in time this agreement would be considered void. Each Party shall pay one-half of the costs of the Joint Site Development Plan if the project does not go forward, either due to failure to agree on a Joint Site Development Plan or because the District does not obtain funding pursuant to Section 10.
- 10. Re-Purchase by City. In order to construct a library building and ancillary improvements on the portion of the Property acquired by the Library District, the Library District will need to secure outside funding. The Parties agree that in the event the Library District has not, by October 31, 2024, secured necessary funding to design and construct the library building and ancillary improvements on the Property in such amounts as shall be determined necessary by the Library District, that thereafter the Library District shall reconvey all of the Property back to the City at the same price paid by the Library District to the City, with payment to be in cash. The Library District, in such event, shall convey title to the City with the same type of instrument as it received the Property from the City, and from that point in time this agreement would be considered void. Once full funding is achieved, the Library District shall commence construction within two years.
- 12. <u>Use of Property</u>. The City agrees that its portion of the Property will be dedicated to public use and will not be sold to any third party. A deed restriction shall be recorded by the Library District no later than December 31, 2021, that would limit the use of the Site to a library facility for a minimum of 50 years from date of opening. The Library District agrees that its portion of the Property will be developed into a public library facility provided that funding for such project is secured as provided above in Section 10.

The City, at its expense, will be allowed to use the entire site for civic purposes until the District provides the City with a notice that the District will commence construction activities in 30 days. The City agrees to hold harmless and indemnify the District from and against all claims, causes of action, and damages arising out of the City's use of the Property for any such civic purposes.





This Addendum shall become effective upon the date of the signature of the last party signing this document.

CITY OF SPOKANE VALLEY	SPOKANE COUNTY LIBRARY DISTRICT
Mark Calhoun, City Manager	Patrick Roewe, Executive Director
Approved as to form:	Approved as to form:
Office of the City Attorney	Brian Werst, Attorney for SCLD

2017 ADDENDUM TO THE INTERLOCAL AGREEMENT FOR ACQUISTION OF REAL ESTATE BETWEEN THE CITY OF SPOKANE VALLEY AND THE SPOKANE COUNTY LIBRARY DISTRICT

WHEREAS, the City of Spokane Valley (the City) and Spokane County Library District (the Library District) (referred to jointly as the Parties) executed an interlocal agreement (the Agreement) on September 27, 2012. The purpose of the Agreement was for the City to sell the District certain real property located on the north side of Sprague Avenue, between Balfour Road and Herald Road, with the intent that the Library District would design and construct a new library facility that would serve as the primary library facility in the City; and

WHEREAS, pursuant to the Agreement, the City sold 2.5 acres to the Library District, Spokane County parcel number 45174.9063 (the Site), with the transaction closing on or about October 31, 2012. The Parties agreed to an additional transfer of property pursuant to the Agreement, which was dependent upon the needs of the Library District as determined in a collaborative joint needs analysis/conceptual site plan prepared by the Parties. The total property acquired by the Library District from the City was 2.82 acres, with the total closing price, including land and apportioned costs, of \$839,285.10; and

WHEREAS, Section 10 of the Agreement contains a requirement that "in the event that the Library District has not, within five years following the Closing, secured voter approval of a construction bond for the library building and ancillary improvements in such amount as shall be determined necessary by the Library District, that thereafter the Library District shall reconvey all of the Property back to the City at the same price paid by the Library District to the City."

WHEREAS, the conceptual site plan process took place largely in 2013, and included significant technical input and analysis by the Parties, consultants, and the public. This extensive public participation has been integral to the plan to develop the Site as the main library facility in the City, including identifying the functions desired and needed by the community in a modern library facility; and

WHEREAS, in April 2014, the Library District put two ballot measures before the electorate in the greater Spokane Valley region. The first measure was whether to create a capital facilities area which was a subset of the entire Library District, and which would primarily benefit from the proposed improvements. The second measure was whether to approve construction of the new library at the Site, a second but smaller library facility near the intersection of Sprague Avenue and Conklin Road, as well as improvements at the Argonne Branch, located at Argonne Road and Upriver Drive. The creation of the capital facility area, which required a simple majority, was approved. The vote to approve construction of the facilities, which required at least a 60% approval, failed, although it received 54.84% approval; and

WHEREAS, in August 2015, the Library District again requested that the voters in the capital facility area approve the proposed construction. The capital facility area is legally valid for up to two election attempts, so did not need to be approved as part of the 2016 effort. This effort received 57.57% approval, falling just short of being successful; and

WHEREAS, the Parties mutually recognize the importance of having a modern, functional library facility to support the educational needs of the citizens of the City, including children and adults; and

WHEREAS, the Parties mutually recognize the economic development benefits of colocating the new library facility with the City's proposed renovations of Balfour Park, which are also adjacent to the City's new City Hall facility. The Parties assert these combined improvements will act as a magnet for private development in the area; and

WHEREAS, the Parties prepared a Joint Site Plan which identified certain right-of-way improvements or site-wide improvements (collectively referred to as "frontage improvements") that are necessary for the respective proposed projects on the site. Said improvements will benefit the multiple uses planned for the combined site. The Parties wish to work together to provide the necessary site improvements while keeping the cost manageable for the citizens; and

WHEREAS, the Parties agree that a continuing and enhanced partnership between the Parties is crucial for success in jointly developing the Site.

NOW THEREFORE, the Parties agree to make the following amendments to the Agreement:

6. **Joint Site Development Plan**.

A. An approximately 25,000 square foot building on one floor, that will serve as a destination facility with programming intended to draw participants from the Spokane County region. The ultimate size of the facility shall be determined following appropriate public engagement.

C. Site requirements:

• Building footprint of approximately 25,000 square feet.

The Parties agree to contribute the following amounts to the frontage and/or site improvements on the Library Site which have been identified in the Joint Site Development Plan. The Library District shall contribute its investment of \$1.3 million to purchase the two library construction sites, including the Site, as well as the second library site near Sprague Avenue and Conklin Road, and will no longer seek reimbursement for the land costs through a subsequent bond. This Library District obligation is separate from and in

addition to any amount sought in bond proceeds, and represents the actual expenditure amounts to purchase both sites. The City shall contribute \$1.3 million in frontage and/or joint site improvements on the Library Site. This amount includes the \$839,285.10 paid by the Library District to the City for the Site. This City obligation is separate from and in addition to any frontage or site improvements the City would already be responsible for in developing and constructing Balfour Park. The intent of these contributions by the Parties is to accomplish the mutual goals set forth in the recitals to this Addendum, above, and to reduce the amount of bond proceeds that would be requested from the voters. Exhibit B, previously attached to this Agreement is deleted.

The Parties shall, within 45 days of validation of the passage of ballot measure approving construction bonds, form a joint site development project team.

- Re-Purchase by City. In order to construct a library building and ancillary 10. improvements on the portion of the Property acquired by the Library District, it is anticipated that the Library District will need to secure voter approval of a bond levy covering the Library Site and the Sprague and Conklin site projects. Without voter approval of such bond, the Library District will not be in a position to develop its portion of the Property. The Parties agree that in the event that the Library District has not, by October 31, 2022, secured voter approval of a construction bond for the library building and ancillary improvements in such amount as shall be determined necessary by the Library District, that thereafter the Library District shall reconvey all of the Property back to the City at the same price paid by the Library District to the City. The Parties may, by mutual written agreement after October 31, 2021, extend the timeframe for reconveyance by an additional two years, to October 31, 2024. Such payment shall be paid all in cash. The Library District, in such event, shall convey title to the City with the same type of instrument as it received the Property from the City, and from that point in time this agreement would be considered void. In the event the construction bond is approved, the Library District shall commence construction within one year of the date of voter approval of the construction bond.
- 12. <u>Use of Property</u>. The City agrees that its portion of the Property will be dedicated to public use and will not be sold to any third party. A deed restriction shall be recorded by the Library District within a reasonable amount of time from voter approval of a construction bond that would limit the use of the Site to a library facility for a minimum of 50 years from date of opening. The Library District agrees that its portion of the Property will be developed into a public library facility provided that funding for such project is secured as provided above in Section 10.

The City, at its expense, will be allowed to use the entire site for civic purposes until the District provides the City with a notice that the District will commence construction activities in 30 days. The City agrees to hold harmless and indemnify the District from and against all claims, causes of action, and damages arising out of the City's use of the Property for any such civic purposes.

This Addendum shall become effective upon the date of the signature of the last party signing this document.

CITY OF SPOKANE VALLEY

Mark Calhoun, City Manager

Approved as to form:

Office of the City Attorney

SPOKANE COUNTY LIBRARY DISTRICT

Patrick Roewe, Executive Director

Approved as to form:

Cynthia McMullen, Counsel for SCLD

INTERLOCAL AGREEMENT FOR ACQUISITION OF REAL ESTATE BETWEEN CITY OF SPOKANE VALLEY AND SPOKANE COUNTY LIBRARY DISTRICT

This Agreement is made by and between the CITY OF SPOKANE VALLEY ("City") and the SPOKANE COUNTY LIBRARY DISTRICT, a Washington municipal corporation ("Library District") collectively referred to herein as the "Parties", based upon the following Recitals. The Agreement shall become effective as of the date the last Party hereto executes this Agreement.

