



Boise Public Library Board of Trustees Regular Meeting Agenda
Wednesday, July 8, 2026, 11:30 a.m. • Library! at Bown Crossing, Martie Brennan Room,
2153 E. Riverwalk Dr., Boise, ID 83706

Public can attend the meeting in person or via YouTube at the following link:
https://www.youtube.com/channel/UCJo0NAsCybsN0DtzuAI3LGA

Table with 2 columns: BOARD OF TRUSTEES (listing Ron Pisaneschi, Nicole Trammel Pantera, Evelyn Johnson, Reshma Kamal, Theresa McLeod) and MISSION (The Boise Public Library's mission is to provide access and opportunity for everyone by connecting people to ideas, information, and community).

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DOWNTOWN LIBRARY
715 S. Capitol Blvd., Boise, Idaho 83702
P: 208-972-8200 | TTY: 711

LIBRARY! AT
BOWN CROSSING
P: 208-972-8360

LIBRARY! AT
COLE AND USTICK
P: 208-972-8300

LIBRARY! AT
COLLISTER
P: 208-972-8320

LIBRARY! AT
HILLCREST
P: 208-972-8340

# AGENDA

## Boise Public Library Board of Trustees Regular Meeting Agenda

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**1. Call to Order and Introductions**

**2. Communications**

None

**3. Minutes- Action Item**

June 10, 2026, Regular Meeting

**4. Consent Agenda- Action Item**

All matters on the consent agenda are considered routine and may be approved in a single motion. A trustee may ask that an item be removed from the consent agenda and considered separately.

**a. Payment of Bills and Payroll**

**b. Financial Reports**

Year-to-Date through May 31, 2026

Gift Fund activity for May 2026

**5. Reports**

**a. Friends of the Boise Public Library**

**b. Boise Public Library Foundation**

**c. Library Director including administration and management**

**6. Requests for Reconsideration**

Requests for the move, or removal of materials are brought to the Board for reconsideration at the Library Board President's discretion.

None

**7. Old Business**

**a. Boise Public Library Policy Review:**

**Section 7.00, Use of Meeting Rooms**

Library Public Services Senior Manager Sarah Kelly-Chase will review section 7.00 of the Boise Public Library Policy Manual with Trustees. The staff recommended no changes to this section of the policy manual and is a discussion item only.

This continues the Library Board of Trustees annual policy review for Fiscal Year 2026 as stipulated by the Board's bylaws.

**b. Strategic Initiatives Update**

Emily Johnson, Library Chief Administrative Officer, will present to Trustees an update on the Library's Strategic Framework for Impact half-way through the third year of the five-year strategy.

**8. New Business**

**a. Learning Lab Lease- Action Item**

Staff will review the lease between Learning Lab, Inc. and the city of Boise City (Boise Public Library) for operation of a community literacy center, commencing on November 1, 2026. A copy of the document is included on pages 47-70.

Motion to approve, revise, or reject the presented lease between Learning Lab, Inc. and the city of Boise City (Boise Public Library) and forward to City Council for final approval will be requested.

**9. Selection of Trustee to Review Payment Vouchers**

Trustee review for vouchers by Pantera.

**10. Selection of Meeting Date**

Next regular meeting on Wednesday, August 12, 2026, at the Library! at Cole and Ustick.

**11. Adjourn**

The meeting location is accessible for those with physical disabilities. Participants may request reasonable accommodation, such as a language interpreter, from the City of Boise to facilitate participation in the meeting. If you require assistance with accommodation, please contact us at [CommunityEngagement@cityofboise.org](mailto:CommunityEngagement@cityofboise.org) or call (208) 972-8500.

# BOISE PUBLIC LIBRARY

## Library Director's Report

### July 2026

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#### Operations

##### *Hours and Services Status*

All locations experienced normal operations during June without the need for adjustments to hours or services for any reason.

##### *Adjustment to the Planned Closure Schedule for 2026*

During the November 2025 board meeting, trustees approved the Library closure schedule for 2026. As part of this, the board approved the closure of all locations on Monday, October 12<sup>th</sup> for a Staff In-Service Day. During the closure discussion, Library staff shared with trustees that this was a tentative plan and the decision on whether to hold an In-Service Day was tentative.

As we have considered this date further, we have decided not to hold an In-Service Day in October. The First Floor Renovation project has required more closures to the public than we typically see and we know there will be additional closures of the Downtown Library later this year. We plan to reconsider a closure for a Staff In-Service as part of planning for 2027.

##### *FY27 Budget Build*

On Tuesday, June 23<sup>rd</sup> the Boise City Council held its second work session related to the FY27 budget. During the work session, council heard more information on revenue projections, property tax legislation, and the capital plan. Council also discussed a change to the percentage increase for property taxes for FY27. While all department directors were asked to attend the meeting, I was not called to answer any questions. A recording of the video can be found here: [Boise City Council - Budget Workshop](#)

Following this work session, council voted to move the budget forward to a public hearing on Tuesday, July 14<sup>th</sup>. This is the next step to create the FY27 budget.

##### *Follow-up from the June Board of Trustees meeting: 4<sup>th</sup> of July*

During the June Board of Trustees meeting, Councilmember Willits offered to promote the Library's plan to hand out books to kids during the upcoming 4<sup>th</sup> of July parade and asked for additional details and a list of the books the Library has purchased to help in sharing the news.

Library staff at the Cole and Ustick and Collister branches collaborated to order books for the parade. For age groups, the staff focused on purchasing primarily books for readers ages 0-12 with a smaller group of books for ages 13-18. Staff focused on selecting titles that are high interest for these age groups (including popular characters such as Pete the Cat and Little Critter), books in both Spanish and English, and titles that reflect the diversity of Boise's community.

In all, 3,031 books were purchased including over 200 different titles:

- 553 board books
- 1,106 picture books
- 655 easy readers
- 715 chapter books

A sample list of books is on pages 7-9.

##### *Follow-up from the June Board of Trustees meeting: Library Indirect Costs*

During the June Board of Trustee meeting, Board President Pisaneschi asked for additional information on the increase of the Library's indirect costs for FY27. Total indirect costs for the Library increased from \$6,453,942 in FY26 to \$6,959,880 in FY27, an increase of \$505,938 or

7.84%. While most of the costs for internal services did not see significant increases, the services that did increase significantly were:

- Community Engagement (CE) increased by \$194,576 or 157% from FY26 to FY27. This was due to a change in the methodology of how CE's expenses are divided across city departments. The new drivers were based on a more detailed accounting of labor hours spent per department, resulting in a higher cost for the Library based on amount of CE's labor dedicated to Library projects.
- Finance increased by \$188,734 or 71% from FY26 to FY27. Similar to CE, the methodology for dividing Finance costs was updated based on a more detailed accounting of number of transactions, grants, contracts, fixed assets, and Finance labor percentages per department.
- Building Security increased \$15,100 or 20% due to two new FTE dedicated to the Library! at Collister.

#### *Citizens for a Library in West Boise Survey*

The group Citizens for a Library in West Boise released a survey ([West Boise Library Survey – Citizens for a Library](#)) related to the Library's Facility Plan with a specific focus on feedback on the \$2 million the mayor pledged during her May State of the City remarks as seed funding for expanded Library access in West Boise. This group has done a lot of advocacy for a Library in West Boise and they are hoping this survey will help better understand the public's feelings related to potential innovative solutions, locations, and funding.

The survey is targeted at members of the West Valley and Centennial Neighborhoods, but anyone in Boise can take the survey. It has been promoted by the City of Boise in the "In the Know" newsletter and with outreach from the West Valley and Centennial Neighborhood Associations. It will be open until July 12<sup>th</sup> and the group will publish results of the survey on their website.

#### *Library Board of Trustees*

On Thursday, June 18<sup>th</sup>, Board President Ron Pisaneschi and trustees Reshma Kamal and Evelyn Johnson, joined Councilmember Jordan Morales, Intermountain Bird Observatory Education Director Heidi Carlisle, Harris Ranch Wildlife Mitigation Conservation Director Karie Pappani, and Graphic Designer and recent Boise State graduate Amber Jansson for an event to unveil the new window mural at the Library! at Bown Crossing. Research shows that visually distinct decals, applied in strategic patterns, reduce bird strikes by helping birds recognize glass as a barrier.



## Administration and Management Reports:

### Expand Access

- The Library! at Hillcrest partnered with the Boise Refugee Speakers Bureau, through the [Idaho Office for Refugees](#), to host four storytellers who shared their experiences as New Americans. Mayor Lauren McLean welcomed storytellers and attendees, highlighting the importance of sharing diverse community voices
- Staff from all five library branches partnered with the Library's two Summer Learning Interns to provide storytimes, outreach, and ExciteTrike visits at all five Boise School District summer school sites. Staff connected with hundreds of students to promote Summer Reading and signed up more than 50 students for library cards.
- Collister staff and a library intern participated in [Civic Bites and Historic Sites](#), a collaborative event with the Idaho State Museum, Wassmuth Center, James Castle House, and Erma Hayman House. Approximately 40 participants visited three downtown Boise sites and explored history, community, and civic engagement through hands-on activities. Library staff hosted the ExciteTrike outside the Wassmuth Center, highlighted civics and citizenship resources, created library cards, and led a button-making activity.
- Youth Services staff launched a summer outreach partnership with Boise Parks and Recreation by visiting camps at the [Jim Hall Foothills Learning Center](#) to provide storytimes and promote library services.

