



BOARD OF TRUSTEES MEETING
Whatcom County Library System
April 18, 2023

Via Teams and Administrative Services
5205 Northwest Drive
Bellingham, WA 98226

WCLS Vision: *An engaged community where curiosity is cultivated, literacy flourishes and democratic ideals thrive.*

1. 9:00 a.m. **Call to Order.** Quorum determined. Land Acknowledgement.

We are on the ancestral homeland of the Nooksack and Lummi people. They have been its stewards since time immemorial, respecting the land, river and ocean with the understanding that everything is connected, related and alive. We acknowledge the elders and their collective and individual plights and achievements. We consider the legacies of violence, displacement, migration, and settlement that bring us together today. And we pursue ongoing action, to build lasting relationships and grow together so that all may prosper.

2. 9:05 a.m. **Open Public Comment Opportunity**

This period is set aside for persons wishing to address the Board. Each person may have up to three minutes for this purpose. Written comments may be submitted to Em.Olpinski@wcls.org prior to the meeting.

3. 9:10 a.m. **Consent Agenda**

- a. Meeting Minutes
- b. Expenditures

4. 9:15 a.m. **Financial Report and Resolutions**

- a. Finance Committee Report

5. 9:25 a.m. **Trustee Education: First Amendment Audits – Jonathan Jakobitz and Maggie Mae Nase**

6. 9:45 a.m. **First Amendment to Interlocal Agreement Between the City of Lynden and WCLS**

7. 10:00 a.m. **2023 Strategic Action Plan Update - Q1**

8. 10:15 a.m. **BREAK**

9. 10:30 a.m. **Staff Reports**

- a. Executive Director
- b. Deputy Director
- c. Youth Services Manager
- d. Community Relations Manager

10. 10:50 a.m. **Performance Measures and Committee Reports**

- a. Performance Measures
- b. Personnel Committee
- c. Whatcom County Library Foundation

11. 11:00 a.m. **Announcements and Adjourn**

- a. All Staff Learning Day May 5

Board of Trustees Meetings are open to the public in accordance with RCW 42.30. The Board is currently holding meetings with options for in-person or remote participation. Persons wishing to be provided with an internet link or telephone number to access the meeting are asked to please email Em.Olpinski@wcls.org before 4:00 p.m. Monday, April 17, 2023. Written comments may be submitted to Em.Olpinski@wcls.org prior to the meeting.



Board Meeting Agenda Item Cover Sheet

Meeting Date:	4/18/2023
Committee or Department:	Administration Department
Subject:	Consent Agenda – Board Meeting Minutes, Monthly Expenditures
Prepared By:	Jackie Saul
Impact upon Budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Supporting Documents:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Recommendation or Request: Approval of consent agenda items.

Suggested Motion for Consideration: Move approval of consent agenda items as presented.

Summary:

Meeting Minutes:

- March 21, 2023 Regular Board Meeting

Expenditures:

General Fund:

- March 1-15, 2023 payroll: check nos. 1033605404-1033605408 and voucher nos. 554449-554599 totaling \$220,472.29 and March 16-31, 2023 payroll: check nos. 1033804682-1033804684 and voucher nos. 554606-554752 totaling \$221,373.54.
- ACH transactions for employee benefits, telecommunication services and monthly sales/use tax filings totaling \$90,298.59; \$30,030.01 of this is for employee funded contributions to dental insurance premiums, PERS and deferred compensation plans (made via payroll deduction).
- Claim 2023-010G: warrant nos. 1164051-1164066 totaling \$10,894.53
- Claim 2023-011G: warrant nos. 1164345-1164371 totaling \$101,289.09
- Claim 2023-012G: warrant nos. 1164737-1164762 totaling \$18,196.20
- Claim 2023-013G: warrant nos. 1165342-1165363 totaling \$122,133.65

Capital Fund:

- Claim 2023-04C: warrant nos. 1164372-1164373 totaling \$540.26

Policy Update:

Substitution Policy 12.16 is updated to correct an outdated reference to a clause in the Bargaining Agreement.

Alternatives: N/A

Fiscal Impact: Expenditures for approval paid from available 2023 budgeted funds.

Comments: The Finance Committee has reviewed the General and Capital Fund claims listed above. They reviewed that there was one General Journal entry in March.

Library Board of Trustees Regular Meeting

March 21, 2023

Location

This meeting was held in a hybrid manner, with remote attendance via Microsoft Teams and in-person attendance at Administrative Service, 5205 Northwest Drive, Bellingham, WA 98226.

In Attendance

Trustees: Rodney Lofdahl, Chair; Lori Jump, Vice Chair; Erika Lautenbach, Secretary; Matthew Santos and Holly Robinson. Absent: None.

Staff: Christine Perkins, Executive Director; Michael Cox, Deputy Director; Jackie Saul, Director of Finance and Administration; Thom Barthelmess, Youth Services Manager; Mary Vermillion, Community Relations Manager; Lisa Gresham, Collection Services Manager; Beth Andrews, Human Resources Manager; Maggie Mae Nase, Learning Coordinator; Em Olpinski, Administrative Assistant.

Guests: Jenny Bagne.

Call to Order

Rod determined quorum and called the meeting to order at 9:00 a.m., followed by a reading of the WCLS Land Acknowledgement by Christine.

Open Public Comment

No public comment.

Consent Agenda

The Consent Agenda included minutes of the February 21, 2023 Board of Trustees Regular Meeting as well as the following:

Expenditures:

General Fund:

- February 1-15, 2023 payroll: check nos. 1033298744-1033298747 and voucher nos. 554139-554287 totaling \$220,107.57 and February 16-28, 2023 payroll: check nos. 554294-55442 and voucher nos. 1033418525-1033418528 totaling \$196,789.71.
- ACH transactions for employee benefits, telecommunication services and monthly sales/use tax filings totaling \$94,057.56; \$31,486.18 of this is for employee funded contributions to dental insurance premiums, PERS and deferred compensation plans (made via payroll deduction).
- Claim 2023-06G: warrant nos. 1162322-1162333 totaling \$12,497.16
- Claim 2023-07G: warrant nos. 1162505-1162530 totaling \$128,675.89
- Claim 2023-08G: warrant nos. 1162842-1162858 totaling \$40,572.24
- Claim 2023-09G: warrant nos. 1163903-1163919 totaling \$92,043.58

Capital Fund:

- Claim 2023-01C: warrant nos. 1162603-1162606 totaling \$4,794.19
- Claim 2023-02C: warrant nos. 1163087-1163090 totaling \$19,054.29
- Claim 2023-03C: warrant nos. 1164008-1164009 totaling \$67,779.54

Holly informed Em of a typo in the February 21, 2023 meeting minutes: the Northwest Drive Library Express operating hours should be noted as 6:00 a.m. - 11:00 p.m., rather than 11:00 a.m. Em responded that they would make this correction.

Matthew moved to accept the Consent Agenda with the edit to the meeting minutes, as discussed. Seconded. Approved unanimously.

Financial Report and Resolutions: Finance Committee Report

Jackie reviewed her report, noting that revenue from property taxes is usually low this time of year, as most of these funds are usually received in October and April. The majority of the revenue we have received so far this year is from annual funding sources, including revenue from a service contract with the Whatcom County Jail and funds from the Whatcom County Library Foundation (WCLF).

We are currently on track with expenses for the year thus far. Up-front payments have been made for annual property, liability, and auto insurance premiums. Payments have also been made for IT and Collection Services software maintenance contracts. We have dipped into the Cash Flow reserve fund to make certain we can maintain expenses, and will likely do so again in March, as property tax revenues lag. The fund will be replenished when property tax revenues are received in April.

Hiring a new Facilities Services Manager is currently underway and the LED lighting retrofit at Deming Library is in progress. Rod asked Jackie if the lighting project is moving slower than expected. Jackie responded that it is. Scott Electric is working on the project, and they are currently waiting on sample fixtures to arrive. Jackie is hopeful that the updates to the library will be completed by fall.

The Friends of Deming Library have approved a project to install a new metal roof on the Deming Library building, which will likely occur during spring or summer. Because they are investing in a new roof, the Friends will not be contributing as much to the LED lighting retrofit as originally planned. Christine commented that a metal roof is more expensive than a composite roof, but it has a much longer lifetime. The Friends are really glad they can provide this improvement to the building, and Christine is grateful to the group for financing this project.

Jackie then presented Resolution 03/21/23-04 Amending the 2023 Capital Fund Budget to the trustees. She shared that in the amendment, expenditures have been adjusted to account for payments that began in 2022 but weren't completed until 2023. Expenditures have also been updated to include expenses for projects that were planned for 2022 but were delayed until 2023, such as updating the teen area at Everson Library and updating the staff and circulation desk area at North Fork Library. The final costs for refurbishing and opening the Sumas Library and Sumas Library Express are also included. Grants and reimbursements have been updated in the amendment to account for the decreased contribution of the Friends of Deming Library towards the Deming lighting retrofit. The overall impact of the amendment on the budget is an increase of \$18,252 to the 2023 ending fund balance.

Holly moved to accept Resolution 03/21/23-04 Amending the 2023 Capital Fund Budget, as presented. Seconded. Approved unanimously.

Jackie shared with the trustees that the City of Sumas has discovered damage to the roof of the building that houses Sumas Library. Since the City is still economically recovering from the flooding of November 2021, they have asked WCLS to participate in cost-sharing to help replace the roof. Our Agreement for Exchange of Services with the City states that the City will be responsible for expenses relating to the upkeep of the structure of the building. We are not obligated to contribute towards structural improvements of the building, but our agreement states that we may agree to participate in cost-sharing on improvements.

Jackie suggested if there is any money left over once the Sumas Library repair project is completely wrapped up, those funds could go towards cost-sharing to replace the roof. Jackie also shared that the damage to the roof is above the building's restrooms and is not specifically above the library.

Lori commented that it could be worth investigating whether the damage to the roof is related to the flooding that occurred in Sumas in November 2021. If it is, then the City's insurance may cover the cost of repairs.

Christine noted that the City of Sumas currently owns the building housing the library. Holly asked if there are other tenants in the building. Christine replied that Whatcom County Parks and Recreation is also a tenant, and they have an agreement with the City of Sumas that says they will contribute to structural projects on the building, unlike our agreement with the City, which says we do not have to. If we decided to contribute towards repairing the building, our estimated contribution to the project would be about \$15,000.

Jackie shared that we will know by next month if there are any funds budgeted for the projects at Sumas Library left unspent, and that the trustees could decide today if a portion of those funds (if any remain) may be reallocated to contribute to the City of Sumas' roofing project.

Matthew asked what would happen if the board moves to allocate funds left from the Sumas projects towards the roof, but there end up being no funds leftover. Jackie responded that we would bring the decision to contribute towards the Sumas roof project back to the board.

Rod moved to accept the reallocation of unspent funds budgeted for the Sumas Library projects, as outlined by Jackie. Seconded. Unanimous board approval.

Jackie commented that replacing the roof in Sumas is a positive thing, and that we are glad the city is making this improvement.

Erika joined the meeting.

Trustee Education: LibCal Events Calendar and Meeting Room Use

Michael shared that WCLS wants our libraries to be key meeting places for the communities they are located in. And meeting rooms provide a great location in libraries for community engagement to occur. Michael then gave a summary of all reservable WCLS library meeting spaces. Meeting room capacity has been adjusted throughout the pandemic. We are just now beginning to allow full capacity at certain locations.

When reserving a meeting room, patrons can request a laptop, an LCD Projector, Hearing Assistant Devices, and a PA System to be used in the room. Lori shared that staff at Ferndale Library are very helpful with connecting and setting up technology in the library's meeting spaces. She also suggested further publicizing that laptops can be reserved with meeting rooms. Meeting rooms can be a great entry point for introducing people to using libraries.

The Sudden Valley Community Association manages the South Whatcom Meeting Room, which is a shared space with the Community Center. Library staff can help patrons reserve this space, though. Lori asked Michael if private businesses are still charged a fee when using this space. Michael replied that WCLS has no authority over this meeting space, and thus, our policies do not apply to its use.

The North Fork Side Lot is WCLS' only reservable outdoor space and was advocated for by the Twin Sisters' Farmers Market. Matthew asked Michael if any amenities are available with this space, such as folding tables or Wi-Fi hotspots. Michael replied that North Fork Library has limited storage, which makes providing amenities for the outdoor space difficult. Thom asked if the building's boosted Wi-Fi is usable from the outdoor space. Michael replied that he believes it is.

Rod asked if there are any options for making a meeting space inside North Fork Library. Michael responded that meetings can be held in the area of the Library where the Friends sell books. However, what is being discussed in this area can be heard throughout the library, making the area not suitable for private meetings. Therefore, we are not able to make this space reservable.

A huge selection of named groups and organizations are currently using library meeting spaces. Since September 2022, at least 130 community organizations have reserved WCLS meeting rooms. Commercial use of WCLS meeting rooms has been allowed since 2016,

Michael then gave a breakdown of monthly meeting room occupancy for all reservable meeting spaces. Monthly occupancy, which represents the number of hours a room was booked over the number of total hours the space was available, has been gradually increasing for most meeting rooms since September 2022. This is likely a sign that people are beginning to return to their pre-pandemic habits. Michael also shared the number of total hours meeting rooms were booked monthly in 2019, 2022, and thus far in 2023. Meeting rooms were reserved more hours in March 2023 than in March 2019.

Holly commented that she finds more value in looking at the various groups utilizing library spaces than in analyzing meeting room occupancy. The story of the library's value to the community is in the groups that are using meeting rooms for events. Michael commented that he was astounded upon seeing the wide variety of groups using the library. Holly believes this is evidence that libraries are providing valuable resources to the communities they are serving.

Matthew noted the importance of sharing the message of how the library is being used and how people can get involved with the communities WCLS serves. Doing so could be helpful in preparing to go out for a levy lid lift. Holly commented that the groups already using the library will likely be advocates for a levy lid lift. Beth suggested showing how much these groups have saved by using library meeting rooms.

At a recent facilities retreat, Matthew learned that there is an increasing demand for individual study rooms at libraries for patrons to attend online meetings. He is curious how branches are assessing if they are meeting the community's needs with the reservable spaces currently offered. Michael responded that he would touch more on this issue at the end of his presentation.

Michael then summarized Meeting Room and Facilities Use Policy 7.03 for the trustees. He highlighted that WCLS reserves the right to deny applications for meeting room use based on the space's availability, the frequency a person or group has reserved the space, or as is deemed necessary by the Executive Director.

