

Publication of the agenda and the approximate times are a guide to, and not a limitation on, the activities of Trustees.

The Library Board of Trustees will participate in the September Board Meeting remotely through an online web-based meeting platform. Per Washington State Proclamation 20-28, in-person attendance at meetings is prohibited at this time.

The Board meeting will be streamed live via Zoom at 3:30 p.m. on Tuesday, September 15. You may view the meeting from a PC, Mac, iPad, iPhone or Android device from the following link:

<https://cob.zoom.us/j/91689044189?pwd=MjVmS3l6MlFDb2lZRklwc1U3NWUwUT09>

Meeting ID: 916 8904 4189

Password: 7323

For Technical Assistance please contact Katie @ [knbray@cob.org](mailto:knbray@cob.org)

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 OR +1 669 900 6833 OR +1 312 626 6799 OR +1 929 205 6099

OR +1 346 248 7799 OR +1 301 715 8592

Webinar ID: 916 8904 4189 Password: 7323

Please note there will be no public comment taken at the meeting. Instead, community members are respectfully asked and encouraged to submit comments by e-mail to [librarytrustees@cob.org](mailto:librarytrustees@cob.org).

<b>AGENDA</b>	<b>TIME (approx.)</b>
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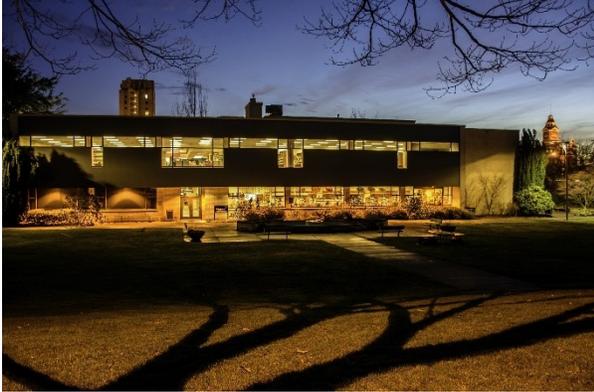
- |   |       |
|---|-------|
| <b>1. Call to order and introductions</b>   | 2 min |
| <b>2. Approve/modify agenda</b>   | 1 min |
| <b>3. Public comment (from email)</b><br>Per Washington State Proclamation 20-28, in-person attendance at meetings is prohibited at this time. Please note there will be no public comment taken at the meeting. Instead, community members are respectfully asked and encouraged to submit comments by e-mail to <a href="mailto:librarytrustees@cob.org">librarytrustees@cob.org</a> .  | 5 min |
| <b>4. Consent agenda</b><br>All matters listed on the consent agenda are considered routine and may be approved in a single motion. A trustee may ask that an item be removed from the consent agenda and considered separately. <ul style="list-style-type: none"><li>• <b>Communications and FYI</b></li><li>• <b>Minutes</b><br/>August 18, 2020: Regular board meeting</li><li>• <b>Library performance &amp; activity measures</b><br/>August 2020</li></ul> | 5 min |

- **Financial reports**  
Claims: August 2020  
YTD report: August 2020

<b>5. Reports</b>	10 min
<ul style="list-style-type: none"> <li>• Board Chair</li> <li>• Library Board members</li> <li>• City Council liaison</li> <li>• Friends of Bellingham Public Library</li> <li>• Library Director</li> </ul>	
	<b>Time check: 3:53</b>
<b>6. Phase 2 update</b>	10 min
<ul style="list-style-type: none"> <li>• Rebecca Judd, Director and staff</li> </ul>	
<b>7. City Revenue Forecast</b>	15 min
<ul style="list-style-type: none"> <li>• Forrest Longman, Deputy Finance Director</li> </ul>	
<b>8. Facilities update</b>	15 min
<ul style="list-style-type: none"> <li>• Central Library main floor remodel – Rebecca Judd, Director and staff</li> <li>• Barkley Licensing Agreement – Rick Osen, Board Chair</li> </ul>	
	<b>Time check: 4:33</b>
<b>9. Board Trustee recruitment update</b>	5 min
<ul style="list-style-type: none"> <li>• Rick Osen, Board Chair</li> </ul>	
<b>10. New business</b>	5 min
<b>11. Action items for next meeting</b>	2 min
	<b>Time check: 4:45</b>
<b>12. Adjourn</b>	

**Next Regular Library Board Meeting: Tuesday, October 20, 2020 – 3:30 p.m.**  
**Location: Zoom meeting**  
**Bellingham, Washington**

If you require a sign interpreter or other hearing accommodation, please allow the library 48 hours notice. Order of agenda items may be adjusted.



# Library seeks candidates for Board of Trustees position

August 26, 2020

The Bellingham Public Library Board of Trustees seeks candidates to fill an upcoming vacancy on the board. The position will be open on January 1, 2021, and a first review of applications will begin October 2, 2020.

The Board of Trustees is the governing and policy-making board for the Bellingham Public Library. Board positions are voluntary, and residents chosen to fill them are selected to serve five-year terms.

“This is a pivotal time for the Bellingham Public Library, as we work to interpret and implement our newly-adopted strategic plan for the changing realities of our community,” Library Director Rebecca Judd said. “The position of Trustee is an important and rewarding volunteer leadership role, and we look forward to welcoming a new Board member soon.”

We encourage applications from people who believe in the mission of the public library, are inspired to learn and articulate the Library’s vision, and who are familiar with our community. All applicants must presently live within Bellingham City limits and have done so for at least one year.

# Fast-Moving Wildfire Destroys 80% Of Small Town In Eastern Washington State

September 8, 2020 5:12 AM ET

MARK KATKOV. NPR.ORG



Little remains of a building in Malden, Wash., as a wildfire gutted the farming town of about 200 people south of Spokane on Labor Day.

*Whitman County Sheriff's Office/Facebook*

## **Updated at 3 p.m. ET**

Almost every structure in the small farming town of Malden in eastern Washington state was destroyed by a fast-moving wildfire Monday as high winds created what officials described as a firestorm.

According to the Whitman County Sheriff's Office, 80% of the town's structures were destroyed. The town of about 200 people is 35 miles south of Spokane in an agricultural region known as the Palouse.

"The scale of this disaster really can't be expressed in words," Whitman County Sheriff Brett Myers said in a statement. "The fire will be extinguished, but a community has been changed for a lifetime. I just hope we don't find the fire took more than homes and buildings. I pray everyone got out in time."

As of early Tuesday, there were no reports of injuries from the wildfire that swept through Malden.

Officials said the fire was fueled by high winds of up to 45 mph, standing timber and dry fields. Deputies went door to door and used public-address systems on their patrol vehicles to tell residents to evacuate the area immediately. Within hours, most of the small town had burned to the ground.

Malden lost its fire station, post office, City Hall, library and most of its homes, according to the sheriff's office.



**Regular Meeting of the Library Board of Trustees  
Tuesday, August 18, 2020 – Zoom meeting  
3:30 p.m.**

Minutes of Actions and Decisions of the Library Board of Trustees of the Bellingham Public Library as authorized by RCW 27.12.210 and SEC. 7.02 Charter of the City of Bellingham.

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**Board Members Present:** Rick Osen, Rebecca Craven, Jim McCabe and Vernon (Damani) Johnson

**Board Members Absent:** Rachel Myers

**Library Staff:** Rebecca Judd, Jon McConnel, Jennifer (Jen) Vander Ploeg, Deborah Brewer, Bernice Chang, Katie Bray and Wendy Jenkins

**Others Present:** Hollie Huthman, City Council Liaison; Chris Johnsen, Friends of Bellingham Public Library

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**Call to order and introductions:** Regular session was called to order at 3:30 p.m. by Chair Rick Osen. Chris Johnsen was welcomed and introduced as the Friends of Bellingham Public Library representative.

**Approve/modify agenda:** Rebecca Craven moved to approve the agenda. Jim McCabe seconded. Motion carried.

**Public comment:** No emails.

**Consent agenda:** Jim clarified that in his board member report, it should read "in the last Cordata Neighborhood Association newsletter" rather than "at the last Cordata Neighborhood Association virtual meeting." Rebecca Judd mentioned that the financial reports have been adjusted slightly to work more cohesively together. Jim commented that he thinks the heading change is an improvement. Noting the unused salaries and benefits due to vacancies, Rick asked Rebecca Judd if City Administration has given any instruction on funds left over at year end. Rebecca responded the City has not given any formal instruction, but the anticipated revenue reduction points to a return of funds to the City. Jim McCabe moved to approve the July 21, 2020 Regular meeting minutes as amended and the July 2020 performance and activity measures and financial reports. Rebecca Craven seconded. Motion carried.