RECITALS

- A. WHEREAS, the Parties each have need of acquiring real property in furtherance of their respective public purposes; and
- B. WHEREAS, four contiguous parcels of real property comprising approximately 8.4 acres located on the corner of Sprague and Herald within the City and legally described on the attached Exhibit "A", (the "Property") have been identified by the Parties as appropriate to their needs. The Spokane County parcel numbers are 45174.9053, 45174.9054, 45174.9055, and 45174.9056; and
- C. WHEREAS, City anticipates entering into negotiations with the owner of the Property, Pring Corporation ("Pring"), whereby the City would purchase the Property from Pring; and
- D. WHEREAS, the Library District for its purposes needs between two and one-half and three and one-half acres of the Property while the City needs the balance; and

- E. WHEREAS, the Parties hereto wish to enter into this Agreement for the purpose of agreeing to jointly develop the Property and to provide for dividing the Property between the City and the Library District at a later date such that the interests of both Parties will be served; and
- F. WHEREAS, the Parties acknowledge that there will be costs to construct frontage improvements directly related to the anticipated development activity of the respective Parties, and that the Parties need to apportion those costs between themselves; and
- G. WHEREAS, pursuant to RCW 36.34.340, the City is authorized to acquire by purchase title to real property for park and recreational purposes; and
- H. WHEREAS, RCW 39.33.010 authorizes governmental entities to transfer real property between themselves as set forth in RCW 39.33.020, and
- I. WHEREAS, RCW 39.34.030(1) provides that any power or authority capable of being exercised by a public agency of this state may be exercised jointly with any other public agency of this state.

NOW THEREFORE, based upon the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. **Joint Board**. No joint board or agency shall be created as a result of this interlocal agreement between the Parties. Any action taken pursuant to the terms of this agreement must be separately approved by the governing boards of each Party.
- 2. <u>Purchase of Property</u>. The City will negotiate in good faith with Pring regarding a Real Estate Purchase and Sale Agreement (the "Purchase and Sale Agreement") for the purchase of the Property.
- 3. **Purchase Price.** The Library District, contemporaneous with the Closing between the City and Pring, and subject to mutual agreement on the price paid by the City to Pring, shall pay to the City an amount equal to the per square foot Purchase Price of the Property based upon the total number of square feet of the Property determined by the survey times two and one-half acres (108,900 sq. ft.) together with the same proportionate share of any survey, title, recording, closing, and phase I environmental audit costs. Any appraisal fees shall be paid entirely by the City. The City is not represented by any Realtor, and shall not pay any fees related to services provided by any Realtor related to purchasing the Property unless otherwise agreed to in writing.

- 4. <u>Title</u>. The Parties agree that the Purchase and Sale Agreement shall reflect that the Purchase Price at Closing shall be paid in cash and that title to the Property shall be taken in the name of the City, subject to the contract right of ownership by the Library District of at least 2.5 acres, as identified in this Agreement. This contract right of ownership is enforceable in an action for specific performance.
- 5. <u>Closing</u>. Closing of the transaction to purchase the Property shall occur on or before a date mutually acceptable to the City and Pring.
- 6. **Joint Site Development Plan**. Within one year following the Closing, the Parties shall work together to
 - A. mutually select a consultant team; and
 - B. draft and finalize a Joint Site Development Plan with the goal of agreeing, among other things, on how much of the Property the Library District will require for its purposes, and location of the same.

The Parties intend that the Joint Site Development Plan shall include building footprints, parking, curb cuts, sidewalks, storm water management, access including reciprocal access and parking easements if any, and any other matters that the Parties deem desirable to be included as part of such Joint Site Development Plan. The Library District anticipates that its needs will include the following:

- A. A minimum of a 30,000 square foot building on one floor, that will serve as a destination facility with programming intended to draw participants from the Spokane County region.
- B. The exterior building image should provide a sense that this building is a library and an important civic and community building. This can be accomplished by using timeless, quality materials like brick, stone, concrete and composite metal panels to name a few.
- C. Site Requirements:
 - Building footprint a minimum of 30,000 square feet.
 - Vehicular access required for rear service entrance.

- Appropriate parking to meet the City's code minimum requirements for a public library, with a 100 seat meeting room.
- Require frontage on or clear visibility from Sprague Avenue but not from behind a parking lot.
- At least one side of library building adjacent and open to landscaped park area.

The City anticipates that its needs will include the following:

- A. Land for a park or other civic uses
- B. Due to civic nature of the site, shared hardscape such as walkways and plaza anticipated
- C. Potential amenities to consider:
 - parking
 - reading garden
 - public market space
 - civic plaza and fountain
 - flag display/Veteran's memorial
 - small picnic shelter
 - large shelter
 - performance/gathering place
 - seasonal café place
 - open field
 - walking loop/trail

• art/sculpture walk

D. Site requirements:

- Public access to library restrooms
- Park frontage on Sprague
- Off-street parking for City users (shared parking with library)

Fundamental to the understanding between the Parties hereto is that as of the date hereof, neither Party is in a position to know precisely how the Property should be divided such that the resulting two parcels will maximize the use and benefit to each Party of the Property for the Parties' respective needs to the extent allowed by law. To that end, the Parties agree that as of the date hereof, the number of square of feet and the precise location of the boundary line to be created cannot be known until completion of the Joint Site Development Plan. The Parties therefore agree to cooperate in good faith with each other to arrive at a mutually satisfactory arrangement for dividing the property as reflected in the Joint Site Development Plan. Any engineering or other consulting fees incurred in this process shall be split equally.

Allocation of costs for a traffic study that addresses impacts of anticipated development is the subject of a separate Memorandum of Understanding between the Parties. Based upon the traffic study, the Parties have identified certain right-of-way improvements or site-wide improvements (collectively referred to as "frontage improvements) that are necessary for the respective proposed projects. The Parties agree to split the frontage improvements currently identified in the traffic study on an equal basis. The frontage improvements currently identified are set forth in Exhibit B, attached hereto.

Allocation of additional costs for any other frontage improvements that are necessitated by or otherwise determined as part of the Joint Site Development Plan will be as agreed by the Parties within 30 days of completion of the Joint Site Development Plan. The Parties will negotiate the allocation of any such additional frontage improvement costs in good faith.

7. **Property Adjustment**. If, as a result of the Joint Site Development Plan process the Library District determines that it needs more than 2.5 acres, then the City agrees that it will sell to the Library District at the original per square foot Purchase Price up to one additional acre of the Property. Payment to the City by the Library District of any additional property in excess of the original 2.5 acres shall be made on or before recording of the Deed described in Section 8 below. Any costs incurred for the boundary line adjustment process, and any surveying fees and fees for preparation and recording of the Deed shall be paid for by the Library District. Any legal fees incurred by the Parties shall be the separate responsibility of each.

- 8. <u>Deed to Library District</u>. Within 30 days after completion of the Joint Site Development Plan, the Parties will cooperate to initiate the process to adjust the boundary line as agreed in the Joint Site Development Plan through a boundary line adjustment. Within 10 days of the completion of the boundary line adjustment, the City will convey to the Library District by deed that portion of the Property designated for the Library District on the Joint Site Development Plan to the Library District.
- 9. Failure of Joint Site Development Plan. In the event that, despite their good faith best efforts, the Parties are unable to agree on a Joint Site Development Plan as described above, and absent an agreement between the Parties to extend the deadline for developing such Joint Site Development Plan, then City shall, within 60 days after the final deadline for developing the Joint Site Development Plan, reimburse the Library District the full amount of that portion of the Purchase Price together with the pro-rata share of any survey, title, recording, closing, and phase I environmental audit costs paid by the Library District and from that point in time this agreement would be considered void. Each Party shall pay one-half of the costs of the Joint Site Development Plan if the project does not go forward, either due to failure to agree on a Joint Site Development Plan or because the District does not pass its bond as set forth in Section 10.
- 10. **Re-Purchase by City**. In order to construct a library building and ancillary improvements on the portion of the Property acquired by the Library District, it is anticipated that the Library District will need to secure voter approval of a District-wide bond levy covering this and other projects. Without voter approval of such bond, the Library District will not be in a position to develop its portion of the Property. The Parties agree that in the event that the Library District has not, within five years following the Closing, secured voter approval of a construction bond for the library building and ancillary improvements in such amount as shall be determined necessary by the Library District, that thereafter the Library District shall reconvey all of the Property back to the City at the same price paid by the Library District to the City. Such payment shall be paid all in cash. The Library District, in such event, shall convey title to the City with the same type of instrument as it received the Property from the City, and from that point in time this agreement would be considered void. In the event the construction bond is approved, the Library District shall commence construction within one year of the date of voter approval of the construction bond.
- 11. <u>Maintenance Costs</u>. The City agrees to maintain the Property, including that portion deeded to the Library District, until such time as the Library District shall begin development of its property. Maintenance is anticipated to include weed control and trash removal, and the Library District agrees to reimburse the City on an annual basis its proportionate share of such costs. The District and City shall negotiate in good faith the allocation of maintenance costs for the external library grounds both during the period of construction of the library facility, as well as maintenance costs once the facility is constructed.
- 12. <u>Use of Property</u>. The City agrees that its portion of the Property will be dedicated to public use and will not be sold to any third party. The Library District agrees that its portion of

the Property will be developed into a public library facility provided that funding for such project is secured as provided above in Section 10.

