



**BOARD OF TRUSTEES MEETING**  
**Whatcom County Library System**  
**September 16, 2025**

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.*

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1. 9:00 a.m.      **Call to Order.** Quorum determined. Land Acknowledgement.  
*We are on the ancestral homeland of the Nooksack, Lummi and other Coast Salish peoples. 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 [Rheannan.Pfnister@wcls.org](mailto:Rheannan.Pfnister@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
  - b. 2026 Budget Planning Schedule
5. 9:25 a.m.      **Birch Bay**
  - a. Resolution 09/16/25-14 Declaring a Capital Asset as Surplus
  - b. Boundary Line Adjustment Purchase and Sale Agreement
6. 9:45 a.m.      **Administrative Services Lighting Project Bid Approval**
7. 10:00 a.m.      **Ferndale Library Parking Lot Lease Agreement**
8. 10:10 a.m.      **BREAK**
9. 10:20 a.m.      **Staff Reports**
10. 10:50 a.m.      **Performance Measures and Committee Reports**
11. 11:00 a.m.      **Announcements and Adjourn**
  - a. Union negotiations October 6 & 7 with backups October 8 and 17 as backup (Rod and John)

*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 [Rheannan.Pfnister@wcls.org](mailto:Rheannan.Pfnister@wcls.org) before 4:00 p.m. Monday, September 15, 2025. Written comments may be submitted to [Rheannan.Pfnister@wcls.org](mailto:Rheannan.Pfnister@wcls.org) prior to the meeting.*



## Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/16/2025
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:

- August 19, 2025 Regular Board Meeting

Expenditures:

General Fund:

- July 16-31, 2025 payroll: check nos. 1043943172-1043943174 and voucher nos. 563465-563622 totaling \$254,728.89 and August 1-15, 2025 payroll: check nos. 1044111027-1044111030 and voucher nos. 563627-563776 totaling \$246,546.43.
- ACH transactions for employee benefits, telecommunication services and monthly sales/use tax filings totaling \$87,013.67; \$49,828.50 of this is for employee-funded contributions to dental and vision insurance premiums, Health Savings Accounts, and PERS and deferred compensation plans (made via payroll deduction).
- Claim 2025-31G: warrant nos. 1261498-1261512 totaling \$27,986.11
- Claim 2025-32G: warrant nos. 1261740-1261766 totaling \$142,970.77
- Claim 2025-33G: warrant nos. 1262043-1262070 totaling \$98,939.38
- Claim 2025-34G: warrant nos. 1262492-1262508 totaling \$41,837.04

Capital Fund:

- Claim 2025-14C: warrant nos. 1262509-1262510 totaling \$520.32

**Alternatives:** N/A

**Fiscal Impact:** Expenditures for approval paid from available 2025 budgeted funds.

**Comments:** The Finance Committee has reviewed the General and Capital Fund claims listed above. They reviewed two General Journal entries made in August.

## Library Board of Trustees Regular Meeting

August 19, 2025

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### Location

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

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### In Attendance

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**Trustees:** Rodney Lofdahl, Chair; Matthew Santos, Vice Chair; Danielle Gaughen, Secretary; John Miller and Jes Stugelmayer. 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; Geoff Fitzpatrick, IT Services Manager; Ryan Cullup, Facilities Services Manager; Beth Andrews, Human Resources Manager; Dianne Marrs-Smith, Birch Bay and Lynden Library Manager and Friends of the Birch Bay Library (FOBBL) President; Jessica Burson, Foundation Development Director; Maggie Mae Nase, Learning Coordinator; Rheannan Pfnister, Records Management Specialist & Executive Assistant; Shelley Catwell, Ferndale Assistant Branch Manager; Helen Veitch, Ferndale Library Page; Aimee Flowers, Acquisitions Specialist; Tamar Clarke, Teen Services Coordinator; Tess Reding Hoffart, Youth Services Assistant.

**Guests:** None.

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### Call to Order

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

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### Open Public Comment

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No public comment.

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### Service Anniversary Recognition

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The Board recognized Helen Veitch, Ferndale Library Page, for her 10-year service anniversary. Ferndale Assistant Branch Manager Shelley Catwell spoke about Helen's dedication to her job and the many ways she boosts staff morale. Helen is an invaluable source of knowledge. She has also worked at Bellingham Public Library for many years as well.

The Board recognized Aimee Flowers, Acquisitions Specialist, for her 20-year service anniversary. Aimee started her tenure with WCLS at the Lynden Library as a Clerk and then Public Services Assistant and was there for 14 years. She then worked at Administrative Services as a Collection Maintenance Specialist and then became an Acquisitions Specialist. Lisa read comments about Aimee from her coworkers. Christine noted that Aimee was on the Levy Lid Lift Committee and was also working for WCLS the last levy happened in 2009.

The Board recognized Rheannan Pfnister, Records Management Specialist and Executive Assistant, for her 10-year service anniversary. Before becoming the Records Management Specialist and Executive Assistant,

Rheannan also worked as a Page at Ferndale, Community Relations Aide, and Clerk at Lynden. Christine shared comments from some of Rheannan's coworkers and her previous manager, Dianne Marrs-Smith. She will be leaving in September to take a new position with the City of Bellingham.

The Board recognized Thom Barthelmess, Youth Services Manager, for his 10-year service anniversary. Christine shared some of the many skills that Thom has brought to WCLS. John thanked Thom for correcting him at another Board meeting when he complimented Thom and his staff for the work they did at the Juvenile Detention Center. It helped John change his thinking about what the kids there go through. Thom is proud of his team and thankful for all of the work they do.

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## Consent Agenda

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The Consent Agenda included minutes of the July 15, 2025, Board of Trustees Regular Meeting as well as the following:

### Expenditures:

#### General Fund:

- June 16-30, 2025 payroll: check nos. 1043542072-1043542075 and voucher nos. 563145-563301 totaling \$245,251.11 and July 1-15, 2025 payroll: check nos. 1043738298-1043738301 and voucher nos. 563309-563460 totaling \$252,695.02.
- ACH transactions for employee benefits, telecommunication services and monthly sales/use tax filings totaling \$118,915.45; \$69,612.93 of this is for employee-funded contributions to dental and vision insurance premiums, Health Savings Accounts, state paid family medical leave and long-term care fund premiums, and PERS and deferred compensation plans (made via payroll deduction).
- Claim 2025-26G: warrant nos. 1259592-1259608 totaling \$55,277.51
- Claim 2025-27G: warrant nos. 1259888-1259916 totaling \$138,517.23
- Claim 2025-28G: warrant nos. 1260185-1260208 totaling \$74,495.74
- Claim 2025-29G: warrant nos. 1260682-1260708 totaling \$42,923.08
- Claim 2025-30G: warrant nos. 1261099-1261113 totaling \$73,800.24

#### Capital Fund:

- Claim 2025-12C: warrant no. 1260209 totaling \$2,390.48
- Claim 2025-13C: warrant no. 1261114 totaling \$1,886.30

### Authorization to Reissue a Paycheck

- Resolution 08/19/25-13 to reissue paycheck 1041677506

***Rod moved to accept the Consent Agenda as presented. Seconded. Unanimous board approval.***

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## Financial Report and Resolutions: Finance Committee Report

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Jackie reviewed her report, including the July Notes and Highlights section. Beginning today, Jackie and Ryan will be meeting with branch managers to discuss budget and facilities needs at each branch, as part of 2026 budget planning.

A payment to a vendor was reported lost and the Board voted to void the check in Resolution 06/17/25-10. A new payment was sent to the vendor. The first payment was subsequently found by the vendor and mistakenly deposited resulting in a double payment to the vendor. The vendor has issued a refund to WCLS for the second payment. As the check has been deposited, it cannot be voided therefore a motion to rescind approval of the void is needed.

***John moved to rescind approval of Resolution 06/17/25-10. Seconded. Unanimous board approval.***

Jackie discussed a proposed cooperative purchasing agreement with Sourcewell. WCLS is actually already a member of Sourcewell, but the contract was entered into prior to Jackie joining WCLS. Jackie and Ryan would prefer to have the board reaffirm the agreement.

***Matthew moved to approve continuation of the Cooperative Purchasing Agreement with Sourcewell. Seconded. Unanimous board approval.***

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## Policy Updates

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**Family and Medical Leave Policy 12.23** – Beth presented this policy update, which is to add an effective date to one of the recent changes.

***Rod moved to approve the updated Family and Medical Leave Policy 12.23, as presented. Seconded. Passed unanimously.***

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## Levy Lid Lift Debrief

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The board and meeting attendees took a moment to celebrate the passage of Proposition 2025-02, approving the levy lid lift.

Christine revisited the entire process of the levy lid lift for WCLS with the Board of Trustees. She highlighted what was expected vs. what happened, what was learned from the process, and what was different this time than the previous levy lid lift in 2009.

Board members discussed their experience with the process, feedback they received from community members during the process, what went well and what could be done differently in future levy lid lift attempts. They acknowledged that it took tremendous effort and was not something WCLS would choose to do often, given the toll on staff and the limited ability to work on other projects at the same time.

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## Break

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Rod adjourned for a break from 10:38-10:46 a.m.

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## Trustee Education: Capital Planning

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Ryan spoke to the Board about capital budget planning. Capital budget planning looks at long-term and short-term goals, especially with facilities and physical assets. When organizations do not appropriately plan for future goals and assets, it can create issues with safety and efficiency. Well-planned facilities maintain staff productivity and patron comfort and safety. He addressed WCLS's Capital budget and the shrinking amount of timber tax that WCLS receives.

Rod pointed out that the dollar amount for backlogged projects that Ryan presented does not match the predicted annual capital transfer for the next few years. What is an optimal strategy to achieve a three year-or-less backlog instead of eight to ten years? Ryan reviewed the risks absorbed by WCLS and the largest risks currently outstanding. Christine clarified that the facilities budget is mostly for WCLS-owned buildings. Ryan says WCLS needs to be prepared and able to share expenses related to WCLS libraries in buildings owned by other parties. Our agreements with building owners provide for this cost sharing.

Dianne inquired about the RMC survey that was completed in 2021 for WCLS, and asked what WCLS is doing with the results. Jackie talked about how it was shared with the owners of other buildings that WCLS libraries are in. WCLS is treating the results as a checklist and has been working on, and completed, many listed items. Rod asked how long the survey would remain relevant. Ryan said that the relevancy timeline varies with surveys but the one in question may be relevant about 10 years. This estimate also depends on how proactive an organization is in addressing the findings.

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## Staff Reports: Executive Director

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In addition to her written report, Christine highlighted Bellingham Public Library's upcoming remodel of their Central Library that will take place at an undetermined time in the future, possibly as soon as Summer 2026. WCLS should be prepared to assist Bellingham patrons who may come to our branches looking for services during BPL's closure during construction.

Christine and Dianne met with U.S. Representative Rick Larsen earlier this month at the Lynden Library to discuss public libraries and the need for federal support, especially following cuts to the Institute of Museum and Library Service which affect the Washington Anytime Library and the Washington Talking Book and Braille Library. Many Whatcom County residents use these services.

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## Staff Reports: Deputy Director

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In addition to his written report, Michael shared that he is meeting with the Whatcom County Planning Department about the permits for land use at the Birch Bay Vogt Library Express project this week.

A patron was trespassed from the Blaine Library earlier this month. The police were called after the patron came into the library while his trespass was in force.

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## Staff Reports: Youth Services Manager

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Thom shared his written report and further highlighted the work Youth Services Assistant Tess Reding Hoffart and Public Services Assistant Cultural Liaisons Diana Antaño and Amelia Martinez are doing with our local migrant communities.

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## Staff Reports: Community Relations Manager

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Mary discussed her written report. She noted Deming Library's Coast Salish Mural Unveiling will take place on September 13 at the Deming Library and encouraged all to attend.

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## Performance Measures & Committee Reports: Performance Measures

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Michael said that once again, circulation numbers are down in physical media, but those numbers are offset by the increase in digital circulation. Freegal has also shown an increase in use recently. Jes inquired about the jump in door counts at Island Library. This summer there has been quite a bit of activity at the Island Library including a Whatcom Grooves concert in July. Michael will take a closer look at the numbers to see if he can pinpoint a definitive reason for the increase in door count statistics.

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## Performance Measures & Committee Reports: IT Committee

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Geoff reported for the IT Committee that the third-party cyber security audit has been completed, and the results have been received. Geoff briefly reviewed the findings for the Board.

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## Announcements and Adjourn

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Annual Summer Reading celebrations will take place at all branch libraries on Saturday.

Branch Out is on September 12.

Union negotiations will take place on October 6 and 7 with backup dates of October 8 and 16.

Rod adjourned the meeting at 11:39 a.m.

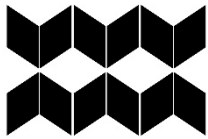
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## Next Meeting

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The next Board of Trustees meeting will be held on September 16, 2025, at 9:00 a.m. online via Microsoft Teams and at Administrative Services, 5205 Northwest Drive, Bellingham, WA 98226.