**Board Chair report:** Rick reported that, according to Board of Trustee bylaws, the Board oversees hiring and evaluating the Director. The Personnel Committee, Rick and Rebecca Craven, met and determined it was best to skip an evaluation this year because of disruptive circumstances. A 2-year review will be conducted in 2021.

**Board member reports:** Jim announced that the Cordata Neighborhood Association will be holding a Zoom meeting on September 8. He asked Rebecca Judd if she has received an invitation as the Association would like to hear about library plans. He added that the Transportation Fund is on the agenda. Rebecca responded that she hasn't yet received a Zoom meeting invitation.

Damani announced that the final (4<sup>th</sup>) City and County hosted listening series on race and justice is today from 5:00-7:00. The Whatcom Human Rights Task Force, which Damani is involved with, is collaborating on these sessions. Citizens can join the Zoom meeting if they would like an opportunity to speak. The sessions can also be streamed or watched afterward on YouTube. As a result of this listening series, a proposal has been made to develop a group or committee task force. Damani suggested the Library could have a voice on this task force as discussions about systemic racism are about more than just police.

**City Council liaison report:** Hollie reiterated Damani's listening series announcement, calling the series helpful, saying that people are being brave and sharing their stories. Hollie added that ideas are starting to percolate, such as an Equity Commission.

**Friends of Bellingham Public Library report:** Chris reported that the Friends have been meeting virtually each month and have been brainstorming different ways and ideas to raise funds and remain visible. One way they have raised funds is by asking members to pay their dues and make donations. To remain visible, they are partnering with the Food Bank – bagging children's books to distribute with food. Chris added that the Friends have been highlighting information from the Library website in their email newsletters.

**Library Director report:** Rebecca spotlighted a few items from her Director's Report:

- The Library launched a new Wi-Fi hotspot lending program in August. Rebecca thanked Jon for his work on this project. Ten devices are currently in circulation, funded through Library Giving Day donations. Additional hotspots, funded by the Friends, have arrived and are being processed. The contract for Verizon hotspots, funded through the CARES act, is in process.
- the Library will be partnering with Monica Koller of Connecting Community, LLC, to document the stories of Black (African American) lives in Whatcom County as part of Peoples' Perspectives: COVID-19 in Whatcom County. Monica's plan is to create five 3-5-minute digital stories.
- As part of Peoples' Perspectives: COVID-19 in Whatcom County, Washington iSchool student Robin Sheasley just completed a Directed Fieldwork project that investigated best practices for digital archiving. Rebecca hopes Robin can continue her efforts with a Capstone Project this fall.

Rebecca reported that the Institute of Museum and Library Services released the third set of test results today from Battelle lab – after 5 days there were still traces of the virus on some

materials. Bellingham Public Library is working with other libraries in the state to interpret the results.

Rebecca invited questions about her Director's Report:

- Jim asked Jon to clarify his report comment about the SimplyE patron authentication issue and expand on his "wild acclaim" comment concerning Polaris upgrade functions:
  - In response to Jim's first question, Jon said we have a small number of vendors whose systems communicate with our ILS using a method that, when used in its default mode, doesn't encrypt the traffic. Overdrive is one of these vendors. Library Simplified wants to use the same authentication method as Overdrive, to make the patron experience between SimplyE and Libby/Overdrive as alike as possible. The Library is working with Overdrive and Ill to implement an encryption method between their systems so that Library Simplified will start off by encrypting their traffic, too.
  - In response to Jim's second question, Jon replied that the "wild acclaim" concerned the ability to change the pick-up location or cancel a request while it is in transit, as well as the ability to suspend or reactivate multiple requests at one time using the web interface.
- Rebecca Craven asked how the hotspot lending was going: Jon responded that currently 6 of the 10 hotspots are either checked out or in transit. We haven't advertised them yet other than a card on our homepage because we only have 10 available for circulation. We plan to match our marketing with the number of devices available.
- Damani asked Rebecca Judd how Monica Koller is determining who to interview for the Peoples' Perspectives digital stories: Rebecca responded that Monica is currently setting up a process based on a Stanford University digital storytelling process. She offered to connect Damani and Monica to discuss further.

**Phase 2 update:** Rebecca announced that on August 10 we launched Curbside 2.0, an appointment-based model for next/future day service. Staff are still very busy with over 300 pick-ups a day, but it is a controlled-busy. On the public side, pick-up is simpler with only one phone call and a more organized queue. Rebecca added that we are looking into automating some features such as clicking on a website link to make an appointment.

Jen explained the streamlined changes have resulted in a reduction in Curbside phone calls – from 700-1400 per day to about 500. This does not include the additional 100-130 patron phone calls we receive through the Help Desk. The appointment-based model has spread the workload throughout the day.

Rebecca added that we continue to expand shelving for holds.

**Facilities update:**

- Barkley Branch: Rebecca Judd touched base today with Neal Swanson from Barkley Company – the lease agreement is being reviewed by Barkley's attorney and should be forwarded to us sometime next week.
- Central construction update: Rebecca thanked Jen for her management of this project including meeting weekly with Tiger Construction, Public Works and Facilities staff and providing staff with a weekly email update. Jen screen-shared pictures showing the progression of the remodel (*See Attachment #1 for Construction update photos. All attachments are located at the end of the minutes*). Jen explained that the construction workers wrap up by 3:30 p.m. so that staff have access to pull requests and shelve books.

**Urban Libraries Council statement on race and social equity:** Rebecca Judd read the statement which was included in the Board packet. The petition process to sign the statement involves answering a series of questions. Rebecca screen-shared the statement questions and the answers developed so far (*See Attachment #2 for Urban Libraries Council statement on Race and Social Equity question*).

Jim noted that there is a lot of commonality between this statement and what we heard in the Community Conversations which we built into the Strategic Plan. The values of our Strategic Plan are consistent with the Council statement.

Damani suggested adding REACH to the answer to question #6 about collaboration with local organizations on race and social equity.

All Board members supported Rebecca continuing the petition process. Rebecca added that, if our petition is approved, the statement will be posted on our website.

**2021-2022 Budget update:** Rebecca Judd reported that the department budget meetings with the Mayor have not been scheduled yet. The meetings should happen in the next 2-3 weeks. City Council will receive the budget proposal on October 1.

**Board Trustee recruitment:** Rick pointed out that Rachel's term will be over in December, after serving for nearly 11 years. The Personnel Committee met with Rebecca Judd to organize the recruitment. The upcoming vacancy will be posted on the City's website page used for all City boards and commissions. [Instructions and the application](#) are also located on this website. The rough timeline is:

- August 24 – post the vacancy
- October 2 – application deadline
- October 3-19 – Personnel Committee will review applications; information will be shared with other Trustees
- October 20 – Executive Session to approve recommendation to Mayor
- October 21 – forward recommendation to Mayor
- Early December – hopefully candidate will be approved by Mayor and Council
- December 15 – invite the new Trustee to attend the December Board meeting

Rick also mentioned the possibility of a virtual 'party' to honor Rachel's years of service, commenting that she has been a valuable trustee for 11 years.

**New Business:**

- Open discussion regarding long-term funding and fundraising at October Board meeting

**Action items for next meeting:**

- Phase 2 update
- Facilities update
- 2021-2022 Budget update
- Board Trustee recruitment