Christine mentioned that a few years ago an organization, perceived by some as spreading anti-transgender rhetoric, booked a meeting space at a Seattle Public Library (SPL) location. A protest occurred and SPL received pushback from the LGBTQ+ community, but SPL ultimately allowed the group to host an event in a library space.

Christine also shared that an author has been offering to host Storytime events at libraries around the country to read a Christian children's book he wrote. Instead of agreeing to co-host the event with the author, some libraries have suggested he reserve a library meeting space for his reading. The author has claimed that the libraries' infringed on his First Amendment rights. Michael pointed out that by law, libraries can't limit a group's ability to use library meeting spaces because of the group's beliefs.

Holly asked if there have been any events held in WCLS meeting spaces that have attracted controversy. Christine replied that an event about racism was hosted by a local nonprofit in a Ferndale Library meeting room. WCLS staff and the event organizers sensed that the event could draw attendees with polarized viewpoints and invited local law enforcement to be on site to keep the peace.

Outbreaks of violence at libraries can be inspired by groups at either end of the political spectrum, but we have to uphold our policy and cannot disallow a group from booking a library space based on their beliefs. However, we do get to choose what programs and events WCLS sponsors. We have a team of professional staff to select and design library programming.

Michael then gave a summary of some of the guidelines for meeting room use. Alcohol can be allowed at events hosted in meeting rooms when approved by the board. The requesting group must have a state banquet permit. Michael also presented the updated fee schedule for commercial meeting room use.

Holly asked Michael if we track commercial versus non-commercial use of meeting rooms. Michael replied that the we keep track of commercial use by tracking payments.

Michael concluded his presentation by announcing that a meeting pod will be installed at Blaine Library on April 1. The pod was funded by a private donation and will hopefully help accommodate the increased demand for private meeting spaces.

Erika exited the meeting.

Rodney and Matthew thanked Michael for presenting the trustee education. Lori suggested recording trustee education presentations in the future for general educational purposes.

Break

Rodney adjourned for a break from 10:30 a.m. to 10:41 a.m.

Staff Reports: Executive Director

In addition to her written report, Christine shared that WCLF board member Paul Steere recently passed away. He had a fascinating library career.

Bellingham Public Library (BPL) will be hosting a ribbon cutting for their new Bellis Fair Mall location on April 26. Christine is grateful that this new location will be providing library services and materials to the surrounding community.

A First Amendment audit recently occurred at a WCLS library. This involved a person entering a library and video-recording staff and patron reactions, likely with the intention of posting the video online. The people conducting these audits believe they are doing a public service. In the face of these audits, we want to make certain staff are confident responding to questions about intellectual freedom. First Amendment audits will be further discussed at next month's meeting.

Congratulations to Public Services Assistants—Hispanic Focus Amelia Martinez and Diana Antaño and Youth Focus PSA Evie Harman, who will be receiving 2023 Merit Awards from the Washington Library Association for their outreach work to migrant communities in Whatcom County.

The Lynden Library building is turning 20 this year. Our agreement with the City of Lynden says that after 20 years, we can renew our lease for 10 years. Christine and Dianne Marrs-Smith, Manager of Lynden Library, are meeting with City officials at the end of week to discuss extending the agreement. Once updated, the agreement will be brought to the board for approval. The City of Lynden has been a great partner for the last 20 years.

Christine included an article from Business Insider in the March agenda packet about Gen Z's preference for printed books over eBooks. This is the most encouraging new Holly has heard for libraries in a long time.

Staff Reports: Deputy Director

Michael reviewed his report, highlighting recent library programs presented with community partners, such as Self Defense Classes with Arc Tactical and the Columbia Valley Parks and Recreation District and Advanced Care Planning with PeaceHealth. Christine has attended the Advanced Care Planning and highly recommends everyone attends a session. Rod asked how often this event occurs. Michael shared that PeaceHealth hosts these events regularly, and several dates are coming up.

WCLS chooses to co-sponsor events when WCLS' mission aligns with the content of the event and the organization presenting the event, and the event helps us achieve our strategic plan goals. Christine noted that sometimes organizations approach us about events, and sometimes we approach them. Other times we become aware of a group because they've already been using library meeting spaces.

Michael concluded by sharing that the Washington State Library has awarded WCLS eight grants totaling \$6,000 to support staff attendance at the 2023 Washington Library Association conference in Wenatchee. Fifteen staff members will be attending in person, and one will attend virtually. WCLS has multiple staff members presenting and being recognized at the conference this year.

Staff Reports: Youth Services Manager

Thom exited the meeting early. In his absence, Christine gave a summary of his report, which focuses on Youth Services (YS) outreach programming. YS staff visit parks and schools regularly with programming and events, attempting to reach youth where they are.

Holly asked Christine if YS staff can issue library cards when they visit schools. Christine replied that they likely have the ability but not the time during these visits. All Whatcom County School district students (and Lynden Christian School students) have ConnectED accounts, which allow their student IDs to function as modified library cards.

Outreach work is very time-consuming for YS staff, but it is worth it to connect more youth with library services in Whatcom County.

Staff Reports: Community Relations Manager

Mary said that the 15th season of Whatcom READS was a great success. Attendance was strong at the author events featuring Jess Walter, two of which were sold out. The 2024 Whatcom READS title is *Red Paint: The Ancestral Autobiography of a Coast Salish Punk* by Sasha taqʷšəblu LaPointe.

Christine commented that Whatcom READS is an interesting program because each yearly book selection attracts different community partners and readers. The goal is to inspire people to keep engaging with the program each year. Mary noted that she has never seen a Whatcom READS announcement shared on social media as much as the announcement for *Red Paint*.

Holly asked Mary how the yearly title is selected. Mary answered that anyone can suggest a book online at the Whatcom READS website. The selection committee reads the suggestions and chooses a title based on specific criteria, including that the book must relate to the Pacific Northwest and have an author that the program can afford to have speak at several events. Another significant selection factor is thinking about the kinds of programming that could be developed relating to the book.

Over the past few months, the Community Relations team has been working to evolve the Power of Sharing campaign. The campaign is now focusing on specific messages of how people can use and benefit from library services. From March through May, the Libby app is being highlighted with the headline "Free Audiobooks!" In addition to advertisements featuring this message, staff are wearing lanyards prompting patrons to ask them about Libby and eAudiobooks.

Performance Measures & Committee Reports: Performance Measures

Michael said that in February increases in the use of digital materials offset decreases in the circulation of physical materials. He also commented that it is great to see patrons returning to Sumas Library. South Whatcom Library's circulation increased from February 2022 to 2023. The total number of new borrowers registered also increased from February 2022 to 2023.

A great number of programs were hosted at WCLS branches in February and use of meeting rooms was up across the System. To Michael, it's beginning to feel like we're getting back to where we were in 2019. However, the work to help patrons re-establish their pre-pandemic habits is ongoing.

Holly commented that she would rather know the number of people volunteering for WCLS each month than the total number of hours people volunteered in the Performance Measure Report. Christine said she will let branch manager know to take count of the number of volunteers they have, in addition to their hours. Discussion followed about how most WCLS volunteer hours represent the work of the Friends of the Library groups. The hours that the Friends put towards their projects directly supports WCLS.

Lisa shared that unique users of Overdrive continued to increase in February. The top lists on the Overdrive landing page were for magazines and eAudiobooks, and it appears that people are engaging with what is

suggested on the landing page. The eAudiobook titles with the highest circulation in February were *The Cold Millions* and *Where the Crawdads Sing*.

Kanopy experienced a large decline in use last month. Lisa is trying to figure out if the content on this platform has changed. Digital content is invisible to patrons unless we keep talking about it. Use of the database Creativebug decreased 75% when the campaign promoting it concluded. Use of NewsBank and Value Line also decreased in February.

Lisa noted that behind the graphs representing patron engagement with digital content are stories of how people are using library services to inform and change their lives.

Performance Measures & Committee Reports: Personnel Committee

Although there is not currently a vacancy on the board, the Personnel Committee is beginning to look for a community member interested in joining the board to fill in for a trustee who may no longer have the capacity to fully participate. The Committee would like to introduce some diversity to the board, and Christine asked the group to contact her if they know of anyone who may be interested.

Performance Measures & Committee Reports: Whatcom County Library Foundation

No report.

Announcements and Adjourn

Christine presented the new Sumas Library plaque to the group, which honors everyone who contributed to the library repair process following the historic 2021 Nooksack River flooding. The trustees are included on the plaque. It will be installed at the Sumas Library soon.

Rodney adjourned the meeting at 11:26 a.m.

Next Meeting

Next meeting will be April 18, 2023 at 9:00 a.m. online via Microsoft Teams and at Administrative Services.

Address: 5205 Northwest Drive, Bellingham, WA 98226

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Rodney Lofdahl, Chair	04/18/2023 Date	Em Olpinski, Admin. Assistant



SUBSTITUTION POLICY

POLICY NUMBER: 12.16

SCOPE: This policy applies to all WCLS employees.

The following pay practices shall be followed when one employee substitutes for another employee:

- a) When an employee substitutes in a position lower in classification than the employee's home rate position, the employee will be paid at the same percentage above the entry pay rate as their home rate, in the range the substitution occurs. Exceptions may be made by the department head in emergency or other unusual situations, and for full-time employees paid on a salaried basis.
- b) When an employee substitutes in a position of a higher classification, the employee will be paid at the rate representing a 3% pay increase or the minimum rate of the higher range, whichever is higher.

This is in addition to the guidelines outlined in Article 11.~~5~~7 of the Union Contract.

RELATED POLICIES: Temporary Reassignment Policy 12.15.

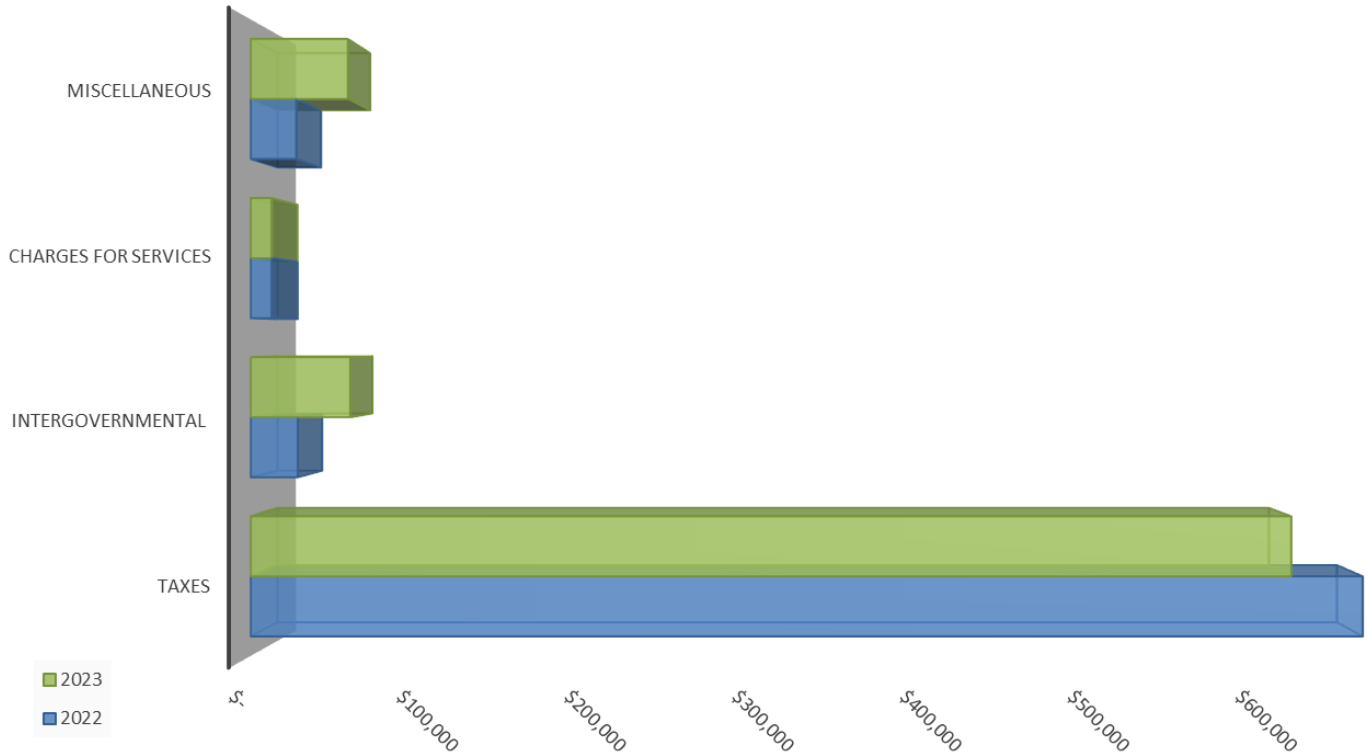
ADOPTED by the Whatcom County Library System Board of Trustees April 1988.

REVISED: April 18, 2023; February 19, 2008; April 20, 2004; March 17, 1993.