### Increase Impact

- Information Services staff hosted the 2<sup>nd</sup> annual Pride Resource Fair with 109 attendees.
- The Library! at Collister and the Library! at Hillcrest participated in the Fourth Annual [Dandelion Festival](#), presented by City of Good in partnership with Boise Parks and Recreation. Staff engaged more than 230 attendees, distributed 100 milkweed plants, and helped families create 80 monarch butterfly crafts.
- Bown Crossing staff hosted three class visits for students from Kids Are Special People (KASP) and Sage International School, connecting with 64 students and educators through library tours and activities.
- The Community Resource Coordinator expanded the Library's collection of community resource cards by adding guides focused on addiction recovery and LGBTQ+ resources. The cards provide reading recommendations alongside accessible local services on topics such as grief, parenting, caregiving, and medical support. The new LGBTQ+ resource guide debuted at the Pride Resource Fair at the Library! at Hillcrest.
- Collister staff led two weeklong summer camps for school-age children: *Sewing Camp: Stuffies* and *Art Explorers: Paint*. Participants learned sewing, watercolor, and acrylic painting techniques while creating their own projects. Strong demand for both camps has led to additional quilting and sculpture camps scheduled for July.
- A Collister librarian presented a session on identifying AI-generated images, videos, and misinformation on social media to 60 secondary educators during Boise State University's [Teach the Tech: Digital Literacy Summit](#). The summit supports Idaho educators in implementing the state's new digital literacy standards.

### Optimize Resources

- The Library's Cataloging Librarian completed the [Boise State University Leadership Development Program](#), strengthening leadership capacity within the organization.
- An Information Services Librarian presented at the national ALA Conference in Chicago.
- The Library! at Bown Crossing improved operational efficiency by installing a new materials sorter. The new equipment has increased sorting accuracy and efficiency, allowing staff to spend more time shelving materials and assisting library users.
- Youth Services staff participated in the Storytellers Meetup, collaborating with fellow Boise Library storytellers to exchange ideas and strengthen storytime programming across the system.

## Measure Value

### Monthly Email Newsletter: [June](#)

- Sent June 3, 2026, 14,975 successful deliveries
- Content included:
  - Summer Reading
  - Library! at Bown Crossing bird-safe mural
  - Pride Resource Fair
  - Writer-in-Residence call for applications
  - Sunflower Program now at BPL
  - World Refugee Celebration
  - AM250 at the Library
  - Access Video on Demand
- 57.04% opened/read the newsletter (8,541 out of 14,975 successful deliveries) / Click-through Rate 4.79% (409)

### Ultimate Book Nerd Newsletter: [June UBN](#)

- Sent June 11, 2026, 1,445 successful deliveries
- 61.11% opened/read the newsletter (883 out of 1,445 successful deliveries) / Click-through Rate 3.62% (32)

## Media Coverage

### Library! at Bown Crossing bird-safe mural

- [Boise State University website](#) – \$2,543 in value
- KTVB -- \$1,284 in value (also on KTVB social media)

### Our Path Home cooling spaces for summer

- [KTVB](#) – \$1,264 in value
- [KIVI](#) -- \$113 in value

### Bike Safety Class at the Library! at Bown Crossing

- KTVB -- \$3,075 in value

Title	Author	Type	Source
A Rosa le Encata Montar en Su Patineta (Spanish/English)	Spanyol, Jessica	Board	FBMarketplace
Indestructibles: Let's Go Outside!	Trukhan, Ekaterina	Board	FBMarketplace
Indestructibles: Let's Be Kind	Trukhan, Ekaterina	Board	FBMarketplace
Bebe, Vamos a Comer (Spanish/English)	Lomp, Stephen	Board	FBMarketplace
Rhyme with Me	Buzio, Carolina	Board	FBMarketplace
Peek-a-Boo Haiku	Smith, Danna	Board	FBMarketplace
One Love	Marley, Bob	Board	FBMarketplace
On the Night You Were Born (Carton of 44)	Tillman, Nancy	Board	FBMarketplace
Peek Through: Animals	Priddy, Roger	Board	FBMarketplace
Hello Hello Colors	Wenzel, Brendan	Board	FBMarketplace
Hello Hello Numbers	Wenzel, Brendan	Board	FBMarketplace
Richard Scarry's Cars and Trucks from 1 to 10	Scarry, Richard	Board	FBMarketplace
Richard Scarry's Bunnies	Scarry, Richard	Board	FBMarketplace
Ollie's Hug	Dunrea, Olivier	Board	FBMarketplace
Bear Says Thanks	Wilson, Karma	Board	FBMarketplace
We're Going on a Bear Hunt	Oxenbury, Helen	Board	FBMarketplace
Dear Zoo: A Lift-the-Flap Book	Campbell, Rod	Board	FBMarketplace
Goodnight, Goodnight, Construction Site	Rinker, Sherri Duskey	Board	FBMarketplace
Planting a Rainbow	Ehlert, Lois	Board	FBMarketplace
Besos for Baby	Arena, Jen	Board	FBMarketplace
Darius the Great Is Not Okay	Khorram, Adib	Chapter	FBMarketplace
Marya Khan #2: Marya Khan and the Fabulous Jasmine Garden	Faruqi, Saadia	Chapter	FBMarketplace
K's Car Can Go Anywhere!	Tune, Jonathan	Chapter	FBMarketplace
The Ink Witch	Cherrywell, Steph	Chapter	FBMarketplace
A Strange Thing Happened in Cherry Hall	Warga, Jasmine	Chapter	FBMarketplace
Red, White, and Whole	LaRocca, Rajani	Chapter	FBMarketplace
Bad Kitty Drawn to Trouble	Bruel, Nick	Chapter	Scholastic Teacher Store
The Journey: Big Panda and Tiny Dragon	Norbury, James	Chapter	FBMarketplace
A Hero's Guide to Summer Vacation	Cartaya, Pablo	Chapter	FBMarketplace
Narwhal and Jelly: Peanut Butter and Jelly	Clanton, Ben	Chapter	Scholastic Teacher Store
Diary of a Pug #1	May, Kyla	Chapter	Scholastic Teacher Store
Eva's Treetop Festival (Owl Diaries #1)	Elliott, Rebecca	Chapter	Scholastic Teacher Store

The Mouse and the Motorcycle	Cleary, Beverly	Chapter	Scholastic Teacher Store
Clementine	Pennypacker, Sara	Chapter	Scholastic Teacher Store
Horsetail Hollow #1: Magically Maximus: Princess Rapunzels Horse (Disneys Horsetail Hollow, Book 1) (Carton of 20 Hardcover Books)		Chapter	FBMarketplace
The S.M.A.R.T. Squad: Izzy Newton and the S.M.A.R.T. Squad: Absolute Hero (Book 1) (Carton of 40 Hardcover Books)		Chapter	FBMarketplace
National Geographic Kids Readers: Roar! (National Geographic Kids Readers, Level 3/Fact Reader): 100 Fun Facts about African Animals (Carton of 48 Hardcover Books)		Chapter	FBMarketplace
Moon Girl and Devil Dinosaur: One Girl Can Make a Difference (Carton of 48 Paperback Books)		Chapter	FBMarketplace
Pet Rescue Adventures: The Homesick Kitten		Chapter	Scholastic Teacher Store
Flat Stanley: His Original Adventure! (#1)		Chapter	Scholastic Teacher Store
Freedom Celebration	Dalton, Angela	EZ	FBMarketplace
Gigi and Ojiji: Perfect Paper Cranes	Iwai, Melissa	EZ	FBMarketplace
Ty's Travels: All Aboard!	Lyons, Kelly Starling	EZ	FBMarketplace
Ty's Travels: Zip, Zoom!	Lyons, Kelly Starling	EZ	FBMarketplace
Frog and Toad All Year	Lobel, Arnold	EZ	FBMarketplace
Frog and Toad Together	Lobel, Arnold	EZ	FBMarketplace
Pete the Cat: Play Ball!	Dean, James	EZ	FBMarketplace
Pete the Cat: A Pet for Pete	Dean, James	EZ	FBMarketplace
Dream March	Nelson, Vaunda Micheaux	EZ	FBMarketplace
I Love Being Me!	Roe, Mechal Renee	EZ	FBMarketplace
Libby Loves Science: Mix and Measure	Derting, Kimberly	EZ	FBMarketplace
Vivi Loves Science: Sink or Float	Derting, Kimberly	EZ	FBMarketplace
Libby Loves Science: States of Matter	Derting, Kimberly	EZ	FBMarketplace
Arco's Little House	Fogel, Jess	EZ	FBMarketplace
Reina Ramos Meets a BIG Puppy	Otheguy, Emma	EZ	FBMarketplace
Reina Ramos: Neighborhood Helper	Otheguy, Emma	EZ	FBMarketplace
We Dig Fossils	Agostini, Alliah	EZ	FBMarketplace
Fox Has a Problem	Tabor, Corey R.	EZ	FBMarketplace
Little Critter: Going to the Firehouse	Mayer, Mercer	EZ	Scholastic Teacher Store
Who Would Win?: Tyrannosaurus Rex vs. Velociraptor	Pallotta, Jerry	EZ	Scholastic Teacher Store