**Meeting adjourned** at 4:28 p.m.

**Next Regular Library Board Meeting – September 15, 2020 – Zoom meeting – at 3:30 p.m.**

Chair, Library Board of Trustees

ATTEST

Secretary, Library Board of Trustees

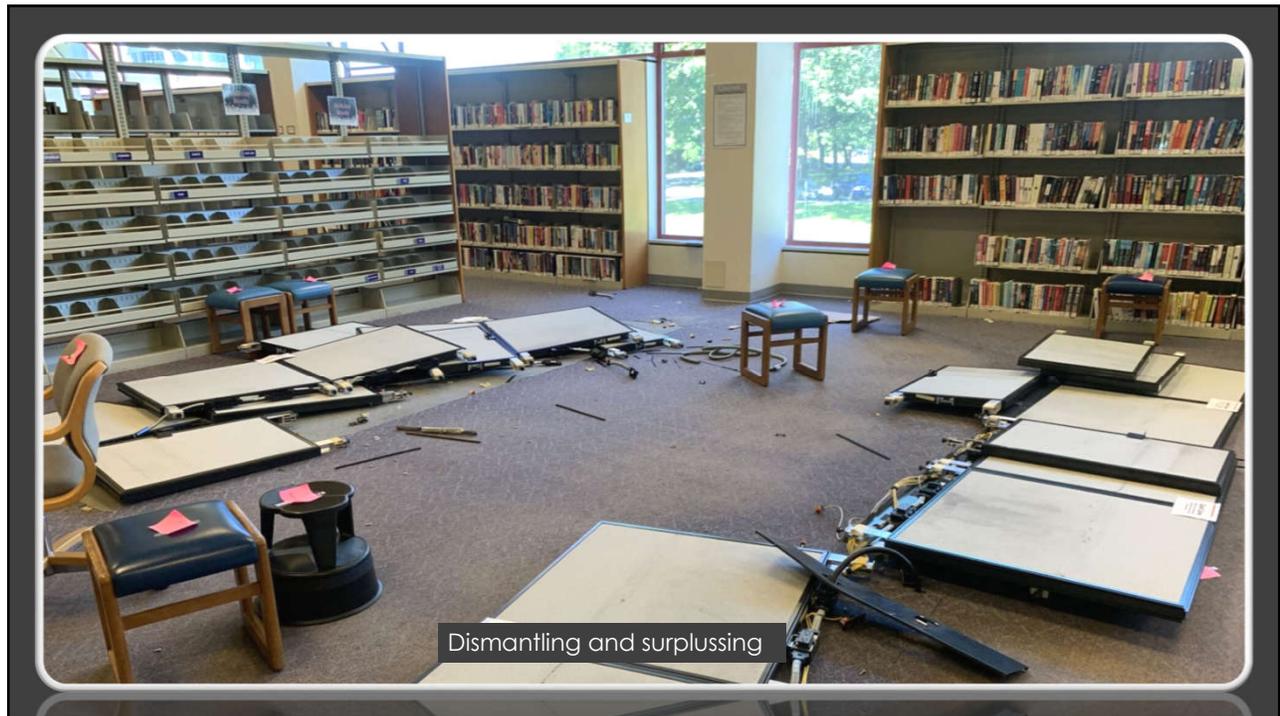
**Attachments:**

- Attachment #1: Construction update photos
- Attachment #2: Urban Libraries Council statement on Race and Social Equity questions

August 18, 2020 Minutes Attachment #1



1



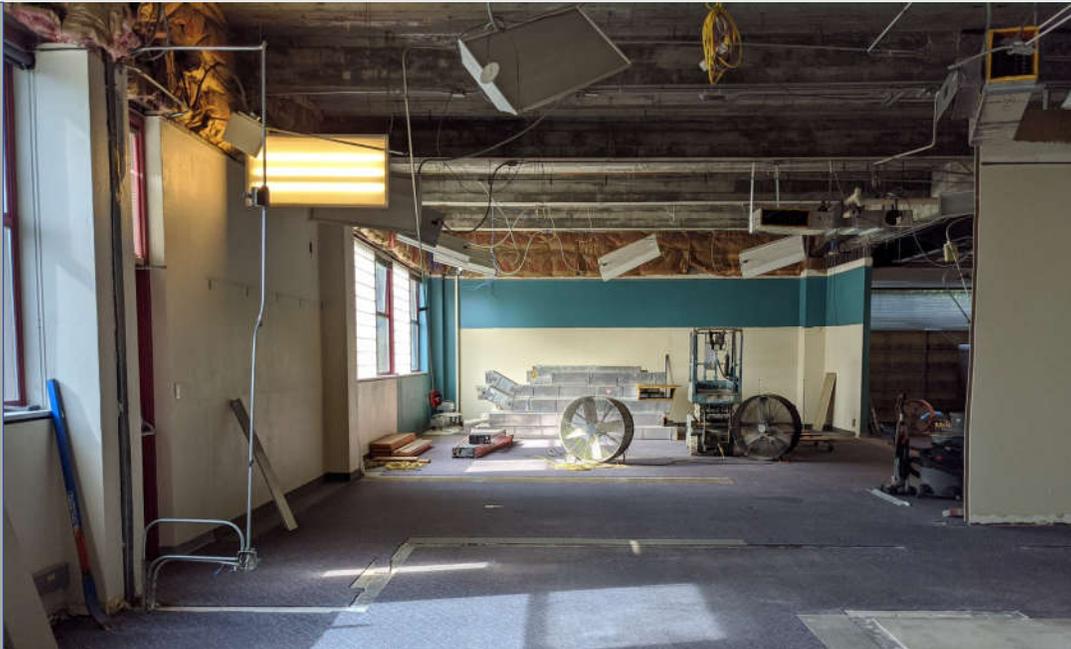
2

View without computers and bookshelves

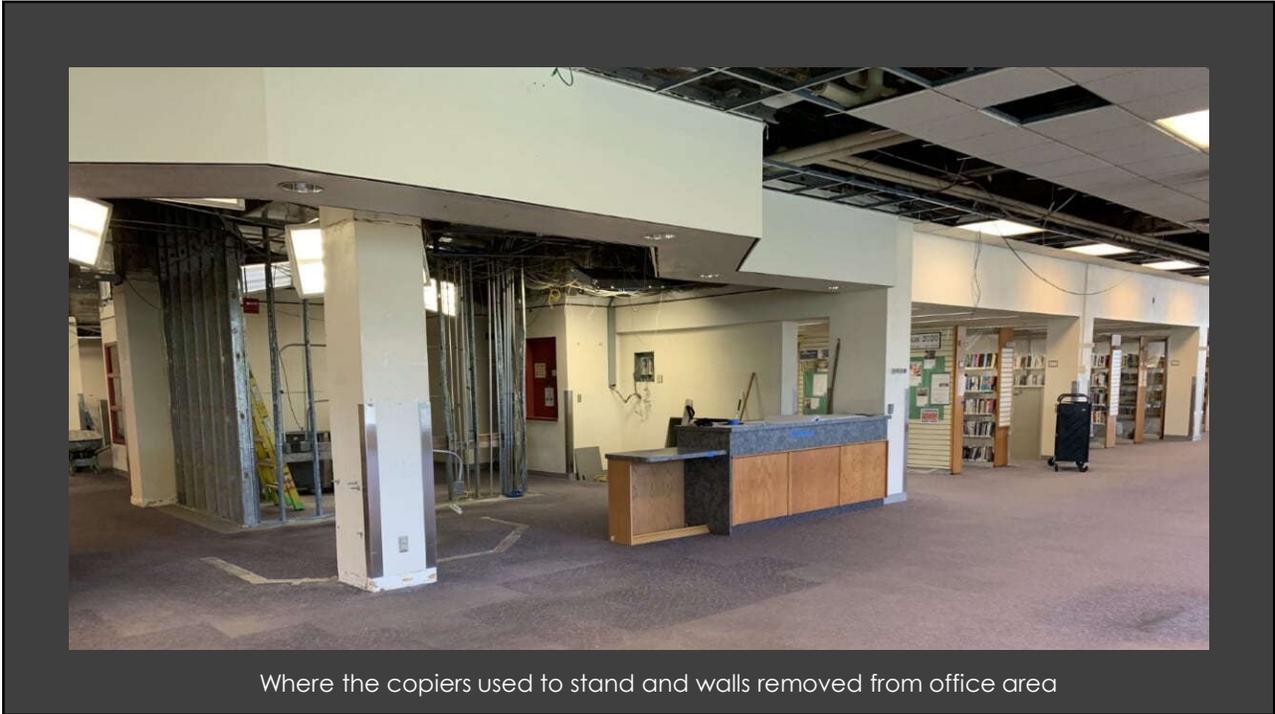


3

Where the materials sorter will be placed



4



5



6



7



8

We've found creative places to put things for now....