The City, at its expense, will be allowed to use the entire site for civic purposes until the District provides the City with a notice that the District will commence construction activities in 30 days. The City agrees to hold harmless and indemnify the District from and against all claims, causes of action, and damages arising out of the City's use of the Property for any such civic purposes.

- 13. **<u>Binding Effect</u>**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, legal representative, agents, attorneys, successors and assigns.
- 14. **Entire Agreement**. This Agreement is the sole and entire agreement between the Parties, and there is no other agreement, either oral or in writing, which modifies the terms of this Agreement. No statement, promises, or inducements made by either Party or any agent of either Party that is not contained in this written Agreement shall be valid or binding. Any enlargement, modification or alteration of this Agreement is binding only if executed in writing and signed by all Parties hereto.
- 15. <u>Attorneys' Fees</u>. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover expenses, including reasonable attorneys' fees, at all trial and appellate levels, including any bankruptcy proceedings.
- 16. <u>Venue</u>. This Agreement is entered into in the State of Washington and venue of any action shall be the Superior Court for Spokane County.
- 17. <u>Notices</u>. All notices, demands or other communications which are required or permitted to be given under this Agreement shall be in writing, and either personally delivered or mailed to the other Party at the address set forth below its signature on this Agreement, or at such other addresses as either party may give to the other by notice in writing pursuant to the terms of this paragraph.
- 18. <u>Waiver</u>. Waiver by either Party of any covenant, condition or provision of this Agreement shall not operate as or be considered to be a waiver by such Party of any other covenant, condition or provision hereof, or of any subsequent breach of either Party.
- 19. <u>Additional Acts</u>. The Parties each hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered, any and all such further acts, documents and assurances as may be reasonably required to consummate the transaction contemplated hereby.

- 20. <u>Recording of Agreement</u>. Pursuant to the provisions of RCW 39.34.040, this Interlocal Agreement shall be filed with the office of the Spokane County Auditor.
- 21. <u>Negotiation and Construction</u>. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
- 22. Representation of Authority. Each person who executes this Agreement represents and warrants to the Parties that he or she has the authority to do so.

SPOKANE COUNTY LIBRARY DISTRICT By: Mancy Redubble Print Name: Nancy Ledeboer	By: Mike Jackson
Title: <u>Evecutive Divector</u> Address: <u>4322 N. Argonne</u>	Title: <u>City Manager</u> Address: <u>11707 & Sprague</u>
Spo Kane, WA Dated: 9/19/12	Spokane Valley, Wa Dated: 9/26/12
Approved as to Form: War Garage Philip S. Brooke, Attorney at Law	Approved as to Form: City Attorney
Dated: 9/19/12	Dated: 9-26-12

EXHIBIT "A"

The southeast quarter of the southwest quarter of the southeast quarter of Section 17, Township 25 North, Range 44 East, W.M., in the City of Spokane Valley, Spokane County, Washington;

Excepting therefrom the West 20 feet;

Further excepting therefrom the North 15 feet;

Further excepting therefrom the South 80 feet for Sprague Avenue.

Spokane Co. parcel no.s 45174.9053, 45174.9054, 45174.9055, and 45174.9056

Frontage Improvements Cost Estimate

EXHIBIT B

Project Name:

Spokane County Library - Proposed Main Library Site Frontage Improvements: Herald Rd.; Main Ave.

Prepared By: Preparation Date: Bryan D. Hicks, P.E. July 18, 2012



700,989

ITEM#	WSDOT STD, SPEC,	WSDOT STD.#	ITEM DESCRIPTION .	UNIT OF MEASURE	PLANNED QUANTITY	E8	TIMATED UNIT PRICE	EST	IMATED ITEM PRICE
1	1-09.7	0001	MOBILIZATION	L.S.	1	\$	31,500.00	\$	31,500
2	1-05.4	7038	ROADWAY SURVEYING	L,S,	1	\$	1,500.00	\$	1,600
5	1-07.15	7736	SPCC PLAN	L,S.	1	\$	500,00	69	500
9	1-10.3	6971	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	4,000,00	\$	4,000
10	2-01_	0035	CLEARING AND GRUBBING	L.S.	1	\$	4,000.00	\$	4,000
12	2-02		SAWCUT ASPHALT PAVEMENT	L.F.	1,300	\$	1.50	\$	1,950
14	2-03	0310	ROADWAY EXCAVATION & EMBANKMENT, INCL. HAUL	C.Y.	738	\$	16.00	\$	11,808
17	4-04	5115	CRUSHED SURFACING TOP COURSE	C,Y.	368	\$	48.00	\$	17,664
19	5-04		HMA CL. 1/2", 0.25 FT. DEPTH, PG 64-28	8.Y.	144	\$	24.00	\$	3,456
20	5-04		HMA CL. 1/2", 0.33 FT. DEPTH, PG 64-28	S.Y.	872	\$	20.00	\$	17,440
26	7-05	1062	PRECAST CONCRETE DRYWELL TYPE B - SWALE	EACH	3	\$	3,400.00	\$	10,200
34	8-01		TEMPORARY EROSION & SEDIMENT CONTROL	L.S.	1	\$	1,500.00	\$	1,500
35	8-02		SWALE EXCAVATION INC. HAUL	C.Y.	380	\$	23,00	\$	8,740
36	8-02	6405	TOPSOIL TYPE A	C.Y.	160	\$	33.00	\$	4,950
39	8-02	6555	SOD INSTALLATION	S,Y.	1,361	\$	8,00	\$	10,888
40	8-03	6071	IRRIGATION SYSTEM	L,S.	1,	\$	7,500.00	\$	7,500
42	8-04	6700	CEMENT CONC. TRAFFIC CURB & GUTTER	L.F.	1,225	\$	13.00	\$	15,925
43	8-04	6707	CEMENT CONC. PEDESTRIAN CURB	L,F.	80	\$	18,00	\$	1,440
44	8-04	1070	CEMENT CONC./QUARRY SPALL SPILLWAY	S,Y.	20	\$	50,00	\$	1,000
46	8-06	7059	CEMENT CONCRETE DRIVEWAY APPROACH	S.Y.	186	\$	44.00	\$	8,184
47	8-14	7055	CEMENT CONCRETE SIDEWALK	\$.Y.	727	\$	34.00	\$	24,718
48	8-14	7058	CEMENT CONCRETE CURB RAMP TYPE A	EACH	4	\$	1,250.00	\$	5,000
51	8-20	6912	HAWK PEDESTRIAN SIGNAL	L.S.	1	\$	200,000.00	\$	200,000
			TOTAL CONSTRUCTION ESTIMATE					\$	393,863

Contingency (25%)		\$	98,466
Inflation Adjustment Factor (4%/yr)	2 years	\$	31,509
Construction Sub-Total		\$	523,838
PE (15%)		\$	78,576
CE (15%)		\$	78,576
Utility Allowance - Undergrounding of overhead lines (E	ast side of Herald)	\$	20,000
Right Of Way		\$	
			

Cost Estimate Assumptions:

Includes pavement widening, sidewalk, curb & gutter and swales for frontage of undeveloped parcel along Herald Rd. and Main Ave. Estimate does not include frontage improvements in front of existing Balfour Park on Main Ave or Balfour Rd. Includes HAWK Pedestrian Crossing Signal on Sprague Ave.

Main Ave. - (Herald Rd. to Felts Rd.) Local Access Street; L ≃ 650-ft 3" HMA over 6" CSTC; Ex. Width: 30-ft wide; No additional widening req'd 10-ft swale; 6-ft sidewalk,

Herald Rd. - (Sprague Ave. to Main Ave.) Collector Street; L = 575-ft 4" HMA over 6" CSTC; Ex. Width: 25 to 30-ft; Widen to 40-ft 10-ft swale; 6-ft sidewalk

TOTAL PROJECT ESTIMATE



2020 Reciprocal Use Report

Background

The following statistics detail reciprocal use between 1.) Spokane County Library District and Spokane Public Library, and 2.) Spokane County Library District and Liberty Lake Municipal Library for 2020. As per a requirement in the interlocal agreements with both libraries, reciprocal use statistics are to be reported on an annual basis to each respective partner.

