

West Fargo Public Library Board of Directors
Regular Meeting Agenda
June 18, 2020 – 5:30 p.m.
Rescheduled from June 11, 2020
PARTICIPATION: View live on [YouTube](#)

1. Call to order
2. Approval of agenda

Consent Agenda – Approve the Following:

- a. Approval of the minutes – May 14, 2020
- b. Approval of the financial report

Regular Agenda

1. Review of lease amendment and contract for custodial services (**action**)
2. Review of 2021 Library budget draft
3. Director’s Report
4. Other Business
5. Adjourn

Library Board Minutes

Date: May 14, 2020

Time: 5:30 p.m.

Place: Live on City of West Fargo Facebook & YouTube

Roll Call:

Alanna Rerick, Jodie Haring, Steve Anglin, Larry Schwartz, and Eric Gjerdevig. Also attending, Carissa Hansen, Library Director, Lauren Nephew, Youth Services Manager, Sara Engler, Access Services Manager, and Joy Greger, library staff.

Absent: None.

Guests: None.

1. Call to Order:

-Rerick called the meeting to order.

2. Approval of Agenda:

-Gjerdevig motioned to approve the Consent Agenda. Anglin seconded. Consent Agenda approved.

Consent Agenda-Approve the Following:

A. Approval of the April 9, 2020 minutes.

B. Approval of the financial report and bills.

Regular Agenda:

1. Proposed donation of West Fargo Historical Center materials to NDSU Archives.

-Hansen discussed the library's current capacity and is proposing the donation of the West Fargo Historical Center materials to the NDSU Archives by December 31, 2020.

-The collection encompasses about 265 cubic feet of various materials.

-Hansen spoke with NDSU about the donation and facility that would house the collection. She also talked with the ND State Historical Society.

-Hansen summarized the reasons behind the donation as well as stressed the importance of the materials and continued community access to the collection.

-Hansen is seeking the approval for the Library Director to initiate and complete a donation of approximately 265 cubic feet of material (plus electronic material) comprising the West Fargo Historical Center at the West Fargo Public Library to the NDSU Archives.

-Rerick asked Hansen to discuss her meetings with NDSU and the State Historical Society.

-Hansen stated that the Historical Society agreed that it would be better to have the materials located locally.

-Rerick asked if NDSU had enough room to take on all the material. Hansen said yes.

-Haring raised a concern about NDSU being financially able to keep and maintain these materials long term.

- Haring proposed that if NDSU was ever unable to maintain the collection, that the WF Library should be able to say where the materials would end up.
- Schwartz also urged Hansen to add a provision that the materials would be returned to the WF Library if NDSU ever had to get rid of the items.
- Hansen agreed to the added provision.
- Anglin asked about the current public usage of the materials.
- Hansen stated that the Library does not keep track of these statistics.
- Haring asked about any community members that this may impact.
- Hansen wanted to point out that no one would be losing access, but rather that the move would be increasing the number of hours that people could access the materials.
- Rerick expressed concerns about fully donating all the materials without more information.
- Hansen stated that the library can work with NDSU Archives to draw up a comprehensive agreement.
- Haring motioned for the Library Director to initiate a donation of approximately 265 cubic feet of material (plus electronic material) comprising the West Fargo Historical Center at the West Fargo Public Library to the NDSU Archives as outlined in the first three bullet points of the memo. Anglin seconded. Motion approved.
 - The bullet points from the memo provided to the Board are as follows:
 - Library Director reviews existing donor agreements to ensure those agreements are upheld as materials are considered for donation.
 - NDSU Archives staff visit the West Fargo Public Library for a review of the materials. Optionally, the Library Board members and the Library Director may also tour the NDSU Archives.
 - Based on this review, NDSU and Library staff will make determinations about what materials NDSU Archives will acquire, what materials the Library will retain, and what will be done with duplicate materials

2. Director's Report

- Hansen talked about some of the steps the library has implemented to get people back to work in the building.
 - All visitors and unscheduled staff must be approved by Hansen.
 - Everyone must do a temperature check and sign a memo upon entry.
 - There is a cleaning schedule, masks are required, as well as reminders about hand washing and keeping distance from coworkers.
- The book drop in front of the library was opened. Items are quarantined for three days before being handled.
- People who are sick are told not to come to work.
- Hansen stated that in order for the library to get to the point where it is reopened to the public the staff would need to reconfigure the physical space to ensure social distancing. The library would also need to contract custodial support.
- Hansen has discussed the possibility of revising the lease with the City and the Schools to lower the rent so that the library can afford the cleaning services.
- Hansen also stated that she will watch the CDC guidelines about limiting the number of people in a building.
- Rerick thanked Hansen for contacting the schools about the custodial services.

- Hansen gave the Board a revised Financial Report based on requests from the last month. She asked if this more of what they were asking for.
- Rerick stated that she liked the overall report. She asked if there was a way to see how much was in the reserve account.
- Hansen stated that this report did not have the reserve account, but that she could add it for next month.
- Hansen gave an update on how the Library's Strategic Planning was going. She stated that it is on hold for now while everyone is dealing with COVID-19, but that she hopes it will pick back up sometime this summer.
- Hansen talked about the open positions that were put on hold due to COVID-19. She is now reviewing applications for the positions.
- Hansen stated that the library received another Arts Partnership Grant.
- Hansen gave an update on the remodeling project. She stated that the inspection has been completed and that the school approved the changes. She is looking to start the remodel the week of May 25. It should take about one month to complete.

3. Other Business

- Sara Engler talked about the curbside services that started this week. There has been a lot of positive feedback from patrons.
- She stated that 166 items went out in the past 3 days, 190 requests have been made and 35 people have picked up items.
- She told the Board that a lot of materials are adult materials, and that she is thinking of putting together picture book kits to increase the circulation of children's materials.
- Hansen talked about potentially partnering with the Little Red Reading Bus more strongly than last year. She will update the Board next month.
- Hansen stated that programming videos have been viewed over 80 hours in April.
- Lauren Nephew talked about all of the exciting virtual summer reading program activities that the service managers have planned. The Summer Reading Program will kick off on June 1.
- Nephew demonstrated to the Board how patrons can keep track of all their reading, take part in activities, and earn badges on the library's Beanstack page.