March Revenue

2023 Budget Revenues - Year-To-Date						
March 2023 (25% of FY)						
Acct No	Description	Budgeted Revenues*	Actual Revenues YTD	% of Actual Revenues YTD	% of Budgeted Revenues Received YTD	Budget Variance
310	TAXES					
311.10	General Property Taxes	\$ 9,660,921	\$ 643,524	82.68%	6.66%	\$ (9,017,397)
	TOTAL TAXES	\$ 9,660,921	\$ 643,524	82.68%	6.66%	\$ (9,017,397)
330	INTERGOVERNMENTAL REVENUE					
333.4530	Fed Indirect Grant - IMLS	\$ 15,964	\$ 15,114	1.94%	94.68%	\$ (850)
333.9700	Fed Indirect Grant - DHS	45,542	27,046	3.47%	59.39%	(18,496)
337.10	Local Grants, Entitlements & Other	175,000	9,661	1.24%	5.52%	(165,339)
337.20	Leasehold Excise Tax	25,000	9,814	1.26%	39.26%	(15,186)
	TOTAL INTERGOV. REVENUE	\$ 261,506	\$ 61,635	7.92%	23.57%	\$ (199,871)
340	CHARGES FOR GOODS & SERVICES					
347.2001	Printing & Duplication Services	\$ 4,000	\$ 899	0.12%	22.48%	\$ (3,101)
347.2002	Library Use Fees	12,100	12,100	1.55%	100.00%	-
	TOTAL CHARGES FOR SERVICES	\$ 16,100	\$ 12,999	1.67%	80.74%	\$ (3,101)
360	MISCELLANEOUS REVENUES					
361.11	Investment Interest	\$ 105,000	\$ 40,773	5.24%	38.83%	\$ (64,227)
362.10	Rents & Leases	2,000	\$ 860	0.11%	43.00%	(1,140)
367.10	Contributions & Donations	34,000	\$ 9,916	1.27%	29.16%	(24,084)
369.10	Sale of Surplus	100	\$ 20	0.00%	20.00%	(80)
369.81	Cashier's Overages or Shortages	-	\$ 1	0.00%	0.00%	1
369.9101	Other Misc. Revenue	20,000	\$ 5,493	0.71%	27.47%	(14,507)
369.9102	Reimburse Lost/Damaged Books	10,000	\$ 2,465	0.32%	24.65%	(7,535)
369.9106	COBRA Reimbursement	541	\$ 663	0.09%	122.54%	122
	TOTAL MISC. REVENUES	\$ 171,641	\$ 60,191	7.73%	35.07%	\$ (111,451)
	TOTAL OPERATING REVENUE	\$ 10,110,168	\$ 778,349	100.00%	7.70%	\$ (9,331,820)
390	OTHER FINANCING SOURCES					
395.10	Proceeds from Sales	\$ -	\$ -	0.00%	0.00%	\$ -
395.20	Insurance Recoveries	-	-	0.00%	0.00%	-
	TOTAL OTHER FINANCING SOURCES	\$ -	-	0.00%	0.00%	\$ -
	TOTAL REVENUE	\$ 10,110,168	\$ 778,349	100.00%	7.70%	\$ (9,331,820)
	*As amended 2/21/23					

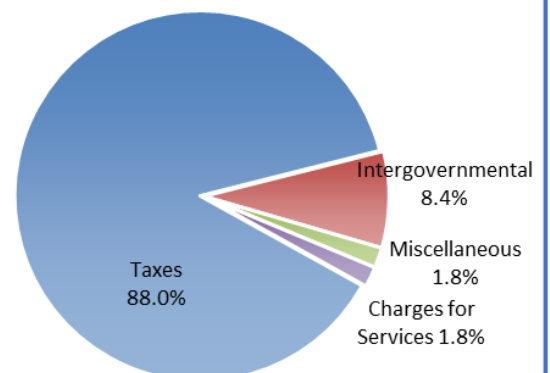
General Fund Operating Revenue to Date-Compared to Prior Year



Actual General Fund Revenue to Date

	2022	2023	% Change
Taxes	\$ 687,710	\$ 643,524	-6.43%
Intergovernmental	29,022	61,635	112.37%
Charges for Services	13,061	12,999	-0.47%
Miscellaneous	28,257	60,191	113.01%
Total Operating Revenue	\$ 758,050	778,349	2.68%
Other Financing Sources	\$ 178,100	-	-100.00%
Total Revenue	\$ 936,150	\$ 778,349	-16.86%

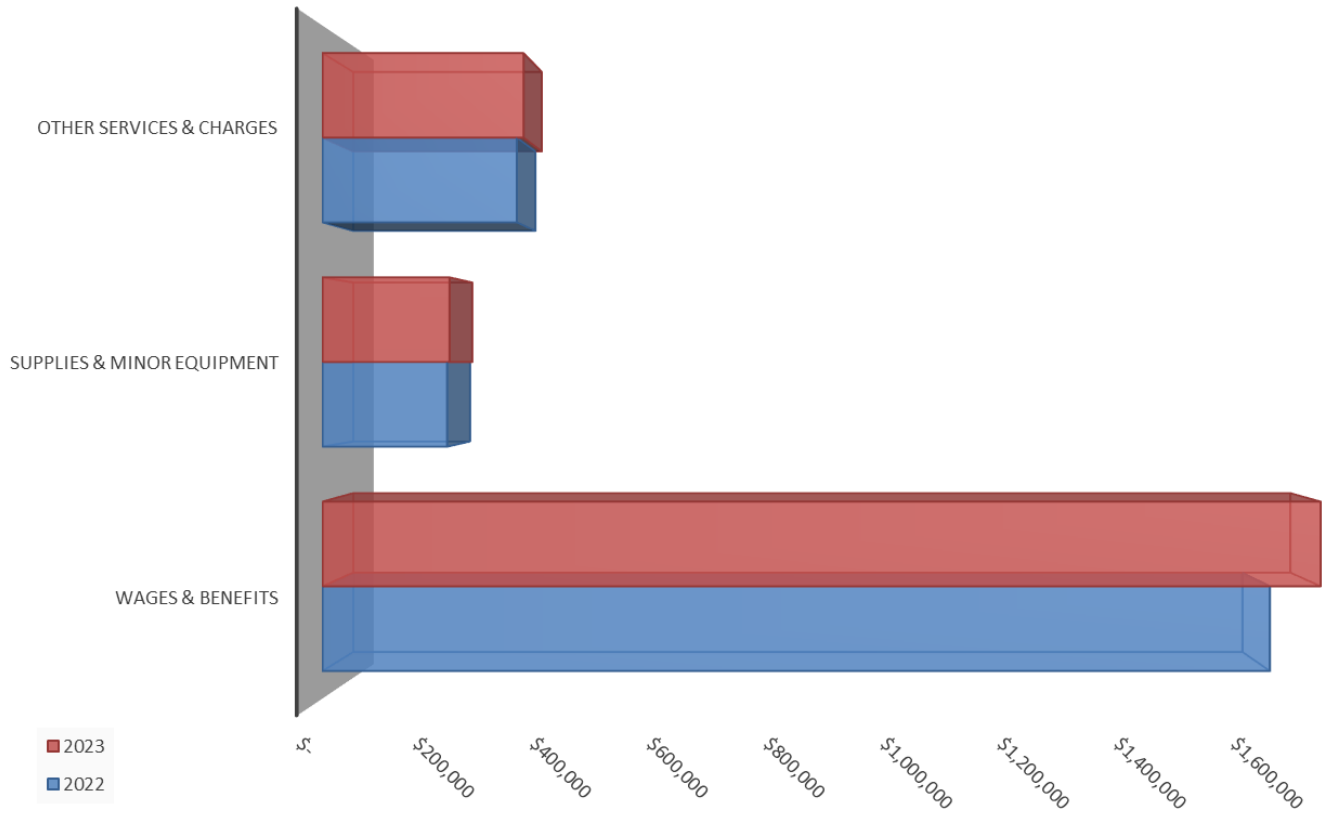
YTD Operating Revenue by Category



March Expenditures

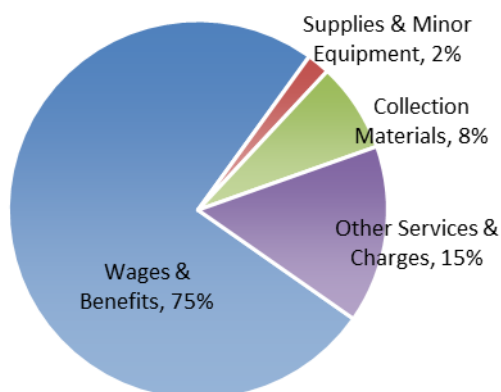
2023 Budget Expenditures - Year-To-Date						
March 2023 (25% of FY)						
Acct No	Description	Budgeted Expenditures*	Actual Expenditures YTD	% of Actual Expenditures YTD	% of Budgeted Expenditures Spent YTD	Budget Variance
572	SALARIES, WAGES, & BENEFITS					
572.10	Salaries and Wages	\$ 5,730,222	\$ 1,338,183	56.10%	23.35%	\$ (4,392,039)
572.20	Benefits	2,078,993	457,179	19.17%	21.99%	(1,621,814)
	TOTAL SALARIES, WAGES, & BENEFITS	\$ 7,809,215	\$ 1,795,362	75.26%	22.99%	\$ (6,013,853)
572.30	SUPPLIES & MINOR EQUIPMENT					
572.3031	Office & Operating Supplies	\$ 134,800	\$ 23,517	0.99%	17.45%	\$ (111,283)
572.3032	Fuel	28,900	2,268	0.10%	7.85%	(26,632)
572.3034	Collection Materials	1,250,000	181,989	7.63%	14.56%	(1,068,011)
572.3035	Small Tools & Minor Equipment	220,610	20,700	0.87%	9.38%	(199,910)
	TOTAL SUPPLIES & MINOR EQUIPMENT	\$ 1,634,310	228,475.06	9.58%	13.98%	\$ (1,405,835)
572.40	OTHER SERVICES & CHARGES					
572.4041	Professional Services	\$ 567,277	\$ 193,718	8.12%	34.15%	\$ (373,559)
572.4042	Communication	133,118	25,085	1.05%	18.84%	(108,033)
572.4043	Travel	32,600	3,165	0.13%	9.71%	(29,435)
572.4044	Taxes & Operating Assessments	500	69	0.00%	13.79%	(431)
572.4045	Operating Rentals & Leases	22,168	4,867	0.20%	21.96%	(17,301)
572.4046	Insurance	96,982	73,066	3.06%	75.34%	(23,916)
572.4047	Utilities	153,176	35,693	1.50%	23.30%	(117,483)
572.4048	Repair & Maintenance	149,780	13,735	0.58%	9.17%	(136,045)
572.4049	Miscellaneous	102,055	12,248	0.51%	12.00%	(89,807)
	TOTAL OTHER SERVICES & CHARGES	\$ 1,257,656	361,647	15.16%	28.76%	\$ (896,009)
	TOTAL OPERATING EXPENDITURES	\$ 10,701,181	2,385,485	100.00%	22.29%	\$ (8,315,697)
590	OTHER FINANCING USES					
597.10	Transfers-Out to Capital	\$ 60,000	\$ -	0.00%	0.00%	\$ -
	TOTAL OTHER FINANCING USES	\$ 60,000	\$ -	0.00%	0.00%	\$ -
	TOTAL EXPENDITURES	\$ 10,761,181	\$ 2,385,485	100.00%	22.17%	\$ (8,375,697)
	NET INCOME (LOSS)	\$ (651,013)	(1,607,136)			\$ (956,123)
	FUND BALANCE SUMMARY					
	Beginning Fund Balance	\$ 10,630,324	\$ 10,630,324			
	Net Income	(651,013)	(1,607,136)			(956,123)
	Ending Fund Balance	\$ 9,979,311	\$ 9,023,188			\$ (956,123)
	*As amended 2/21/23					

General Fund Operating Expenditures to Date-Compared to Prior Year

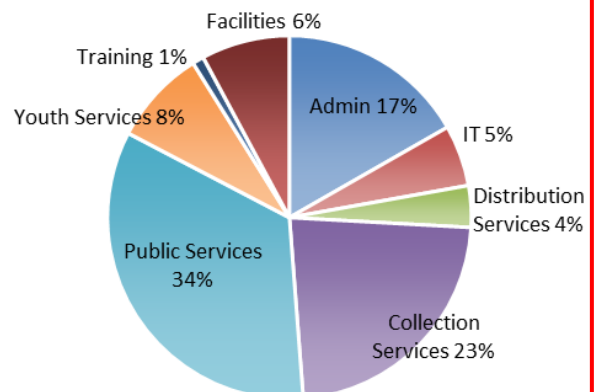


Actual General Fund Expenditures to Date Compared to Prior Year			
	2022	2023	% Change
Wages & Benefits	\$ 1,703,788	\$ 1,795,362	5.37%
Supplies & Minor Equipment	224,242	228,475	1.89%
Other Services & Charges	349,429	361,647	3.50%
Total Operating Expenditures	2,277,458	2,385,485	4.74%
Other Financing Uses	\$ -	-	0.00%
Total Expenditures	\$ 2,277,458	\$ 2,385,485	4.74%

YTD Expense by Category



YTD Expense by Department



		2023	
Fund Balance Summary	2022 Actual	2023 Budgeted	Actual to Date
Beginning Fund Balance	\$ 10,583,985	10,630,324	\$ 10,630,324
Revenue	9,994,550	10,110,168	778,349
Expenditures	(9,948,211)	(10,761,181)	(2,385,485)
Ending Fund Balance	\$ 10,630,324	\$ 9,979,311	\$ 9,023,188
		2023	
Ending Fund Balance Designation Detail	2022 Actual	2023 Budgeted	Actual to Date
Designated Ending Fund Balance - Cash Flow	\$ 3,369,707	\$ 3,502,655	\$ 3,154,961
Designated Ending Fund Balance - Emergency	850,936	884,509	884,509
Designated Ending Fund Balance - Capital Transfer	172,000	60,000	60,000
Designated Ending Fund Balance - Unemployment Comp Reserve	13,599	14,403	14,403
Designated Ending Fund Balance - Birch Bay Operating Fund Reserve	600,000	600,000	600,000
Designated Ending Fund Balance - Facility Ownership & Library Svcs Fund Reserve	3,192,315	3,192,315	3,237,315
Designated Ending Fund Balance - Facility Maintenance Fund	650,000	650,000	650,000
Designated Ending Fund Balance - Operating Cost Stabilization Fund	250,000	250,000	250,000
Designated Ending Fund Balance - Collection Project Fund	112,000	172,000	172,000
Total Designated Ending Fund Balance	9,210,557	9,325,882	9,023,188
Beginning Fund Balance less designated funds	1,373,428	1,304,442	1,607,136
Net Income	46,339	(651,013)	(1,607,136)
Ending Unassigned Funds with no designation	1,419,767	653,429	-
Ending Designated Funds	9,210,557	9,325,882	9,023,188
Total Ending Fund Balance	\$ 10,630,324	\$ 9,979,311	\$ 9,023,188

February Summary

- Property tax revenue continued to lag in March, as is typical this time of year, although there was an uptick (around \$540,000) since February. We have received \$643,524 as of the end of March. We have dipped into the Cash Flow reserve fund by \$347,694; this will be replenished at the end of April.
- The 2022 Annual Report to the State Auditor's Office is underway. The report is due at the end of May, but I've gotten an early start on it because of some planned time away in April and May.
- As discussed during last month's Board of Trustees meeting, we will be contributing \$15,000 toward the cost of roof repairs at the Sumas Community Center building, which houses the Sumas Library. These are funds that were budgeted for the flood repair and renovation project.
- As a reminder not to rest on our laurels just because 2022 is over—we had a power outage at Administrative Services (due to a windstorm) that knocked out several systems, including some IT functions, the alarm system, security cameras, and HVAC. Thankfully it happened on a Saturday, so most operations were not impacted. Kudos to Systems Engineer Christopher Phillips for responding right away to limit the impact on branches.

WCLS Account Summary

WCLS follows the Washington State Budgeting, Accounting and Reporting System (BARS). Below is a brief description of revenue and expense accounts.