Due to the COVID-19 pandemic, all public libraries in Washington closed in mid-March. By early summer, Spokane County Library District, Spokane Public Library, and Liberty Lake Municipal Library were able to offer curbside-only services, and the libraries were open to limited capacity in-person services briefly in the fall. Given the unusual circumstances, 2020 reciprocal use statistics are presented with limited comparisons and no analysis of what the data may indicate.

Please note the reciprocal agreements do not include digital circulation. Thus, the circulation numbers in this report are for the checkout of physical items only.

Operations Director Doug Stumbough will be available to answer questions about the report.

Recommended Action: This item is for your information, with no formal action required.

	S	SPOKANE COUNTY LIBRARY DISTRICT								
4		CARDHOLDERS								
		TOTAL		SPOKAN	NE CITY RES	IDENTS	% SPOK	ANERES		
	2019	2020	change %	2019	2020	change %	2019	2020		
SCLD Total	111,901	112,233	0.30%	17,004	16,076	-5.46%	15.2%	14.3%		
Airway Heights	4,723	4,635	-1.86%	318	343	7.86%	6.7%	7.4%		
Argonne	9,776	9,334	-4.52%	1,199	1,080	-9.92%	12.3%	11.6%		
The BookEnd	1,032	1,113	7.85%	115	130	13.04%	11.1%	11.7%		
Cheney	8,251	7,820	-5.22%	244	233	-4.51%	3.0%	3.0%		
Deer Park	6,509	6,294	-3.30%	132	116	-12.12%	2.0%	1.8%		
Fairfield	606	619	2.15%	6	7	16.67%	1.0%	1.1%		
Medical Lake	2,743	2,628	-4.19%	79	73	-7.59%	2.9%	2.8%		
Moran Prairie	11,321	10,894	-3.77%	4,682	4,377	-6.51%	41.4%	40.2%		
North Spokane	28,430	27,454	-3.43%	8,295	7,897	-4.80%	29.2%	28.8%		
Otis Orchards	3,883	3,726	-4.04%	45	41	-8.89%	1.2%	1.1%		
Spokane Valley	34,627	36,619	5.75%	1,889	1,779	-5.82%	5.5%	4.9%		

	CIRCULATION*							
	TOTAL SPOKANE CITY RESIDENTS % SPOKANE RES						ANERES	
	2019	2020	change %	2019	2020	change %	2019	2020
SCLD Total	2,012,498	635,622	-68.42%	255,493	113,314	-55.65%	12.7%	17.8%
Airway Heights	65,281	21,046	-67.76%	5,005	2,669	-46.67%	7.7%	12.7%
Argonne	143,973	47,039	-67.33%	8,979	3,642	-59.44%	6.2%	7.7%
The Book End	46,817	12,730	-72.81%	3,456	769	-77.75%	7.4%	6.0%
Cheney	152,955	50,315	-67.10%	2,123	539	-74.61%	1.4%	1.1%
Deer Park	151,546	48,160	-68.22%	2,414	740	-69.35%	1.6%	1.5%
Fairfield	14,093	6,187	-56.10%	57	0	-100.00%	0.4%	0.0%
Medical Lake	50,191	14,521	-71.07%	759	397	-47.69%	1.5%	2.7%
Moran Prairie	205,462	72,170	-64.87%	78,409	36,724	-53.16%	38.2%	50.9%
North Spokane	545,073	173,738	-68.13%	135,264	61,565	-54.49%	24.8%	35.4%
Otis Orchards	63,576	21,464	-66.24%	410	87	-78.78%	0.6%	0.4%
Spokane Valley	573,531	168,252	-70.66%	18,617	6,182	-66.79%	3.2%	3.7%
	*Excludes digital	circulation	7					

*	SPOKANE PUBLIC LIBRARY									
	CARDHOLDERS									
		TOTAL	DIST	RICTRESID	% DISTRICT					
	2019	2020	change %	2019	2020	change %	2019	2020		
SPL Total	238,347	251,590	5.56%	33,336	35,789	7.36%	14.0%	14.2%		
Downtown	108,294	110,968	2.47%	14,047	14,377	2.35%	13.0%	13.0%		
East Side	8,762	9,839	12.29%	1,913	2,407	25.82%	21.8%	24.5%		
Hillyard	18,349	19,471	6.11%	2,050	2,226	8.59%	11.2%	11.4%		
Indian Trail	10,222	11,690	14.36%	1,580	1,845	16.77%	15.5%	15.8%		
Outreach	1,204	788	-34.55%	8	0	-100.00%	0.7%	0.0%		
Shadle	51,574	53,647	4.02%	7,439	7,943	6.78%	14.4%	14.8%		
South Hill	41,262	44,684	8.29%	6,293	6,979	10.90%	15.3%	15.6%		

	CIRCULATION*								
	TOTAL			DIST	RICTRESID	% DISTRICT			
2019		2020	change %	2019	2020	change %	2019	2020	
SPL Total	1,507,819	521,179	-65.43%	124,940	38,969	-68.81%	8.3%	7.5%	
Downtown	194,902	64,408	-66.95%	20,585	6,128	-70.23%	10.6%	9.5%	
East Side	78,104	36,509	-53.26%	9,135	3,667	-59.86%	11.7%	10.0%	
Hillyard	132,657	53,180	-59.91%	7,438	2,906	-60.93%	5.6%	5.5%	
Indian Trail	125,816	89,591	-28.79%	14,102	7,551	-46.45%	11.2%	8.4%	
Outreach	76,588	24,253	-68.33%	13	1	-92.31%	0.0%	0.0%	
Shadle	406,948	45,050	-88.93%	33,655	3,698	-89.01%	8.3%	8.2%	
South Hill	486,859	220,916	-54.62%	39,694	17,090	-56.95%	8.2%	7.7%	
West Central Kiosk	5,842	4,711	-19.36%	307	242	-21.17%	5.3%	5.1%	
*Excludes digital circulation									

	S	POKA	NE CO	UNTY	LIBRA	RY DIS	STRICT	•	
4	CARDHOLDERS								
		TOTAL			LAKE RES		% LL RES		
	2019			2019 2020 change %			2019 2020		
SCLD Total	111,901	112,233	0.30%	740	762	2.97%	0.66%	0.68%	
Airway Heights	4,723	4,635	-1.86%	5	3	-40.00%	0.11%	0.06%	
Argonne	9,776	9,334	-4.52%	31	29	-6.45%	0.32%	0.31%	
The BookEnd	1,032	1,113	7.85%	94	98	4.26%	9.11%	8.81%	
Cheney	8,251	7,820	-5.22%	3	3	0.00%	0.04%	0.04%	
Deer Park	6,509	6,294	-3.30%	1	1	0.00%	0.02%	0.02%	
Fairfield	606	619	2.15%	1	1	0.00%	0.17%	0.16%	
Medical Lake	2,743	2,628	-4.19%	1	2	100.00%	0.04%	0.08%	
Moran Prairie	11,321	10,894	-3.77%	8	7	-12.50%	0.07%	0.06%	
North Spokane	28,430	27,454	-3.43%	18	22	22.22%	0.06%	0.08%	
Otis Orchards	3,883	3,726	-4.04%	195	206	5.64%	5.02%	5.53%	
Spokane Valley	34,627	36,619	5.75%	383	390	1.83%	1.11%	1.07%	
						•	•		
	CIRCULATION*								
	TOTAL			LIBERTY LAKE RESIDENTS			% LL RES		
	TOTAL						2019		
2015 7 / /	2019	2020	change %	The State of the S		change %		2020	
SCLD Total	2,012,498	635,622	-68.42%	13,005	4,476	-65.58%	0.6%	0.7%	
Airway Heights	65,281	21,046		25	1	-96.0%	0.0%	0.0%	
Argonne	143,973	47,039		537	144	-73.2%	0.4%	0.3%	
The Book End	46,817	12,730	-72.81%	2,667	697	-73.9%	5.70%	5.48%	
Cheney	152,955	50,315		84	0	-100.0%	0.1%	0.0%	
Deer Park	151,546	48,160	-68.22%	13	0	0.0%	0.0%	0.0%	
Fairfield	14,093	6,187	-56.10%	0	0	0.0%	0.0%	0.0%	
Medical Lake	50,191	14,521	-71.07%	10	1	-90.0%	0.0%	0.0%	
Moran Prairie	205,462	72,170		49	5	-89.8%	0.0%	0.0%	
North Spokane	545,073	173,738		31	36	16.1%	0.01%	0.02%	
Otis Orchards	63,576	21,464	-66.24%	2,998	1,429	-52.3%	4.72%	6.66%	
Spokane Valley	573,531	168,252	-70.66%	6,591	2,163	-67.2%	1.15%	1.29%	

As with past years, LLML was not able to provide complete reciprocal use statistics (it has not been able to provide complete statistics since the inception of the agreement). LLML did report that 2,345 of its 6,417 registered cardholders live outside of Liberty Lake; however, its ILS (Integrated Library System) is not set up to provide how many of those cardholders specifically reside in the District's service area or the number of items District residents have checked out.