<hr/>	<u>09/16/2025</u>	<hr/>
Danielle Gaughen, Board Secretary	Date	Rheannan Pfnister, Exec. Assistant

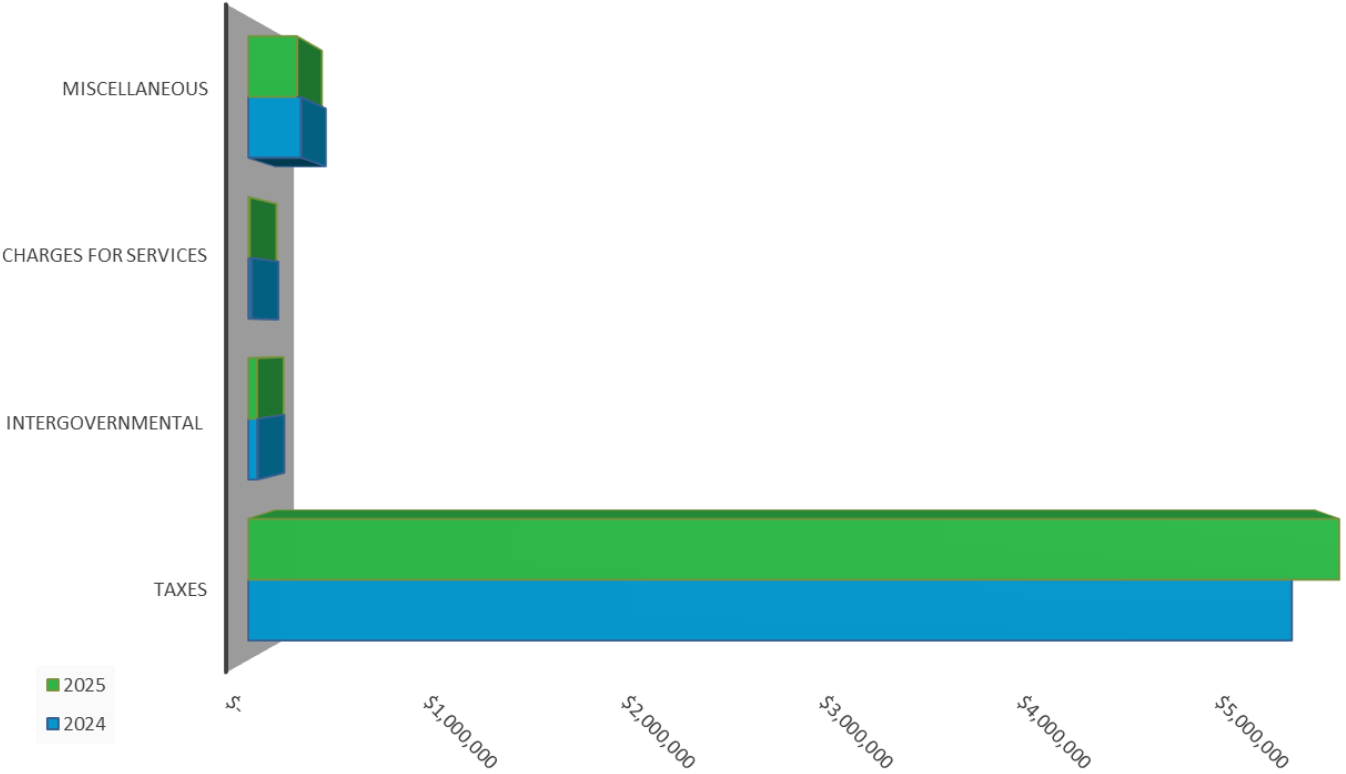


**2025 Budget Revenues - Year-To-Date  
July 2025 (58% of FY)**

Acct No	Description	Budgeted Revenues	Actual Revenues YTD	% of Actual Revenues YTD	% of Budgeted Revenues Received YTD	Budget Variance
310	<b>TAXES</b>					
311.10	General Property Taxes	\$ 10,153,717	\$ 5,718,309	94.92%	56.32%	\$ (4,435,408)
	<b>TOTAL TAXES</b>	<b>10,153,717</b>	<b>5,718,309</b>	<b>94.92%</b>	<b>56.32%</b>	<b>(4,435,408)</b>
330	<b>INTERGOVERNMENTAL REVENUE</b>					
333.4530	Fed Indirect Grant - IMLS	2,000	400	0.01%	20.00%	(1,600)
337.1000	Local Grants, Entitlements & Other	45,000	27,162	0.45%	60.36%	(17,838)
337.2000	Leasehold Excise Tax	30,000	17,070	0.28%	56.90%	(12,930)
	<b>TOTAL INTERGOV. REVENUE</b>	<b>77,000</b>	<b>44,632</b>	<b>0.74%</b>	<b>57.96%</b>	<b>(32,368)</b>
340	<b>CHARGES FOR GOODS &amp; SERVICES</b>					
347.2001	Printing & Duplication Services	6,000	4,887	0.08%	81.46%	(1,113)
347.2002	Library Use Fees	12,400	797	0.01%	6.43%	(11,603)
	<b>TOTAL CHARGES FOR SERVICES</b>	<b>18,400</b>	<b>5,684</b>	<b>0.09%</b>	<b>30.89%</b>	<b>(12,716)</b>
360	<b>MISCELLANEOUS REVENUES</b>					
361.1100	Investment Interest	352,000	195,282	3.24%	55.48%	(156,718)
362.1000	Rents & Leases	3,000	2,430	0.04%	81.00%	(570)
367.1000	Contributions & Donations	44,000	29,325	0.49%	66.65%	(14,675)
369.1000	Sale of Surplus	100	70	0.00%	70.00%	(30)
369.8100	Cashier's Overages or Shortages	-	20.05	0.00%	0.00%	20
369.9101	Other Misc. Revenue	22,000	22,127	0.37%	100.58%	127
369.9102	Reimburse Lost/Damaged Books	11,000	6,448	0.11%	58.62%	(4,552)
369.9105	E-Rate Reimbursement	15,000	-	0.00%	0.00%	(15,000)
	<b>TOTAL MISC. REVENUES</b>	<b>447,100</b>	<b>255,701</b>	<b>4.24%</b>	<b>57.19%</b>	<b>(191,399)</b>
	<b>TOTAL OPERATING REVENUE</b>	<b>10,696,217</b>	<b>6,024,327</b>	<b>100.00%</b>	<b>56.32%</b>	<b>(4,671,890)</b>
390	<b>OTHER FINANCING SOURCES</b>					
395.1000	Proceeds from Sale of Capital Assets	-	-	0.00%	0.00%	-
	<b>TOTAL OTHER FINANCING SOURCES</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>0.00%</b>	<b>-</b>
	<b>TOTAL REVENUE</b>	<b>\$ 10,696,217</b>	<b>\$ 6,024,327</b>	<b>100.00%</b>	<b>56.32%</b>	<b>\$ (4,671,890)</b>

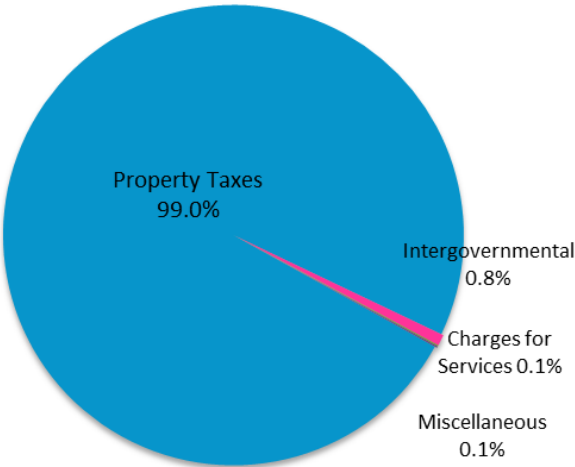


General Fund Operating Revenue to Date-Compared to Prior Year



Actual General Fund Revenue Year to Date Comparison				
	2024		2025	% Change
Taxes	\$	5,469,891	\$ 5,718,309	4.54%
Intergovernmental		48,964	44,632	-8.85%
Charges for Services		16,054	5,684	-64.59%
Miscellaneous		276,871	255,701	-7.65%
Total Operating Revenue		5,811,779	6,024,327	3.66%
Other Financing Sources		-	-	0.00%
Total Revenue	\$	5,811,779	\$ 6,024,327	3.66%

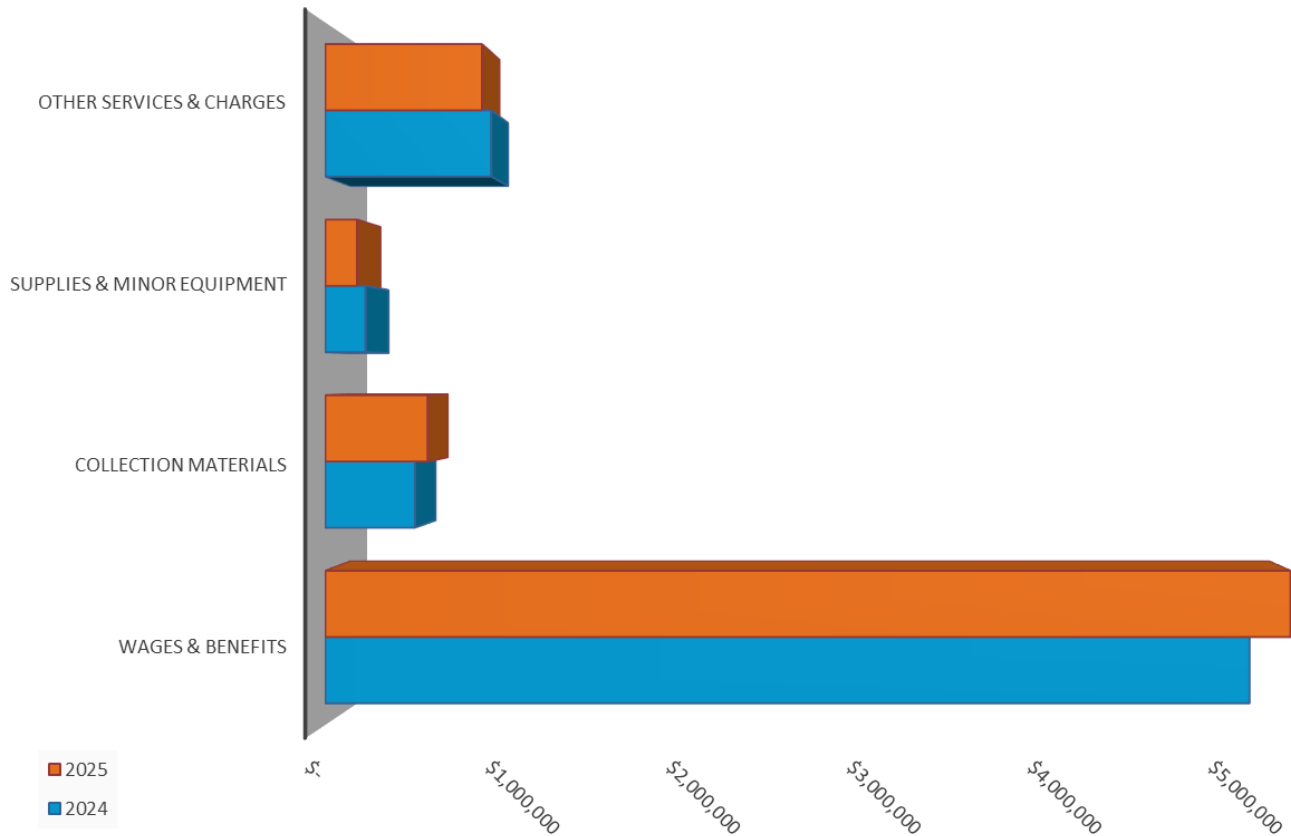
YTD Revenue by category



**2025 Budget Expenditures - Year-To-Date  
July 2025 (58% of FY)**

Acct No	Description	Budgeted Expenditures	Actual Expenditures YTD	% of Actual Expenditures YTD	% of Budgeted Expenditures Spent YTD	Budget Variance
572	<b>SALARIES, WAGES, &amp; BENEFITS</b>					
572.1000	Salaries and Wages	\$ 6,289,075	4,127,498	56.65%	65.63%	\$ (2,161,577)
572.2000	Benefits	2,210,792	1,411,588	19.37%	63.85%	(799,205)
	<b>TOTAL SALARIES, WAGES, &amp; BENEFITS</b>	<b>8,499,867</b>	<b>5,539,086</b>	<b>76.02%</b>	<b>65.17%</b>	<b>(2,960,782)</b>
572.30	<b>SUPPLIES &amp; MINOR EQUIPMENT</b>					
572.3031	Office & Operating Supplies	169,570	108,224	1.49%	63.82%	(61,346)
572.3032	Fuel	24,050	13,643	0.19%	56.73%	(10,407)
572.3034	Collection Materials	1,275,000	587,373	8.06%	46.07%	(687,627)
572.3035	Small Tools & Minor Equipment	204,650	60,540	0.83%	29.58%	(144,110)
	<b>TOTAL SUPPLIES &amp; MINOR EQUIPMENT</b>	<b>1,673,270</b>	<b>769,780</b>	<b>10.56%</b>	<b>46.00%</b>	<b>(903,490)</b>
572.40	<b>OTHER SERVICES &amp; CHARGES</b>					
572.4041	Professional Services	695,115	466,692	6.41%	67.14%	(228,423)
572.4042	Communication	140,788	105,122	1.44%	74.67%	(35,666)
572.4043	Travel	30,600	14,050	0.19%	45.92%	(16,550)
572.4044	Taxes & Operating Assessments	550	416	0.01%	75.71%	(134)
572.4045	Operating Rentals & Leases	22,423	14,610	0.20%	65.15%	(7,814)
572.4046	Insurance	99,537	76,120	1.04%	76.47%	(23,417)
572.4047	Utilities	166,424	114,502	1.57%	68.80%	(51,922)
572.4048	Repair & Maintenance	112,740	48,719	0.67%	43.21%	(64,021)
572.4049	Miscellaneous	110,920	58,887	0.81%	53.09%	(52,033)
	<b>TOTAL OTHER SERVICES &amp; CHARGES</b>	<b>1,379,097</b>	<b>899,117</b>	<b>12.34%</b>	<b>65.20%</b>	<b>(479,980)</b>
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>11,552,235</b>	<b>7,207,983</b>	<b>98.93%</b>	<b>62.39%</b>	<b>(4,344,252)</b>
590	<b>OTHER FINANCING USES</b>					
597.1000	Transfers to Capital	78,164	78,164	1.07%	100.00%	-
	<b>TOTAL OTHER FINANCING USES</b>	<b>78,164</b>	<b>78,164</b>	<b>1.07%</b>	<b>100.00%</b>	<b>-</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 11,630,398</b>	<b>7,286,147</b>	<b>100.00%</b>	<b>62.65%</b>	<b>\$ (4,344,252)</b>
	<b>NET INCOME (LOSS)</b>	<b>\$ (934,181)</b>	<b>(1,261,819)</b>			<b>\$ (327,638)</b>
	<b>FUND BALANCE SUMMARY</b>					
	Beginning Fund Balance	\$ 9,932,448	9,932,448			
	Net Income	(934,181)	(1,261,819)			(327,638)
	Ending Fund Balance	\$ 8,998,267	8,670,629			\$ (327,638)