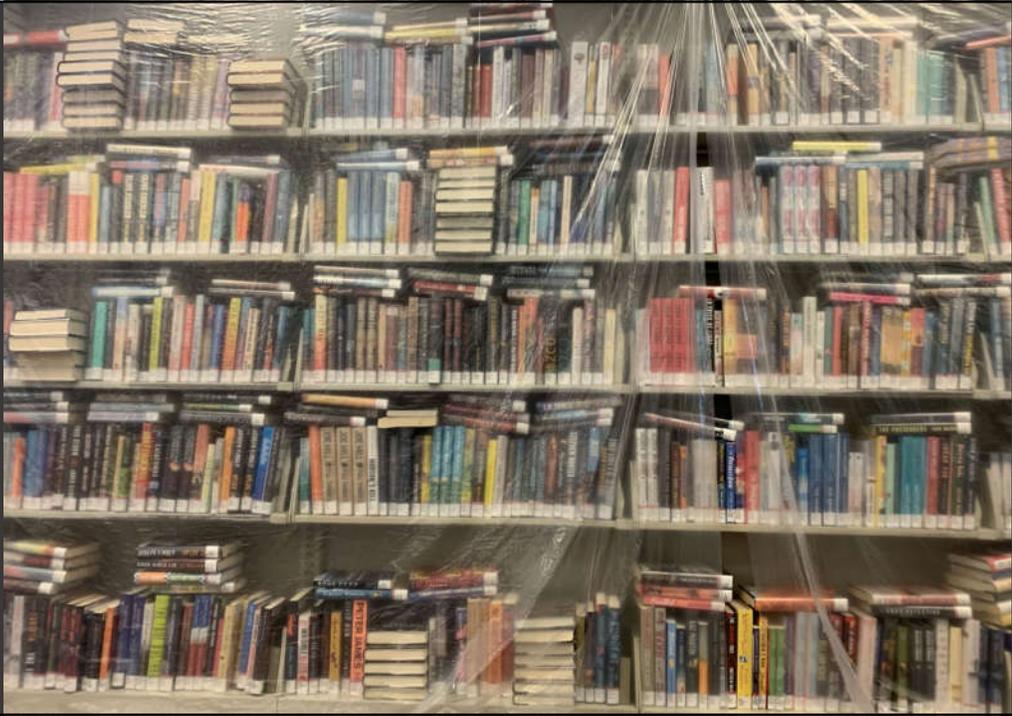
9

A corner of the Dodson Room



10

Books under construction



11

## Urban Libraries Council statement on Race and Social Equity

**1. How is your library eliminating racial and social equity barriers in its programs, services, policies and practices?**

- Diverse and inclusive collections reflective of community
- Borrower policies rewritten to be more inclusive
- Elimination of overdue fines
- Partner with public schools to give each student a Library card
- Blind application review for new positions (new)
- WiFi access in Central and Fairhaven parking lot
- Hotspot lending program
- Intentional focus on diversity and inclusion in storytimes

**2. How is your library creating and maintaining an environment of diversity, inclusion and respect both in the library system and in all aspects of the library's community role?**

- REACH training for all Library staff and regular follow-up meetings to discuss next steps
- Ryan Dowd training for all staff
- Translation of summer reading card and other key documents into multiple languages
- Curbside pickup instructions in American Sign Language

**3. How is your library serving as a convener and facilitator of conversations and partnerships to address community challenges?**

- Community Conversation model for strategic planning
- Convener: Peoples' Perspectives: COVID-19 in Whatcom County
- Participation in Census Complete Count planning

**4. How is your library ensuring that it is reaching and engaging disenfranchised people in the community and helping them express their voice?**

- Digital storytelling project
- Drop-in Center regular visits
- Community Conversations: intentional outreach to voices not always heard

**5. How is your library being forthright on tough issues that are important to our communities?**

- Anti-racist reading list with many digital titles always-available (no holds)
- Making space for and supporting George Floyd memorial

**6. Does your library collaborate with national or local organizations on race and social equity? (If yes, please share the top three partners.)**

- Opportunity Council
- REACH

## Bellingham Public Library Performance & Activity Measures, 2020

	Year to Date				% of change YTD
	August-20	August-19	2020	2019	
<b>Holdings</b> - Number of materials in the library's collection					
Physical copies added to collection	1,930	1,880	14,508	19,942	-27.25%
Electronic copies added to the Consortium collection by BPL	55	73	1,151	752	53.06%
Physical copies withdrawn from the collection	(470)	(424)	(18,846)	(6,385)	195.16%
Total physical holdings			178,515	195,549	-8.71%
Total electronic holdings in Consortium available to BPL			98,656	95,333	3.49%
<b>Total Holdings (Physical and Electronic)</b>			<b>277,171</b>	<b>290,882</b>	<b>-4.71%</b>
<b>Circulation</b> - Number of items checked out or renewed; includes Interlibrary Loan and Outreach activity					
<b>Central Library</b>					
Adult	36,354	61,627	244,367	460,884	-46.98%
Youth	27,666	53,503	197,063	382,082	-48.42%
<b>Sub-Total Central</b>	<b>64,020</b>	<b>115,130</b>	<b>441,430</b>	<b>842,966</b>	<b>-47.63%</b>
<b>Fairhaven Branch</b>					
Adult	327	7,502	23,055	58,452	-60.56%
Youth	167	3,207	8,546	21,960	-61.08%
<b>Sub-Total Fairhaven</b>	<b>494</b>	<b>10,709</b>	<b>31,601</b>	<b>80,412</b>	<b>-60.70%</b>
<b>Barkley Branch</b>					
Adult	167	6,189	18,238	44,725	-59.22%
Youth	160	4,239	12,470	29,667	-57.97%
<b>Sub-Total Barkley</b>	<b>327</b>	<b>10,428</b>	<b>30,708</b>	<b>74,392</b>	<b>-58.72%</b>
<b>Bellingham Technical College</b>					
Adult	1	44	141	525	-73.14%
Youth	2	3	51	99	-48.48%
<b>Sub-Total BTC</b>	<b>3</b>	<b>47</b>	<b>192</b>	<b>624</b>	<b>-69.23%</b>
<b>Whatcom Community College</b>					
Adult	9	271	968	2,649	-63.46%
Youth	8	83	281	834	-66.31%
<b>Sub-Total WCC</b>	<b>17</b>	<b>354</b>	<b>1,249</b>	<b>3,483</b>	<b>-64.14%</b>
<b>Western Washington University</b>					
Adult	6	437	1,450	3,990	-63.66%
Youth	1	218	968	2,118	-54.30%
<b>Sub-Total WWU</b>	<b>7</b>	<b>655</b>	<b>2,418</b>	<b>6,108</b>	<b>-60.41%</b>
<b>Online Services</b>					
Kanopy (Soft launched May 2019)	1,789	561	12,890	1,611	
WA Anytime Library Overdrive	31,224	22,924	234,850	172,760	35.94%
RBdigital	3,291	2,508	26,218	18,644	40.62%
<b>Sub-Total Online</b>	<b>36,304</b>	<b>25,993</b>	<b>273,958</b>	<b>193,015</b>	<b>41.94%</b>
<b>Total Circulation</b>	<b>101,172</b>	<b>163,316</b>	<b>781,556</b>	<b>1,201,000</b>	<b>-34.92%</b>
<b>Holds Activity</b>					
Items placed on hold shelf	53,915	52,742	255,671	375,703	-31.95%
<b>Services</b>					
<b>Persons Visiting</b> - Number of persons counted as they enter the libraries or visit remote website					
Central Library					
Adult	0	43,080	101,447	318,274	-68.13%
Children's	0	12,546	25,134	88,017	-71.44%
Fairhaven Branch	0	7,511	16,695	54,516	-69.38%
Barkley Branch	0	5,356	10,936	37,749	-71.03%
<b>Total Persons Visiting</b>	<b>0</b>	<b>68,493</b>	<b>154,212</b>	<b>498,556</b>	<b>-69.07%</b>
<b>Website Visits</b>	37,559	39,809	283,295	329,515	-14.03%
This count reflects number of visits to www.bellinghampubliclibrary.org					
<b>Bibliocommons Visits</b>	9,789	13,133	74,714	98,196	-23.91%
This count reflects number of visits to Bibliocommons					
<b>Total Website Visits</b>	<b>47,348</b>	<b>52,942</b>	<b>358,009</b>	<b>427,711</b>	<b>-16.30%</b>
<b>Computer Usage</b> - Number of sessions					
Central Library					
Adult & Teen (30 terminals)	0	5,638	12,817	41,966	-69.46%
Children's (3 terminals)	0	155	363	1,191	-69.52%
Fairhaven Branch (6 terminals)	0	546	1,193	4,212	-71.68%
Barkley Branch (4 terminals)	0	329	782	2,392	-67.31%
<b>Total Computer Usage</b>	<b>0</b>	<b>6,668</b>	<b>15,155</b>	<b>49,761</b>	<b>-69.54%</b>
<b>New Borrowers Registered</b>					
Central Library	165	467	2,242	3,501	-35.96%
Fairhaven Branch	0	70	130	406	-67.98%
Barkley Branch	0	56	93	257	-63.81%
<b>Total New Borrowers Registered</b>	<b>165</b>	<b>593</b>	<b>2,465</b>	<b>4,164</b>	<b>-40.80%</b>
<b>Programs</b> - Library sponsored or co-sponsored educational, recreational, or cultural programs					
Programs	70	62	552	864	-36.11%
Attendees	868	1,728	15,384	20,857	-26.24%
<b>Volunteer Hours</b>	<b>0</b>	<b>456</b>	<b>1,431</b>	<b>4,232</b>	<b>-66.17%</b>

LIST OF CLAIMS AGAINST THE BOARD OF LIBRARY TRUSTEES AND THE CITY OF BELLINGHAM TO BE CONSIDERED AND APPROVED AT THE REGULAR BOARD MEETING OF SEPTEMBER 15, 2020, IN ACCORDANCE WITH RCW 27.12.210 AND 27.12.240.