Revenue Accounts:

Taxes: This section includes taxes on real and personal property, which are the primary revenue source for the library system, making up 95% of operating revenues received. The bulk of property tax revenue is received in April and October of each year.

Intergovernmental Revenue: Sources of intergovernmental revenue include grant revenues received from state and federal sources and revenues resulting from the leasing of, or sale of, timber and other products from state forest lands managed by the Department of Natural Resources. It also includes taxes from private harvest timber sales.

Charges for Goods and Services: This category includes fees received from library printing and copying services. It also includes use fees from the sale of library cards to non-residents and from contracted services with other entities, such as the Whatcom County Jail.

Miscellaneous Revenues: This source of revenue includes investment interest earned through participation in the Whatcom County Investment Fund. It also includes fees received for library meeting room use, private grants and donations, charges for lost or damaged library materials, and other miscellaneous revenue such as rebates and reimbursements.

Other Financing Sources: This category includes non-revenue items such as proceeds from the sale of capital assets and insurance recoveries.

Expense Accounts:

Salaries, Wages, and Benefits: This expense category includes wages and fringe benefits for WCLS employees, including medical and dental insurance; contributions for employees enrolled in the State of Washington Public Employee Retirement System (PERS); contributions into the Social Security and Medicare systems; workers' compensation (Labor and Industries); state Paid Family and Medical Leave; long-term disability insurance; and unemployment compensation.

Supplies and Minor Equipment: This section includes office, program, maintenance, and custodial supplies, as well as fuel. It includes small tools and equipment items such as computer hardware, furnishing and fixtures, shelving, book returns and carts, etc. It also includes the collection materials budget that comprise WCLS's lending collection.

Other Services and Charges: This category includes costs for professional services, such as legal, payroll, programming, cataloging, and Interlibrary Loan services. It includes communication costs, such as postage, courier services, and phone and internet charges. Travel; use and excise taxes; auto, liability and property insurance; utilities; repairs and maintenance; and other miscellaneous expenses are also reported here.

Other Financing Uses: This category includes transfers to the WCLS Capital fund. This transfer is equal to the prior year's revenue received from certain intergovernmental sources, such as those resulting from the sale of timber and other products from state forest lands.



Board Meeting Agenda Item Cover Sheet

Meeting Date:	4/18/2023
Committee or Department:	Administration Department
Subject:	First Amendment to the Lynden Library Interlocal Cooperative Agreement
Prepared By:	Christine Perkins
Impact upon Budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Supporting Documents:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Recommendation or Request: Authorize the Executive Director to sign the First Amendment to the Lynden Library Interlocal Cooperative Agreement.

Suggested Motion for Consideration: Move approval to authorize the Executive Director to sign the First Amendment to the Lynden Library Interlocal Cooperative Agreement.

Summary: Our Interlocal Agreement with the City of Lynden is reaching the end of its 21-year term and expires this month. Initially, it detailed the terms of cooperation to construct the Lynden Library as well as the exchange of services between WCLS and the City of Lynden to provide library services to City residents. This First Amendment simplifies the agreement to eliminate reference to the building's construction and updates minor details about our exchange of services. The only substantive change is to require us to carry umbrella insurance up to \$10,000,000, which is something that WCLS already does.

The term of this First Amendment is 10 years, which seems reasonable given the age of the building.

The City of Lynden has been an excellent partner and has taken meticulous care of the Lynden Library for the past 20+ years, and we wish to continue our strong relationship.

Alternatives: N/A

Fiscal Impact: N/A

Comments: This document has been reviewed by our attorney Dan Gottlieb of HCMP.

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY RURAL LIBRARY
DISTRICT AND CITY OF LYNDEN FOR LIBRARY SERVICES, LEASE
AGREEMENT AND LIBRARY CONSTRUCTION**

THIS FIRST AMENDMENT (this “First Amendment”) is made and entered into this ____ day of April, 2023, by and between the WHATCOM COUNTY RURAL LIBRARY DISTRICT, a Washington rural county library district (hereinafter "District"), and the CITY OF LYNDEN, a Washington non-charter municipal corporation (hereinafter the “City”). The District and the City may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the District and the City entered into an Interlocal Cooperative Agreement (the “Interlocal Agreement”) dated March 29, 2002, whereby the City contracted with the District for the provision of library services;

WHEREAS, at the time the Parties entered the Interlocal Agreement, the City was planning to construct a new library facility within the city limits and the Parties wished to collaborate on the design and construction of the new facility;

WHEREAS, the purpose of the Interlocal Agreement was to establish the terms and conditions under which the District would provide library services to residents of the City, to describe the conditions of the lease under which the District would occupy the City’s library facilities, and to describe the process, procedures, and conditions by which the City and the District would cooperate in the construction of the new facility to ensure that it met joint requirements;

WHEREAS, the new City library facility was successfully completed in March 2003 and the District has provided library services there under the terms of a 20-year lease contained in the Interlocal Agreement; and

WHEREAS, the 20-year lease contained in the Interlocal Agreement is set to expire in April 2023, and the Parties now wish to amend the Interlocal Agreement for the purposes of extending the lease term for an additional 10 years as permitted by Section 2.1.b. of the Interlocal Agreement, removing obsolete references to construction of the now-completed new Library Facility, and updating other terms and conditions as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree that the following provisions of the Interlocal Agreement shall be amended and modified as follows:

BACKGROUND and PURPOSE

The Whatcom County Rural Library District is authorized by Washington law to provide library services to unincorporated areas of Whatcom County, and to incorporated areas of the county that annex to or contract with it for such services. Effective January 1, 1999, the citizens of Lynden voted to annex to the District for library services.

The District currently provides branch library services in Lynden using the City owned Library Facility (herein after defined). The District is willing to provide continuing library services under the terms described herein.

The purpose of this Agreement is:

- 1) To establish the terms and conditions under which the District will provide library services for residents of the City; and
- 2) To describe the conditions of the lease under which the District will occupy the Library Facility.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

2. TERM OF LEASE AND LIBRARY SERVICES.

2.1 Term of Lease. The City, as owner of the Library Facility, agrees to extend the term of the lease of said Library Facility to the District under the terms and conditions set forth herein. The extension of the lease term will be a period of ten (10) years, through April 30, 2033.

2.2 Library Services. The District will provide library service within Lynden as deemed appropriate by the District with due regard to Lynden's needs and the capacity of the facilities provided by Lynden (the "Library Services"). The residents of Lynden are entitled to the same library privileges as are provided for residents of the unincorporated territory of the District and its other annexed cities. The District reserves the right to rotate material throughout the system.

The day-to-day management and operation of Library Services within Lynden shall be under the supervision of and conducted by the Executive Director of the District or his or her designee, all of whom shall be employees of the District, and subject to all of the personnel policies and procedures of the District. The District shall provide all management, supervision, personnel, furniture, materials, equipment and supplies necessary for the library operation and shall take all reasonable precautions to prevent damage, injury or loss, by reason of or related to the operation and maintenance of the Library Facility.

3. LEASE OF CITY FACILITIES.

3.1 Definitions. Throughout this Agreement, references to the "Library Facility" or the "Premises" shall mean the City owned building located at 216 Fourth Street, Lynden, Washington 98264 and situated on the real property legally described in **Exhibit A** hereto.

3.2 Facility Use. The District hereby agrees to use the Library Facility for the operation of a public library and for no other purpose.

3.3 District Maintenance and Repair. The District will provide for general janitorial services to keep the Library Facility in neat and clean condition, including lightbulb replacement; mat cleaning and replacement; floor covering cleaning, including one half of the cost of floor covering replacement due to wear and tear; rest room cleaning, providing restroom and cleaning supplies; and one half of the cost of interior painting.

3.4 City Maintenance and Repair. The City will, at its sole cost and expense, reasonably maintain the Library Facility in good condition and repair, including but not limited to all designated parking areas, sidewalks, driveways, fences, storm drains, utility lines and meters, exterior and one half of the cost of interior painting (excluding interior touchup painting), landscaping (including lawn care and snow removal), repairs and maintenance to the roof and the exterior of the building, one half of the cost of carpet replacement, wiring, lighting fixtures, windows, plumbing and any repairs and maintenance to the mechanical integrity of the heating and cooling equipment, excluding modifications or changes to doors, door locks, and security systems. This provision does not apply to damage to the Premises caused intentionally, recklessly or from misuse by the District employees.

The determination of the timing and scope of the interior painting and carpet replacement will be mutually agreed by the Parties considering available funds.

3.7 Alterations and Additions.

a. The District shall not make any alterations, additions, improvements, utility installations (including power panels) in, on or about the Premises without written consent of the City, which consent will not be unreasonably withheld. It is also understood that the District may seek consent to expand the Library Facility at a future date, such as by utilizing adjacent City-owned property, and the District will exercise a good faith effort to bring about the District's desire to expand the Library Facility.

3.8 Insurance.

a. Liability Insurance. The District, at its sole expense, shall maintain bodily injury liability, property damage, and umbrella insurance naming the City as an additional insured in connection with the use and condition of the Library Facility in the amounts of at least \$1,000,000 for bodily injury to or death of one person and/or property damage, \$2,000,000 aggregate for one policy term, and \$10,000,000 in umbrella coverage. The City, at the City's sole expense, shall maintain bodily injury liability and property damage liability insurance naming the District as an additional insured in connection with the use and condition of the current library building in the amounts of at least \$1,000,000 for bodily injury to or death of one person and/or property damage, and \$2,000,000 aggregate for one policy term. The District and the City shall timely provide each other with proofs of such coverage.

c. *Section 3.8(c) is deleted in its entirety.*

d. Fire and Extended Coverage. The City, at City's sole expense, shall furnish and maintain for the benefit of the City (i) fire and extended coverage insurance on the Library Facility for the full, insurable replacement value of the Premises, together with insurance against vandalism and malicious mischief, and (ii) insurance against damage for heating, air conditioning and other such apparatus of at least \$300,000. The City shall timely provide the District with proof of such coverage.

e. *Section 3.8(e) is deleted in its entirety.*

3.9 Access. The City shall have the right to enter the Library Facility at all reasonable times for the purpose of inspection or maintenance. The City shall retain a key for such purposes.

4. *Section 4 is deleted in its entirety.*

5.6 Notice. Any notice required to be given by either Party to the other shall be deposited in U.S. mail, postage prepaid, addressed as follows or at such other address as either Party may designate to the other in writing:

District: Whatcom County Library System
5205 Northwest Road
Bellingham, WA 98226

City: City of Lynden
300 4th Street
Lynden, WA 98264
Attn: City Administrator

With copy to: Carmichael Clark, P.S.
1700 D Street/P.O. Box 5226
Bellingham, WA 98227
Attn: Robert A. Carmichael

SUPERSESSON/ OTHER TERMS BINDING.

The terms and conditions in this First Amendment shall be deemed to supersede and replace any and all inconsistent provisions of the Interlocal Agreement between the Parties. Except as specifically superseded and replaced herein, all the remaining provisions of the original Interlocal Agreement shall continue to be fully binding upon the Parties. Together, the un-superseded terms of the original Interlocal Agreement and this First Amendment shall be the "Amended Interlocal Agreement".

[Signatures and Attestations Follow]

IN WITNESS WHEREOF, the District and the City have signed their names to the Amended Interlocal Agreement the day and year first above written.

DISTRICT:

CITY:

Whatcom County Rural Library District

City of Lynden

By: _____
Its: _____

By: _____
Its: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that they signed this instrument as _____ of the Whatcom County Rural Library District, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

NOTARY PUBLIC in and for the
State of Washington. My
Commission expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that they signed this instrument as _____ of the City of Lynden, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

NOTARY PUBLIC in and for the
State of Washington. My
Commission expires_____.

EXHIBIT A

Legal Description

Lot 1 and half of Lot 2, together with Lots 6, 7, 7, 9, and 10, Block 15, "Supplemental and Corrected Plat of Lynden," as per the map thereof, recorded in Book 3 of Plats, Page 48, in the Auditor's Office of Whatcom County, Washington, subject to the Covenant to Bind Properties recorded at Auditor's File No. 2020303228, records of Whatcom County, Washington; together with the south half of vacated Liberty Street abutting Block 15 and with that portion of vacated 4th Street abutting Block 15 as would attach by operation of law, pursuant to Ordinance 1308 of the City of Lynden, recorded at Auditor's File No. 2071200069, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

**INTERLOCAL AGREEMENT
BETWEEN
WHATCOM COUNTY RURAL LIBRARY DISTRICT
AND CITY OF LYNDEN
FOR LIBRARY SERVICES, LEASE AGREEMENT
AND LIBRARY CONSTRUCTION**

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter called "Agreement") is entered into by and between the WHATCOM COUNTY RURAL LIBRARY DISTRICT (hereinafter called "District") and the CITY OF LYNDEN, WASHINGTON (hereinafter called "City") as of March 29, 2002, as authorized by RCW 39.34. The District and the City are hereinafter sometimes collectively referred to as the "Parties."

BACKGROUND and PURPOSE

The Whatcom County Rural Library District is authorized by Washington law to provide library services to unincorporated areas of Whatcom County, and to incorporated areas of the county that annex to or contract with it for such services. Through 1998, the City of Lynden contracted with the District for library services. Effective January 1, 1999, the citizens of Lynden voted to annex to the District for library services.

The District currently provides branch library services in Lynden using a City-owned facility. The City has determined that its current facility is inadequate, and has decided to construct a new facility within the City limits in order to meet the needs of its population. The District desires to relocate its System Reference Center (Reference Center), which supports services in all communities served by the District. The District believes that the new library would be a good, central and adequately sized location for the Reference Center and desires to work with the City to build the new facility to accommodate the needs of the City and the District. The City owns the property on which the new facility will be constructed. The District is willing to share in the cost of constructing the new facility, and will provide continuing library services under the terms described herein.

The parties wish to closely collaborate in designing and constructing the new facility so that it meets their joint requirements. The parties acknowledge that the design and the specifications in the building plans on which the City solicited bids meet their joint requirements. To facilitate cooperation and close collaboration between the City and the District, there shall be established two advisory committees, including the Lynden Library Project Management Team, and the Lynden Library Advisory Committee. The duties, responsibilities and membership of these bodies shall be provided herein.