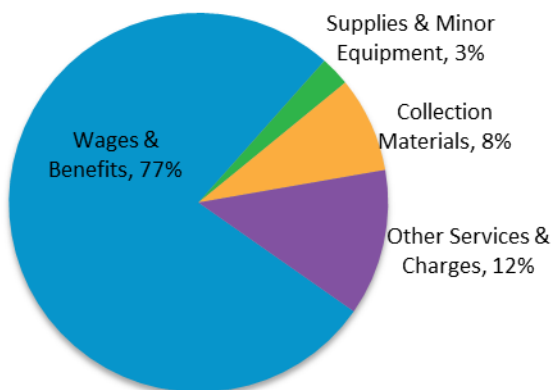
## General Fund Operating Expenditures to Date-Compared to Prior Year



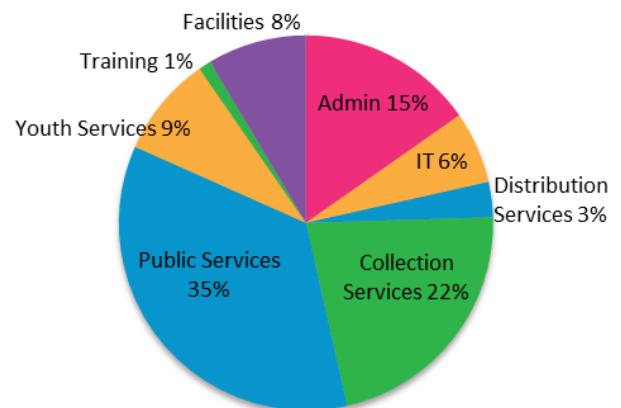
### Actual General Fund Expenditures Year to Date Comparison

	2024	2025	% Change
Wages & Benefits	\$ 5,303,321	\$ 5,539,086	4.45%
Collection Materials	514,046	587,373	14.26%
Supplies & Minor Equipment	230,408	182,407	-20.83%
Other Services & Charges	950,931	899,117	-5.45%
Total Operating Expenditures	6,998,707	7,207,983	2.99%
Other Financing Uses	94,135	78,164	-16.97%
Total Expenditures	\$ 7,092,842	\$ 7,286,147	2.73%
Net Operating Income	\$ (1,281,063)	\$ (1,261,819)	1.50%

### YTD Expense by Category



### YTD Expense by Department



<b>Fund Balance Summary</b>	<b>2024 Actual</b>	<b>2025 Budgeted</b>	<b>2025 Actual to Date</b>
Beginning Fund Balance	\$ 10,612,545	9,932,448	\$ 9,932,448
Revenue	10,517,581	10,696,217	6,024,327
Expenditures	(10,967,678)	(11,630,398)	(7,286,147)
Transfer to (from) Reserves	(230,000)	-	-
<b>Ending Fund Balance</b>	<b>\$ 9,932,448</b>	<b>\$ 8,998,267</b>	<b>\$ 8,670,629</b>

<b>Ending Fund Balance Designation Detail</b>	<b>2024 Actual</b>	<b>2025 Budgeted</b>	<b>2025 Actual to Date</b>
Designated Ending Fund Balance - Cash Flow	\$ 3,639,587	\$ 3,767,044	\$ 3,508,316
Designated Ending Fund Balance - Emergency	926,588	951,274	951,274
Designated Ending Fund Balance - Capital Transfer	94,135	78,164	78,164
Designated Ending Fund Balance - Unemployment Comp Reserve	14,662	15,560	15,560
Designated Ending Fund Balance - Birch Bay Operating Fund	600,000	580,000	600,000
Designated Ending Fund Balance - Facility Ownership & Library Svcs Fund	3,192,315	2,967,315	2,967,315
Designated Ending Fund Balance - Facility Maintenance Fund	650,000	550,000	550,000
Designated Ending Fund Balance - Levy Sustainability Fund	250,000	-	-
Designated Ending Fund Balance - Collection Project Fund	172,000	-	-
Total Designated Ending Fund Balance	9,539,286	8,909,357	8,670,629
Beginning Fund Balance less designated funds	1,073,259	1,023,091	1,261,819
Transfer to (from) Reserves	(230,000)	-	-
Net Income	(450,097)	(934,181)	(1,261,819)
Ending Unassigned Funds with no designation	393,162	88,910	-
Ending Designated Funds	9,539,286	8,909,357	8,670,629
<b>Total Ending Fund Balance</b>	<b>\$ 9,932,448</b>	<b>\$ 8,998,267</b>	<b>\$ 8,670,629</b>

## August Summary

- As of the end of August we have received \$6,024,327, or 56% of operating revenue. Expenditures are at \$7,286,147, which is 63% of budgeted amounts. This has resulted in a year-to-date net loss of \$1,261,819. Our fund balance at the end of August is \$8,670,629.
- We have dipped into our cash flow reserve by \$258,728 and will likely do so again in September. These funds will be replenished when we receive our next influx of property tax revenue in October.
- Today's packet includes a 2026 Budget Planning schedule. Budget preparation is underway. Ryan and I are meeting with branch managers, and I am also meeting with Department Heads. I will be collecting data and reviewing current year spending to begin making projections to share at the October meeting.
- I am also working on a 2025 Budget amendment to share in October. We have received our invoice from the County Auditor's Office for our share of the August 5 election costs. This expense will be offset by reduced spending elsewhere, and the budget amendment will be close to budget neutral.

**WHATCOM COUNTY LIBRARY SYSTEM  
2026 BUDGET PLANNING SCHEDULE**

DATE	ACTION	RESPONSIBILITY
September 2025	Review current year costs and begin making projections for next year	Executive Director, Dir. of Finance and Admin.
September 2025	Obtain budget input from department heads and branch managers	Executive Director, Dir. of Finance and Admin, Facilities Services Manager
September 2025	Compile budget input and draft preliminary budget	Dir. of Finance and Admin.
October 2025	Continue to fine-tune preliminary budget	Dir. of Finance and Admin.
October 2025	Obtain preliminary property tax information from county assessor	Dir. of Finance and Admin.
October 17, 2025	Share revised cost and revenue projections with Finance Committee	Executive Director, Dir. of Finance and Admin.
October 21, 2025	Share preliminary budget projections, including results of Union negotiations with Trustees	Executive Director, Dir. of Finance and Admin.
October 21, 2025	Review planning goals and objectives for coming year	Executive Director, Dir. of Finance and Admin.
November 2025	Continue to fine-tune preliminary budget	Dir. of Finance and Admin.
November 2025	Receive certified assessed valuation figures and levy calculations from County Assessor	Dir. of Finance and Admin.
November 18, 2025	Hold public hearing on revenue sources	Board of Trustees
November 18, 2025	Adopt resolution establishing an increase to the property tax levy and submit to County Council and County Assessor	Board of Trustees
November 18, 2025	Adopt preliminary budget certifying the 2024 property tax levy and submit to County Council and County Assessor	Board of Trustees
December 2025	Prepare and distribute final budget	Executive Director, Dir. of Finance and Admin.
December 16, 2025	Adopt and certify final budget	Board of Trustees
December 16, 2025	Adopt Capital Plan and budget	Board of Trustees
February 2026	Amend budget based on final 2025 totals	Board of Trustees



## Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/16/2025
Committee or Department:	Administration Department
Subject:	Birch Bay Boundary Line Adjustment
Prepared By:	Michael Cox
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:** Approval of resolution declaring a small portion of property connected to the Birch Bay Library Project as surplus. Approval of a purchase and sale agreement to support the Birch Bay Library project as presented.

**Suggested Motion for Consideration:** Move approval of Resolution 09/16/25-14 Declaring a Capital Asset as Surplus. Move approval of Purchase and Sale Agreement – WCLS sale to Birch Bay Edgewater MHC LLC.

**Summary:**

Previous discussions have described this approximately 1,100 square feet strip of land revealed by a survey as belonging to WCLS. Site design for the project is not negatively impacted by this recommended boundary line adjustment.

Guidance from MRSC (Municipal Research and Services Center of Washington) indicates that capital assets such as property must first be designated as surplus prior to a sale. Due to the nature of the location of this small strip of land, which would be inaccessible to any party other than WCLS and the neighboring property owners, opening this sale to the public is not feasible.

A boundary line adjustment creates a clear and final solution. The option of creating an easement is not desirable to the Edgewater LLC.

**Alternatives:** Develop an easement for this strip of land. This is not a desirable solution according to Edgewater LLC who would prefer to purchase the land and avoid ongoing restrictive language in an easement that would need to be disclosed if put on the market in the future.

**Fiscal Impact:** The purchase price will be offset by costs related to the boundary line adjustment. For this reason, there is a negligible fiscal impact.

**Comments:**



## RESOLUTION NO. 09/16/25-14

### A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WHATCOM COUNTY RURAL LIBRARY DISTRICT DECLARING A CAPITAL ASSET AS SURPLUS

**WHEREAS**, the Board of Trustees approved the Asset Policy on April 15, 2008; and,

**WHEREAS**, the policy requires that assets with an original purchase price greater than \$5,000 be declared surplus by a resolution of the Board of Trustees prior to their disposal; and,

**WHEREAS**, a land survey of the Birch Bay Vogt Library Express site property indicates encroachment along the eastern boundary by the neighboring property owner, representing a strip of land totaling approximately 1,091 square feet; and,

**WHEREAS**, staff and the property owner have worked together to find a mutually satisfactory solution regarding said encroachment; and,

**WHEREAS**, the District wishes to sell said strip of land to the neighboring property owner; and,

**WHEREAS**, due to the size and location of the strip of land it is not feasible to offer it for sale through a competitive bidding process; and,

**NOW, THEREFORE, BE IT RESOLVED** that the following real property be declared surplus property and withdrawn from inventory as indicated:

Description	Inventory Status	Anticipated Disposal Method
1,091 sq. ft. section along the eastern boundary of the property at 7948 Birch Bay Dr., Blaine, WA	Surplus	Sale to neighboring property owner

Approved by the Whatcom County Rural Library District Board of Trustees this 16th day of September, 2025.

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Rodney Lofdahl, Chair

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“**Agreement**”), dated as of the date upon which the last party signs this Agreement (the “**Effective Date**”), is made by and between BIRCH BAY EDGEWATER MHC LLC, a Delaware limited liability company (“**Buyer**”), and WHATCOM COUNTY RURAL LIBRARY DISTRICT, a Washington municipal corporation (“**Seller**”). Buyer and Seller are collectively referred to below as the “parties.”

### Recitals

A. Seller owns certain real property located in Whatcom County, Washington, commonly known as Whatcom County Tax Parcel No. 4001300543860000 (the “**Larger Parcel**”), as legally described on the attached EXHIBIT A.

B. Seller desires to sell and Buyer desires to buy a portion of the Larger Parcel consisting of approximately 1,091 square feet, as legally described on the attached EXHIBIT B and generally depicted on the attached EXHIBIT C (the “**Property**”), the exact dimensions of which shall be established by a boundary line adjustment (the “**BLA**”) prior to Closing, all on the terms and conditions set forth below.

### Agreements

In consideration of the terms and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller. The purchase price for the Property (“**Purchase Price**”) shall be \$13,365.00, payable in immediately available funds on the Closing Date.
2. Closing Agent. The Parties shall use Whatcom Land Title (the “**Closing Agent**”) to serve as closing agent, provide escrow services, and otherwise effectuate the provisions herein.
3. BLA Contingency. The Property is currently part of the Larger Parcel. It shall be a condition to Seller’s obligation to perform hereunder that Seller shall obtain, within 180 days after the Effective Date (the “**BLA Period**”), all necessary approvals for the BLA to allow for the conveyance of the Property to Buyer as part of this transaction (the “**BLA Contingency**”). If the BLA Contingency is not satisfied within the BLA Period, Seller may elect, in its sole discretion, to extend the BLA Period or terminate this Agreement. Seller agrees to use commercially reasonable efforts to obtain the BLA. Buyer agrees to cooperate with Seller in Seller’s efforts to obtain the BLA, and to pay \$3,000.00 to Seller to partially reimburse Seller for its associated costs (including legal, surveyor, application, and other fees) incurred in conjunction with this Agreement and the completion of the BLA (“**Buyer’s Contribution**”). Buyer’s Contribution is in addition to the Purchase Price and shall be paid by Buyer directly to Seller outside of escrow on or before the Closing Date. For the avoidance of doubt, Buyer’s Contribution does not include Buyer’s share of the Closing Fees (defined below), which Closing Fees shall be paid by Buyer in addition to the Purchase Price and Buyer’s Contribution. Notwithstanding the preceding sentences, if Seller for any reason is unable to complete the BLA, despite its commercially reasonable efforts to do so,



then this Agreement shall terminate upon notice from Seller, and other than Buyer's payment of Buyer's Contribution which shall then be due to Seller within 10 business days of such termination, the parties shall have no further obligations under this Agreement.