	VENDOR	AMOUNT
<b>Supplies</b>		
Books; DVDs; supplies; sandwich boards	Amazon.com	1,324.74
Books	Baker & Taylor	25,740.59
Periodicals	Bellingham Herald	364.00
Books	Center Point Large Print	145.90
Laptops	CDW	1,767.67
PPE supplies	City of Bellingham Warehouse	734.54
Books	Cole Information Services	454.32
Printing	Copy Source	219.97
Water @ Central	Crystal Springs	23.18
Periodicals	Ebsco Subscription Services	(74.38)
Books	Gale	313.22
Work bench	Home Depot	308.71
Social distance floor graphics	Juke Box Print	664.43
DVDs, CDs, recorded books	Midwest Tape	5,563.01
Office supplies	Office Depot	417.36
eBooks, audiobooks	Overdrive Inc	10,727.84
Periodicals	Recorded Books	(54.00)
Truck fuel	Reisner Distributor	40.88
Security software	Secure by Design	21.74
Cares Act curbside bag purchases	Webstaurant	2,102.38
Books	World Book	1,085.92

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**SUPPLIES Sub Total    \$51,892.02**

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**Other Services and Charges**

Memberships	American Library Association	450.00
Book processing	Baker & Taylor	7,210.16
Membership	Chamber of Commerce	330.00
Computer replacement allocation	City of Bellingham Interfund	7,859.00
Facilities Services	City of Bellingham Interfund	49,265.72
Fleet Services	City of Bellingham Interfund	1,958.44
Purchasing Services	City of Bellingham Interfund	77.95
Risk Management	City of Bellingham Interfund	3,570.83
Technology replacement allocation	City of Bellingham Interfund	1,417.16
Water cooler rental	Crystal Springs	9.77
Translation services	Language Exchange	50.00
CD & DVD processing	Midwest Tape	691.87
Copier lease and copies	Oasys Inc.	705.17
ILL & tech services	OCLC	2,167.63
Staff & patron surveys	Survey Monkey	416.64
Barkley operating costs	Talbot Services LLC	533.33
Microfische machine lease	Technology Unlimited	339.14
Membership; WLA Virtual Conference	Washington Library Association	450.00

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**OTHER SERVICES AND CHARGES Sub Total    \$77,502.81**

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**Capital Outlays**

Envisionware Inc.

Automated Materials Handler 0.00

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CAPITAL OUTLAYS Sub Total \$0.00

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**Gift Fund**

Hotspots; adult programming

Amazon.com 380.70

Books

Baker & Taylor 34.77

Subscription

Homelessness Training w/Ryan Dowd 599.00

Hotspot service

Mobile Beacon 3,993.00

Hotspot service

Techsoup 165.00

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GIFT FUND OUTLAYS Sub Total \$5,172.47

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TOTAL GENERAL FUND CLAIMS \$129,394.83

TOTAL CLAIMS \$134,567.30

**Library - Budget to Actual - General Fund**

**August 2020 67% YTD**

	YTD Actuals	Budget	Remaining	% Complete
<b>Revenues</b>				
Charges for Goods and Services	3,859	22,100	18,241	17%
Fines and Penalties	641	(0)	(641)	
Miscellaneous Revenue	4,398	45,000	40,602	10%
<b>Total Revenue</b>	<b>8,898</b>	<b>67,100</b>	<b>58,202</b>	<b>13%</b>
<b>Expenses</b>				
Salaries and Wages	1,458,923	2,562,652	1,103,729	57%
Personnel Benefits	692,496	1,333,303	640,807	52%
Supplies	413,280	792,364	379,084	52%
Other Services and Charges	692,984	978,168	285,184	71%
Capital Outlays	0	200,000	200,000	0%
<b>Total Expenditure</b>	<b>3,257,683</b>	<b>5,866,487</b>	<b>2,608,804</b>	<b>56%</b>

**Library - Budget to Actual - Gift Fund**

**August 2020 67% YTD**

	YTD Actuals	Budget	Remaining	% Complete
<b>Revenues</b>				
Donations	53,729	50,000	(3,729)	107%
<b>Total Revenue</b>	<b>53,729</b>	<b>50,000</b>	<b>(3,729)</b>	<b>107%</b>
<b>Expenses</b>				
Other Services and Charges	19,053	60,802	41,749	31%
<b>Total Expenditure</b>	<b>19,053</b>	<b>60,802</b>	<b>41,749</b>	<b>31%</b>



## DIRECTOR'S REPORT FOR September 15, 2020



**Welcome to Annette!** We are thrilled to announce that Annette Bagley will be joining the Library as the new Head of Community Relations. Annette's depth and breadth of experience, strong community ties, and demonstrated ability to effectively and creatively tell an organization's story make her an excellent fit for Bellingham Public Library. As background and biography, Annette is a public relations professional and widely known local leader. For the past seven years she served as Director of Marketing for Bellingham Whatcom County Tourism, where she worked closely with numerous businesses and non-profits on innovative and collaborative campaigns to attract visitors. Her extensive experience includes community engagement, media relations,

print and digital content creation, advertising, strategic planning, budget management and team building. She co-led development of the City of Bellingham's Cultural Heritage Tourism Strategic Plan. She has also held public relations roles with Whatcom Museum, Western Washington University and the Los Angeles Dodgers. Annette holds a Bachelor's Degree in Communications and Spanish, and a Master's Degree in American Studies. Her first day with the Library will be October 16. (Rebecca Judd, Library Director)

## WELCOME & INCLUDE

**Urban Libraries statement:** Following discussion at the August Board meeting, the Library submitted an application to the Urban Libraries Council to be listed as a supporting institution for the [ULC Statement on Race and Social Equity](#). The application was approved and commended by the Council's review team. (Rebecca Judd, Library Director)

**Curbside 2.0:** We continue to refine our curbside processes to offer welcoming, safe, and efficient service for our patrons. In addition, moving to an appointment-based system has allowed us to work at a more measured and controlled pace which keeps safety front-of-mind for staff. On average, we check out 1400 items per day to approximately 320 patrons. Our curbside phone volume has come down to a manageable 500 calls per day by removing the need for patrons to call us when they arrive at the Library. (Jen Vander Ploeg, Head of Public Services and Operations)

**Woody C. processing holds for Library curbside service**



## ACCESS & OPPORTUNITY

**Changing lives:** Teen Services Librarian Jennifer Lovchik was mentioned in a recent [article](#) highlighting a Sterling Meadows student's life and educational success. Thank you to Jennifer for her regular outreach to Sterling Meadows, and for recognizing and putting into action the importance of meeting youth where they are. (Bethany Hoglund, Deputy Library Director)



**Base Camp library:** Bellingham Public Library staff teamed up with Base Camp and City staff to provide shelving and books for Base Camp clients. Historically, Public Service Librarians Deborah Brewer and Suzanne Carlson-Prandini conducted visits to the Drop-In Center, bringing books to clients based on their reading requests. This service was suspended in March and has been sorely missed. We are thrilled to now have a dedicated space at Base Camp for reading materials. Thank you to our wonderful Friends of the Library, who provided the books for this community outreach. (Bethany Hoglund, Deputy Library Director)

*Collecting materials for Base Camp library*

**Outreach services:** As we continue to work through COVID-19 challenges, we've started to explore options for Library service to some of our more vulnerable patrons, including those living in assisted or long-term care facilities. It is unlikely that we'll be able to re-start our Outreach service to these patrons until sometime in 2021, so we're working closely with facility staff to find creative ways to provide limited services to these patrons in the interim. (Jen Vander Ploeg, Head of Public Services and Operations)

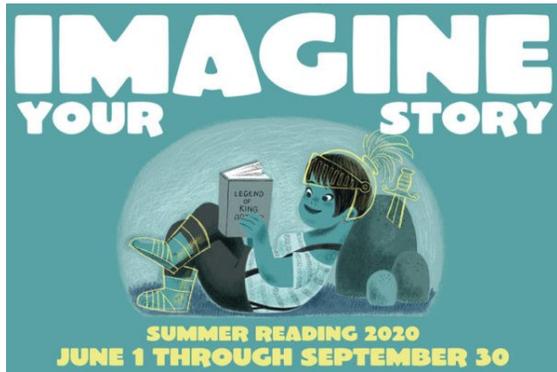
**Hot Spot lending:** Wi-Fi Hotspot lending hit two major milestones this month. First, the additional 25 Mobile Beacon hotspots were made available for checkout. As of this writing, 33 of 35 are currently in use. The first overdues came up on September 9, so I was able to test the procedure developed for disabling data to overdue devices. Second, we completed the signing process for the State Library grant of 20 Verizon devices. The grant funds are in-hand, and we have received the 20 granted devices. They are in-process, and we're expecting them to go live October 1. Patrons are able to place holds on them now. (Jon McConnel, Head of Digital Services)

