

**BOARD OF TRUSTEES  
PIERCE COUNTY LIBRARY SYSTEM  
MEETING MINUTES – SEPTEMBER 8, 2021**



**CALL TO ORDER**

Chair Pat Jenkins called to order the regular meeting of the Pierce County Rural Library District Board of Trustees at 3:30 pm. Board members present were, Daren Jones, Neesha Patel, Jamilyn Penn and Abby Sloan. The meeting was conducted virtually due to the Safe Start Washington Reopening Plan to slow the transmission of the coronavirus.

**CONSENT AGENDA**

1. Approval of Minutes of August 11, 2021, Regular Meeting
2. Approval of August 2021 Payroll, Benefits and Vouchers
3. Vehicle Purchases
4. 2021 Microsoft EES Agreement Renewal
5. Resolution 2021-10: To Declare Furnishings and Equipment Surplus to Public Service Needs

*Trustee Jones moved for approval of the consent agenda. Trustee Penn seconded the motion and it was passed.*

**BOARD MEMBER REPORTS**

Trustee Penn reported the current issue of American Libraries magazine highlights design showcases of new libraries.

**ROUTINE REPORTS**

Fundraising Performance Report – Foundation Director Dean Carrell reported the Foundation is meeting its fundraising goals for 2021.

Metrics Dashboard – Deputy Director Melinda Chesbro provided an overview of the report. She shared statistics on current use in 2021 compared to 2019, noting the Library will monitor these statistics to assess recovery from the pandemic closures.

June Financial Report – Finance and Business Operations Director Cliff Jo provided an overview of the report. He noted the reports will begin changing as the Library adapts to the new financial software.

Branch Services Report – Customer Experience Manager Kayce Austin provided an overview of the report, noting Anderson Island Library will reopen soon. Customer feedback on curbside service has been favorable.

**UNFINISHED BUSINESS**

Future Libraries Sumner Property – Director Lomax reported she attended the Sumner City Council meeting at which the members approved the surplus of three parcels on Main Street and the Purchase and Sale Agreement that would allow the Library to purchase the property for a new Sumner Library.

Director Jo presented the required documents to legally transfer the property and allow the Library to continue service in the current location on Fryar Avenue for three years, with the option of two 6-month extensions if needed.

*Trustee Patel moved to approve all documents as presented and authorize the Executive Director to sign (1) the Purchase and Sale Agreement for the Main Street property, the Purchase and Sale Agreement from the Fryer Avenue property, and the Amended and Restated Lease Agreement for the Fryer Avenue property and (2) any other documents as required to complete the transaction. Trustee Penn seconded the motion and it was passed.*

The sale will close in early October.

2022 Budget and Work Plan – Trustees shared their thoughts about how the Library’s priorities may need to change in response to its customers and communities. Ideas included alternative service options such as kiosks and drive-through pick-up windows; podcasts; digital design labs and studio spaces; a greater focus on e-sources; more diversity in the collection; increased focus on accessibility; literacy programs; in-person outreach; and continued curbside services.

Director Lomax thanked the Trustees for their input, noting the Library will also engage the public for future discussion and planning.

Fiscal Management, Purchasing and Procurement, Surplus Policies – Director Jo presented the policies for Board consideration.

*Trustee Jones moved to approve the Fiscal Management Policy as presented. Trustee Penn seconded the motion and it was passed.*

*Trustee Penn moved to approve the Board Policy on Purchasing and Procurement as presented. Trustee Patel seconded the motion and it was passed.*

*Trustee Penn moved to approve the Board Policy on Surplus as presented. Trustee Jones seconded the motion and it was passed.*

2020-21 Property Values for 2022 Tax Levy – Director Jo provided an overview of the forecasted data and projections that aid the Library in planning for expenditures in the 2022 budget.

#### **NEW BUSINESS**

Communications with the Public Policy – Marketing and Communications Director Mary Getchell provided an overview of the recommended updates to the policy. Trustees requested additional time to review the policy. No action was taken.

2022 Budget and Work Plan – Deputy Director Chesbro provided an overview of the Library’s work plan and budget and how both align with the Library’s strategic directions. In 2018, the Library shifted to a more community based service offering. Part of that work involved a reorganization of the Customer Experience department. Planning was underway up until the pandemic closed libraries. Moving into 2022, the Library will study how to best serve customers post-pandemic. She noted that planning for services will involve more discussion from the Board, evaluating partnerships and looking at internal and external influences.

#### **EXECUTIVE SESSION**

*At 4:59 pm, Trustee Jones moved to recess to Executive Session, per RCW 42.30.110, to discuss a periodic personnel evaluation for approximately 30 minutes. Trustee Penn seconded the motion and it was passed. The Session was extended for an additional 15 minutes and ended at 5:47 pm.*

#### **NEW BUSINESS (CONT.)**

2022 Executive Director Employment and Agreement – *Trustee Jones moved to authorize Chair Jenkins to implement a salary agreement with the Executive Director for 2022. Trustee Penn seconded the motion and it was passed.*

Director Lomax said she looks forward to continuing working for the Library until her planned retirement in the first half of 2022. She thanked Trustees and staff for the honor of working for PCLS.

The Board discussed the recruitment process for a new Executive Director and plan to do a national recruitment with the support of a search firm that specializes in libraries.

*Trustee Penn moved to authorize Staff Experience Director Green to engage in conversation with Bradbury Miller Associates based on the Library's previous experience with them and in the interest of expediting the recruitment process. Trustee Jones seconded the motion and it was passed.*

**ANNOUNCEMENTS**

There were no announcements.

**ADJOURNMENT**

The meeting was adjourned at 6:16 pm on motion by Trustee Patel, seconded by Trustee Penn.

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Georgia Lomax, Secretary

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Pat Jenkins, Chair

**AGENDA**

**Regular Meeting of the Pierce County Library System Board of Trustees  
September 8, 2021 | 3:30 PM**

This is a Virtual Meeting. Attendees may join via either:

- **Phone:** Dial+1.253.215.8782 | Webinar ID: 977 6052 7787| Passcode: 106659; or
- **Web browser** (Zoom user account is required to join via web browser):  
<https://zoom.us/j/97760527787?pwd=T1VGT0ZvbEhhRWVmSXdOTEFwQndrQT09>; or
- **App** (Zoom user account is NOT required if joining by app) ([Windows App](#) | [iPad / iPhone App](#) | [Android App](#))  
<https://zoom.us/j/97760527787?pwd=T1VGT0ZvbEhhRWVmSXdOTEFwQndrQT09>

3:30 pm	02 min.	<b>Call to Order:</b> Pat Jenkins, Chair	
3:32 pm	05 min.	<b>Public Comment:</b> <i>This is time set aside for members of the public to speak to the Board of Trustees. Unless the item you wish to discuss is of an emergency nature, the Board ordinarily takes matters under advisement before taking action. Please submit comments in writing (including your Name, Address and Topic) to <a href="mailto:pmcbride@piercecounitylibrary.org">pmcbride@piercecounitylibrary.org</a> by 2 pm on September 8. Comments will be read aloud to the Board. Time limit for comments is three minutes.</i>	
3:37 pm	03 min.	<b>Consent Agenda</b>	<b>Action</b>
		<ol style="list-style-type: none"> <li>1. Approval of Minutes of August 11, 2021, Regular Meeting</li> <li>2. Approval of August 2021 Payroll, Benefits and Vouchers</li> <li>3. Vehicle Purchases</li> <li>4. 2021 Microsoft EES Agreement Renewal</li> <li>5. Resolution 2021-10: To Declare Furnishings and Equipment Surplus to Public Service Needs</li> </ol>	
3:40 pm	05 min.	<b>Board Member Reports</b>	
3:45 pm	15 min.	<b>Routine Reports</b>	
		<ol style="list-style-type: none"> <li>1. Fundraising Performance Report, Dean Carrell</li> <li>2. Metrics Dashboard, Melinda Chesbro</li> <li>3. July Financial Report, Cliff Jo</li> <li>4. Branch Services Report, Kayce Austin and Meghan Sullivan</li> </ol>	
4:00 pm		<b>Unfinished Business</b>	
	10 min.	1. Future Libraries – Sumner Property, Cliff Jo	<b>Action</b>
	30 min.	2. 2022 Budget and Work Plan, Georgia Lomax, Melinda Chesbro and Cliff Jo	
		<ol style="list-style-type: none"> <li>a. 2022 Planning and Budget: Overview and Discussion</li> <li>b. Fiscal Management, Purchasing and Procurement, Surplus Policies</li> <li>c. 2020-21 Property Values for 2022 Tax Levy</li> </ol>	<b>Action</b>
4:40 pm	10 min.	<b>New Business</b>	
		1. Communications with the Public Policy, Mary Getchell	<b>Action</b>
4:50 pm	05 min.	<b>Officers Reports</b>	
		<ol style="list-style-type: none"> <li>1. Munis Financial/HR System Update</li> <li>2. August Primary Election Results</li> <li>3. ACL Underground Storage Tank</li> </ol>	
4:55 pm	30 min.	<b>Executive Session</b>	
		<i>At this time on the agenda, the Board of Trustees will recess to Executive Session per RCW 42.30.110, to discuss a periodic personnel evaluation.</i>	
5:25 pm	10 min.	<b>New Business (continued)</b>	
		2. 2022 Executive Director Employment and Agreement, Cheree Green	<b>Action</b>
5:35 pm	01 min.	<b>Announcements</b>	
5:36 pm		<b>Adjournment</b>	

**AGENDA**

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- **Phone:** Dial+1.253.215.8782 | Webinar ID: 977 6052 7787| Passcode: 106659; or
- **Web browser** (Zoom user account is required to join via web browser):  
<https://zoom.us/j/97760527787?pwd=T1VGT0ZvbEhhRWVmSXdOTEFwQndrQT09>; or
- **App** (Zoom user account is NOT required if joining by app) ([Windows App](#) | [iPad / iPhone App](#) | [Android App](#))  
<https://zoom.us/j/97760527787?pwd=T1VGT0ZvbEhhRWVmSXdOTEFwQndrQT09>

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3:37 pm	03 min.	<b>Consent Agenda</b> 1. Approval of Minutes of August 11, 2021, Regular Meeting 2. Approval of August 2021 Payroll, Benefits and Vouchers 3. Vehicle Purchases 4. 2021 Microsoft EES Agreement Renewal 5. Resolution 2021-10: To Declare Furnishings and Equipment Surplus to Public Service Needs	<b>Action</b>
3:40 pm	05 min.	<b>Board Member Reports</b>	
3:45 pm	15 min.	<b>Routine Reports</b> 1. Fundraising Performance Report, Dean Carrell 2. Metrics Dashboard, Melinda Chesbro 3. July Financial Report, Cliff Jo 4. Branch Services Report, Kayce Austin and Meghan Sullivan	
4:00 pm	10 min.	<b>Unfinished Business</b> 1. Future Libraries – Sumner Property, Cliff Jo	<b>Action</b>
	30 min.	2. 2022 Budget and Work Plan, Georgia Lomax, Melinda Chesbro and Cliff Jo a. 2022 Planning and Budget: Overview and Discussion b. Fiscal Management, Purchasing and Procurement, Surplus Policies c. 2020-21 Property Values for 2022 Tax Levy	<b>Action</b>
4:40 pm	10 min.	<b>New Business</b> 1. Communications with the Public Policy, Mary Getchell	<b>Action</b>
4:50 pm	05 min.	<b>Officers Reports</b> 1. Munis Financial/HR System Update 2. August Primary Election Results 3. ACL Underground Storage Tank	
4:55 pm	30 min.	<b>Executive Session</b> <i>At this time on the agenda, the Board of Trustees will recess to Executive Session per RCW 42.30.110, to discuss a periodic personnel evaluation.</i>	
5:25 pm	10 min.	<b>New Business (continued)</b> 2. 2022 Executive Director Employment and Agreement, Cheree Green	<b>Action</b>
5:35 pm	01 min.	<b>Announcements</b>	
5:36 pm		<b>Adjournment</b>	

# Consent Agenda

**BOARD OF TRUSTEES  
PIERCE COUNTY LIBRARY SYSTEM  
MEETING MINUTES – AUGUST 11, 2021**



**CALL TO ORDER**

Chair Pat Jenkins called to order the regular meeting of the Pierce County Rural Library District Board of Trustees at 3:30 pm. Board members present were, Daren Jones, Neesha Patel, Jamilyn Penn and Abby Sloan. The meeting was conducted virtually due to the Safe Start Washington Reopening Plan to slow the transmission of the coronavirus.

**CONSENT AGENDA**

1. Approval of Minutes of July 14, 2021, Regular Meeting
2. Approval of July 2021 Payroll, Benefits and Vouchers
3. Resolution 2021-09: To Declare Furnishings and Equipment Surplus to Public Service Needs

*Trustee Penn moved for approval of the consent agenda. Trustee Jones seconded the motion and it was passed.*

**BOARD MEMBER REPORTS**

New Trustees Welcome – Chair Jenkins welcomed new trustees Abby Sloan of University Place and Neesha Patel of Edgewood. Introductions were made and each trustee shared their experiences and inspiration for serving on the Board. Ms. Lomax thanked the trustees for their support, leadership and guidance to ensure the Library provides the right services to its communities.

**ROUTINE REPORTS**

Fundraising Performance Report – Foundation Director Dean Carrell provided an overview of the report.

Metrics Dashboard – Deputy Director Melinda Chesbro provided an overview of the report. She noted the Library would be surveying customers in the future to learn how beneficial curbside services are to them.

June Financial Report – Finance and Business Operations Director Cliff Jo provided an overview of the report.

Branch Services Report – Customer Experience Managers Kayce Austin provided an overview of the report.

**UNFINISHED BUSINESS**

Future Libraries Sumner Property – Director Lomax reported on the activities underway related to an intergovernmental transfer of the new Sumner Library. Director Jo provided details on the process and the elements requiring the Board's approval. These include the Purchase and Sale Agreement (PSA) for the current building from the Library to the City; the PSA for the new property from the City to the Library; and the Amended and Restated Agreement for the Library to continue to use the current building until it moves into the new building. Each of these agreements will be executed via an Interlocal Agreement.

Director Jo reported the City of Sumner would provide the Library an allowance of \$200,000 for the site cleanup. Any unspent funds from the allowance remain with the Library.

*Trustee Jones moved to approve the Library to "sole source" to NV5/GeoDesign work related to the Sumner site condition evaluation. Trustee Penn seconded the motion and it was passed.*

*Trustee Penn moved to approve a purchase order not to exceed \$80,000 for NV5/GeoDesign to conduct work related to Sumner site condition evaluation. Trustee Jones seconded the motion and it was passed.*

Buckley Underground Storage Tank – Director Jo reported EHSI is completing its report of the contamination and the Department of Ecology will then develop the plan for clean-up, which could take 3-4 months. This is the next step of the process that began in 2016.

*Trustee Jones moved to approve a purchase order for final RI/FS work, in an amount not to exceed \$60,000. Trustee Penn seconded the motion and it was passed.*

**NEW BUSINESS**

2022 Budget and Work Plan – Deputy Director Chesbro provided an overview of the Library’s work plan and budget and how they align with its strategic directions. In 2018, the Library shifted to a more community based service offering. Part of that work involved a reorganization of the Customer Experience department. Planning was underway up until the pandemic closed libraries. Moving into 2022, the Library will study how to best serve customers post-pandemic. She noted that planning for services will involve more discussion from the Board, evaluating partnerships and looking at internal and external influences.

Director Lomax noted as the Library considers service delivery and desired results for the community, the Library will need to understand what is or has changed for the public and ensure that informs future decisions.

Fiscal Management Policy Update – Discussion carried forward to the September meeting.

2020-21 Property Values for 2022 Tax Levy – Discussion carried forward to the September meeting.

**ADJOURNMENT**

The meeting was adjourned at 5:45 pm on motion by Trustee Penn, seconded by Trustee Sloan.

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Georgia Lomax, Secretary

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Pat Jenkins, Chair

**Pierce County Library System  
Payroll, Benefits and Vouchers  
August 2021**

	<u>Warrant Numbers</u>	<u>Date(s)</u>	<u>Amount</u>
Payroll Warrants	10003 - 10006	8/6/2021	\$ 6,376.97
Payroll Warrants	10008 -10013	8/20/2021	\$ 9,090.80
Electronic Payments - Payroll & Acct Payable		8/6/2021	\$ 874,069.73
Electronic Payments - Payroll & Acct Payable		8/20/2021	\$ 824,370.46
Accounts Payable Warrants	701754 - 701873	8/6/2021 - 8/27/2021	\$ 1,036,806.58
<b>Total:</b>			<b><u>\$ 2,750,714.54</u></b>

As of 9.1.2021

**CURRENT CHECK REGISTER - SEMI MONTH**

WARRANT: 080621      07/16/2021 to 07/31/2021      CHECK DATE: 08/06/2021

EMP #	NAME	TYP	NET PAY	CHECK #	LOC	CHECK DATE	SPECIAL
1328	BAKER, DILLON	CK	1,862.86	000010003	ACL	08/06/2021	
1272	Bradford, Robin M.	CK	442.75	000010004	ACL	08/06/2021	
1331	DE SANTIAGO, CASSAND	CK	1,821.26	000010005	LWD	08/06/2021	
1329	HERNANDEZ, HEATHER	CK	2,250.10	000010006	ACL	08/06/2021	
4 **	TOTAL CHECK(S)		6,376.97				

\*\* END OF REPORT - Generated by STACY KARABOTSOS \*\*

**CURRENT CHECK REGISTER - SEMI MONTH**

WARRANT: 082021      08/01/2021 to 08/15/2021      CHECK DATE: 08/20/2021

EMP #	NAME	TYP	NET PAY	CHECK #	LOC	CHECK DATE	SPECIAL
1336	BAILEY, VIRGINIA	CK	1,239.27	000010008	PKS	08/20/2021	
1337	EDWARDS, VIVIAN	CK	930.81	000010009	TIL	08/20/2021	
1338	FRIESKE, ALENA	CK	872.05	000010010	FIF	08/20/2021	
1333	MASON, CARLA	CK	2,204.24	000010011	ORT	08/20/2021	
1335	RYAN, ELYSHA	CK	2,314.96	000010012	BLK	08/20/2021	
1322	SCHILLER, HOLYANN	CK	1,529.47	000010013	PKS	08/20/2021	
6 **	TOTAL CHECK(S)		9,090.80				

\*\* END OF REPORT - Generated by STACY KARABOTSOS \*\*

# Ad-hoc bank transaction (Withdrawal)

## PCL\_Company

ACH Template Name in KTT : RLIBRARY  
 Description: Pierce County Rural Library

Contact Name: Stacy Karabotsos  
 Contact Phone: 253-548-3451  
 Contact e-mail: [sdkarabotsos@piercecounyalibrary.org](mailto:sdkarabotsos@piercecounyalibrary.org)  
 Comments: 8/6/21 Payroll

Withdrawal Date: 8/6/2021

Company	Description	Revenue/Spend Category	Cost Center	Fund	Business Unit	Total
PCL_Company	FIT EE and EIC	237100	CC_Library_District	697-00	5100000	69,731.62
PCL_Company	FICA EE and Medicare	237100	CC_Library_District	697-00	5100000	57,247.54
PCL_Company	FICA ER and Medicare	237100	CC_Library_District	697-00	5100000	57,247.71
PCL_Company	DIR DEP	237100	CC_Library_District	697-00	5100000	538,438.95
PCL_Company	Deferred Comp. Plan	237100	CC_Library_District	697-00	5100000	11,672.14
PCL_Company	DRS (PERS) EE	237100	CC_Library_District	697-00	5100000	51,069.00
PCL_Company	DRS (PERS) ER	237100	CC_Library_District	697-00	5100000	77,445.66
PCL_Company	VOYA	237100	CC_Library_District	697-00	5100000	7,706.47
PCL_Company	H.S.A Employee Deductions	237100	CC_Library_District	697-00	5100000	2,938.07
PCL_Company	H.S.A Employer Contribution	237100	CC_Library_District	697-00	5100000	-
PCL_Company	H.S.A Employee Fee	237100	CC_Library_District	697-00	5100000	-
PCL_Company	Department of Revenue	237100	CC_Library_District	697-00	5100000	-
PCL_Company	WA State Support Registry	237100	CC_Library_District	697-00	5100000	1,500.00
PCL_Company	Columbia Bank Balance Adjustment	237100	CC_Library_District	697-00	5100000	(927.43)
<b>Total Deposit</b>						<b>\$ 874,069.73</b>

Certification:

Stacy Karabotsos  
 Signature ( Department Designee)  
 Board Agenda Packet 09-8-2021 Page 7

8/5/2021  
 Date

Comments:

# Ad-hoc bank transaction (Withdrawal)

## PCL\_Company

ACH Template Name in KTT : RLIBRARY  
 Description: Pierce County Rural Library

Contact Name: Stacy Karabotsos  
 Contact Phone: 253-548-3451  
 Contact e-mail: [sdkarabotsos@piercecounyalibrary.org](mailto:sdkarabotsos@piercecounyalibrary.org)  
 Comments: 8/20/21 Payroll

Withdrawal Date: 8/20/2021

Company	Description	Revenue/Spend Category	Cost Center	Fund	Business Unit	Total
PCL_Company	FIT EE and EIC	237100	CC_Library_District	697-00	5100000	63,868.34
PCL_Company	FICA EE and Medicare	237100	CC_Library_District	697-00	5100000	54,097.82
PCL_Company	FICA ER and Medicare	237100	CC_Library_District	697-00	5100000	54,097.82
PCL_Company	DIR DEP	237100	CC_Library_District	697-00	5100000	505,136.94
PCL_Company	Deferred Comp. Plan	237100	CC_Library_District	697-00	5100000	11,506.20
PCL_Company	DRS (PERS) EE	237100	CC_Library_District	697-00	5100000	48,759.22
PCL_Company	DRS (PERS) ER	237100	CC_Library_District	697-00	5100000	73,641.91
PCL_Company	VOYA	237100	CC_Library_District	697-00	5100000	7,206.47
PCL_Company	H.S.A Employee Deductions	237100	CC_Library_District	697-00	5100000	2,938.07
PCL_Company	H.S.A Employer Contribution	237100	CC_Library_District	697-00	5100000	
PCL_Company	H.S.A Employee Fee	237100	CC_Library_District	697-00	5100000	200.65
PCL_Company	Department of Revenue	237100	CC_Library_District	697-00	5100000	600.39
PCL_Company	WA State Support Registry	237100	CC_Library_District	697-00	5100000	1,500.00
PCL_Company	Columbia Bank Balance Adjustment	237100	CC_Library_District	697-00	5100000	816.63
<b>Total Deposit</b>						<b>\$ 824,370.46</b>

Certification:

Stacy Karabotsos  
 Signature ( Department Designee)  
 Board Agenda Packet 09-8-2021 Page 8

8/18/2021  
 Date

Comments:

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	UNCLEARED	CLEARED	CLEAR DATE
701754	08/06/2021	PRINTED	314	AFSCME AFL-CIO	0.00	13,132.56	08/26/2021
701755	08/06/2021	PRINTED	530	PACIFICSOURCE ADMINISTRATORS	0.00	2,274.64	08/13/2021
701756	08/06/2021	PRINTED	562	PIERCE COUNTY LIBRARY SYSTEM	0.00	556.41	08/09/2021
701757	08/06/2021	PRINTED	2024	A-ADVANCED SEPTIC SERVICES INC	0.00	409.63	08/10/2021
701758	08/06/2021	PRINTED	341	BAKER & TAYLOR	0.00	21,620.08	08/12/2021
701759	08/06/2021	PRINTED	432	CITY OF BONNEY LAKE , WA	0.00	271.73	08/10/2021
701760	08/06/2021	PRINTED	638	CITY OF BUCKLEY	0.00	529.02	08/12/2021
701761	08/06/2021	PRINTED	657	CENGAGE LEARNING INC / GALE	0.00	1,695.48	08/11/2021
701762	08/06/2021	PRINTED	669	CHUCKALS INC	0.00	243.51	08/11/2021
701763	08/06/2021	PRINTED	998	CINTAS CORPORATION	0.00	446.03	08/12/2021
701764	08/06/2021	PRINTED	1067	CLACKAMAS COUNTY LIBRARY	17.99	0.00	
701765	08/06/2021	PRINTED	685	COLUMBIA BANK	0.00	368.73	08/10/2021
701766	08/06/2021	PRINTED	124	CONSOLIDATED TECHNOLOGY SERVICES	0.00	585.00	08/13/2021
701767	08/06/2021	PRINTED	1001	DATA QUEST LLC	0.00	537.95	08/13/2021
701768	08/06/2021	PRINTED	1072	JESSICA FOX	16.99	0.00	
701769	08/06/2021	PRINTED	419	GALE	0.00	15,750.00	08/11/2021
701770	08/06/2021	PRINTED	1075	ANGELA M GOMILLION	0.00	7.95	08/10/2021
701771	08/06/2021	PRINTED	1073	COURTNEY J HANSEN	0.00	19.44	08/12/2021
701772	08/06/2021	PRINTED	1068	MORDECAI L HART	0.00	79.98	08/30/2021
701773	08/06/2021	PRINTED	1074	SANDRA D HUTCHINS	24.99	0.00	
701774	08/06/2021	PRINTED	703	INGRAM LIBRARY SERVICES	0.00	469.27	08/11/2021
701775	08/06/2021	PRINTED	710	IRON MOUNTAIN INC	0.00	391.34	08/11/2021
701776	08/06/2021	PRINTED	1071	PATRICIA DIANE JOHNSTON	56.00	0.00	
701777	08/06/2021	PRINTED	1069	MARY JONES	40.50	0.00	
701778	08/06/2021	PRINTED	1908	LAST MILE GEAR	0.00	2,062.51	08/13/2021
701779	08/06/2021	PRINTED	1078	BARBARA L MADSEN	0.00	30.00	08/18/2021
701780	08/06/2021	PRINTED	1070	TIMOTHY MCMURRAY	0.00	28.00	08/11/2021
701781	08/06/2021	PRINTED	1077	ELLIE M MCNICOL	6.99	0.00	
701782	08/06/2021	PRINTED	211	MIDWEST TAPE	0.00	3,152.89	08/10/2021
701783	08/06/2021	PRINTED	228	MULTICULTURAL BOOKS & VIDEOS	0.00	4,006.00	08/10/2021
701784	08/06/2021	PRINTED	229	MUSEUM OF FLIGHT	0.00	150.00	08/23/2021
701785	08/06/2021	PRINTED	1081	NASIM & SONS INC	0.00	7,709.27	08/10/2021
701786	08/06/2021	PRINTED	1076	ANGELA N O'DELL	6.99	0.00	
701787	08/06/2021	PRINTED	510	OCLC INC	0.00	50,148.20	08/11/2021
701788	08/06/2021	PRINTED	530	PACIFICSOURCE ADMINISTRATORS	0.00	125.00	08/10/2021
701789	08/06/2021	PRINTED	531	PAN ASIAN PUBLICATIONS (USA) INC.	0.00	900.00	08/20/2021
701790	08/06/2021	PRINTED	540	PARKLAND LIGHT & WATER	0.00	917.90	08/11/2021
701791	08/06/2021	PRINTED	552	PENINSULA LIGHT CO	0.00	469.72	08/10/2021
701792	08/06/2021	PRINTED	782	QUALITY BUSINESS SYSTEMS INC	0.00	2,087.15	08/11/2021
701793	08/06/2021	PRINTED	792	RAINIER VIEW WATER CO INC	0.00	417.39	08/13/2021

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	UNCLEARED	CLEARED	CLEAR DATE
701794	08/06/2021	PRINTED	61	RICOH USA INC	0.00	1,878.18	08/12/2021
701795	08/06/2021	PRINTED	61	RICOH USA INC	0.00	1,953.75	08/11/2021
701796	08/06/2021	PRINTED	1038	MARKEY L SANDHOP	28.00	0.00	
701797	08/06/2021	PRINTED	269	SPRAGUE PEST SOLUTIONS	0.00	57.44	08/11/2021
701798	08/06/2021	PRINTED	1791	TACOMA-PIERCE COUNTY HEALTH DEPARTMENT	0.00	1,440.00	08/18/2021
701799	08/06/2021	PRINTED	595	TYLER TECHNOLOGIES INC	0.00	2,560.00	08/12/2021
701800	08/06/2021	PRINTED	672	CITY OF UNIVERSITY PLACE	0.00	131.42	08/12/2021
701801	08/06/2021	PRINTED	811	WCP SOLUTIONS	0.00	320.35	08/10/2021
701802	08/09/2021	PRINTED	335	ASSOCIATION OF WASHINGTON CITI	0.00	235,527.78	08/13/2021
701803	08/13/2021	PRINTED	341	BAKER & TAYLOR	0.00	14,925.24	08/18/2021
701804	08/13/2021	PRINTED	657	CENGAGE LEARNING INC / GALE	0.00	101.71	08/17/2021
701805	08/13/2021	PRINTED	363	TOWN OF EATONVILLE	0.00	644.68	08/17/2021
701806	08/13/2021	PRINTED	455	GORDON THOMAS HONEYWELL LLP	0.00	5,320.00	08/17/2021
701807	08/13/2021	PRINTED	482	HERMANSON COMPANY LLP	0.00	26,162.66	08/17/2021
701808	08/13/2021	PRINTED	703	INGRAM LIBRARY SERVICES	0.00	400.37	08/17/2021
701809	08/13/2021	PRINTED	211	MIDWEST TAPE	0.00	5,136.79	08/17/2021
701810	08/13/2021	PRINTED	2011	AMY MITCHELL	0.00	250.00	08/17/2021
701811	08/13/2021	PRINTED	227	MOUNTAIN MIST	0.00	40.05	08/17/2021
701812	08/13/2021	PRINTED	1081	NASIM & SONS INC	0.00	2,362.78	08/17/2021
701813	08/13/2021	PRINTED	520	CITY OF ORTING	0.00	3,754.59	08/19/2021
701814	08/13/2021	PRINTED	531	PAN ASIAN PUBLICATIONS (USA) INC.	0.00	4,770.00	08/20/2021
701815	08/13/2021	PRINTED	1037	PIERCE COUNTY SEWER	0.00	890.94	08/18/2021
701816	08/13/2021	PRINTED	776	PUGET SOUND ENERGY	0.00	829.32	08/19/2021
701817	08/13/2021	PRINTED	61	RICOH USA INC	0.00	3,241.17	08/19/2021
701818	08/13/2021	PRINTED	61	RICOH USA INC	0.00	2,520.60	08/18/2021
701819	08/13/2021	PRINTED	78	RWC INTERNATIONAL LTD	0.00	4,706.71	08/17/2021
701820	08/13/2021	PRINTED	284	SUMMIT WATER & SUPPLY CO	0.00	653.19	08/17/2021
701821	08/13/2021	PRINTED	285	CITY OF SUMNER	0.00	1,070.00	08/18/2021
701822	08/13/2021	PRINTED	605	US BANK	0.00	354,613.24	08/17/2021
701823	08/13/2021	PRINTED	1971	WEIR, DANA	0.00	400.00	08/18/2021
701824	08/16/2021	PRINTED	2015	WEX BANK	0.00	652.81	08/19/2021
701825	08/20/2021	PRINTED	2024	A-ADVANCED SEPTIC SERVICES INC	0.00	8,114.04	08/26/2021
701826	08/20/2021	PRINTED	341	BAKER & TAYLOR	0.00	33,318.07	08/26/2021
701827	08/20/2021	PRINTED	2034	ASHLEY CALIXTO	0.00	50.00	08/27/2021
701828	08/20/2021	PRINTED	657	CENGAGE LEARNING INC / GALE	182.10	0.00	
701829	08/20/2021	PRINTED	669	CHUCKALS INC	0.00	1,563.76	08/26/2021
701830	08/20/2021	PRINTED	998	CINTAS CORPORATION	0.00	1,337.68	08/31/2021
701831	08/20/2021	PRINTED	155	DELL MARKETING L.P.	0.00	7,943.58	08/30/2021
701832	08/20/2021	PRINTED	370	ELITE PROPERTY INVESTMENTS LLC	0.00	11,596.71	08/30/2021
701833	08/20/2021	PRINTED	374	EMPLOYMENT SECURITY DEPARTMENT	0.00	872.41	08/30/2021

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	UNCLEARED	CLEARED	CLEAR DATE
701834	08/20/2021	PRINTED	703	INGRAM LIBRARY SERVICES	0.00	795.57	08/30/2021
701835	08/20/2021	PRINTED	735	KING COUNTY LIBRARY	26.00	0.00	
701836	08/20/2021	PRINTED	1821	KNKX 88.5 FM	1,840.00	0.00	
701837	08/20/2021	PRINTED	1908	LAST MILE GEAR	0.00	6,260.09	08/27/2021
701838	08/20/2021	PRINTED	1081	NASIM & SONS INC	0.00	1,894.77	08/27/2021
701839	08/20/2021	PRINTED	531	PAN ASIAN PUBLICATIONS (USA) INC.	3,900.00	0.00	
701840	08/20/2021	PRINTED	560	PIERCE COUNTY	0.00	160.00	08/30/2021
701841	08/20/2021	PRINTED	562	PIERCE COUNTY LIBRARY SYSTEM	0.00	223.49	08/27/2021
701842	08/20/2021	PRINTED	762	PRINT NW LLC	0.00	344.81	08/26/2021
701843	08/20/2021	PRINTED	61	RICOH USA INC	0.00	462.22	08/31/2021
701844	08/20/2021	PRINTED	269	SPRAGUE PEST SOLUTIONS	0.00	402.58	08/31/2021
701845	08/20/2021	PRINTED	581	TILlicum COMMUNITY SERVICE CEN	0.00	1,592.85	08/27/2021
701846	08/20/2021	PRINTED	811	WCP SOLUTIONS	0.00	521.73	08/26/2021
701847	08/20/2021	PRINTED	818	WHATCOM COUNTY LIBRARY SYSTEM	0.00	30.08	08/26/2021
701848	08/20/2021	PRINTED	313	AFLAC	3,985.00	0.00	
701849	08/20/2021	PRINTED	684	COLONIAL SUPPLEMENTAL INSURANC	200.36	0.00	
701850	08/20/2021	PRINTED	530	PACIFICSOURCE ADMINISTRATORS	0.00	2,274.64	08/30/2021
701851	08/20/2021	PRINTED	562	PIERCE COUNTY LIBRARY SYSTEM	0.00	556.41	08/30/2021
701852	08/27/2021	PRINTED	341	BAKER & TAYLOR	10,580.08	0.00	
701853	08/27/2021	PRINTED	998	CINTAS CORPORATION	446.03	0.00	
701854	08/27/2021	PRINTED	2028	DAVIS DOOR SERVICE INC	1,296.68	0.00	
701855	08/27/2021	PRINTED	163	DEPT OF LABOR & INDUSTRIES	147.20	0.00	
701856	08/27/2021	PRINTED	379	E-RATE EXPERTISE INC	412.50	0.00	
701857	08/27/2021	PRINTED	703	INGRAM LIBRARY SERVICES	496.30	0.00	
701858	08/27/2021	PRINTED	1908	LAST MILE GEAR	1,293.12	0.00	
701859	08/27/2021	PRINTED	36	LOGIC INTEGRITY INC	1,201.25	0.00	
701860	08/27/2021	PRINTED	1013	METROPOLITAN PARKS DISTRICT OF TACOMA	75.00	0.00	
701861	08/27/2021	PRINTED	211	MIDWEST TAPE	32,055.14	0.00	
701862	08/27/2021	PRINTED	531	PAN ASIAN PUBLICATIONS (USA) INC.	2,100.00	0.00	
701863	08/27/2021	PRINTED	552	PENINSULA LIGHT CO	1,189.82	0.00	
701864	08/27/2021	PRINTED	776	PUGET SOUND ENERGY	2,299.92	0.00	
701865	08/27/2021	PRINTED	782	XEROX CORPORATION	265.13	0.00	
701866	08/27/2021	PRINTED	61	RICOH USA INC	1,285.58	0.00	
701867	08/27/2021	PRINTED	61	RICOH USA INC	93.13	0.00	
701868	08/27/2021	PRINTED	2048	SALT LAKE COUNTY LIBRARY SYSTEM	25.00	0.00	
701869	08/27/2021	PRINTED	290	SURPRISE LAKE SQUARE LLC	11,689.59	0.00	
701870	08/27/2021	PRINTED	603	UNIVERSITY PLACE CIVIC BUILDING	67,146.71	0.00	
701871	08/27/2021	PRINTED	618	WALTER E NELSON CO OF WESTERN WASHINGTON	248.20	0.00	
701872	08/27/2021	PRINTED	818	WHATCOM COUNTY LIBRARY SYSTEM	5.95	0.00	
701873	08/27/2021	PRINTED	2008	ZPROCIS SOLUTIONS INC	2,898.00	0.00	

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	UNCLEARED	CLEARED	CLEAR DATE
					147,582.24	889,224.04	1,036,806.28

# MEMO



Date: August 26, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Melinda Chesbro, Deputy Director

Subject: Vehicle Purchases

In early 2020, the Library conducted a thorough study of the Library's vehicle needs and developed a vehicle lifecycle management system, along with new purchasing guidelines to aid in identifying a replacement plan for its vehicle portfolio. Among the top considerations were fuel efficiency, multi-purpose use, repair costs, safety ratings and driver comfort and ergonomics. As a result, a 3-5 year vehicle replacement and purchasing process has been established for ongoing and future service and operational needs. Funds were allocated for vehicle replacements in the 2021 budget.