The purpose of this Agreement is:

- 1) ~~To establish the terms and conditions under which the District will provide~~
library services for residents of the City; and
- 2) To describe the conditions of the lease under which the District will occupy the City's library facilities; and
- 3) To describe the process, procedures and conditions by which the City and the District will cooperate in the construction of the new facility to assure that it meets their joint requirements.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. IDENTIFICATION OF PARTIES TO THIS AGREEMENT

- (A) The Whatcom County Rural Library District is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington and is authorized to provide library services.
- (B) The City is a municipal corporation duly organized under and by virtue of the laws of the State of Washington and is authorized to provide library services pursuant to RCW 27.12.025

2. TERM OF LEASE AND LIBRARY SERVICES

2.1 Term of Lease. The City, as owner of the new building, agrees to lease said building to the District under the terms and conditions set forth herein. The term of the *lease* in the following facilities will be a period of approximately twenty-one (21) years, calculated as follows:

a. The District shall have exclusive use of the current Lynden branch library building until the District occupies the new Library facility; however, should the District not occupy the new facility for any reason within one hundred eighty (180) days of the date it is ready for occupancy, the terms of the lease for the current facility, the new facility, and this Agreement, must be renegotiated. The anticipated date of the District's initial occupancy of the new library is approximately March 1, 2003. Subject to the City's receipt of payment of two hundred and fifty thousand dollars (\$250,000) as required in section 4.5, the District shall have exclusive use of the new library until the end of the month in which the 20th anniversary of its initial occupancy falls.

b. The City and the District agree that this Agreement may be extended for an additional ten (10) year period upon expiration of the initial 20 year term of the District's occupancy of the new library on terms and conditions mutually acceptable to the parties hereto, and the City and the District agree to cooperate in good faith in negotiating the terms and conditions of such extension, keeping in mind that it is in the best interest of the citizens of the City to be provided quality library services.

2.2 Library Services ~~The District shall make use of the current Lynden branch~~
library building and the new library, including all public meeting rooms, in accordance
with District-wide policies and procedures established by the Library District Director,
and the District Board of Trustees, with the intent of providing the highest level of
modern library services possible with available resources.

The City may utilize meeting space in the new facility, and City meeting uses will
have priority over non-District users with scheduling to be coordinated with designated
District staff.

The District will provide library service within Lynden as deemed appropriate by
the Library District Director with due regard to Lynden's needs and the capacity of the
facilities provided by Lynden. The residents of Lynden are entitled to the same library
privileges as are provided for residents of the unincorporated territory of the District and its
other annexed cities. The District reserves the right to rotate material throughout the
system.

The day-to-day management and operation of Library Services within Lynden shall
be under the supervision of and conducted by the Library District Director or his or her
designee, all of whom shall be employees of the District, and subject to all of the personnel
policies and procedures of the District. The District shall provide all management,
supervision, personnel, furniture, materials, equipment and supplies necessary for the
library operation and shall take all reasonable precautions to prevent damage, injury or
loss, by reason of or related to the operation and maintenance of the facility.

3 **LEASE OF CITY FACILITIES**

3.1 Definitions. Throughout this Agreement, references to facilities are defined
as:

a. Current or Existing Facility refers to the City owned building
located at 205 Fourth Street, Lynden, Washington 98264. The Legal Description is as
follows:

Lots 3, 4, and 5, Block 16 "Supplemental and Corrected Plat of Lynden,"
Whatcom County, Washington as per the map thereof, recorded in Book 3
of Plats, Page 48.

b. New Facility or New Building refers to the building that will be
constructed at 216 Fourth Street, Lynden, Washington 98264.

~~Lot 1 and half of Lot 2, together with Lots 6, 7, 8, 9, and 10, Block 15,~~
"Supplemental and corrected Plat of Lynden," as per the map thereof, recorded in Book 3 of Plats, page 48 in the Auditor's Office of Whatcom county, Washington, Situate within Section 20, Township 40N, Range 3E, of W. M.,

COMMONLY DESCRIBED AS: That block between 3rd and 4th Street north of Grover Street and south of Liberty Street, in Lynden, Washington.

Unless otherwise specified, the lease provisions are applicable to both facilities.

3.2 Facility Use. The District hereby agrees to use the existing library facility and the new facility only for the operation of a public library and for no other purpose.

a. The District shall have full use of the current library facility until such time as it occupies the new library facility, subject to section 2.1(a). The term of this lease agreement runs for twenty years from the date the new facility is occupied.

b. Upon the District's occupancy of the new library, the District shall surrender the current Lynden branch library building and shall turn over all keys to the City upon termination. Upon termination of the District's occupancy of the new building, the District shall surrender the new library in as clean and neat condition as when possession was tendered, normal wear and tear excepted, and the District shall turn over all keys to the City upon termination.

3.3 District Maintenance and Repair. The District will provide for general janitorial services to keep current Lynden branch library building and the new library facility in neat and clean condition, including lightbulb replacement; mat cleaning and replacement; floor covering cleaning, -including one half of the cost of floor covering replacement due to wear and tear; rest room cleaning, providing restroom and cleaning supplies and one half of the cost of interior painting.

3.4 City Maintenance and Repair. The City will, at its sole cost and expense, reasonably maintain the building in good condition and repair, including but not limited to all designated parking areas, sidewalks, driveways, fences, storm drains, utility lines and meters, exterior and one half of the cost of interior painting (excluding interior touchup painting), landscaping (including lawn care and snow removal), repairs and maintenance to the roof and the exterior of the building, one half of the cost of carpet replacement, wiring, lighting fixtures, windows, plumbing and any repairs and maintenance to the mechanical integrity of the heating and cooling equipment, excluding modifications or changes to doors, door locks, and security systems. This provision does not apply to damage to the premises caused intentionally, recklessly or from misuse by the District employees.

The determination of the timing and scope of the interior painting and carpet replacement will be mutually agreed by the parties considering available funds.

3.5 Utilities. The District will pay for the basic utilities including telephone, gas, electricity, water, sewer, solid waste and recycling.

3.6 Taxes. The City agrees to pay any real estate taxes or special assessments which are due and payable during the term of this Lease.

3.7 Alterations and Additions.

a. The District shall not make any alterations, additions, improvements, utility installations (including power panels) in, on or about the premises without written consent of the City, which consent will not be unreasonably withheld. It is also understood that the District may seek consent to expand the new facility at a future date, such as by utilizing adjacent City-owned property as specified in Section 4.2 of this Agreement, and the District will exercise a good faith effort to bring about the District's desire to expand the new facility.

b. On termination, all alterations, improvements, additions or fixtures made by the District, other than the District's property, shall become the property of the City and be surrendered with the premises.

3.8 Insurance.

a. Liability Insurance. The District, at its sole expense, shall maintain bodily injury liability and property damage liability insurance naming the City as an additional insured in connection with the use and condition of the current library building in the amounts of at least \$1,000,000 for bodily injury to or death of one person and/or property damage, and \$2,000,000 aggregate for one policy term. The City, at the City's sole expense, shall maintain bodily injury liability and property damage liability insurance naming the District as an additional insured in connection with the use and condition of the current library building in the amounts of at least \$1,000,000 for bodily injury to or death of one person and/or property damage, and \$2,000,000 aggregate for one policy term. The District and the City shall timely provide each other with proofs of such coverage.

b. Waiver. The City shall not be liable for loss or damage to the District's property. The District assumes all risk of damage to property or injury to persons on, upon or about the library premises under the control of the District except damage to property or injury to persons resulting from any act of negligence, wrongdoing or fault of the City and except for damage to property or injury to persons on or about the portion of the premises used by the City or its licensees.

c. Fire and Extended Coverage - Current Lynden Branch Library Building. Effective upon the City's annexation to the District on January 1, 1999, and terminating on the date of the District's occupancy of the new library, the City, at City's sole expense, shall furnish and maintain for the benefit of the City (i) fire and extended coverage insurance on the current Lynden branch library building for the full, insurable replacement value of the premises, together with insurance against vandalism and malicious mischief, and (ii) insurance against damage for heating, air conditioning and other such apparatus of at least \$ 200,000. The City shall timely provide the District with proof of such coverage.

d. Fire and Extended Coverage - New Library. Effective upon the date of the District's initial occupancy of the new library, the City, at City's sole expense, shall furnish and maintain for the benefit of the City (i) fire and extended coverage insurance on the new library for the full, insurable replacement value of the premises, together with insurance against vandalism and malicious mischief, and (ii) insurance against damage for heating, air conditioning and other such apparatus of at least \$ 300,000. The City shall timely provide the District with proof of such coverage.

e. The District shall coordinate coverage of all insurance policies so that any use of either facility will be covered by insurance as herein described, including providing overlapping coverage for any time the District occupies both buildings.

3.9 Access. The City shall have the right to enter the facilities at all reasonable times for the purpose of inspection or maintenance. The City shall retain a key for such purposes.

3.10 Hold Over. If the District, with or without the express consent of the City, shall hold over after the expiration of the term of this Agreement, the District and the City shall remain bound by all the covenants and provisions herein. Nothing herein shall be construed to authorize the District to hold over beyond the expiration of this Agreement or lease.

4 FACILITY CONSTRUCTION

4.1 Scope. The City and the District agree to work together closely to design and build a new library facility suitable for the purposes of the Lynden Branch of the Whatcom County Rural Library District. It is the intention of the parties that the new library will be built on property owned by the City. The design and construction of the new library facility will be financed in part by bonds issued by the City of Lynden and to be paid for by the City.

a. In consideration for the City providing adequate space for the District's ~~System Reference Center and the City allowing the close collaboration of the District in~~ the design and construction process, the District will make payment to the City for design and construction costs as hereinafter described. The District desires to contribute funds to augment the size of the new library by approximately 2,000 square feet to approximately 15,000 square feet, to accommodate the District's Public Reference Center.

b. The Library shall be identified by exterior lettering similar to this:

LYNDEN LIBRARY
Lynden Branch Whatcom County Library System

c. The building shall be completed, with carpet, paint, electrical, fire/security alarm, heating and air conditioning, window treatments, plumbing and electrical fixtures, and ducts for telephones and computers, but the completed building will not include books or furniture and library equipment or telephone and computers used and provided by the District and shall meet all code requirements including all applicable requirements of the Americans with Disabilities Act, and.

4.2 Design and Construction. The size of new library shall be approximately 15,000 square feet upon completion in order for it to be adequately sized to house the System Reference Center. The building will be sited on the west side of the property to accommodate potential expansion using adjacent City-owned property. In addition to allocating approximately 2,000 square feet of space for the Reference Center the new library will include space for, but not limited to: public seating; electronic information resources; the circulating book collection and circulation desk; meeting and study rooms, offices for library staff and administration; staff workroom; staff lounge and restroom; storage space for staff and Friends of the Library, and a delivery/staging area.

The target date for completion of construction is February 28, 2003.

4.3 Final Plan Approval. The City and the District both have a significant interest and financial involvement in the construction of the new library and both parties agree to cooperate in the planning and design of the proposed facility. The City and the District will closely collaborate on all of the planning, design and construction phases of the new library. The City shall have final authority over all decisions related to the construction of the new building.

a. The City and the District have formed the Lynden Library Project Management Team, which shall make recommendations on matters to be decided by the City Council and which shall be constituted as follows:

(1) Mayor of Lynden

- (2) Three City Council members (Public Works Committee)
 - (3) ~~City Administrator or designee~~
 - (4) Library District Director or designee
 - (5) Public Works Director (who serves as Project Manager)
 - (6) Lynden Library Branch Manager.
 - (7) Project Inspector.
-

b. The City and the District have formed the Lynden Library Advisory Committee, which shall provide advice and recommendations to the Project Management Team on matters pertinent to local library users and to the District, and which shall be constituted as follows:

- (1) One member of the Friends of the Library
- (2) Two community members such as school district representatives
- (3) Library District Assistant Director for Public Services or designee
- (4) Lynden Library Branch Manager
- (5) Approximately 3-4 District employees with expertise in areas such as reference and youth services, technology, facilities, circulation, etc.

c. The Project Manager shall oversee the design and construction of the new library on behalf of the City and the District. The District shall pay for the cost of a Project Inspector as specified in Section 4.5.c. to help the Project Manager throughout construction to insure that the new library, as finally completed, will fully accommodate the needs of both the District and the City. Toward this goal, the City and the District shall meet with the Project Manager and Project Inspector on a regular basis to review construction progress and compliance. The City and District shall work together in coordination with the Project Manager to insure that the building is constructed according to the plans and specifications. Any items not covered in the plans and specifications will be discussed by both the City and District in consultation with the Project Manager and project architect. The City will make a good faith effort that only changes that accommodate and fully satisfy the needs of the City and the District are approved.

4.4 Construction of the terms of Section 4 of this Agreement will be administered by the Mayor or his or her designee.

4.5 Payments by the District.

a. The District agrees to contribute to the cost of the design and construction of the new building by payment to the City of two hundred and fifty thousand dollars (\$250,000), so long as the new building, as completed, is approximately 15,000

square feet, and is constructed substantially in accordance with the building plans and specifications as approved and bid without any material change or deviation therefrom, unless otherwise agreed to by the District. This payment of two hundred and fifty thousand dollars (\$250,000) is due and payable to the City prior to or upon occupancy of the new facility. Notwithstanding any other provision in this Agreement, the District's right to use and occupy the new building in accordance with the terms herein shall not exist unless and until the District makes said payment to the City of two hundred and fifty thousand dollars (\$250,000).

b. In the event that the District must cease occupying the new facility, the City shall reimburse the District twelve thousand five hundred dollars (\$12,500) for each remaining full calendar year of the original term of this Agreement.

c. In addition to the above payment by the District, the District agrees to reimburse the City for the costs of hiring a Project Inspector, up to a maximum of \$25,000, to help the Project Manager insure: (1) that the new library, when finally completed, substantially accommodates the needs of both the District and the City; and (2) that priority is given to the operational needs of the branch library and reference center when reviewing construction progress and compliance.

4.6 New Library: Damage or Destruction—Repairs and Restoration

a. If the new library is damaged as a result of fire, casualty or act of God and such damage and destruction is covered by casualty insurance, the City agrees to construct and restore the premises in compliance with applicable building codes and other governmental regulations substantially in accordance with the size and configuration of the library facility prior to destruction.

b. If the City and the District mutually elect not to restore and construct the premises so that the District is without a suitable library branch in Lynden and the District is without the System Reference Center consisting of approximately 2,000 square feet, then the City agrees to reimburse the District from insurance proceeds a pro rata portion of the insurance proceeds, meaning a percentage of the insurance proceeds that equals the same percentage that the remaining balance of the amount paid by the District to the City represents as to the total cost of construction of the facility times the insurance proceeds.

5. GENERAL TERMS AND CONDITIONS

5.1 Assignment. Neither party shall voluntarily or by operation of law assign, sublet or otherwise transfer or encumber any part of this Agreement or their interest therein

or in the premises without the prior, written consent of the other party. Any attempted assignment, transfer, encumbrance or subletting without such consent shall be void.