4. Parking Pad Removal Contingency. It shall be a further condition to Seller's obligation to perform hereunder that Buyer at its sole cost shall remove from the Larger Parcel the encroaching recreational vehicle parking pad identified as the "Concrete Trailer Pad" on the attached EXHIBIT C (the "**Encroachment**"). Buyer shall notify Seller in advance of the dates and times it expects to access the Larger Parcel to remove the Encroachment, and shall remove the Encroachment in a manner that (1) does not disturb Seller's ongoing use and operation of the Larger Parcel, and (2) restores the land where the Encroachment was located to a safe and orderly condition to match the surrounding terrain. If Buyer does not remove the Encroachment within 90 days after the Effective Date, then Seller may elect, in its sole discretion, to either (1) cause the Encroachment to be removed and bill Buyer for the cost of such removal or (2) terminate this Agreement. Buyer shall be solely responsible for all costs related to removal of the Encroachment, has no authority to bind the Larger Parcel for purposes of statutory liens, and shall promptly discharge any and all such liens related to its work. Buyer shall indemnify, defend and hold Seller harmless from any claim, liability, obligation, cost, or expense (including attorneys' fees and expenses) relating to Buyer's removal of the Encroachment or presence on the Larger Parcel, except to the extent such claims arise from the acts or omissions of Seller. Before any entry onto the Larger Parcel, Buyer shall deliver to Seller evidence that Seller is named as an additional insured on a primary and noncontributory basis on Buyer's, or its agents', liability insurance policy, which policy Buyer, or its agents, shall pay for and keep in full force and effect through the Closing Date for comprehensive or general liability insurance with coverage limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, death and property damage. The indemnification obligations of Buyer under this paragraph shall survive termination of this Agreement.

5. Closing. This sale shall be closed (the "**Closing**") by Closing Agent on a date that is mutually agreeable to Buyer and Seller (the "**Closing Date**"), provided that such Closing Date shall be coordinated to meet any applicable requirements relating to the BLA. Upon receipt of the Purchase Price and all other sums due by Buyer under this Agreement, Seller shall deliver to Buyer a duly executed and acknowledged Quitclaim Deed (the "**Deed**") conveying the Property to Buyer. The Closing Agent shall cause the Deed and the BLA to be recorded in the records of Whatcom County, Washington on the Closing Date. On or before the Closing Date, Seller and Buyer shall execute a completed Real Estate Excise Tax Affidavit reflecting such sale ("**REETA**"). Buyer and Seller shall share equally all fees charged by Closing Agent and all recording fees (the "**Closing Fees**"). Seller shall pay any excise tax due in connection with the transaction contemplated herein. Except as expressly stated otherwise in this Agreement, any closing or other costs arising from or related to this Agreement shall be borne by the party that incurs such costs.

6. Limitation of Liability. Buyer acknowledges and agrees that Buyer will be purchasing the Property "AS-IS, WHERE-IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions and defects, including, without limitation, the (a) compliance of the Property or its operation with any applicable zoning, building, environmental and other laws, ordinances, codes, restrictions and regulations of all governmental authorities having jurisdiction with respect to the Property; (b) availability, quality, nature, adequacy and physical condition of

any utilities serving the Property; (c) habitability, merchantability, fitness, suitability, functionality, value or adequacy of the Property or any component or system thereof, for the use of the Property; (d) presence or existence of any environmental contamination, and (e) any actual or threatened liability of any kind arising from, or related to, any environmental contamination. Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same. Seller has specifically bargained for the assumption by Buyer of all responsibility to investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof.

Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's investment manager, the partners, trustees, beneficiaries, shareholders, members, directors, officers, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property including, without limitation, all seismic elements, the environmental condition of the Property and Hazardous Substances on, under, or about the Property, or (ii) any law or regulation applicable to the Property, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, *et seq.*), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, *et seq.*), the Clean Water Act (33 U.S.C. Section 1251, *et seq.*), the Safe Drinking Water Act (14 U.S.C. Section 1401, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), and the Toxic Substance Control Act (15 U.S.C. Section 2601, *et seq.*) and any other federal, state or local law.

BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND/OR THE CLOSING DOCUMENTS, NEITHER SELLER, NOR ANY PERSON ACTING ON BEHALF OF SELLER, HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PROPERTY, THE PERMITTED USE OF THE PROPERTY OR THE ZONING AND OTHER LAWS, REGULATIONS AND RULES APPLICABLE THERETO OR THE COMPLIANCE BY THE PROPERTY THEREWITH, THE REVENUES AND EXPENSES GENERATED BY OR ASSOCIATED WITH THE PROPERTY, OR OTHERWISE RELATING TO THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREIN. BUYER FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND/OR THE CLOSING DOCUMENTS, ALL MATERIALS WHICH HAVE BEEN PROVIDED BY SELLER, IF ANY, HAVE BEEN PROVIDED WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, TRUTHFULNESS OR COMPLETENESS AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND/OR THE CLOSING DOCUMENTS, BUYER SHALL NOT HAVE ANY RECOURSE AGAINST ANY SELLER IN THE EVENT OF ANY ERRORS THEREIN OR OMISSIONS

THEREFROM. BUYER IS ACQUIRING THE PROPERTY BASED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER.

This Section will survive the Closing Date.

7. Agency Disclosure. Buyer and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees will be due and payable from the Purchase Price. Buyer and Seller each hereby agree to indemnify, defend, and hold the other harmless from any claim, liability, obligation, cost, or expense (including attorneys' fees and expenses) for fees or commissions relating to Buyer's acquisition of the Property from Seller asserted against either party by any broker or other person claiming by, through, or under the indemnifying party or whose claim is based on the indemnifying party's acts. The provisions of this Section shall survive the Closing Date or any termination of this Agreement.

8. Assignment. Buyer shall not have the right to assign its right, title, and interest under this Agreement without the prior written approval of Seller, which approval may be withheld in Seller's sole discretion.

9. Waiver of Right to Receive Seller Disclosure Statement. Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (i.e., "**Form 17**") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

10. Complete Agreement. There are no verbal or other agreements which modify or affect this Agreement. This Agreement constitutes the full understanding between Seller and Buyer and may only be amended by a writing signed by both parties.

11. Severability. In the event any part of this Agreement is found to be unenforceable, the remaining parts shall remain in full force and effect.

12. Time is of the Essence. Time is of the essence of this Agreement.

13. Calculation of Time. Any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and expire at 5:00 p.m. on the last calendar day of the specified period, unless the last day is a Saturday, Sunday, or legal holiday, in which case the specified period shall expire on the next day that is not a Saturday, Sunday, or legal holiday.

14. Applicable Law. This Agreement shall be interpreted under the laws of the state of Washington. Venue for any action arising from this Agreement shall be Whatcom County, Washington.

15. Notices. Any notice or demand which either party is required or desires to deliver to the other party shall be made in writing and may be delivered by overnight courier service, United

States registered or certified mail, or by email, addressed as provided below. Any demand so given shall be deemed to be delivered on the date received or rejected.

To Seller:           Whatcom County Rural Library District  
                          Attn: Christine Perkins  
                          5205 Northwest Drive  
                          Bellingham, WA 98226  
                          Email: christine.perkins@wcls.org

With a copy to:    Hillis Clark Martin & Peterson P.S.  
                          999 Third Avenue, Suite 4600  
                          Seattle, WA 98104  
                          Attn: Jesse Johnson  
                          Email: jesse.johnson@hcmp.com

To Buyer:           [BUYER TO INSERT]

With a copy to:    [BUYER TO INSERT]

16.    Counterparts. This Agreement may be executed in counterparts, and may be executed electronically, and each executed counterpart shall for all purposes be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**BUYER:**

**SELLER:**

BIRCH BAY EDGEWATER MHC LLC,  
a Delaware limited liability company

WHATCOM COUNTY RURAL LIBRARY DISTRICT,  
a Washington municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Larger Parcel**

That part of Government Lot 2, Section 30, Township 40 North, Range 1 East of W.M., described as follows:

Commencing on the northerly line of said Government Lot 2, a distance of 1935.20 feet West of the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 30; thence South 21°02'00" East, 459.13 feet; thence South 71°28'00" West, 226.79 feet to the point of beginning; thence North 01°08'33" West, 85.74 feet; thence North 19°14'51" West, 83.49 feet; thence South 72°42'52" West, 196.45 feet, more or less, to the Northeasterly right-of-way line of Birch Bay Drive; thence Southeasterly along said Northeasterly line to a point that bears South 71°28'00" West of the point of beginning; thence North 71°28'00" East, 163.36 feet, more or less, to the point of beginning. Except the right-of-way for Birch Bay Drive lying along the easterly line thereof.

Together with that part of Government Lot 2, described as follows:

Commencing on the northerly line of said Government Lot 2, a distance 1935.20 feet West of the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 30; thence South 21°02'00" East, 459.13 feet; thence South 71.28'00" West, 226.79 feet to the point of beginning; thence North 01°08'33" West, 85.74 feet; thence North 19°14'51" West, 83.49 feet; thence North 72°42'52" East, 32.00 feet; thence South 19°09'12" East to a point that bears North 71°28'00" East of the point of beginning; thence South 71°28'00" West to the point of beginning. Also together with all second-class tidelands abutting said property.

Situate in Whatcom County, Washington.

APN: 4001300543860000

## **EXHIBIT B**

### **Legal Description of the Property**

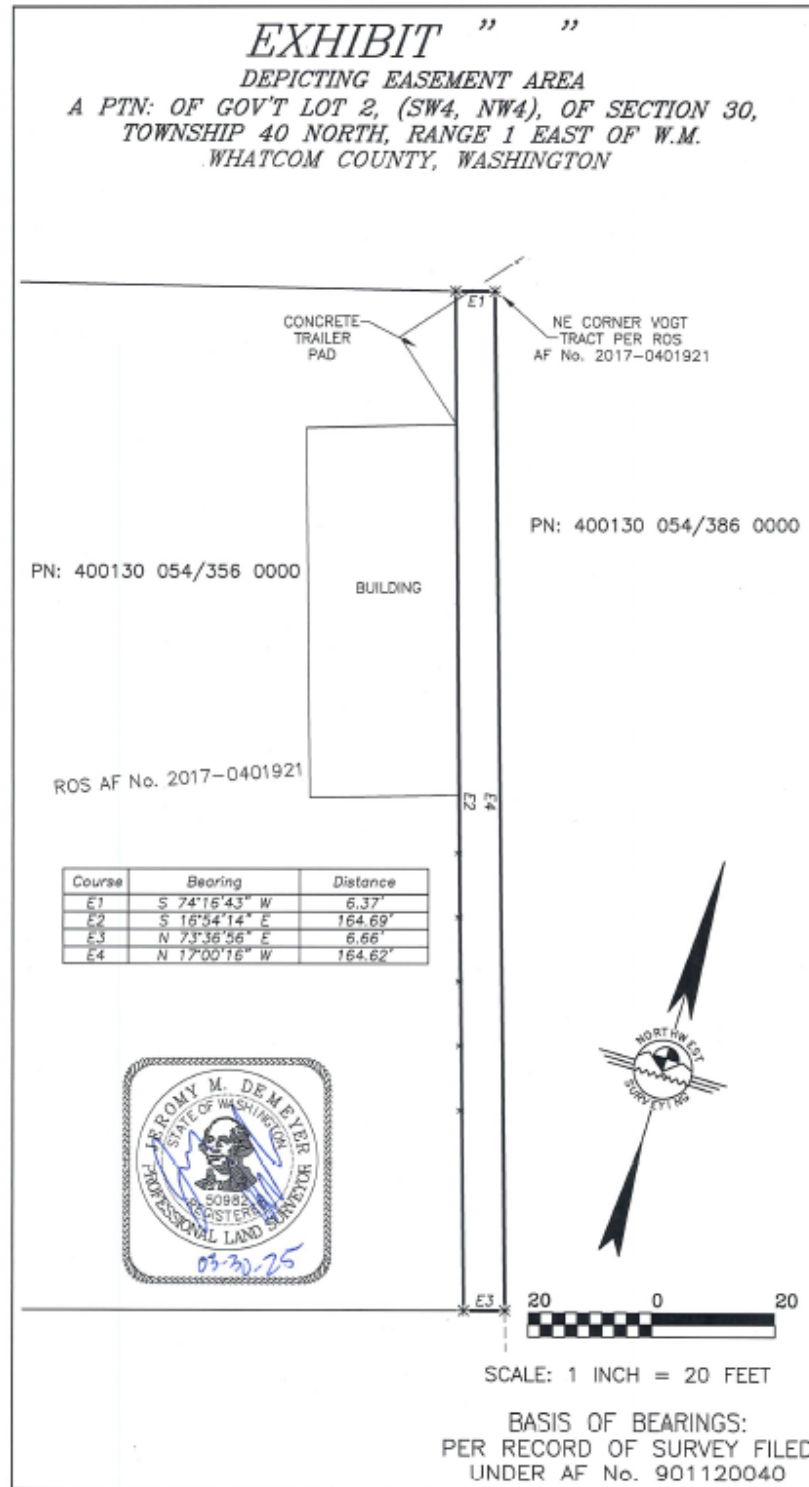
BEGINNING AT THE NORTHEAST CORNER OF THE VOGT TRACT AS SHOWN ON RECORD OF SURVEY FILED UNDER WHATCOM COUNTY AUDITOR'S FILE No. 2017-0401921, WHATCOM COUNTY, WASHINGTON; THENCE THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 74°16'43" WEST A DISTANCE OF 6.37 FEET ALONG THE NORTH LINE OF SAID RECORD OF SURVEY;
2. SOUTH 16°54'14" EAST A DISTANCE OF 164.69 FEET TO THE SOUTH LINE OF SAID RECORD OF SURVEY;
3. NORTH 73°36'56" EAST A DISTANCE OF 6.66 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID RECORD OF SURVEY;
4. NORTH 17°00'16" WEST A DISTANCE OF 164.62 FEET ALONG THE EAST LINE OF SAID RECORD OF SURVEY TO THE TRUE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

## EXHIBIT C

### Depiction of the Property and the Encroachment







## Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/16/2025
Committee or Department:	Administration Department
Subject:	Public Works Project Award
Prepared By:	Ryan Cullup
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:** Award Public Works Project to the apparent low bidder.

**Suggested Motion for Consideration:** Move to award Administrative Services Lighting construction project to the apparent low bidder.

**Summary:** On August 11th, 2025, WCLS issued an Invitation to Bid for the Public Works Project known as the WCLS Administrative Services Lighting Project. Five responsive bids were received in response, with Scott Electric Incorporated, selected as the apparent low bidder. The bid tabulation from the bid opening and Scott Electric Incorporated's bid is presented today for approval.