The Library is ready to purchase two replacement vehicles for a Maintenance Van and a Staff Fleet Van that were in automobile accidents this year. The Staff Fleet Van will be hybrid-electric, as we do not currently have the infrastructure to support fully electric vehicles and the Maintenance Van has the option at a later time to purchase a conversion kit to switch from gasoline to electric.

Specific models, configurations, and options will be determined once we issue the Request for Quotes.

We are seeking your approval to purchase two vehicles, in a total amount not to exceed \$110,000. Should the Library receive Board approval, we will issue an expedited formal Request for Quotes (RFQ) to ensure the best package pricing.

***ACTION: Move to authorize the Library to purchase two (2) vehicles in an amount not to exceed \$110,000.***

# MEMO



Date: August 30, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Stephanie Ratko, IT Manager

Subject: 2021 Microsoft EES Agreement Renewal

The Library needs to renew its Microsoft EES Agreement. Windows licenses are required to provide a variety of services and platforms for the public and staff to use on a day-to-day basis.

## **Background**

This is a planned purchase identified and budgeted for in the PCLS Five Year Technology Roadmap. The agreement renews Microsoft licenses for the Pierce County Library System (PCLS) IT Infrastructure (server licenses, SQL licenses, and client licenses). The IT Department recommends renewing its Microsoft EES Agreement at an estimated cost of \$78,000, including tax.

## **Purchasing Mechanism**

With the Board's approval, we will renew the Microsoft EES Agreement through an authorized Microsoft reseller.

***ACTION: Move to approve the purchase of the renewal of the Microsoft EES Agreement not to exceed \$78,000.***

# MEMO



Date: August 30, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Stephanie Ratko, IT Manager

Subject: 2021 Technology Surplus and Recycling

The Library needs to surplus some high value items, and recycle other low value technology items removed from the branches as we refresh public and staff technology. The PCLS IT team replaced the equipment as a continuation of our work to replace technology that is no longer under support from the manufacturer, and in support of our branches reopening.

## **Background**

IT equipment valued at \$50 or more and in good working order is sent to Department of Enterprise Services (DES) for surplus. Due to the age, condition and estimated value of the remaining equipment, PCLS recommends the remaining items be recycled.

## **Inventory Removal Mechanism**

With the Board's approval, we will surplus the higher valued items through DES, and we will recycle the remaining equipment through a DES recognized e-cycle vendor.

See spreadsheet on next page for details.

***ACTION: Move to approve the surplus and recycling of the technology equipment.***

Total	IT Surplus Items OVER \$50 in estimated value	estimated value (each)
	1 Dell Inc. OptiPlex 3030 AIO	\$150

	IT Surplus Items UNDER \$50 in estimated value	estimated value (each)
	1 Amazon Kindle	
	1 Apple iPod Nano	
	1 Barnes and Noble Nook BNRV100	
	3 Dell Monitor 1908FP BLK	
	2 Dell Monitor E190S	
	9 Dell Monitor P190S	
	5 Dell Monitor P1914S	
	13 Dell Monitor P1917S	
	1 Dell Monitor P2419H	
	2 Dell Monitor U2415	
	1 Dell Monitor U3011	
	1 Dell Monitor U3415W	
	2 Dell Monitor UltraSharp 24 Monitor U2415	
	5 Dymo Label Maker LabelWriter 450	
	1 HP Monitor L1910	
	1 Kodak PlayFull HD Video Camera	
	2 LG Monitor L1752TQ	
	1 Sony E-Reader	
	5 Star Receipt Printer TSP643U	
	2 Welch Allyn Barcode Scanner 3800LR-12	

**RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
PIERCE COUNTY RURAL LIBRARY DISTRICT  
TO DECLARE FURNISHINGS AND EQUIPMENT  
SURPLUS TO PUBLIC SERVICE NEEDS**

**WHEREAS**, the Pierce County Library District has identified items of furnishings and equipment surplus to public service needs of the Library District, and

**WHEREAS**, unless otherwise noted, each item has an estimated value of less than \$50, now, therefore,

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PIERCE COUNTY RURAL LIBRARY DISTRICT THAT:**

The item(s) on the attached list be declared surplus and disposed, including but not limited to being sold at public auction and as trade-in value toward replacement.

**PASSED AND APPROVED THIS 8TH DAY OF SEPTEMBER, 2021.**

<b>BOARD OF TRUSTEES, PIERCE COUNTY RURAL LIBRARY DISTRICT</b>	
Pat Jenkins, Chair	_____
Jamilyn Penn, Vice-Chair	_____
Daren Jones, Member	_____
Neesha Patel, Member	_____
Abby Sloan, Member	_____

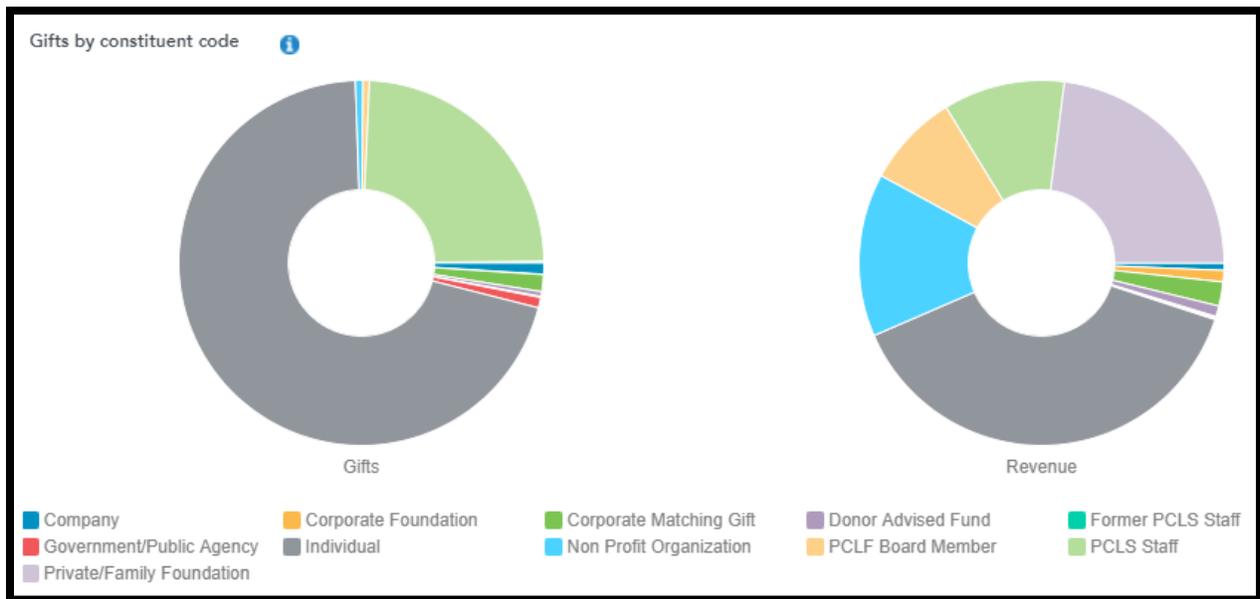
# Routine Reports

## Pierce County Library Foundation Fundraising Performance Report FY2021: August

Total Committed Revenue: \$502,278 (69% of Impact goal of \$275,000) (128% of PCLS Agreement of \$392,000)

- Unrestricted Revenue: \$189,375
- Temporarily Restricted Revenue: \$307,124
- Permanently Restricted Revenue: \$5,779

### Constituency Giving



#### Acquired Donors (YTD)

- Donors 166
- Rate 5.23%
- Revenue \$112,882
- Rate 96.58%

#### Recaptured Donors (YTD)

- Donors 276
- Rate 15.3%
- Revenue \$36,650
- Rate 109.7%

#### Retained Donors (YTD)

- Donors 554
- Rate 45.98%
- Revenue \$201,046
- Rate 58.55%

#### LYBUNT Donors (YTD)

- Donors 650
- Revenue \$188,978

#### Retained Donors (1<sup>st</sup> Year)

- Donors 102
- Rate 29.06%
- Revenue \$15,660
- Rate 20.36%

#### LYBUNT Donors (1<sup>st</sup> Year)

- Donors 247
- Revenue \$45,278

In Kind Gifts \$30,637

## What's going well

- Capital Campaign: property transfer is almost complete, development agreement is moving forward
- New efforts being emphasized with planned giving efforts

## Areas to capitalize on

- Connecting early with FY20 LYBUNTS
- Focus on conducting successful Trivia BEE
- Review and revise gift acceptance policy and gift agreement

## Fundraising Performance Report: Terms Defined

### Total Committed Revenue

- All cash gifts + pledges

### Unrestricted Revenue

- Undesignated funds which PCLF Board can commit all or a portion to PCLS for agreed upon programs/services in fiscal year

### Temporarily Restricted Revenue

- Designated funds (typically) from sources like Friends groups, GTCF, etc., in support of priority and/or special PCLS projects

### Constituency

- A group of donors/prospects categorized to ensure more personalized, meaningful engagement

### Constituency Gifts

- The number of gifts, not necessarily number of donors, from each donor constituency

### Constituency Revenue

- All committed revenue from each donor constituency

### Acquired Donor Rate (YTD)

- How the total number of new donors acquired in the current fiscal year compares to the number of constituents who gave over the previous five years

### Acquired Revenue Rate (YTD)

- How much newly acquired donors gave — in total — during the current fiscal year

### Retained Donor Rate (YTD)

- How the total number of donors from the previous year — as a percentage — gave again during current year

### Retained Revenue Rate (YTD)

- How retained revenue amount compares to previous year's overall giving from retained donors

### Retained Donors (1<sup>st</sup> Year)

- A donor who gave their first gift last fiscal year and gave again in the current fiscal year

### Recaptured Donor Rate (YTD)

- How the total number of donors who lapsed in their giving last year and have given again this year compares to everyone who gave two to five years ago but not last year

### Recaptured Revenue Rate (YTD)

- How recaptured revenue amount compares to the previous fiscal year's recaptured revenue

### LYBUNT (YTD)

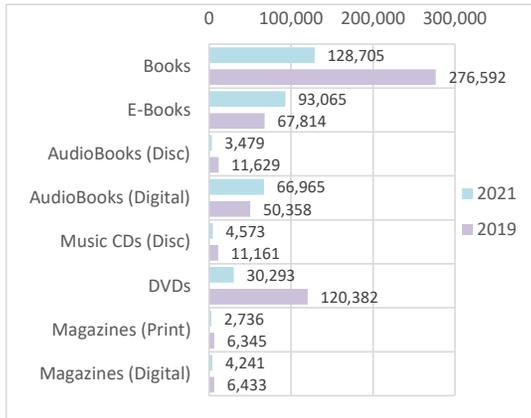
- Gifts which came in Last Year But Unfortunately Not This year

### LYBUNT (1<sup>st</sup> Year) — a subset of LYBUNTS

- First time gifts which came in Last Year But Unfortunately Not This year

## Collection Use - July 2021 vs July 2019

### July 2021 vs July 2019 Checkouts



### Data Table

Categories	July 2021	July 2019	% Change
Books	128,705	276,592	-53.47%
E-Books	93,065	67,814	37.24%
AudioBooks (Disc)	3,479	11,629	-70.08%
AudioBooks (Digital)	66,965	50,358	32.98%
Music CDs (Disc)	4,573	11,161	-59.03%
DVDs	30,293	120,382	-74.84%
Magazines (Print)	2,736	6,345	-56.88%
Magazines (Digital)	4,241	6,433	-34.07%
<b>Totals:</b>	<b>334,057</b>	<b>550,714</b>	<b>-39.34%</b>

## Activity - July 2021 vs July 2019

Location	Checkouts			Visitors		
	July 2021	July 2019	% Change	July 2021	July 2019	% Change
Administrative Center	2,803	4,891	-42.7%	117	2,423	-95.2%
Anderson Island	338	818	-58.7%	No Door Counter for Anderson Island		
Bonney Lake	12,243	27,477	-55.4%	3,804	12,029	-68.4%
Buckley	4,256	8,905	-52.2%	2,076	4,512	-54.0%
DuPont	4,953	11,648	-57.5%	2,465	5,392	-54.3%
Eatonville	3,196	9,004	-64.5%	2,051	7,498	-72.6%
Fife	2,169	6,794	-68.1%	872	3,884	-77.5%
Gig Harbor	28,189	58,927	-52.2%	6,293	22,919	-72.5%
Graham	9,674	23,260	-58.4%	2,874	9,270	-69.0%
Inter-Library Loan	294	405	-27.4%	No "visitors" for Inter-Library Loan		
Key Center	6,795	14,296	-52.5%	2,473	5,599	-55.8%
Lakewood	10,105	41,859	-75.9%	4,526	22,227	-79.6%
Milton / Edgewood	6,091	13,687	-55.5%	2,081	7,025	-70.4%
Orting	2,780	8,273	-66.4%	772	4,015	-80.8%
Overdrive	160,030	118,172	35.4%	n/a	n/a	-
Outreach	1,800	7,013	-74.3%	285	2,076	-86.3%
Parkland / Spanaway	9,866	34,801	-71.7%	5,000	20,636	-75.8%
South Hill	20,260	52,180	-61.2%	4,059	17,916	-77.3%
Steilacoom	5,824	11,499	-49.4%	3,112	7,797	-60.1%
Summit	7,909	21,555	-63.3%	2,068	9,597	-78.5%
Sumner	8,614	21,684	-60.3%	2,219	11,930	-81.4%
Tillicum	651	2,937	-77.8%	639	2,962	-78.4%
University Place	21,106	46,037	-54.2%	4,347	21,184	-79.5%
<b>Total</b>	<b>329,946</b>	<b>546,122</b>	<b>-39.6%</b>	<b>52,133</b>	<b>200,891</b>	<b>-74.0%</b>

## Technology Use - July 2021 vs July 2019

	July 2021	July 2019	% Change
PC/Laptop Sessions	2,130	28,894	-92.6%
Wi-Fi Sessions	32,434	80,289	-59.6%

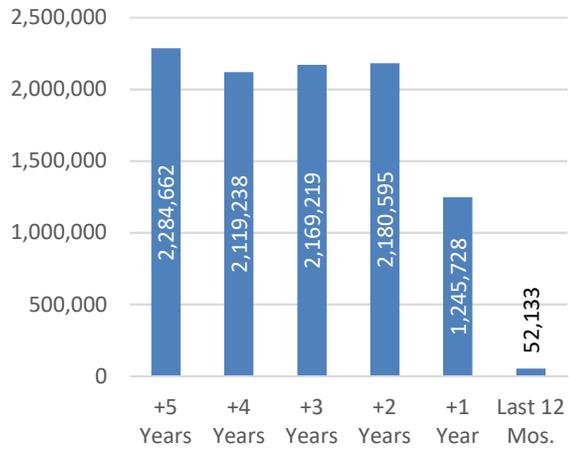
### NOTE:

The COVID pandemic impacted regular PCLS operations beginning in March 2020. Since that time we have worked within public health guidance and available resources to resume our usual operations. During that time we provided a dashboard cover page to capture the range of services offered and how they were used. We're delighted that at this point all but two of our locations have resumed in branch services.

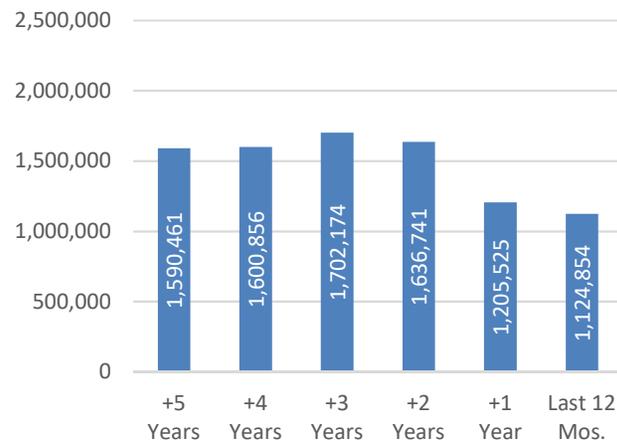
This month we are discontinuing the COVID response cover page and next month will resume showing our regular use statistics. This page gives a summary of the differences between July 2019 and July 2021 checkouts and visits. As you can see, there are significant reductions in checkouts of physical materials and corresponding increases in use of online materials. Library visits are also down. It's too soon to draw any conclusions from this information -- some branches only opened for in-branch service at the end of July, but we will monitor this over the next few months to understand any long term trends.

# Customers / Visits - July 2021

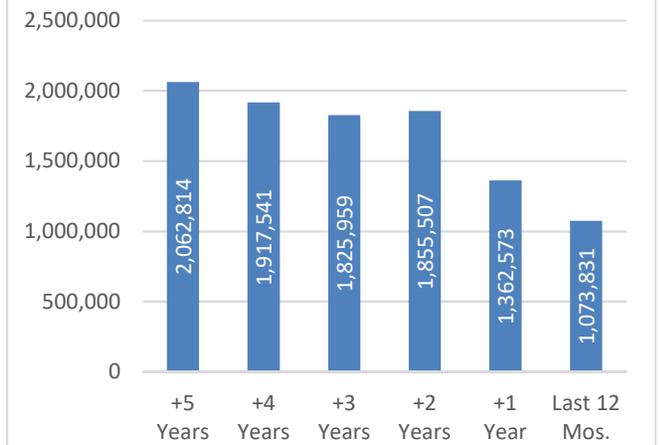
## Branch Visits



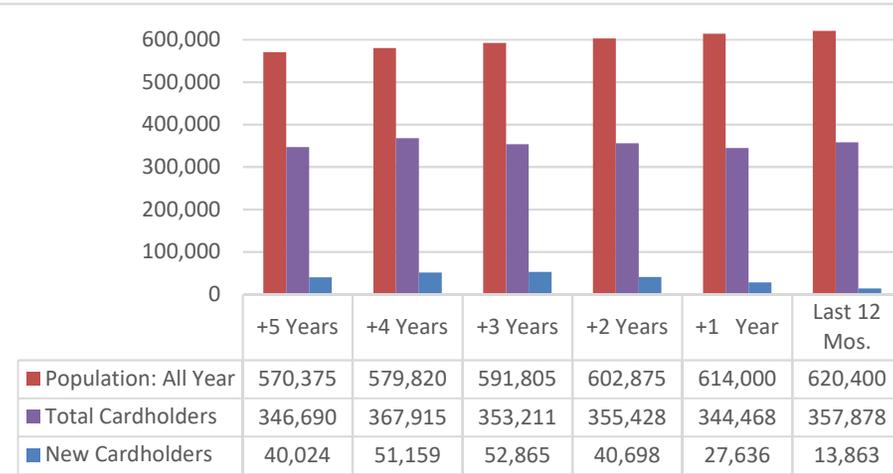
## Catalog Visits



## Website Visits



## PCLS Cardholder Statistics



## July and Rolling 12-Month Comparison

	July 2021	July 2020	% Change July Year Over Year	Rolling Last 12 Months	Rolling 12 Months +1 Year	% Change Year Over Year
Branch Visits	52,133	0	-	52,133	1,245,728	-95.8%
Catalog Visits	85,646	66,545	28.7%	1,124,854	1,205,525	-6.7%
Public Website Visits	85,725	78,303	9.5%	1,073,831	1,362,573	-21.2%

## Technology

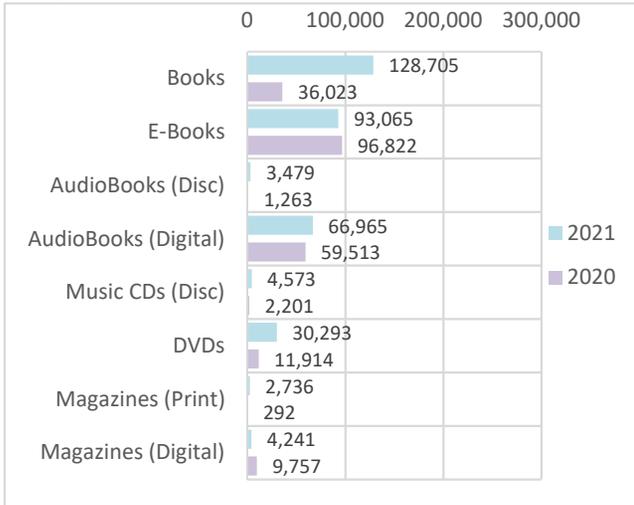
	July 2021	July 2020	% Change July Year Over Year	Rolling Last 12 Months	Rolling 12 Months +1 Year	% Change Year Over Year
PC/Laptop Sessions	2,130	0	-	3,607	173,793	-97.9%
Wi-Fi Sessions	32,434	15,737	106.1%	284,241	583,412	-51.3%

## Public Spaces Usage

	2021	Rolling Last 12 Months	Rolling Last 12 Months	% Change Year Over Year
# of Public Meeting Uses	0	0	7,196	-100.0%
# of Attendees	0	0	86,132	-100.0%

# Collection Use - July 2021

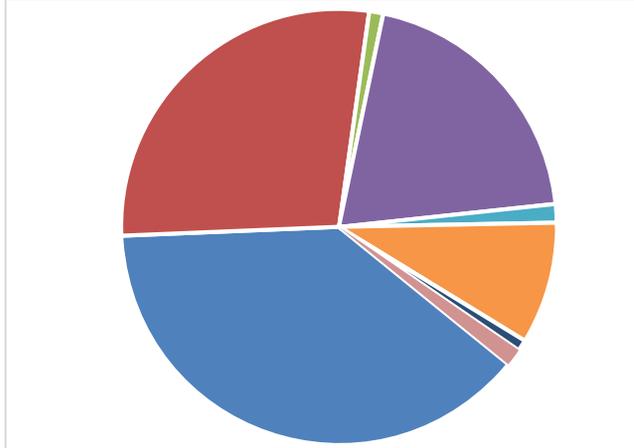
## July 2021 vs July 2020 Checkouts



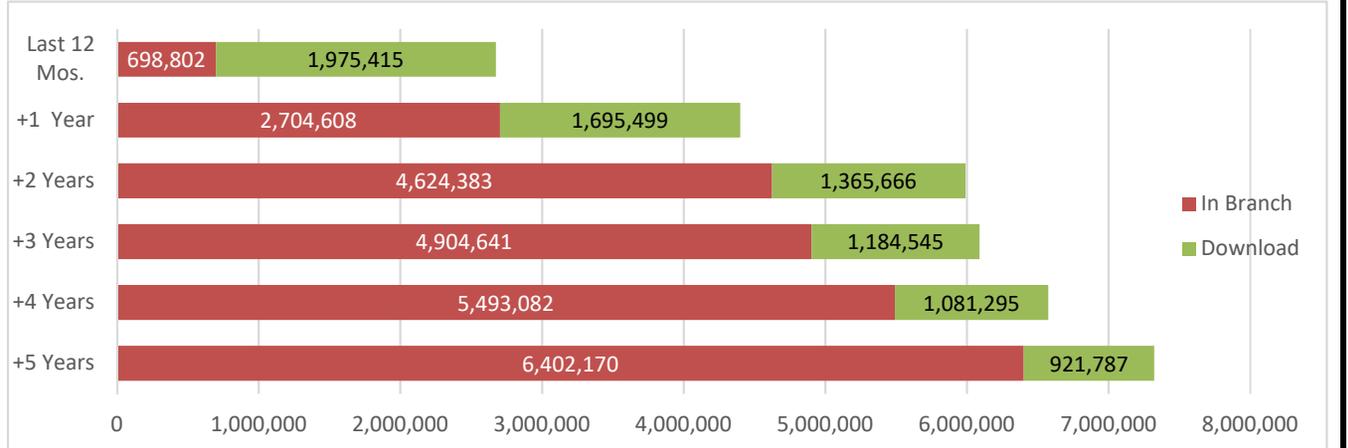
## Data Table

Categories	June 2021	July 2021	July 2020	% Change of July Year Over Year	% of Total July 2021 Checkouts	Rolling Last 12 Months	Rolling 12 Months +1 Year	% Change 12 Months Year Over Year
Books	107,664	128,705	36,023	257.29%	38.53%	1,282,903	1,698,966	-24.49%
E-Books	92,649	93,065	96,822	-3.88%	27.86%	1,138,188	943,092	20.69%
AudioBooks (Disc)	3,168	3,479	1,263	175.46%	1.04%	38,058	70,704	-46.17%
AudioBooks (Digital)	65,506	66,965	59,513	12.52%	20.05%	749,508	649,481	15.40%
Music CDs (Disc)	3,840	4,573	2,201	107.77%	1.37%	50,285	76,058	-33.89%
DVDs	27,119	30,293	11,914	154.26%	9.07%	343,715	800,109	-57.04%
Magazines (Print)	1,218	2,736	292	836.99%	0.82%	7,240	43,643	-83.41%
Magazines (Digital)	3,924	4,241	9,757	-56.53%	1.27%	87,719	102,926	-14.77%
<b>Totals:</b>	<b>305,088</b>	<b>334,057</b>	<b>217,785</b>	<b>53.39%</b>	<b>100.00%</b>	<b>3,697,616</b>	<b>4,384,979</b>	<b>-15.68%</b>

## Checkouts By Format - July 2021



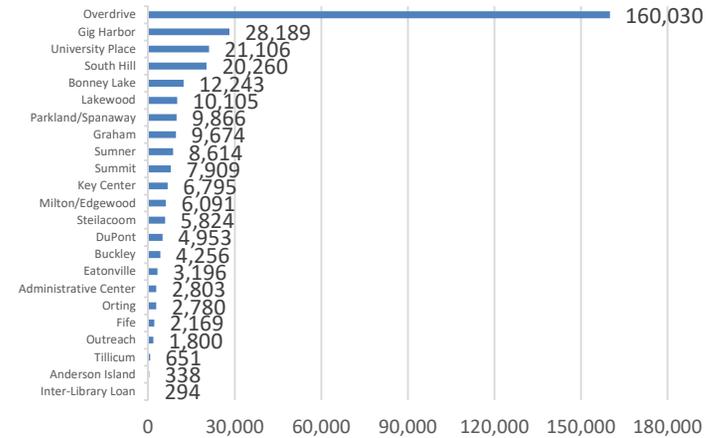
## Collection Checkouts



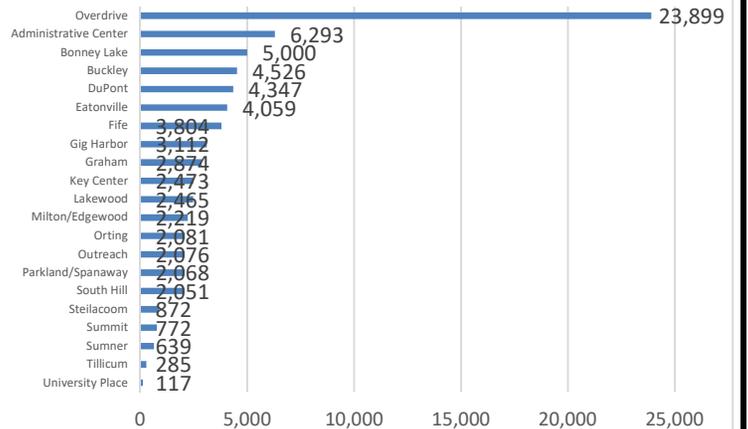
# Activity - July 2021

Location	Checkouts				Visitors			
	July 2021	Last 12 Mo.	+1 Year	% Change	July 2021	Last 12 Mo.	+1 Year	% Change
Administrative Center	2,803	27,122	40,609	-33.2%	117	117	5,193	-97.7%
Anderson Island	338	4,164	6,273	-33.6%	No Door Counter for Anderson Island			
Bonney Lake	12,243	60,850	166,589	-63.5%	3,804	3,804	32,735	-88.4%
Buckley	4,256	36,425	51,863	-29.8%	2,076	2,076	53,987	-96.2%
DuPont	4,953	58,167	71,320	-18.4%	2,465	2,465	28,299	-91.3%
Eatonville	3,196	36,601	57,965	-36.9%	2,051	2,051	34,338	-94.0%
Fife	2,169	25,775	41,554	-38.0%	872	872	39,003	-97.8%
Gig Harbor	28,189	283,591	376,573	-24.7%	6,293	6,293	57,812	-89.1%
Graham	9,674	84,169	145,258	-42.1%	2,874	2,874	109,801	-97.4%
Inter-Library Loan	294	2,902	2,471	17.4%	No "visitors" for Inter-Library Loan			
Key Center	6,795	62,104	93,065	-33.3%	2,473	2,473	49,174	-95.0%
Lakewood	10,105	128,316	263,528	-51.3%	4,526	4,526	78,108	-94.2%
Milton / Edgewood	6,091	61,725	87,650	-29.6%	2,081	2,081	119,793	-98.3%
Orting	2,780	35,785	55,520	-35.5%	772	772	39,936	-98.1%
Overdrive	160,030	1,887,696	1,592,573	18.5%	23,899	282,289	276,540	2.1%
Outreach	1,800	18,919	34,519	-45.2%	285	285	21,869	-98.7%
Parkland / Spanaway	9,866	97,403	217,629	-55.2%	5,000	5,000	60,610	-91.8%
South Hill	20,260	197,098	320,513	-38.5%	4,059	4,059	133,632	-97.0%
Steilacoom	5,824	52,720	70,703	-25.4%	3,112	3,112	87,758	-96.5%
Summit	7,909	98,061	139,766	-29.8%	2,068	2,068	50,196	-95.9%
Sumner	8,614	100,917	140,001	-27.9%	2,219	2,219	57,317	-96.1%
Tillicum	651	8,416	19,765	-57.4%	639	639	55,724	-98.9%
University Place	21,106	199,766	301,474	-33.7%	4,347	4,347	47,474	-90.8%
<b>Total</b>	<b>329,946</b>	<b>3,568,692</b>	<b>4,297,181</b>	<b>-17.0%</b>	<b>76,032</b>	<b>334,422</b>	<b>1,439,299</b>	<b>-76.8%</b>

## July Checkouts



## July Visitors



## Branch Closure Information - Last 12 Months

Location	Start Date	End Date	Duration	Location	Start Date	End Date	Duration
Full System Closure	3/14/2020	System closure continued through May 2021					

Visitors: July 2021 counts are included in the Last 12 Mo. count for the branch locations.