- 4. Adjournment:** The next meeting is June 11, 2020 at 5:30 p.m. Anglin moved to adjourn the meeting. Gjerdevig seconded. Meeting adjourned.

7000 LI BRARY

Account	Object	Description	----- Current Year -----				----- Last Year -----	
			Current Month	Current YTD	Budget	Variance	Prior Year Month	Prior Year YTD
Revenue								
	310001	PROPERTY TAXES	5,494.70	1,026,226.03	1,123,173.00	-96,946.97	8,635.79	832,721.18
	310002	DISCOUNT PROPERTY TAXES			-41,557.00	41,557.00		
	335600	STATE AID					31,406.97	31,406.97
	345200	NON-RESIDENT FEE		19.30	500.00	-480.70	65.00	200.00
		Total Revenue	5,494.70	1,026,245.33	1,082,116.00	-55,870.67	40,107.76	864,328.15
Expenses								
411600		LI BRARY						
	110	PERMANENT EMP SALARIES	45,493.10	300,331.21	608,944.00	308,612.79	47,041.88	244,346.22
	114	PART TIME SALARIES	5,419.86	5,419.86	121,413.00	115,993.14	9,336.45	49,867.61
	220	SOCIAL SECURITY	3,750.42	22,745.29	55,872.00	33,126.71	4,180.43	21,649.74
	230	RETIREMENT	6,820.14	36,128.81	91,727.00	55,598.19	6,858.33	35,668.37
	240	WORKFORCE SAFETY INSURANCE		10,164.02	3,360.00	-6,804.02		1,022.28
	245	CORPORATE EDUCATION		554.10	3,000.00	2,445.90		160.00
	250	UNEMPLOYMENT	205.48	205.48	1,000.00	794.52		
	312	ATTORNEY			1,000.00	1,000.00		
	320	HEALTH INSURANCE	5,623.91	25,099.43	76,888.00	51,788.57	4,697.90	23,495.32
	333	BUILDING RENTAL	11,990.00	59,950.00	144,000.00	84,050.00	11,990.00	59,950.00
	340	TRAVEL & EDUCATION		2,814.50	2,980.00	165.50	1,084.88	1,894.10
	356	TELEPHONE	129.26	641.66	2,400.00	1,758.34		
	360	MISC PRINTING & MAILING		1,199.23	9,245.00	8,045.77	100.96	2,398.90
	387	MEDICAL/VACCINES			500.00	500.00		
	399	RECRUITMENT/EMPLOYMENT TESTING		458.13	3,000.00	2,541.87	133.00	904.97
	410	OFFICE SUPPLIES	176.06	2,275.33	18,000.00	15,724.67	989.62	4,357.68
	428	SERVICE AGREEMENTS-CONTRA	60.00	300.00	17,500.00	17,200.00	60.00	1,305.04
	497	TECHNOLOGY	2,307.39	5,473.04	51,962.00	46,488.96	231.94	18,271.76
	640	FURNITURE & EQUIPMENT		950.13	17,500.00	16,549.87	24.42	3,024.03
	644	POSTAL METER RENT		243.09	1,500.00	1,256.91		443.58
	648	PROFESSIONAL PUBLICATIONS		276.36	1,200.00	923.64		432.50
	649	PROGRAMMING	193.98	887.28	11,000.00	10,112.72	659.99	1,763.48
	650	E RESOURCES	5,779.66	11,387.67	30,250.00	18,862.33	956.49	4,213.43
	661	SHIPPING						1,333.24
	662	BOOKS		10,724.06	100,750.00	90,025.94	8,368.73	32,111.51
	663	MAGAZINES	20.00	4,417.30	6,500.00	2,082.70		4,488.02
	664	AUDIO VIDEO		2,109.14	31,500.00	29,390.86	2,539.38	8,896.65
	667	MEMBERSHIPS		1,251.00	1,247.00	-4.00		425.00
	669	INSURANCE			1,750.00	1,750.00	100.00	100.00
	672	EMERGENCY MEDICAL SUPPLIES			250.00	250.00		
	673	CLEANING SUPPLIES		100.02	500.00	399.98	28.88	61.45
	689	PROMOTIONAL ACTIVITIES	81.00	911.49	11,400.00	10,488.51	623.53	3,350.82
	750	MISC.		2.89	750.00	747.11	28.52	120.86
	901	CATALOGING	191.51	957.55	2,300.00	1,342.45	184.43	737.87
	903	HISTORY ROOM		7.93	2,500.00	2,492.07	300.81	578.03

7000 LIBRARY

Account	Object	Description	----- Current Year -----				----- Last Year -----	
			Current Month	Current YTD	Budget	Variance	Prior Year Month	Prior Year YTD
	994	ODIN			7,000.00	7,000.00		
		Total Account	88,241.77	507,986.00	1,440,688.00	932,702.00	100,520.57	527,372.46
416000		BUILDING INSPECTIONS						
	497	TECHNOLOGY	725.00	725.00		-725.00		
		Total Account	725.00	725.00		-725.00		
		Total Expenses	88,966.77	508,711.00	1,440,688.00	931,977.00	100,520.57	527,372.46
		Net Income from Operations	-83,472.07	517,534.33			-60,412.81	336,955.69
Other Revenue								
	360000	MI SCELLANEOUS REVENUE	6.90	1,631.49	21,200.00	-19,568.51	50.97	1,782.04
	360400	CARD REPLACEMENT		5.00		5.00	27.25	104.25
	360500	FINES		316.25		316.25	653.90	2,591.01
	360600	BOOK & AV REPLACEMENT		12.99		12.99	41.46	404.18
	360700	COPIER		837.69		837.69	322.93	2,005.32
	375000	DONATIONS		249.83	2,000.00	-1,750.17	260.94	1,273.81
		Total Other Revenue	6.90	3,053.25	23,200.00	-20,146.75	1,357.45	8,160.61
		Net Income	-83,465.17	520,587.58			-59,055.36	345,116.30