*Excludes digital circulation



COLLECTION DEVELOPMENT

BACKGROUND

The purpose of this policy is to define the District's responsibility to establish and maintain a collection of materials to meet the cultural, informational, educational, and recreational needs of District residents.

The District's commitment to intellectual freedom is a cornerstone of its purpose and function as a public library. Ingrained in that commitment is the recognition that it is the responsibility of the library customer to self-determine what library resources are most appropriate for them, and as applicable, their children. Neither the library nor others have the right to monitor, limit, or otherwise restrict the freedom of library customers to read, view or inquire. This policy is an essential statement on that commitment to intellectual freedom.

The key recommended revisions follow.

- Expansion of the District's diversity statement in order to better align with the District's mission, vision, and guiding principles, which were approved by the Board of Trustees in April 2019.
- Extension of the timeframe in which to receive a written response to a Request for Review of Library Materials from 14 days to 15 business days. This extension is necessary to provide responsible staff the needed time to locate the item in question, place a hold, and have it transferred between locations, all with enough time to conduct a thorough review. A combination of item availability, library open days, courier transfer times, and/or staff schedules can inadvertently compressed the timeframe for the required review, and this extension would alleviate that. Staff will continue to complete the process in as timely a manner as possible.

Additional minor revisions for clarity and updates to preferred nomenclature were also recommended.

The recommended revisions have been reviewed by the District's legal counsel.

Executive Director Patrick Roewe and Collection Services Director Andrea Sharps will be available to answer any questions on the proposed policy.

Following are an edited copy of the current policy, with revisions indicated by strikethrough (removal) or underline (addition), as well as a clean copy of the recommended policy.

Recommended Action: Board motion to approve the Collection Development policy, as revised.





SPOKANE COUNTY LIBRARY DISTRICT

Current/Existing Policy

POLICY: COLLECTION DEVELOPMENT APPROVAL DATE: 6/14/1986 June 14, 1986 REVISION DATE: 8/21/2018 February 16, 2021

RELATED POLICIES:

Computer, Wireless Network and Internet Use Fixed Assets Gifts Customer Privileges and Responsibilities Naming and Recognition

STATUTORY REFERENCE: RCW 27.12.210(9)

Purpose

Defines Spokane County Library District's responsibility to establish and maintain a collection of materials that meet the cultural, informational, educational, and recreational needs of District residents.

Policy

Spokane County Library District's (the District) Board of Trustees recognizes that within the District's service area there are individuals and groups with diverse interests, backgrounds, ages, <u>life experiences</u>, and <u>information</u> needs, and that the District was created to serve all of the people within the communities it serves.

The Collection Development policy is based on and reflects the District's mission, vision, values guiding principles, and strategic goals priorities.

The District is a popular materials library. Library materials will be selected and retained in a variety of formats and comprehension levels, including digital content, to serve cultural, informational, educational, and recreational interests.

Some of the factors which will be considered in adding to or removing materials from the library collection shall include: present collection composition, current and anticipated community needs, public interest, demand, timeliness, audience, current or historical significance of author or subject, diversity of viewpoint, community relevance, effective expression, cost and funding, and shelf space.

The District neither encourages nor discourages any particular viewpoint. No library materials that meet the District's selection criteria shall be excluded because of the origin, background, or views of the author or those contributing to its creation. Selection of materials by the District does not mean represent endorsement of the contents or the views expressed in those materials. Not all materials will be suitable for all members of the community.

The District shall be responsive to public suggestion of titles and subjects to be included in the library collection when these requests meet selection criteria. Remaining requests may be met through resource sharing with other libraries (interlibrary loan), electronic retrieval, or other means when feasible.



Gifts of materials may be accepted with the understanding that the same standards of selection are applied to gifts as to materials acquired by purchase, and that any gifts may be discarded at the District's discretion.

As a popular materials library, the systematic removal of materials is critical for maintenance of the collection. An item will be transferred or removed from the collection for any of the following reasons: poor physical condition, obsolete information, insufficient public use, number of copies exceeds demand, availability of similar or more recently published materials in the subject area, and prohibitive cost of maintaining the material.

The library collection shall be organized and maintained to facilitate access. There shall be no prejudicial labeling, sequestering, or alteration of materials because of controversy surrounding the author or the subject matter.

The Board of Trustees delegates its authority to purchase library materials to the District's Executive Director or designees.

The Board believes that reading, listening to, and viewing library materials are individual, private matters. Individuals are free to select or reject materials based on personal values; however, they cannot restrict the freedom of others to read, view or inquire. Only parents or guardians have the right and responsibility to guide and direct the reading, listening, and viewing of their own minor children. While available to provide guidance on selections, library staff members are not responsible for monitoring a child's use of and selection from library collections.

The Board of Trustees recognizes the right of individuals to question the inclusion of materials in the District's collection. A library customer questioning material in the collection is encouraged to talk with designated members of the staff concerning such material. If a library customer wishes to formally state his/her their opinion and is a District resident as defined in the Customer Privileges and Responsibilities policy ("Persons who reside in unincorporated Spokane County or an annexed or contracting city or town."), he or she they may complete a formal Request for Review of Library Materials form. Only District residents will receive a written response to a Request for Review of Library Materials form. An initial written response will be sent within 44 15 business days of receiving the request. Material that has been questioned will remain in the active collection until the District has made a determination of its status. Request for Review of Library Materials forms will not be accepted from customers who do not reside in the District.

The Executive Director will establish administrative procedures necessary to implement this policy. Any appeal of an administrative action under this policy will first be made in writing to the Executive Director and then to the Board of Trustees.

The District will make a good faith effort to implement this policy in a fair and consistent manner.



SPOKANE COUNTY LIBRARY DISTRICT

Draft Policy

POLICY: Collection Development APPROVAL DATE: June 14, 1986 REVISION DATE: February 16, 2021

RELATED POLICIES:
Computer, Wireless Network and Internet Use
Fixed Assets
Gifts
Customer Privileges and Responsibilities
Naming and Recognition

STATUTORY REFERENCE: RCW 27.12.210(9)

Purpose

Defines Spokane County Library District's responsibility to establish and maintain a collection of materials that meet the cultural, informational, educational, and recreational needs of District residents.

Policy

Spokane County Library District's (the District) Board of Trustees recognizes that within the District's service area there are individuals and groups with diverse interests, backgrounds, ages, life experiences, and information needs, and that the District was created to serve all of the people within the communities it serves.

The Collection Development policy is based on and reflects the District's mission, vision, guiding principles, and strategic priorities.

The District is a popular materials library. Library materials will be selected and retained in a variety of formats and comprehension levels, including digital content, to serve cultural, informational, educational, and recreational interests.

Some of the factors which will be considered in adding to or removing materials from the library collection shall include: present collection composition, current and anticipated community needs, public interest, demand, timeliness, audience, current or historical significance of author or subject, diversity of viewpoint, community relevance, effective expression, cost and funding, and shelf space.

The District neither encourages nor discourages any particular viewpoint. No library materials that meet the District's selection criteria shall be excluded because of the origin, background, or views of the author or those contributing to its creation. Selection of materials by the District does not represent endorsement of the contents or the views expressed in those materials. Not all materials will be suitable for all members of the community.

The District shall be responsive to public suggestion of titles and subjects to be included in the library collection when these requests meet selection criteria. Remaining requests may be met through resource sharing with other libraries (interlibrary loan), electronic retrieval, or other means when feasible.





Gifts of materials may be accepted with the understanding that the same standards of selection are applied to gifts as to materials acquired by purchase, and that any gifts may be discarded at the District's discretion.

As a popular materials library, the systematic removal of materials is critical for maintenance of the collection. An item will be transferred or removed from the collection for any of the following reasons: poor physical condition, obsolete information, insufficient public use, number of copies exceeds demand, availability of similar or more recently published materials in the subject area, and prohibitive cost of maintaining the material.

The library collection shall be organized and maintained to facilitate access. There shall be no prejudicial labeling, sequestering, or alteration of materials because of controversy surrounding the author or the subject matter.

The Board of Trustees delegates its authority to purchase library materials to the District's Executive Director or designees.

The Board believes that reading, listening to, and viewing library materials are individual, private matters. Individuals are free to select or reject materials based on personal values; however, they cannot restrict the freedom of others to read, view or inquire. Only parents or guardians have the right and responsibility to guide and direct the reading, listening, and viewing of their own minor children. While available to provide guidance on selections, library staff members are not responsible for monitoring a child's use of and selection from library collections.

The Board of Trustees recognizes the right of individuals to question the inclusion of materials in the District's collection. A library customer questioning material in the collection is encouraged to talk with designated members of the staff concerning such material. If a library customer wishes to formally state their opinion and is a District resident as defined in the Customer Privileges and Responsibilities policy ("Persons who reside in unincorporated Spokane County or an annexed or contracting city or town."), they may complete a *Request for Review of Library Materials* form. An initial written response will be sent within 15 business days of receiving the request. Material that has been questioned will remain in the active collection until the District has made a determination of its status. *Request for Review of Library Materials* forms will not be accepted from customers who do not reside in the District.