# Monthly Financial Reports

## July 31, 2021

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**All bold notes refer to current month activity or updates to prior months**

### General Fund

**On August 31, the Library recorded \$224,000 of property tax and other County distributed revenue. The amount yet to be collected for 2020 is about \$202,000, of which \$28,000 to \$59,000 will be collected throughout 2021. In December, we will propose adding the received amounts from 2020 to be added into the Levy Sustainability Fund.**

#### July

- **On June 30, the Library recorded \$160,000 of property tax and other County distributed revenue. The amount yet to be collected for 2020 is about \$217,000, of which \$43,000 to \$74,000 will be collected throughout 2021.**
- **54501. Includes a \$23,800 catchup payments to the City of Orting for the lease of the facility (they were sending invoices to a non-existent email account, which has since been corrected on their end).**

#### April - June

- On June 30, the Library recorded \$355,000 of property tax and other County distributed revenue. The amount yet to be collected for 2020 is about \$232,000, of which \$57,000 to \$87,000 will be collected throughout 2021.
- No other significant activity to note outside of normal monthly operations.
- On May 31, the Library recorded \$2,824,000 of property tax and other County distributed revenue. The amount yet to be collected for 2020 is about \$255,000, of which \$80,000 to \$110,000 will be collected throughout 2021.
- 54998. The US Bank Clearing balance for all of 2021 has been reconciled fully to the cent through May. We are now fully caught up.
- 53505. Includes the annual renewal license of \$206,000 for Polaris.
- On April 30, the Library recorded \$16,438,000 of property tax and other County distributed revenue. The amount yet to be collected for 2020 is about \$288,000, of which \$100,000 to \$150,000 will be collected throughout 2021.
- 54998. The US Bank Clearing balance for all of 2020 has been reconciled fully to the cent. We are now working on 2021. The reconciliation process largely involves the manual processing of credits that occurred on the US Bank statements.

- No other significant activity to note outside of normal monthly operations.

January - March

- On April 30, the Library recorded \$16,438,000 of property tax and other County distributed revenue. The amount yet to be collected for 2020 is about \$341,000, of which \$150,000 to \$200,000 will be collected throughout 2021.
- 54998. The US Bank Clearing balance for all of 2020 is no being reconciled. An estimated total of \$3,275 will be worked on through April prior to filing the annual report. The reconciliation process largely involves the manual processing of credits that occurred on the US Bank statements.
- No other significant activity to note outside of normal monthly operations.
- On February 28, the Library recorded \$887,000 of property tax and other County distributed revenue. The amount yet to be collected for 2020 is about \$393,000, of which \$200,000 to \$250,000 will be collected throughout 2021.
- 54998. The US Bank Clearing balance for all of 2020 is now complete and the reconciliation process commences. An estimated total of \$3,275 will be worked on through April prior to filing the annual report. The reconciliation process largely involves the manual processing of credits that occurred on the US Bank statements.
- On January 31, the Library recorded \$91,000 of property tax and other County distributed revenue. While this amount is short of the remaining \$440,000 for total 2020 receipts, most will be recovered throughout 2021 and then applied to the Levy Sustainability Fund.
- 54120. Includes annual renewal for Microsoft services.
- 54501. Includes semi-annual payment for UP shared costs.
- 54998. The US Bank Clearing balance through October 2020 is complete and \$2,872,611.81 in total was distributed to the appropriate line items in the General and Capital Funds. November-December will be completed in March.

**Capital Improvement Projects Fund**

**July**

- **54120. Includes \$12,000 payment to EHS-I for continuing work at the Buckley Library for site assessment.**
- **56410. Includes Board-approved purchases for two vehicles totaling \$76,700.**

April - June

- 54120. Includes ACL UST removal costs (budget will be corrected from Independent Contractors).

January - March

- 54120. Includes payment to the Barsness Group for the 2021 Libraries Reimagined work.

- 54120. Also includes EHS-I continued work at the Buckley Library.
- 56280. Includes payment for Parkland/Spanaway Library furnishings.

**Special Purpose Fund**

January-July

- No significant activity.

**Levy Sustainability Fund**

January-July

- No significant activity.

**Debt Service Fund**

January-July

- No significant activity.

**US BANK Clearing Distributions**

Fiscal Month	Original Payment	General Fund Posting	Capital Fund Posting	Outstanding*
January 2021	\$ 157,475.26	\$ 157,475.26	\$ - 0 -	\$ - 0 -
February 2021	270,285.27	270,285.27	- 0 -	- 0 -
March 2021	248,778.36	248,778.36	- 0 -	- 0 -
April 2021	321,388.23	321,388.23	- 0 -	- 0 -
May 2021	344,914.94	344,914.94	- 0 -	- 0 -
June 2021	194,606.26	194,606.26	- 0 -	- 0 -
July 2021	354,613.24	354,613.24	- 0 -	- 0 -
2021 YTD	\$ 1,834,644.13	\$ 1,834,644.13	\$ - 0 -	\$ - 0 -

\* Outstanding items from processed months are credits or transactions that require additional work, which will be completed by yearend. We have developed a process involving journal entries that will resolve the outstanding items as noted, which will begin to be applied in November.

**PIERCE COUNTY LIBRARY SYSTEM  
STATEMENT OF FINANCIAL POSITION  
July 31, 2021**

	GENERAL FUND	SPECIAL PURPOSE FUND	LEVY SUSTAINABILITY FUND	DEBT SERVICE FUND	CAPITAL IMPROVEMENT PROJECTS FUND
<b>ASSETS</b>					
<b>Current Assets</b>					
Cash	\$ 208,546	\$ 2,000	\$ 2,000	\$ 100	\$ 140,571
Investments	\$ 12,757,233	\$ 4,107,294	\$ 8,470,754	\$ 88,573	\$ 2,831,162
Accrued Interest on Investments	\$ 3,602	\$ (1,354)	\$ 184	\$ 7	\$ (1,918)
<b>Total Current Assets</b>	<b>\$ 12,969,382</b>	<b>\$ 4,107,940</b>	<b>\$ 8,472,937</b>	<b>\$ 88,680</b>	<b>\$ 2,969,815</b>
<b>TOTAL ASSETS</b>	<b>\$ 12,969,382</b>	<b>\$ 4,107,940</b>	<b>\$ 8,472,937</b>	<b>\$ 88,680</b>	<b>\$ 2,969,815</b>
<b>LIABILITIES</b>					
<b>Current Liabilities</b>					
Warrants Payable*	\$ 2,533	\$ -	\$ -	\$ -	\$ -
Sales Tax Payable*	\$ 98	\$ -	\$ -	\$ -	\$ -
Payroll Payable	\$ (1,286)	\$ -	\$ -	\$ -	\$ -
US Bank Payable*	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Current Liabilities</b>	<b>\$ 1,344</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 1,344</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND BALANCE</b>					
Reserve for Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -
Election Set-Aside		\$ 1,020,451	\$ -		
Land/Property/Facility Set-Aside		\$ 2,830,117	\$ -		
Unreserved Fund Balance	\$ 12,968,038	\$ 257,372	\$ 8,472,937	\$ 88,680	\$ 2,969,815
<b>TOTAL FUND BALANCE</b>	<b>\$ 12,968,038</b>	<b>\$ 4,107,940</b>	<b>\$ 8,472,937</b>	<b>\$ 88,680</b>	<b>\$ 2,969,815</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 12,969,382</b>	<b>\$ 4,107,940</b>	<b>\$ 8,472,937</b>	<b>\$ 88,680</b>	<b>\$ 2,969,815</b>
<b>BEGINNING FUND BALANCE, 01/01/20</b>					
	\$ 9,743,461	\$ 3,918,105	\$ 8,467,339	\$ 88,623	\$ 3,240,090
YTD Revenue	\$ 23,031,565	\$ 189,835	\$ 5,598	\$ 57	\$ 39,787
Transfers In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
YTD Expenditures	\$ (19,806,989)	\$ -	\$ -	\$ -	\$ (310,062)
<b>ENDING FUND BALANCE, 07/31/21</b>	<b>\$ 12,968,038</b>	<b>\$ 4,107,940</b>	<b>\$ 8,472,937</b>	<b>\$ 88,680</b>	<b>\$ 2,969,815</b>
<b>TAXES RECEIVABLE</b>	<b>\$ 19,256,366</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* Does not include Munis payables  
These will be applied to each month  
prior to closing the fiscal year.

**PIERCE COUNTY LIBRARY SYSTEM  
COMPARATIVE STATEMENT OF FINANCIAL POSITION  
General Fund as of July 31, 2021**

	<i>HISTORICAL</i> 7/31/2020	<i>HISTORICAL</i> 8/31/2020	<i>HISTORICAL</i> 9/30/2020	<i>HISTORICAL</i> 10/31/2020	<i>HISTORICAL</i> 11/30/2020	<i>HISTORICAL</i> 12/31/2020	<i>HISTORICAL</i> 1/31/2021	<i>HISTORICAL</i> 2/28/2021	<i>HISTORICAL</i> 3/31/2021	<i>HISTORICAL</i> 4/30/2021	<i>HISTORICAL</i> 5/31/2021	<i>HISTORICAL</i> 6/30/2021	<i>CURRENT</i> 7/31/2021
<b>ASSETS</b>													
<b>Current Assets</b>													
Cash	\$ 538,305	\$ 457,547	\$ 14,759,992	\$ 14,759,992	\$ 293,860	\$ 2,247,241	\$ 105,897	\$ 417,734	\$ 2,350,277	\$ 16,720,235	\$ 3,643,079	\$ 777,789	\$ 208,546
Investments	\$ 12,457,858	\$ 10,210,283	\$ 6,216,051	\$ 6,216,051	\$ 17,617,730	\$ 7,619,546	\$ 6,620,411	\$ 4,790,917	\$ 2,401,546	\$ 1,601,546	\$ 14,451,546	\$ 14,955,189	\$ 12,757,233
Accrued Interest on Investments	\$ 3,597	\$ 3,589	\$ 3,577	\$ 3,577	\$ 3,607	\$ 3,599	\$ 3,599	\$ 3,596	\$ 3,599	\$ 3,599	\$ 3,599	\$ 3,608	\$ 3,602
Deposits Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Current Assets</b>	<b>\$ 12,999,761</b>	<b>\$ 10,671,418</b>	<b>\$ 20,979,620</b>	<b>\$ 20,979,620</b>	<b>\$ 17,915,197</b>	<b>\$ 9,870,386</b>	<b>\$ 6,729,907</b>	<b>\$ 5,212,248</b>	<b>\$ 4,755,422</b>	<b>\$ 18,325,379</b>	<b>\$ 18,098,224</b>	<b>\$ 15,736,585</b>	<b>\$ 12,969,382</b>
<b>TOTAL ASSETS</b>	<b>\$ 12,999,761</b>	<b>\$ 10,671,418</b>	<b>\$ 20,979,620</b>	<b>\$ 20,979,620</b>	<b>\$ 17,915,197</b>	<b>\$ 9,870,386</b>	<b>\$ 6,729,907</b>	<b>\$ 5,212,248</b>	<b>\$ 4,755,422</b>	<b>\$ 18,325,379</b>	<b>\$ 18,098,224</b>	<b>\$ 15,736,585</b>	<b>\$ 12,969,382</b>
<b>LIABILITIES</b>													
<b>Current Liabilities</b>													
Warrants Payable*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,723	\$ 2,533	\$ 2,533	\$ 2,533
Sales Tax Payable*	\$ 790	\$ 790	\$ (11)	\$ (11)	\$ (11)	\$ (11)	\$ (11)	\$ 98	\$ 98	\$ 98	\$ 98	\$ 98	\$ 98
Payroll Payable	\$ 129,080	\$ 151,695	\$ 131,399	\$ 131,399	\$ 149,867	\$ 176,335	\$ 137,220	\$ 157,023	\$ 175,831	\$ 136,354	\$ 156,680	\$ 174,002	\$ (1,286)
<b>Total Current Liabilities</b>	<b>\$ 129,870</b>	<b>\$ 152,484</b>	<b>\$ 131,388</b>	<b>\$ 131,388</b>	<b>\$ 149,856</b>	<b>\$ 176,324</b>	<b>\$ 137,209</b>	<b>\$ 157,121</b>	<b>\$ 175,929</b>	<b>\$ 139,175</b>	<b>\$ 159,311</b>	<b>\$ 176,633</b>	<b>\$ 1,344</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 129,870</b>	<b>\$ 152,484</b>	<b>\$ 131,388</b>	<b>\$ 131,388</b>	<b>\$ 149,856</b>	<b>\$ 176,324</b>	<b>\$ 137,209</b>	<b>\$ 157,121</b>	<b>\$ 175,929</b>	<b>\$ 139,175</b>	<b>\$ 159,311</b>	<b>\$ 176,633</b>	<b>\$ 1,344</b>
<b>FUND BALANCE</b>													
Reserve for Encumbrance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved Fund Balance	\$ 12,869,891	\$ 10,518,934	\$ 20,848,232	\$ 20,848,232	\$ 17,765,341	\$ 9,694,062	\$ 6,592,697	\$ 5,055,127	\$ 4,579,493	\$ 18,186,204	\$ 17,938,913	\$ 15,559,953	\$ 12,968,038
<b>TOTAL FUND BALANCE</b>	<b>\$ 12,869,891</b>	<b>\$ 10,518,934</b>	<b>\$ 20,848,232</b>	<b>\$ 20,848,232</b>	<b>\$ 17,765,341</b>	<b>\$ 9,694,062</b>	<b>\$ 6,592,697</b>	<b>\$ 5,055,127</b>	<b>\$ 4,579,493</b>	<b>\$ 18,186,204</b>	<b>\$ 17,938,913</b>	<b>\$ 15,559,953</b>	<b>\$ 12,968,038</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 12,999,761</b>	<b>\$ 10,671,418</b>	<b>\$ 20,979,620</b>	<b>\$ 20,979,620</b>	<b>\$ 17,915,197</b>	<b>\$ 9,870,386</b>	<b>\$ 6,729,907</b>	<b>\$ 5,212,248</b>	<b>\$ 4,755,422</b>	<b>\$ 18,325,379</b>	<b>\$ 18,098,224</b>	<b>\$ 15,736,585</b>	<b>\$ 12,969,382</b>
<b>PROPERTY TAXES RECEIVABLE</b>	<b>\$ 19,322,607</b>	<b>\$ 19,038,022</b>	<b>\$ 3,750,424</b>	<b>\$ 3,750,424</b>	<b>\$ 1,058,458</b>	<b>\$ 765,929</b>	<b>\$ 41,978,393</b>	<b>\$ 41,104,721</b>	<b>\$ 39,044,457</b>	<b>\$ 22,601,596</b>	<b>\$ 19,774,356</b>	<b>\$ 19,417,369</b>	<b>\$ 19,256,366</b>

\* Does not include Munis payables  
These will be applied to each month  
prior to closing the fiscal year.

**PIERCE COUNTY LIBRARY SYSTEM**  
**STATEMENT OF REVENUE & EXPENDITURES**  
For the Period Ending July 31, 2021

<b>GENERAL FUND - 01</b>	<b>2021 BUDGET</b>	<b>YEAR TO DATE</b>	<b>ENCUMBRANCES</b>	<b>BUDGET BALANCE</b>	<b>% OF BUDGET</b>
<b>REVENUE</b>					
Property Tax & Related Income	\$ 38,353,400	\$ 22,904,111	\$ -	\$ 15,449,289	60%
Other Revenue	\$ 1,044,500	\$ 127,454	\$ -	\$ 917,046	12%
<b>TOTAL REVENUE</b>	<b>\$ 39,397,900</b>	<b>\$ 23,031,565</b>	<b>\$ -</b>	<b>\$ 16,366,335</b>	<b>58%</b>
<b>EXPENDITURES</b>					
Personnel/Taxes and Benefits	\$ 27,623,800	\$ 14,875,714	\$ -	\$ 12,748,086	54%
Materials	\$ 4,582,200	\$ 1,971,876	\$ -	\$ 2,610,324	43%
Maintenance and Operations	\$ 6,811,900	\$ 2,959,399	\$ -	\$ 3,852,501	43%
Transfers Out & Reserves	\$ 380,000	\$ -	\$ -	\$ 380,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 39,397,900</b>	<b>\$ 19,806,989</b>	<b>\$ -</b>	<b>\$ 19,590,911</b>	<b>50%</b>
Excess/(Deficit)		\$ 3,224,576			
Additional Transfers Out		-			
<b>NET EXCESS (DEFICIT)</b>		<b>\$ 3,224,576</b>			

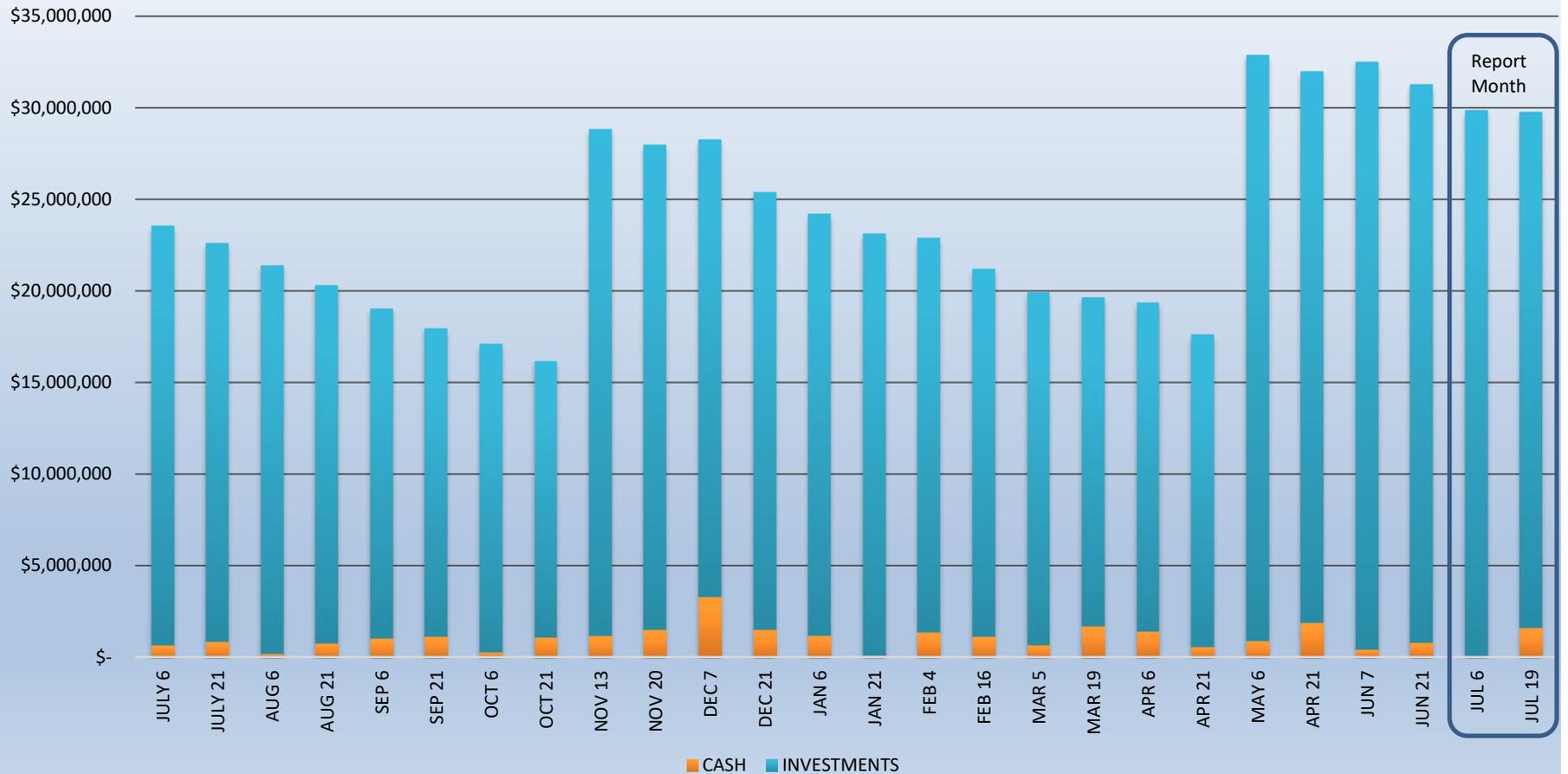
<b>SPECIAL PURPOSE FUND - 15</b>	<b>2021 BUDGET</b>	<b>YEAR TO DATE</b>	<b>ENCUMBRANCES</b>	<b>BUDGET BALANCE</b>	<b>% OF BUDGET</b>
<b>REVENUE</b>					
Use of Fund Balance	\$ -	\$ -	\$ -	\$ -	-
Transfers In	\$ -	\$ -	\$ -	\$ -	-
Investment Income	\$ -	\$ 2,671	\$ -	\$ (2,671)	-
<b>TOTAL REVENUE</b>	<b>\$ -</b>	<b>\$ 2,671</b>	<b>\$ -</b>	<b>\$ (2,671)</b>	<b>-</b>
<b>EXPENDITURES</b>					
Election Costs	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
Excess/(Deficit)		\$ 2,671			
Additional Transfers In		\$ -			
<b>NET EXCESS (DEFICIT)</b>		<b>\$ 2,671</b>			

<b>LEVY SUSTAINABILITY FUND - 16</b>	<b>2021 BUDGET</b>	<b>YEAR TO DATE</b>	<b>ENCUMBRANCES</b>	<b>BUDGET BALANCE</b>	<b>% OF BUDGET</b>
<b>REVENUE</b>					
Use of Fund Balance	\$ -	\$ -	\$ -	\$ -	-
Transfers In	\$ -	\$ -	\$ -	\$ -	-
Investment Income	\$ -	\$ 5,598	\$ -	\$ (5,598)	-
<b>TOTAL REVENUE</b>	<b>\$ -</b>	<b>\$ 5,598</b>	<b>\$ -</b>	<b>\$ (5,598)</b>	<b>-</b>
<b>EXPENDITURES</b>					
Election Costs	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
Excess/(Deficit)		\$ 5,598			
Additional Transfers In		\$ -			
<b>NET EXCESS (DEFICIT)</b>		<b>\$ 5,598</b>			

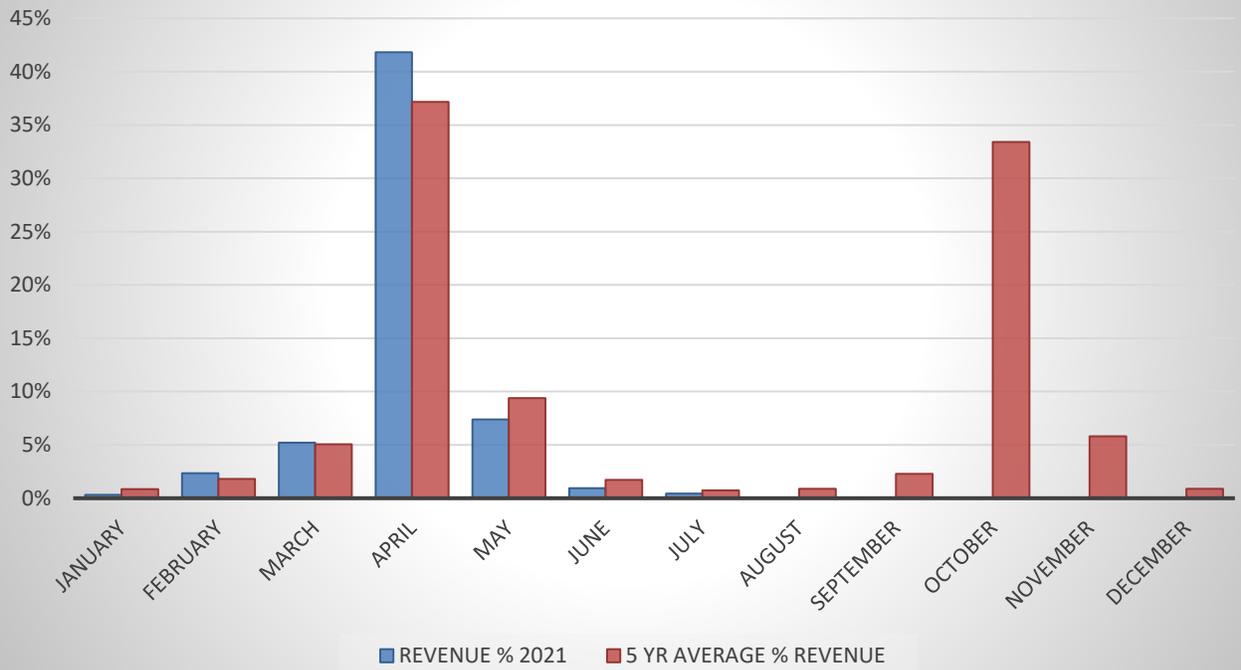
<b>DEBT SERVICE FUND - 20</b>	<b>2021 BUDGET</b>	<b>YEAR TO DATE</b>	<b>ENCUMBRANCES</b>	<b>BUDGET BALANCE</b>	<b>% OF BUDGET</b>
<b>REVENUE</b>					
Property Tax & Related Income	\$ -	\$ -	\$ -	\$ -	-
Other Revenue	\$ -	\$ 57	\$ -	\$ (57)	-
<b>TOTAL REVENUE</b>	<b>\$ -</b>	<b>\$ 57</b>	<b>\$ -</b>	<b>\$ (57)</b>	<b>-</b>
<b>EXPENDITURES</b>					
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>NET EXCESS (DEFICIT)</b>		<b>\$ 57</b>			

<b>CAPITAL IMPROVEMENT PROJECTS FUND - 30</b>	<b>2021 BUDGET</b>	<b>YEAR TO DATE</b>	<b>ENCUMBRANCES</b>	<b>BUDGET BALANCE</b>	<b>% OF BUDGET</b>
<b>REVENUE</b>					
Use of Fund Balance	\$ 2,095,000	\$ -	\$ -	\$ 2,095,000	0%
Transfers In	\$ -	\$ -	\$ -	\$ -	-
Other Revenue	\$ -	\$ 39,787	\$ -	\$ (39,787)	-
<b>TOTAL REVENUE</b>	<b>\$ 2,095,000</b>	<b>\$ 39,787</b>	<b>\$ -</b>	<b>\$ 2,055,213</b>	<b>2%</b>
<b>EXPENDITURES</b>					
Capital Improvement Projects	\$ 2,095,000	\$ 310,062	\$ -	\$ 1,784,938	15%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,095,000</b>	<b>\$ 310,062</b>	<b>\$ -</b>	<b>\$ 1,784,938</b>	<b>15%</b>
Excess/(Deficit)		\$ (270,275)			
Additional Transfers In		-			
<b>NET EXCESS (DEFICIT)</b>		<b>\$ (270,275)</b>			

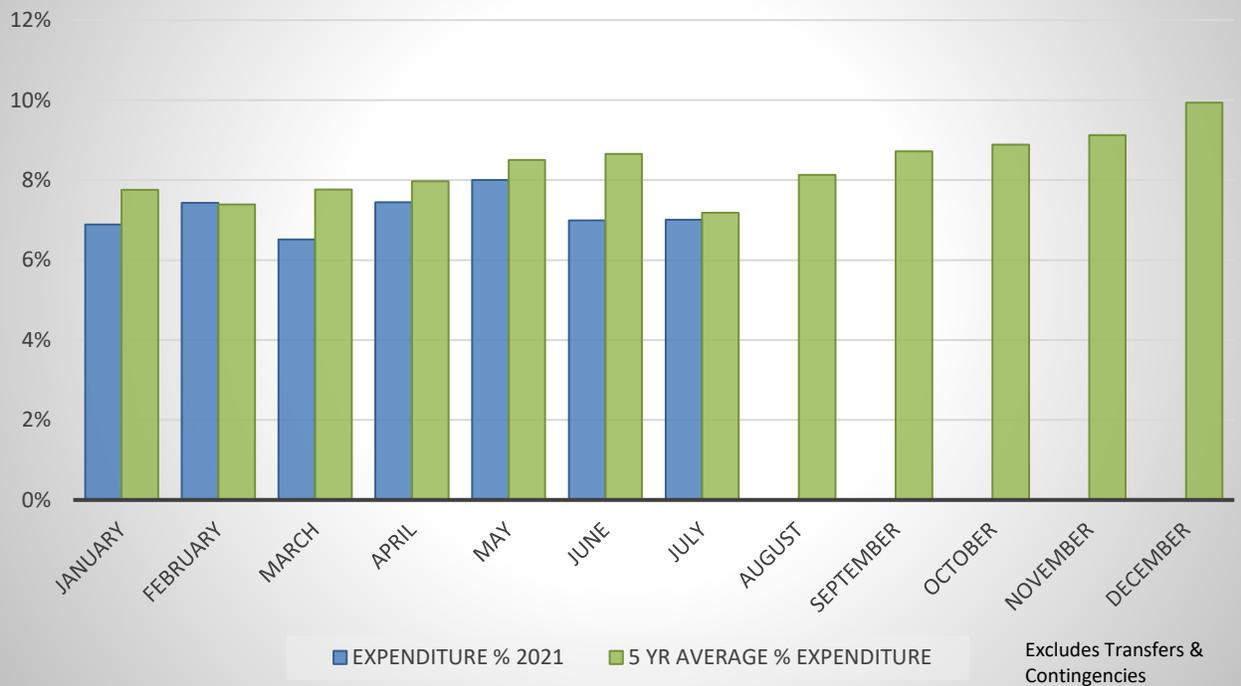
**CASH & INVESTMENTS - SEMI-MONTHLY**  
**2021 - ALL FUNDS COMBINED (EXCLUDES DEBT SERVICE FUND)**  
**- 13 MONTHS MOVING -**



### GENERAL FUND - REVENUE TREND (%) THROUGH JULY 2021



### GENERAL FUND - EXPENDITURE TREND (%) THROUGH JULY 2021



Pierce County Library System  
 Board Report - Budget to Actual by Object  
 Report as of: 7/31/2021