06/16/20
14:09:42

CITY OF WEST FARGO, ND
Trial Balance
For the Accounting Period: 5 / 20

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Report ID: L120

7000 LIBRARY

Account	Beginning	Debit	Credit	Net Change	Ending Balance
ASSETS					
101000 CASH - OPERATING	1,150,725.59	5,515.03	88,980.20 (	83,465.17)	1,067,260.42
172000 REVENUES (Credit)	(1,023,796.98)	0.00	5,501.60 (	5,501.60)	(1,029,298.58)
Total ASSETS	126,928.61	5,515.03	94,481.80 (	88,966.77)	37,961.84
LIABILITIES AND FUND EQUITY					
202100 ACCOUNTS PAYABLE	0.00	21,680.72	21,680.72	0.00	0.00
242000 Expenditures (Debit)	(419,744.23)	88,980.20	13.43 (	88,966.77)	(508,711.00)
271000 Unreserved Fund Balance	546,672.84	0.00	0.00	0.00	546,672.84
Total LIABILITIES AND FUND EQUITY	126,928.61	110,660.92	21,694.15 (	88,966.77)	37,961.84

WEST FARGO PUBLIC LIBRARY

Monthly Report for May 2020



ONLINE PROGRAMS

- Preschool Storytime Episodes - 4
- Children's Craft Episodes - 4
- Wiggle Worms Storytimes - 3
- How To: Use Library Resources - 2
- Summer Reading Promos - 2



VIDEOS (30 sec) - 158 (-557)



VIDEOS (30 sec) - 1875 (+1423)

HOURS SPENT WATCHING OUR VIDEOS IN MAY - 77.4
ONLINE BOOK CLUB MEMBERS - 99

CURBSIDE PICKUP (MAY 11-31)

ITEMS CIRCULATED - 649
ITEMS REQUESTED - 569
NUMBER OF PICKUPS - 142



Tanya Erickson I'm so excited about this. I'm ready for a new set of books!!

Like · Reply · Message · 4w

CIRCULATION OF ONLINE MATERIALS

Online Resource	March	April	May	YTD
Hoopla	578	689	564	2881
OverDrive (Library2Go)	2247	2330	2505	11448
RBDigital	124	156	Not yet received from State Library	-
TumbleBooks	162	55	25	644
Total	3111	3230	3094 +	

TOP WEBSITES (BY UNIQUE PAGE VIEW)

Webpage	Number of Unique Pageviews May 1 - 31, 2020
/732/Public-Library (www.westfargolibrary.org)	2377 (+749)
/671/Summer-Reading-Program	862 (+862)
/572/Books-Digital	287 (+112)
/1042/WFPL-at-home	268 (+35)
/703/Digital-Books-Media	164 (-54)

SOCIAL MEDIA



LIKES - 1707 (+69)



SUBSCRIBERS - 45 (+13)

LIBRARY CARD APPLICATIONS



48

MEDIA RELATIONS

West Fargo Public Library offers one-on-one job search and census help

- The Forum

West Fargo Public Library kicks off Summer Reading Program

- AM1100 The Flag
- West Fargo Pioneer/The Forum

West Fargo Public Library takes Ask a Genealogist program virtual

- AM1100 The Flag

Curbside pickup service

- KVRR
- West Fargo Pioneer/The Forum
- AM 1100 The Flag

Library News section in the West Fargo Pioneer (print and digital)

Sanitize and Spot Clean Walls		3		
Sweep and Sanitize Floors		6		
Kitchen-Break Area	Times/Day	Times/Week	Times/Month	
Sanitize Lunchroom Table Tops and Counters		6		
Clean and Sanitize Sink		6		
Empty Waste Baskets		6		
Change Waste Baskets as needed		as needed		
Clean & Sanitize Microwaves - outside		6		
Clean & Sanitize Fridge - outside		6		
Sweep, mop, vacuum floors		1		
Arrange Lunchroom Furniture		1		
Closing Instructions	Times/Day	Times/Week	Times/Month	
Arrange furniture		6		
Clean supply/storage rooms		per request		
Turn On/Off lights & secure the building		6		

Thank you for giving us the opportunity to bid for your business. In the time we at TLC Cleaning have been in business, we have established a reputation for quality. We look forward to showing you that it is well-deserved.

Sincerely,

Trisha Lake
 TLC Cleaning
www.tlccleaningfargo.com

Based on your selections your Subtotal is: 2900.00

Tell us why you selected us

Accept Proposal



Thank you for using our online account management solution! If you have any questions or concerns you may contact us by email by [clicking here](#)

About your proposal:
 701-412-3298

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, made and entered into this _____ day of June, 2020, by and between **WEST FARGO PUBLIC SCHOOL DISTRICT NO. 6**, 207 West Main Avenue, West Fargo, North Dakota 58078, hereinafter called the “Landlord” and **CITY OF WEST FARGO ON BEHALF OF THE WEST FARGO PUBLIC LIBRARY**, 215 3rd Street East, West Fargo, North Dakota 58078, hereinafter called the “Tenant.”

WHEREAS, the Landlord and Tenant entered into a Lease dated September 1, 2017 (the “Lease”) for a portion of the Lodoen Center described in Exhibit A in the Lease (the “Leased Property”) to be used as a public library; and

WHEREAS, Landlord and Tenant desire to change the responsibility for custodial services for the Leased Property from Landlord to Tenant and to reduce the annual rent paid by Tenant, and amend and change certain provisions of the Lease accordingly;

IT IS NOW, THEREFORE, AGREED by and between the parties hereto as follows:

1. Paragraph 4 of the Lease is hereby amended and restated as follows:

4. Rent. The Tenant shall pay to the Landlord annual rent of \$116,880.00 in lawful money of the United States, commencing July 1, 2020, in equal monthly installments of \$9,740.00 in advance, on the first day of each month throughout the term of this Lease (the “Rent”).