**Museum Pass lending:** The museum will be reopening to the public in a limited capacity later this month, however our Museum Pass lending program is temporarily on hold as they adjust to their new re-opening guidelines. These guidelines include enforcing a maximum attendance capacity as well as keeping the Family Interactive Gallery closed. We will stay in communication with the Museum and will aim to restart the program when they are able to do so. (Bethany Hoglund, Deputy Library Director)



**Getting connected:** When patrons have trouble accessing digital Library resources, BPL librarians use a variety of tools and methods to get them connected. Examples include email correspondence, phone calls, Zoom conferencing, and even recording tutorial videos that patrons can watch and follow along to. (Bethany Hoglund, Deputy Library Director)

## READ & LEARN



**Summer Reading prize books:** Summer Reading continues through September 30. We are excited to unveil a safe mechanism for Summer Readers of all ages to let us know they completed their Summer Reading challenge and receive their free book (for youth) or prize entry (adults). Congratulations to ALL Summer Readers who completed their bingo card challenges. (Bethany Hوجلund, Deputy Library Director)

**Happy GO Lucky borrowing:** A staff member noticed that our Happy GO Lucky collections were sitting unused at Barkley and Fairhaven. With branches closed, patrons aren't able to browse for them and the collection doesn't allow holds. We have temporarily changed settings to allow the items to fill holds. Now the ~400 items in this popular collection can circulate. (Jon McConnel, Head of Digital Services)

**Virtual storytimes resume:** Youth Services staff are hard at work preparing new storytimes for the Fall season. Positive feedback from families continues to motivate the team. Examples include:

"Thank you for giving us 20 minutes of Family Choice and Play Based learning time!"

"We used storytime today to fill up part of our school day. Thank you!"

(Bethany Hوجلund, Deputy Library Director)

## INFORM & INVOLVE

**Wildfire burns Malden Public Library:** With great sadness, we learned that the Malden Public Library, a branch of the Whitman County Library System, burned in a wildfire on September 7. The Malden branch manager also lost her home. Our hearts go out to our Library colleagues and to all the residents of Malden for this terrible loss. The Friends of the Malden Public Library have started collecting funds to rebuild the Library. Donations can be sent to: Friends of Whitman County Library / 102 S. Main / Colfax, WA 99111. (Rebecca Judd, Library Director)

**REALM study:** Recent Battelle Lab test results published by the Institute for Museum and Library Services and OCLC related to Covid-19 on materials commonly found in libraries, archives, and museums has caused confusion for libraries across the nation. We hope to receive additional information in the coming month to allow us to make informed decisions about quarantine length. In the meantime, we will continue to quarantine all materials for four days. This decision is in line with the majority of Washington public libraries, where the quarantine periods typically vary between three and four days. (Rebecca Judd, Library Director)

**City of Bellingham broadband study:** On August 24, City Council approved a new workgroup to investigate [municipal broadband](#). As Mayor Fleetwood noted in the press release, "I am pleased to be moving forward with a robust public discussion on the City's role in broadband."

Now more than ever the internet is critical to functioning in society. The COVID-19 pandemic has dramatically underscored what we already knew: access to the internet is a basic need and essential for all households and businesses. This workgroup will help define the City's role in broadband services and help ensure equitable and affordable access to quality high-speed internet in our community." (Rebecca Judd, Library Director)

**Kudos to Library staff:** As we approach the 6-month mark of the Stay Home, Stay Healthy orders, I wanted to take a moment to thank our Library team for their resilience, hard work, and unwavering dedication in the face of so much change – and to share words of appreciation from the community we serve. Highlights from the past month include:

"Thank you for your efforts in providing safe materials for our use. This may be a long haul – don't become weary in the tedium. Really, we can't thank you enough."

"Thank you for all your help to keep me from going bonkers. I love to read and miss my library and great staff help."

"You guys rock! During this crisis, you have figured out a safe and sane way to keep your constituency well-read, secure, safe and above all, satisfied. Thank you for all that you do. We can never tell you how much we appreciate all of you."

(Rebecca Judd, Library Director)

## THRIVE & GROW

**Staffing update:** Current vacant positions at the Library include: Children's Services Librarian (40 hours), Specialist 2 (40 hours), Library Clerk (25 hours), and multiple Library Assistant positions. We say goodbye to Library Clerk Abby Wilson on September 17 and wish her all the best in her future studies. (Rebecca Judd, Library Director)

**Automation improvements:** The Item Request form now automatically enforces the per-patron submission limits of 3 per day and 10 per month. The webmaster for WCLS discovered a \$49/year plugin, let us know about it, and, after purchase and ITSD installation, the limits were enabled on September 4. This will save Collection Services staff from having to manually track submission numbers. (Jon McConnel, Head of Digital Services)

**Main Floor renovations:** Progress continues on the main floor remodel, and we are finalizing the modified floor plan to include the newly discovered mechanical shaft in the middle of the intended public computing space. (Jen Vander Ploeg, Head of Public Services and Operations)

**Future offices start to take shape in former Teen area**



Respectfully submitted,  
Rebecca Judd

## LICENSE AGREEMENT

This License Agreement (this “**License**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“**Effective Date**”), by and between TALBOT SERVICES L.L.C., a Washington limited liability company (“**Licensor**”), and the CITY OF BELLINGHAM (“**Licensee**”).

- 1. LICENSE.** As of the Effective Date, Licensor grants to Licensee a revocable license for the exclusive use of the area depicted on Exhibit A, Suite 104, consisting of approximately 1,477 rentable square feet (the “**Premises**”) in the building located at 3111 Newmarket Street, Bellingham, Washington 98226 (together with the land on which it is situated, the “**Building**”), but reserving to Licensor, the use of the exterior thereof, all space above any suspended ceiling, all space beneath the floor, and the right to install, maintain, use, repair, relocate and replace stacks, pipes, ducts, conduits, wire and utilities leading through the Premises in locations which do not materially interfere with Licensee’s use thereof. This License is not assignable by Licensee without Licensor’s prior written consent.
- 2. LICENSE FEE.** Throughout the Term, Licensee shall pay to Licensor a monthly fee in the amount of \$533.33 at Talbot Real Estate L.L.C., 2219 Rimland Drive, Suite 115, Bellingham, WA 98226 (or such other address as is specified by the Licensor) on the first day of each month, in advance without notice or demand, offset or deduction (the “**License Fee**”). Licensor may adjust the License Fee at any time and from time to time during the Term upon giving Licensee thirty (30) days written notice and Licensee agrees to pay the increased License Fee thereafter. The License Fee for any partial calendar months shall be prorated.
- 3. PERMITTED USE.** Licensee may occupy and use the Premises for a public library and no other use or purpose.
- 4. TERM.** The Term shall continue each month until revoked as provided herein with Licensor endeavoring to give Licensee at least thirty (30) calendar days prior written notice to terminate this License. This License is revocable by either party upon prior written notice given to the other party. The period of time from the Effective Date until termination by either party is referred to as the “**Term**.” At the expiration of the Term, Licensee shall peaceably give up and surrender the Premises, in good order, repair and condition, including any alterations and additions made by Licensee and any fixtures permanently attached to the Premises during the Term, but excluding trade fixtures, alterations or additions Licensor directs Licensee to remove.
- 5. CONDITION, IMPROVEMENTS AND ALTERATIONS.** Licensee accepts the Premises in an “as is” condition and without warranty of any kind. Licensee shall not alter, improve, or change the Premises without the prior written consent of Licensor. Licensee is responsible for procuring or installing in the Premises any trade fixtures, equipment, furniture, furnishings, telephone equipment or other personal property, at Licensee’s expense.
- 6. REPAIRS AND MAINTENANCE.** Licensee shall keep the Premises in good repair and condition. If any repairs are needed to any portion of the Premises other than Licensee’s furniture,

fixtures, and equipment, Licensee shall promptly notify Licensor and the repairs shall be made by Licensor at Licensee's cost. Licensee shall pay the cost of all repairs or alterations to the Premises required as a result of Licensee's use thereof by any law or ordinance or any order or regulation of any public authority having jurisdiction. Licensee shall procure any licenses and permits required for Licensee's use. Licensee shall comply with the orders and regulations of all governmental authorities having jurisdiction over the Premises. Licensee shall reimburse Licensor for the cost of repair of any damage to the Premises or Building arising out of the activities of Licensee, its employees, contractors, agents, invitees or visitors. Licensee agrees to reimburse Licensor for the cost of all maintenance, repairs, and replacements within the Premises within 30 days of invoice.