5.2 Relationship of the Parties. The parties agree that they are each an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement.

5.3 Indemnification. The District agrees to indemnify, defend and hold the City, its agents, officers and employees harmless from, and shall process and defend at its own expense (including attorney's fees), all claims, demands or suits at law or reasonable equity arising out of the District's, its agent's, officer's or employee's performance or failure to perform any and all duties or may arise as a result of the District's use of the library building to the extent same are caused by negligence, misconduct or other fault of the District, its agents or employees; and the City agrees to indemnify, defend and hold the District, its agents, officers or employees, harmless from and shall process and defend at its own expense all claims, demands or suits at law or reasonable equity arising out of the City's, its agent's, officer's or employee's performance or failure to perform any of the duties prescribed by this agreement or arising out of the use of the facilities by the City to the extent the same are caused by the negligence, misconduct or fault of the City, its agents or employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of the City and the District, this indemnity provision with respect to such claims or suits shall be valid and enforceable only to the extent of the City's or the District's negligence.

This indemnification provision shall apply to all services, facilities, matters and incidents that arise from any part of this Agreement, including but not limited to provision of services, facilities leases, and construction provisions.

5.4 Withdrawal.

a. If at any time under the current or present laws of the State of Washington that as a result of an adjustment or increase of the levy rate within the City that is the direct cause of a reduction of the District's levy rate under applicable provisions of Chapter 84.52 RCW causing the District to suffer financial difficulties or substantial reduction in the District's revenue, then in such event the City agrees to adopt a sufficient resolution or take sufficient action pursuant to Chapter 27.12 RCW to authorize and approve the withdrawal of the City from the District.

b. Upon withdrawal of the City from the District as provided herein, the District agrees to contract with the City for the uninterrupted library services at a rate

of compensation approximately equivalent to the revenue the District would receive if the City remained in the District. The City shall remain free to enter or not enter into such a contract, in its sole discretion.

c. If after withdrawal of the City from the District as provided herein there is no longer a reduction of the District's levy rate under the applicable provisions of Chapter 84.52 RCW, the District agrees in such event to adopt a resolution authorizing and approving, to the extent the same is required by the District pursuant to Chapter 27.12 RCW, the re-annexation of the City to the District, all subject to a possible referendum as provided in said statute.

5.5 Non-Discrimination. The parties shall perform their responsibilities under this agreement in a manner which assures fair, equal and non-discriminatory treatment of all persons, with respect to race, creed, sex, Viet Nam era veteran status, disabled veteran condition, physical or mental handicap, or national origin and, in particular:

a. The parties will maintain open hiring and employment practices and will welcome application for employment in all positions from qualified individuals who are members of such minorities; and

b. The parties will comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to such minority status.

5.6 Notice. Any notice required to be given by either party to the other shall be deposited in U.S. mail, postage prepaid, addressed as follows or at such other address as either party may designate to the other in writing:

District: Whatcom County Library System
5205 Northwest Road
Bellingham, WA 98226



City: City of Lynden
323 Front Street
Lynden, WA 98264

With copy to: Visser, Zender & Thurston
1700 D Street /P.O. Box 5226
Bellingham, Washington 98227
Attn: Mr. Robert Carmichael

5.7 Modification. No changes or modifications of this agreement shall be valid or binding upon either party to this agreement unless such changes or modifications be in writing and executed by both parties.

5.8 Venue Stipulation. This agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by the parties hereto that this agreement shall be governed by the laws of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

CITY OF LYNDEN:

By 
Mayor
By 
City Administrator

Date

Date

Approved as to form:

City Attorney

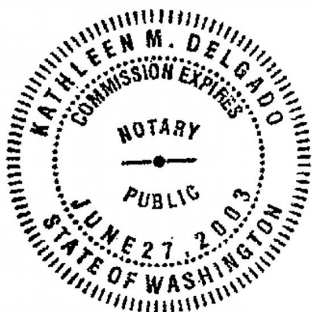
WHATCOM COUNTY RURAL LIBRARY DISTRICT:

By 
District Director

Date

State of Washington)
)ss
County of Whatcom)

I certify that I know or have satisfactory evidence that Jack Louws is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledged it as agents of **The City of Lynden** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: March 29, 2002

Name: 

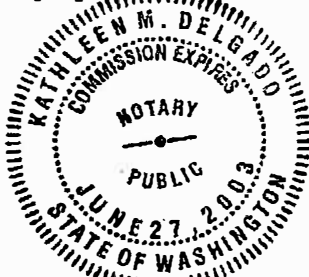
Page 12

Notary Public

My commission expires: June 27, 2003

State of Washington)
)ss
County of Whatcom)

I certify that I know or have satisfactory evidence that William Verwolf is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledged it as agents of **The City of Lynden** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: March 29, 2002

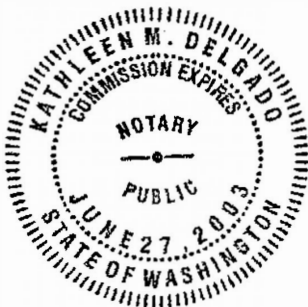
Name: [Redacted]

Notary Public

My commission expires: June 27, 2003

State of Washington)
)ss
County of Whatcom)

I certify that I know or have satisfactory evidence that Andrew Waters is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledged it as agents of **The Whatcom County Rural Library District** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



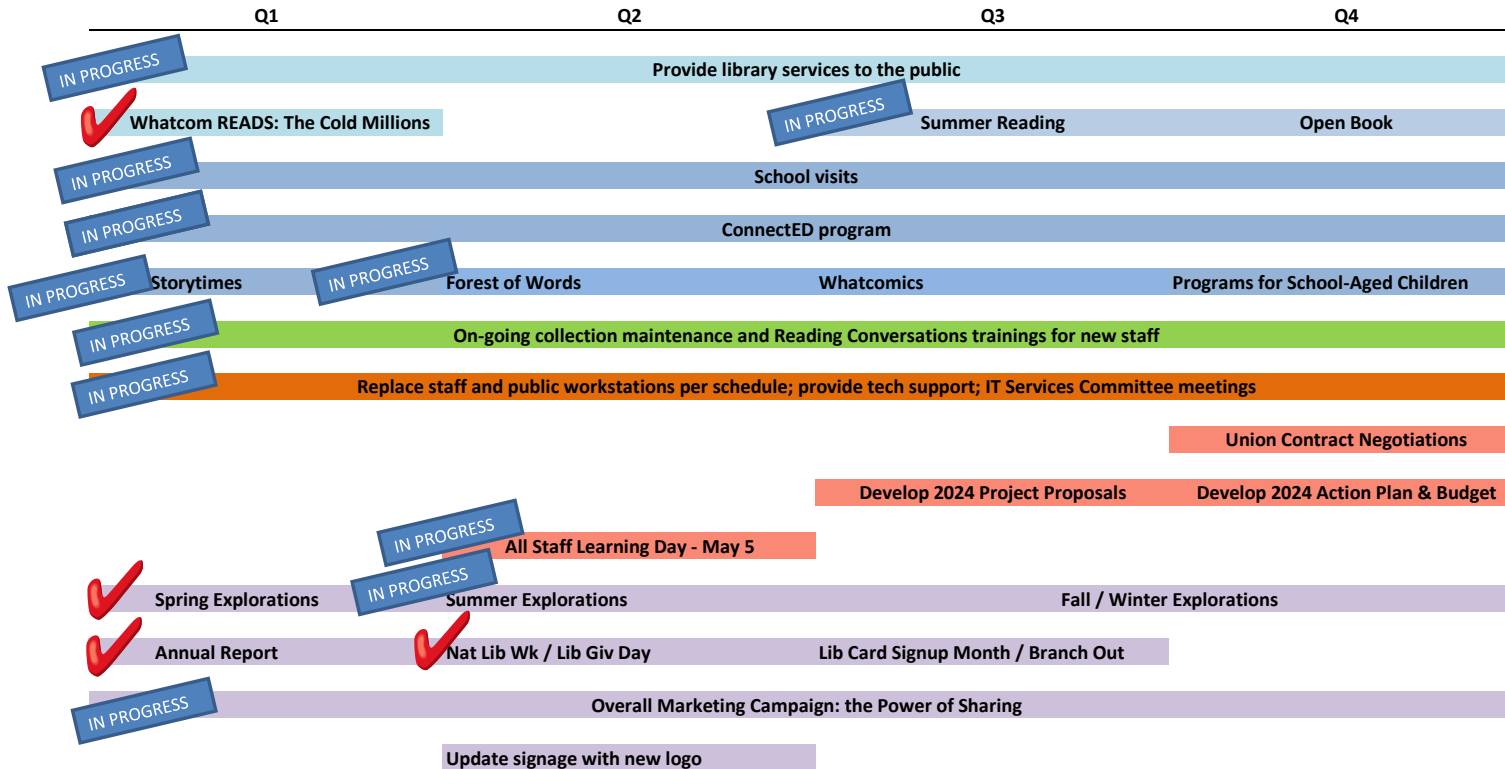
Dated: March 29, 2002

Name: [Redacted]

Notary Public

My commission expires: June 27, 2003

2023 STRATEGIC ACTION PLAN - **APPROVED** - ONGOING PROJECTS - **Q1 UPDATE**



KEY	
	Public Services
	Youth Services
	Collection Support
	IT
	Admin / HR
	Community Relations
	Facilities
	new operating budget impact
	new capital expense
	continuation
	completed

2023 STRATEGIC ACTION PLAN - **APPROVED** - NEW STRATEGIC PROJECTS - **Q1 UPDATE**



KEY	
	Public Services
	Youth Services
	Collection Support
	IT
	Admin / HR
	Community Relations
	Facilities

\$	new operating budget impact
	new capital expense
IN PROGRESS	continuation
✓	completed

COMMUNITY

Because Fall can be a challenging time to get our staff together, we have shifted All Staff Learning Day to May 5 this year. All WCLS locations will be closed that day for staff training and community-building activities. We have reserved three buses to transport groups of staff to clusters of library branches in our system, giving staff the opportunity to tour other libraries and connect with their colleagues while learning new skills.

ACCESS

The Idaho state legislature approved a measure that would "allow the guardian of a child who was able to obtain "harmful" material from a library to claim \$2,500 in statutory damages for each instance the material was obtained," according to an article in the *Idaho Statesman* (attached). Governor Brad Little vetoed the bill, saying it would have unintended consequences for libraries and library patrons. The House failed to pass a measure to override the governor's veto, lacking just one vote to reach the necessary 2/3 threshold to override. Other states are watching Idaho's example.

RESOURCES

A recent Publisher's Weekly column posits, "Should Public Libraries Double-Down on Print Book Collections?" (attached). What do you think? What implications does this have for WCLS?

EQUITY, DIVERSITY AND INCLUSION

Interlibrary Loan Specialist Sarah Miller wrote an article for Alki: the Washington Library Association Journal, "[Say What? Adding Closed Captions is Easy and Benefits Everyone](#)". Sarah gives tips to other libraries on how to develop captions for library-produced videos. The article includes a link to an instructional video Sarah created to train WCLS staff (and others) to use Amara, a free online captioning tool. It's fascinating and shows the efforts that WCLS is making to improve service to d/Deaf and hard-of-hearing patrons.

STEWARDSHIP

Library Giving Day donations topped \$14,000 this year, thanks to in-library support from Friends of the Library groups at many branches. We appreciate the extra efforts of our Friends to make this day a success!

WCLF hosted "Fostering Our Future: Keeping Libraries Strong for Generations to Come" at the Ferndale Library on April 14. Longtime donors to WCLF were invited to learn more about WCLS's successes and challenges as well as the library endowment fund and opportunities for planned giving.

Christine Perkins
Executive Director

Idaho bill allowing parents to sue libraries over ‘harmful’ books heads to governor

BY RYAN SUPPE

UPDATED MARCH 31, 2023 4:35 PM

The Legislature on Friday advanced the bill to Gov. Brad Little. The bill would allow the guardian of a child who was able to obtain “harmful” material from a library to claim \$2,500 in statutory damages for each instance the material was obtained.

Idaho libraries and schools soon could be sued for allowing minors to obtain books, films and other media that depict sexual content deemed “harmful” for kids. The Legislature on Friday advanced the bill to Gov. Brad Little. The bill would allow the guardian of a child who was able to obtain “harmful” material from a library to claim \$2,500 in statutory damages for each instance the material was obtained. Senate President Pro Tem Chuck Winder, R-Boise, said the bill would create age-appropriate separations between library material. It requires that library officials take “reasonable” steps to restrict access of material to minors to avoid liability, according to the legislation. But opponents said the bill’s definition of “harmful” material is too broad. Parents should be responsible for ensuring their kids don’t access inappropriate content, they said, and the civil “bounty” could be abused.

Sen. Geoff Schroeder, R-Mountain Home, said Thursday that he supports the intent of the bill, but he opposed the enforcement mechanism. “My objection to this bill is a \$2,500 bounty for a private right of action for what could be construed as an innocent mistake by a librarian or library board,” Schroeder, a prosecuting attorney, told the full Senate.

“Harmful” material, according to the bill, features “nudity, sexual conduct, sexual excitement or sado-masochistic abuse” when it’s lewd or “patently offensive to prevailing standards” among adults. “Sexual conduct” under the law includes depictions of masturbation, homosexuality, sexual intercourse and physical contact with genitals and female breasts. Senate Minority Leader Melissa Wintrow, D-Boise, said there’s no pornography in libraries and highlighted the reference to “homosexuality” in content that would be considered “harmful.” “There are people that are trying to ban books with LGBTQ themes,” Wintrow told the Senate. “I think that’s what this is about.” Madison Hardy, spokesperson for Little, said the governor’s office does not comment on pending legislation.

BILL RESURRECTED AFTER REJECTION Earlier this month, members of the House Education Committee rejected a previous version of the bill, citing the severity of the damages — which initially were \$10,000 — among other reasons. Rep. Julie Yamamoto, R-Caldwell, who chairs the education committee, told the full House on Friday that a recent decision by the Ada County Board of Commissioners demonstrates how conflicts over books should be handled. The commissioners rejected a petition to dissolve the Meridian Library District by people who objected to books. “Does this mean that the Ada County commissioners want pornography or harmful material in the hands of children? Absolutely not,” Yamamoto said Friday. “They listened to thousands of people. ... And they said that one of the possible solutions was the May 16 Meridian library trustee election, and there you go.” Gregory Taylor, a teacher librarian at Boise’s Hillsdale Junior High School, told the education committee that a librarian’s job is helping people find books relevant to their everyday lives. “No one standard could ever match all needs and tastes,” Taylor told the committee. “Responsible parents know what their children are reading, and they take the time to make those thoughtful decisions about which books their kids read. Let other

families make their own choices.” After the House Education Committee rejected the first version of the bill, sponsors, Rep. Jaron Crane, R-Nampa, and Sen. Cindy Carlson, R-Riggins, crafted new legislation that reduced the penalty. Instead of going back to the education committee, House GOP leadership directed the new version to the House State Affairs Committee, where it overwhelmingly advanced.