**FUND: GENERAL FUND (01)**

Object	2021 Budget	July Actual	Year-To-Date Actual	Encumbrance s	Balance	Expend %
<b>REVENUE ACCOUNTS</b>						
31111 PROPERTY TAX--CURRENT	37,701,400.00	138,472.72	22,369,651.67	0.00	15,331,748.33	59.33
31112 PROPERTY TAX--DELINQUENT	478,000.00	21,992.86	412,643.11	0.00	65,356.89	86.33
31113 PROPERTY TAX--KING COUNTY	60,000.00	482.40	51,634.05	0.00	8,365.95	86.06
31130 SALE OF TAX TITLE PROPERTY	6,000.00	0.00	7,456.27	0.00	(1,456.27)	124.27
31720 LEASEHOLD EXCISE TAX	20,000.00	0.00	17,489.16	0.00	2,510.84	87.45
31740 TIMBER EXCISE TAX	63,000.00	0.00	39,545.60	0.00	23,454.40	62.77
<b>TAXES:</b>	<b>38,328,400.00</b>	<b>160,947.98</b>	<b>22,898,419.86</b>	<b>0.00</b>	<b>15,429,980.14</b>	<b>59.74</b>
33533 ST FOREST FUNDS/DNR TIMB TRST	15,000.00	0.00	0.00	0.00	15,000.00	0.00
34161 GRAPHICS SERVICES CHARGES	7,500.00	0.00	0.00	0.00	7,500.00	0.00
34730 LIBRARY SERVICES FEES--ILL	0.00	25.99	58.98	0.00	(58.98)	0.00
35970 LIBRARY FINES	10,000.00	2,517.35	14,403.61	0.00	(4,403.61)	144.04
36110 INVESTMENT EARNINGS	10,000.00	2,039.62	5,690.97	0.00	4,309.03	56.91
36200 RENTS AND LEASES--KPHC	1,000.00	0.00	1,169.86	0.00	(169.86)	116.99
36700 DONOR PROCEEDS--FOUNDATION	275,000.00	0.00	0.00	0.00	275,000.00	0.00
36725 DONATIONS--OTHER	0.00	6.00	14.96	0.00	(14.96)	0.00
36726 REIMBURSEMENTS--OTHER	0.00	0.00	1,875.00	0.00	(1,875.00)	0.00
36790 OPPORTUNITY DONATIONS	160,000.00	0.00	0.00	0.00	160,000.00	0.00
36910 SALE OF SURPLUS--GENERAL	2,000.00	2,844.57	3,518.58	0.00	(1,518.58)	175.93
36915 SALE OF SURPLUS--MATERIALS	4,000.00	0.00	19,433.90	0.00	(15,433.90)	485.85
36920 FOUND MONEY	0.00	1.00	3.80	0.00	(3.80)	0.00
36990 MISCELLANEOUS OTHER	0.00	47.10	47.10	0.00	(47.10)	0.00
36991 PAYMENT FOR LOST MATERIALS	5,000.00	35.95	133.94	0.00	4,866.06	2.68
36996 JURY DUTY REIMBURSEMENT	0.00	40.00	90.00	0.00	(90.00)	0.00
36998 ERATE REIMBURSEMENT	530,000.00	0.00	20,156.18	0.00	509,843.82	3.80
36999 PROCUREMENT CARD REBATES	50,000.00	0.00	52,895.49	0.00	(2,895.49)	105.79
<b>CHARGES OTHER:</b>	<b>1,069,500.00</b>	<b>7,557.58</b>	<b>119,492.37</b>	<b>0.00</b>	<b>950,007.63</b>	<b>11.17</b>
39520 INSURANCE RECOVERIES--CAPITAL	0.00	0.00	13,652.91	0.00	(13,652.91)	0.00
<b>TOTAL FOR REVENUE ACCOUNTS</b>	<b>39,397,900.00</b>	<b>168,505.56</b>	<b>23,031,565.14</b>	<b>0.00</b>	<b>16,366,334.86</b>	<b>58.46</b>
<b>EXPENSE ACCOUNTS</b>						
51100 SALARIES AND WAGES	20,616,500.00	1,587,976.06	10,789,966.64	0.00	9,826,533.36	52.34
51105 ADDITIONAL HOURS	152,000.00	2,623.22	15,245.33	0.00	136,754.67	10.03
51106 SHIFT DIFFERENTIAL	186,800.00	7,543.47	76,864.65	0.00	109,935.35	41.15
51107 SUBSTITUTE HOURS	155,000.00	1,108.80	3,475.20	0.00	151,524.80	2.24
51109 TUITION ASSISTANCE	10,000.00	476.72	6,484.28	0.00	3,515.72	64.84
51200 OVERTIME WAGES	19,100.00	1,897.31	6,490.86	0.00	12,609.14	33.98
51999 ADJ WAGE/SALARY TO MATCH PLAN	(739,900.00)	0.00	0.00	0.00	(739,900.00)	0.00
52001 INDUSTRIAL INSURANCE	200,400.00	9,465.34	66,992.44	0.00	133,407.56	33.43
52002 MEDICAL INSURANCE	2,811,800.00	187,168.91	1,502,313.67	0.00	1,309,486.33	53.43
52003 FICA	1,616,500.00	119,271.97	811,478.26	0.00	805,021.74	50.20
52004 RETIREMENT	2,453,200.00	176,234.44	1,364,717.71	0.00	1,088,482.29	55.63
52005 DENTAL INSURANCE	255,800.00	17,985.94	130,438.74	0.00	125,361.26	50.99
52006 OTHER BENEFIT	30,800.00	2,100.10	16,960.20	0.00	13,839.80	55.07
52010 LIFE AND DISABILITY INSURANCE	87,800.00	6,373.31	50,278.36	0.00	37,521.64	57.26
52020 UNEMPLOYMENT/ PAID FML INSURANCE	30,000.00	1,155.03	32,822.49	0.00	(2,822.49)	109.41
52021 PAID FML INSURANCE	0.00	1,185.02	1,185.02	0.00	(1,185.02)	0.00
52999 ADJ BENEFITS TO MATCH PLAN	(262,000.00)	0.00	0.00	0.00	(262,000.00)	0.00

Pierce County Library System  
 Board Report - Budget to Actual by Object  
 Report as of: 7/31/2021

**FUND: GENERAL FUND (01)**

Object	2021 Budget	July Actual	Year-To-Date Actual	Encumbrance s	Balance	Expend %
<b>EXPENSE ACCOUNTS</b>						
<b>PERSONNEL</b>	<b>27,623,800.00</b>	<b>2,122,565.64</b>	<b>14,875,713.85</b>	<b>0.00</b>	<b>12,748,086.15</b>	<b>53.85</b>
53100 OFFICE/OPERATING SUPPLIES--DEP	121,900.00	6,546.67	74,806.88	0.00	47,093.12	61.37
53102 OFFICE/OPERATING SUPPLIES--SUP	77,400.00	0.00	0.00	0.00	77,400.00	0.00
53104 OFFICE/OPERATING SUPPLIES--PUB	67,600.00	5,956.82	25,274.27	0.00	42,325.73	37.39
53110 CUSTODIAL SUPPLIES	76,500.00	6,878.97	57,108.93	0.00	19,391.07	74.65
53120 MAINTENANCE SUPPLIES	30,000.00	3,673.17	21,159.56	0.00	8,840.44	70.53
53130 MATERIAL PROCESSING SUP	16,000.00	2,018.04	10,426.14	0.00	5,573.86	65.16
53140 TRAINING SUPPLIES	0.00	0.00	856.02	0.00	(856.02)	0.00
53200 FUEL	35,000.00	3,803.35	19,995.23	0.00	15,004.77	57.13
53400 MATERIALS COLLECTION	41,000.00	0.00	0.00	0.00	41,000.00	0.00
53401 ADULT AV - CDS	50,000.00	6,923.37	20,714.30	0.00	29,285.70	41.43
53402 ADULT AV - DVD	490,000.00	22,639.69	150,484.70	0.00	339,515.30	30.71
53404 ADULT AV AUDIOBOOKS	40,000.00	3,534.64	19,144.74	0.00	20,855.26	47.86
53405 ADULT BOOK CLUB KITS	3,500.00	145.34	1,054.38	0.00	2,445.62	30.13
53406 ADULT FICTION	240,000.00	22,557.25	182,573.82	0.00	57,426.18	76.07
53408 ADULT LARGE PRINT	80,000.00	12,645.00	39,293.10	0.00	40,706.90	49.12
53409 ADULT LUCKY DAY	80,000.00	0.00	1,031.91	0.00	78,968.09	1.29
53410 ADULT NONFICTION	315,000.00	17,037.78	202,207.31	0.00	112,792.69	64.19
53411 ADULT PAPERBACKS	35,000.00	411.45	4,349.43	0.00	30,650.57	12.43
53412 ADULT PC READS	0.00	0.00	442.24	0.00	(442.24)	0.00
53413 ADULT REFERENCE	11,500.00	0.00	3,285.03	0.00	8,214.97	28.57
53414 ADULT YA FICTION	70,000.00	2,849.72	20,837.56	0.00	49,162.44	29.77
53415 ADULT YA GRAPHIC NOVELS	25,000.00	3,269.64	18,677.94	0.00	6,322.06	74.71
53416 ADULT YA NONFICTION	20,000.00	443.42	6,842.97	0.00	13,157.03	34.21
53417 ADULT AV - DVDNF	50,000.00	17,809.29	40,034.80	0.00	9,965.20	80.07
53418 ADULT GRAPHIC NOVELS	15,000.00	1,481.91	10,410.08	0.00	4,589.92	69.40
53421 CHILDREN'S STANDING ORDERS	35,000.00	2,890.00	5,962.07	0.00	29,037.93	17.03
53422 CHILDREN'S BOOK CLUB KITS	1,500.00	0.00	718.39	0.00	781.61	47.89
53423 CHILDREN'S COMIC BOOKS	5,000.00	0.00	0.00	0.00	5,000.00	0.00
53424 CHILDREN'S EARLY LEARNING	7,500.00	464.72	6,571.33	0.00	928.67	87.62
53425 CHILDREN'S FICTION	170,000.00	17,303.54	132,771.56	0.00	37,228.44	78.10
53426 CHILDREN'S GRAPHIC NOVELS	35,000.00	2,018.55	19,290.64	0.00	15,709.36	55.12
53427 CHILDREN'S NONFICTION	160,000.00	34,459.32	126,727.97	0.00	33,272.03	79.20
53428 CHILDREN'S SCIENCE TO GO	4,000.00	433.68	6,553.65	0.00	(2,553.65)	163.84
53429 CHILDREN'S STORYTIME	5,000.00	596.15	4,555.85	0.00	444.15	91.12
53430 DATABASES	440,000.00	9,120.00	179,113.50	0.00	260,886.50	40.71
53440 EBOOK - REFERENCE	5,000.00	0.00	0.00	0.00	5,000.00	0.00
53441 EBOOKS	745,000.00	26,142.11	250,395.45	0.00	494,604.55	33.61
53442 EDOWNLOADABLE AUDIO	700,000.00	55,455.69	200,216.24	0.00	499,783.76	28.60
53443 ESTREAMING BOOKS	21,900.00	0.00	0.00	0.00	21,900.00	0.00
53444 EHOSTING FEES	13,900.00	0.00	1,200.00	0.00	12,700.00	8.63
53445 EMAGAZINES	75,000.00	0.00	45,000.00	0.00	30,000.00	60.00
53446 ONLINE BOOK CLUBS	15,000.00	26,706.36	26,706.36	0.00	(11,706.36)	178.04
53450 MAGAZINES	52,000.00	(24.98)	68,956.28	0.00	(16,956.28)	132.61
53460 VENDOR PROCESSING	0.00	13,325.34	66,238.32	0.00	(66,238.32)	0.00
53464 VENDOR PROCESSING SERVICES	160,000.00	591.49	3,107.33	0.00	156,892.67	1.94
53466 VENDOR CATALOGING	10,000.00	0.00	0.00	0.00	10,000.00	0.00

Pierce County Library System  
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 Report as of: 7/31/2021

**FUND: GENERAL FUND (01)**

Object	2021 Budget	July Actual	Year-To-Date Actual	Encumbrances	Balance	Expend %
<b>EXPENSE ACCOUNTS</b>						
53467 OCLC BIBLIOGRAPHIC SERVICES	35,000.00	0.00	0.00	0.00	35,000.00	0.00
53468 OCLC RESOURCE SHARING SERVICES	17,000.00	0.00	0.00	0.00	17,000.00	0.00
53470 WORLD - ADULT SPANISH	14,000.00	0.00	9,311.64	0.00	4,688.36	66.51
53471 WORLD - CHILDREN'S SPANISH	14,000.00	0.00	3,929.05	0.00	10,070.95	28.06
53472 WORLD - CHINESE	5,000.00	0.00	4,332.57	0.00	667.43	86.65
53473 WORLD - DVD	0.00	0.00	3,028.09	0.00	(3,028.09)	0.00
53474 WORLD - GERMAN	5,000.00	1,976.00	4,984.00	0.00	16.00	99.68
53475 WORLD - JAPANESE	5,000.00	0.00	2,160.00	0.00	2,840.00	43.20
53476 WORLD - KOREAN	19,000.00	2,970.00	13,627.73	0.00	5,372.27	71.72
53477 WORLD - TAGALOG	14,000.00	3,054.00	9,227.31	0.00	4,772.69	65.91
53478 WORLD - VIETNAMESE	10,000.00	900.00	6,292.47	0.00	3,707.53	62.92
53479 WORLD - RUSSIAN	14,000.00	3,529.36	19,167.04	0.00	(5,167.04)	136.91
53480 WORLD - SAMOAN	5,000.00	0.00	0.00	0.00	5,000.00	0.00
53481 YOUTH CHILDREN'S AUDIO BOOKS	40,000.00	5,861.27	15,152.60	0.00	24,847.40	37.88
53482 YOUTH DVD - FTY	45,000.00	2,920.88	15,057.37	0.00	29,942.63	33.46
53483 YOUTH YA AUDIO BOOKS	3,000.00	0.00	137.21	0.00	2,862.79	4.57
53490 FOUNDATION FUNDED	110,400.00	0.00	0.00	0.00	110,400.00	0.00
53500 MINOR EQUIPMENT	34,000.00	7,887.23	33,633.98	0.00	366.02	98.92
53502 TECHNOLOGY HARDWARE--PUBLIC	200,000.00	5,766.40	96,817.67	0.00	103,182.33	48.41
53503 TECHNOLOGY HARDWARE--STAFF	300,000.00	2,324.25	144,648.91	0.00	155,351.09	48.22
53504 TECHNOLOGY HARDWARE--GENERAL	40,000.00	0.00	0.00	0.00	40,000.00	0.00
53505 SOFTWARE/LICENSES/HOST--APPS	510,800.00	12,657.56	285,289.74	0.00	225,510.26	55.85
53506 SOFTWARE/LICENSES/HOST--INFRA	423,000.00	335.01	140,760.43	0.00	282,239.57	33.28
53510 FURNISHINGS--PUBLIC	95,000.00	10,893.59	55,144.30	0.00	39,855.70	58.05
53515 FURNISHINGS--STAFF	97,500.00	0.00	26,118.83	0.00	71,381.17	26.79
54100 INDEPENDENT CONTRACTORS	179,700.00	3,334.00	28,520.51	0.00	151,179.49	15.87
54104 INDEPENDENT CONTRACTORS--INFRA	25,000.00	0.00	0.00	0.00	25,000.00	0.00
54110 PERFORMER SERVICES	28,000.00	1,775.00	6,200.00	0.00	21,800.00	22.14
54120 CONTRACTUAL SERVICES	339,100.00	2,283.34	224,256.60	0.00	114,843.40	66.13
54140 DATA SERVICES	4,500.00	0.00	4,055.36	0.00	444.64	90.12
54150 LEGAL SERVICES	55,000.00	0.00	9,294.50	0.00	45,705.50	16.90
54162 BIBLIOGRAPHIC & RELATED SERVIC	0.00	0.00	24,644.04	0.00	(24,644.04)	0.00
54163 PRINTING AND BINDING	25,800.00	0.00	0.00	0.00	25,800.00	0.00
54165 ILL LOST ITEM CHARGE	3,000.00	99.62	270.93	0.00	2,729.07	9.03
54200 POSTAGE	73,200.00	0.00	20,748.41	0.00	52,451.59	28.34
54201 SHIPPING	0.00	6,865.59	12,775.93	0.00	(12,775.93)	0.00
54210 TELECOM SERVICES--PHONES	50,000.00	7,445.96	47,169.10	0.00	2,830.90	94.34
54211 TELECOM SERVICES--CELLPHONES	76,200.00	6,736.88	44,648.18	0.00	31,551.82	58.59
54212 TELECOM SERVICES--INTERNET	668,000.00	71,574.01	352,714.00	0.00	315,286.00	52.80
54300 TRAVEL AND TOLLS	53,100.00	646.80	2,842.50	0.00	50,257.50	5.35
54301 MILEAGE REIMBURSEMENTS	58,500.00	2,952.99	24,350.77	0.00	34,149.23	41.63
54400 ADVERTISING	138,000.00	3,525.49	60,767.12	0.00	77,232.88	44.03
54501 RENTALS/LEASES--BUILDINGS	492,900.00	44,969.49	328,589.31	0.00	164,310.69	66.66
54502 RENTALS/LEASES--EQUIPMENT	188,900.00	7,688.08	70,096.24	0.00	118,803.76	37.11
54600 INSURANCE	270,000.00	0.00	0.00	0.00	270,000.00	0.00
54700 ELECTRICITY	265,000.00	16,471.73	166,862.44	0.00	98,137.56	62.97
54701 NATURAL GAS	12,000.00	119.75	7,801.10	0.00	4,198.90	65.01
54702 WATER	30,000.00	5,708.10	19,234.06	0.00	10,765.94	64.11

Pierce County Library System  
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**FUND: GENERAL FUND (01)**

Object	2021 Budget	July Actual	Year-To-Date Actual	Encumbrance s	Balance	Expend %
<b>EXPENSE ACCOUNTS</b>						
54703 SEWER	34,000.00	3,106.44	17,903.02	0.00	16,096.98	52.66
54704 REFUSE	36,000.00	4,281.58	26,538.14	0.00	9,461.86	73.72
54800 GENERAL REPAIRS/MAINTENANCE	381,500.00	37,664.02	233,850.32	0.00	147,649.68	61.30
54801 CONTRACTED MAINTENANCE	475,300.00	8,905.30	87,614.62	0.00	387,685.38	18.43
54805 VEHICLE REPAIR AND MAINTENANCE	65,000.00	1,890.38	16,087.23	0.00	48,912.77	24.75
54810 IT SYSTEMS MAINTENANCE--APPS	6,200.00	0.00	0.00	0.00	6,200.00	0.00
54811 IT SYSTEMS MAINTENANCE--INFRA	70,000.00	0.00	0.00	0.00	70,000.00	0.00
54900 INDIVIDUAL REGISTRATIONS	76,300.00	395.00	19,458.78	0.00	56,841.22	25.50
54901 ORGANIZATIONAL REGISTRATIONS	1,500.00	0.00	661.82	0.00	838.18	44.12
54902 DUES AND MEMBERSHIPS	54,000.00	225.00	24,841.60	0.00	29,158.40	46.00
54903 LICENSES AND FEES {{OLD}}	0.00	0.00	1,271.70	0.00	(1,271.70)	0.00
54904 LICENSES	5,500.00	0.00	668.18	0.00	4,831.82	12.15
54905 FEES	80,500.00	1,386.68	7,524.38	0.00	72,975.62	9.35
54906 TAXES AND ASSESSMENTS	0.00	(0.02)	24,321.19	0.00	(24,321.19)	0.00
54911 FOUNDATION IMPACT PROJECTS	95,500.00	6,620.59	50,775.64	0.00	44,724.36	53.17
54912 CONTINGENCY	270,000.00	0.00	0.00	0.00	270,000.00	0.00
59711 TRANSFERS OUT--FUTURE ELECTION	80,000.00	0.00	0.00	0.00	80,000.00	0.00
59712 TRANSFERS OUT--FUTURE LAND, PR	300,000.00	0.00	0.00	0.00	300,000.00	0.00
<b>ALL OTHER EXPENSES</b>	<b>11,774,100.00</b>	<b>637,854.84</b>	<b>4,931,274.94</b>	<b>0.00</b>	<b>6,842,825.06</b>	<b>41.88</b>
<b>NEED A CATEGORY</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL FOR EXPENSE ACCOUNTS</b>	<b>39,397,900.00</b>	<b>2,760,420.48</b>	<b>19,806,988.79</b>	<b>0.00</b>	<b>19,590,911.21</b>	<b>50.27</b>
<b>NET SURPLUS / DEFICIT</b>	<b>0.00</b>	<b>(2,591,914.92)</b>	<b>3,224,576.35</b>	<b>0.00</b>	<b>(3,224,576.35)</b>	<b>0.00</b>

Pierce County Library System  
 Board Report - Budget to Actual by Object  
 Report as of: 7/31/2021

**FUND: SPECIAL PURPOSE FUND (15)**

Object	2021 Budget	July Actual	Year-To-Date Actual	Encumbrance s	Balance	Expend %
<b>REVENUE ACCOUNTS</b>						
TAXES:	0.00	0.00	0.00	0.00	0.00	0.00
36110 INVESTMENT EARNINGS	0.00	608.01	2,670.59	0.00	(2,670.59)	0.00
CHARGES OTHER:	0.00	608.01	2,670.59	0.00	(2,670.59)	0.00
39511 SALE OF CAPITAL ASSETS (PCLS)	0.00	0.00	187,164.00	0.00	(187,164.00)	0.00
<b>TOTAL FOR REVENUE ACCOUNTS</b>	<b>0.00</b>	<b>608.01</b>	<b>189,834.59</b>	<b>0.00</b>	<b>(189,834.59)</b>	<b>0.00</b>
<b>EXPENSE ACCOUNTS</b>						
NEED A CATEGORY	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL FOR EXPENSE ACCOUNTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NET SURPLUS / DEFICIT</b>	<b>0.00</b>	<b>608.01</b>	<b>189,834.59</b>	<b>0.00</b>	<b>(189,834.59)</b>	<b>0.00</b>

FUND: LEVY SUSTAINABILITY FUND (16)

Object	2021 Budget	July Actual	Year-To-Date Actual	Encumbrance s	Balance	Expend %
<b>REVENUE ACCOUNTS</b>						
TAXES:	0.00	0.00	0.00	0.00	0.00	0.00
36110 INVESTMENT EARNINGS	0.00	1,254.38	5,598.02	0.00	(5,598.02)	0.00
CHARGES OTHER:	0.00	1,254.38	5,598.02	0.00	(5,598.02)	0.00
<b>TOTAL FOR REVENUE ACCOUNTS</b>	<b>0.00</b>	<b>1,254.38</b>	<b>5,598.02</b>	<b>0.00</b>	<b>(5,598.02)</b>	<b>0.00</b>
<b>NET SURPLUS / DEFICIT</b>	<b>0.00</b>	<b>1,254.38</b>	<b>5,598.02</b>	<b>0.00</b>	<b>(5,598.02)</b>	<b>0.00</b>

Pierce County Library System  
 Board Report - Budget to Actual by Object  
 Report as of: 7/31/2021

**FUND: DEBT SERVICE FUND (20)**

Object	2021 Budget	July Actual	Year-To-Date Actual	Encumbrance s	Balance	Expend %
<b>REVENUE ACCOUNTS</b>						
36110 INVESTMENT EARNINGS	0.00	12.63	57.10	0.00	(57.10)	0.00
<b>CHARGES OTHER:</b>	<b>0.00</b>	<b>12.63</b>	<b>57.10</b>	<b>0.00</b>	<b>(57.10)</b>	<b>0.00</b>
<b>TOTAL FOR REVENUE ACCOUNTS</b>	<b>0.00</b>	<b>12.63</b>	<b>57.10</b>	<b>0.00</b>	<b>(57.10)</b>	<b>0.00</b>
<b>NET SURPLUS / DEFICIT</b>	<b>0.00</b>	<b>12.63</b>	<b>57.10</b>	<b>0.00</b>	<b>(57.10)</b>	<b>0.00</b>

Pierce County Library System  
 Board Report - Budget to Actual by Object  
 Report as of: 7/31/2021

**FUND: CAPITAL IMPROVEMENT PROJECTS FUND (30)**

Object	2021 Budget	July Actual	Year-To-Date Actual	Encumbrance s	Balance	Expend %
<b>REVENUE ACCOUNTS</b>						
29150 USE OF FUND BALANCE-BUDGET	2,095,000.00	0.00	0.00	0.00	2,095,000.00	0.00
36110 INVESTMENT EARNINGS	0.00	434.24	2,043.71	0.00	(2,043.71)	0.00
<b>CHARGES OTHER:</b>	<b>2,095,000.00</b>	<b>434.24</b>	<b>2,043.71</b>	<b>0.00</b>	<b>2,092,956.29</b>	<b>0.10</b>
39511 SALE OF CAPITAL ASSETS (PCLS)	0.00	0.00	30,000.00	0.00	(30,000.00)	0.00
39520 INSURANCE RECOVERIES--CAPITAL	0.00	0.00	7,743.29	0.00	(7,743.29)	0.00
<b>TOTAL FOR REVENUE ACCOUNTS</b>	<b>2,095,000.00</b>	<b>434.24</b>	<b>39,787.00</b>	<b>0.00</b>	<b>2,055,213.00</b>	<b>1.90</b>
<b>EXPENSE ACCOUNTS</b>						
54100 INDEPENDENT CONTRACTORS	450,000.00	0.00	0.00	0.00	450,000.00	0.00
54120 CONTRACTUAL SERVICES	225,000.00	23,706.81	140,414.15	0.00	84,585.85	62.41
54150 LEGAL SERVICES	0.00	0.00	210.00	0.00	(210.00)	0.00
54160 ARCHITECTURAL/ENGR SERVICES	0.00	3,015.69	18,675.25	0.00	(18,675.25)	0.00
54912 CONTINGENCY	250,000.00	0.00	0.00	0.00	250,000.00	0.00
56100 LAND & PROPERTY ACQUISITION	0.00	0.00	42,782.96	0.00	(42,782.96)	0.00
56200 BUILDINGS ACQUISITIONS	120,000.00	0.00	0.00	0.00	120,000.00	0.00
56201 BUILDING IMPROVEMENTS/REFRESHE	350,000.00	0.00	0.00	0.00	350,000.00	0.00
56280 FURNITURE AND FIXTURES	0.00	0.00	21,234.57	0.00	(21,234.57)	0.00
56410 VEHICLES	200,000.00	86,745.04	86,745.04	0.00	113,254.96	43.37
56430 TECHNOLOGY EQUIPMENT	500,000.00	0.00	0.00	0.00	500,000.00	0.00
<b>TOTAL FOR EXPENSE ACCOUNTS</b>	<b>2,095,000.00</b>	<b>113,467.54</b>	<b>310,061.97</b>	<b>0.00</b>	<b>1,784,938.03</b>	<b>14.80</b>
<b>NET SURPLUS / DEFICIT</b>	<b>0.00</b>	<b>(113,033.30)</b>	<b>(270,274.97)</b>	<b>0.00</b>	<b>270,274.97</b>	<b>0.00</b>

# MEMO

Date: August 23, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Customer Experience Managers Kayce Austin and Meghan Sullivan

Subject: Branch Services Report - August

## **Customer Experiences**

Curbside service continues in popularity. Some customers at Milton Library have inquired whether the Library would continue this service as they prefer the contactless aspect and/or the time-saving factor.

Summit customers continue to provide positive feedback on Curbside Service and Grab Bags. One customer really wanted to thank all of us for the wonderful job we did with curbside and keeping everyone safe. He said, "If it wasn't for all of you, I would have gone more crazy than I already am!" He really wanted everyone to know how grateful he is. Another customer told staff that they do a fantastic job of finding movies and books for Grab Bags.

A distraught customer carrying a laptop came into the Gig Harbor Library. She had recently started a new job she really enjoyed as a home health care worker, but was having great difficulty with the technology component of working remotely. She hated the thought of not being able to do the job she loved because of the technological realities of the "new normal." Library staff showed her the basic tech skills she needed to understand and she left feeling relieved and confident, and said she would return if she ever needed help again.

## **Serving ALICE Households (Asset Limited, Income Constrained, Employed)**

Several customers at multiple locations have expressed gratitude for the Library's free printing, copying, and faxing services.

At an Outreach On the Road site where many ALICE families are served. Each child can choose two free books from tables set up in the community parking lot. An excited mom said to her preschooler, "Look! Sulwe! The book you wanted at the store." She handed the book to the child who just hugged it.

## **Operational Highlights**

Now that 18 of 20 locations have reopened to the public, future service or hours changes will be included in this report. Anderson Island and the library in the lobby of the Administrative Center are still in the planning stages.

### **Initiatives Highlights**

Adult Services Librarian Mejin Turner and Customer Experience Assistant Heather Lee from the Summit Library are collaborating on remote programming designed for archived, on-demand viewing (instead of one-time livestreams). Their first project is a Readers Advisory-focused series in either a podcast or video format.

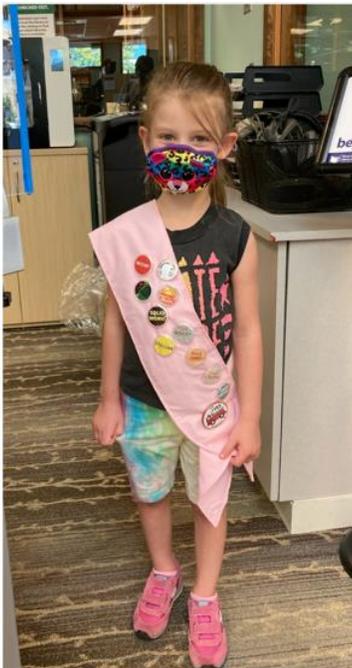
University Place Library staff assisted a customer experiencing homelessness complete an intake interview with a local shelter. She came back the next day and thanked the staff for their assistance.

### **Community Engagement Highlights**

Summer Reading Program (SRP): To help promote SRP with community members who might also be regular library users, Youth Service staff from University Place Library distributed several SRP Badge Books into local Little Free Libraries. Staff from the Graham Library gave several Badge Books to the Graham-Kapowsin Community Council (GKCC) to distribute to children whose families access the local food bank. Staff also provided paper reading logs in Spanish to meet community needs. Senior Librarian Corrine Weatherly also informed the president of the GKCC that she speaks Spanish and the Library has materials in Spanish to lend.

Teen Services Specialist at Graham also put together Take & Makes for teen customers. Plant Care for Self- -Care kits were distributed to 30 enthusiastic teens. The kits contained an air plant and holder, instructions, mini journal, a pencil and washi tape.

Meet Violet B. of Key Center: Violet is so excited about her reading, her library and the badges, that she made herself a lovely sash (with a bit of mom's help) and converted all of her badges into buttons. She even made some buttons for each of the staff at Key Center. She is our SRP Warrior and my personal hero!



# Unfinished Business

# MEMO



Date: August 31, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: Sumner Property Transactions

The City of Sumner and the Library have been working several months on the transactional instruments required to begin the project. These instruments take care of the property exchange and the continuance of services at the existing location until a new Library is built.

Unlike most of our locations, the Sumner Library is jointly-owned by the City and Library, and rests on property fully owned by the City. This arrangement took place in the early 1990s and was an effective means, at the time, of providing a library to deliver contemporary services.

The City acquired the property on Main Street in 2018, with the intention that the Library fully-own the new building and property. The instruments to take care of this are herein provided as drafts. The City Council will presumably take action during its regular Council meeting on September 7. The Library would follow suit during its regular Board meeting on September 8, thereby completing the transactions.

The three instruments are:

- Purchase and Sale Agreement from the City to the Library of the Main Street property (hereon forward, “New Property”);
- Purchase and Sale Agreement from the Library to the City of the Fryer Avenue property (hereon forward, “Current Property”); and
- Amended and Restated Lease (hereon forward, “Lease”) that allows the Library to continue services at the Current Property

Following this memo are three separate, brief memos that outline each instrument, which are also included. All instruments have had both City and Library attorneys reviewing and drafting their content for your review.

During the meeting we will review the instruments with you. After your review, the Board can take action by approving all instruments with one motion (the City is doing it this way as well).

***Action with one motion: Move to approve all documents as presented and authorize the Executive Director to sign (1) the three documents and (2) any other documents as required to complete the transaction.***

The second part of the motion allows Georgia to sign documents, such as titles, escrow, and so forth, as needed to complete the full transaction.