I, Too, Sing America	Hughes, Langston	Picture	FBMarketplace
Jabari Tries	Cornwall, Gaia	Picture	FBMarketplace
My First Day	Quang, Phung	Picture	FBMarketplace
Home is In Between	Perkins, Mitali	Picture	FBMarketplace
Indestructibles: My Neighborhood	Frost, Maddie	Picture	FBMarketplace
We're Different, We're the Same	Kates, Bobbi Jane	Picture	FBMarketplace
Little Critter: All By Myself	Mayer, Mercer	Picture	FBMarketplace
Little Critter: Just Go to Bed	Mayer, Mercer	Picture	FBMarketplace
The Berenstain Bears: We Love the Library!	Berenstain, Mike	Picture	FBMarketplace
Wild Summer	Taylor, Sean	Picture	FBMarketplace
We Are Grateful	Sorell, Traci	Picture	FBMarketplace
Looking for a Jumbie	Baptiste, Tracy	Picture	FBMarketplace
Poetry Comics		Picture	FBMarketplace
Drum Dream Girl	Engle, Margarita	Picture	FBMarketplace
Grandad's Camper	Woodgate, Harry	Picture	FBMarketplace
Endangered Animals Around the World	Golkar, Golriz	Picture	FBMarketplace
The Seasons of Parastoo (Carton of 24 Hardcover Books)	Kheiriyeh, Rashin	Picture	FBMarketplace
Clifford the Big Red Dog	Bridwell, Norman	Picture	Scholastic Teacher Store
National Geographic Kids - Explore My World: Weather	Gerry, Lisa M.	Picture	Scholastic Teacher Store
Hello: How Nūwa Created the World	Wang, Viola	Picture	FBMarketplace

# DOWNTOWN LIBRARY IMPROVEMENTS, BOWN BOOK SORTER & LIBRARY FACILITIES PLANNING

## PROJECT STATUS REPORT

<b>Project Start Date:</b>	<b>Summer 2022</b>	<b>Estimated Finish Date:</b>	<b>Ongoing</b>
<b>Project Manager:</b>	<b>Lindsay Erb Jessica Rodriguez</b>	<b>Department:</b>	<b>Library</b>

**PROJECT STATUS:**

<b>Period Covered:</b>	June 2026
<b>Program Highlights</b>	<ul style="list-style-type: none"> <li>• Cost/Scope Finalization in Progress:             <ul style="list-style-type: none"> <li>○ Infrastructure &amp; Safety: Full fire alarm system upgrade and geothermal heat exchanger.</li> <li>○ Compliance &amp; Remediation: Additional asbestos abatement and insulation modifications.</li> <li>○ Program Enhancements: Addition of a dedicated lactation room for public use.</li> </ul> </li> <li>• Bown Crossing AutoSorter is currently being installed.</li> </ul>
<b>Program Summary</b>	<p><b>Downtown Library Improvements:</b> A multi-year program of projects to extend building life by 20+ years.</p> <ul style="list-style-type: none"> <li>▪ <b>Status:</b> 1st floor renovations and deferred maintenance are on track for completion by <b>Fall 2026</b>.</li> <li>▪ <b>Upcoming:</b> Parking lot replacement is slated for <b>FY 2027</b>.</li> </ul> <p><b>Bown Crossing Library:</b> Implementation of operational and safety upgrades, including a new book auto-sorter and bird strike mitigation.</p> <ul style="list-style-type: none"> <li>▪ <b>Status:</b> The auto-sorter is currently being installed. Bird-strike decal installation has been completed, and the official ribbon-cutting ceremony was held on June 16, 2026.</li> </ul> <p><b>Library Facilities Master Planning:</b> A long-term strategic plan to guide future decisions on location, sizing, and staffing for the next two decades.</p> <ul style="list-style-type: none"> <li>▪ <b>Status:</b> The Master Facility Plan is currently in final review with the <b>City Council and Library Board</b>.</li> </ul>
<b>DOWNTOWN LIBRARY IMPROVEMENTS UPDATE</b>	<p><b><u>1<sup>st</sup> Floor Renovations and Deferred Maintenance:</u></b></p> <ul style="list-style-type: none"> <li>✓ Project Scope: Includes 1<sup>st</sup> story portion of building only which includes renovations to the public restrooms, a staff room, information desk, Hayes auditorium, collections, and youth services areas.</li> <li>✓ Deferred maintenance / building systems upgrades scope includes updates and modifications to the existing mechanical, electrical, plumbing, and fire alarm.</li> </ul> <p>Status:</p> <ul style="list-style-type: none"> <li>• Furniture and shelving planning complete</li> <li>• Planning for moving back into the building post construction has begun</li> </ul>

	<p><b><u>Major Parking Lot Replacement</u></b></p> <ul style="list-style-type: none"> <li>✓ Project Scope: Includes replacing existing parking lot storm drainage system and reconfiguring vehicular access, circulation, parking, bike / pedestrian traffic, geothermal line replacement feeding library, landscaping, and site amenities (Book Drop location).</li> <li>✓ South end of parking lot – completed per status update below.</li> </ul> <p>Status:</p> <ol style="list-style-type: none"> <li>1. The Design Team has successfully resumed work from the end of the Schematic Design phase and plans to submit to Design Review (DR) in June, with permit submission targeted for the fall.</li> <li>2. Idaho Power will cover the cost of providing and locating the new transformer.</li> <li>3. Construction is scheduled to begin in <b>April 2027</b>.</li> </ol> <p><b><u>Brick repairs/ Window Replacements</u></b></p> <ul style="list-style-type: none"> <li>✓ Project Scope: Repair exterior cracks in mortar &amp; window replacement for 2<sup>nd</sup> – 4<sup>th</sup> floors.</li> </ul> <p>Status:</p> <ol style="list-style-type: none"> <li>1. Received the GMP cost proposal from CMco for the scope of work in the amount of \$198,004. The Library has decided to postpone the work until parking lot construction begins in Spring 2027.</li> </ol> <p><b><u>Elevator Upgrades – 4 story</u></b></p> <ul style="list-style-type: none"> <li>✓ Project Scope: Replace elevator in 4 story with an MRL traction system.</li> </ul> <p>Status:</p> <ol style="list-style-type: none"> <li>1. Schindler purchasing contract is finalized. The process from engineering through installation is anticipated to take approximately six months.</li> <li>2. Elevator demolition is expected to begin this summer as soon as a ball park ETA is received from Schindler.</li> </ol>
Bown Crossing	<p><b>Scope:</b> Installation of new book auto sorter. Scope has been expanded to include bird strike mitigation and new information desk.</p> <p>Status:</p> <ul style="list-style-type: none"> <li>• AutoSorter is currently being installed, minor fine tuning remains.</li> <li>• Bird Strike Mitigation installation was a great success, with the ribbon cutting held on June 16<sup>th</sup>.</li> <li>• The new information desk layout and configuration are currently being refined in coordination with Interior Solutions.</li> </ul>
LIBRARY FACILITIES PLANNING UPDATE	<p><b>Scope:</b> Assess space utilization, develop and implement a community engagement process to ensure alignment with strategic planning goals and the community, develop recommendations/ alternatives to close the gap with cost estimates, develop various models for new facilities including recommended approach and locations, sizes, and types which includes options for phasing and preparing a 20-year implementation schedule.</p> <p>Status:</p> <ul style="list-style-type: none"> <li>• Facility Plan reviewed in joint Board and Council meeting. Council has asked for additional information from Public Works and Library. Holding on follow up until after budget workshops complete.</li> </ul>

**PROJECT COMPONENTS:**

<b>Scope</b>	Public Works is continuing to review the program of projects to determine proper prioritization based on the information provided in the condition assessment report, efficiencies, and budget.
<b>Budget</b>	The budget will continue to be monitored as we receive estimates and bids to determine the work that can be completed this fiscal year. We have City contingency set aside for each project to ensure we have funding for any potential change orders during construction.
<b>Schedule</b>	Project team is currently evaluating mitigation strategies to maintain the Fall 2026 completion target for the Downtown renovations.
<b>Risks</b>	<p>Current construction market conditions present challenges in obtaining multiple competitive bids and maintaining favorable pricing. The first-floor renovation project includes significant deferred maintenance work and a complete electrical system replacement for the building. Electrical contractors are currently in high demand due to the number of large-scale projects underway throughout the valley, which may further impact pricing and availability.</p> <p>In addition, pending tariffs could result in increased construction costs. The project also includes elevator replacement, a long-lead item that requires early procurement and careful schedule management. Delays in the manufacturer's production schedule could significantly impact the overall project timeline.</p>
<b>Resources</b>	