The rent shall cover the Tenant’s proportionate share of property taxes and assessments and the tenant’s proportionate share of operating costs, including, but not limited to, common area maintenance and cleaning, electricity, water, sewer, heating and air-conditioning, snow removal, parking lot maintenance and repair (hereinafter called “Taxes and Operating Costs”).

2. Paragraph 7 of the Lease is hereby amended and restated as follows:

7. Cleaning of Leased Property. During the term of this Lease the Tenant shall be responsible for all cleaning and custodial services for the Lease Property and shall keep the Lease Property in a neat, clean and sanitary condition free from waste and other debris. So long as Tenant is not in default hereunder, during the term of this Lease, Landlord shall provide to Tenant bathroom paper products and soap and continue to provide the cleaning supplies currently being provided to Tenant by Landlord.

3. All remaining provisions of the Lease shall remain in full force and effect without change or amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Lease to be duly executed by their duly authorized representatives as of the date first written above.

**WEST FARGO PUBLIC SCHOOL
DISTRICT NO. 6**

By: _____
Its: President of the School Board

ATTEST:

By: _____
Its: Business Manager

TENANT:

**CITY OF WEST FARGO
ON BEHALF OF THE
WEST FARGO PUBLIC LIBRARY**

By: _____
Its: President of the City Commission

ATTEST:

By: _____
Its: City Auditor

LEASE

THIS LEASE, made and entered into this 1st day of September 2017, by and between WEST FARGO PUBLIC SCHOOL DISTRICT NO. 6, CASS COUNTY, NORTH DAKOTA, of 207 West Main Avenue, West Fargo, North Dakota 58078, hereinafter called the "Landlord," and CITY OF WEST FARGO ON BEHALF OF THE WEST FARGO PUBLIC LIBRARY, of West Fargo, North Dakota 58078, hereinafter called the "Tenant."

WITNESSETH:

That for and in consideration of the mutual covenants, agreements, and conditions hereinafter contained, the parties hereto do respectively covenant and agree as follows:

1. **LEASE PROPERTY.** The Landlord, for and in consideration of the rents, covenants, and agreements hereinafter specified to be paid, kept, and performed by the Tenant, hereby leases that portion of the premises described on Exhibit A attached hereto and by reference made a part hereof, having the address of 109 3rd Street East, West Fargo, North Dakota 58078. Said premises are hereinafter called the "Leased Property."

2. **TERM OF LEASE.** The term of this lease shall be five (5) years, commencing on September 1, 2017, and terminating on August 31, 2022, both dates inclusive, unless sooner terminated as herein provided. The Landlord certifies that the Leased Property, excluding fixtures and appurtenances installed by the Tenant, conforms to all applicable laws, ordinances, regulations, and requirements of governmental authorities.

3. **OPTION TO RENEW.** The Tenant shall have an option to extend this lease for an additional period of one (1) year or such longer term as agreed to by both parties. The option to renew must be exercised in writing by the Tenant not later than six (6) months prior to the expiration of the term. Each renewal is subject to a renegotiation of Rent that is mutually agreed upon by both parties. Such Rent adjustment shall be established no later than three (3) months prior to the expiration of the term.

4. **RENT.** The Tenant shall pay to the Landlord annual rent of \$143,880.00 in lawful money of the United States, in equal monthly installments of \$11,990.00 in advance, on the first day of each month throughout the term of this lease (the "Rent").

The Rent shall cover the Tenant's proportionate share of property taxes and assessments and the Tenant's proportionate share of operating costs, including, but not limited to, common area maintenance and cleaning, electricity, water, sewer, heating and air-conditioning, cleaning, custodial, snow removal, parking lot maintenance and repair, plus any direct maintenance, custodial and cleaning expenses incurred by the Landlord for the Leased Property (hereinafter called "Taxes and Operating Costs").

The Rent shall be payable at the office of the Landlord or at such other place as the Landlord may designate in writing.

5. **USE OF PREMISES.** The Tenant may use and occupy the Leased Property for operating a public library or for any other lawful purpose. The Tenant shall not use or knowingly permit any part of the Leased Property to be used for any unlawful purpose.

6. **QUIET ENJOYMENT.** The Tenant, upon the payment of the Rent herein, reserves and upon the performance of all the terms of this lease, shall at all times during the lease term, and during any extension or renewal term, peaceably and quietly enjoy the Leased Property without any disturbance from the Landlord or from any other person claiming through the Landlord.

7. **CLEANING OF LEASED PROPERTY.**

(a) During the term of this lease the Tenant shall keep the Leased Property in a neat, clean and sanitary condition free from waste and other debris. The Tenant shall also be responsible for dusting, cleaning tabletops and counters and cleaning upholstered furniture and any other Tenant fixtures or furnishings.

(b) So long as the Tenant is not in default hereunder, during the term of this lease, the Landlord shall provide:

(i) The following primary cleaning services for the Leased Property daily, excepting weekends and holidays:

- (A) vacuuming,
- (B) emptying garbage and recycling containers, and
- (C) cleaning bathrooms and stocking them with paper products;

(ii) and the following cleaning services as needed:

- (A) carpet cleaning and spot removal,
- (B) window pane and window ledge cleaning,
- (C) replacement of light bulbs, and
- (D) cleaning of hard floors.

(c) Cleaning products will be provided by the Landlord and will be available for the Tenant's use.

8. REPAIR AND MAINTENANCE.

(a) The Tenant shall, during the term of this lease and any renewal or extension thereof, at its sole expense, keep the interior of the Leased Property in as good order and repair as it is at the date of the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. The Tenant shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or municipal authority.

(b) The Landlord, during the term of this lease, and any renewal or extension thereof, shall keep the structural supports and exterior walls of the building, including windows, doors, and passageways from the lobby, street, and parking area leading to the Leased Property, and the adjacent parking lot, sidewalks and entrance lobby, in good order and repair. The Landlord shall use due diligence in making such repairs and make them as soon as reasonably possible after receiving notice of the necessity for repair.