# MEMO



Date: August 31, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: Sumner Property—Purchase and Sale Agreement (PSA) for New Property

Attached is the PSA for the New Property on Main Street. This is the Library's purchase of the new property from the City of Sumner. We introduced to the Board during its August meeting the general considerations in this PSA, which include:

- Subtotal purchase price of \$725,914.00 less \$200,000 allowance for underground storage tank remediation work, for a final net PSA cost of \$525,914;
- Inspection contingency of fourteen (14) days upon mutual acceptance, beginning on or around September 8, 2021;
- Escrow conducted through Chicago Title with closing to occur 30 days later, on or around October 8, 2021;
- City's release of all interests in the New Property;
- Library's assumption of all responsibilities for the New Property, including insurance; and
- All other terms and conditions typical of a PSA.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into by and between the **CITY OF SUMNER**, a municipal corporation and political subdivision of the state of Washington (hereinafter “Seller”) and the **PIERCE COUNTY LIBRARY SYSTEM**, a Washington public library municipal corporation (hereinafter “Purchaser”). Seller and Purchaser may hereinafter collectively be referred to as “Parties” or individually as a “Party.”

### AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

**1. The Property.** Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, the following property (collectively, the “Property”):

- a. **Real Property.** The real property located in Pierce County, Washington commonly known as 15208, 15126 & 15216 Main Street E, Sumner, Washington (identified by parcel numbers 0520197015, 0520197014 and 0520193060), each of which is legally described on the attached Exhibit A (“Land”), together with (i) all buildings and improvements constructed or located on the Land (the “Improvements”), and (ii) all easements and rights benefiting or appurtenant to the Land, including, without limitation, all water rights and water stock, and all mineral and hydrocarbon rights, if any, owned by Seller (collectively the “Real Property”). The legal description is subject to verification upon receipt of the preliminary commitment for title insurance described in Section 6 below.
- b. **Personal Property.** All of the personal property situated in or about the Real Property owned by Seller (“Personal Property”).

**2. Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller’s right, title, and interest in and to the Property, including all after-acquired title. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.

**3. Purchase Price and Payment.** The total purchase price for the Property is ONE MILLION THREE HUNDRED FIFTY THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS (\$1,350,914.00), less (i) an off-set in the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000) for Seller’s purchase of Purchaser’s one-half interest in the buildings located generally at 1116 Fryar Avenue, Sumner, Washington pursuant to that certain Real Estate Purchase and Sale Agreement between the Parties of even date herewith (“Fryar Avenue PSA”), and (ii) an off-set in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) constituting consideration for the additional environmental cleanup costs necessary to achieve a No Further Action Letter from the Department of Ecology, for a total adjusted purchase price of FIVE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS \$525,914.00 (hereinafter “Purchase Price”). The Purchase Price will be paid by Purchaser to Seller by cashier’s check, certified check, or wire transfer of immediately available funds at closing. Within three business days of full execution of this Agreement (“Mutual Acceptance”), Purchaser shall deliver in cash to Chicago Title Insurance Company, 1142 Broadway, Suite 200, Tacoma, Washington 98402,

Attention: Rob Hainey (“Escrow Agent” or “Title Company”), the legal consideration for this Agreement (the “Consideration”) in the amount of ONE HUNDRED DOLLARS (\$100.00). Escrow Agent will hold the Consideration as a deposit toward the Purchase Price. Except as otherwise provided herein, should this Agreement be terminated, the Consideration will be returned to Purchaser within three (3) days of any such termination.

**4. Feasibility.** Purchaser’s obligations under this Agreement are contingent upon Purchaser’s satisfaction with each of the contingencies set forth in Sections 4.1 through 4.4 (collectively, the “Inspection Contingencies”) in its sole and absolute discretion.

**4.1 Physical Inspection.** Following the date of Mutual Acceptance, Purchaser and its employees, agents and consultants will have the right, from time to time prior to the Closing, to enter upon the Property to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as Purchaser determines to be reasonably necessary, all at Purchaser’s sole cost and expense. Purchaser will give Seller at least 48 hours advance written notice of such examinations or surveys and will conduct such examinations or surveys during normal business hours to the extent practicable. Seller shall have the right, at its option, to have a representative present at all such inspections, examinations and surveys. Purchaser will indemnify, defend, and hold Seller harmless from and against any claims for injury or death to persons or damage to property, including reasonable attorneys’ fees and litigation costs, arising out of any such action; provided, Purchaser shall not be liable for any lost profits or inconvenience costs incurred by Seller or any third party arising out of Purchaser’s review or access to the Property in compliance with this Agreement. Further, the foregoing indemnity does not apply to: (i) any loss, liability, cost or expense to the extent arising from, or related to, the grossly negligent or willful acts or omissions of Seller; (ii) any diminution in value in the Property arising from, or related to, matters discovered by Purchaser during its investigation of the Property; (iii) any preexisting condition; (iv) any latent defects in the Property discovered by Purchaser; and (v) the release or spread of any hazardous materials or regulated substances which are discovered (but not deposited) on or under the Property by Purchaser, except to the extent that the activities of Purchaser exacerbated such condition or were caused by Purchaser prior to or during its access, investigations and/or tests of the Property. Purchaser shall maintain commercial general liability and property damage insurance insuring Purchaser (and naming Seller as an additional insured) against any liability arising out of any entry onto or inspections of the Property. Such insurance shall be in the amount of not less than Two Million Dollars US (US \$2,000,000.00) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. Purchaser may satisfy the limits of liability required herein with a combination of Primary, umbrella and/or excess policies of insurance. Purchaser agrees upon request to provide evidence of such insurance to Seller prior to any inspection of the Property. Purchaser shall conduct all audits, examinations and inspections of the Property in a manner that will not harm or damage the Property. Purchaser shall restore the Property to its condition prior to any such audits, examinations or inspections immediately after conducting the same and repair immediately any damage to the Property caused by Purchaser. Purchaser agrees not to conduct any drilling or boring at the Property without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion. The provisions of this Section 4.1 shall survive the termination of this Agreement.

**4.2 Title.** Title shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 5 below.

**4.3 Environmental.** Purchaser may, at its election in its sole discretion, obtain, at Purchaser's expense, a current ASTM Phase I &/or II environmental site assessment for the Property, performed by an environmental consultant acceptable to and for the benefit of and reliance on by Purchaser. Purchaser shall have the right to perform a Phase II environmental assessment of the Property and/or a Geotech physical inspection of the Property provided that Seller shall be provided a written copy of Purchaser's proposed scope of investigation, including the location of any sampling, and the proposed remediation for any invasive testing or inspection, at least two (2) business days prior to Purchaser's initiation of such investigation. Purchaser shall not perform its proposed investigation without Seller's approval of the scope of such physically invasive testing or inspections in its reasonable discretion. Purchaser agrees to restore the Property to the substantially same condition that existed before such inspections at Purchaser's sole cost and expense upon completion of any such inspection.

**4.4 Inspection Contingency Date.** The Inspection Contingency Date shall be 14 days following the later of: (a) Mutual Acceptance hereof; and (b) Sumner City Council's approval hereof (the "Inspection Contingency Date"). All the contingencies set forth above are specifically for the benefit of the Purchaser, and the Purchaser shall waive or deem satisfied any contingency by written notice to Seller no later than the Inspection Contingency Date.

**4.5 Notice to Proceed.** Subsequent to the foregoing investigation, if Purchaser, in its sole discretion, and for any reason or no reason at all, decides to proceed with the purchase of the Property, then Purchaser will so notify Seller in writing on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date (the "Notice to Proceed"). If Purchaser in its sole discretion, decides that it will not proceed with the purchase of the Property, Purchaser will on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date give notice to Seller that it is terminating this Agreement. If Purchaser fails to deliver a Notice to Proceed to Seller on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date, Purchaser will be deemed to have notified Seller on the Inspection Contingency Date that Purchaser elects not to proceed with the purchase of the Property and elects to terminate this Agreement pursuant to this Section 4.5. If this Agreement is not terminated by Purchaser, or deemed terminated by Purchaser, on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date, then the entire Consideration shall be non-refundable to Purchaser except as otherwise provided in this Agreement, all contingencies described in this Section 4 shall be deemed to be fully and finally satisfied, and this Agreement shall remain in full force and effect. If this Agreement is terminated or deemed terminated by Purchaser on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date, the Consideration, and any interest accrued thereon, shall be immediately released to Purchaser without the need for approval from any other party, including without limitation, Seller, and upon return, neither party will have any further rights or obligations regarding this Agreement or the Property except those obligations which expressly survive termination. Purchaser's election to proceed with the acquisition of the Property will not be deemed to affect or to vitiate Seller's representations and covenants or the conditions precedent to Closing.

**4.6 Qualified Waiver of Right to Receive Seller Disclosure Statement.** PURSUANT TO RCW CH. 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, PURCHASER HEREBY EXPRESSLY WAIVES THE RIGHT TO RECEIVE A SELLER'S DISCLOSURE STATEMENT ("FORM 17") REFERRED TO THEREIN WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE SECTION OF FORM 17 ENTITLED "ENVIRONMENTAL" AND THE SAME MUST BE COMPLETED BY SELLER. Purchaser further agrees that any information discovered by Purchaser concerning the Property shall not obligate the Seller to prepare and deliver to Purchaser a revised or updated Seller Form 17. Purchaser hereby waives any right to receive an updated or revised Seller

Form 17, regardless of the source of any new information. PURCHASER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW CH. 64.06. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO ANY SELLER FORM 17 PROVIDED TO PURCHASER AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER FORM 17 THAT MAY SUBSEQUENTLY BE PROVIDED BY SELLER TO PURCHASER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

**5. Closing of Fryar Avenue PSA.** The Parties hereby agree that the closing of the purchase and sale transaction contemplated by this Agreement is contingent upon the closing of the purchase and sale transaction contemplated by the Fryar Avenue PSA, and the closing of both transactions shall take place concurrently. The Parties agree that if the Fryar Avenue PSA is terminated for any reason, this Agreement will also terminate, the Consideration will be released to the Party entitled thereto, and neither party will have any further rights or obligations regarding this Agreement or the Property except those obligations that expressly survive termination.

**6. Conveyance of Title.** Seller shall convey title to the Property to Purchaser by Statutory Warranty Deed, in a form substantially similar to the attached Exhibit B (hereinafter “Deed”). Unless otherwise specified herein, Seller shall deliver marketable title to the Property to Purchaser at closing, free and clear of all liens and encumbrances except those specifically accepted by Purchaser in writing. Financial encumbrances to be discharged by Seller, if not discharged sooner, shall be paid from Seller’s funds at closing.

**7. Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter “Closing Date”), but in no event later than thirty (30) days after (a) Mutual Acceptance, and (b) Sumner City Council’s approval hereof, and shall occur concurrently with the closing of the Fryar Avenue PSA. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property as of the Closing Date, unless otherwise agreed between the Parties in writing.

**8. Title Insurance.** Seller shall furnish and pay for a preliminary commitment for an ALTA Standard Form Owner’s Policy of Title Insurance from Title Company, containing no exceptions other than those agreed upon as “Permitted Exceptions” by the Purchaser from those provided for in such Standard form. Seller shall provide Purchaser with a copy of the preliminary commitment for title insurance prior to closing. As used herein, “Permitted Exceptions” means only: (i) liens for real property taxes and assessments not then delinquent; (ii) the exceptions shown on Schedule B of the Title Commitment referenced as General Exceptions; (iii) any Special Exception shown on the Title Commitment which Buyer approves; and (iv) any matters which would be shown by an inspection or a survey of the Property.

**9. Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Seller until approved by the Sumner City Council, if at all, in an open public meeting, which meeting shall take place on September 7, 2021.

**10. Seller Warrants.** Seller warrants that Seller knows of no material structural or hidden defects except the previously revealed environmental contamination that is undergoing active remediation which shall become the responsibility of Purchaser as of the Closing Date; and Seller has not received any notice from any governmental agency of any violation of laws relating to the Property.

**11. Risk of Loss.**

**11.1 Condemnation.** If, prior to the Closing, all or a “Material Portion” (as defined herein) of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall promptly notify Purchaser in writing of such fact. Purchaser shall have the option to terminate this Agreement by giving written notice to Seller not later than five (5) days after Seller’s delivery of such notice and the Closing Date shall be extended, if necessary, to provide sufficient time for Purchaser to make such election, but in no event more than thirty (30) days. Purchaser shall not have any right to terminate this Agreement as a result of any taking of any portion of the Property that is not a Material Portion. If Purchaser does not elect to nor has the right to terminate this Agreement, Seller shall assign and turn over to Purchaser, and Purchaser shall be entitled to receive and keep, all awards for the taking by condemnation and Purchaser shall be deemed to have accepted the Property subject to the taking without reduction in the Purchase Price. As used herein, the term “Material Portion” shall mean (i) any portion having a value in excess of ten percent (10%) of the Purchase Price; (ii) all accesses between the Property and public streets; or (iii) so much of the parking as to render the Property out of compliance with applicable law. Notwithstanding this provision, Seller agrees not to exercise its rights of eminent domain against this Property once under a mutually executed and approved (by City Counsel) Agreement. Provided, Purchaser shall not use its power of condemnation to circumvent the mutually agreed upon terms provided for herein.

**11.2 Casualty.** If, prior to the Closing, the Property is damaged as a result of any earthquake, hurricane, tornado, flood, landslide, fire or other casualty (any of the foregoing, a “Casualty”), Seller shall promptly notify Purchaser of such fact. If the cost to repair such damage exceeds the Material Damage Threshold, Purchaser shall have the option to terminate this Agreement by giving written notice to Seller not later than five (5) days after Seller’s delivery of such notice. If the cost to repair such damage exceeds all available insurance proceeds (together with the deductible under the applicable insurance policy) by an amount in excess of the Material Damage Threshold, Seller shall have the option to terminate this Agreement by giving written notice to Purchaser not later than five (5) days after Seller’s delivery of such notice. In either case, the Closing Date shall be extended, if necessary, to provide sufficient time for either party to make such election, but in no event more than thirty (30) days. Neither party shall have any right to terminate this Agreement as a result of any damage to any portion of the Property if the cost of repair is not in excess of the Material Damage Threshold. If neither party elects nor has the right to terminate this Agreement, then (i) Seller shall assign and turn over, and Purchaser shall be entitled to receive and keep, all insurance proceeds payable with respect to such damage or destruction (which shall then be repaired or not repaired at Purchaser’s sole option and cost), (ii) the parties shall proceed to the Closing pursuant to the terms hereof without modification of the terms of this Agreement, and (iii) Purchaser shall receive a credit against the Purchase Price in an amount equal to the deductible under Seller’s insurance applicable to the subject Casualty. As used herein, the term “Material Damage Threshold” shall mean damage or destruction the cost of repair of which is reasonably expected to exceed ten percent (10%) of the Purchase Price.

**11.3 Termination.** If either party terminates this Agreement under this Section, the Consideration will be returned to the Purchaser and neither party shall have any further rights or obligations to the other except that which has been made to expressly survive the termination of this Agreement.

**12. Operations Prior to Closing.** During the period from the date of Mutual Acceptance to the Closing Date (the “Executory Period”), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and “all risk” insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. Seller shall execute no contracts, leases or other agreements regarding the Property during the Executory Period that are not terminable without penalty on thirty (30) days or less notice, without the prior written consent of Purchaser, which consent may be withheld by Purchaser at its sole discretion.

**13. Closing Costs & Prorations.** Seller shall pay its own attorney fees, the recording fees, and for an ALTA Standard Form Owner’s Policy of Title Insurance. Purchaser shall pay its own attorney and professional fees, and all other costs and expenses allocated to Purchaser through the Closing. The Parties shall split equally any applicable escrow fees or other charges necessary to effectuate the transaction. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

**14. Notices.** Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

SELLER	PURCHASER
<p style="text-align: center;">Jason Wilson City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390</p>	<p style="text-align: center;">Georgia Lomax Executive Director Pierce County Library System 3005 112th St. E. Tacoma, WA 98446</p>
	<p style="text-align: center;">With a copy to: Jemima J. McCullum, Esq. Gordon Thomas Honeywell LLP 1201 Pacific Avenue, Suite 2100 Tacoma, WA 98401 Email: <a href="mailto:jmccullum@gth-law.com">jmccullum@gth-law.com</a></p>

The foregoing addresses may be changed by written notices to the other Party as provided herein.

**15. Brokers.** Each Party represents and warrants to the other that no broker has been involved in this transaction. If any claims for brokerage commissions or finder’s fees or like payment arise out of or in connection with the transaction provided herein, and in the event any claim is made, all such claims shall be handled and paid by the Party whose actions or alleged commitment form the basis of such claim, and the Party whose actions or alleged commitment form the basis of a claim shall indemnify, defend, protect and hold harmless the other Party from and against any and all such claims or demands, including without limitation any attorneys’ fees or costs incurred in connection therewith. The representations provided in this Section shall survive the Closing or the termination of this Agreement.

**16. Time.** Time is of the essence in every provision herein contained.

17. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

18. **Attorneys' Fees.** In the event of any litigation regarding the rights and obligations of the Parties under this Agreement, the prevailing Party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

19. **Negotiation and Construction.** This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

20. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof, except to the extent reference to the Fryar Avenue PSA (and that certain Restated Lease Agreement described therein) is necessary to interpret this Agreement. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

21. **Counterparts.** This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

22. **Further Assurances.** In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transaction contemplated hereby.

23. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

24. **Miscellaneous.** The provisions of this Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The Agreement between the Parties is only intended to create rights and/or obligations as between the signatory Parties. This Agreement is entered into and shall be governed by the laws of the State of Washington. The failure of either party to insist upon strict performance of this Agreement shall not affect the right of that Party to insist upon strict performance at a later time. The Parties shall not be deemed to be agents of each other for purposes of this Agreement. Each Party hereto assumes liability for its own negligence, errors and omissions. The venue for any litigation arising out of this Agreement shall be in Pierce County Superior Court.

25. **Business Days.** In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Agent falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter.

**[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]**





EXHIBIT A  
LEGAL DESCRIPTION

Parcel A:

Lot 2 of Short Plat recorded June 3, 1981 under Recording No. 8106300321, records of Pierce County; Situate in the County of Pierce, State of Washington.

Parcel B:

Lot 3 of Short Plat recorded June 3, 1981 under Recording No. 8106300321, records of Pierce County; Situate in the County of Pierce, State of Washington.

Parcel C:

Beginning at a point on the South line of W.E. Daniel County Road, 726 feet East and 30 feet South of the Northwest corner of Government Lot 4, Section 19, Township 20 North, Range 5 East, W.M.; thence East 132 feet, thence South 389 feet; thence West 132 feet; thence North 389 feet to the point of beginning; Situate in the County of Pierce, State of Washington.

Subject to: This conveyance is subject to covenants, conditions, restrictions, easements and environmental contamination, if any, affecting title, which may appear in the public record or title documents, including those shown on any recorded plat, survey, or revealed in any environmental report solicited by either party hereto.

APNs: 0520197015; 0520193060; 0520197014

EXHIBIT B  
STATUTORY WARRANTY DEED

After recording return document to:  
Pierce County Library System  
3005 112th St. E.  
Tacoma, WA 98446

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<b>DOCUMENT TITLE:</b>	Statutory Warranty Deed
<b>GRANTOR(S):</b>	City of Sumner, a Washington municipal corporation
<b>GRANTEE(S):</b>	Pierce County Library System, a Washington public library municipal corporation
<b>ABB. LEGAL DESCRIPTION:</b>	Lots 2 and 3 Short Plat 8106300321 and Ptn. SW 19-20N-5E
<b>ASSESSOR'S TPN:</b>	0520197015; 0520193060; 0520197014

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#### STATUTORY WARRANTY DEED

**The Grantor, the City of Sumner**, a Washington municipal corporation, for valuable consideration acknowledged by Grantor, hereby convey(s) and warrant(s) to the **Pierce County Library System, Grantee**, a Washington public library municipal corporation, the following described real property situated in Pierce County, in the State of Washington:

Parcel A:

Lot 2 of Short Plat recorded June 3, 1981 under Recording No. 8106300321, records of Pierce County; Situate in the County of Pierce, State of Washington.

Parcel B:

Lot 3 of Short Plat recorded June 3, 1981 under Recording No. 8106300321, records of Pierce County; Situate in the County of Pierce, State of Washington.

Parcel C:

Beginning at a point on the South line of W.E. Daniel County Road, 726 feet East and 30 feet South of the Northwest corner of Government Lot 4, Section 19, Township 20 North, Range 5 East, W.M.; thence East 132 feet, thence South 389 feet; thence West 132 feet; thence North 389 feet to the point of beginning; Situate in the County of Pierce, State of Washington.

Subject to: This conveyance is subject to covenants, conditions, restrictions, easements and environmental contamination, if any, affecting title, which may appear in the public record or title documents, including those shown on any recorded plat, survey, or revealed in any environmental report solicited by either party hereto.

GRANTOR:  
CITY OF SUMNER,  
a municipal corporation and political subdivision  
of the state of Washington

\_\_\_\_\_  
William L. Pugh, Mayor  
Date: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss  
COUNTY OF PIERCE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared William L. Pugh, known to me to be the Mayor of the City of Sumner, Washington, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY SIGNATURE  
PRINTED NAME: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

# MEMO



Date: August 31, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: Sumner Property—Purchase and Sale Agreement (PSA) for Current Property

Attached is the PSA for the Current Property at Fryar Avenue. This too was introduced to the Board during its August meeting. This is the City's purchase of the Library's half interest in the Current Property. General considerations in this PSA include:

- Sales price of fifty percent (50%) of the appraised value of \$1,250,000, calculated to be \$625,000.00 that offsets the gross cost of the new property;
- Upon expiration of the Amended and Restated Lease, Library's release of all interests in the half of the building it owns and any use of the Current Property;
- City's assumption of all responsibilities in the Current Property, including insurance; and
- All other terms and conditions typical of a PSA.

Its form is shorter as the majority of the terms are contained within the PSA for the New Property and the Amended and Restated Lease.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into by and between the **PIERCE COUNTY LIBRARY SYSTEM**, a Washington public library municipal corporation (hereinafter “Seller”) and the **CITY OF SUMNER**, a municipal corporation and political subdivision of the state of Washington (hereinafter “Purchaser”). Seller and Purchaser may hereinafter collectively be referred to as “Parties” or individually as a “Party.”

### AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

**1. The Property.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (collectively, the “Property”):

**a. Library Buildings.** Seller’s undivided one-half interest in the library buildings (“Buildings”) located on the real property commonly known as 1116 Fryar Avenue, Sumner, Washington, identified as parcel number 0420247003, which is legally described on the attached Exhibit A (“Land”). For avoidance of doubt, this Agreement applies only to Seller’s undivided one-half interest in the Buildings and does not include the underlying Land.

**b. Personal Property.** All of Seller’s interest, if any, in the personal property located in or about the Buildings.

**2. Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller’s right, title, and interest in and to the Property, including all after-acquired title. Seller warrants that it has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that it has full right, title, authority, and capacity to execute this Agreement and purchase the Property.

**3. Purchase Price and Payment.** The total purchase price for the Property is SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00) (hereinafter “Purchase Price”), which is based upon the May 4, 2018 appraisal in the amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00) obtained by Purchaser. The Purchase Price may be paid by Purchaser to Seller as an off-set to the purchase price on Seller’s purchase of parcel numbers 0520193060, 0520197015 and 0520197014 pursuant to that certain Real Estate Purchase and Sale Agreement between the Parties of even date herewith (“Main Street PSA”). Within three business days of full execution of this Agreement (“Mutual Acceptance”), Purchaser shall deliver in cash to Chicago Title Insurance Company, 1142 Broadway, Suite 200, Tacoma, Washington 98402, Attention: Rob Hainey (“Escrow Agent”), the legal consideration for this Agreement (the “Consideration”) in the amount of ONE HUNDRED DOLLARS (\$100.00). Escrow Agent will hold the Consideration as a deposit toward the Purchase Price. Except as otherwise provided herein, should this Agreement be terminated, the Consideration will be returned to Purchaser within three (3) days of any such termination.

**4. Notice to Proceed.** If Purchaser, in its sole discretion, and for any reason or no reason at all, decides to proceed with the purchase of the Property, then Purchaser will so notify Seller in writing (“Notice to Proceed”) on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date defined in the Main Street PSA. If Purchaser in its sole discretion, decides that it will not proceed

with the purchase of the Property, Purchaser will, on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date give notice to Seller that it is terminating this Agreement. If Purchaser fails to deliver a Notice to Proceed to Seller on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date, Purchaser will be deemed to have notified Seller on the Inspection Contingency Date that Purchaser elects not to proceed with the purchase of the Property and elects to terminate this Agreement pursuant to this Section 4. If this Agreement is not terminated by Purchaser, or deemed terminated by Purchaser, on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date, then the entire Consideration shall be non-refundable to Purchaser except as otherwise provided in this Agreement and this Agreement shall remain in full force and effect. If this Agreement is terminated or deemed terminated by Purchaser on or before 5:00 p.m. Pacific Time on the Inspection Contingency Date, the Consideration, and any interest accrued thereon, shall be immediately released to Purchaser without the need for approval from any other party, including without limitation, Seller, and upon return, neither party will have any further rights or obligations regarding this Agreement or the Property except those obligations that expressly survive termination. Purchaser's election to proceed with the acquisition of the Property will not be deemed to affect or to vitiate Seller's representations and covenants or the conditions precedent to Closing.

5. **Closing of Main Street PSA.** The Parties hereby agree that the closing of the purchase and sale transaction contemplated by this Agreement is contingent upon the closing of the purchase and sale transaction contemplated by the Main Street PSA, and the closing of both transactions shall take place concurrently. The Parties agree that if the Main Street PSA is terminated for any reason, this Agreement will also terminate, the Consideration will be released to the Party entitled thereto, and neither party will have any further rights or obligations regarding this Agreement or the Property except those obligations that expressly survive termination.

6. **Conveyance of Title.** Seller shall convey title to the Property to Purchaser by Quit Claim Deed, in a form substantially similar to the attached Exhibit B (hereinafter "Deed"). Unless otherwise specified herein, Seller shall deliver marketable title to the Property to Purchaser at closing, free and clear of all liens and encumbrances except those specifically accepted by Purchaser in writing. Financial encumbrances to be discharged by Seller, if any and if not discharged sooner, shall be paid from Seller's funds at closing.

7. **Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery and recording of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than thirty (30) days after (a) Mutual Acceptance and (b) Sumner City Council's approval hereof, and shall occur concurrently with the closing of the Main Street PSA. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property as of the Closing Date, unless otherwise agreed between the Parties in writing.

8. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement will not be deemed accepted by or binding on Purchaser until approved by the Sumner City Council, if at all, in an open public meeting, which shall take place on September 7, 2021.

9. **Seller Warrants.** Seller warrants that it knows of no material structural or hidden defects in the Property; and Seller has not received any notice from any governmental agency of any violation of laws relating to the Property.

10. **Risk of Loss.** Risk of loss of or damage to the Property until the Closing Date will be governed by (1) that certain Agreement for Purchase and Expansion of the Sumner Branch Library

dated October 19, 1992 between the Parties (“1992 Agreement”) and (2) that certain Memorandum of Lease dated September 28, 1995 between the Parties (“Lease”). Thereafter, Purchaser shall bear the risk of loss.

**11. Operations Prior to Closing.** During the period from the date of Mutual Acceptance until the Closing Date, the Parties will operate and maintain the Property in the ordinary course of business pursuant to the terms and conditions of the 1992 Agreement and the Lease.

**12. Closing Costs and Prorations.** Seller shall pay its own attorney and professional fees and the recording fees. Purchaser shall pay its own attorney and professional fees, and all other costs and expenses allocated to Purchaser through the Closing. The Parties shall split equally any applicable escrow fees or other charges necessary to effectuate the transaction. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

**13. Notices.** Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

PURCHASER	SELLER
Jason Wilson City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390	Georgia Lomax Executive Director Pierce County Library System 3005 112th St. E. Tacoma, WA 98446
	<u>With a copy to:</u> Jemima J. McCullum, Esq. Gordon Thomas Honeywell LLP 1201 Pacific Avenue, Suite 2100 Tacoma, WA 98401 Email: <a href="mailto:jmccullum@gth-law.com">jmccullum@gth-law.com</a>

The foregoing addresses may be changed by written notices to the other Party as provided herein.

**14. Brokers.** Each Party represents and warrants to the other that no broker has been involved in this transaction. If any claims for brokerage commissions or finder’s fees or like payment arise out of or in connection with the transaction provided herein, and in the event any claim is made, all such claims shall be handled and paid by the Party whose actions or alleged commitment form the basis of such claim, and the Party whose actions or alleged commitment form the basis of a claim shall indemnify, defend, protect and hold harmless the other Party from and against any and all such claims or demands, including without limitation any attorneys’ fees or costs incurred in connection therewith. The representations provided in this Section shall survive the Closing or termination of this Agreement.

**15. Time.** Time is of the essence in every provision herein contained.

**16. Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

17. **Attorneys' Fees.** In the event of any litigation regarding the rights and obligations of the Parties under this Agreement, the prevailing Party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

18. **Negotiation and Construction.** This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

19. **Entire Agreement.** This Agreement, together with the Restated Lease Agreement between Seller and Purchaser related to the Property, in a form substantially similar to the attached Exhibit C, contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof, except to the extent reference to the Main Street PSA is necessary to interpret this Agreement. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

20. **Counterparts.** This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

21. **Further Assurances.** In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transaction contemplated hereby.

22. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

23. **Miscellaneous.** The provisions of this Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The Agreement between the Parties is only intended to create rights and/or obligations as between the signatory Parties. This Agreement is entered into and shall be governed by the laws of the State of Washington. The failure of either Party to insist upon strict performance of this Agreement shall not affect the right of that Party to insist upon strict performance at a later time. The Parties shall not be deemed to be agents of each other for purposes of this Agreement. Each Party hereto assumes liability for its own negligence, errors and omissions. The venue for any litigation arising out of this Agreement shall be in Pierce County Superior Court.

24. **Business Days.** In the event any date described in this Agreement relative to the performance of actions hereunder by Seller, Purchaser or Escrow Agent falls on a Saturday, Sunday or legal holiday, such date will be deemed postponed until the next business day thereafter.

**[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]**





EXHIBIT A  
LEGAL DESCRIPTION

An undivided one-half (1/2) interest in the 10,600 square foot library building ONLY, located upon the following described real property, situated in the City of Sumner, County of Pierce, State of Washington:

Lot 3 of Short Plat No. 77-208, as recorded in Book 15 of Short Plat, at page 51, records of Pierce County, State of Washington.

EXHIBIT B  
QUIT CLAIM DEED

After recording return document to:  
City of Sumner  
1104 Maple St.  
Sumner, WA 98390

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<b>DOCUMENT TITLE:</b>	Quit Claim Deed
<b>GRANTOR(S):</b>	Pierce County Library System, a Washington public library municipal corporation
<b>GRANTEE(S):</b>	City of Sumner, a Washington municipal corporation
<b>ABB. LEGAL DESCRIPTION:</b>	Bldg. upon Lot 3 of Short Plat No. 77-208
<b>ASSESSOR'S TPN:</b>	0420247003

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### QUIT CLAIM DEED

**The Grantor, the Pierce County Library System**, a Washington public library municipal corporation, for valuable consideration acknowledged by Grantor, hereby conveys and quit claims to the **City of Sumner, Grantee**, a Washington municipal corporation, the following described real property situated in Pierce County, in the State of Washington:

An undivided one-half (1/2) interest in the 10,600 square foot library building ONLY, located upon the following described real property, situated in the City of Sumner, County of Pierce, State of Washington, together with all after acquired title of the grantor in said undivided one-half (1/2) interest of said building:

Lot 3 of Short Plat No. 77-208, as recorded in Book 15 of Short Plat, at page 51, records of Pierce County, State of Washington.

GRANTOR:  
PIERCE COUNTY LIBRARY DISTRICT,  
a Washington public library municipal corporation

\_\_\_\_\_  
Georgia Lomax, Executive Director

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



# MEMO



Date: August 31, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: Sumner Property—Amended and Restated Lease for Current Property

Attached is the Lease for use of the Current Property. Parts of this were introduced to the Board during its August meeting but it wasn't fully available in final format until now. Key elements include:

- Annual lease cost of \$1.00;
- Ability to stay and operate at the Current Location for three (3) years, with two (2) six-month extension options that are based on financial and/or construction delays related to the New Property;
- Any major maintenance or repairs of \$50,000 or more automatically allows the City to share in the decisions for payment or proposing alternative options;
- The Library assumes 100% of the insurance costs, which adds only a few hundred dollars per year.

The Lease supersedes the original agreement dated 19 October 1992, and incorporates most typical contemporary lease terms. As both organizations do not pay property taxes, this document is considered a “double-N” (NN) instead of “triple-N” (NNN) in its form of agreement. The source document was crafted by our attorney Jemima McCullum, and subsequently reviewed and edited by Andrea Marquez, the City’s attorney.