**Alternatives:** Rebid or Cancel Project

**Fiscal Impact:** See Capital Budget

**Comments:** None

**Exhibit A**  
**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer acknowledges receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the statement of qualification. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your statement of qualification. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. <u>1</u>	Date <u>9/2/2025</u>
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The respondent represents that the following principals are authorized to sign statements of qualifications, proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

<u>Randy Gray</u>	Name (print)
<u>President</u>	Title
<u>[Signature]</u>	Signature
<u>9/9/25</u>	Date
<u>2222 Pacific St</u>	Address
<u>Bellingham,</u>	City
<u>WA</u>	State
<u>360-647-9870</u>	Phone Number
<u>Randy@ScottElectricInc.net</u>	Email address

**Exhibit B**  
**NON-COLLUSION DECLARATION**

This form must be submitted by all respondents with their statement of qualifications. WCLS will not accept any statement of qualification that is not accompanied by a completed Non-Collusion Declaration.

STATE OF WASHINGTON }

} ss

COUNTY OF Whatcom }

, being first duly sworn, on her/his oath says that the statement of qualifications above submitted is a genuine and not a sham or collusive statement of qualifications, or made in the interest or on behalf of any person not therein named; and he/she further says that the said respondent has not directly or indirectly induced or solicited any proposal or statement of qualification on the above Work or supplies for the Work to put in a sham bid, statement of qualifications, or any other person or entity to refrain from bidding or responding to the above work; and that said respondent has not in any manner sought by collusion to secure itself an advantage over any other respondents.

Signature 

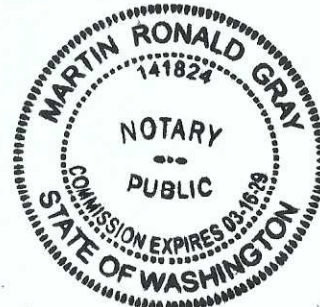
Print Name Randy Gray

Print Title and Company Name President Scott Electric, Inc.

Subscribed and Sworn before me this 8<sup>TH</sup> day of SEPTEMBER 20 25.

Signature 

Print Name  
~~MARTY R. GRAY~~  
MARTIN RONALD GRAY  
Notary Public in and for the State of Washington,  
Residing at: BELLINGHAM, WA.  
Appointment expires: MARCH 16, 2029





**Exhibit C**  
**Bid Proposal Form**

Bid To: WHATCOM COUNTY LIBRARY SYSTEM

Date: 9/9/2025

Job Name: Administrative Services Lighting Project

Bidder Company Name: Scott Electric, Inc

Contact Name: Randy Gray

Contact Phone: 360-647-9870

Contact Email: Randy@ScottElectricInc.net

1. This Bid Proposal (this "Bid") is made in connection with the Invitation to Bid (the "Invitation to Bid"), dated Sept. 9<sup>th</sup>, 2025 issued by WHATCOM COUNTY LIBRARY SYSTEM ("WCLS") for a public works project described therein (the "Work") and known by the name Administrative Services Building Remodel. Capitalized terms used but not defined herein shall have the meanings given in the Invitation to Bid.
2. The undersigned, as or on behalf of the bidder (the "Bidder"), proposes and agrees, if this Bid is accepted, to enter into an Agreement with WCLS in accordance with the terms set forth in the Invitation to Bid to perform the Work.
3. Bidder hereby accepts all of the terms and conditions of the Invitation to Bid governing the procedures for bidding on the Work including, without limitation, requirements pertaining to the provision, retention and return of the Bid Security. Bidder acknowledges that this Bid will not be accepted if it is not accompanied by the Bid Security and Non-Collusion Affidavit described in the Invitation to Bid.
4. This Bid will remain open until it is withdrawn by the Bidder pursuant to Section 10 of the Invitation to Bid or until the Bidder has received bid results disclosing that this Bid was not successful. If this Bid is successful, the Bidder will sign and return the Agreement and furnish the Performance and Labor & Material Payment Bond, a certificate of insurance coverage and a statement of intent to pay prevailing wages within fourteen (14) days of the Notice of Award date. The Bidder's failure to timely sign and return the Agreement or furnish such other documents will result in the annulment of all rights of the Bidder with regard to the Work and the forfeiture of the Bidder's Bid Security to WCLS.
5. Bidder has examined the Invitation to Bid including the bid specifications, terms, conditions and deadlines for commencement and completion set forth therein.
6. Bidder has attended the Pre-Bid Showing and has examined the premises and site so as to compare them with the drawings and specifications provided by WCLS, and to have satisfied itself as to the facilities and difficulties attending the performance of the Agreement. Bidder has

familiarized itself with the nature and extent of the Work, the site and locality where the Work is to be performed, the legal requirements (including applicable federal, state and local laws, ordinances, rules, regulations and taxes), and the other conditions (including uncertainty of weather and all other contingencies) which may affect cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. Bidder hereby acknowledges that no allowance shall be subsequently made on behalf of Bidder by reason of any error or neglect on the part of the Bidder in the submission of this Bid.

7. If the Bidder is a corporation or company, this Bid shall include the printed name of the corporation or company, the printed name and title and the signature of the President, Secretary or other officer authorized to bind the corporation or company with this Bid. If the Bidder is a corporation, this Bid includes an impression of the Bidder's corporate seal. If the Bidder is a firm, this Bid includes the printed firm name and member or agent name. If the undersigned is an agent for another or others, the undersigned has filed a certificate or other legal evidence of his authority to submit this Bid.

For the complete and timely performance of all Work described in the Invitation to Bid for that project entitled "Administrative Services Lighting Project," the Bidder agrees to accept in full payment therefor the bid amount stated below.

Bid amount (including all applicable sales tax): \$ 36,325.71

Dated: 9/9/2025 Bidder: Scott Electric, INC.

By:

(Signature)

Randy Gray

(Print Name)

Title:

President

Address:

2222 Pacific ST.

Bellingham, WA 98229

Telephone:

360 647-9870



**Exhibit D**  
**Bid Security**

(BID GUARANTY BOND)

KNOW ALL PERSONS BY THESE PRESENTS THAT: Scott Electric Inc  
hereinafter called "Principal", and United Fire & Casualty Company, a corporation organized under the laws of the State of Iowa and authorized to transact surety business in the State of Washington, hereinafter called the "Surety," are jointly and severally held and firmly bound unto the Whatcom County Library System, hereinafter called "Owner", in the sum of \$ amount bid <sup>Five percent of total</sup> (which amount equals five percent (5%) of the aggregate of the Bid proposal of Principal for the Work) lawful money of the United States. The Principal binds itself, its heirs, executors, administrators successors and assigns, and the Surety binds itself, its heirs, executors, administrators successors and assigns, all jointly and severally.

WHEREAS, this Bid Security is submitted in connection with the Invitation to Bid (the "Invitation to Bid"), bid date of September 9, 2025, issued by WHATCOM COUNTY LIBRARY SYSTEM ("WCCL") for a public works project described therein (the "Work") and known by the name Administrative Services Building Remodel. Capitalized terms used but not defined herein shall have the meanings given in the Invitation to Bid.

NOW, THEREFORE, the condition of this obligation is such that if Principal is notified that it is the lowest responsible bidder for the Work, and if Principal within fourteen (14) days from the Notice of Award date enters into, executes, and delivers to Owner a signed Agreement, certificate of insurance coverage, intent to pay prevailing wages and the Performance and Labor & Material Payment Bond, then this obligation shall be void. If, however, the Principal fails or refuses to furnish, execute and deliver to Owner all such documents within the time required, then Principal and Surety shall forfeit to Owner the sum hereof, and Surety shall pay such sum to the Owner within ten (10) days following written demand by the Owner.

AND IT IS HEREBY DECLARED AND AGREED the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

SIGNED AND SEALED THIS 9th day of September, 2025.

Seal



*M. R. Gray*  
MARTIN RONALD GRAY  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
MARCH 16, 2029

Scott Electric Inc

Name of Principal

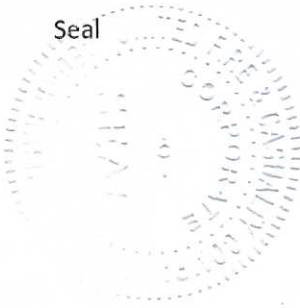
By: *TR*

Signature

*Randy Gray*

Print Name

Seal



United Fire & Casualty Company

Name of Surety

By: Mallory Visser  
Signature

Mallory Visser

Print Name

**[Power of Attorney Must be Attached]**

Surety's Mailing Address:

United Fire & Casualty Company

118 Second Ave SE

Cedar Rapids, IA 52401

Surety's Phone and Fax Number:

800-895-6253





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ADAM DICKSON, JOSEPH TEJEDA, SAM MAGNO, COLLIN CRISP, BRANDEN WARREN, TARYN SCHRAM VON HAUPT, MALLORY VISSER, KEVIN BAILEY, MELISSA BOWEN, TROY HASKELL, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 12th day of March, 2024

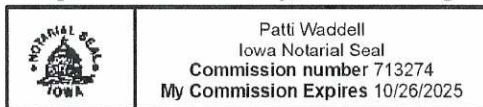


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 12th day of March, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 9th day of September, 2025.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

BPOA0049 1217



**Exhibit F**  
**Bidder's Qualification Certificate**

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address: Scott Electric, Inc  
2002 Pacific St  
Bellingham, WA 98229
2. State of Washington Contractor Registration Number: Scott EI 98305  
Expires: 9/25/25
3. Washington Unified Business Identifier (UBI): 602 223 039

4. Bidder must meet additional criteria listed in the Invitation to Bid, if applicable:

- a. Does the Bidder have Industrial Insurance coverage (worker's compensation) for the bidder's employees working in Washington as required in Title 51 RCW?  
Yes ☒ No ☐ Not applicable ☐
- b. Does the Bidder have an employment security department number as required in Title 50 RCW?  
Yes ☒ No ☐ Not applicable ☐
- c. Does the Bidder have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW?  
Yes ☒ No ☐ Not applicable ☐

5. The undersigned certifies that the Bidder has not been disqualified from bidding on any publicworks contract under RCW 39.06.010 or 39.12.065(3).

6. Did the Bidder attend the mandatory Pre-Bid Showing?  
Yes ☒ No ☐

Bidder: Scott Electric, Inc

By:  Title: President  
(Authorized Signature)

Business Name	Attended	Addendum	Non-Collusion	Bid	Bidder's Bid Security Bond /		Bid Amount
	Mandatory Bid Walkthrough?			Proposal Form	Qualification Sheet	Check	
Green Lighting	Yes	Yes	Yes	Yes	Yes	Yes	\$ 40,519.34
Lights Inc.	Yes	Yes	Yes	Yes	yes	Yes	\$ 58,648.00
Lumenal	Yes	Yes	Yes	Yes	Yes	Yes	\$ 76,425.89
<b>Scott Electric</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>\$ 36,325.71</b>
Valley Plumbing and Electrical	Yes	Yes	Yes	Yes	Yes	Yes	\$ 54,410.71



## Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/16/2025
Committee or Department:	Administration Department
Subject:	Ferndale Parking Lot Lease 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:** Approval of lease agreement as presented.

**Suggested Motion for Consideration:** Move approval of lease agreement as presented.

**Summary:**

The City of Ferndale awarded a bid to Dawson Construction to begin construction of a new City Hall directly adjacent to the Ferndale Library. The Notice to Proceed is expected to be issued within the next few weeks, at which point the general contractor will begin mobilization and site prep. They will be fencing off the library parking area for the duration of the project, which is expected to last 24 months.

Fortunately, the owner of the adjoining property to the west of the Ferndale Library, Sam Boulos, has graciously offered its use, free of charge, for library parking throughout the project. This lease agreement sets out the conditions for the use of the Boulos property and helps to ensure that access to the library is only minimally disrupted during the construction period.

WCLS's agreement with the City of Ferndale stipulates that the City is responsible for providing and maintaining parking for the Ferndale Library. The City will pay for any improvements needed to make sure the lot is safe and usable for public parking.

**Alternatives:** N/A

**Fiscal Impact:** N/A

**Comments:** We are grateful to Mr. Boulos for his generosity and interest in making sure the library is accessible throughout the City Hall construction process.

## PARKING LOT LEASE AGREEMENT FOR USE BY THE WHATCOM COUNTY LIBRARY SYSTEM

THIS PARKING LOT LEASE AGREEMENT FOR USE BY THE WHATCOM COUNTY RURAL LIBRARY SYSTEM (the “Lease Agreement”) is entered into on this \_\_\_\_ day of September, 2025, by and between BAYA PIP XV, LLC, a Washington Limited Liability Corporation (“Baya Pip”), the CITY OF FERNDAL, a Washington municipal corporation (“City”), and the WHATCOM COUNTY RURAL LIBRARY DISTRICT, doing business as WHATCOM COUNTY LIBRARY SYSTEM, a Washington municipal corporation (“WCLS”). The City and WCLS may be referred to herein collectively as “Lessee,” and the parties may be referred to individually as a “Party” or collectively as the “Parties.”

### TERMS AND CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Leased Property.** The leased Property (“the Property” or “the Leased Property”) includes one parcel of land owned by Baya Pip, located at 2131 Main Street and 2129 Main Street, Ferndale, WA 98248, with Assessor’s Parcel Numbers 3902305165500000 and 3902305164980000, which parcel is more specifically described in the attached **Exhibit A**. The areas of use are generally depicted in the attached **Exhibit B**.
2. **Purpose of Lease Agreement.** Baya Pip hereby leases the portions of the Property generally depicted on Exhibit B to the City for use as a general use parking lot (“the Parking Lot”) by patrons and staff of WCLS subject to all terms and conditions established herein. This Lease Agreement, as it relates to the City and WCLS, is also subject to the terms of that Agreement for Exchange of Services Between the City of Ferndale and the Whatcom County Rural Library District (“Library Agreement”), executed on October 9, 2019, which is attached hereto as **Exhibit C** and incorporated herein by this reference. For the purposes of this Lease Agreement, the Parking Lot shall be considered part of the “Site,” as defined in the Library Agreement.
3. **Lease Term and Termination.** This Lease Agreement will become effective beginning upon the latest execution date and shall remain valid for a period of Twenty-Four (24) months, unless terminated sooner or extended as herein provided. At the end of the initial twenty-four (24) month term and each subsequent renewal, this Lease Agreement shall automatically renew for one year, unless expressly terminated in writing by any Party.