The Executive Director will establish administrative procedures necessary to implement this policy. Any appeal of an administrative action under this policy will first be made in writing to the Executive Director and then to the Board of Trustees.

The District will make a good faith effort to implement this policy in a fair and consistent manner.



EXHIBITS AND DISPLAYS

BACKGROUND

The purpose of this policy is to provide guidelines for the display of artwork, cultural and educational displays, and private collections in District libraries.

The recommended revisions are intended to directly identify potential audiences, and to provide more specific guidance on what kinds of content would not be permitted.

The recommended revisions have been drafted in collaboration with the District's legal counsel.

Executive Director Patrick Roewe will be available to answer any questions on the proposed policy.

Following are an edited copy of the current policy, with revisions indicated by strikethrough (removal) or underline (addition), as well as a clean copy of the recommended policy.

Recommended Action: Board motion to approve the Exhibits and Displays policy, as revised.



SPOKANE COUNTY LIBRARY DISTRICT

Current/Existing Policy

POLICY: EXHIBITS AND DISPLAYS
Approval Date: February 19, 2013

Review Date: February 19, 2019 16, 2021

Related Policies

Facility Use for Political Purposes Code of Conduct

Purpose

To provide guidelines for the display of artwork, cultural and educational displays, and private collections in District libraries.

General Policy

The District encourages displays and exhibits of art work, photography, or other articles subject to the following conditions:

- All displays and exhibits must be approved by designated District staff. The District may establish
 criteria regarding the nature and duration of the display or exhibit. Preference may be given to
 identified partner organizations.
- All displays and exhibits must be suitable for display to a diverse audience including children.
- <u>Displays and exhibits that contain profanity, obscenity, or explicit sexual imagery, nudity, graphic depictions of violence, or would create a hostile environment are not permitted.</u>
- The District assumes no legal or financial responsibility for loss or damage to items loaned for display and/or exhibit. Any exceptions to this condition must be in writing and agreed to signed by the Executive Director or designee prior to the exhibit or display.
- Art works on exhibit may be offered for sale; however, prices may not be posted.
- Items may be refused for display if, in the judgment of the District, they would detract from the appearance of the facility, are poorly executed, or may violate any applicable provisions of law or other District policy.
- The physical characteristics of the display or exhibit will not interfere with normal library operations.
- Approval of items for display and exhibition does not constitute or imply District endorsement of the individual or organization submitting the item(s), or their content.

The Executive Director will establish administrative procedures necessary to implement this policy. Any appeal of an administrative action under this policy will first be made in writing to the Executive Director and then to the Board of Trustees.

The District will make a good faith effort to implement this policy in a fair and consistent manner.



SPOKANE COUNTY LIBRARY DISTRICT

Draft Policy

POLICY: EXHIBITS AND DISPLAYS Approval Date: February 19, 2013 Review Date: February 16, 2021

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COVID-19 Response Update - February 16, 2021

Background

Governor Jay Inslee announced, effective January 11, 2020, the state of Washington would launch "Healthy Washington – Roadmap to Recovery," which will use a regional approach for its upcoming phased recovery plan. Spokane County is in the "East Region" of the plan, which uses new public health metrics for determining when regions can move forward in phases.

Every two weeks, DOH will update the Healthy Washington – Roadmap to Recovery dashboard with the latest data and region phase designations. A region may move into a new phase (forward or backward) if their metrics meet/maintain certain criteria using the most recent complete data. This move will take effect the Monday after the dashboard is updated. As of this writing, the East Region remains in Phase 1 of the new plan, with the next update planned for February 12, 2021.

All library services suspensions or extensions previously discussed with and/or approved by the Board remain in effect.

Staff health self-screening

No changes since last update. To better comply with the state-issued requirement to screen and monitor employee health, staff have been conducting health self-assessments prior to reporting to work on site. In order to encourage more consistent participation in and tracking of this requirement, we have transitioned to app-based reporting of the daily employee health self-assessment, using the ProtectWell app. Staff are continuing to adapt to this new reporting model.

Staffing

No changes since the last update. As previously discussed, the District has adjusted its staffing model in response to the pandemic. While we previously had staff potentially work multiple locations throughout the District, we have assigned staff to scheduling groups in which a limited number of staff are assigned to the same library or libraries, as an additional mitigation effort. Consequently, in the event that an employee tests positive, one or more libraries may be closed during the CDC recommended self-quarantine period due to the potential of close-contact exposure, as we don't have sufficient staff to cover the absences.

Alternative services

No changes since the last update. Curbside Pickup and Remote Printing and Pickup continues to be provided at all District libraries. Customers can submit print jobs via an online platform for curbside pickup at the library of their choice.

Remote services such as virtual programs, Book Butler, and Book a Librarian continue to be offered via the District's platforms.

A total of 55 wireless hotspots are available for customers to check-out. As previously reported, we applied for and were awarded a grant through the Washington State Library for 30 wireless hotspots and funding for the monthly data costs.

Return to in-person library services

Recently updated and released guidelines for libraries under "Healthy Washington – Roadmap to Recovery" continue to limit services in Phase 1 and Phase 2. In accordance with the guidelines, the





District has opted to continue offering curbside service in Phase 1, and is finalizing plans for transitioning to in-person services once the East Region moves into Phase 2.

Revisions at the state level to the overall plan and guidelines have prompted us to reevaluate our reopening timeline. Given the potential for both progression and regression between phases in the Governor's plan, the District will likely wait several weeks before returning to limited in-person services once the East Region progresses to Phase 2. This delay is to better ascertain phase stability for the region, as the process and effort required for implementing and/or rolling back expanded services is considerable. For example, if the East Region were to move to Phase 2 in mid-February, the District would reopen for limited in-person services in early March, following confirmation that the State's late-February assessment kept the region in Phase 2.

Executive Director Patrick Roewe will be available to answer any questions.

Recommended Action: This item is for your information, with no formal action required.



FUTURE BOARD MEETING TENTATIVE AGENDA ITEMS: MARCH - APRIL 2021

March 16, 2021: Remote Meeting Structure/Teleconference - (4:00 p.m.)

- New Spokane Valley Library: Contract for Architectural Services: Approval Recommendation (tentative)
- Children's Safety in Libraries Policy: Approval Recommendation.
- Brand Refresh Presentation (tentative)
- COVID-19 Response Update

Please send requests for agenda additions or changes to the Board Chair or Administrative Assistant no later than Tuesday, March 2, for inclusion in the preliminary agenda to be sent March 3. Meeting packets will be mailed March 10.

April 20, 2021: Remote Meeting Structure/Teleconference - (4:00 p.m.)

- New Spokane Valley Library: Update
- Confidentiality of Library Records: Approval Recommendation.
- COVID-19 Response Update

SPECIAL MEETINGS/ACTIVITIES

2021

Oct 11 All Staff Day, Whova Virtual Conference Platform



EXECUTIVE DIRECTOR'S REPORT JANUARY 2021

Business Office, Finance and Facilities - Rick Knorr

2020 General Fund

Property Tax Collections

The District received \$341,000 in tax collections in January 2021. This represents an additional 2.2% of 2020 taxes, bringing the total collected to nearly 100% of the levy.

Fiscal Report, Final 2020

The fiscal report this month is the final report for 2020. There are a few minor changes to the preliminary statement included in the previous meeting, most of which relate to small adjustments in conjunction with the fourth quarter workers' compensation and other payroll liability returns completed at the end of January.

2021 Property Tax Levy First Half Payment Due Date Extension

The Spokane County Treasurer announced on Feb. 1, a one-month extension of the due date for the first half Spokane County property taxes, from April 30 to May 31. Like last year, this extension does not apply to taxes paid on behalf of taxpayers through intermediaries (such as mortgage lenders), which account for approximately 40% of our expected spring collections. Due date extensions were also done last year and the District did not notice any material delay in tax levy collections, and no permanent uncollectible amounts, and therefore, have no reason to believe there will be any different impact on 2021 collections.

2021 General Fund

The first month of operations were not included in the financial report. Other than the tax collections previously mentioned, there is little of note after just one month of operations.

Facilities Report

Argonne Library Roof Replacement

The roofing project for Argonne is complete and the District is still waiting for county and manufacturer warranty inspections.

Outdoor Parking Lot Lighting

Upgrades for the outdoor parking lot lighting to LED have been completed for Argonne and Otis Orchards libraries since the last report.

HVAC Upgrade Project

The HVAC upgrade project began Jan. 21 at Otis Orchards Library and was substantially completed on Friday, Jan. 29. Work began at Airway Heights Library on Monday, Feb. 1, and was substantially completed by Friday, Feb. 5. Work on North Spokane Library was scheduled to begin the week of Feb. 8. A progress update will be provided at the board meeting



Human Resources - Toni Carnell

Employee turnover

The District had a small number of employee changes in January. There was one promotion—Library Supervisor to Customer Service Manager. Two transfers occurred—a Public Services Associate from Argonne to Cheney, and a Library Supervisor transferred from Airway Heights to Deer Park. No employees left the District.