EXHIBIT C  
RESTATED LEASE AGREEMENT

**AMENDED AND RESTATED  
LEASE AGREEMENT**

THIS LEASE (the “Lease” or this “Agreement”) is made and entered into this \_\_\_ day of September, 2021, by and between the **CITY OF SUMNER**, a municipal corporation and political subdivision of the state of Washington ("Landlord,") and **THE PIERCE COUNTY LIBRARY SYSTEM**, a Washington Public Library Municipal Corporation ("Tenant").

W I T N E S S E T H :

1. Purpose. On October 19, 1992, Landlord and Tenant entered into that certain Agreement for Purchase and Expansion of the Sumner Branch Library. And, on September 28, 1995, the Parties entered into a Memorandum of Lease, which was recorded with the Pierce County Auditor on October 25, 1995 under recording no. 9510250168. Collectively, the 1992 and 1995 agreements shall be referred to herein as the “Original Lease”. This Amended and Restated Lease Agreement is intended to repeal and entirely replace the Original Lease which shall upon execution hereof become null and void.

2. Property Leased. Landlord hereby leases, lets and demises unto Tenant and Tenant hereby leases from Landlord the property located at 1116 Fryar Avenue, Sumner, Washington, and legally described as follows:

Lot 3 of Short Plat No. 77-208, as recorded in Book 15 of Short Plat, at page 51, records of Pierce County, State of Washington.

Hereinafter, said property will be referred to as, the “Premises” or “leased premises”.

3. Rental Term.

(a) Initial Term. The initial term of this lease shall be for three (3) years, unless earlier terminated with sixty (60) days minimum prior written notice, beginning on the \_\_\_ day of \_\_\_\_\_, 2021 (the “Commencement Date”), and terminating at midnight on \_\_\_\_\_, 2024 (the “Expiration Date”) (collectively, the period between the Commencement Date and the Expiration Date will herein be referred to as, the “Term”). The term may be extended by the Tenant up to two times of six (6) months each, if reasonably necessary primarily due to financing or construction related reasons including but not limited to those related to funding, fundraising, construction delays related to COVID-19, material shortage or supply issues, labor issues, and events of force majeure. If the term is so desired to be extended, Tenant shall give Landlord no less than thirty (30) days’ prior written notice, and, provided Tenant is not in default, the Lease shall be so extended on the same terms provided herein, except as modified hereby as to the length of the Term. Each such extension shall be referred to herein as a “Renewal Term.” For purposes of this paragraph, the term, “force majeure” means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure events include acts of God, war, strikes, riots, fire, floods, epidemics, pandemics, or other similar occurrences.

(b) Immediate Move-In. Landlord shall provide Tenant with the keys to the building and the alarm code upon signing of the Lease, and Tenant may begin moving into the building as of that date. Notwithstanding the foregoing, Landlord shall ensure that the Premises are in broom clean

condition at the time of delivery to Tenant and the term of the Lease shall not commence until the Premises are delivered in such condition. Tenant shall be responsible for payment of all utilities upon receiving the keys and alarm code.

4. Rent and Payments.

Initial Term Base Rent. The base rent for the initial term of the Lease shall be \$1.00 per year payable annually on or before the first day of each lease year during the lease term, which rent Tenant covenants and agrees to pay. The base rent will not increase during the initial three (3) year term or either Renewal Term. This Base Rent is in recognition of the Original Lease and the terms discussed in that certain Real Estate Purchase and Sale Agreement, dated September \_\_, 2021, whereby the Tenant sold its one-half interest in the Premises to the Library under the terms stated therein. The Initial Term Base Rent stated herein does not violate public gifting laws.

5. Quiet Enjoyment. Landlord warrants title and quiet enjoyment of the Premises. As long as Tenant is in compliance with the provisions hereof, Landlord shall defend Tenant against any hindrance, interruption, objection or molestation by any person claiming title or rights in the Premises.

6. Use. The Tenant shall use the leased premises for the operation of a library or other reasonable permitted use. The Tenant shall not use or occupy or permit the leased premises to be used or occupied, nor do or permit anything to be done in or on the leased property, in a manner which will in any way violate any certificate of occupancy affecting the leased premises, or make void or voidable any insurance with respect thereto, or which will make it impossible to obtain fire or other insurance, or which will cause or be likely to cause structural damage to the building or any part thereof, or which will constitute a public or private nuisance, and shall not use or occupy or permit the leased premises to be used or occupied in any manner which will violate any present or future laws, rules or regulations of any governmental authority, including zoning.

7. No Representations. Neither the Landlord nor its agents have made any representations with respect to the leased premises except as expressly set forth herein, and no rights, easements or licenses are acquired by the Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. **TAKING OF POSSESSION OF THE PREMISES BY THE TENANT SHALL BE CONCLUSIVE EVIDENCE THAT THE TENANT ACCEPTS THE SAME "AS IS" AND THAT THE PREMISES WERE IN GOOD CONDITION AT THE TIME POSSESSION WAS TAKEN.**

8. Maintenance and Repair.

(a) Obligations of Tenant. Tenant shall, at its sole expense, maintain the interior portions of the building on the Premises referenced in this lease in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises in safe operating condition, including the entire interior of the building, floors, and glass/windows, but Landlord shall be responsible for all exterior portions of the building, and those portions which lie partially within and partially outside of the interior portions of the building, the roof structure, subfloor, foundation, exterior walls, and capital repairs and replacements to the heating, ventilation, air conditioning ("HVAC") equipment at the Premises, any repairs or changes needed to comply with code requirements, and the grounds of the Premises, including the sidewalks, landscaping and parking lot areas (collectively "Landlord's Repair Items"), which Landlord shall maintain in good condition

and repair at Landlord's expense. Should any Landlord Repair Item exceed the cost of Fifty Thousand Dollars (\$50,000.00), the Parties agree to meet in advance of the repair and confer about the item to determine whether there are appropriate alternatives to the City expenditure that will satisfy both Parties, including but not limited to cost sharing or relocation. Landlord shall maintain the landscaping, the parking lot, and the sidewalks in safe operating condition. Tenant shall not damage any Landlord's Repair Items and shall promptly repair any damage or injury done thereto caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. Except as expressly provided otherwise herein, Tenant shall be responsible for any and all improvements to be made to the Premises to bring them up to the standards necessary for compliance with all code and licensing for the daycare business to be conducted by Tenant.

(b) Upon Expiration of Lease. Upon expiration of the Term, as the same may be extended, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when first leased by the Tenant from Landlord or as thereafter improved, reasonable wear and tear excepted.

(c) Obligations of Landlord. The Obligations of Landlord are set forth in Section 8(a) above, but Landlord shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Tenant or its agents, employees, contractors or invitees therein.

(d) Landlord's Right to Repair. If Tenant fails to keep, repair, and maintain the leased premises as required in this Section 7, then Landlord may, at its option, following thirty (30) days' prior written notice to Tenant in which the failure is specifically identified, put or cause the same to be put in the condition and state of repair agreed upon, and in such case Tenant shall promptly pay and reimburse the entire cost thereof to Landlord. The notice requirement in the preceding sentence may be shortened or given by telephone or facsimile transmission (as the circumstances may require or permit) if the repair presents an emergency which requires immediate correction. Failure of Tenant to pay within ten (10) days of receipt of written notice from Landlord shall be considered to be a default or breach within the meaning of Section 20.

9. Alterations and Additions. Tenant shall make no alterations, additions or improvements to the leased premises, nor shall Tenant make any alteration of or changes to the Buildings' electrical service or plumbing system, without first obtaining Landlord's written consent, which consent will not be unreasonably withheld. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises and Landlord's consent shall not be required for Tenant's installation or removal of those items. All alterations, additions or improvements approved by Landlord shall be installed by Tenant at its sole cost and in compliance with all laws, orders and regulations of any applicable governing body, and Tenant at its expense, shall furnish to Landlord a set of plans showing all such changes. All alterations, additions or improvements made by Tenant shall become the property of Landlord upon their incorporation into either Building or the Land. Tenant shall, however, at the end of the Term remove all of its trade fixtures, and promptly repair any damages caused by such removal. Tenant shall have the right to place and install personal property, trade fixtures, machinery, equipment, and other temporary

installations in and upon the Premises and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures and temporary installations whether acquired by Tenant at the commencement of the Term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord.

10. Utilities. The Tenant shall pay all charges for all utilities serving the Premises, including, but not limited to, telecommunications, internet, security system monitoring, water, electricity, heat, telephone, garbage and other utilities and charges which shall be charged against the leased Premises during the full term of this lease and all renewals thereof.

11. Insurance.

(a) Types of Insurance. At all times during the term of this lease or of any extension thereto, the Tenant shall, at its sole cost and expense and as additional rent, maintain in full force and effect the following insurance:

(i) Public liability insurance with a minimum coverage of Two Million Dollars (\$2,000,000.00) for personal injury or death and full replacement value for property damage arising out of any one occurrence;

(ii) Fire and extended coverage insurance in an amount of the greater of One Million Dollars (\$1,000,000.00) or the full replacement value of the leased premises and the contents of the leased premises, including all personal property, fixtures, and Tenant improvements and trade fixtures.

(b) Jointly. All policies of insurance required to be maintained by the Tenant shall name the Tenant and the Landlord, jointly as insureds as their respective interests may appear.

(c) Certificates of Insurance. All insurance required to be maintained by the Tenant under this lease shall be effected with insurers authorized to transact business in the State of Washington and with a company acceptable to the Landlord. On the effective date of this lease, and thereafter not less than fifteen (15) days prior to the expiration dates of the existing policies furnished pursuant to this paragraph, certificates evidencing the required insurance shall be delivered by the Tenant to the Landlord. Within fifteen (15) days after the premium on each such policy shall become due and payable, evidence shall be supplied to the Landlord of such payment.

(d) Cancellation Notice. All insurance required to be maintained by the Tenant shall include a ten (10) day cancellation notice to Landlord.

(e) Waiver of Subrogation Clause. Any policy of insurance carried by either the Landlord or the Tenant shall, to the extent available, contain a waiver of subrogation clause on the part of the insurer.

12. Indemnity and Non-Liability.

(a) Tenant Indemnity. Tenant agrees to indemnify and hold Landlord harmless against any and all liability arising in any manner out of Tenant's occupancy, irrespective of negligence other than Landlord's negligence and of whether the claims be for damages to property or for personal injury of any persons, including death.

(b) Landlord Not Liable. Except to the extent of claim arising out of Landlord's gross negligence or intentional misconduct, neither the Landlord nor the Landlord's agents or employees shall be liable for any personal injury or death to the Tenant, its officers, agents and employees, or to any other person in or about the leased premises, or for any damage or loss to any property of the Tenant or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence of occupants of adjacent properties. Landlord shall not be liable for any defect in the construction or condition of the leased premises, including any common areas, whether known or unknown, or for damages by storms, rain or leakage.

(c) Waiver of Subrogation. Landlord and Tenant hereby release one another from every and all right, claim and demand or liability for any loss or losses occasioned by fire and such items as are included under the normal coverage clauses of property insurance policies and any losses resulting from business interruption at the Premises or loss of rental income from the Premises occasioned by fire and such other items as are included under the normal coverage of property insurance policies, provided such releases do not in any manner void or significantly increase the cost of the property insurance policies carried by the respective parties. Each party shall exert its best efforts to cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

(d) Waiver of Worker's Compensation Immunity. Tenant's indemnification obligations contained in this Lease shall not be limited by any worker's compensation, benefit or disability laws, and Tenant hereby waives any immunity that Tenant may have under the Industrial Insurance Act, Title 51 RCW and any similar or successor worker's compensation, benefit or disability laws. This waiver is for the exclusive benefit of Landlord and is not intended, and shall not be construed, to be for the benefit of any employee of Tenant.

13. Subordination. This lease is subject to and is hereby subordinated to the lien of all existing and future mortgages, deeds of trust and other encumbrances placed by the Landlord or for the Landlord's benefit upon the leased premises or the property of which said Premises are a part. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant agrees, nevertheless, to execute and deliver such further instruments subordinating this lease to the lien of any such mortgage or deed of trust as may be reasonably requested by the mortgagee.

14. Attornment. Tenant shall in the event of the sale or assignment of Landlord's interest in the building of which the leased premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of a power of sale under any mortgage or deed of trust made by Landlord covering the leased premises, attorn to the purchaser and recognize such purchaser as the Landlord under this lease thereafter.

15. Inspection.

(a) Inspect Leased Premises. Landlord may, upon twenty-four (24) hours' notice to Tenant, visit the leased premises at any reasonable time for the purpose of determining Tenant's compliance with provisions of this Lease and to inspect the Premises, and Landlord may be accompanied by any person or persons who may have an interest in the purpose of the Landlord's visit, provided that Landlord shall use all reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

(b) Necessary Repairs. Landlord, its employees or agents shall be permitted to enter the leased premises upon twenty-four (24) hours' notice to Tenant for the purpose of making any necessary repairs to the leased premises and performing any work therein that may be necessary by reason of the Tenant's default or otherwise under the terms of this lease. Nothing herein shall imply any duty upon the Landlord to do any such work, and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default. The Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to the Tenant or the subtenants or assignees of the Tenant by reason of making such repairs or the performance of any such work in or on the leased premises, or on account of bringing materials, supplies, and equipment into or through the leased premises during the course of such work, and the obligations of the Tenant under this lease shall not thereby be affected in any manner; however, Landlord shall use all reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

16. Right to Show Property. Tenant shall permit inspection of the leased premises by or on behalf of prospective purchasers of the property, during business hours, at any time during the lease term or any extension thereof. During the three months prior to the expiration of the term of this lease or of any extension thereof, Tenant shall permit inspection of the leased premises during reasonable hours by or on behalf of prospective tenants and Landlord shall have the right to display "For Rent" signs on the leased premises.

17. Signs. Tenant shall not display or erect any lettering, sign, advertisement, awning or other projection in or on the leased premises, or in or on the building of which it forms a part, or any window thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

18. Tenant's Default.

(a) Events of Default. The following events are deemed to be events of default under this lease:

(i) If the Tenant shall be in default of the performance of any covenants of this lease, other than the covenants for the payment of base rent or additional rent, and if such default is not cured within twenty (20) days after written notice thereof is given by the Landlord; or if such default should be of such a nature that it cannot be cured completely within such twenty (20) day period, if the Tenant shall not have promptly commenced within such twenty (20) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default;

(ii) If the Tenant shall be adjudged a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a receiver or trustee in bankruptcy shall be appointed for the Tenant's property and such appointment is not vacated within thirty (30) days (for these purposes the "Tenant" shall mean the Tenant who is then in possession of the leased premises);

(iii) If this lease shall be assigned or the leased premises sublet other than in accordance with the terms of this lease and such default is not cured within twenty (20) days after written notice to the Tenant;

(iv) If the Tenant shall be in default of the payment of any base rent or additional rent

and such default is not cured within five (5) days after mailing of written notice thereof by the Landlord.

(b) Entry Upon Default. If any of the above events of default are not cured within the period stated above, then Landlord may immediately or at any time thereafter and without further notice or demand enter into and upon the leased premises or any part thereof and take absolute possession of the same, fully and absolutely without such reentry working a forfeiture of the rents to be paid or of the covenant or covenants to be performed by the Tenant and any guarantors for the full term of this lease, and Landlord may further, strictly at Landlord's election, lease or sublease the Premises or any part thereof on such terms and conditions and for such rents and for such period of time as the Landlord may elect, and after crediting the rent actually collected by the Landlord for such reletting against the rental stipulated to be paid under this lease by the Tenant, collect from Tenant any balance due on the rent reserved under this lease, plus all additional costs to Landlord of reletting the Premises. Tenant shall pay any such deficiency each month as the amount thereof is ascertained by Landlord, without the necessity of separate enforcement proceedings.

(c) Additional Rent. Tenant agrees to pay as additional rent any and all sums which may become due by reason of the failure of Tenant to comply with all the covenants of this lease..

(d) Landlord May Correct Deficiency. Without in any way limiting the above remedies in the event of default, if Tenant shall default in the performance of any covenant or condition in this lease required to be performed by the Tenant, Landlord may, at its option and upon twenty (30) days written notice to the Tenant, or without notice if in the Landlord's opinion an emergency exists, perform such covenant or condition for the account and at the expense of Tenant. If Landlord shall incur any such expense to remedy a default, Tenant shall reimburse the Landlord for all sums paid to effect such cure. Should the Tenant, pursuant to this lease, become obligated to reimburse or otherwise pay the Landlord any sum of money under this provision, the amount thereof shall be deemed additional rent and may, at the option of the Landlord, be added to any subsequent installment of rent due and payable under this lease, and Landlord shall have all the remedies for default in payment of rent provided for otherwise in this section. The provisions of this paragraph shall survive the termination of this lease.

(e) Not Exclusive Remedies. The statement of specific remedies as set forth above is not exclusive, and the Landlord shall, at its option, have available any and all other remedies for default available to it under the laws of the State of Washington.

19. Surrender of Premises. The Tenant shall on the last day of the Term, or upon the sooner termination of the Term, peaceably and quietly surrender the leased premises to the Landlord, broom clean, in as good condition as it was at the beginning of the term of the lease, reasonable use, wear and tear excepted. Any property not removed by Tenant upon surrender of the lease shall become the property of the Landlord.

20. Covenants Real. Every covenant in this lease shall be deemed and treated to be a covenant real running with the Premises during the term hereof, and shall extend to the heirs, legal representatives, successors and assigns of the parties. No change in the Landlord's ownership of the Premises, or rights to the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or reduce the rights of the Tenant. No change in the Landlord's ownership in the Premises shall be binding upon Tenant for any purpose until Tenant shall have been given notice thereof.

21. Liens. Tenant shall keep the leased premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Tenant.

22. Trade Fixtures and Equipment. Tenant may remove its equipment, machinery and trade fixtures at the end of this lease and at any time prior thereto, but shall, at its own cost and expense, repair any and all damaged to the leased premises caused by such removal.

23. Removal of Alterations. Landlord shall notify Tenant at least thirty (30) days prior to the expiration of the initial lease term or extension thereof, as applicable, which of any of the alterations or improvements previously made by Tenant to the leased premises must be removed. Failure of Tenant to remove any alterations and improvements designated by Landlord for removal shall be deemed a holding, and Tenant shall be liable for rent for the period of time beyond the expiration of the applicable lease term before they are removed. Tenant agrees to restore the leased premises to their condition prior to the making of such alterations or improvements designated for removal by the Landlord, excepting ordinary wear and tear, risks covered by fire and extended coverage insurance and acts of God. If Tenant fails to restore the leased premises to their former condition, Landlord may do so, and Tenant shall be liable for all costs and expenses thereof, together with rent until all work has been completed. If Landlord fails to notify Tenant at least thirty (30) days prior to the expiration of the initial lease term or extension thereof, as applicable as to which alterations and improvements must be removed, then Tenant shall have no obligation for removal.

24. Attorneys' Fees. In any action brought to enforce any provision of this lease, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorneys' fees incurred by the prevailing party.

25. Construction. This lease is being entered into and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought to enforce any terms of this Lease shall lie in Pierce County.

26. Notices. Notices provided for herein may be mailed to the parties at the addresses specified herein or at such other addresses as the parties may from time to time hereafter specify in writing.

Landlord: City of Sumner  
Jason Wilson, City Administrator  
1104 Maple Street  
Sumner, WA 98390

Tenant: Pierce County Library System  
Georgia Lomax, Executive Director  
3005 112<sup>th</sup> St E  
Tacoma, WA 98446

27. Severability. If any term, covenant, condition or provision of this Agreement, or the application of this Agreement to any person or circumstance shall be determined invalid or unenforceable, the remaining provisions of this Agreement shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.

28. Benefit. This Agreement shall not be assignable by either party and shall be binding

upon and inure to the benefit of the parties hereto, their respective heirs and successors.

29. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. Alternative Dispute Resolution.

(a) Negotiation. In the event there is a dispute among the parties arising out of or relating to this Agreement, the parties shall attempt in good faith to resolve that dispute promptly by negotiation. Any party may give each other party written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within ten (10) days of the delivery of a Notice of Dispute, the parties will meet at a mutually acceptable time and place, and attempt to resolve the dispute. All documents and other information or data on which each party relies concerning the dispute shall be furnished or made available on reasonable terms to each other party at least five (5) business days before the first meeting of the parties.

(b) Mediation. If the dispute has not been resolved by negotiation within twenty (20) days after the delivery of a Notice of Dispute, the parties agree that all disputes or claims relating to this Agreement shall be submitted to Judicial Arbitration & Mediation Services, Inc. ("JAMS") for mediation. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, describing the subject of the dispute and the relief requested. The mediation session shall be conducted in Pierce County, Washington. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel and in scheduling the mediation proceedings. If the parties are unable to agree on the mediator, then the mediator shall be selected by JAMS. The parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving any of the parties, provided that evidence otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

31. Other Documents. Each party undertakes to execute such additional or other documents as may be required to fully implement the intent of this Agreement.

32. Paragraph Headings, Gender and Number. Paragraph headings are not to be construed as binding provisions of this Agreement; they are for the convenience of the parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender and number appropriate in the context.

33. Signature by Facsimile. The parties agree that the facsimile transmission of any signed original document shall constitute a valid signature of that document. At the request of any other party, the party signing by facsimile will confirm facsimile transmitted signatures by signing an original document at a later date, upon reasonable notice.

34. Interpretation. All parties participated in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed either for or against any party, but this Agreement shall be interpreted and construed in accordance with the general tenor of the language

in an effort to reach an equitable result. The parties expressly waive and repudiate any rule of law which attaches any significance to which party prepared this Agreement.

35. No Third-Party Beneficiaries. No provision of this Agreement is intended nor shall any provision of this Agreement be interpreted to create any benefit to any person or entity not a party to this Agreement.

*Signatures Appear on Next Page*



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PIERCE )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared William L. Pugh, known to me to be the Mayor of the City of Sumner, Washington, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY SIGNATURE  
PRINTED NAME: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PIERCE )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Georgia Lomax, known to me to be the Executive Director of the Pierce County Library System, a Washington public library municipal corporation, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY SIGNATURE  
PRINTED NAME: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

# MEMO



Date: August 31, 2021

To: Pat Jenkins and Members of the Board of Trustees

From: Georgia Lomax, Executive Director

Subject: 2022 Planning Overview

As the Library develops its annual work plan and budget, we start with a review of the strategic framework that was established during the 2017 strategic planning process using a public engagement process and staff input. This framework guides the Library in the creation of an annual strategic plan through intentional investments of resources and efforts that spark success in our communities. It includes focus areas for library services in learning, enjoyment, and community connections to meet the needs and priorities described by the public during the public input process, as well as core services that the public can always count on.

With adoption in 2019 of the Library's fiscal sustainability plan, strategic directions were identified to serve as priorities through the multi-year funding cycle. They build on and deepen the work being done under the strategic framework and add the next level of strategy and clarity for priorities and use of resources.

The strategic directions are:

- Outward facing – Priority Audience
  - Asset-limited, income constrained, employed (ALICE) community members who have challenges meeting basic needs
- Inward facing – Organizational Excellence
  - Organizational maturity and resilience
- Future facing – Capital Investments
  - Long term strategies to provide spaces and technology to respond to and meet the needs of growing and changing communities

The fiscal sustainability plan intentionally sets aside revenue at the start of the funding cycle, then uses those funds at the end of the funding cycle. This allows the Library to plan for and deliver robust services throughout a seven to 10 year period, while still making needed capital investments.

COVID brought many unexpected challenges during 2020 and 2021, and many chances to learn. Though COVID appears far from over, 2022's work on the Library's strategic direction of "organizational excellence" will include building a mindset and practices that help us move from being reactive to proactive when faced with outside factors. Not just about COVID or racial equity or the things our communities have experienced during the past two years, but in recognition that the world around us will

continue to bring new things, big and small, to us that may/will require the library to take big (or little) actions in response, or even better, in anticipation.

As we develop the work plan and budget for next year, we want to create a clear plan and direction that incorporates what we have learned about how to respond to external circumstances. Building possible scenarios of what those outside influences might be will help us be prepared, and decide things like – what is likely to happen and how soon, and are there actions or planning we should do now. We must continue to explore if and how the public’s use of and expectations of libraries, their services and the experiences they desire are changing.

We want to consider and understand the changes that may be required of the Library to ensure we continue offering the services our communities value, need, and use, and that we understand how expectations of the Library and of using the Library are changing or may change. The question we posed in last month’s 2022 work plan and budget memo was:

*How the Library’s near- and long-term service priorities might need to change to respond and remain relevant for our customers and communities.*

During the meeting we’d like to hear your thoughts or guidance as we consider this issue.

# MEMO



Date: August 25, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: Fiscal Management Policy Review

Please find attached the Board's Fiscal Management policy. The review serves as a reminder of the Board's and Library's fiscal philosophies and also as an opportunity to consider any revisions as the next fiscal year's budget is being prepared.

The most recent revision, conducted in fall of 2019, included the concept of the Funding Cycle and authorized the creation of the Sustainability fund, as well as other minor amendments.

## **Auditor Recommendations**

For this year's review, we need to incorporate State Auditor recommendations for renaming the Special Purpose Fund to be less generic and more descriptive to its existence. Currently, the Special Purpose Fund houses two board-approved set-asides: The Future Land, Property, and Buildings set-aside and Future Election set-aside. Their balances at the end of 2020 were \$2.83 million and \$1.02 million, respectively. There are two options:

1. Rename the fund itself to something else, such as Future Investment Fund, or the like. This requires a simple resolution approved by the Board, and no other changes are needed. It will continue to accumulate deposits as approved by the Board, typically each December.
2. Pull out both of the set-asides and create separate funds for each, with descriptive names. This requires a series of Board actions to create the funds, approve resolutions to move monies from the Special Purpose Fund to them, and increases the overall number of resolutions each year. Like above, any deposits are approved by the Board at year end.

We are recommending Option 2 with the names, *Land and Buildings Fund* and *Elections Fund*, which are contained in the draft Fiscal Management Policy update.

Separately, we are proposing two new policies for Purchasing and Procurement, and Surplus. They are included after this Fiscal Management Policy.

## Fiscal Management

### Policy Statement

The Pierce County Library System (“Library”) Board of Trustees shall implement and maintain sound financial management of the entrusted resources provided by the taxpayers and other sources of funding, consistent with the Library’s mission.

In accordance with state law, RCW 27.12.070, the Pierce County Office of the Assessor-Treasurer serves duly as the Library’s fiscal agent, and the Library implements all accounting rules and processes required by the Assessor-Treasurer.

As authorized by the State Auditor, the Library implements the cash basis of accounting, but can choose to implement modified accrual or full accrual basis of accounting. Cash basis of accounting does not conform to Generally Accepted Accounting Principles (GAAP) and the State Auditor notes this status in annual audit reports.

### Definitions

*Budget:* A statement of anticipated revenues to be used for planned expenditures.

*Capital Improvement Fund:* A fund that is set aside for major asset and system purchases, maintenance, and improvements.

*Cash:* The actual cash contained on hand or in a financial institution, to include any cash invested through the Pierce County Treasurer.

*Cash reserves:* A portion of cash that is set aside in any fund for short-term, mid-term, and long-term sustainability without needing to incur debt.

*Current Year Revenue:* A combination of new revenue, use of fund balance, and transfers from a Levy Sustainability Fund.

*Expenditure management:* A process to capture and report actual expenditures compared to the budget of planned projects and operations.

*Fund Balance:* The projected available cash after satisfying all recorded liabilities and accruals to be paid.

*Funding Cycle:* A multiyear fiscal strategy will likely have three phases that may or may not be sequential. Phase 1: The Library receives more money than is expended, and additional funds are deposited into the Levy Sustainability Fund. Phase 2: Revenue and expenditures are in balance and no funds are deposited into or withdrawn from the Levy Sustainability Fund. Phase 3: Expenditures exceed revenue and funds are withdrawn from the Levy Sustainability Fund to close the shortfall.

*General Fund:* A public sector accounting term for the primary fund to operate a governmental entity. It records all financial activities to conduct day-to-day business.

*Levy Sustainability Fund:* A Special Revenue Fund that is used to accumulate cash at the beginning of a Funding Cycle in order to balance subsequent budgets without incurring major reductions in services.

*Special Revenue Fund:* A fund that is designated by the governing body as having a restricted or committed use for specific purposes.

[Property and Facility Fund: A Special Revenue Fund that is used to accumulate funds for purposes of purchasing property, land development, and major facilities construction.](#)

[Elections Fund: A Special Revenue Fund that is used to accumulate funds for purposes of paying for election costs, primarily ballot printing and mailing costs, legal costs, and consulting costs.](#)

## Policy

The Library Board of Trustees establishes the following fiscal management policy, which requires Board Action to enforce, make decisions, make exceptions, or otherwise implement to the extent law allows:

1. Current year general fund operations are funded from current year revenues.
2. Cash may be transferred among funds.
3. Debt may be incurred as a last resort.
4. Cash reserves is a fiscal resource to stabilize long-term library sustainability. Cash reserves may be used but not as a sole substitute for budget reductions to meet economic challenges.
5. Upon declaring a need for cash reserves to address a severe emergency having effects that cannot be addressed through the existing budget, the Board may pass a motion to release cash reserves for purposes of continuity of operations and services. Examples of emergencies are a natural disaster or a virulent pandemic.
6. Cash reserves in all funds shall maintain positive fund balances that plan and account for fiscal year patterns of revenues and expenses. The General Fund shall have adequate cash reserves beginning January 1 of every fiscal year to pay for anticipated expenses until the first major property value receipt occurs on or around May 1. The Capital Improvement Fund shall have adequate cash reserves beginning January 1 of every fiscal year to pay for anticipated expenses until the General Fund transfer occurs during the fiscal year. Specific guidelines shall be managed under Library Responsibility below.
7. The Library Board of Trustees may set cash reserve balances for any Fund as circumstances require.
8. For purposes of managing the Library's finances, additional fund types may be implemented.
9. To pay for capital improvement projects, a Capital Improvement Fund is established and funded appropriately by and through General Fund transfers and other multiple funding sources including but not limited to, grants, donations and distributions from external sources such as a Foundation, restricted or unrestricted revenues, special set-asides, and other sources of revenue.
10. To pay for special purpose projects, a Special Revenue Fund called the Special Purpose Fund is established and funded appropriately by and through multiple funding sources including but not limited to, grants, donations and distributions from external sources such as a Foundation, restricted or unrestricted revenues, General Fund transfers, special set-asides, and other sources of revenue.
11. To manage funds for a funding cycle's fiscal sustainability, a Special Revenue Fund called the Levy Sustainability Fund is established and funded appropriately by and through multiple funding sources including but not limited to, direct tax revenue receipts, General Fund transfers, and any other sources designated for fiscal sustainability.

[12. To manage funds for future land and buildings, a Special Revenue Fund called the Property and Facility Fund is established and funded appropriately by and through multiple funding sources including](#)

but not limited to, direct tax revenue receipts, General Fund transfers, and any other sources designated for land and buildings.

13. To manage funds for future election costs, a Special Revenue Fund called the Elections Fund is established and funded appropriately by and through multiple funding sources including but not limited to, direct tax revenue receipts, General Fund transfers, and any other sources designated for elections.

~~12~~14. When there are unanticipated revenues and savings, the Board will consider transferring all or some portion thereof to any other fund.

~~13~~15. The Board approves an annual budget for revenues and expenditures in each fund, and any substantial modifications throughout the year.

~~14~~16. The annual budget process anticipates the need for long-term sustainability of services and future system expansion and improvement, and allocates revenue accordingly. The Board recognizes that in the absence of new revenue sources such as annexations, levy lid-lifts, or bonds, additional services from system growth will need to be funded mostly through reductions in operational costs.

### Library Responsibilities

The Board expects the Library staff to carry out the following responsibilities:

1. Establish and administer a budget and expenditure management system to meet the goals of this policy.
2. Establish and maintain financial procedures for managing the Library's cash. Document, keep prudently current, and enforce such financial procedures as an implementation of this fiscal policy.
3. Establish a multiyear Funding Cycle and maintain a Sustainability Fund strategy to sustain services to the Library's communities.
4. Establish and maintain a current year cash-flow solvency strategy to sustain positive balances that ensure short-term debt is not used to pay for operations. Cash of at least four months of anticipated operating costs shall be available in the fund balance as of January 1 of each fiscal year. This four-month cash balance is calculated with all yearend payables having been satisfied.
5. Develop and manage fiscal practices and strategies so that cash reserves have at least two percent (2.00%) of the following year's anticipated revenues in addition to the amount set aside for General Fund solvency.
6. Administer a long-term cash-flow projection as an anticipatory approach to budget for and meet the Library's expenditure needs for future operations, including bill management.
7. Implement the State of Washington's Budget, Accounting, and Reporting System (BARS).
8. Furnish to the Board appropriate financial reports on a monthly basis, and deliver the annual report to the Board subsequent to filing it with the State of Washington.
9. Make efforts to reduce operational costs as part of the annual budget process anticipating that future service expansion may need to be met without significant future revenue increases.
10. Maintain a goal of 4% of average annual General Fund revenues in the year-end Capital Improvement Fund Balance over a ten-year period.