(c) The Landlord shall be responsible for removing snow, ice, rubbish, and other obstructions on the sidewalk and parking area.

(d) The Landlord shall maintain and repair all plumbing and toilet fixtures, and equipment installed for the general supply of hot and cold water, heat, air conditioning, and electricity. When the plumbing and toilet fixtures, and equipment installed for the general supply of hot and cold water, heat, air conditioning, and electricity must be replaced, the Landlord shall pay for such replacement.

9. COMPLIANCE WITH LAWS. The Tenant shall, throughout the terms of this lease, at its sole expense, promptly comply with all laws and regulations of all federal, state, and municipal governments and appropriate departments, commissions, board and officers thereof, and the orders and regulations of the National Board of Fire Underwriters or any other body known now or hereafter exercising similar functions, which may be applicable to the Leased Property and the fixtures and equipment therein.

10. OPTION TO TERMINATE LEASE. The Tenant shall have the option to terminate this lease on September 1, 2020, or on any date thereafter by providing to the Landlord, six (6) months in advance of the early termination date, the following:

(a) Written notice of the Tenant's termination of the lease as of the date set forth in the written notice, which date must be at least six (6) months after the Landlord receives the Tenant's written notice.

(b) A lease cancellation payment in the amount of \$570.00 per month for each month by which the lease is shortened. This payment shall be delivered to the Landlord together with the Tenant's written notice of the termination of this lease.

(c) Should the Tenant fail to deliver the lease cancellation payment together with the written notice of the termination of this lease, the written notice of the termination of this lease shall be null and void.

11. SURRENDER OF PREMISES.

(a) The Tenant shall, on the expiration or the sooner termination of the lease term, surrender to the Landlord the Leased Property, including all replacements, changes, additions, and improvements constructed or placed by the Tenant thereon, with all equipment in or appurtenant thereto, except all moveable trade fixtures (not including equipment) installed by the Tenant, broom-clean, free of subtenancies, and in good condition and repair, reasonable wear and tear excepted, and damage by fire, act of God or other casualty. Any trade fixtures or personal property belonging to the Tenant or to any subtenant, if not removed at such termination and if the Landlord shall so elect, shall be deemed abandoned and become the property of the Landlord without any payment or offset therefor. If the Landlord shall not so elect, the Landlord may remove such fixtures or property from the Leased Property and store them at the Tenant's risk and expense. The Tenant shall repair and restore, and save the Landlord harmless from, all damage to the Leased Property caused by such removal, whether by the Tenant or by the Landlord.

(b) No act or thing done by the Landlord or its agent during the term of this lease shall be deemed an acceptance of the surrender of the Leased Property and no agreement to accept such surrender shall be valid unless in writing signed by the Landlord. No employee or agent of the Landlord shall have any power to accept the keys of the Leased Property prior to the termination of this lease and the delivery of the keys to an employee or agent of the Landlord shall not operate as a termination of this lease or a surrender of the Leased Property.

12. RIGHT TO ALTER AND IMPROVE. No alteration, addition, or improvement to the Leased Property shall be made by the Tenant without the written consent of the Landlord. Any alteration, addition, or improvement made by the Tenant after such consent shall have been given, and any fixtures installed as part thereof, shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this lease; provided, however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination of this lease.

13. UTILITIES. The Landlord shall pay all charges for gas, electricity, light, heat, and power. The Tenant shall pay all charges for telephone or other communications service used, rendered, or supplied upon or in connection with the Leased Property, and shall indemnify the Landlord against any liability or damages on such account.

14. LANDLORD'S RIGHTS - TENANT'S DEFAULT.

(a) The Landlord may give the Tenant five (5) days' notice of intention to terminate this lease in any of the following circumstances:

(i) If the Tenant shall be in default in the performance of any covenant of this lease (other than the covenants for the payment of Rent) and if such default is not cured within fifteen (15) days after written notice thereof given by the Landlord; or, if such default shall be of such nature that it cannot be cured completely within such 15-day period, if the Tenant shall not have promptly commenced within such 15-day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(ii) If the Tenant shall be adjudicated a bankrupt, make a general assignment for the benefit of the creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property and such appointment is not vacated within ninety (90) days. For these purposes, the "Tenant" shall mean the Tenant then in possession of the Leased Property.

(iii) If the Leased Property becomes vacant or deserted for a period of thirty (30) days.

(iv) If this lease shall be assigned or the Leased Property sublet other than in accordance with the terms of this lease and such default is not cured within fifteen (15) days after notice.

(v) If the Tenant shall be in default in the payment of the Rent and such default is not cured within ten (10) business days after mailing of written notice thereof by the Landlord.

(b) If the Landlord shall give the five (5) days' notice of termination provided in subparagraph (a), then at the expiration of such period, this lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of this lease, and the Tenant shall then surrender the Leased Property to the Landlord. If this lease shall so terminate, it shall be lawful for the Landlord, at its option, without formal demand or notice of any kind, to reenter the Leased Property by an unlawful detainer action or by any other means and to remove the Tenant therefrom without being liable for any damages therefor. Upon the termination of this lease, as herein provided, the Landlord shall have the right, at its election, to terminate any sublease then in effect, without consent of the sublessee concerned.

(c) The Tenant shall remain liable for all its obligations under this lease, despite the Landlord's reentry, and the Landlord may re-rent or use the Leased Property as agent for the Tenant, if the Landlord so elects. The Tenant waives any legal requirement for notice of intention to reenter and any right of redemption.

(d) Nothing in this article shall be deemed to require the Landlord to give the Tenant any notice, other than such notice as may be required by statute, prior to the

commencement of an unlawful detainer action for nonpayment of any Rent, it being intended that the five-day notice is only for the purpose of creating a conditional limitation hereunder pursuant to which this lease shall terminate.

(e) If the lease shall terminate as provided in this article, the Landlord shall have the right, at its election at any time, to recover from the Tenant the amount by which the Rent and charges equivalent to the Rent reserved herein for the balance of the term shall exceed the reasonable rental value of the Leased Property for the same period.