This story was originally published March 31, 2023, 10:08 AM.

Read more at: <https://www.idahostatesman.com/news/politics-government/state-politics/article273804680.html#storylink=cpy>

Idaho House fails to override Gov. Little’s veto of library materials bill, adjourns for the year

Governor said in a letter to legislators that the bill’s ambiguity would lead to unintended consequences for libraries and their patrons

BY: [CLARK CORBIN](#) - APRIL 6, 2023 12:43 PM

On the final day of the 2023 session, the Idaho House of Representatives narrowly failed to override Gov. [Brad Little’s veto](#) of a controversial bill that would have prohibited libraries from providing “harmful materials” to minors.

On Wednesday, Little vetoed [House Bill 314](#), writing in [a letter to legislators](#) that the bill’s ambiguity would lead to unintended consequences for libraries and their patrons. Little also called out a section of the bill that would have allowed minors, their parents or guardians to sue for \$2,500 for a violation of the bill.

“Allowing any parent, regardless of intention, to collect \$2,500 in automatic fines creates a library bounty system that will only increase the costs local libraries incur, particularly rural libraries,” Little wrote. “These costs will be forced onto property taxpayers of Idaho or cause libraries to close to minors altogether.”

The Idaho House voted 40-30 to pass House Bill 314 on March 31, before going at recess to see if Little would veto any late-session bills.

Idaho Legislature adjourns on 88th day of 2023 session

When legislators reconvened Thursday at the Idaho State Capitol in Boise, the Idaho House voted 46-24 — without any debate — to override Little’s veto. It would have taken 47 votes, or two-thirds of the members present, to override the veto.

With the failed override behind them, legislators had little left to act on Thursday, and the Idaho House and Idaho Senate voted to adjourn for the year “sine die” a few moments later.

“There have been several votes on that (library materials) issue and everybody knew where they were at, and it was just time to be done and go home,” House Speaker Mike Moyle, R-Star, told the Idaho Capital Sun on Thursday.

Legislators had finished passing the state budget and [wrapped up most of the year's business March 31](#) before going into recess. Thursday marked the 88th day of the 2023 legislative session, which gaveled in on Jan. 9 with Little's State of the State address.

Should Public Libraries Double Down on Print Book Collections?

Data from the IMLS show gate counts and circulation have been falling for more than a decade. U.K.-based library advocate Tim Coates says print books hold the key to reversing the trend

By Tim Coates |
Mar 10, 2023

Publishers' Weekly

Librarians today are [frustrated and angry about book banning](#) and concerned by [the high prices and restrictions on digital content](#). But there is another serious, fundamental threat to which the library community must pay attention: people are using libraries a lot less than they used to.

In [my last three Freckle Reports](#) (from 2020, 2021, and 2022) [I presented the statistical evidence that both gate counts and circulation numbers have fallen consistently and dramatically](#) over the last decade. The data is drawn from U.S. libraries' reports to the Institute for Museum and Library Services dating back to 2010, and a consumer survey that I've been running since 2019 ([with support from the EveryLibrary Institute](#)).

The declines are serious and suggest that the library's reputation as a vital community resource is in peril. How serious? I fear these trends could lead to the disintegration of U.S. public libraries within a generation if allowed to continue. And without strategic changes visible to the public, I believe they will continue.

Take the U.K. as a cautionary tale. Over the last decade, use of U.K. libraries has been halved and a third of the U.K.'s public libraries have closed. U.K. library usage statistics are now so insignificant that the government appears reluctant to report them. And despite in-person library visits rebounding sharply from their pandemic lows, [the Guardian last week reported](#) that library funding in Britain fell by 17% in 2021/2022.

The danger is clear and evident: when political leaders believe they are paying for something their constituents don't use, they will eventually look to slash that funding.

In the U.S., the problem facing libraries is not a problem of funding—at least not yet. While gate counts and circulation figures have dropped precipitously over the last decade, library funding has actually remained fairly steady. Rather, I believe the problem is rooted in library leadership not understanding—or perhaps not accepting—what the public wants most from their libraries. In a word, books.

Recently, I read an article online in which a librarian argued that the three most important features of his library are its technology, its programs, and its staff. Yet, despite libraries investing millions of

dollars into technology, programs, and staff over the last decade. usage statistics for U.S. library systems are steadily declining.

At the same time there has been no shortage of research suggesting that what the public values most from their public libraries is access to books, in all formats, and a place to read or work in quiet, comfortable, safe surroundings. In the 2022 Freckle consumer survey, some 74% of respondents said their library use was related to reading books and private study with the remaining 26% spread across a variety of other services—findings that have remained consistent since I began running the survey in 2019, and which tracks with other surveys over the years.

It follows that improving features that relate to books and reading holds the key to reversing the decline in library usage. And I believe that a renewed focus on books and reading should be the priority for spending and management.

Consider this: the total annual funding of U.S. public libraries today is greater than the entire income of U.S. trade publishing, yet the amount of money public libraries spend on books each year amounts to only about 5% of publishers' income. According to the most recent IMLS statistics, of the 8,000-plus public libraries in the United States some 4,000—fully half—are spending less than \$2 per resident on books, while the average funding per local resident is \$40.

Spending \$2 per person on books is not enough. Spending \$4 per person would be better. And I believe that if just 6% of the money currently in the staff and management budget was spent instead on books, we would begin to reverse the decline in library usage.

“

I believe that if just 6% of the money currently in the staff and management budget was spent instead on books, we would begin to reverse the decline in library usage.

”

Instead, things appear to be going in the opposite direction. Statistics show that over the past decade U.S. libraries have removed—and not replaced—tens of millions of books, despite the clear need to increase the size of collections to serve the growing diversity of the population. Shrinking book collections has been a terrible mistake, and in my opinion is the single biggest factor bringing about the steep decline in U.S. public library usage figures.

At the same time, usage data suggests that shifting more attention to technology and digital services has not served the library well. For example, the use of library computer terminals fell by 40% in the years before the pandemic, and continues to fall. But even at its highest point, the number of people using computer terminals in libraries was very small compared to those who use libraries for books and reading.

Libraries are also spending increasing amounts of time and money on licensing digital content, which continues to offer a poor return on investment: many e-book licenses are costly and expire within two years; patrons who use digital collections don't have to visit libraries; children use digital services very little, and, of grave concern, the circulation of physical children's books is also in decline.

More programming is not the answer to the decline in library usage, either. While many library programs are useful, the number of people attending programs and events at U.S. public libraries is tiny compared to book circulations. Numerically, libraries achieve far greater impact from people reading and borrowing books than from attending programs. Survey data collected for the Freckle Report shows that some 80% of people say they read or use books, but only 20% say they are using public libraries. Surely we can do better. Yes, librarians can and should read stories to children. But libraries cannot survive as social care, community, and learning centers—the math simply doesn't support such a focus.

The good news is that there is great strength in U.S. public libraries, and plenty on which to build. So as I have done in the last three Freckle Reports, I am once again calling—loudly, and urgently—for a major initiative among U.S. library directors to refocus their efforts on improving their book collections and services. I believe this would rapidly, measurably, and visibly increase the usage of public libraries, and begin to reverse the negative trends of the last decade.

Tim Coates has worked in the book industry for four decades, including as the former CEO of Waterstone's and WH Smith in Europe. He has tracked, advised, commented on, and worked in the public library service for 20 years in the U.K., U.S., and other countries. He can be reached at tim@freckle.us.

ACCESS

At the 2022 Facilities Retreat, a need was identified for more small meeting spaces at libraries designed to support participation in online meetings. Traditional computer labs do not support voice input, and traditional meeting spaces are typically designed for groups of 8-50 people. A number of contemporary solutions to this problem are popping up in airports and other public spaces, and a generous donation to the Blaine Library by patron Joyce Vanderpol provided an opportunity to pilot the Framery workspace.

- Approx. 7' x 7' x 3.5' deep
- Sound insulation provides quiet space for patrons both inside and outside
- Air quality is ensured by a ventilation fan
- Including delivery and installation, approx. \$28,000



STEWARDSHIP

A request to the Department of Commerce to amend the scope of the Birch Bay Library project has been approved. This allows funding from the 2019 Library Capital Improvement grant to

support the updated building design including site Acquisition. Details regarding next steps to get under contract and begin work will be presented to the Board of Trustees in May.

The recent annual Washington Library Association conference was held in Wenatchee, and 15 WCLS staff were able to attend with the support of a \$6,000 grant from the Washington State Library. Neil McKay presented, "Reach Out Through a Library Podcast." Alongside Cultural Liaisons Diana Antaño, Amelia Martinez, Joshua Olsen, and Tashina Villaluz, I helped present the session, "Building Community Connections by Hiring for Cultural Knowledge. Both sessions were well received.

Ann McAllen, Adult Programming Coordinator, will retire in early May. The hiring process for this key role is underway.

Michael Cox
Deputy Director

American Girl Dolls

We circulate a collection of American Girl Dolls as part of our Library of Things. The collection began in 2016 with ten characters of dolls. Today we have 21 different characters (20 girls and one boy) and multiple copies of each character, for a grand total of 135 dolls available to be checked out. This collection features some of the American Girl Historical Dolls, including Kaya, a member of the Nez Perce tribe from 1764; Claudie from jazz-age Harlem of 1922; and Courtney, a video-gamer from 1986. The collection also features several Dolls of the Year, including Luciana, an outer space enthusiast with her own space suit; and Kavi, a Bollywood dancer. The dolls circulate in a canvas bag with assorted paraphernalia including an extra outfit, a journal to track what the young patron and the doll read together (and anything else they care to record), a special hairbrush, a junior novel featuring the character in question, and an inventory sheet identifying everything that comes in the bag.



Circulating these dolls offers much to the young patrons who check them out. First, they make available something that would otherwise be cost-prohibitive. Each doll and accessory set cost upwards of \$200, a price point beyond the reach of many families in Whatcom County. At the inception of the program, we had questions about how the dolls' condition would fare over time. Happily, patrons take extraordinary care. Occasionally we'll find an extra homemade outfit a patron has added, but otherwise, they return in the same condition as when they were checked out. Neither do we experience lots of loss or late returns. Almost all of the dolls have holds queues, and patrons exhibit great responsibility respecting the next in line.

The dolls encourage free play, which is critical to a child's literacy development and social-emotional health. It's wonderful to hear stories of what the dolls get up to on their adventures. One family had three dolls at once and organized their own band, complete with instruments and sheet music. Another doll starred in her own video series.

The dolls subtly but meaningfully address gender stereotyping, too. From the beginning we were careful to talk about them as something for the young *people* of Whatcom County, not just girls, and we're thrilled to see lots of kids across the gender spectrum checking them out, enjoying them, and having and recording memorable experiences with them.

While there are challenges associated with the collection, including maintaining existing dolls, managing queues, adding copies, etc., we're so proud of them, and thankful to our partners in Collection Services and Community Relations for all the extra work involved.

Thom Barthelmess

Youth Services Manager



ACCESS/EQUITY, DIVERSITY, INCLUSION

One of the Community Relations team's departmental priorities is to optimize user experience on our website. Accessibility is a primary consideration. As an organization, we follow the Web Content Accessibility Guidelines established by the Worldwide Web Consortium (W3C).

Online Experience Coordinator Neil McKay is knowledgeable in accessibility standards and best practices and provides oversight and enforcement of accessibility guidelines on our website. Relying on skilled staff to monitor accessibility vs. purchasing a "web accessibility overlay" tool helps ensure consistency and real-time responses. "Web accessibility overlay" tools embed code from a remote website to allow a visitor to modify text size, contrast, and other attributes. Accessibility experts advise overlays are problematic and have the potential to actually prevent accessibility.

W3C guidelines state that a website should be Perceivable, Operable, Understandable, and Robust (POUR). Attributes that meet these guidelines include images with "alternative text" that can be read by audio screen readers, adequate contrast between text and background colors, and clearly understandable navigation links and form fields. WCLS staff follow these best practices.

Some accessibility support is built into both computer operating systems and web browser preferences, including the ability to enlarge text, change to the user's preferred font, increase or reverse contrast, and read the web page with an audio "screen reader." Translation into languages other than English is provided on our website via the free Google Translate widget, which is constantly improving to provide accurate translation of all the text on our website.

Internal work to provide website accessibility is ongoing and includes considerations such as the creation of an accessibility page on the website and training for staff.

On a related note, the Community Relations team will also be adding language to LibCal (our online events calendar), event posters, and Explorations regarding how members of the public can request accommodations to attend online and in-person library system programs.