11. Bring to the board for approval purchase orders or payments above a Board-designated dollar threshold as stated in the Administrative Policy. Purchases of materials (books, movies, databases and related subscriptions, etc.) are exempt from this clause.

The Board of Trustees shall review this fiscal management policy prior to or in conjunction with considerations of the annual fiscal year budget process, and amend it as deemed appropriate.

#### Board Policy 3.15

**Adopted by the Board of Trustees of the Pierce County Library System, August 3, 1995. Revised and approved on: June 13, 1996; July 23, 1998; June 9, 2004; August 8, 2007; October 14, 2009, November 18, 2015, September 13, 2017, July 10, 2019, December 11, 2019, [and XXXXXXX, XX, 2021](#).**

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## **Fiscal Management**

### **Policy Statement**

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*Budget:* A statement of anticipated revenues to be used for planned expenditures.

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*Fund Balance:* The projected available cash after satisfying all recorded liabilities and accruals to be paid.

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*General Fund:* A public sector accounting term for the primary fund to operate a governmental entity. It records all financial activities to conduct day-to-day business.

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11. To manage funds for a funding cycle's fiscal sustainability, a Special Revenue Fund called the Levy Sustainability Fund is established and funded appropriately by and through multiple funding sources including, but not limited to, direct tax revenue receipts, General Fund transfers, and any other sources designated for fiscal sustainability.
12. When there are unanticipated revenues and savings, the Board will consider transferring all or some portion thereof to any other fund.
13. The Board approves an annual budget for revenues and expenditures in each fund, and any substantial modifications throughout the year.
14. The annual budget process anticipates the need for long-term sustainability of services and future system expansion and improvement, and allocates revenue accordingly. The Board recognizes that in the absence of new revenue sources such as annexations, levy lid-lifts, or bonds, additional services from system growth will need to be funded mostly through reductions in operational costs.

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The Board expects the Library staff to carry out the following responsibilities:

1. Establish and administer a budget and expenditure management system to meet the goals of this policy.
2. Establish and maintain financial procedures for managing the Library's cash. Document, keep prudently current, and enforce such financial procedures as an implementation of this fiscal policy.
3. Establish a multiyear Funding Cycle and maintain a Sustainability Fund strategy to sustain services to the Library's communities.
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10. Maintain a goal of 4% of average annual General Fund revenues in the year-end Capital Improvement Fund Balance over a ten-year period.
11. Bring to the board for approval purchase orders or payments above a Board-designated dollar threshold as stated in the Administrative Policy. Purchases of materials (books, movies, databases and related subscriptions, etc.) are exempt from this clause.

The Board of Trustees shall review this fiscal management policy prior to or in conjunction with considerations of the annual fiscal year budget process, and amend it as deemed appropriate.

### **Board Policy 3.15**

**Adopted by the Pierce County Rural Library District Board of Trustees, August 3, 1995. Revised and approved on: June 13, 1996; July 23, 1998; June 9, 2004; August 8, 2007; October 14, 2009, November 18, 2015, September 13, 2017, July 10, 2019, December 11, 2019**

# MEMO



Date: August 31, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: Purchasing and Procurement, and Surplus Policies

The Library has had long-standing practices with applying rigorous processes for acquisitions of equipment and services, and dispositions of equipment. The Board also participates in those practices from time to time, specifically for approvals and surplus of equipment no longer needed.

When I reviewed the Fiscal Management Policy to propose certain changes, it became clear that we need to enact Board-level policies that support activities that are conducted in administrative policies. These then document and explicitly authorize the Board to set certain thresholds as well as conduct disposition of items.

Provided below are two such Board policies:

- Purchasing and Procurement; and
- Surplus

During the Board meeting, we'll review them and answer any questions or comments you may have.

Board action is required to approve them:

***Action: Move to approve the Board Policy on Purchasing and Procurement as presented.***

***Action: Move to approve the Board Policy on Surplus as presented.***

# Board Policy (NEW POLICY)

## Purchasing and Procurement Policy

### Policy Statement

The Pierce County Library System (“Library”) Board of Trustees authorizes the Library to make purchases and procurements in a manner that upholds and provides responsible stewardship of public funds.

### Definitions

*Goods and Services:* purchases and procurements that generally exclude ongoing personnel costs and materials provided to the public.

*Purchase:* the act of acquiring goods and services, generally through purchase orders, direct payments, contractual payments in part or whole, and purchase card payments.

*Procurement:* the method of acquiring goods and services, generally through a competitive selection process that can result in a form of agreement or contract.

*Sole Source:* the award to a specific vendor due to compelling reasons to forego normal procurement processes.

### Policy

Purchase and procurement are under the authority of the Executive Director. Daily operations are delegated to the Finance Department and are conducted in strict adherence with applicable federal and state laws and regulations. The process of selecting vendors, managing contracts and agreements shall be subject to ethical standards and embody the value of stewardship of the public’s investment.

Purchase and procurement activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of product or service to be acquired, and support the goals of cost efficiency and quality. Wherever required, the Library shall follow Washington State laws regarding procurements as applicable to the Library.

The Board of Trustees shall:

- Review and approve initial or non-recurring purchases of \$150,000 or more that are approved within a fiscal year budget;
- Review and approve initial or non-recurring purchases of \$50,000 or more that were unanticipated or not specifically contained within a fiscal year budget;
- Review and approve sole-sourced vendors with contracts or agreements valued at \$50,000 or more, or as other reasons so require;
- Review and adjust these thresholds from time to time when Library budgets change by more than 10% over a duration or as other conditions so warrant; and

- Authorize the Library to establish and maintain an Administrative Policy on Purchasing and Procurement, to be administered by the Finance Department.

## References

- Board Policy on Fiscal Management
- Board Surplus Policy

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# Board Policy (NEW POLICY)

## Surplus Policy

### Policy Statement

The Pierce County Library System (“Library”) Board of Trustees authorizes the Library to surplus equipment in a manner that upholds and provides responsible stewardship of publicly funded procurements.

### Definitions

*Equipment*: broadly includes physical items that generally have useful lifespans of more than a year, including but not limited to, computers, printers, vehicles, books, furnishings, shelving. Equipment in this context excludes consumables or office supplies, such as pens, pencils, paper, staplers, etc.

### Policy

Library staff will from time to time provide a list of equipment that is no longer needed. The Board of Trustees will review and approve the surplus and disposition of equipment.

Surplus activities are delegated to the Finance Department and administered through progressive attempts to recover as much value out of the equipment being disposed, in the following priority order:

1. Competitive, open, and fair to the public at large, including but not limited to outsourced auctioneers or third-party sellers;
2. Alternative means that include sole-source sales, donations to recycle centers, or other means of recovery that may be available;
3. Land waste as last resort.

From time to time, certain situations may call for a different priority order due to turnaround time or cost-efficiency.

An interlocal agreement may be used to extend the life of publicly funded equipment to other Washington State governmental entities, without regard for the surplus methods provided above.

Appropriate disposition documentation shall be retained as to the means and methods of surplus.

In no case shall library personnel, trustees, and volunteers, acquire surplus equipment under any method except those available to a member of the public at large.

### References

- Board Policy on Fiscal Management
- Board Policy on Purchasing and Procurement

# MEMO



Date: August 30, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: Estimated 2021 Property Values for 2022 Tax Levy

The Pierce County Assessor-Treasurers Office recently released their annual report on property revaluations in Pierce County.

Countywide the Assessor-Treasurer reports that residential properties increased by a weighted average of 16.33%, which is nearly twice that of last year's. The commercial property revaluation report reported a 6.86% increase across all of Pierce County. These reports offer an early and reasonably accurate glimpse for both new construction and the mill rate, which we will use as we begin budget development and until the preliminary certificate is received.

After factoring out cities that are not within our taxing district, I am estimating:

- overall property value change to land between 13% and 17%,
- 1.00% increase of \$415,000 (assuming the IPD is at least 1% or if less, the Board passes a "substantial need" resolution),
- revenue from new construction is projected to be between \$600,000 and \$900,000, and
- our mill rate to drop from 43.6 cents per \$1,000 to between 38 and 41 cents per \$1,000 of assessed value.

The Assessor has until August 31 to calculate new construction, at which point the preliminary certificate is drafted and sent to taxing districts. The County will send us the preliminary certificate in early September, which will be used to construct the revenue side of the 2022 budget.

During an upcoming Board meeting, we will need to discuss the banked capacity that the Board approved last year. At the time, the Board elected to both override the IPD and not take the 1.00% increase, effectively created banked capacity. The going assumption at that time was to draw down the banked capacity over three years, beginning with fiscal year 2022. We will want to discuss this during the budgeting process. The total banked capacity is estimated to be between \$400,000 and \$500,000, which will be finalized once we receive the preliminary certificate next month.

Please see attached extracted data tables for the County breakdown of property value changes for residential properties.

**Assessed Value Changes by Property Type and Year**

The overall change in the assessed value of residential property (excluding manufactured homes<sup>4</sup>) is indicated in the following chart. The previous year’s change is also shown for comparison. The overall trend is shown at the beginning of the “Sales Statistics” section. The percent may differ from the trend to maintain an acceptable assessment level. See tables below for assessment changes by property types and an overall change.

	<b><u>2020-2021</u></b>	<b><u>2019-2020</u></b>
Townhomes (Condos)	14.54%	9.63%
Multi-Units (2 to 4 units)	17.63%	12.65%
Single Family Residences	16.23%	8.45%
<u>Land (Vacant)</u>	<u>20.65%</u>	<u>13.95%</u>
Overall	16.33%	8.71%

<sup>4</sup> Manufactured Home changes will be provided in supplementary reports

# Pierce County Assessor-Treasurer 2021 Residential Revaluation Report

## Average Assessed Value(AV) Change by City

City	*Included Accounts	Prev Yr Avg AV	Curr Yr Avg AV	\$ Chg Avg AV	% Chg Avg AV
AUBURN	2,454	\$431,409	\$483,069	\$51,659	11.975%
BONNEY LAKE	6,758	\$423,166	\$488,392	\$65,227	15.414%
BUCKLEY	1,784	\$355,408	\$410,727	\$55,319	15.565%
CARBONADO	240	\$293,372	\$336,690	\$43,318	14.765%
DUPONT	2,809	\$367,017	\$427,388	\$60,371	16.449%
EATONVILLE	974	\$262,062	\$318,134	\$56,072	21.396%
EDGEWOOD	4,313	\$445,604	\$514,360	\$68,756	15.430%
FIFE	1,948	\$350,771	\$401,697	\$50,926	14.518%
FIRCREST	2,303	\$408,771	\$475,264	\$66,493	16.267%
GIG HARBOR	3,928	\$513,568	\$583,457	\$69,889	13.609%
LAKEWOOD	13,708	\$367,199	\$430,832	\$63,632	17.329%
MILTON	1,886	\$367,435	\$416,588	\$49,153	13.377%
ORTING	2,764	\$324,468	\$383,184	\$58,716	18.096%
PACIFIC	3	\$238,433	\$296,567	\$58,133	24.381%
PUYALLUP	10,706	\$374,480	\$436,923	\$62,443	16.675%
ROY	262	\$258,223	\$311,022	\$52,798	20.447%
RUSTON	388	\$479,636	\$569,304	\$89,668	18.695%
SOUTH PRAIRIE	119	\$227,872	\$269,866	\$41,993	18.428%
STEILACOOM	2,327	\$446,910	\$497,613	\$50,703	11.345%
SUMNER	2,574	\$365,869	\$428,291	\$62,422	17.061%
TACOMA	59,615	\$352,322	\$414,690	\$62,368	17.702%
UNINCORPORATED	121,501	\$385,446	\$447,120	\$61,673	16.000%
UNIVERSITY PLACE	9,255	\$453,643	\$526,254	\$72,610	16.006%
WILKESON	220	\$232,298	\$284,529	\$52,231	22.484%

\*Accounts where AV changed due to revaluation only.

# Pierce County Assessor Treasurer 2021 Commercial Revaluation Report

## County Wide Commercial Average Assessed Value Change

Count	19,093
2020 Assessed Value	\$1,420,680
2021 Assessed Value	\$1,524,863
Change in Average Assessed Value	\$104,184
Percent Change in Average Assessed Value	6.86%

\*Accounts where Assessed Value changed due to revaluation only.

## Commercial Average Assessed Value Change by Market Area

Market Area	Count Mean	2020 Assessed Value Mean	2021 Assessed Value Mean	Change in Average Assessed Value Mean	Percent Change in Average Assessed Value Mean
1 - West County	2,914	\$1,572,846	\$1,716,637	\$143,790	9.14%
2 - Tacoma South	2,204	\$1,265,915	\$1,351,376	\$85,462	6.75%
3 - Peninsula	1,205	\$1,560,347	\$1,653,582	\$93,235	5.98%
4 - Tacoma South	3,116	\$1,115,564	\$1,182,809	\$67,246	6.03%
5 - North County	2,614	\$1,960,613	\$2,112,252	\$151,639	7.73%
6 - East County	593	\$716,688	\$755,560	\$38,873	5.42%
7 - Tacoma CBD	1,702	\$926,788	\$968,478	\$41,690	4.50%
8 - Tacoma Port	1,370	\$2,472,063	\$2,708,878	\$236,814	9.58%
9 - Central County	3,375	\$1,195,295	\$1,274,199	\$78,904	6.60%

## Commercial Average Assessed Value Change by Account Type

	Count Mean	2020 Assessed Value Mean	2021 Assessed Value Mean	Change in Average Assessed Value Mean	Percent Change in Average Assessed Value Mean
Com Condo	683	\$167,632	\$175,701	\$8,069	4.81%
Com Leasehold	114	\$140,354	\$145,698	\$5,344	3.81%
Com Multi Unit	1,761	\$3,728,652	\$4,193,316	\$464,664	12.46%
Commercial	9,570	\$1,368,809	\$1,417,636	\$48,827	3.57%
Condominium	5,097	\$315,592	\$330,612	\$15,020	4.76%
Industrial	1,868	\$3,144,124	\$3,487,889	\$343,765	10.93%

# Pierce County Assessor-Treasurer 2021 Commercial Revaluation Report

## Total Assessed Value Change by City - Taxable Parcels

City	Count	Total Prev AV	Total New AV	Difference	Avg % Chg
Auburn	462	\$361,280,700	\$388,608,500	\$27,327,800	7.56%
Bonney Lake	299	\$619,571,300	\$638,799,000	\$19,227,700	3.10%
Buckley	144	\$98,360,500	\$103,383,900	\$5,023,400	5.11%
Carbonado	1	\$168,600	\$168,300	-\$300	-0.18%
Dupont	323	\$834,980,500	\$911,950,100	\$76,969,600	9.22%
Eatonville	142	\$44,769,000	\$49,617,400	\$4,848,400	10.83%
Edgewood	171	\$300,543,700	\$320,665,000	\$20,121,300	6.69%
Fife	713	\$1,900,916,900	\$2,098,683,400	\$197,766,500	10.40%
Fircrest	114	\$157,358,400	\$170,149,200	\$12,790,800	8.13%
Gig Harbor	834	\$1,582,081,957	\$1,672,823,800	\$90,741,843	5.74%
Lakewood	2,186	\$3,023,265,100	\$3,324,537,900	\$301,272,800	9.97%
Milton	173	\$317,933,400	\$338,781,200	\$20,847,800	6.56%
Orting	71	\$36,651,000	\$37,860,600	\$1,209,600	3.30%
Pacific	190	\$237,717,500	\$254,607,800	\$16,890,300	7.11%
Puyallup	1,505	\$3,237,226,800	\$3,482,705,000	\$245,478,200	7.58%
Roy	29	\$7,173,700	\$7,572,100	\$398,400	5.55%
Ruston	137	\$143,535,600	\$150,765,200	\$7,229,600	5.04%
South Prairie	41	\$17,346,400	\$18,620,300	\$1,273,900	7.34%
Steilacoom	192	\$100,434,100	\$111,419,600	\$10,985,500	10.94%
Sumner	719	\$2,442,447,400	\$2,702,262,200	\$259,814,800	10.64%
Tacoma	8,923	\$10,841,814,528	\$11,620,771,400	\$778,956,872	7.18%
University Place	3,182	\$5,927,493,625	\$6,409,630,000	\$482,136,375	7.89%
Wilkeson	19	\$2,128,600	\$2,185,500	\$56,900	2.67%

\*Taxable Value Change - Exempt and State Assessed Excluded.

# Property Tax in Washington State

This page provides an overview of property taxes for local governments in Washington State, including property tax limits, levy calculations, and banked capacity for local governments.

For a more comprehensive discussion of the intricacies of the property tax in Washington State, refer to MRSC's [City Revenue Guide](#) and [County Revenue Guide](#), or the Department of Revenue's [Property Tax Levies Operations Manual](#).

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## Budget-Based Property Tax

Washington State has a budget-based system of property taxation. There are three main components to the property tax:

- Levy amount
- Assessed value (AV)
- Levy rate

As part of the budget process, the taxing jurisdiction establishes the amount of property tax revenue needed to fund the budget. That amount needed to fund the budget is called the levy amount, or just simply the levy. It is the total amount to be collected from the taxpayers by a taxing district.

By November 30 of each year, the amount of taxes to be levied by taxing districts are certified to the county assessor. The county assessor then calculates the levy rate necessary to raise that amount of revenue by dividing the total levy amount by the assessed value of taxable property in the district.

By law, this number is expressed in terms of a dollar rate per \$1,000 of valuation. For example, a rate of \$0.00025 is expressed as \$0.25 per \$1,000 of assessed value.

## Property Tax Formula

Under the budget-based system, a taxing district establishes its desired levy amount first (subject to several restrictions), and then the assessed valuation is used to calculate the subsequent levy rate that property owners must pay. This formula is expressed as:

$$\text{Levy Amount} \div \text{Assessed Value (000s)} = \text{Levy Rate (per \$1,000 AV)}$$

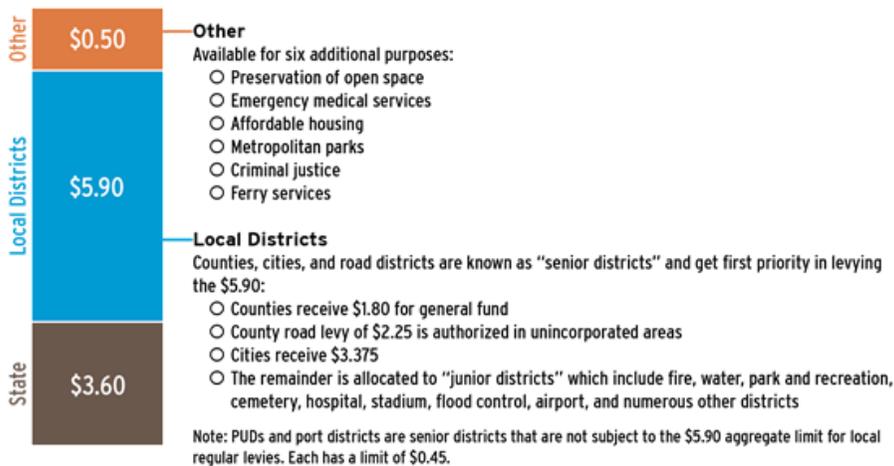
## Property Tax Limits

The property tax levy is constrained by the overall limits on the regular levy rate and the limit on annual levy increases.

### Regular Levy Rate Limits

The Washington State Constitution limits the annual rate of property taxes that may be imposed on an individual parcel of property to 1% of its true and fair value. Since tax rates are stated in terms of dollars per \$1,000 of value, the 1% limit is the same as \$10 per \$1,000 and is often referred to as the \$10 limit. Taxes imposed under this limit are termed "regular" levies, while those outside the limit are "excess" or "special" levies.

The following chart shows how the \$10 limit is allocated. The aggregate limit for cities, counties and most special districts is \$5.90 per \$1,000 assessed value.



## Special Considerations Relating to Levy Rate Limitations

### What if the sum of the levy rates imposed by the various taxing authorities goes over the limit?

It's complicated. First, there are two limits:

- One is the 1% constitutional limit.
- The other is the \$5.90 limit on cities, counties and junior taxing districts.

If either of those limits are exceeded, then the junior taxing district levies involved must be reduced through prorationing. See [RCW 84.52.010](#).

Which levies are lowered in prorationing, by how much and in what order, depends upon whether the \$5.90 limit or the 1% limit has been exceeded. The Department of Revenue [Property Tax Levies Operations Manual](#) and [WAC 458-19-075](#) include step by step instructions for calculating prorationing. The Department of Revenue has developed Prorationing Worksheets for both the \$5.90 Aggregate Limit ([REV 64 0097](#)) and the 1% Aggregate Limit ([REV 64 0096](#)) to help in making these calculations.

## Can a county raise its regular general fund (current expense) levy rate above \$1.80?

A county can raise its general fund levy rate up to \$2.475 per \$1,000 AV, provided the total of the levy rates for the general fund and road fund do not exceed \$4.05 per \$1,000 AV and the increase in the general fund levy does not result in a reduction in the levy of any other taxing district through prorationing. See [RCW 84.52.043](#).

## What if my city has a firefighters' pension fund?

If your city has a pre-LEOFF firefighters' pension fund, it can levy an additional \$0.225 per \$1,000 assessed valuation, resulting in a maximum levy rate of \$3.60 per \$1,000 AV (if it is not annexed to a fire or library district) or, if it is annexed, a maximum rate of \$3.825 minus the fire/library district levy rates (see below). See [RCW 41.16.060](#).

## What if my city belongs to a fire and/or library district?

For cities that belong to a fire district and/or a library district, the rules are a little more complicated. Nominally they have a maximum rate of \$3.60 per \$1,000 assessed value (or \$3.825 if they also have a pre-LEOFF firefighters' pension fund as described above). But, they can never collect that much because the levy of the special districts must be subtracted from that amount ([RCW 27.12.390](#) and [52.04.081](#)).

The library district levy has a maximum rate of \$0.50 per \$1,000 assessed value ([RCW 27.12.050](#)) and the fire district levy can be as high as \$1.50 ([RCW 52.16.130](#), [52.16.140](#), and [52.16.160](#) each provide for a levy of \$0.50 per \$1,000 assessed value). Therefore, if a city belongs to both a fire district and a library district, and if these districts are currently levying their maximum amount, then the city's levy rate can be no higher than \$1.60 ( $\$3.60 - 1.50 - 0.50 = \$1.60$ ).

If, for some reason, one (or both) of the special districts is not currently levying the maximum amount, the city's current levy could be higher. For instance, if the fire district is only levying \$1.00 per \$1,000 assessed value, the maximum city levy rate would be  $\$3.60 - 1.00 - 0.50 = \$2.10$ . But, if the fire district raises its levy rate in the future, then the city must reduce its levy rate by the same amount so that the total is never above \$3.60. Such a forced reduction can cause fiscal problems if it is not anticipated.

If no one in your city hall knows what rate the special districts are currently levying, your county assessor can help you.

## Levy Increase Limit

In addition to the limit on the overall levy rate, there is a 1% limit on the amount an individual taxing district can increase the property tax levy (the total amount of taxes that will be collected) each year.

In Washington, property tax increases are not based on the increasing value of properties, but rather the amount of the property taxes that were assessed in the prior year. Each year's levy may be increased by no more than 1%, unless the public votes for a greater increase (commonly called a "[levy lid lift](#)") or the jurisdiction uses banked capacity (see below). Consult the Washington State Department of Revenue's [Resolution/Ordinance Procedures for Increasing Property Tax Revenue](#) for the proper procedures for increasing the property tax levy.

Taxes on new construction, changes in value of state-assessed utility property, and newly annexed property (hereafter referred to as "add-ons") are exempt from the limit factor for taxing districts of any size and may be added to the tax levy that is requested under the limit factor. See [RCW 84.55.010](#) and [WAC 458-19-035](#).

The complexity of the property tax means that year-to-year changes in collected taxes may not be intuitive. Glenn Olson, former Deputy County Administrator of Clark County, developed the below examples of how property tax bills may change based on various factors.

### Example #1

Imagine a county that has only one parcel and one house that is brand new. This property is worth \$100,000. As its only property, its value is also the entire assessed value of the county. Suppose further that the levy rate in that county is \$2.00. That means this property owner must pay \$2.00 for each \$1,000 that his or her property is worth.

In the first year after its construction, the taxes on that home would be calculated as follows:

**Assessed value of the county in thousands (\$100) x Levy rate (2.00) = Tax bill and Year 1 levy (\$200.00)**

The only time taxes are calculated this way is for new construction – i.e. the first year after the home is built. In every following year it works differently.

In Year 2 the county may only increase its levy by 1%. So following our example:

**Last year's levy (\$200) + Additional 1% (\$2.00) = Tax bill and Year 2 levy (\$202.00)**

Let's assume the value of this county's one home doubled from \$100,000 in Year 1 to \$200,000 in Year 2. Its tax bill would still be \$202.00. No matter how much the assessed value in the county increases, its levy may increase only 1%. So the county adjusts the levy rate to make it fit the new assessed value:

**New levy amount (\$202.00) ÷ New assessed value in thousands (\$200) = New levy rate (1.01)**

Any new homes that might be built in Year 2 would be taxed at this new levy rate.

### Example #2

Now suppose our imaginary county had started with two new homes, but that each one was worth only \$50,000. The assessed value would still total \$100,000 in year 1.

With the same \$2.00 levy rate, the levy in the first year would still be \$200. But instead of one home paying the entire levy, the two equal-value homes would split the levy equally and pay \$100 each. In year 2 the levy would still increase by only 1% to \$202. And if the value of both homes together increased to \$200,000, the levy rate would still drop to 1.01.

But suppose to get to that \$200,000 value, one home tripled in value to \$150,000 and the other stayed the same at \$50,000. Then their respective tax bills would look like this:

Year 1			
	Home 1	Home 2	Countywide Total
AV (in thousands)	\$50	\$50	\$100
Times the levy rate	x \$2.00	x \$2.00	x \$2.00
<b>For a tax bill of:</b>	<b>\$100</b>	<b>\$100</b>	<b>\$200</b>

	Year 1	Year 2	
	Home 1	Home 2	Countywide Total
AV (in thousands)	\$150	\$50	\$200
Times the levy rate	x \$1.01	x \$1.01	x \$1.01
<b>For a tax bill of:</b>	<b>\$151.50</b> (52% increase)	<b>\$50.50</b> (50% decrease)	<b>\$202</b> (1% increase)

The total levy is still \$202, but more of it is borne by the home that increased in value and less of it by the home that did not increase. The total countywide levy increased the maximum 1%, but the tax bill for Home 1 increased by 52% while the tax bill for Home 2 decreased by 50%.

Assessed value only determines a home's share of the levy. If all home values were to change by the same percentage, then each home's share of the levy would stay the same and everyone's taxes would increase by exactly 1%.

## Complications

The above examples are extremely simple. In reality, one home is usually in several taxing districts that overlap. Voted levies, levy shifts, excess levies, or levy lid lifts may be in effect, or a jurisdiction may be tapping its "banked" capacity (see below). And finally fees for numerous things from improvement districts to utilities may show up on a tax bill. These all affect what looks like our property tax bill.

But at the core of our property tax system, taxes may only increase by 1% per year unless local governments (1) tap banked capacity, or (2) seek voter approval through a levy lid lift or excess levy.

## What is Banking Levy Capacity?

Some taxing districts have levied less than the maximum amount allowed over the years. [RCW 84.55.092](#) allows these districts to retain the right to use that "banked" capacity at some future date. Thus when comparing a district's current year levy to their prior levy it may reflect a change of more than 1% if they are using their banked capacity or less than 1% if they don't feel they need the levy increase. Many districts have never used that capacity even though they could have done so at any time.

Here are two examples:

- Assume that for this year a city had the assessor set a tax rate that resulted in the same levy as last year plus add-ons. (It did not take the allowable 1% increase.) When doing the budget for next year, however, the city realizes that it needs more revenue from the property tax because sales tax receipts have fallen off. [RCW 84.55.092](#) allows the city to ask the assessor to set a tax rate for next year that raises the levy by 1% and then 1% again  $1.01 \times 1.01 = 1.0201$  for a compounded increase of over 2% (assuming that it does not put the city over the statutory levy rate limit.)
- Now, let's examine a more complicated case where a city actually lowers its tax rate. Assume that during the current year (2018), a city has experienced a revenue windfall and has more money than it needs to fund the 2019 budget. It could put the excess funds in a contingency fund or a "rainy day" fund, but the city council decides to give the taxpayers a break by lowering the property tax for 2019. During 2019 it receive no revenue windfall and it

needs more property tax revenue for the 2020 budget. [RCW 84.55.092](#) allows it to levy the maximum amount that it could have levied in 2019, plus an additional 1% unless that puts the city over the maximum statutory rate. In 2019 it didn't use its maximum taxing capacity, but it didn't lose it because it can "bank" the extra capacity.

## How do we bank capacity?

The statutory authority for banking capacity is provided in [Chapter 84.55 RCW](#). The chapter provides procedures for two different classifications that are defined in [RCW 84.55.005](#) as taxing districts with populations less than 10,000 and all others (meaning 10,000 or more in population).

Assuming that you have held your public hearing on revenue sources for the general fund as required by [RCW 84.55.120](#) and the legislative body has determined that they do not need the entire 1% increase as allowed by law, you must adopt an ordinance or resolution specifically stating what the increase, if any, may be. This must be stated in terms of both dollars and percentage. Even if you are not increasing your property tax levy, you should adopt an ordinance/resolution saying that you are increasing your levy by \$0.00 which is a 0% increase. This will bank the unused capacity of your levy.

Below are the most important procedures that jurisdictions must follow. The Department of Revenue provides [detailed guidance](#) on procedures related to increasing property tax revenue.

### Taxing Districts with Populations Under 10,000

The taxing district must adopt an [ordinance or resolution](#) for increasing property tax revenue, and levying a percentage increase less than 1% will automatically "bank" capacity. Without the resolution, the district cannot bank excess levying capacity.

### Taxing Districts with Populations of 10,000 or More

Taxing districts with a population of 10,000 or more may only increase their levy by 1% or the implicit price deflator, whichever is less. If the implicit price deflator, released each year in late September, is greater than 1%, then the procedures are the same as those for populations less than 10,000.

However, if the implicit price deflator is less than 1%, the jurisdiction may not increase its levy (or bank the capacity) beyond the IPD rate. For instance, if the IPD is 0.5% and the jurisdiction chooses not to increase its levy, it may only bank a 0.5% increase for that year under the normal procedures.

But there is an exception – if the IPD falls below 1%, the jurisdiction may increase its levy beyond the IPD rate and up to the full 1% by adopting an ordinance or resolution making a finding of "substantial need." If the jurisdiction chooses not to increase its levy, it may bank the excess capacity beyond the IPD rate and up to the full 1% by adopting [an ordinance or resolution making a finding of "future substantial need"](#) (see example 2).

For more information on this process, see our page [Implicit Price Deflator](#).

## Using Banked Capacity

While jurisdictions may bank capacity for later use, they are still limitations on its use based on the maximum allowable levy, which can be obtained from the assessor. Below is an example of the procedures for using banked capacity.

Assume that the maximum allowed levy amount is \$110,000 for the levy you made in 2017 for 2018 and the city only levied \$100,000 for 2018. When making a levy for 2019, the assessor will raise the maximum allowable levy by 1% to \$111,100 ( $\$110,000 \times 1.01$ ) exclusive of add-ons. If the city increases its current levy by 1%, it would be \$101,000 ( $\$100,000 \times 1.01$ ) plus add-ons, so it has \$10,100 of banked capacity.

In this example, the city wants to increase the levy by \$7,000. When you write your resolution/ordinance to satisfy the requirement for [RCW 84.55.120](#), you put \$7,000 in the blank that gives the dollar amount of the increase over the actual levy from the previous year – 2018 (excluding "add-ons") – representing a percentage increase of 7% ( $\$7,000/\$100,000$ ). \$1,000 of the increase comes from your 1% annual limit. For the other \$6,000, you have used banked capacity.

When you complete the levy certification form, you put in \$107,000 plus the dollar amount of "add-ons" as the amount of the regular property tax levy in the [levy certification form](#).