(f) Time is of the essence of this lease with respect to the performance by the Tenant of its obligations hereunder.

15. PERFORMANCE OF TENANT'S OBLIGATIONS. If the Tenant shall be in a default hereunder, the Landlord may cure such default on behalf of the Tenant, in which event the Tenant shall reimburse the Landlord for all sums paid to effect such cure, together with interest at the rate of 110% per annum of the "Prime Rate of Interest" charged by Wells Fargo Bank Minneapolis, N.A. (the rate of interest charged by said Bank to its most credit-worthy commercial corporate customers on unsecured commercial loans of ninety (90) days or less duration from time to time during the interval between such due date and the date of payment) and reasonable attorneys' fees. In order to collect such reimbursement, the Landlord shall have all the remedies available under this lease for a default in the payment of the Rent.

16. RIGHT OF ENTRY. The Landlord and its representative may enter the Leased Property, at any reasonable time, for the purpose of inspecting the Leased Property, performing any work which the Landlord elects to undertake made necessary by reason of the Tenant's default under the terms of this lease, exhibiting the Leased Property for sale, lease, or mortgage financing, or posting notices of non-responsibility under any mechanic's lien law. Except in an emergency, the Landlord, while exercising this right of entry, will not interfere with the operations or business activities of the Tenant.

17. FIRE OR OTHER CASUALTY LOSS. In case of damage by fire or other casualty to the building in which the Leased Property is located, if the damage is so extensive as to amount practically to the total destruction of the Leased Property or of such building, this lease shall cease, and the Rent shall be apportioned to the time of the damage. In all other cases where the Leased Property is damaged by fire or other casualty without the fault of the Tenant, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Property untenable, in whole or in part, there shall be an apportionment of the Rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given in delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

18. INSURANCE.

(a) The Landlord shall keep the building containing the Leased Property insured against loss or damage by fire with all risk policy endorsement in an amount

sufficient to prevent the Landlord from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than 80% of the full insurable value as determined from time to time. The term "full insurance value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this state.

(b) During the term of this lease, the Tenant shall keep the Leased Property insured, at its sole cost and expense, against claims for personal injury or property damage under a policy of general public liability insurance, with limits of at least \$500,000 per occurrence with a general aggregate limit of \$1,000,000. Such policies shall name the Landlord and the Tenant as the insureds. Within ten (10) days after the date hereof, the Tenant shall deliver to the Landlord certificates of insurance certifying that such insurance is in full force and effect. On the anniversary date of such insurance policies thereafter, during the term of this lease, the Tenant shall deliver to the Landlord certificates of insurance certifying that such insurance is in full force and effect.

(c) The Tenant shall be responsible for insuring all of its personal property, furniture, fixtures and equipment located in the Leased Property in such amounts and upon such terms as it determines.

19. DENIAL OF SUBROGATION RIGHTS. The Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Leased Property, or covered by insurance in connection with property on or activities conducted on the Leased Property regardless of the cause of the damage or loss.

20. TERMINATION OF LEASE UPON CONDEMNATION. If the Leased Property, or any part thereof, is taken by eminent domain, this lease shall expire on the date when the Leased Property shall be so taken, and the Rent shall be apportioned as of that date. No part of any award shall belong to the Tenant, except any portion of the award attributable to any trade fixtures or equipment of the Tenant taken by the public authority.

21. EASEMENTS. The Landlord shall have the right to grant easements in areas of the Leased Property for the installation of utilities, provided that the use of such easement areas for such purposes does not interfere substantially with the operation of the Tenant's business. The Tenant shall not be entitled to any compensation or abatement of the Rent if the use of such easement does not interfere substantially with the operations of the Tenant's business.

22. RIGHTS TO ASSIGN AND SUBLEASE. The Tenant may sublet all or portions of the Leased Property for the remainder of the term with the approval of the Landlord, which approval the Landlord shall not unreasonably withhold, provided that the business or occupation of the subtenant is not extra hazardous, disreputable, or illegal, and provided further that the Tenant shall remain primarily liable for the payments of the Rent herein reserved and for the performance of all the other terms of this lease required to be performed by the Tenant.

23. NOTICE. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Landlord hereby designates its address as 207 West Main Avenue, West Fargo, North Dakota 58078. The Tenant hereby designated its address as 109 3rd St E, West Fargo, North Dakota 58078.

24. CONSTRUCTION.

(a) This lease shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.

(b) The covenants, terms, conditions, provisions, and undertaking in this lease or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party, as if in each and every case so expressed.

(c) The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this lease whenever occasion shall arise and request for such instruments shall be made.

(d) The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision or provisions of this lease.

(e) This lease contains the entire agreement between the parties and cannot be changed or terminated orally.

(f) This lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(g) If any provision of this lease shall be declared invalid or unenforceable, the remainder of this lease shall continue in full force and effect.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the day and year first above written.

LANDLORD:

**WEST FARGO PUBLIC SCHOOL
DISTRICT NO. 6**



Its: President

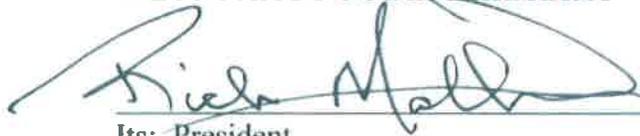
ATTEST:



Its: Business Manager

TENANT:

**CITY OF WEST FARGO
ON BEHALF OF THE
WEST FARGO PUBLIC LIBRARY**



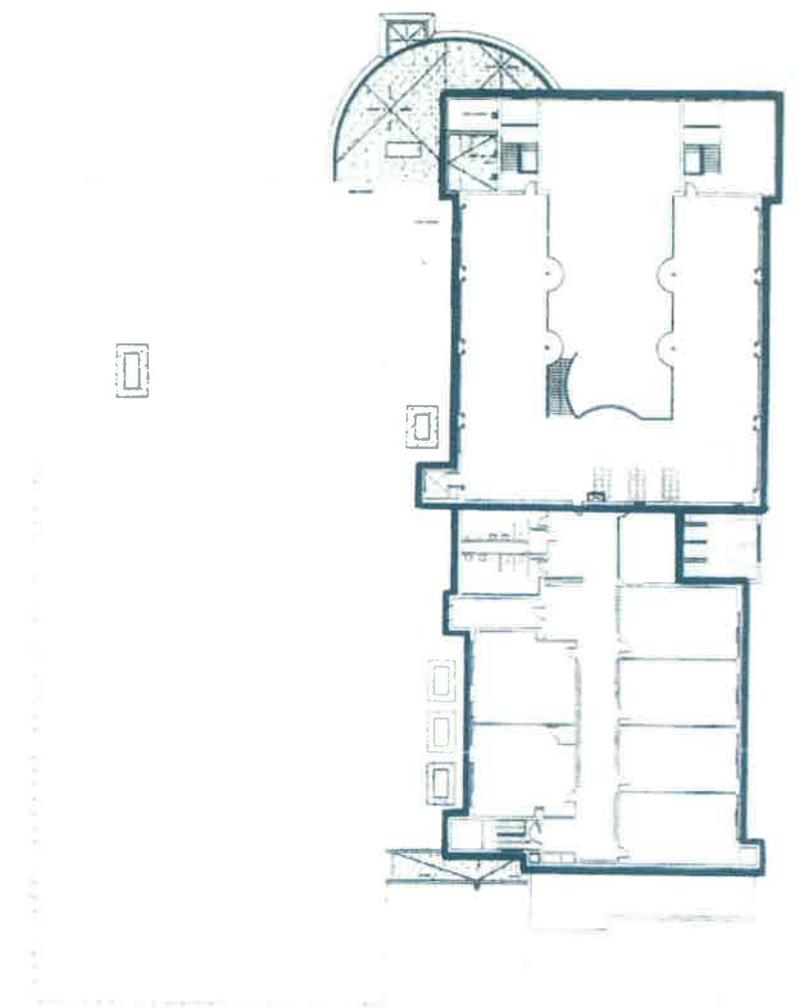
Its: President

ATTEST:



Its: City Auditor

EXHIBIT A
LEASED PROPERTY



Library Second Floor 4,200 square feet approx.

Library Expansion 150 square feet approx.

OVERALL THIRD FLOOR PLAN

**LODOEN PUBLIC LIBRARY AND COMMUNITY CENTER
WEST FARGO, NORTH DAKOTA**



1000 Broadway, Suite 1000
West Fargo, ND 58130
701.233.1111

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bryoung - 12 16992

THIRD FLOOR.dwg

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LIBRARY (7000-411600)	2019 Actual	2020 Budget	2020 Projected	2021 Budget
<i>Expenses</i>				
110 Salaries	\$ 613,727	\$ 608,944	\$ 608,944	\$ 719,287
114 Part-time Salaries	118,534	121,413	121,413	126,216
220 Social Security	54,150	55,872	55,872	64,681
230 Retirement	84,019	91,727	91,727	101,561
240 Workforce Safety Insurance	1,022	3,360	3,360	1,911
245 Corporate Education	2,179	3,000	3,000	-
312 Attorney	-	1,000	1,000	1,000
250 Unemployment	-	1,000	1,000	1,000
320 Health Insurance	53,173	76,888	76,888	110,860
333 Building Rental	143,880	144,000	144,000	151,800
340 Travel & Education	5,126	2,980	2,980	24,025
356 Telephone	-	2,400	2,400	6,650
360 Miscellaneous Printing & Mailing	5,842	9,245	9,245	7,000
387 Medical and Vaccines	-	500	500	500
399 Recruitment	1,897	3,000	3,000	3,000
410 Office Supplies	14,821	18,000	18,000	15,000
428 Service Agreement Contracts	14,597	17,500	17,500	11,955
497 Technology	55,592	51,962	51,962	25,199
640 Furniture & Equipment	7,962	17,500	17,500	7,762
644 Postal Meter Rent	1,173	1,500	1,500	1,200
648 Professional Publications	1,632	1,200	1,200	1,200
649 Programming	8,587	11,000	11,000	11,000
650 Electronic Resources	27,002	30,250	30,250	36,000
661 Shipping	1,333	-	-	-
662 Books	94,492	100,750	100,750	100,750
663 Magazines	5,928	6,500	6,500	6,500
664 Audio and Video	23,041	31,500	31,500	31,500
667 Memberships	886	1,247	1,247	3,218
669 Insurance	858	1,750	1,750	1,750
672 Emergency Medical Supplies	245	250	250	250
673 Cleaning Supplies	349	500	500	500
689 Promotional Activities	9,609	11,400	11,400	11,400
724 Consulting/Testing Fees	9,000	-	-	-
740 Service Charges	157			
750 Miscellaneous	703	750	750	750
852 Website	-	-	-	-
901 Cataloguing	2,064	2,300	2,300	2,300
903 History Room	1,818	2,500	2,500	
994 ODIN	7,003	7,000	7,000	12,000
	<u>\$ 1,372,400</u>	<u>\$ 1,440,688</u>	<u>\$ 1,440,688</u>	<u>\$ 1,599,725</u>
<i>Revenue</i>				
310001 Taxes	\$ 1,093,593	\$ 1,081,616	\$ 1,081,616	\$ 1,301,770
310002 Levy Discounts				\$ (48,165)
335600 Intergovernmental	35,154	-	-	31,000
345200 Charges for Services	471	500	500	500
360000 Miscellaneous	35,505	21,200	21,200	16,000
375000 Pledges	2,823	2,000	2,000	2,000
Other Financing Sources	-	-	-	-
	<u>\$ 1,167,546</u>	<u>\$ 1,105,316</u>	<u>\$ 1,105,316</u>	<u>\$ 1,303,105</u>