7. **SIGNS.** So long as Licensee occupies the Premises, Licensor may display Licensee's business name on any reader board located in the Premises and immediately outside the Premises, all in the standard size, typeface, materials and locations, which shall be approved by Licensor. Licensee's current signage located within and on the exterior of the Building is approved. Licensee shall not display any other sign or any advertising material, visible from anywhere outside the Premises without first obtaining Licensor's written consent.

8. **RULES AND REGULATIONS.** Licensee shall comply with and shall use its best efforts to cause its employees, agents and invitees to comply with, the Rules and Regulations promulgated by Licensor, and such amendments and additions as from time to time may be adopted by Licensor, to govern the use, occupancy and operation of the Building (the "**Rules and Regulations**").

9. **LICENSOR'S ACCESS.** Licensor, its agents, employees, and any other person or persons authorized by Licensor, has the right to access the Premises at all reasonable times, and at any time in the event of an emergency, to enable them to inspect, examine, show for lease or sale or to prospective lenders, and to make such repairs, additions and alterations to the Building, or to the fixtures, appurtenances or equipment therein or conduct such tests in order to monitor Licensee's compliance with this License and applicable law, as Licensor may deem advisable.

10. **INSURANCE.** Licensee shall furnish Licensor with certificates of insurance evidencing the property and liability coverages which are reasonably acceptable to Licensor at all times during the Term as well as a copy of an additional insured endorsement(s) evidencing that Licensor is named as additional insured on the liability policy.

11. **UTILITIES.** The License Fee includes all of the utilities serving the Premises; provided however, Licensee agrees to reimburse Licensor for Licensor's costs to provide janitorial services to the Premises. The frequency of such services shall be adjusted from time to time as requested by Licensee.

12. **HAZARDOUS MATERIALS.** "**Hazardous Materials**" shall mean anything which may be harmful to persons or property, including but not limited to materials designated as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended, 42 USC 9601, *et seq.*, or as a Hazardous Substance, Hazardous Household Substance, Moderate Risk Waste or Hazardous Waste under RCW 70.105.010, or which is regulated by any federal, state, or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment. Licensee shall not store, use or dispose of any Hazardous Materials in, on or about the Property except standard

de minimus amounts of office and cleaning products of the type and in quantities typically stored and used by similar businesses and only to the extent used and stored strictly in compliance with all applicable law, and in accordance with instructions of the manufacturer. Licensee shall immediately notify Licensor of any contamination of the Premises. Licensor may elect to test the Premises for the presence of Hazardous Materials at any time during the Term and after Licensee vacates the Premises. If any such testing indicates the presence of Hazardous Materials, and if Licensee brought, used, stored, or disposed of any Hazardous Materials of that type onto, within or about the Building, Licensee shall immediately reimburse Licensor for all costs incurred in the testing and the clean-up. Licensee shall be solely responsible for and shall defend and indemnify Licensor, its agents and employees harmless against any claims, costs, damages and liabilities, including attorneys' fees, arising in connection with (i) Hazardous Materials introduced, manufactured, disposed of, used, or stored in, about or on the Premises by Licensee, its agents, contractors, employees or invitees ("**Licensee's Hazardous Materials**"), including, without limitation, the removal, cleanup and restoration work to return the Building and any other property, real or personal, to their condition existing prior to the introduction of Licensee's Hazardous Materials, or (ii) Licensee's breach of its obligations contained in this Section. Licensee's obligations under this Section shall survive the termination of this License.

**13. INDEMNIFICATION.** To the fullest extent permitted by law, Licensee shall indemnify and defend (using legal counsel acceptable to Licensor) Licensor, its mortgagees, agents, and employees from any claims, damage, losses or expenses (including attorneys' and consultants' fees, and litigation costs) arising out of or related to use or occupancy of the Premises or acts or omissions of Licensee, its agents, invitees, or employees (including, without limitation, any work undertaken by or for Licensee, its agents or employees), any accident, injury, or occurrence in or about the Premises; and any claim against Licensor by any employee or former employee of Licensee (excluding any physical or verbal assault by a specific employee of Licensor against a specific employee of Licensee). With regard to matters arising from the joint negligence of Licensor and Licensee, this indemnity shall only apply to the extent of Licensee's negligence. The provisions of this Section shall survive termination of this License and shall include, but not be limited to, all claims against Licensor by any employee or former employee of Licensee, and Licensee hereby shall not assert any immunity or limitation on liability arising from any industrial insurance act, or other employee benefit act with regard to an indemnity claim. Notwithstanding any other provisions of this License to the contrary, in compliance with RCW 4.24.115 as in effect on the date of this License, all provisions of this License pursuant to which a party (the "**Indemnitor**") agrees to indemnify the other (the "**Indemnitee**") against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Premises, (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence.

**14. MISCELLANEOUS TERMS.**

A. Limited Liability. The liability of Licensor to Licensee shall be limited to the interest of Licensor in the Building (and the proceeds thereof). Licensee agrees to look solely to Licensor's interest in the Building (and the proceeds thereof) for the recovery of any judgment against Licensor, and Licensor and its owners shall not be personally liable for any such judgment or deficiency after execution thereon or matters related to this License.

B. Successors and Assigns. This License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective heirs, executors, administrators, successors and permitted assigns and shall also run to the benefit of all future owners of the Premises.

C. Interpretation. Any provision of this License which shall prove to be invalid or illegal shall in no way affect or invalidate any other provision hereof and the remaining provisions hereof shall remain in full force and effect. This License has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Each party had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this License against the drafter is not applicable and is waived.

D. Notices. All notices and requests to be given under this License (except as otherwise provided herein) shall be in writing and either delivered in person or sent by overnight courier, if sent to Licensor, to 2219 Rimland Drive, Suite 115, Bellingham, WA 98226, and if to Licensee, to the Premises, or such other single address as may hereafter be designated by either party in writing. Notices shall be deemed given when delivered (including by courier) or if mailed as aforesaid, shall be deemed given upon receipt or refusal to accept.

E. Costs and Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, for the enforcement of any of the covenants, terms or conditions of this License, the non-prevailing party shall pay the costs thereof and attorneys' fees actually incurred by the prevailing party, in such suit, at trial and on appeal. In addition, if Licensor engages counsel to enforce the terms of this License, including without limitation, for the purpose of preparing a delinquency notice, Licensee shall be required to reimburse Licensor for all costs incurred before the subject default is considered cured.

F. No Recording. This License shall not be recorded by either party.

G. Choice of Law and Venue. This License shall be governed by the law of the State of Washington and venue for any litigation, dispute or proceeding shall be in Whatcom County, Washington.

*Signatures on following pages*

**Licensee:** CITY OF BELLINGHAM

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

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

**Licensor:** TALBOT SERVICES L.L.C.,  
a Washington limited liability company

By: TIC Holdings Inc., a Washington corporation

Its: Member

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

Michael Bayless, CEO

DRAFT

**EXHIBIT A**  
**FLOOR PLAN DEPICTING THE PREMISES**

Diagram with approximate location of Premises.

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**EXHIBIT B**  
**RULES AND REGULATIONS**

A. HOURS

1. Standard Hours. Standard hours of operation of the building shall be 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding generally observed federal holidays.

2. Heating, Ventilation and Air Conditioning (HVAC) Hours. HVAC systems shall operate during standard building hours. HVAC service for additional hours shall be available at Licensor's then standard hourly rates (two-hour minimum).

3. After Hour Access. The lobby doors shall be unlocked at 6:30 a.m., Monday through Friday, and shall be locked at 6:00 p.m. The access keys issued to Licensee will open the building lobby doors as well as the Licensee's Premises. Additional access keys will be made available from the Licensor at Licensee's cost. During such hours as Licensor may from time to time reasonably determine, Licensor may: (i) require all persons entering or leaving the Building to identify themselves to a watchman by registration or otherwise and to establish their right to enter or leave the Premises or the Building; and (ii) limit entries into and departures from the Building to such one or more entrances as Licensor shall from time to time designate.

B. SECURITY/SAFETY

1. Licensor may, from time to time, adopt appropriate systems and procedures for the security or safety of the Property and Licensee shall comply with those procedures.

2. Licensee assumes any and all responsibility for protecting its Premises from thefts.

3. If Licensee requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Licensor's instructions as to their installation.

4. Licensee shall shut off all water faucets and lights not intended for overnight use before Licensee and its employees leave the Premises. Licensee shall be responsible for any damage or injuries sustained by other occupants or by Licensor for Licensee's noncompliance with this rule.