It is acknowledged by all Parties that this Lease Agreement is meant to be temporary in nature until construction of the Ferndale Civic Campus (“Civic Campus”) is completed, at which time WCLS’s parking shall revert to City-owned property, as specified in the Library Agreement or as further agreed to by the City and WCLS. The terms of the Library Agreement shall continue to apply to the City and WCLS throughout the Lease Term unless they are inconsistent with this Lease Agreement. Once temporary occupancy of the Civic Campus is granted to the City, the Property may no longer be accessed for parking by Lessee, and this Lease Agreement shall automatically terminate.

Baya Pip may terminate this Lease Agreement for cause if the City or WCLS fails to cure any default within 10 days of receipt of written notice of such default, in which case the City and WCLS shall vacate the property. The City may terminate this Lease Agreement for convenience (and without cause) on 30 days' written notice to the other Parties.

In the event the Property is sold, Baya Pip may terminate this Lease Agreement with 60 days' written notice to Lessee prior to closing. In such case Baya Pip agrees to provide Lessee with the contact information of the potential buyer, and Lessee reserves the right to negotiate a new lease agreement with the buyer within the sixty (60)-day notice period. If no agreement can be reached, Lessee agrees to vacate the Property under the terms of this Lease Agreement.

If Baya PIP or the City exercise their option to terminate this Lease Agreement, the City shall work in good faith to secure alternate WCLS parking arrangements.

4. **Permitted Use.** Lessee may use the Property only for the purposes enumerated below (collectively, the "Permitted Use"):

4.1 *Use.* The Parking Lot, within the areas designated on Exhibit B, may be accessed by the agents, invitees, members and contractors of Lessee and the general public for parking to serve the WCLS facility, located at 2125 Main Street, Ferndale.

4.2 *Access.* Lessee may use the existing graveled driving surfaces or other areas designated by agreement of the Parties located within the Property for the purpose of accessing the site and Parking Lot. Any damage to Baya Pip's Property as a result of Lessee's actions shall be repaired by Lessee to the condition it was in at the time this Lease Agreement was executed. All repairs and/or restoration must be completed within the term of this Lease Agreement, and responsibility for such repairs/restoration shall be determined in accordance with the Library Agreement, Section 6.

4.3 *Work.*

4.3.1 Lessee may perform the following work on the Property:

- Placing, maintaining, and removing appropriate signage (e.g., "Public Parking," "ADA Accessible Parking," "Entrance/Exit," etc.
- Placing, maintaining, and removing parking lot markings and infrastructure, including lot striping, wheel stops, waste receptacles, and similar.
- Placing and maintaining gravel necessary to establish or re-establish an appropriate parking surface for vehicles.
- Placing, maintaining, and removing a hard-surface (e.g., asphalt) driving apron for vehicles entering and exiting the facility.

- Placing, maintaining, and removing hard surface (e.g., asphalt) ADA parking, loading spaces, route(s) of travel, and signage as required to maintain compliance with the Americans with Disabilities Act.

- Other such work as may be necessary to establish and maintain adequate vehicle parking and to address safety considerations as may be identified during the Lessee's use of the Property.

4.3.2 Lessee will perform general maintenance on the Property, including:

- Maintaining the graveled access point and parking designations;
- Conducting grading as needed to resolve wear and tear on the Property resulting from Lessee's use;
- Removing trash or performing other necessary maintenance/clean-up; and
- Coordinating with the City of Ferndale Public Works Department to ensure adherence to the City standards.

5. **Conditions of Use.** Lessee shall keep the Leased Property in a neat and clean condition, and shall be responsible for ongoing maintenance and all damages caused to the Leased Property by Lessee, its agents, invitees, members or contractors on the Leased Property. Lessee shall not use or permit the Leased Property to be used in violation of any municipal, county, state or federal law, ordinance, rule or regulation, or in any manner that may create a nuisance. Lessee will obtain any applicable permits. Baya Pip may use the Property in any manner that does not unreasonably interfere with the rights granted to Lessee by this Lease Agreement.

6. **Prohibited Use/Condition.** Except as otherwise expressly stated herein, Lessee may not improve any part of the Leased Property, nor perform any digging, grading or alteration of the Property other than in connection with use of the Property as a Parking Lot to serve WCLS without the Baya Pip's prior written consent, which may be withheld in Baya Pip's sole and absolute discretion. Lessee will not, store, release or deposit (or permit the same) any hazardous, toxic or dangerous substances onto the Leased Property. BAYA PIP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE LEASED PROPERTY, INCLUDING WITH REGARD TO THE POSSIBLE PRESENCE OF CONTAMINANTS, POLLUTION, OR OTHER ENVIRONMENTAL HAZARDS. FOR PURPOSES OF THIS LEASE AGREEMENT, LESSEE ACCEPTS THE CONDITION OF THE LEASED PROPERTY "AS IS" WITH ALL FAULTS AND DEFICIENCIES, AND ACCEPTS ALL RISKS, WHETHER KNOWN OR UNKNOWN.

7. **Consideration for Lease Agreement.** This Lease Agreement benefits Baya Pip by facilitating continued parking for WCLS, an essential public service, which benefits the community as a whole, including Baya Pip. Therefore, no fees are due.

8. **Indemnification.** To the extent permissible by law, lessee shall indemnify, hold harmless and defend Baya Pip, its officers, agents and employees, from and against any and all loss, claims, suits, actions, expense and liabilities for injury or death of any person, or for loss or damage to property, whatsoever, arising out of, or in connection with this Lease Agreement or Lessee's exercise of rights hereunder including access by Lessee and Lessee's agents, invitees, members, contractors, and use of the Property by the general public, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Leased Property, except only such injury or damage as shall have been occasioned by the sole negligence of Baya Pip This indemnity includes, but is not limited to, all expenses incurred by or for Baya Pip, or its officers, agents, or employees, including but not limited to judgments, settlements, costs, investigation, expenses and attorney fees. The Parties hereto agree that Baya Pip shall not be responsible to Lessee for any property loss or damage done to Baya Pip's Property, whether real, personal or mixed, occasioned by reason of a Force Majeure, which shall be defined as an occurrence that is beyond the control of the Party affected and could not have been avoided by reasonable diligence. It shall be Lessee's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of Baya Pip, Lessee, third party, or act of nature. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Parties. The provisions of this section shall survive the expiration or termination of this Lease Agreement. Lessee hereby agrees to waive all environmental claims against Baya Pip relating to the use and/or occupation of the Leased Property.

To the extent permissible by law, Baya Pip shall indemnify, hold harmless and defend Lessee, its officers, agents and employees, from and against any and all loss, claims, suits, actions, expense and liabilities for injury or death of any person, or for loss or damage to property, whatsoever, arising out of, or in connection with Baay Pip's use of the Leased Property including access by Baya Pip and its agents, invitees, members, and contractors, or from any activity, work or thing done, permitted, or suffered by Baya Pip in or about the Leased Property for Baya Pip's use, except only such injury or damage as shall have been occasioned by the sole negligence of Lessee, and its agents, invitees, members, and contractors. This indemnity includes, but is not limited to, all expenses incurred by or for Baya Pip or its officers, agents, or employees, including but not limited to judgments, settlements, costs, investigation, expenses and attorney fees. The Parties hereto agree that Lessee shall not be responsible to Baya Pip for property loss or damage done to Baya Pip's property, whether real, personal or mixed, by reason of a Force Majeure, which shall be defined as an occurrence that is beyond the control of the Party affected and could not have been avoided by reasonable diligence. It shall be Baya Pip's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of Lessee, a third party, or act of nature It is further specifically and expressly understood that the indemnification provided herein constitutes Baya Pip's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by all Parties. The provisions of this section shall survive the expiration or termination of this Lease Agreement.

9. **Insurance.**



The City, WCLS, and Baya Pip shall procure and maintain for the duration of the Lease Agreement term, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Leased Property with respect to their respective activities.

Required insurance for all Parties shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Participation in a self-insured, governmental risk pool shall satisfy the conditions set forth in this section of the Lease Agreement.

10. **Assignment.** Lessee is prohibited from either assigning or subletting all or any portion of the Leased Property.

11. **Enforcement and Venue.** The non-prevailing Party shall reimburse the prevailing Party for all costs and expenses, including without limitation, reasonable attorney fees incurred by the prevailing Party in enforcing its rights under this Lease Agreement or in otherwise protecting its interests in connection with the Leased Property, whether a lawsuit is instituted. This document shall be construed according to the laws of the state of Washington, and the venue in any lawsuit shall be the Superior Court for the State of Washington, Whatcom County, Washington.

12. **Notices.** All notices required or permitted hereunder shall be in writing and shall be delivered personally, by email, or sent by certified mail to the addresses set forth below or to such other address as Lessee shall notify the City of in writing.

Baya Pip XV, LLC  
1440 Admiral Place  
Ferndale, WA 98248

City of Ferndale  
P.O. Box 936  
Ferndale, WA 98248

Whatcom County Library System  
5205 Northwest Drive  
Bellingham, WA 98226

13. **Complete Agreement.** This Lease Agreement sets forth the complete agreement of the Parties with respect to the Leased Property, and it shall not be amended or modified except by a further written agreement signed by the Parties. This Lease Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14. **Signing Authority.** The Parties signing this Lease Agreement warrant that they have the authority to sign this Lease Agreement and bind their respective Parties to the terms hereof.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, for:  
BAYA PIP XV, LLC

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, for:  
THE CITY OF FERNDALE**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Public Works Director

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, for:  
WHATCOM COUNTY RURAL LIBRARY SYSTEM**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EXHIBIT A**  
**LEGAL DESCRIPTION**

3902305165500000

Lot 1 of the Boulos Twins Short Plat, as per the map thereof, recorded under Whatcom County Auditor's File No. 2023-0200813.

Situate in Whatcom County, State of Washington.

3902305164980000

Lot 2 of the Boulos Twins Short Plat, as per the map thereof, recorded under Whatcom County Auditor's File No. 2023-0200813.

Situate in Whatcom County, State of Washington.

**EXHIBIT B  
MAP**

**EXHIBIT B: MAP  
PARKING LOT LEASE AGREEMENT**



**EXHIBIT C**  
**LIBRARY AGREEMENT**

## **Agreement for Exchange of Services Between The City of Ferndale and the Whatcom County Rural Library District**

This Agreement is made between the City of Ferndale ("City") and the Whatcom County Rural Library District ("District"), which does business as the Whatcom County Library System.

**Whereas**, the District has been providing library services to City residents without pause since 1980; and

**Whereas**, the City, the District, the Friends of the Ferndale Library, the Whatcom Community Foundation and numerous individual donors and City voters partnered to raise the funds to build a new library at 2125 Main Street; and

**Whereas**, the City currently has an Agreement for library services with the District covering the operations at 2125 Main Street; and

**Whereas**, it is the desire of the Parties to renew this Agreement covering the library operations at this location;

NOW THEREFORE, THE FOLLOWING IS HEREBY AGREED

### **Section 1 – Purpose of Agreement**

The Parties desire to make an equitable allocation of the costs of providing library services in the City and to state their mutual understandings of the responsibilities of each to continue library services in the City of Ferndale.

### **Section 2 – Site for Library Services**

The City owns the building located at 2125 Main Street and wishes to allow the interior of this building ("Premises") to be used as a library facility. The City represents that it has good title to the property and has the right to provide this Site for library use as provided for in this Agreement, and will warrant and defend the same for the District against any competing claim.

*Premises* shall include the interior of the structure located at 2125 Main Street, including any and all materials in the library's catalog, all appliances, shelving, furniture, and personal belongings. The District shall be responsible for janitorial services and the maintenance and operation of the interior of the premises, with the exception of Heating, Ventilation, and Air Conditioning (HVAC) equipment, plumbing and plumbing fixtures, and electrical infrastructure. The Premises also includes one exterior book drop facility. It shall be the responsibility of the District to inform the City of recommendations to replace, repair, or update any elements of the Site when they

become known to the District; however, such notification shall not obligate the City to perform work that it deems unnecessary.

The *Site* shall include the structural components of the building located at 2125 Main Street, including Heating, Ventilation, and Air Conditioning (HVAC) equipment, plumbing and plumbing fixtures, and electrical infrastructure. The Site shall also include the land on which the building has been built, including the maintenance and upkeep of associated landscaping and parking facilities. For the purpose of this agreement, the City shall reserve a minimum of sixty (60) public parking spaces adjacent to the building, for public use of the library. There are an additional eight (8) parking spaces behind the building reserved for library staff use.

### **Section 3 – Provision of Library Services**

The District shall make use of the Premises for library operations, providing library services consistent with its policies and procedures. The District shall control and rotate material throughout the County library system.

The District shall provide day-to-day library services at on the Premises, including, but not limited to, management, supervision, personnel, furniture, materials, equipment, and supplies necessary for the library operations and shall take all reasonable precautions to prevent damage, injury or loss, by reason or related to the operation and maintenance of the Premises.

When determined necessary by the City, the District shall follow certain procedures or methods intended to prevent damage, injury, or loss associated with the operation and management of the Premises. Public meetings will be scheduled in the meeting rooms by District staff consistent with the District's Policy on Use of Library Facilities. The City reserves the right to use meeting rooms on a routine basis in the event that the City Council determines that such use is necessary or desirable. Before such use the City and the District shall come to an agreement on the days and times and purposes of such use.

### **Section 4 – Term of Agreement**

The term of this Agreement shall be five (5) years beginning on October 1, 2019 and running through October 31, 2024. At the end of this and any subsequent lease term, if no new lease is executed and the Agreement is not terminated as described herein, this Agreement will automatically renew for additional five (5) year terms.