BOOK REVIEWS

- *Cascadia Daily News*, March 8, 2023, [The Swimmers by Julie Otsuka](#)
- *Cascadia Daily News*, March 22, 2023, [Stolen Focus by Johann Hari](#)
- *Cascadia Daily News*, March 29, 2023, [Anthologies by Washington writers bring attention to Poetry Month](#)

- *Bellingham Alive*, March 2023, see clip below (along with coverage of other WCLS literary events)

	<p style="text-align: center;">Book Reviews</p> <p style="text-align: center;">WRITTEN BY EMMA RADOSEVICH</p> <p>Writer and dogsledder Blair Braverman has faced down nature on dozens of real-life adventures. After she became violently ill on an episode of “Naked and Afraid,” she wondered: What would have happened if the crew wasn’t there to pull me out? “Small Game” is Braverman’s answer to that question. In her debut novel, adventure guide Mara is cast on a new survival reality show called “Civilization.” She and four strangers are dropped into an undisclosed wilderness location and must work together to survive for six weeks, all in front of cameras. But shortly after they arrive, the crew stops coming to camp and the cast is left wondering: Is this part of the show? As time crawls by, the “Civilization” experiment becomes an actual survival situation. Braverman packs her writing with vivid details about the natural world that make Mara’s danger feel urgent and real. This tense, woman-vs.-nature thriller will make you grateful to live in civilization.</p>	<p style="text-align: center;">Literary Events</p> <p>March 3, 11 a.m. Whatcom Reads: The Art And Craft Of Writing With Jess Walter Village Books, 1200 11th St., Bellingham 360.671.2626, villagebooks.com</p> <p>Whatcom Reads is an annual county-wide book club. Jess Walter is the author of this year’s pick, “The Cold Millions,” and he’s doing a series of events around the county! This talk at will be about how Walter approaches the craft of writing.</p>
	<p>“The Bachelor” meets Bigfoot in this wacky page-turner. The cast and crew of reality dating show “The Catch” travel to a remote island in the San Juans to film an episode on location. The four remaining contestants all want very different outcomes from their time on the show, and it’s not necessarily a proposal from “the catch.” Ambitious production assistant Casey is determined to catch their squabbling on camera. But this production has more to reckon with than its sloppy host and uncooperative castmates. Someone thinks they saw a large hairy person in the forest, and isn’t this the same island where those hikers disappeared? “Patricia Wants to Cuddle” manages to pack multiple genres into its short length: satire, romance, horror. The narrative bounces between Casey, the contestants, love letters, and true crime forum posts. The result is both funny and a little gory, with surprisingly heart-felt messages about conservation and the human condition.</p>	<p>March 4, 2 p.m. “The Waters Are Rising” with Author Carl Crouse Everson Library, 104 Kirsch Dr., Everson 360.305.3600, wcls.org</p> <p>During the floods of November 2021, Author and Pastor Carl Crouse’s church in Sumas became “ground zero” for disaster relief efforts. “The Waters Are Rising” is Crouse’s new book recounting the flood’s impact and the bravery and resilience of those it affected.</p> <p>March 7, 6 p.m. Book Launch: A Witch’s Guide To Fake Dating A Demon Barnes & Noble, 4099 Meridian St., Bellingham 360.647.7018, barnesandnoble.com</p> <p>Join local author and former archaeologist Sarah Hawley as she celebrates the release of her debut fantasy rom-com, “A Witch’s Guide to Fake Dating a Demon.” According to Hawley, the event is sure to include plenty of “hugging, shrieking, and presumably signing books.”</p>

MEDIA COVERAGE

- *WhatcomTalk*, March 2023, [Whatcom READS Selects 'Red Paint: The Ancestral Autobiography of a Coast Salish Punk' by Sasha Lapointe as Its 2024 Featured Title - WhatcomTalk](#)
- *La Conner Weekly News*, March 1, 2023, [Spokane's 1910 free speech battles](#) (Whatcom READS, The Cold Millions)
- *The Northern Light*, March 1, 2023, [Birch Bay library proponents, WCLS seek support in Olympia](#)
- *Lynden Tribune*, March 2, 2023, [GUEST OPINION: Hope deferred makes the heart sick Community \(mentions Sumas Library reopening\)](#) by Judy Heinrichs
- *Lynden Tribune*, March 2, 2023, [Briefly: Lynden and the surrounding areas in the news](#) (Whatcom READS)
- *The Northern Light*, March 8, 2023, [Whatcom County Council meeting roundup](#) (Council votes to submit a letter of support for Birch Bay Library.)
- *Lynden Tribune*, March 9, 2023, [Community calendar for March 8, 2023](#) (Whatcom READS Arts Challenge)

- *Visit Bellingham*, March 16, 2023, [Whatcom READS selects Red Paint: The Ancestral Autobiography of a Coast Salish Punk as its 2024 featured title](#)
- *KGMI*, March 20, 2023, [The Whatcom Report](#) (interview with Christine Perkins and Rebecca Judd)
- *The Northern Light*, March 22, 2023, [Around Blaine and Whatcom County](#) (Homebuyer education class at library)
- *The Northern Light*, March 22, 2023, [New art installed at Blaine Library](#)
- *Lynden Tribune*, March 24, 2023, [Whatcom County News Briefs](#) (Whatcom READS 2024 title)
- *All Points Bulletin*, March 30, 2023, [Library Quick Picks – April](#) by Kris Lomedico
- *Alki: The Washington Library Association Journal*, March 30, 2023, [Say What? Adding Closed Captions is Easy and Benefits Everyone · Volume 39, Number 1 \(pubpub.org\)](#) by Sarah Miller

Branch managers and Friends of the Library do a great job of sharing library events with their weekly community newspapers. Below are a few examples.

All Points Bulletin, March 2023

Carole MacRury Poetry Reading: Tuesday, March 14, 7 pm., PR library. MacRury will be reading a selection of her poems and one about Point Roberts by William Stafford.

Whole Round Earth: Wednesday, April 19, 3:15–4:15 p.m., PR Library. Celebrate Earth Day! Come to the library to make a collaborative art project, creating a whole round Earth for the kids' room wall.

Stars Above and Stars Below: Wednesday, May 31, 3:15–4:15 p.m., PR Library. Come to the library for crafts and activities that explore the universe and all of our places within it.

THE TOTEM POLE JOURNEY

House of Tears Carvers visited our island again with a new totem pole on Monday, March 6th. They shared stories from the last totem pole journey, which launched here on the Island last fall and lasted 11,000 miles.

This journey is aimed at creating support for saving the sacred site of Oak Flats.

Brooke Pederson generously facilitated this for the Island Library to host it, with assistance from FOIL. If you would like to know more about the Journey, or help support it, contact Julie Trimmingham.



Mary Vermillion
Community Relations Manager

Collection Size	March				
	Physical		Electronic		Total
	312,471		264,012		576,483

Circulation<	March		Year to Date		% Chg
	2022	2023	2022	2023	
Physical Circulation					
Blaine	14,878	12,848	42,756	36,696	-14.2%
Bookmobile & Outreach	3,657	4,881	12,513	13,775	10.1%
Deming	10,141	8,586	29,133	23,998	-17.6%
Everson	10,633	9,363	29,092	28,939	-0.5%
Ferndale	35,786	33,530	100,215	95,272	-4.9%
Island	2,206	2,139	6,200	5,916	-4.6%
Lynden	42,785	40,904	117,056	116,193	-0.7%
North Fork	4,991	4,447	13,773	13,041	-5.3%
NWIC	15	17	46	40	-13.0%
Point Roberts + PRX	2,244	2,231	5,960	6,721	12.8%
Sumas + SLX	581	2,407	1,031	3,605	249.7%
South Whatcom	7,932	8,139	21,460	22,892	6.7%
NDX	3,815	3,551	11,062	10,009	-9.5%
Total	139,664	133,043	390,297	377,097	-3.38%
Electronic Circulation					
eBooks/eAudiobooks	27,832	32,482	83,175	95,745	15.1%
eMusic	8,967	12,432	29,815	30,987	3.9%
Streaming Video	936	863	2,846	2,557	-10.2%
eMagazines	1,600	1,673	4,681	4,981	6.4%
Total	39,335	47,450	120,517	134,270	11.41%
Total Circulation	178,999	180,493	510,814	511,367	0.11%

< Sumas Library closed 11/20/21 to 2/11/23.

< Sumas Library Express opened 2/11/23.

Visitors (Door Counts)*	March			Year to Date		% Chg Frm 2022
	2019	2022	2023	2022	2023	
Blaine	9,254	6,428	6,335	17,263	18,405	6.6%
Deming	4,453	2,496	2,229	6,746	6,932	2.8%
Everson	4,724	2,505	2,822	6,866	8,470	23.4%
Ferndale	21,651	11,266	11,159	29,412	31,907	8.5%
Island	1,257	1,140	688	3,196	2,189	-31.5%
Lynden	16,684	11,664	10,439	31,012	28,500	-8.1%
Northwest Drive Express		231	299	877	881	0.5%
North Fork	2,641	1,625	1,239	4,159	3,827	-8.0%
Point Roberts + PRX	1,403	1,258	1,133	3,175	3,223	1.5%
Sumas	1,581	0	979	0	1,004	
South Whatcom	2,144	2,393	1,495	6,454	4,919	-23.8%
Total	65,792	41,006	38,817	109,160	110,257	1.00%

* Sumas door counter installed on March 1, 2023.

New Borrowers	March		Year to Date		% Chg
	2022	2023	2022	2023	
Registered	387	667	1,011	1,940	91.89%

Patron Service	March		Year to Date		% Chg
	2022	2023	2022	2023	
Interlibrary Loan					
Borrowed from BPL	13,257	12,498	38,011	35,811	-5.8%
Lent to BPL	24,491	22,744	74,378	66,484	-10.6%
Borrowed from other libraries	725	740	2,300	1,675	-27.2%
Lent to other libraries	548	620	1,529	1,636	7.0%

Electronic Resources	March		Year to Date		% Chg
	2022	2023	2022	2023	
WCLS.org Entrances	38,165	38,529	117,436	112,925	-3.8%
Bibliocommons Entrances	55,044	55,118	160,046	161,098	0.7%
Internet Sessions	2,916	3,381	7,815	8,925	14.2%
Wifi Clients / Sessions	6,108	6,711	16,902	19,488	15.3%

Volunteers	March		Year to Date		% Chg
	2022	2023	2022	2023	
Volunteer Hours	625.25	658.00	1,810.00	2,044.50	13.0%

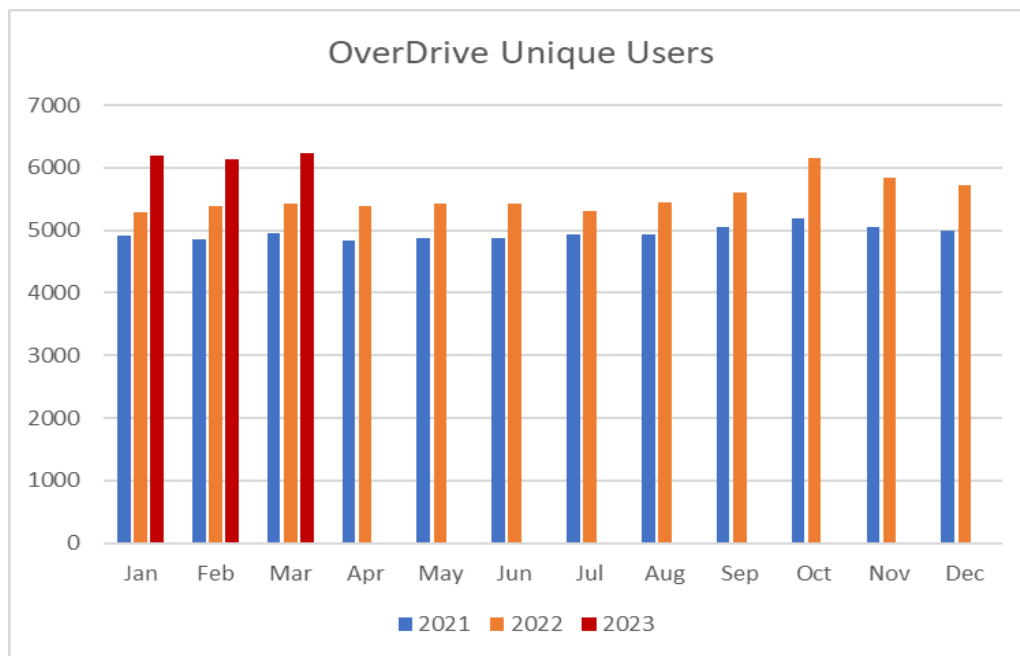
Activities	March		Year to Date		% Chg
	2022	2023	2022	2023	
Programs					
Adults	22	57	49	143	191.8%
Teens	26	17	63	62	-1.6%
Children	26	122	90	272	202.2%
Total	74	196	202	477	136.1%

Attendance					
Adults	793	1,574	1285	2515	95.7%
Teens	398	46	1240	1498	20.8%
Children	1,172	3,414	2463	7215	192.9%
Total	2,363	5,034	4,988	11,228	125.1%

Corrections:

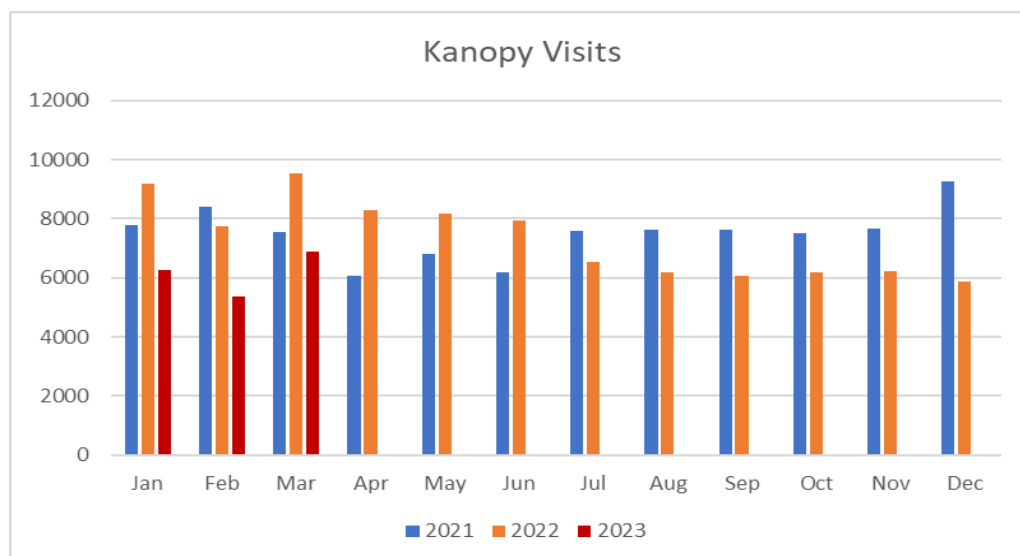
OVERDRIVE UNIQUE USERS

The top circulated title among WCLS patrons in March was *River Woman, River Demon* by Jennifer Ghivan, which was the selection for the OverDrive simultaneous access digital book club, Together We Read; the eBook had 92 circs and the eAudiobook 47 circs. Seven of the top 10 circulating titles in March are eAudiobooks, a testament to the current exploding popularity of eAudio.



KANOPY VISITS - JANUARY TO DECEMBER COMPARISON

March Kanopy visits rebounded slightly and while not back to 2021 and early 2022 levels, exceeded usage from the second half of 2022. The kids show *T-Rex Ranch* had the most plays (70); also popular were two BBC mystery series: *Inspector Lynley* and *Dalziel & Pascoe*. In fact, BBC content represented both the highest number of plays in March and the highest number of viewing minutes, indicating that this content is an incentive for patrons to use Kanopy.



DATABASE USAGE

Aggregated database use in March is up slightly from February, largely due to small increase across the board; no major jumps or dips to report. To highlight a specific database, 1,230 LinkedIn Learning videos were viewed and 35 courses were completed in March, on subjects such as Leadership Effectiveness Skills, Improving Drawing and Painting Skills, and Getting Started as a Business Analyst.