**SCOPE MANAGEMENT:**

Status	Discussion
<b>Accomplished</b>	<p>Downtown Library:</p> <ul style="list-style-type: none"> <li>• Auto sorter room construction</li> <li>• Roof replacement &amp; lighting upgrades along parapet</li> <li>• 4<sup>th</sup> floor &amp; partial 1<sup>st</sup> floor tenant improvement</li> <li>• Minor Parking Repairs</li> <li>• East &amp; West stair railing work</li> <li>• Visioning work to establish alignment for interior design materials &amp; finishes</li> <li>• Fire pump replacement</li> <li>• Restroom/ plumbing construction work (1<sup>st</sup> through 4<sup>th</sup> floors- 4 Story Portion)</li> </ul>
<b>Planned</b>	<p>Downtown Library:</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> floor renovations and building systems upgrades</li> <li>• Exterior brick repairs/ window replacements</li> <li>• Major parking lot replacement</li> <li>• Elevator Replacement</li> </ul>



Bown AutoSorter



Downtown Library





BOISE PUBLIC  
**Library!**



# BOISE PUBLIC LIBRARY

Library Statistics Report to the Board of Trustees | July 2026

# In-Person Visits

339,648

YTD through Last Month

57,968

Prior Month

60,051

Prior Month Prior Year

-3%

Month Percent Change

509,811

YTD Fiscal

566,506

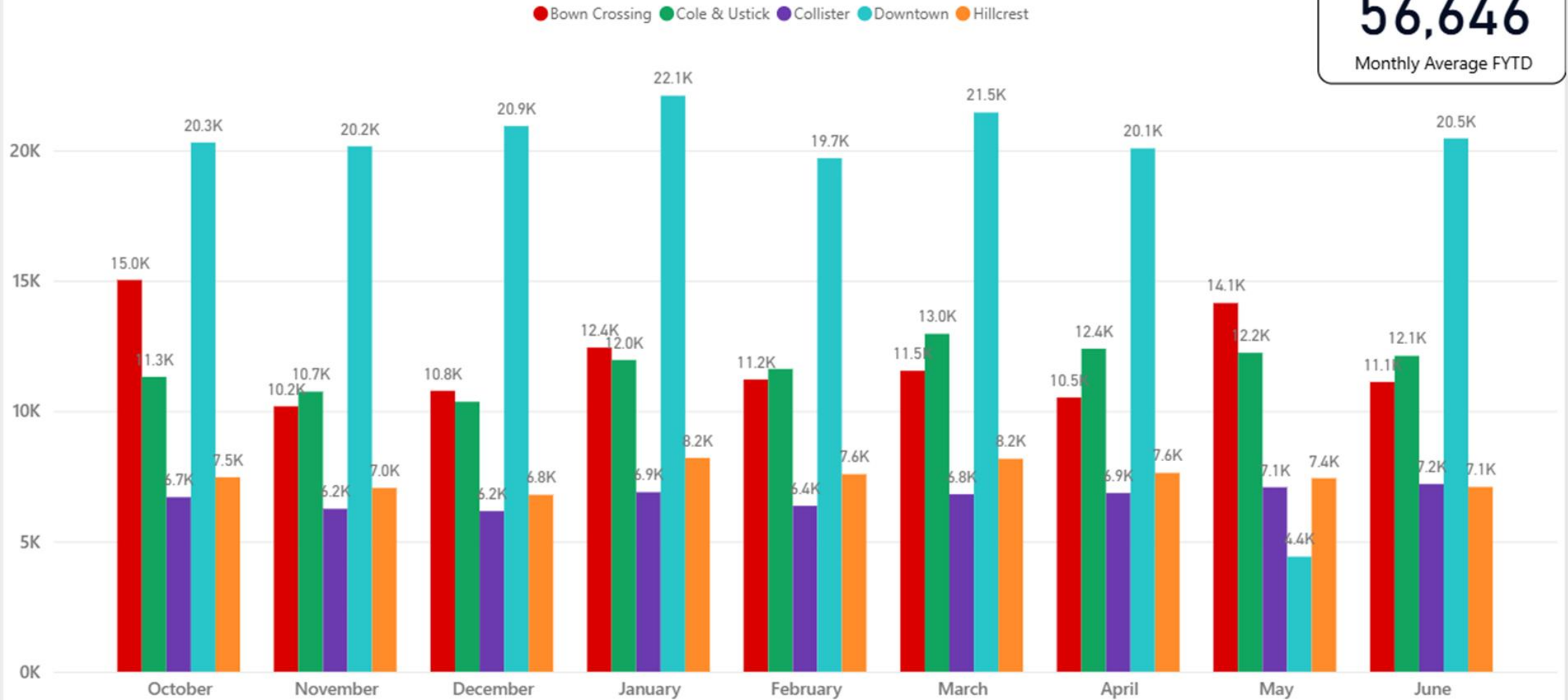
LastYTD Fiscal

-10%

YTD Percent Change

### In-Person Visits Fiscal Year 26

**56,646**  
Monthly Average FYTD



57,968

Prior Month

60,051

Prior Month Prior Year

-3%

Month Percent Change

509,811

YTD Fiscal

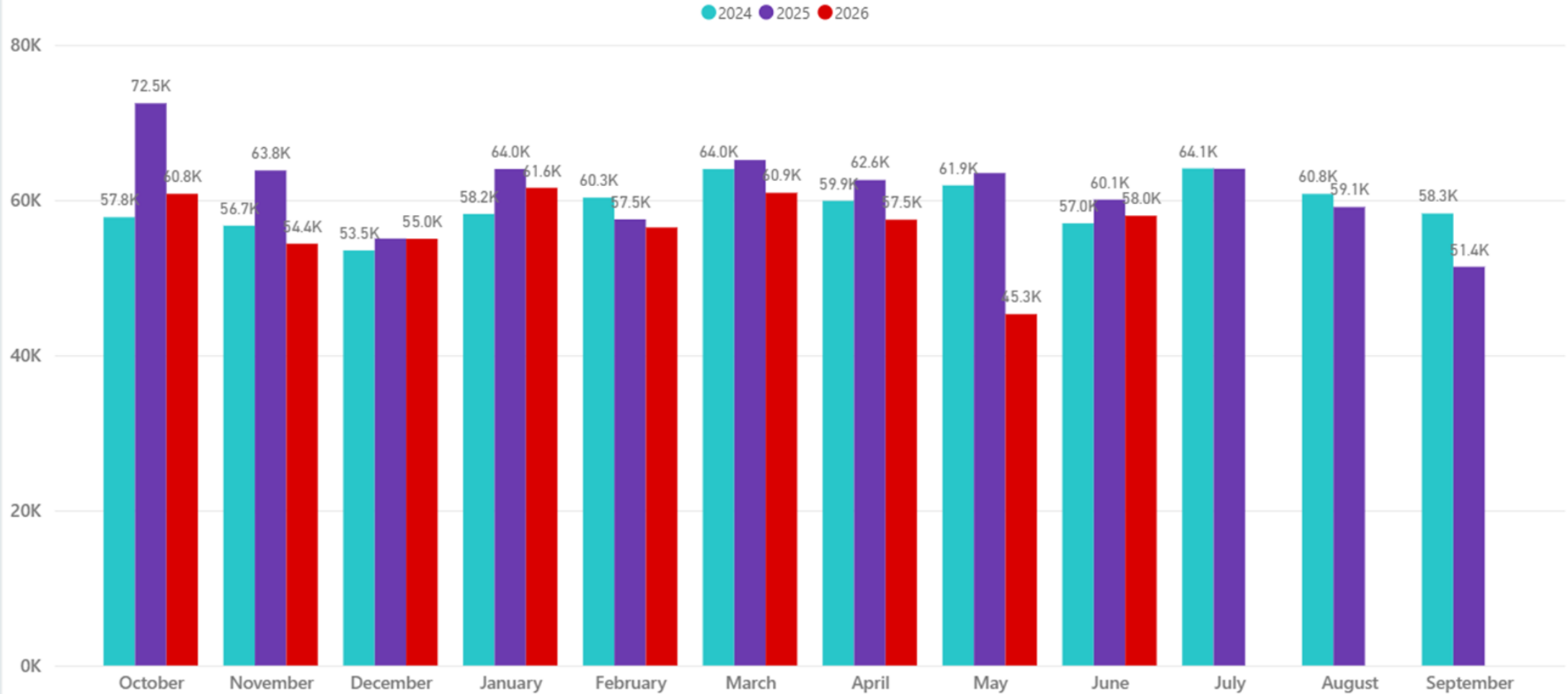
566,506

LastYTD Fiscal

-10%

YTD Percent Change

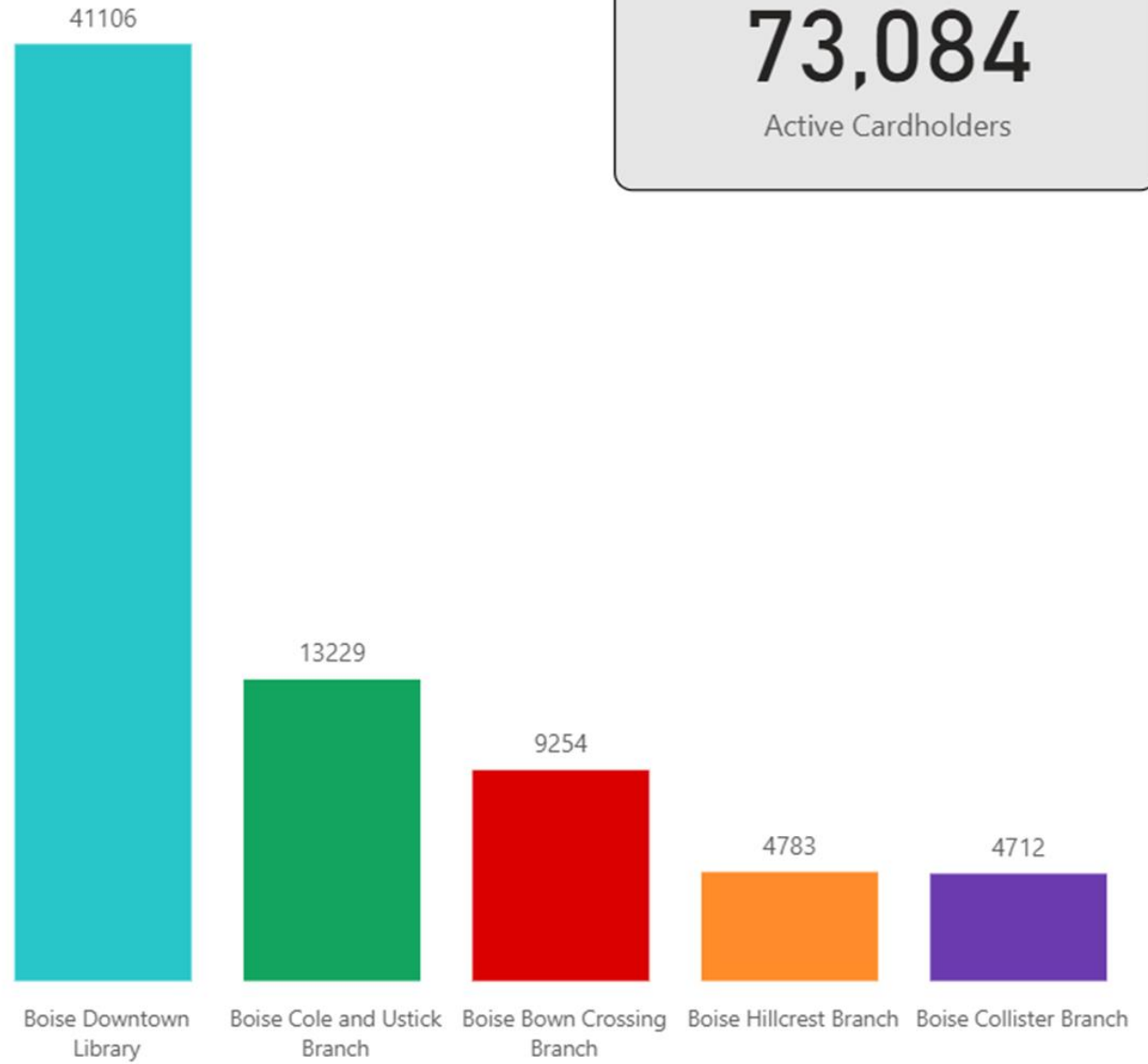
Total In-Person Visits by Year



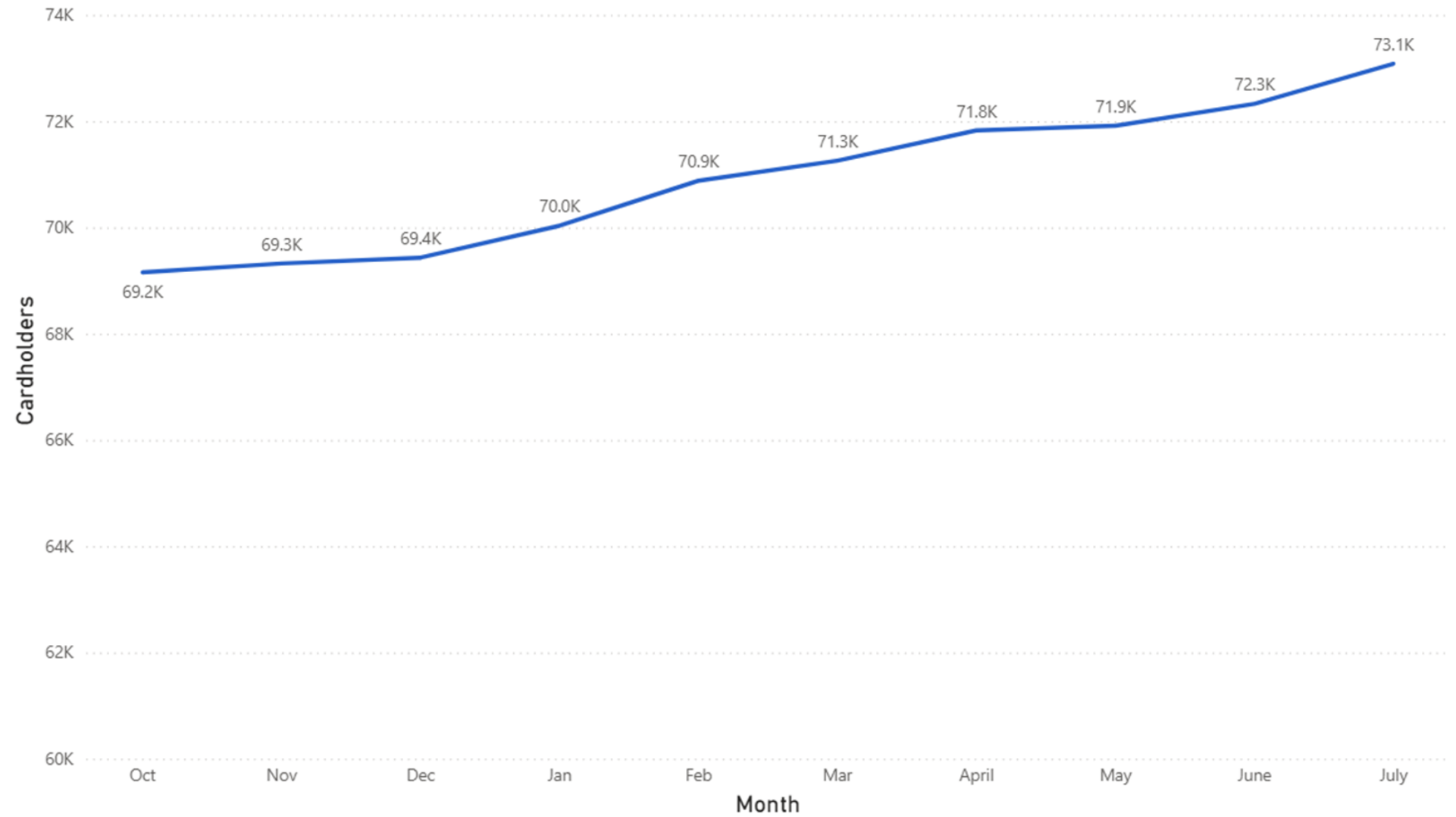
# Active Cardholders

Definition: An active cardholder is a library user who currently has a valid unexpired card and can checkout books or use other library services