5. Licensor reserves the right to restrict or prohibit soliciting. Licensee or Licensee's employees or agents shall not solicit business in the common areas and shall not distribute or otherwise make available handbills or other advertising matter therein.

6. Licensor reserves the right to exclude or expel from the Property any person who, in Licensor's judgment, is under the influence of liquor or drugs or who violates any of the Rules and Regulations.

7. Licensee shall not use or keep in the Premises, any gasoline or other flammable fluid or material. Licensee shall not use, nor permit to be used in the Premises, any

noxious gas or substance, nor permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Licensor or other occupants by reason of noise, odors or vibrations.

8. Licensee shall comply with all safety, fire protection, and evacuation procedures and regulations established by Licensor or any governmental agency.

9. Licensee shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises. If Licensor gives its consent thereto, Licensee shall in each case furnish Licensor with a key for any such lock, and upon termination of its tenancy, Licensee shall deliver to Licensor all keys to the Premises. Licensor will provide Licensee with additional keys for any lock in the Premises upon payment therefor by Licensee.

#### C. DELIVERIES

1. Licensee shall take delivery of supplies, fixtures, equipment and furnishings only in accordance with the directives of Licensor, coordinating its deliveries with Licensor's agent. Licensee shall inform its suppliers of Licensor's requirements.

2. Licensee shall remove all such merchandise and other delivered items from the loading area or other common areas immediately upon such delivery.

3. Licensee shall not obstruct or permit the obstruction of the parking areas.

4. All deliveries of large or bulky articles shall be delivered to and removed from the Premises only in elevators which have been properly padded by Licensor. All deliveries of the above-mentioned items must be scheduled with the Licensor to ensure the elevator used for the delivery is properly padded. Objects of unusual or extraordinary size or weight shall not be brought into or removed from the Building without the prior written consent of Licensor and, where such consent is obtained, shall be brought into or removed from the Building at the time and place and in the manner and shall be placed and maintained in such location and position in the Premises as Licensor designates. The firm employed to move Licensee's equipment, material, furniture or other property in or out of the Building must be a professional mover, reasonably acceptable to Licensor and insurance must be sufficient to cover all personal liability, theft or damage to the Building. All damage to the Building (including any elevator) or the Premises by the delivery, installation, use or removal of freight, furniture, business equipment, merchandise, safes or other articles shall be paid for by Licensee. Licensor shall not be responsible for damage to any of Licensee's property delivered to or left in any receiving area or elsewhere in the Building or to any property moved or handled anywhere in the Building by any agent, employee or representative of Licensor as an accommodation to Licensee, Licensor being under no obligation to accept delivery of, or to move or handle, any property of Licensee.

#### D. WASTE/REFUSE DISPOSAL

1. Licensee shall not use the trash receptacles located in the common areas. All garbage and refuse disposal shall be made in accordance with written directions issued from time to time by Licensor.

2. If Licensor institutes a recycling program, Licensee shall cooperate fully with such program.

#### E. MAINTENANCE, IMPROVEMENTS AND OPERATIONS

1. Licensor's maintenance staff are responsible only for the maintenance, repair and cleaning of the common areas. Licensee shall be responsible for all repairs and maintenance within its Premises.

2. Licensee shall carry out repair and maintenance of the Premises only during times agreed to in advance by Licensor and in a manner which will not interfere with other occupants.

3. Licensee shall not interfere with the broadcasting or reception of radio or electronic signals.

4. Licensor shall control all HVAC settings through the building management system. The normal operating temperature ranges during normal business hours shall be 68 to 75 degrees Fahrenheit, and minimum air exchange shall be one exchange per hour.

#### F. MISCELLANEOUS

1. Licensee shall not park bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by Licensor for such purposes.

2. Licensee shall not, without Licensor's prior written consent, obstruct or place anything, including, without limitation, merchandise, in or on the walkways or driveways or common corridors, or use such locations for any purpose except access to and exit from the Premises. Licensor may remove, at Licensee's expense, any obstruction without notice or obligation to Licensee.

3. These Rules and Regulations are in addition to the terms, covenants, agreements and conditions of Licensee's License.

4. Licensor reserves the right to amend and to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time, be needed for safety and security, and/or for care and cleanliness of the Property and/or for the preservation of good order therein. All such amended Rules and Regulations shall be binding upon Licensee upon receipt of a copy thereof.

5. Licensee shall provide Licensor with the names and home telephone numbers of two employees of Licensee who may be contacted by Licensor in an emergency.

6. Licensee shall only use the building standard blinds in its windows.

7. Licensee shall insure that its employees do not park in the visitor parking stalls and only park in the handicapped stalls if they hold the necessary permit from the Department of Motor Vehicles.

8. Licensee shall conserve energy, water, heat and air conditioning and shall cooperate fully with Licensor to assure the most efficient operation of the heating and air conditioning systems in the Building. Licensee shall also comply with Licensor's instruction for the use of shades and blinds and thermostats in the Building.

9. Licensee shall not place a load upon any floor of the Premises which exceeds sixty pounds live load and twenty pounds for partitions per square foot of floor space. Licensor reserves the right to prescribe the weight and position of all safes, files and heavy installations which Licensee wishes to place in the Premises in order to properly distribute the load. Business machines and mechanical equipment belonging to Licensee which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein as to be objectionable to Licensor or to any other occupant in the Building shall be placed and maintained by Licensee at Licensee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration.

10. Licensee shall not attach or install any aerials or other projections from the Premises or the Building.

11. Licensee shall not use the name of the Building for any purpose other than that of Licensee's business address, or use any picture of the Building. Licensor may change the name and the street address of the Building, without notice and without liability to any occupant.

12. Licensee shall not bring any animals, birds or other pets (except those aiding disabled persons) or bicycles or other vehicles into the Building.

13. Licensee shall not drive spikes, hooks, screws or nails or other devices in the walls or woodwork (except for hanging small pictures or similar items) or drill holes in the floor of the Premises.

14. Licensee shall comply with and shall cause its employees and invitees to comply with all smoking restrictions promulgated by Licensor.

**AMENDMENT NO. 1 TO LEASE  
(Lease Termination Agreement)**

This AMENDMENT NO. 1 TO LEASE (this "Amendment") is entered into as of \_\_\_\_\_, 2020 (the "Effective Date") by and between TALBOT SERVICES L.L.C., a Washington limited liability company ("Landlord"), and the CITY OF BELLINGHAM, a first class city in the State of Washington ("Tenant").

Landlord and Tenant are parties to that certain Lease dated February 27, 2008 (the "Lease"), whereby Tenant leases from Landlord for operation of a public library certain space in a building located at 3111 Newmarket Street, Bellingham, Washington. Landlord and Tenant desire to terminate the Lease on the terms and conditions below.

Landlord and Tenant agree as follows:

- 1. Termination Date.** The parties agree to terminate the Lease as of \_\_\_\_\_, 2020 (the "Termination Date"). Subject to Section 2 below, from and after the Termination Date, the Lease will be of no further force and effect, and Landlord and Tenant, their respective affiliates, representatives, agents, members, shareholders, managers, employees, officers, and directors shall be released from any further obligations under the Lease, except for any obligations which expressly survive the termination of the Lease.
- 2. License Agreement.** The termination of the Lease and terms of this Amendment are conditioned on the mutual execution of a license agreement for continued occupancy of the Premises (as defined in the Lease) as expanded by the license agreement, on the date of execution of this Amendment.
- 3. No Other Amendments.** Other than this Amendment, the Lease has not been modified or amended. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment prevail.
- 4. General.** This Amendment shall be binding upon and inure to the benefit of Tenant and Landlord and their respective successors and assigns. This Amendment may be executed in counterparts (fax or electronic signatures are valid), each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Amendment contains the entire agreement between the parties hereto with respect to the termination of the Lease and merges and supersedes all prior and concurrent oral and written discussions and understandings and no representations are made or relied upon except as expressly set forth in this Amendment. No modification or amendment of this Amendment shall be of any force or effect unless made in writing and executed by both the Tenant and the Landlord. If either party engages legal counsel to enforce this Amendment, the prevailing party shall be entitled to recover its legal fees and related costs from the non-prevailing party. Capitalized terms which are not defined herein shall have the meanings set forth in the Lease.

*{remainder of the page intentionally left blank}*

**Tenant:**

CITY OF BELLINGHAM

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Landlord:**

TALBOT SERVICES L.L.C.,  
a Washington limited liability company

By: TIC Holdings Inc., a Washington corporation  
Its: Member

By: \_\_\_\_\_  
Michael Bayless, CEO

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