Communication and Development - Jane Baker

Communication

The Communication Department has begun the process of the District's brand identity refresh. This project was shifted from last year's work plan to 2021, and includes updating the logo, colors, and fonts that are the visual representation of the Library District. A successful brand not only reflects the organization's mission, it also includes customers' perceptions and experiences. Communication is undertaking a multi-step process that includes soliciting feedback from multiple stakeholders.

Work is moving forward in the discovery phase of the process, which incorporates establishing project goals, doing a competitive analysis, and soliciting feedback from an internal advisory committee. Next phases include messaging, design, documentation, and finally a launch of the brand refresh. The launch is currently slated for late spring/early summer. The Communication Department anticipates informing the Trustees and getting feedback on the design concepts at the March meeting.

Development

The Development Department has been working with a small group of community members in establishing the Library Foundation for Spokane County, a nonprofit organization with the purpose of fundraising and capital campaign donations for the District. Establishing a foundation is standard practice for library fundraising in Washington.

The Foundation has been certified by the state and next steps include filing for federal certification. Jill's virtual networking last year has generated several additional potential board members with plans for a first meeting in February/March. A website for the Foundation is in progress and is expected to go live in early spring ahead of Library Giving Day in April.

Operations – Doug Stumbough

Curbside Pickup

In January, the libraries assisted 11,747 customers through curbside service, checking out 60,787 items. The visits are up slightly from the 11,397 customers in December, while checkouts were slightly lower than the 62,519 items checked out last month. Closures likely impacted some of those numbers, as three locations were impacted by the windstorm on Jan. 12. Airway Heights and Cheney had to close for a day due to loss of power, and Medical Lake was closed until Jan. 20, as city crews had to safely remove one tree that had fallen from a neighboring lot blocking access to the parking lot, and another near the front of the building that was damaged and had been deemed hazardous by the city.

Customer placed holds increased in January compared to the same month last year (10%), with 44,909 requests for physical items (40,477 in 2019), and up from last month (37,068).



The District is continuing to follow the guidelines issued by the Governor's Office for library operations as part of the Healthy Washington: Roadmap to Recovery plan. Libraries can resume limited in-person library services once a region has transitioned to Phase 2. The District is still finalizing its approach, but the plan at present is to wait an additional two to three weeks before returning to limited in-person services once the East Region progresses to Phase 2. The earliest possible opening date is in early March at present. Service levels would be similar to the limitations that were in place during our brief November opening.

Collection Services – Andrea Sharps

Top Checkouts and Holds

This month we focused on **OverDrive** (digital) titles with the most checkouts occurring during the month and titles with the most holds placed during the month. We also included the **adult** (**physical**) titles with the top checkouts and holds, as curbside pickup started in June 2020:

- Popular OverDrive titles January:
 - o Checkouts January 1 January 31:
 - The Duke and I by Julia Quinn. eAudiobook. (166)
 - The Cold Millions by Jess Walter. eBook. (116)
 - The Viscount Who Loved Me by Julia Quinn. eAudiobook. (86)
 - o Holds as of February 1:
 - A Promised Land by Barack Obama. eAudiobook. (170)
 - The Four Winds: A Novel by Kristin Hannah, eBook. (132)
 - Bridgerton Collection, Volume 1: Books 1-3 by Julia Quinn. eBook. (130)
- Popular Adult Book titles January:
 - Checkouts:
 - A Promised Land by Barack Obama (43)
 - The Cold Millions: A Novel by Jess Walter (43)
 - A Time for Mercy by John Grisham (35)
 - Holds:
 - The Four Winds by Kristin Hannah (61)
 - Missing and Endangered: A Brady Novel of Suspense by J.A. Jance (30)
 - Neighbors: A Novel by Danielle Steel (30)



Select Digital Circulation Statistics

hoopla Checkouts	
January 2020	2,549
January 2021	2,935
%	+15%
OverDrive	
Checkouts	
January 2020	54,335
January 2021	68,701
%	+26%
OverDrive Holds	
January 2020	19,648
January 2021	23,453
%	+19%

COLLECTION MONTHLY REPORT

January 2021

	Select Transaction Count			
Physical Collection	YTD 2020	YTD 2019	CHANGE	
Items Processed	3,002	6,696	-55%	
Interlibrary Loan Total	435	954	-54%	
Overdrive				
Total Checkouts	68,701	54,335	26%	
Total Holds	23,453	19,648	19%	
Hoopla				
Total Checkouts	2,935	2,549	15%	
	Total Items in Collection			
Material Type	YTD 2020	YTD 2019	CHANGE	
Print	321,321	316,023	2%	
Nonprint	84,886	85,889	-1%	
Overdrive	112,416	93,598	20%	
Grand Total	518,623	495,510	5%	

NOTES: PRINT = Books and Periodicals

NONPRINT = DVDs, CDs, Books on CD, and other media

OVERDRIVE = Downloadable eBooks and Audiobooks



Executive Director – Patrick Roewe

Leadership Team Updates:

The majority of this month's efforts were addressed in other agenda items. As has been the case for the last 11 months, a primary focus for me and the rest of the Leadership Team has been on continued adaptation and response to the "new normal" of the COVID-19 public health landscape and its impact on District operations. Non-emergent organizational efforts were addressed in other agenda items.

Legislative Update

The 2021 session of the Washington Legislature started January 11. Multiple pieces of legislation have been proposed that have potential to impact the efficient conduct of the public business of the District. Proposed legislation topics currently being tracked include expanded rural broadband internet access, changes to public meeting structure, changes to levy certification dates, various adjustments to property tax assessment and exemptions, and the recognition of Juneteenth as a legal state holiday. As it is still relatively early in the session, additional updates will be provided on relevant bills that progress through the legislature.

One item that has passed both chambers is Senate Concurrent Resolution 8402, which extends certain gubernatorial orders issued in response to the COVID-19 state of emergency. This extension includes Proclamation 2-28 et seq., which prohibits in-person public meetings for the duration of the declared emergency. This means that the District's Board of Trustees meetings will continue in a remote format until the state of emergency is terminated or the order is otherwise rescinded.

Community Engagement

I presented at the January 26, 2021 Spokane Valley City Council meeting and provided an update regarding plans for the new Spokane Valley Library. I appreciated the opportunity to both share with the Council our progress in the project and provide them with a general timeline on our next steps.



Operations Report January 2021

Doug Stumbough and Kristy Bateman

Service Priority Teams

Service Priority Teams

Business and Career Development (Stacey Goddard)

- The topic for this month's SBBC workshop was Financial Basics for Small Business. Five of our cohort members attended and brought a lot of questions with them.
- As part of ALA Mid-Winter, Danielle, Crystal, and I participated in a virtual "mixer" with other Libraries Build Business cohort members. We talked about the challenges and successes with our respective programs, thus far, and answered questions on a range of topics. It was exciting to see librarians around the country interested in how they might be able to scale our projects for their communities!
- January saw the return of our regular monthly SCORE workshops. While only one person attended, we anticipate more participation in future months as we rebuild our audience.
- Crystal helped a woman via a phone Book-a-Librarian appointment who had been unsuccessful
 getting answers to her unemployment claim questions. Crystal got the unemployment handbook
 printed and delivered to her via curbside pickup and called WorkSource Spokane and arranged a
 phone appointment for her with a claim specialist.

Early Learning (Mary Ellen Braks)

- We delivered our first online STARS training, Best Picture Books of 2020, for childcare providers.
- We started our weekly online evening Storytime, and while we got off to a slow start, our last Storytime of January had 20 attendees.
- The *Picture Book Chat* went up on SCLD's YouTube channel this month. We received positive comments about the programs from the attendees of the STARS class.

Education and Enrichment (Gwendolyn Haley)

- Completed plans to begin circulating the Check Out WA backpacks, STEM Explorer Kits, and Seeds from the seed libraries.
- 184 customers attended a variety of programs, from trivia to tea blending.
- We started a hybrid program of meetups and a CreativeBug online daily practice class.

Digital Projects and Resources (Carlie Hoffman)

- Staff reviewed, Udemy, an online learning platform.
- Syndetics Unbound buttons were added to items in search results. This will allow customers to access enhanced catalog content quickly and easily.

Information Technology (Patrick Hakes)

- RFP development process started for the District Security Access Control project. At this stage, it is developing District needs and wants for the system.
- RFP development process started for the District Camera project. Assessment of placement, storage needs, and policy for digital storage is being developed.
- RFP development process started for the District phone system replacement. Currently, the project is being assessed as to the number of handsets, placement, and District system needs. Evaluating the route of hosted or on-premises systems.
- Meeting room A/V upgrade/installation is progressing with building the units from the received parts.
 Once building is completed and it is safe to do so, the units will be installed in the various buildings.
- O365 rollout is continuing to the next stage of desktop application deployment.