## Active Card Holders



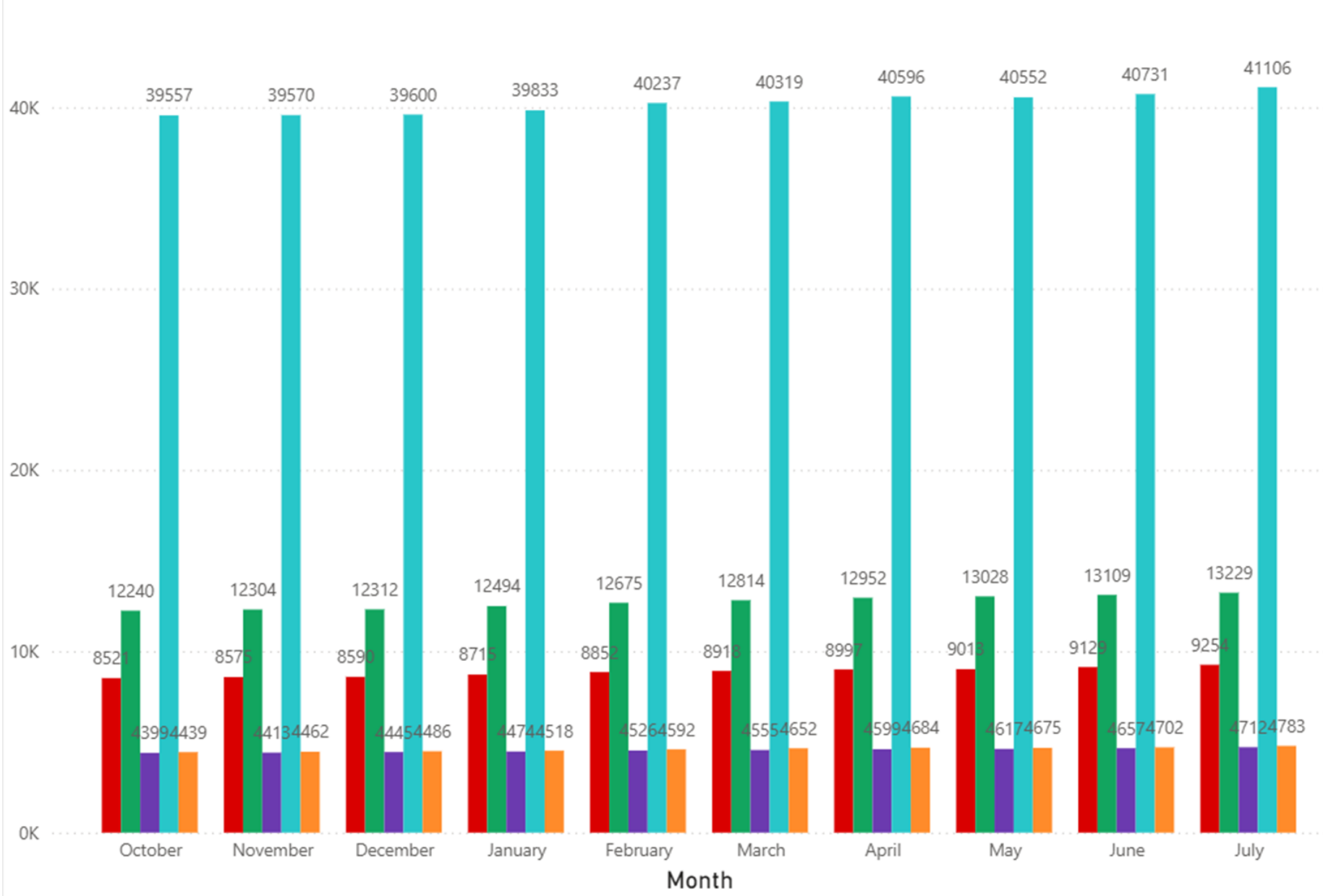
## Cardholders by Month FY26



# Active Cardholders by Month and Branch



Branch ● Bown Crossing ● Cole and Ustick ● Collister ● Downtown ● Hillcrest

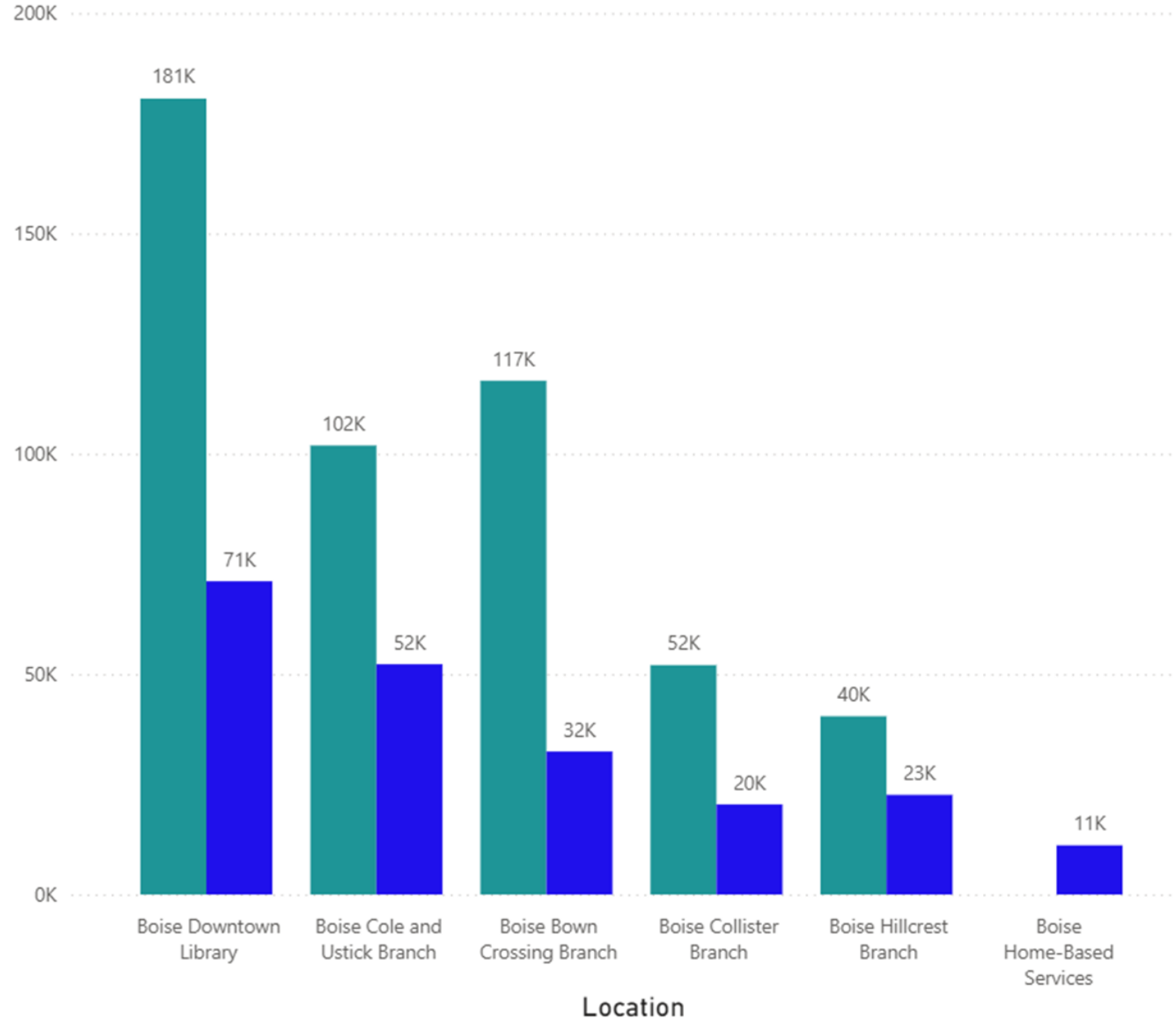


# Physical Circulation

# Physical Circulation FYTD26 by Location

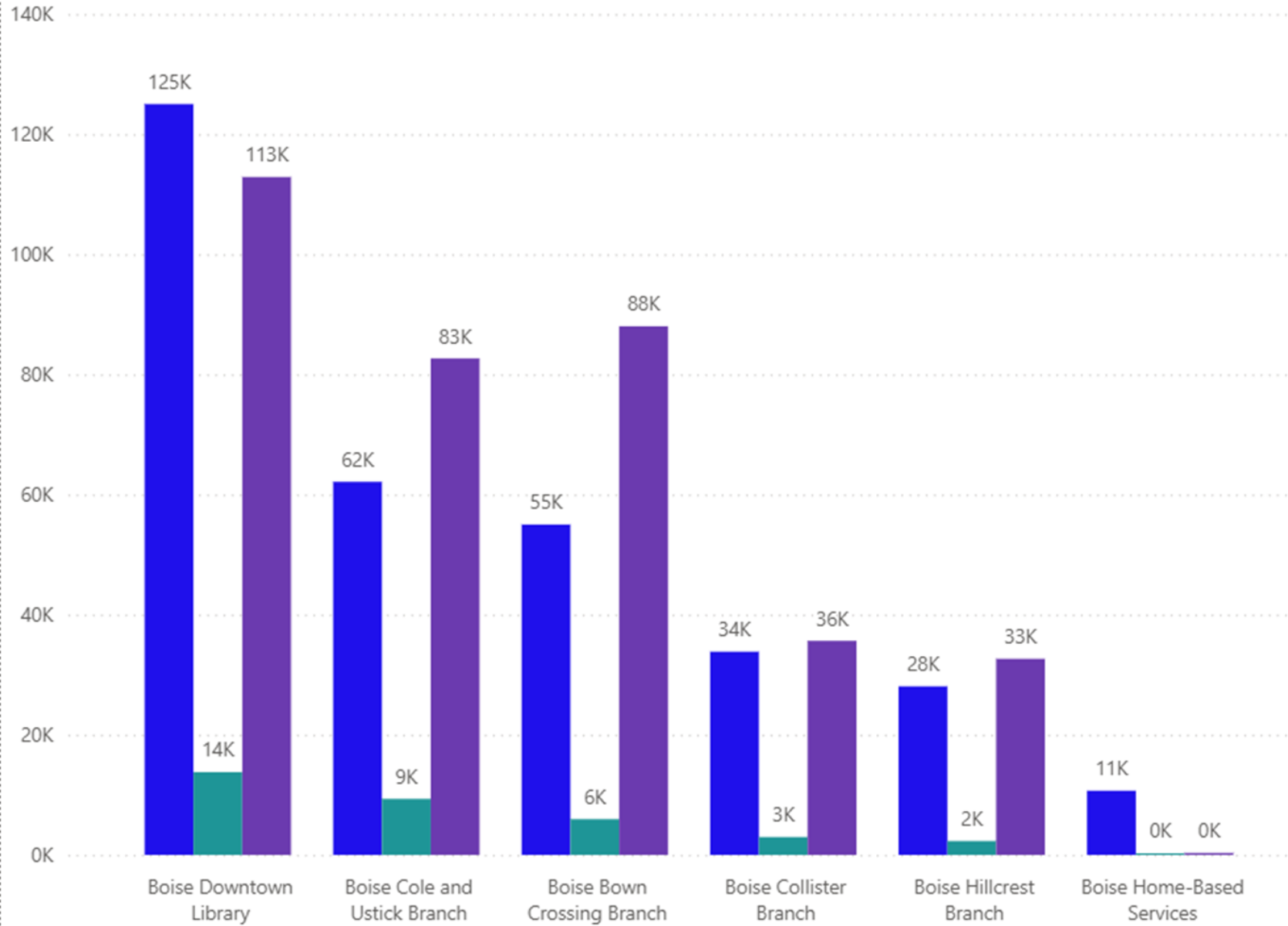