### **Section 5 – Termination of Agreement**

This Agreement may be terminated as follows:

1. By either Party, with or without cause, by delivering written notice at least six (6) months before the last day of the initial or any extended term of this Agreement.
2. By the City if the District has abandoned the Premises.
3. By the District upon written notice from the City that the City has withdrawn from the District, as provided for in Section 14 of this Agreement.



Upon termination of the District's occupancy, the District shall surrender the Premises in as clean and neat condition as when possession was tendered, normal wear and tear excepted.

#### **Section 6 – Maintenance and Repair**

The District shall be responsible for maintaining the interior of the building in neat and clean condition, including but not limited to: basic janitorial and cleaning services, window cleaning, light bulb replacement, interior painting, mat cleaning and replacement, and floor covering cleaning. The District may install and maintain, at its own expense, any necessary modifications or changes to doors, door locks, and internal security systems, but shall provide the City with keyed access to all areas and systems, other than those areas with protected confidential information.

The City shall be responsible for maintaining the Site in good condition and repair, including designated parking areas, sidewalks, driveways, fences, storm drains, utility lines and meters, exterior painting, landscaping (including snow removal), repairs and maintenance to the roof, wiring, lighting fixtures, windows, plumbing, and any repairs and maintenance to the mechanical integrity of the heating and cooling equipment, fire alarm system, excluding modifications or changes to doors, door locks, and internal security systems.

The City and District may agree from time to time to share the cost of improvements or modifications in addition to the responsibilities of this Section. Each such situation will be considered on an individual basis and any cost sharing must be duly negotiated and mutually agreed between the Parties. Such cost sharing agreements may be in writing and attached to this Agreement.

Each Party shall notify the other Party upon the other Party's failure to meet maintenance and repair standards described herein or if the other Party is engaging in patterns and practices that are negatively impacting the Premises or the Site. If the issue affects life safety, the Parties will address the issue within twenty-four hours after notification. All other issues will be addressed as soon as is practicable, and both Parties will make a good faith effort to resolve them. The Party responsible for activity that impacts the Premises or Site that results in the need for repairs shall bear the full cost of curing the damage that resulted from the activity.

#### **Section 7 – Personal Property**

The District, at its own expense, shall have the right to place and install personal property, fixtures, equipment, and other temporary items. These items shall remain in the District's property and free from claim by the City. The District shall have the right to remove these items at any time during the term of this Agreement, provided that any damage to the facility caused by such removal shall be repaired by the District at the District's expense, and the Premises shall be returned to its state prior to installation.

## **Section 8 – Other Costs**

The District shall pay for basic utilities including telephone, telecommunications, internet access, gas, electricity, water, sewer, solid waste, and recycling. The District shall be responsible, at its expense, for fire and extended insurance on all property, furnishings, and other personal property, including removable fixtures. The District may purchase and install appropriate signage in locations and in such size as the Parties agree. The District may install and pay for the monitoring services for a security alarm.

The City agrees to pay any real estate taxes or special assessments for the property. The City shall maintain fire insurance and extended coverage insurance on this building for the full replacement value of the structure. The City will install and pay the monitoring costs for a fire alarm system. Per the terms of the City's Franchise Agreement with Comcast, the building is eligible to receive basic cable at no cost to the District.

The parties will both purchase insurance, as follows: The City shall maintain fire and extended coverage insurance on the Facility and the Site for the full, insurable replacement value of the Premises. The District shall be responsible, at its expense, for fire and extended coverage insurance on all of its property, including removable fixtures, located in the Premises. The District and the City shall, each at its own expense, maintain a policy or policies of Commercial General Liability (CGL) insurance with respect to their respective activities. Such insurance shall afford minimum protection of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, property damage or combination thereof. The City shall be an additional insured on the District's CGL policy endorsement form CG 20 11, or a substitute endorsement providing at least as broad coverage. Both parties shall timely provide each other with proof of such coverage.

## **Section 9 – Liability and Indemnification**

To the extent permitted by law, the District agrees to indemnify, defend, and hold the City, its agents, officers, and employees harmless from, and to process and defend at its own expense, all claims, demands, or suits at law, or reasonable equity arising out of the District's, its agents', officers', or employees' performance or failure to perform any and all legal duties, including but not limited to, the duties provided for in this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

To the extent permitted by law, the City agrees to indemnify, defend, and hold the District, its agents, officers, and employees harmless from, and to process and defend at its own expense, all claims, demands, or suits at law or reasonable equity arising out of the City's, its agents', officers', or employees' performance or failure to perform any and all legal duties, including, but not limited to the duties provided for in this Agreement.

**Section 10 - Damage and/or Destruction**

If the Site or Premises or any part or appurtenance is so damaged by fire, casualty, structural defect, or any other cause beyond the District's reasonable control that the same cannot be used for the District's purposes, the District may terminate this Agreement within 90 days following damage upon written notice as provided for in this Agreement. In the event of minor damage to any part of the Premises which does not render the building unusable for the District's purposes, the City shall promptly repair such damage. The District shall bear the cost of repairs for damage which is caused by the act of a District employee, other than normal wear and tear.

**Section 11 – Law Enforcement**

Both parties will communicate regarding safety issues and work together to find mutually acceptable solutions. This includes sharing information about individuals who have been trespassed from library premises. Library staff shall cooperate with law enforcement efforts to respond to criminal incidents or violations of law, and shall contact law enforcement when wanted or trespassed individuals are observed.

**Section 12 - 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 prior, written consent of the other Party.

**Section 13– Relationship of the Parties**

The Parties agree that they are separate entities operating independently of each other. 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, servants, and representatives during the term of this Agreement.

**Section 14 – Notice**

Any notice required or permitted under this Agreement shall be in writing and may be served personally or by certified mail addressed to the Parties at the addresses listed below, or at the address one Party specifies to the other in writing. Each Party shall notify the other promptly of any change in address.

DISTRICT  
Whatcom County Library System  
5205 Northwest Drive  
Bellingham, WA 98226

CITY  
City of Ferndale  
PO Box 936 – 2095 Main Street  
Ferndale, WA 98248

**Section 15 – City Withdrawal From District**

Upon a written request by the District made pursuant to a resolution by its Board of Trustees finding that inclusion of the City within the District will result in a reduction of



the District's tax levy rate under provisions of RCW 84.52.010, the City may, through a resolution or other sufficient action pursuant to RCW 27.12, withdraw from the District.

Upon withdrawal, the Parties may enter into a contract for the District to provide uninterrupted library services within the City at a rate of compensation duly negotiated by both Parties and paid by the City. Both Parties shall remain free to enter or decline to enter into such contract, at their sole discretion. Unless such contract is made between the Parties, this Agreement shall terminate at the later of the effective date of the City's withdrawal from the District or 90 days following the date the District requests the City's withdrawal.

If, after withdrawal, the circumstances change so that inclusion of the City in the District would not result in a reduction of the District's tax levy rates, the City and District may agree to the re-annexation of the City into the District as provided in RCW 27.12.355(3). In that event, the City and District shall enter into a new Agreement.

#### **Section 16 – Compliance with Law**

Both Parties will comply with all laws, orders, ordinances, and other public requirements pertaining to the provisions of this Agreement and use of the Premises.

#### **Section 17 – Final Agreement**

This Agreement contains the Parties' entire understanding regarding this subject and it supersedes any prior understandings or agreements, either verbal or written. This Agreement may be modified only by a further writing that is duly executed by both Parties.

#### **Section 18 – Governing Law, Venue, and Attorney's Fees**

This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of Washington. Any disputes arising from this Agreement shall be heard in the Whatcom County Superior Court. The prevailing party shall be entitled to reasonable attorney's fees and costs in any dispute arising from this Agreement.

#### **Section 19 - Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

#### **Section 20 – Neutral Authorship**

Each provision of this Interlocal has been reviewed and negotiated and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provision of this Interlocal in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any provisions of this Agreement.

**Section 21 – No Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of the Parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons or Parties. No person or entity other than the Parties of this Agreement themselves may rely upon or enforce any provisions of this Agreement.

Having made these understandings between them, the Parties have executed this Agreement as of the date(s) of their respective signatures below.

CITY OF FERNDALE

Signature

Jon Mutchler, Mayor  
Print Name and Title

10/9/19  
Date

WHATCOM COUNTY RURAL LIBRARY  
DISTRICT

Signature

Christine Perkins, Executive Director  
Print Name and Title

9/18/19  
Date

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## COMMUNITY

This weekend's Mural Blessing Ceremony at the Deming Library connected the Nooksack tribal community with the South Fork Valley community to share a potluck meal and learn about the inspiration for artist Sienum Jason LaClair's latest piece. Funding was provided by the Friends of the Deming Library.

## ACCESS

The City of Ferndale is moving forward on plans to build a new City Hall directly adjacent to the Ferndale Library. We are grateful to the owner of the property west of the library, who has agreed to allow the City and WCLS to use it for parking so the public can continue to access the library throughout the construction period.

## RESOURCES

With a successful levy lid lift in hand, several of us are collaborating on applications to present at next year's ALA/PLA conference. One proposal is focused solely on WCLS's experience, and another is a group presentation with the directors of the other Washington library districts that passed levies in August.

## EQUITY, DIVERSITY AND INCLUSION

We're celebrating Hispanic Heritage Month with five events for children where they'll learn about the history and significance of piñatas and make their own. There are already wait lists for several of these popular sessions.

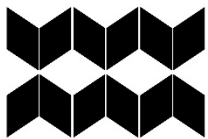
## STEWARDSHIP

Last Friday was our annual Branch Out fundraiser, the first for our new Foundation Development Director Jessica Burson. Guests took photos near the "Flying Book" art installation and by Lloyd the Dragon, learned about The Library Game, and made donations to support Whatcom County Library Foundation's ongoing projects, endowment, and innovation fund.

## STRATEGIC PLAN

Our current strategic plan is intended to sunset at the end of the year. Rather than rush to create our next plan, let's discuss extending the current framework (Community, Access, Resources, EDI, Steewardship) through 2026 and include an action item for Strategic Planning.

**Christine Perkins**, Executive Director



whatcom county  
**library system**

## Deputy Director Report

September 2025

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### **COMMUNITY – Point Roberts Library Spotlight**

The Point Roberts Library opened inside the fully renovated and expanded historic fire station in 2018. Prior to that, in 1995, the fire station made space for library services temporarily while the school building addition was constructed. The presence of library services to the Point Roberts community extends back to the creation of WCLS in 1944. Talking about the human and natural history of the area is something Kris Lomedico, branch manager, loves to do. One story she tells about the manager that preceded her, Agda Zemsky, is that she worked not only as the librarian but also as the school janitor and bus driver. While Kris doesn't hold as many hats, it is interesting to note that Kris works one day each week at the Blaine Library. This regular practice provides her with regular opportunities to engage with situations and procedures that may be less routine at a smaller branch.

The library building is owned by the Point Roberts Park and Recreation District. There is a good partnership with the local writing group and with the elementary school, part of the Blaine School District. The Friends of the Point Roberts Library were instrumental in the project that they dreamed of, designed, and raised capital funding for, resulting in the Point Roberts Library we have today.

### **STEWARDSHIP**

An MLIS student approached WCLS looking for an opportunity to develop some practical experience and fulfill a course requirement. She has a strong interest in archives, so she was paired with Everson/Sumas manager Paul Fullner, who was in need of some help with developing instructions and documentation for the Digitize It Kits, a new WCLS resource intended to help patrons digitize their VHS, audiocassette, and 8mm/Super 8 film media. As part of her internship, she was also able to shadow Joy McGrath, PSA, at the Ferndale Library, and visit with Erin Suda, Island manager, at the Island Library. At Island, Ellie learned about WCLS' history of Washington Rural Heritage digitization projects and met with a representative of the Lummi Island Historical Society.

**Michael Cox**

Deputy Director



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## **COMMUNITY**

At the Whatcom County Library Foundation annual Branch Out fundraiser we presented our Golden Apple Awards to three school partners whose work with us has made a significant difference in the reading lives of the young people of Whatcom County. Through ConnectED we can bring the full spectrum of library service to young people where they already are. Kids and teens discover and check out new books, place and pick up holds, conduct research, return materials, and consume stories, all from the comfort of their classroom. This past year we made hundreds of connections with K-12 students and checked out more than 55,000 books through ConnectED. None of this work would be possible without our school partners.

**Natalia Burke**, Middle School Librarian at Lynden Christian School

Natalia was recognized for the consistent and creative ways she integrates WCLS resources into her instruction, using our online databases for student research, curating book collections for student reading, and regularly collaborating with us in all kinds of ways on all kinds of school projects. Teen Services Coordinator Tamar Clarke notes Natalia's deep commitment to reading and the subtle and powerful ways it manifests itself in her library and her work.

**Tammy Immer**, Administrative Assistant to the Principal, Beach Elementary School

Tammy was recognized for the thousands of little things she does every day to smooth the course for our deep partnership with the Beach School on Lummi Island. Island Library Branch Manager Erin Suda is continually revising her approach to engaging young people on Island, bringing kids to the library, bringing the library to the school, exploring the outdoor spaces in between. Erin says "As we changed the program to best fit the kids' and the library's priorities, Tammy was flexible, knowledgeable and kept the main goal at the forefront: to enrich the lives of the children of Lummi Island."

**Jordan Wolcott**, Second Grade Teacher at Irene Reither Elementary School

Jordan was recognized for the ongoing relationship he has built with Hana Boxberger, Youth Services Assistant at the Lynden Library. Jordan welcomes Hana into his class every month to share books and stories, building connections for his students, between the books and their learning, and between the students and their library. Hana mentions specifically how impressed she is with the warmth and meaning he brings to that welcome, saying "Jordan instills in his students an outstanding love and appreciation for all the library has to offer. Without fail, the group of young people in his care show themselves to be curious, thoughtful, and engaged year after year. I and WCLS as a whole are so grateful for his partnership!"