Library Reports

Airway Heights: Jennie Anderson

 Customers are so appreciative of the library services. Several customers commented that during the January windstorm, they were extremely grateful to have reading materials to keep them entertained during power outages.

Argonne: Pat Davis

 A recent customer remarked that while very grateful for the service, she so longed for the opportunity to return to the library. She misses the quiet and being surrounded by books.

BookEnd: Danielle Marcy

- A customer at curbside realized they had already read the book they were checking out and returned it
 immediately. Then through a quick reader's advisory session, staff returned to curbside with two new
 titles. The customer thanked the staff for the great customer service.
- The BookEnd has a promotional window display located on the lower level of the Spokane Valley Mall. Initiated by the Spokane Valley Mall, the BookEnd team and Communication Department provided the materials, promotional items, and signage for the display.

Cheney: Amy Fair

Poor weather conditions and extended local power outages meant we saw customers stocking up
more than usual this month. Staff have enjoyed the influx of reader's advisory opportunities and have
taken on the challenge of getting creative with recommendations for several customers who have
gone through everything on our shelf.

Deer Park: Jennie Anderson

Customers continue to remain cheerful and appreciative of library services. Many customers comment
about how exciting it will be to be back in the library. Curbside service occurred as "feast or famine"
with the windstorm and snowfall; lots of activity before and after the different storms.

Fairfield: Kristy Bateman

 A Fairfield regular who hasn't stopped by since the pandemic started, was delighted we are offering curbside service so she could resume using the library.

Medical Lake: Cecelia McMullen

- Children in the back seat were distressed when the curbside delivery contained adult books. With mom's permission, I quickly ran back into the library to select some items for a kindergartner and three-year-old. They were ecstatic and mom was grateful.
- The library was spared damage when the windstorm felled three giant trees.

Moran Prairie: Caitlin Wheeler

- A walk-up customer who was new to the library hadn't realized we were not open to the public. When
 we were still able to provide her a library card and a print job via curbside, she expressed surprise and
 gratitude.
- Customers continue to compliment us on our efficiency and safety measures, and to thank us for finding ways to provide services under current restrictions.

North Spokane: Brian Vander Veen

- This month, we served our 20,000th curbside customer since initiating curbside service last year.
- One curbside customer commented, "I hope curbside service lasts forever." Another customer remarked, "I don't know what I'd do without the library."

Otis Orchards: Danielle Marcy

• The Otis Orchards Elementary thanked the library for donating books and providing flyers on library services at their recent *Hug a Mug* drive-through event. Friends of the Otis Orchards Library graciously donated children's books that were in good condition from their book sale collection.

 A customer expressed gratitude at being able to get books from the curbside service stating, "I don't know what I would do without you."

Spokane Valley: Aileen Luppert

- This month a customer called just to express excitement after finding out she could put items on hold and pick them up at curbside.
- Library Assistant Judy shared that the kids of one of our regular families always try to see her nametag
 so they can thank her by name when she takes books out to them. Their gratitude is heartfelt and so
 appreciated.

Security Incident Reports

For January 2021, there were three Security Incident reports filed, one less than last month (4) and 17 less than December 2020 (20). The three reported incidents related to disruptive behavior, facility misuse, and a building emergency.

Public Use Measures

January 2021

i 	Salidary 2021				
	This year	Last year	YTD	Last YTD	
Measure	This Month	This Month	This year	Comparison	
Cardholders	107,373	111,750		-4%	
Door count	11,747	98,482	11,747	-88%	
Items Borrowed	132,425	223,913	132,425	-41%	
Airway Heights	1,189	4,957	1,189	-76%	
 Argonne 	2,714	9,017	9,017 2,714		
Cheney	3,368	10,445	3,368	-68%	
 Deer Park 	2,950	10,618	2,950	-72%	
 Fairfield 	309	783	309	-61%	
Medical Lake	1,009	2,900	1,009	-65%	
Moran Prairie	5,407	13,457	5,407	-60%	
 North Spokane 	11,439	35,482			
 Otis Orchards 	1,479	4,093	1,479	-64%	
 Spokane Valley 	9,821	37,454	9,821	-74%	
The BookEnd	400	3,956			
Digital	71,638	56,884	71,638	26%	
Programs					
Number	20	293	20	-93%	
Attendance	273	6,259	273	-96%	
Internet Station Use (%)		47.4%	0.0%		
Meeting room bookings	0	557	0	-100%	
Digital Resource Use	189,806	89,198	189,806	113%	

Public Use Measure Definitions

Cardholders: Total number of library cards that have had any type of activity within the last three years. *Data collection method: Actual computer system count.*

Door count: Number of times libraries are entered through inside doors; doesn't include entries through outside doors to lobby, restrooms, or meeting rooms. *Data collection method: Actual "machine" count.*

Items Borrowed: Number of items checked out and renewed. *Data collection method: Actual computer system count. Digital: Number of downloads from OverDrive* and *Hoopla. Included in circulation total.*

Programs: Experiential learning programs presented by the District. *Data collection method: Hand tally and database entry.*

Internet Station Use (%): Percentage of available time utilized. *Data collection method: Actual reservation management system count.*

Meeting room bookings: Number of times meeting rooms used by outside groups. *Data collection method: Actual reservation management system count.*

Digital Resource Use: Use of online learning resources licensed by the District. *Data collection method: reports from resource vendors.*



Spokane County Library District Summary of Revenues & Expenses - (Cash Basis) For the Twelve Months Ended December 31, 2020

					Target 100.0%		
		Y-T-D		Annual	Percent	_	Balance
DEVENIUE		Actual		Budget	Used	F	Remaining
REVENUES PROPERTY TA MEG	Ф	14016500	Φ	15 215 000	07.400/	Ф	200 402
PROPERTY TAXES	\$	14,916,508	\$	15,315,000	97.40%	\$	398,492
CONTRACT CITIES - AIRWAY HEIGHTS		339,125		339,000	100.04%		(125)
CONTRACT CITIES - SPOKANE		101,707		100,000	101.71%		(1,707)
FINES & FEES		54,805		155,000	35.36%		100,195
GRANTS & DONATIONS		64,805		39,000	166.17%		(25,805)
E-RATE REIMBURSEMENTS		339,859		198,000	171.65%		(141,859)
LEASEHOLD & TIMBER TAX, REBATES, OT]	32,342		26,100	123.92%		(6,242)
INTEREST REVENUES		80,756		80,000	100.94%		(756)
TOTAL REVENUES	\$	15,929,907	\$	16,252,100	98.02%	\$	322,193
TRANSFERS IN		_		-	0.00%		
TOTAL REVENUES & TRANSFERS IN	\$	15,929,907	\$	16,252,100	98.02%	\$	322,193
DVDDVGDG							
EXPENSES					0 = = 60 /		
SALARIES	\$	6,688,882	\$	6,985,400	95.76%	\$	296,518
FRINGE BENEFITS		2,368,450		2,451,300	96.62%		82,850
SUPPLIES		150,629		165,700	90.90%		15,071
UTILITIES		481,272		480,900	100.08%		(372)
SERVICES		1,157,198		1,386,900	83.44%		229,702
INSURANCE		60,728		62,000	97.95%		1,272
CAPITAL EQUIPMENT		769,338		1,490,000	51.63%		720,662
LIBRARY MATERIALS		2,058,921		2,057,000	100.09%		(1,921)
ELECTRONIC LIBRARY MATERIALS		191,796		250,000	76.72%		58,204
LIBRARY PROGRAMS		76,637		112,900	67.88%		36,263
OPERATIONAL CONTINGENCIES	Φ.	14 002 051	Φ.	50,000	0.00%	Ф	50,000
TOTAL EXPENSES	\$	14,003,851	\$	15,492,100	90.39%	\$	1,488,249
TRANSFERS OUT	<u>\$</u>	1,200,000	•	760,000	157.89%	Φ.	(440,000)
TOTAL EXPENSES & TRANSFERS OUT	3	15,203,851	\$	16,252,100	93.55%	3	1,048,249
Net Excess of Revenues Over/(Under) Expenses	\$	726,056	\$	-			
BEGINNING CASH		5,137,427					
NET FROM ABOVE		726,056					
ENDING CASH	\$	5,863,483					

4.5

Number of months cash on hand



Spokane County Library District Capital Projects Fund Statement of Revenues and Expenses For the Twelve Months Ended December 31, 2020

	Y-T-D Actual	Annual Budget
REVENUES		
Interest Earnings	36,009	32,000
TOTAL REVENUES	36,009	32,000
TRANSFERS IN	1,200,000	760,000
TOTAL REVENUES & TRANSFERS IN	1,236,009	792,000
EXPENSES		
	0	0
TOTAL EXPENSES	0	0
NET EXCESS OF REVENUES OVER (UNDER) EXPENSES	1,236,009	
BEGINNING CASH	2,047,339	
NET FROM ABOVE	1,236,009	
ENDING CASH	3,283,348	