Checkout Type ● Self Checkout ● Staff-Assisted

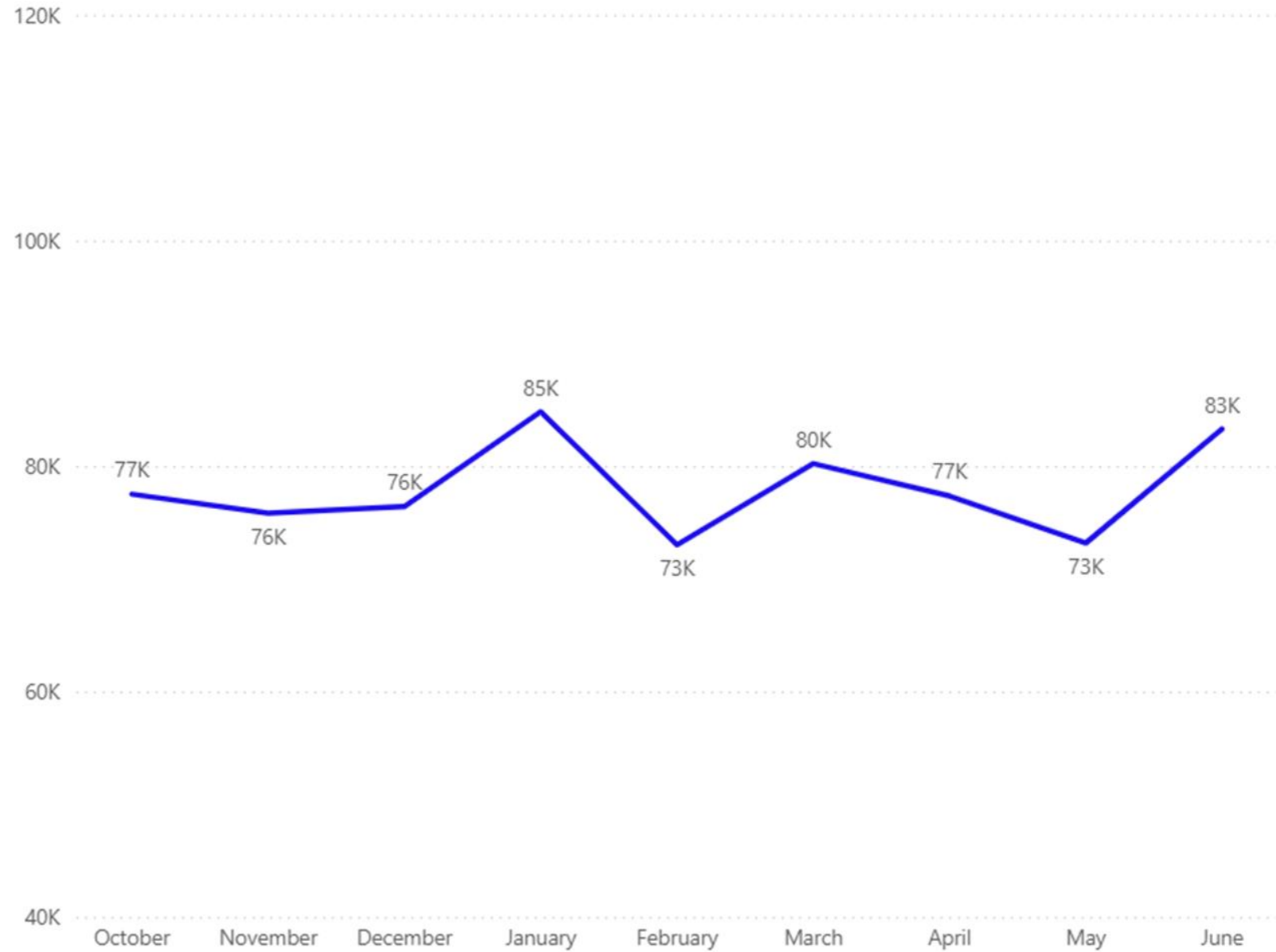


# Physical Circulation by Audience FYTD '26

**Audience** ● Adult ● Teen ● Youth

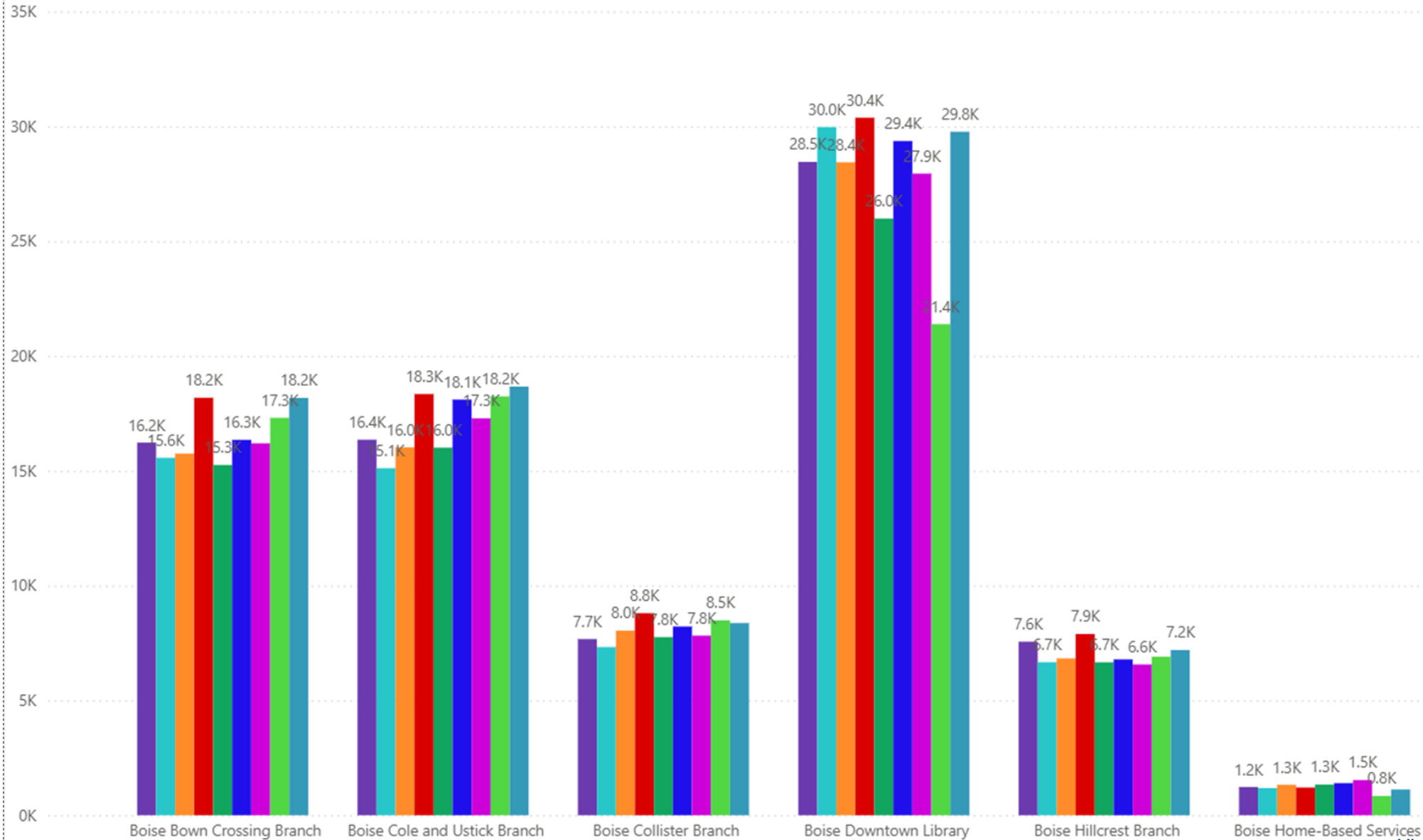


## Physical Circulation - Fiscal Year '26



# Physical Circulation for Fiscal Year '26

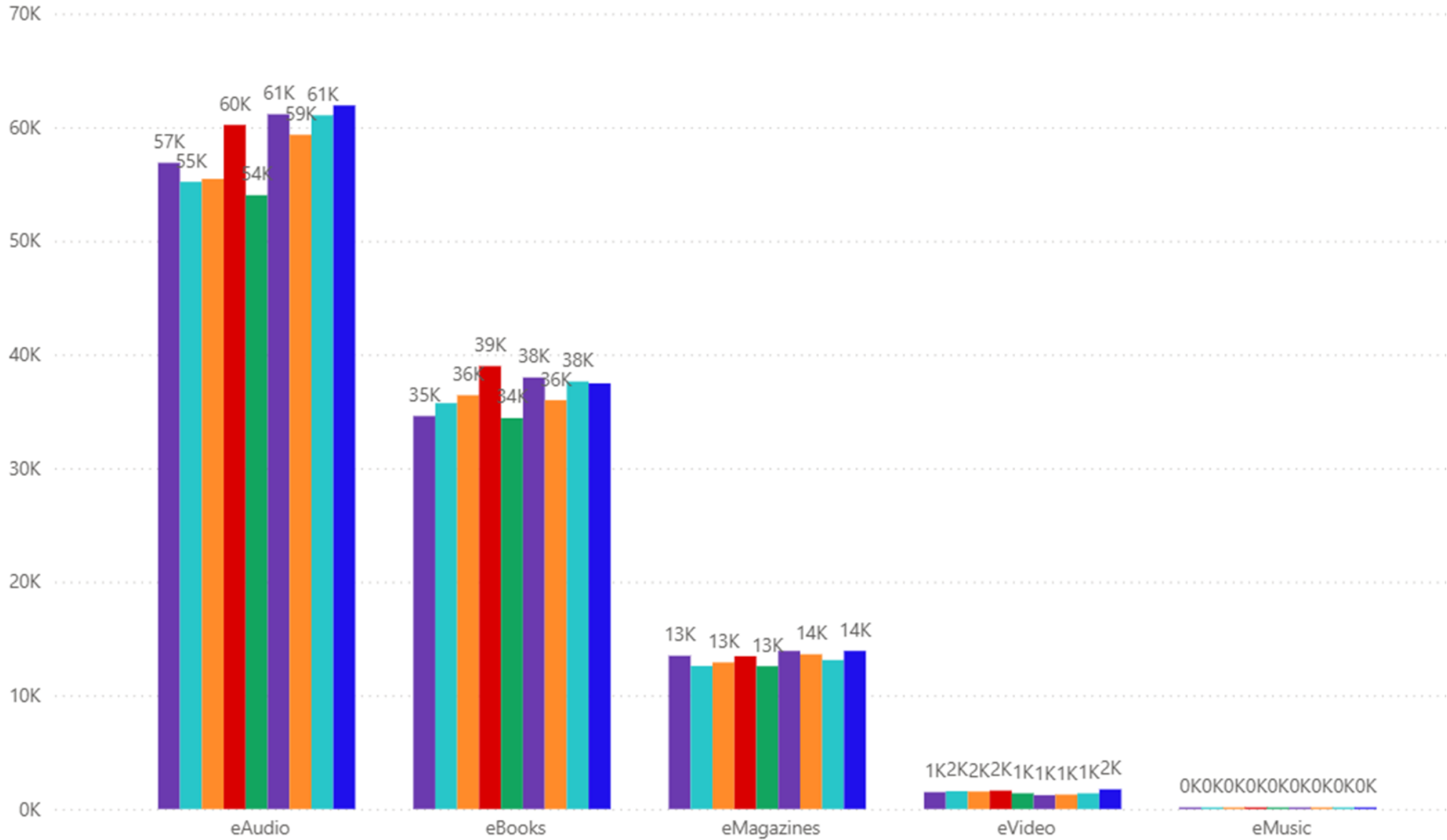