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## Examples of Local Property Tax Ordinances

Below are examples of general property tax ordinances from local governments in Washington State. We will be adding more examples soon. We also have additional examples of [levy lid lifts](#), [emergency medical services \(EMS\) levies](#), and (in case the implicit price deflator falls below 1%) [resolutions of substantial need](#).

### Cities

- [Buckley Ordinance Nos. 21-19 and 22-19 \(2019\)](#) – Setting property tax levy amount (dollars and percent increase) for regular (general fund) levy and EMS levy; city took less than 1% increase and banked the capacity.
- [Kirkland Ordinance No. O-4709 \(2019\)](#) – Setting property tax levy amount (dollars and percent increase) for second year of biennial budget, plus excess levy for repayment of bonds. City took the full 1% increase; ordinance clearly shows calculations.
- [Kirkland Ordinance No. O-4705 \(2019\)](#) – Setting property taxes to be levied in an area formerly served by a fire protection district and now annexed to a code city for repayment of debt incurred by fire district prior to annexation, under [RCW 35A.14.500](#) and [RCW 35A.14.801\(5\)](#).
- [SeaTac Ordinance No. 19-0122 \(2019\)](#) – Setting the property tax levy amount (dollars and percent increase) for second year of biennial budget; city took a 0% increase and automatically banked the capacity
- [Shoreline Ordinance No. 873 \(2019\)](#) – Setting property tax levy amount (dollars and percent increase) for regular (general fund) levy, plus excess levy for repayment of bonds. Ordinance clearly shows calculations; regular levy increase exceeded 1% due to multi-year levy lid lift tied to Seattle CPI-U.
- [Tukwila Ordinance Nos. 2617 and 2618 \(2019\)](#) – Setting the property tax levy amount (dollars, percent increase, and levy rate) for regular (general fund) levy and excess levy for repayment of bonds

### Counties

- [Snohomish County Ordinance Nos. 19-064 and 19-065 \(2019\)](#) – Setting the property tax levy amount (dollars, percent increase, and levy rate) for general (current expense) levy; county took a 0% increase and banked the capacity.

## Recommended Resources

- **Department of Revenue:**
  - [Property Tax Levies Operations Manual](#)
  - [Resolution/Ordinance Procedures for Increasing Property Tax Revenue \(2010\)](#)
  - [Local Taxing District Levy Detail](#) – Includes assessed values, levy rates, and levy amounts for all cities, counties, and special purpose district in recent years - see the [levy detail column title descriptions](#) for understanding of the taxing district codes
- **MRSC: Understanding Property Tax in Washington State (2017)** – 1-hour recorded webinar provides an overview of property taxes, including types of tax limits, types of levies and rates, and calculating the property tax levy.

Last Modified: April 02, 2021

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# New Business

# MEMO



Date: August 10, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Mary Getchell

Subject: Communication with the Public Policy Update

As part of the Pierce County Library System Administrative Team's review of policies, I proposed updates to the Board Policy for Communication with the Public. The Administrative and Leadership teams reviewed and approved the proposed updates, and we reviewed the impacts of the draft changes with the Library's union leaders.

A primary change to the policy is adding a section entitled Staff Communications to the Public to provide guidance and direction for staff communicating with the public, giving clarity as it relates to a staff person's authorization to speak with the public within the scope of their position. In addition, this section describes how staff should communicate when the Library System has not authorized staff to communicate with the public on behalf of the Library.

Another change includes further clarity in the Communications Tools section with a brief description of the types of communications tools the Library uses.

At the September 8, 2021 Board of Trustees meeting, we would like the Board to review the proposed updates and discuss any questions or suggested revisions to the draft. Dependent on your review and discussion, we will further revise the draft for consideration in October, or you may choose to approve it this month. (Below is motion language, should you decide to approve this month.) Thank you for your review and consideration.

***Action: Move to approve the Communication with the Public Policy as presented.***

# Communication with the Public

## Policy Statement

The Pierce County Library System is dedicated to communicating with the public to provide services ~~that to help~~ meet the needs of the communities it serves. The Library's Board of Trustees recognizes ~~that in order~~ to meet the needs of communities and fulfill the responsibilities as Trustees, the Board and Library staff, acting on behalf of the Board, must maintain adequate and effective opportunities for and methods of collaborative communication with the public.

## Definitions

*Communications:* the act or process of providing or exchanging thoughts, opinions, or information through various written, spoken, visual, or other collaborative forms.

*Public:* the people constituting a community.

*Confidential information:* material that is internal to the organization for operational purposes, such as operational planning, marketing plans, technology plans, etc. about members of the organization or the organization, which without authorization, staff is not authorized to communicate.

## Policy

### Public Audience

The Library communicates and collaborates with people living in ~~or who have an influence upon people in its service area~~ its service area, as well as those who have an influence upon people in its service area.

The Library communicates and collaborates with people who use or who may use its services, as well as individuals who have an opportunity to support the use of library services.

The Library communicates and collaborates with the communities it serves and the individuals and organizations that influence those communities.

### Purpose of Communication

The Library welcomes the opportunity to respond to requests from the public. The Board affirms it is ~~importance-important~~ for the Library to develop and maintain communications through participation in community activities and by seeking opportunities to collaborate with individuals and organizations to plan and evaluate library services and align those services with community priorities.

### Staff Communications to the Public

The Marketing and Communications Department is responsible for the coordination and release of information to the public. Library staff ~~often authorized to speak communicate to~~ with the public on behalf of the organization within the scope of their position. ~~In such instances, staff~~ may use talking points or other Library prepared materials. Internal, confidential information may not be released to the public without prior authorization from the Library.

Library staff not authorized to communicate to the public on behalf of the Library should avoid identifying themselves as a Library employee in public statements or must clearly state ~~that~~ they are speaking in their personal capacity and not in their official capacity as a Library employee. Use of personal social media to conduct Library business can trigger application of the Public Records Act and other laws governing the conduct of municipal government. For that reason, staff should not use personal social

media to conduct Library business.- Staff assigned to conduct social media on the Library's platforms use their personal social media accounts as entrance to the Library's social media accounts, and this policy allows that entrance practice for the purpose of conducting Library social media business.

The Library's external social media and other public information channels are intended for authorized Library communications to the public. Staff ~~are~~is encouraged to use internal communication resources for internal questions, concerns, or other communications.

### **Communication Tools**

~~The Library solicits advice and opinions from Friends of the Library groups, the Pierce County Library Foundation Board, and communications people living in the communities the Library serves.~~

The Library uses a variety of communication tools including, but not limited to, written materials, online content, recorded videos, and in-person or online presentations. The Library solicits advice and opinions from Friends of the Library groups, the Pierce County Library Foundation Board, and people living in the communities the Library serves.

### **Related Policies Procedures**

[Public Records Request](#)

[Public Records Request Process](#)

### **Board Policy 1.17**

**Adopted by the Board of Trustees of the Pierce County Rural Library District on March 13, 1997.**

**Revised February 17, 2000. Revised February 10, 2010, Revised ##, ##, 2021**

[Download or print PDF of policy](#)

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[Download or print PDF of policy](#)

# Officers Reports

# MEMO



Date: August 30, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Melinda Chesbro, Deputy Director

Subject: Munis Financial/HR System Update

This project started in 2017 and 2018 with a review of the Library's finance and HR business processes. We used this time to completely understand everything we did both with the existing Eden system and through manual processing, which gave us clarity of what areas in a new system could change how we do our work.

At the December 2018 meeting, the Board approved a contract to upgrade our Tyler Eden system to Tyler Munis (attached). Our expected timeline was 16 months with project completion anticipated in mid-2020. After a library-wide call for naming the project, we selected PERCY and split the project into two major phases.

We implemented the financial side of the system first and began using it in January 2020. COVID caused considerable delays to Tyler and us, which moved final implementation of payroll and HR functions to mid-2021.

We are happy to report that we have been using the Munis Payroll and Employee Management modules since mid-July. To date we have completed three payrolls in the new system and have begun the fourth.

Every employee has contributed to the success of this project, but it has taken a special measure of hard work and perseverance from the Finance, Staff Experience, and IT departments.

After juggling using multiple systems for such basic activities as hiring staff or producing a financial report for the Board packet, we look forward to managing our finances and employees in a single system for 2022 and beyond. (Eden will be used for historical records for about 5 years, after which time it will retire completely.)

Some benefits experienced thus far include:

- A 50% reduction in the steps needed to process accounts payable;
- Considerable automation of other financial tasks such as reconciliation;
- Ability to tailor key documents, such as checks and paycheck stubs, without having to pay Tyler for adjustments;
- Accurate timesheet recordings that occur throughout the pay period, and automated calculations of certain pay codes;
- Automated HR processes that replace time-consuming manual tasks and reduce the chance for errors;
- Fully automated workflow and approvals.

This is just the beginning. While the PERCY implementation is complete, our use of the Munis system has enormous room for growth. We will be actively improving the system over time by implementing new features.

# MEMO



Date: December 3, 2018

To: Chair Rob Allen and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: Munis Financial/HR System Replacement Contract

Since 2007 we have been using Tyler Corporation's EDEN system for financial and human resource transactions and records management. While Tyler supports EDEN and provides routine upgrades for fixes and minor improvements, it is no longer in active development and is anticipated to retire within five years.

Since 2016 we have been planning and budgeting for the replacement of this system and earlier this year we decided to migrate from EDEN to Tyler's recommended product called Munis, which provides significantly improved features and functionalities. As we are a current Tyler customer, the company offered free Munis licensing for any existing EDEN modules and a 50% discount on data conversion costs.

The project will last about 16 months, starting in April and concluding in mid-2020. The accounting and financial modules will be migrated first, then payroll and HR modules late this year and early 2020. The total project implementation schedule is set at 16 months and will conclude in mid-2020.

We have been working with Tyler on the contract and implementation schedule and settled on a final version. While the standard cost of the contract is set at \$368,380, we requested the contract provide options for additional modules that we may want to use in the future. Those options include a Citizen Self Service system, Asset Maintenance, and GIS, with a total cost of \$50,000 and are not included in the initial purchase order. Therefore, we recommend that the Board approve a purchase order for the Munis contract at \$368,380.

***Action: Move to approve the purchase order for the Munis contract at \$368,380.***

# MEMO



Date: August 31, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Mary Getchell, Marketing and Communications Director

Subject: August 2021 Primary Election Results

The August 2021 Primary Election offered four tax-related ballot measures; two for emergency medical services and two for fire and emergency medical services. Voters approved three of the four measures. Voters failed one of two fire and emergency medical services measures for East Pierce Fire & Rescue, with 55% of the voters declining the proposition. The measure would have restored the previous voter-approved regular property tax levy rate for fire and emergency services, with an allowance of annual increases of up to 6% for three years. Voters' rejecting a fire and emergency services levy is unusual. In general, voters in eastern Pierce County did not favor the Pierce County Library System's 2018 levy measure and generally, voters in those communities are less inclined to support tax measures for community services.

Voters in Steilacoom and Key Peninsula gave strong support of levy measures for emergency medical services. Emergency medical services typically rate high with voters and voters in these communities tend to support tax measures for community services.

Following is an overview of the August 3, 2021 Primary Election results for Pierce County tax measures, certified August 17, 2021. In all, voter turnout was low, however on par with primary elections, with 126,397 ballots cast of 567,648 registered voters, for a turnout of 22.27%.

### **Town of Steilacoom Proposition No. 1**

Imposing additional regular property tax levies in an amount equal to 50 cents per \$1,000 of assessed valuation for each of six consecutive years to provide emergency medical care and services.

<b>Yes:</b>	<b>1,375</b>	<b>72.06%</b>
No:	533	27.94%
Total:	1,908	100.00%

### **Fire Protection District No. 16 (Key Peninsula) Proposition No. 1**

To restore the district's regular property tax levy for fire and emergency medical services to the previous voter-approved rate of \$1.50 per \$1,000 of assessed valuation for collection in 2022. The proposition would set the limit factor at 6% for each of the succeeding five years and use the 2027 levy dollar amount to determine the limitation for subsequent levies.

<b>Yes:</b>	<b>2,698</b>	<b>62.32%</b>
No:	1,631	37.68%

Total: 4,329 100.00%

**East Pierce Fire & Rescue Proposition No. 1**

Imposing regular property tax levies of 50 cents or less per \$1,000 of assessed valuation for emergency medical services for each of 10 consecutive years to be collected beginning 2022.

(Multi-county race. Results include only Pierce County).

<b>Yes:</b>	<b>9,338</b>	<b>57.59%</b>
No:	6,878	42.41%
Total:	16,216	100.00%

**East Pierce Fire & Rescue Proposition No. 2**

To authorize the district to restore the previous voter-authorized regular property tax levy rate for fire and emergency medical services of \$1.50 per \$1,000 of assessed valuation for collection in 2022. The proposition would allow annual increases of up to 6% for each of the succeeding three years and use the 2025 levy dollar amount to determine the limitation for subsequent levies.

(Multi-county race. Results include only Pierce County).

Yes:	7,248	44.89%
<b>No:</b>	<b>8,898</b>	<b>55.11%</b>
Total:	16,146	100.00%

# MEMO



Date: 8/30/2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Clifford Jo, Finance & Business Director

Subject: ACL Underground Storage Tanks (UST)—Site Closure

In mid-April we removed both UST's at the Administrative Center and Library (ACL) and their dispensers were removed from the ground. Part of this process requires taking measurements for contaminants and understanding if remediation must occur. EHS-I submitted the reports to Tacoma - Pierce County Health Department (TPCHD)

I received a letter dated 8/20/2021 from TPCHD stating that, *"In accordance with the Environmental Health Code Chapter 4: USTs, Site Closure standards have been achieved and no additional investigation or remedial action will be required by the Health Department."*

This effectively means that both the removal of the USTs and site cleanliness are satisfactory, and no follow-ups are required.

Lastly, the Board asked last month how much was spent to-date on the Buckley Library UST project. As of August 2021, we've spent about \$248,000 on site characterization.

# Executive Session

***Motion: To recess to Executive Session per RCW 42.30.110 for 30 minutes to discuss a periodic personnel evaluation.***

# **New Business (cont.)**

# MEMO



Date: August 30, 2021

To: Chair Pat Jenkins and Members of the Board of Trustees

From: Cheree Green, SHRM-SCP, Staff Experience Director

Subject: 2022 Executive Director Employment and Agreement

In order to set the 2022 wage for the Executive Director, the Board needs to pass the following motion to authorize the agreement.

***Move to authorize (a representative of the Board) to implement a salary agreement with the Executive Director for 2022***

**Pierce County Library FYI Packet**  
**Link List**  
**September 8, 2021**

**Pierce County Library in the News**

- [Bookworms young and old happy to be back among the stacks as libraries reopen](#) – The News Tribune
- [Excessive heat warning Cooling centers open across Pierce County](#) – Pierce County Patch
- [Northwest heat wave and bad air from wildfires pose danger](#) – KNKX Public Radio
- [Pierce County Libraries Expand Hours, But Will Require Masks](#) – Pierce County Patch
- [Online open house for SR 702 roundabout east of McKenna](#) – WSDOT Online
- Sunrise Living Teen creativity shines in art contest – Sunrise Living (See attached PDF)

**Miscellaneous**

- The Organizer, Summer 2021 – Local 3787 - AFSCME (American Federation of State, County & Municipal Employees) (See attached PDF)



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# Teen creativity shines

Pierce County teen artists, photographers, and writers put an exclamation point on the 25th year of the Pierce County Library System's annual **Our Own Expressions Teen Writing and Art Contest!** More than 700 students in grades 7 through 12 from schools across the county displayed their creativity and talent in their drawings, photographs, poems and short stories.

Professional writers Michael Magee and Brandi Douglas, photographer Lisa Roden, and artist Abrian Curington selected the winners, who were awarded cash prizes from the Pierce County Library Foundation. The award-winning young authors and artists will have their winning work displayed at [expressions.pcls.us](http://expressions.pcls.us) and in copies of the winners' booklet available at Pierce County Libraries through Library Curbside service.

"Thank you to the hundreds of teens who shared their talent, voice and vision in the contest," said Pierce County Library Executive Director Georgia Lomax. "Students faced many challenges this past year due to the pandemic, learning remotely and everything else about being teenagers. I'm happy to see the many teenagers who participated in the contest as a creative outlet to find and show enjoyment."



## SHARE YOUR STORIES

Do you know any local student athletes, coaches or teams who deserve some recognition? Tell us why! Visit our website to submit your articles and videos so we can feature the go-getters and MVPs in your neighborhood.



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# IN PIERCE COUNTY LIBRARY SYSTEM'S ART CONTEST

BY MARY GETCHELL

## Drawing Winners

*Grades 7-8:* 1st—Tia Norman, Tacoma; 2nd—Chelsea Bass, Gig Harbor; 3rd—Erika Rusak, Auburn

*Grades 9-10:* 1st—Iris Rogel, Bonney Lake; 2nd—Julia Clarke, Gig Harbor; 3rd—Charlotte Southworth, Tacoma

*Grades 11-12:* 1st—Sam Johnson, Spanaway; 2nd—Chloe Brown, Gig Harbor; 3rd—Taylor Swensen, Bonney Lake



## Photography Winners

*Grades 7-8:* 1st—Michael Fulkerson, Tacoma; 2nd—Morgan Ackerman, Gig Harbor; 3rd—Natalynn Kirkendoll

*Grades 9-10:* 1st—Sofia Anderson, Steilacoom; 2nd—Alana Rojas, DuPont; 3rd—Anna Salmon, DuPont

*Grades 11-12:* 1st—Jehllil Ruffner, Steilacoom; 2nd—Jade Edwards, Anderson Island; 3rd—Elliot Carlsson, Steilacoom

## Poetry Winners

*Grades 7-8:* 1st—Kaylina Warren, Sumner; 2nd—Alexa Kotansky, Gig Harbor; 3rd—Natalie Bates, Tacoma

*Grades 9-10:* 1st—Clarisse Fowlkes, Puyallup; 2nd—Audrianna Rouse, Puyallup; 3rd—Olivia Lathrom, Graham

*Grades 11-12:* 1st—Benita Kisembo, University Place; 2nd—Lily Tamminga, Gig Harbor; 3rd—Honor Tamminga, Gig Harbor

## Short Story Winners

*Grades 7-8:* 1st—Audrey Douglass, Puyallup; 2nd—Gabriella Vonada, Gig Harbor; 3rd—Lia Hartley, Puyallup

*Grades 9-10:* 1st—Rylie Wood, Bonney Lake; 2nd—Jacob Lawty, University Place; 3rd—Nathan Schmidt, Lakewood

*Grades 11-12:* 1st—Mary Funches, University Place; 2nd—Honor Tamminga, Gig Harbor; 3rd—Aubren Reis, Fircrest

Thank you to the Pierce County Library Foundation for sponsoring the Our Own Expressions Teen Writing and Art Contest. The Library System encourages teens to continue their creative outlets with virtual teen library events and plan to participate in next year's contest scheduled for early 2022.

Contact: Mary Getchell, Marketing and Communications Director  
Office: 253-548-3428; cell: 253-229-4477 Mary Getchell

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*Local 3787 - AFSCME*  
**The Organizer**

## President's Message

by Aisha Womack

I want to thank Abbie, Justin, Katie, Michelle, and Tamara for their input and content for this issue of the Organizer. It's been an all-hands-on-deck effort. With that said, we've had a lot of questions recently about what your Union is doing for you. So, we present the Summer 2021 Organizer. Enjoy! As always, feel free to contact me with questions, comments, and anything else on your mind.

In solidarity,

Aisha

[aishawombat@gmail.com](mailto:aishawombat@gmail.com)

## What Your Union Does For You

Myself (Aisha!), Michelle, and Abbie have been in about 30 Union-related meetings with Melinda and Cheree to date this year. That is an average of one meeting a week. We have negotiated all four phases of reopening, the reorganization of the Communications Department, the implementation of MUNIS/PERCY, as well as the possibility of health care changes for the future.

## What the Union/Local 3787 Can Bargain

One of the many tools your Union has is the right to collectively bargain. This is arguably the most important right that the labor movement has earned after decades of acts of solidarity.

However, when it comes to the day-to-day operations of the Library System, management has a lot of rights. There is disinformation being shared that the Union can bargain for or decide **operational decisions**. In Washington state, public sector Union members have both the right to negotiate a Collective Bargaining Agreement, otherwise known as your Union contract - AND the right to bargain the impacts of operational decisions if those impacts are related to wages, benefits, hours, and/or working conditions.

**Collective bargaining for your Union contract** happens on a regular basis, since the Union contract expires after a few years (depending on what was negotiated the last time we bargained the Union contract). Our contracts are typically three years long.

**Impact bargaining** happens in between contract negotiations, whenever management decides to make changes in how it operates, and those changes impact your wages, benefits, hours, and/or working conditions.

For example - Library Management made the decision to allow patrons over the age of 12 to enter the branch maskless, without proof of vaccination. Your Union cannot stop management from making decisions regarding its operations via the impact bargaining process. What your Union CAN do is bargain the impacts to your wages, benefits, and working conditions created by this management decision. We heard from members that some staff wanted to continue to wear masks and others wanted the option to go maskless. We also really wanted to avoid the possibility of the library lifting the mask mandate for customers and NOT for staff. We bargained for staff who are vaccinated to go maskless after submitting an attestation form that they have been vaccinated. For staff who want to continue wearing masks, we made sure they could continue to do so and that PCLS would continue to provide PPE for staff and masks for the public. As of July 13th, approximately 145 staff members have returned their attestation forms to SE. That is over half of the entire PCLS staff.

If you want to know what Management Rights are, it is Article 7 - Management Rights of the Collective Bargaining Agreement, also known as the contract. You can read the current CBA [here](#) on Staffweb.

# Negotiations

Soon, Local 3787 and the Library will begin the process of bargaining the next three year collective bargaining agreement. Please fill out the pre-negotiation survey, if you have not already done so. The survey was sent to both your staff email and, if provided to Council 2, your personal email. We would like to know how COVID has impacted our members and how it has changed your work and life. If you have additional thoughts or issues you want to share, especially how they might affect your unique position (supervisor, ACL, small branch, large branch, department, and so on) please send them to [local3787@gmail.com](mailto:local3787@gmail.com). If you did not receive the pre-negotiation survey link, please contact Abbie Zulock at [abbiez@council2.com](mailto:abbiez@council2.com).

## Meetings, Grievances, and Investigations: How Your Union Works for You

### Labor Management Committee

Typically, in a normal year, Labor-Management meetings occur every other month and are made up of three members from each team, one of whom must be the Chief Shop Steward. These meetings were suspended temporarily because the Labor/Management team has been meeting more frequently since the onset of the pandemic. These meetings are about specific issues impacting safe working conditions, MUNIS/Executime implementation, and any and all other pressing matters that emerge. Unfortunately, because Labor-Management is always bargaining something, and the bargaining process is confidential, it can feel as if we're keeping secrets. We are not. We give you as much information as we can. We hope to resume the "normal" Labor-Management meetings in the near future as they are an important part of the ongoing communication between Management and the Union. Here is a quick overview of the types of meetings we participate in.

## MOUS

Memorandums of Understanding (MOUs) are a result of bargaining that happens outside of contract negotiations, generally through the Labor Management Committee. MOUs can occur when new state or federal laws are enacted that conflict with current contract language. A recent example is the [Washington State Sick Leave Law](#). MOUs can also define the outcome of a Demand to Bargain or Department Reorganizations, as described below. (See attached for an example of an MOU we bargained.)

## Demands to Bargain

Sometimes the Library will start making changes to wages, hours, or working conditions, without notifying the Union or bargaining the impacts of these changes. This may result in the Union filing a Demand to Bargain, so the membership has a say in how PCLS rectifies the impacts of these changes. The Union did this in 2019 when staff all over the system were getting their hours increased. The demand to bargain resulted in the Reallocation of Hours MOU that will be integrated into Contract Language in the upcoming round of Contract negotiations.

\*These are mandatory subjects of bargaining, which means that the library has no choice but to bargain with us. If something doesn't fall under one of these three categories, the library is **not** required to bargain the impacts with us. When we bargain a contract, we are able to bargain many more topics. (Please remember to fill out that survey!)

## Department Reorganizations

When the Library wants to change the title and description of any Union represented position, they must bargain the impact of those changes with the Union. If the Library wants to change multiple positions and the organizational structure of a department, then we bargain the entire departmental reorganization. Departmental reorganizations can take as little as three months to bargain, like the Communications reorganization we did this year, or up to two years, as was the case for the Customer Experience Department.

## Grievances

Grievances are suspected violations of the Collective Bargaining agreement. Between June 2020 and June 2021 eight (8) Step 1 or Step 2 grievances were filed and meetings were held, with Shop Steward(s), Staff Experience, and staff all in attendance .

Grievances are extremely **time** sensitive. They **must** be submitted no later than thirteen (13) working days from the date of the event. Please contact your local Steward or Chief Shop Steward Michelle Angell, if you **think** the contract has been violated. You can find the list of stewards and contact info [here](#). You can start the conversation using staff email or Teams, but we will immediately move it to non-Library channels. It's super helpful if you provide your personal email and phone number in your initial communication.

## Investigations, Discipline, and Union Representation

From June 2020 through July 2021 Shop Stewards represented members at 12 investigatory meetings. An Investigatory Meeting takes place when staff has witnessed or possibly been part of an activity that violates Library Policies and/or procedures. Staff Experience contacts all the involved parties and interviews them separately to learn what happened and the circumstances around the incident. All represented staff are entitled and encouraged to bring Union Representation to these meetings to advise them of their rights, provide moral support, and to take notes. If you're a supervisor who is initiating the investigatory meeting, you are also entitled and encouraged to bring a Union Representative to the meeting. Please note, Staff Experience does not notify the Union when an investigatory meeting is scheduled with a member. If you receive an email from SE asking you to attend a meeting, the Union strongly encourages you to immediately contact Michelle Angell, or your nearest Steward so that we may arrange representation for you. You can find contact info here. Please let us know your personal email address and/or phone number.

If, as a result of an investigation, the Library initiates a disciplinary action ([see Article 31 of the Contract](#)), members have the right to Union representation. Your Union stewards, officers, and Council 2 Staff Representative (Abbie Zulock), also represent members throughout the discipline process.

## Remember your Weingarten Rights!

### WEINGARTEN RIGHTS

#### YOUR LEGAL RIGHTS TO UNION REPRESENTATION

In 1975, the U.S. Supreme Court ruled on a case known as the NLRB vs. Weingarten. The principles laid down in Weingarten are important ones which all union members should be aware of.

In Weingarten, the Supreme Court upheld the following interpretation of employees' rights to union representation as outlined by the National Labor Relations Board:

1. An employee has a right to union representation in an interview with the employer, if he or she reasonably believes the investigation will lead to disciplinary action.
2. An employee only has this right if he or she requests such representation before or during the interview. The employee cannot be disciplined for making this request.
3. After an employee makes the request, the employer must either:
  - A. grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee;
  - B. deny the request and end the interview immediately; or
  - C. give the employee the choice of having the interview without representation or ending the interview.
4. If the employer denies the request for union representation and continues to ask questions, it may be considered an unfair labor practice.

The essence of "Weingarten Rights" is to give employees the opportunity to have a union representative in a situation that may lead to disciplinary action against the employee. The rationale behind this concept as put forth by the Supreme Court is that a single employee being interviewed might be intimidated and, therefore, may not raise facts in his or her favor during the disciplinary interview. A knowledgeable union presentation, on the other hand, would offer "aid and protection" by helping to guide the interview.

## New Member Orientations

Per Washington State Law, Union representatives are allowed to meet with new employees for up to 30 minutes to present information about the union and how to join. From June 2020 to June 2021 Executive Board members presented at 14 new employee orientations, via Teams or in person. (Still need to join? Please sign up [here](#). We'd love to have you!)

## Meetings & Trainings

The Executive Board, your elected officers, meet once a month. General membership meetings are held every other month. Special, extra membership meetings and executive board meetings are held as needed. We also have regular steward meetings. In the last twelve months, the five executive board members have spent an estimated cumulative 1,000 hours attending executive board, membership, and pre-bargaining meetings. Your Union officers and stewards also attend conventions, conferences, and training on topics such as presenting grievances or investigatory meetings. We do this to educate ourselves on the best practices for running our local. We want Local 3787 to be a strong and vibrant union so we can negotiate workplace improvements for staff. All of the above activities take place on our own time.

## Executime Clock in/Clock Out Trial

Local 3787 members and leadership had **zero** input on the payroll software selected. Administration decided to utilize the clock in and out Executime function with MUNIS. When Management decided to end rounding, we bargained for a 60 day trial run of straight clock in and clock out, flex time (with supervisor approval), and up to an hour of incremental overtime per pay period. After 60 days, we will meet with management again to assess the **IMPACTS** of minute-by-minute clocking in and out.

- Fill out at Timesheet Edit Log (TEL) **EVERY TIME** Executime does not record your time properly.
- If you arrive a few minutes late, ask your Supervisor to stay a few minutes later or come in early the next day, so you don't have to take leave.
- Please put all your time off requests for Sick Leave and Vacation directly into Executime under Time off Requests.
  - Alert your supervisors to the fact you have submitted a leave request(s).
  - Remember to check in Time Off Requests to ensure your leave requests have been approved.
- Please continue to posts comments, issues, concerns, and questions in Employee Central on Teams AND send it to PayrollHRGoLive@pcls.us
- Please keep your TEL logs up-to-date and check with your Supervisor to see how often they want the TEL submitted.

## Legislative Updates

Our Council 2 Staff Representative, Abbie Zulock assisted in crafting legislation to protect essential workers, including library workers, during the ongoing COVID pandemic. Here is her explanation of bill [ESSB 5115](#), “ otherwise known as the Health Emergency Labor Standards Act, does a variety of things – but the biggest impact to Union workers is that it creates an occupational disease presumption for certain workers. Essentially, if a frontline worker contracts the illness at the subject of the public health emergency, it is presumed they caught it on the job and they can find some relief through workers compensation. Frontline workers are defined in the legislation, and in terms of Council 2 Union members, it includes: correctional officers and correctional support employees, educational employees (including school bus drivers), and public library workers (if the library is open to the public).”

# Return of the Freedom Foundation

Have you been getting Opt-Out emails at work and/or home with the Subject Line: New Data You Need to See? The email tells you how to “Opt-Out” of the union. These are sent by the Freedom Foundation, a political organization funded by out-of-state billionaires, that supports so-called ‘small government’, abhors ‘government handouts’, and taxes. Their [goals](#) include abolishing:

Minimum Wage

Social Security

Medicare/Medicaid

Pensions

Unions

Labor and Environmental Laws.

~~You can stop and report these emails. Contact both the Federal Trade Commission and the Washington State Attorney General’s Office via email and tell the Freedom Foundation spammed your at work and/or home with Opt Out emails.~~

- ~~• The Federal Trade Commission [spam@uce.gov](mailto:spam@uce.gov)~~
- ~~• Washington: [CPRcontact@atg.wa.gov](mailto:CPRcontact@atg.wa.gov) Washington Attorney General~~
- ~~• Then mark and/or block the email as spam with your email provider.~~

~~This article from [The Stand](#), our state’s online newsletter about labor issues, provides more information on the Freedom Foundation’s activities and how to stop them from bothering you.~~

## **CORRECTION 8/19/21**

*Thanks to Ben Haines for this updated info on how to report spam*

The FTC is apparently [no longer using](#) or monitoring [spam@uce.gov](mailto:spam@uce.gov)--[the agency now asks folks](#) to report unwanted or deceptive messages at [ReportFraud.ftc.gov](https://www.ftc.gov/ReportFraud). The Washington Attorney General’s office also appears to prefer that consumers [use their online complaint form](#) or, alternatively, [report spam directly to the FTC](#). I don’t see that contact email listed on the AG’s website anywhere, but it might be a secret back door.

# Membership Meetings

Our 2021 Meeting schedule is:

Friday, September 17th (this is a new date to a Council 2 Meeting on the 24th)

Friday, November 19th (on the third Friday due to the 4th Thursday being Thanksgiving)

Meetings are held on Zoom at 7pm -- although this may change in the future! Invitations are sent to your personal email a few hours before the meeting, and if you have not received the link, please contact the Union Executive Board via [local3787@gmail.com](mailto:local3787@gmail.com). Executive Board members check this account frequently and even more frequently on meeting dates.

<b>Executive Board Members</b>	<b>Council 2 Staff Representative</b>
<p><b>President:</b> Aisha Womack aishawombat@gmail.com <b>Vice-President:</b> Justin Moser <b>Chief Shop Steward:</b> Michelle Angell michelleangell.509@gmail.com <b>Secretary:</b> Katie Baker <b>Treasurer:</b> Tamara Saarinen</p>	<p>Abbie Zulock WSCCCE / AFSCME Council 2 abigailz@council2.com</p>