**Thom Barthelmess**

Youth Services Manager

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## COMMUNITY/RESOURCES

September is Library Card Sign-Up Month. We are celebrating with two messages designed to get people talking about library cards and to encourage people without a card to sign up.

Message one for current library patrons and fans: Show Us Your Library Card, the latest card in The Library Game. To earn the card, a patron could do any of the following:

- Show a library staff member their library card.
- Sign up for a library card.
- Post a picture showing their library card and tag @wclslibraries on Facebook or Instagram.
- Encourage someone to get a library card.

Message two for non-cardholders: County residents save millions at the library to reinforce our ongoing value message (Power of Sharing). This message is shared via web slides and social media content. We also worked with external partners to place posters that include a QR code to [wcls.org/getacard](https://wcls.org/getacard). Thank you to Friends of the Library members who helped by distributing the posters in their communities.





The September-December issue of [Explorations](#) has been delivered to county residents and to the branches. The newsletter is also available [online](#). In addition to fall events, this issue includes an article about levy results and a new recurring feature in which we will showcase branches and the communities they serve. Our first showcase features Deming and North Fork.

**Podcast:** [wcls.org/podcast](https://wcls.org/podcast) or subscribe on your favorite podcast platform

- Episode 56: [Thank you, Whatcom County voters!](#)

### Book Reviews

- *Cascadia Daily News*, Aug. 22, 2025, [Review: 'No One Can Know' by Kate Alice Marshall](#)
- *Cascadia Daily News*, Aug. 25, 2025, [Review: 'So Far Gone' by Jess Walter](#)
- *Bellingham Alive*, August 2025, see below

## Book Reviews

WRITTEN BY MARY KINSER

**"Back After This"**  
by Linda Holmes

Cecily Foster dreams of hosting her own podcast, and until then, she's busy keeping everything going as a producer. Relationships are the last thing on her mind—so when her boss pitches a show focusing on Cecily's dating life, she immediately says no. Unfortunately, the company is in trouble, and her boss needs a hit. Cecily finally agrees to let a relationship coach set her up on 20 blind dates and provide "feedback" (aka criticism). At first it seems fine, but then Cecily keeps running into photographer Will and his rowdy Great Dane. There's no denying that there's a connection between Will and Cecily, but is it something more? Now Cecily must choose between trusting the expert or trusting her heart. Author and NPR "Pop Culture Happy Hour" host Linda Holmes delivers another sweet, funny, and relatable modern love story that readers will adore.

**"Sounds Like Love"**  
by Ashley Poston

With a hit song on her resume, songwriter Joni Lark should be at the top of her game professionally. But the truth is, Joni is stalled. Her creative inspiration has fled in the face of worries about her mother's health and her parents' recent decision to shutter The Revelry, the music hall where Joni grew up. She heads home to regroup, but there's a new problem: Joni suddenly begins hearing an unfamiliar melody—and a man's voice—in her head. This person can read her thoughts, and, more startling, Joni can read his. When the mystery man shows up at The Revelry, the two are intent on breaking the connection. And the only way to do that seems to be turning that strange melody into a song—together. Whimsical and magical, this fresh romance delivers characters you'll root for in a novel that's pitch-perfect for summer.

## Media Coverage

### Levy coverage

- *Cascadia Daily News*, Aug. 1, 2025, [Didn't get a primary ballot? Here's why](#)
- *Cascadia Daily News*, Aug. 5, 2021, [Update: Whatcom Library levy and South Whatcom fire levy will pass](#)
- *Bellingham Herald*, Aug. 5, 2025, [Whatcom primary results: library levy and council seats](#)
- *Yahoo News*, Aug. 5, 2025, [Whatcom County voters approve library levy; Council incumbent likely ousted](#)
- *Cascadia Daily News*, Aug. 5, 2025, [Update: Whatcom County preliminary primary election results 2025](#)
- *The Northern Light*, Aug. 6, 2025, [Preliminary August primary results roll in](#)
- *All Point Bulletin*, Aug. 7, 2025, [Preliminary August primary results roll in](#)
- *Cascadia Daily News*, Aug. 7, 2025, [Update: Wednesday vote count points to winners in Blaine, Sumas races](#)
- *Lynden Tribune*, Aug. 7, 2025, [UPDATE: Whatcom County voters say 'yes' to library levy lid lift](#)
- *Every Library*, Aug. 8, 2025, [Election Results: Washington Says Yes to Libraries!](#)
- *Cascadia Daily News*, Aug. 19, 2025, [Primary election results certified in Whatcom, Skagit counties](#)
- *All Point Bulletin*, Aug. 29, 2025, [Library levy passes handily with 57 percent](#)

### Other news

- *Lynden Tribune*, Aug. 6, 2025, [Local youth showcase talent in kids craft fair](#)
- *The Bellingham Herald*, Aug. 7, 2025, [Award-winning Whatcom musician's album Wonder FULL is here](#)
- *Visit Bellingham*, Aug. 12, 2025, [Outdoor adventure begins at your local library with Check Out Washington](#)
- *The Northern Light*, Aug. 13, 2025, [Blaine children's musician releases 'Wonder Full' new album](#)
- *Cascadia Daily News*, Aug. 14, 2025, [Letters, Week of Aug. 13, 2025: Indigenous history, orca protections, and increasing bus fare](#)
- *Cascadia Daily News*, Aug. 14, 2025, [Get free supplies, health care and more at these back-to-school events](#)
- *Visit Bellingham*, Aug. 15, 2025, [Deming Library unveils Coast Salish mural](#)
- *Cascadia Daily News*, Aug. 22, 2025, [Ferndale awards \\$15.5M bid for long-awaited civic campus project](#)
- *The Northern Light*, Aug. 27, 2025, [In the garden with Kelle: laws on disposing of compostable materials](#)
- *All Point Bulletin*, Aug. 29, 2025, [More than just books: it's a Library of Things](#)
- *Salish Current*, Aug. 1, 2025 (see below)

**Wise women.** Join the Wise Women's Circle: a fun group of local ladies is welcoming new members! Come make new friends and enjoy the support of other women. Deming Library, Aug. 16, 2–4 p.m. Call or text Tina at 360-592-8758.

**Summer reading.** Celebrate completing your Whatcom County Library System's summer reading program on Aug. 23 at drop-in parties at every WCLS branch. 10 a.m.–5 p.m. [Information.](#)

- *Salish Current*, Aug. 14, 2025 (see below)

**Mushroom intro.** Dr. Fred Rhoades introduces you to the mushrooms of Whatcom County on Sept. 6 from 1–4 p.m. at the Whatcom County North Fork Library. [Information and registration.](#)

- *All Point Bulletin*, Aug. 14, 2025 (see below)

**Library Thank You Open House:** Saturday, August 23, all-day, library. We want to thank our community for your support in the library levy proposition. Please join us at our open house, and celebration of summer reading. Cookies, crackers and we hope you'll come show us your happy dance. Info: [wcls.org](http://wcls.org).

**Mary Vermillion**  
Community Relations Manager

Collection Size	Physical	Electronic	Total
	295,776	400,682	696,458

Circulation	Aug 2024	Aug 2025	YTD 2024	YTD 2025	YTD % chg
Physical Circulation					
Blaine	13,793	12,359	104,493	107,030	2.4%
Bookmobile & Outreach	4,782	4,884	36,026	37,235	3.4%
Deming	6,978	7,962	60,108	60,349	0.4%
Everson	9,587	8,553	71,477	67,701	-5.3%
Ferndale	31,947	30,436	258,208	240,678	-6.8%
Island	1,862	1,983	13,407	14,254	6.3%
Lynden	38,830	35,304	295,223	282,861	-4.2%
North Fork	4,040	3,744	30,374	27,783	-8.5%
NWIC	18	4	76	200	163.2%
Point Roberts + PRX	3,295	3,633	19,335	19,833	2.6%
Sumas + SLX	2,940	2,611	19,753	19,811	0.3%
South Whatcom	9,048	9,482	61,898	65,785	6.3%
NDX	3,227	3,752	26,362	30,663	16.3%
Physical Circulation Total	130,347	124,707	996,740	974,183	-2.3%
Disc materials: DVDs, CDs	27,349	24,503	210,728	191,720	-9.0%
All other materials	101,848	98,904	777,868	765,707	-1.6%
Digital Circulation					
eBooks/eAudiobooks	36,654	37,340	289,920	298,101	2.8%
eMagazines	3,266	5,798	37,252	46,838	25.7%
eMusic	8,975	10,607	81,075	92,571	14.2%
Streaming Video	2,230	2,977	21,430	26,188	22.2%
Digital Circulation Total	51,125	56,722	429,677	463,698	7.9%
Grand Total	181,472	181,429	1,426,417	1,437,881	0.8%

Visitors (Door counts)	Aug 2024	Aug 2025	YTD 2024	YTD 2025	YTD % chg
Blaine	7,619	7,167	55,852	54,995	-1.5%
Deming	2,714	2,779	22,351	21,492	-3.8%
Everson	3,339	3,728	25,748	28,235	9.7%
Ferndale	14,522	12,669	103,602	101,324	-2.2%
Island	2,409	2,561	11,962	14,798	23.7%
Lynden	11,444	11,423	91,642	94,238	2.8%
NDX	366	355	2,591	2,563	-1.1%
North Fork	2,324	2,503	14,910	15,318	2.7%
Point Roberts + PRX	2,453	2,501	13,406	12,529	-6.5%
Sumas + SLX	1,652	1,410	10,116	11,015	8.9%
South Whatcom	4,076	4,557	25,595	27,312	6.7%
Total	52,918	51,653	377,775	383,819	1.6%

New Borrowers	Aug 2024	Aug 2025	YTD 2024	YTD 2025	YTD % chg
	682	618	5,314	4,694	-11.7%

Interlibrary Loan	Aug 2024	Aug 2025	YTD 2024	YTD 2025	YTD % chg
Borrowed from BPL	11,877	11,094	94,236	93,458	-0.8%
Lent to BPL	22,166	21,931	170,598	175,413	2.8%
Borrowed: other libraries	580	566	5,136	4,808	-6.4%
Lent: other libraries	658	435	4,886	4,653	-4.8%

Electronic Resources	Aug 2024	Aug 2025	YTD 2024	YTD 2025	YTD % chg
WCLS.org Sessions	38,247	38,688	306,643	308,997	0.8%
Bibliocommons Sessions	106,125	92,329	812,564	740,991	-8.8%
Internet Sessions	3,041	4,404	28,626	32,877	14.9%
Wifi Clients / Sessions	7,660	8,380	56,034	62,998	12.4%

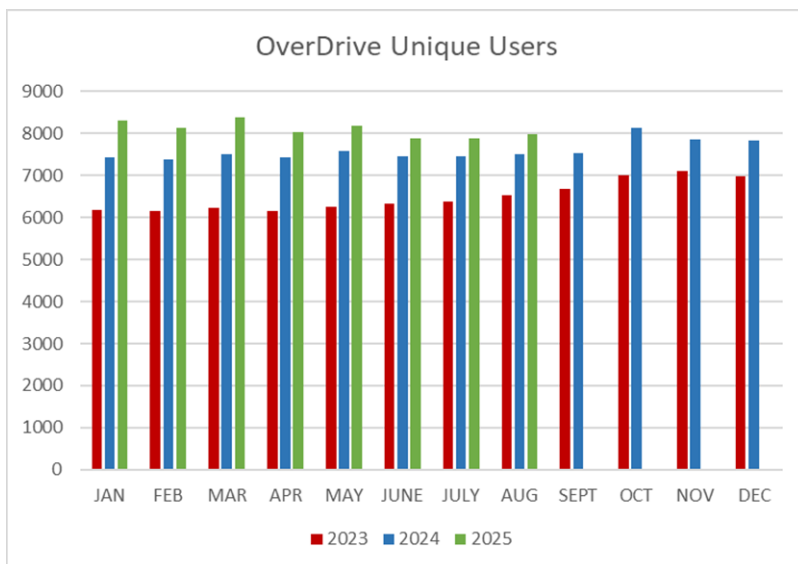
Activities	Aug 2024	Aug 2025	YTD 2024	YTD 2025	YTD % chg
Programs					
Adults	63	108	555	880	58.6%
Teens	37	12	163	283	73.6%
Children	42	24	708	652	-7.9%
Total	142	144	1,426	1,815	27.3%
Attendance					
Adults	1,005	877	6,678	9,239	38.3%
Teens	31	217	5,466	7,761	42.0%
Children	1,733	412	23,626	21,107	-10.7%
Total	2,769	1,506	35,770	38,107	6.5%

Notes/Corrections:

Issue with Kanopy stat tracking by title, so we now track Plays. Previous Year streaming video stats in 2025 Board Report will be inconsistent with 2024 Board Report.

## OVERDRIVE UNIQUE USERS

WCLS patrons checked out 43,128 eMaterials in August; 51% eAudiobooks, 36% eBooks and 13% eMagazines. These usage statistics are almost exactly the same as last month; that parity is another example of how eMaterials usage seems to have leveled for the moment. The eAudiobooks with subscription-based licenses that we added mid-August dominate the list of top-circulating eAudiobook titles as they are available to checkout to multiple patrons simultaneously. Top five circulating eMagazines in August were *The New Yorker* (494), *New Scientist* (262), *The Week* (217), *Us Weekly* (191), and *Woman's World* (155).



## DATABASE USAGE

Ancestry Library (which is limited to in-library use only) had more than 100 sessions in both July and August: we have only had a couple of months since the pandemic with usage that high. There were 11 LinkedIn Learning course completions in August, most of them related to using Excel. Other lifelong learning subjects of interest to our patrons in August: patrons used Peterson's Test Prep to prepare for the ACT, SAT, AP Government exam, CLEP Spanish Language test, barbering exam, H.S. Literature test, tech support CompTIA A+ certification, certified nursing assistant (CNA) and home health aide (HHA) certifications, as well as using the Scholarship Search Tool and Career Advice.