Number of FTE's	9	10	11	12
Number of PTE's	14	14	12	12

Net Deficit	\$	(335,372)
Change to 2021	\$	38,752

Net Budget	\$	(296,620)
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2021 Library Budget Draft Justification

Requests

Staffing

- The budget draft includes the addition of a Children's Services Librarian reporting to the Youth Services Manager. The position would allow us to:
 - Meet growing demand for educational and recreational programs for all ages in West Fargo. In 2018, attendance at library events for children and adults totaled nearly 15,000, up from approximately 7,000 in 2008 and 11,000 in 2013.
 - Offer programs at more optimal days and times, be more responsive to West Fargo needs and interests, and allow residents to access library services via off-site programs with community partners.
 - Broaden programming beyond elementary-age children. The Children's Librarian will be responsible for continuation of programs for infant through elementary-age children. This will allow the Youth Services Manager to plan for service to tweens and teens through partnership with the West Fargo Public Schools.
- Children's Services Librarian responsibilities:
 - Create/plan/implement programming for infants through elementary-age children. Design or propose program/event offerings, find partners to collaborate with or bring to the library.
 - Participate in offsite programming activities and represent the Library at community events.
 - Work on the Summer Reading Program team and continuously develop the program each year.
 - Perform regular customer service shifts at the public service desk, providing direct assistance to patrons with tasks such as homework, job searches, reading recommendations.
 - Perform collection purchasing for assigned collections.

Building Rental (333)

- This item was reduced by \$27,000 in the budget draft per planned lease amendment with WFPS to eliminate cleaning services from the current lease. The Library would contract for external custodial services totaling approximately \$34,800 per year, resulting in a net increase of \$7,800.

Travel & Education (340)

- The Library has lacked funds for training and professional development for staff at all levels. In order to continuously improve services, the budget request includes attendance at 1 regional or national conference per year, membership to library professional organizations, and attendance at least 1 supplementary

remote online training per year for the Library Director, Library Service Managers, Librarian, Circulation Supervisor, and Communications Specialist.

ODIN (994)

- This budget item is for membership in the statewide consortium that manages the Library's integrated library system and resource sharing (Online Dakota Information Network or "ODIN"). The Library has been undercharged by ODIN for several years and the amount will be incrementally increased over time. The Library should be paying approximately \$20,000 per year. Membership fees are based on a library's number of items and registered patrons.

Revenue

Fines

- The Library Director is recommending the elimination of late fines as a revenue source beginning in fiscal year 2021.
 - WFPL took in just over \$5,000 in fine revenue in 2019, down from \$8,500 in 2018.
 - Since fall 2018, has not charged late fees on children's materials. Introduction of auto-renewal in 2020 will further reduce fine revenue.
- Facts about library late fines:
 - Fines even as small as \$.10 per day per item add up and are an economic barrier to utilizing the library, leading to inequitable access to the library based on a patron's ability to pay fines.
 - Case studies have shown that eliminating fines does not mean that people stop returning items. In fact, it can have the opposite effect because people no longer face the shame of having to pay miniscule fines.
 - Eliminating fines does not mean that a library stops assessing fees for damaged or lost items. Most libraries will still charge and block patrons for never returned or damaged items.
 - Fine elimination is a fiscally responsible choice for many libraries because they do not need to dedicate staff time to collecting, explaining, or completing administrative tasks related to fine collection. They do not need to pay for infrastructure related to collecting the fines (ex: credit card readers & credit card fees). "With less staff time focused on enforcing fines, we can spend more time doing the positive people-focused work of the modern library." - [Peter Bromberg, Salt Lake City Public Library](#)
 - Many libraries that eliminate fines see increases in their circulation (ex: [St. Paul Public Library](#)).
- Sources and further reading:
 - [ALA Resolution on Monetary Library Fines as a Form of Social Inequity](#)
 - <https://sppl.org/fine-free/>
 - <https://sppl.org/news/wsj-finally-feel-free-to-return-that-library-book-you-checked-out-in-1981/>
 - <https://www.libraryjournal.com/?detailStory=St-Paul-Public-Librarys-Fine-Free-Thing>
 - <https://www.npr.org/2019/11/30/781374759/we-wanted-our-patrons-back-public-libraries-scrap-late-fines-to-alleviate-inequ>
 - <https://www.cde.state.co.us/cdelib/removingbarrierstoaccess>
 - <https://www.ebsco.com/blog/article/not-so-fine-with-library-fines-a-look-at-the-overdue-debate>

State Aid to Public Libraries

The Library will qualify for approximately \$31,000 in state aid in 2021. Qualification for FY 2021 is based on the amount levied in 2020 being greater than the Library's 3-year average of funds levied.

\$ Levied in 2017	\$ Levied in 2018	\$ Levied in 2019	3 Yr Average	\$ Levied in 2020
\$1,304,745.91	\$1,135,592.75	\$909,916.55	\$1,116,751.74	\$1,124,709

Cost reductions

The following is a summary of notable material cost reductions and reallocations in the 2021 library budget draft.

Technology (497)

- Reduced cost by approx. 50% (\$25,000) by partnering on lab laptops with City IT
 - Includes \$2,800 maintenance costs (vending machine)

Furniture & equipment (640)

- Reduced 2021 cost by approx. 50% by reallocating cubicle purchases planned for 2021 to 2020, to be paid for with unspent funds due to COVID closure

History room (903)

- Budget still includes \$12,000 in part-time salary, to be reallocated to part-time salary for outreach activities
- \$2,500 in supply costs eliminated

Financial comparison of ND libraries

2019	Local revenue per capita	Total operating expenditure per capita
Bismarck	\$26.24	\$31.77
Fargo	\$35.08	\$36.78
Grand Forks	\$38.23	\$39.42
Minot	\$29.51	\$35.23
West Fargo	\$24.86	\$37.52
2020	Local revenue per capita	Total operating expenditure per capita
West Fargo	\$29.58	\$39.40

*West Fargo service population used to calculate table figures: **36,566**

*West Fargo Public Library provides library cards to the population within the West Fargo Public School district totaling **67,272**