Month ● October ● November ● December ● January ● February ● March ● April ● May ● June



# Digital Circulation

# Digital Circulation by Format FY '26

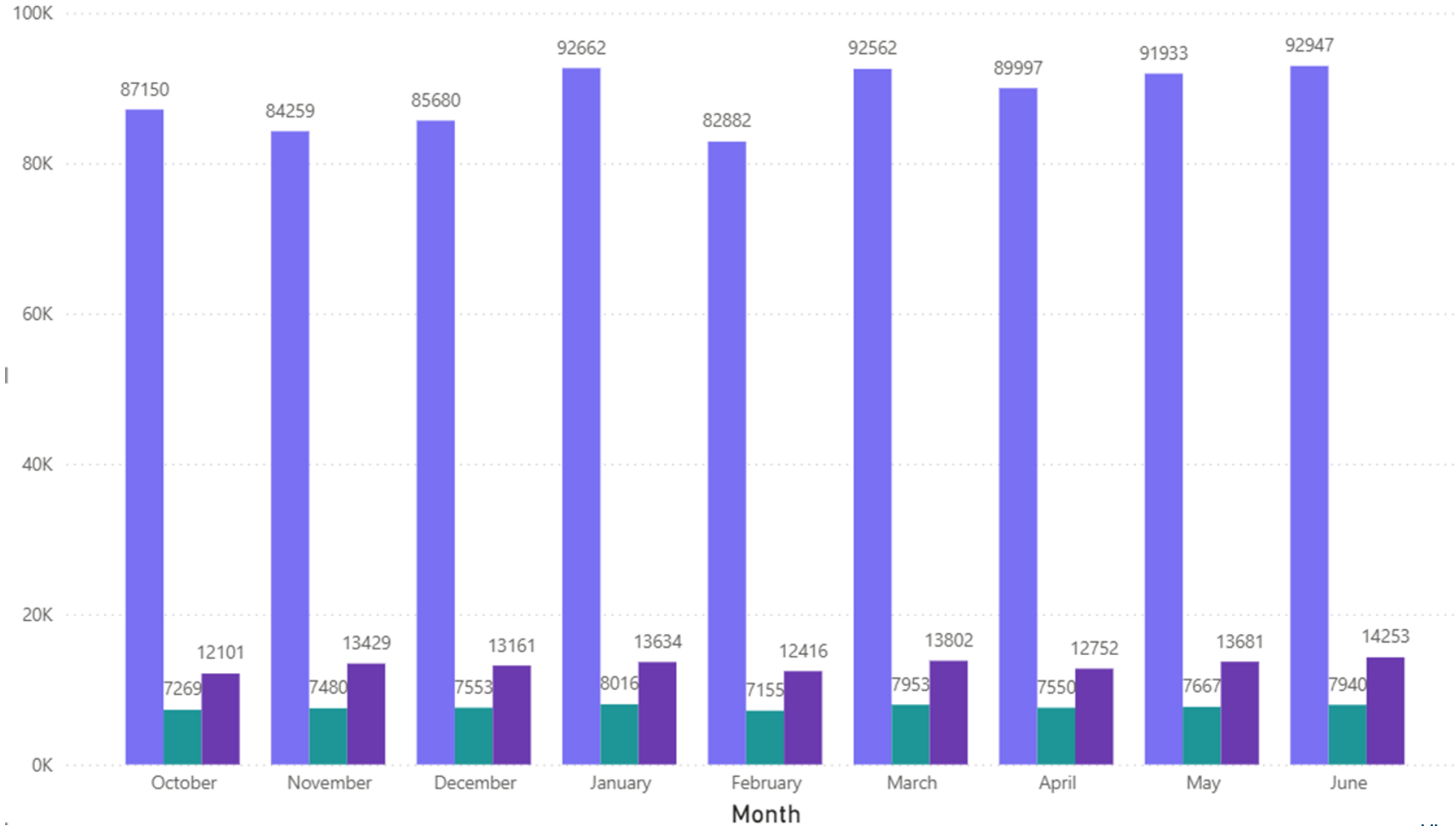
Month ● October ● November ● December ● January ● February ● March ● April ● May ● June



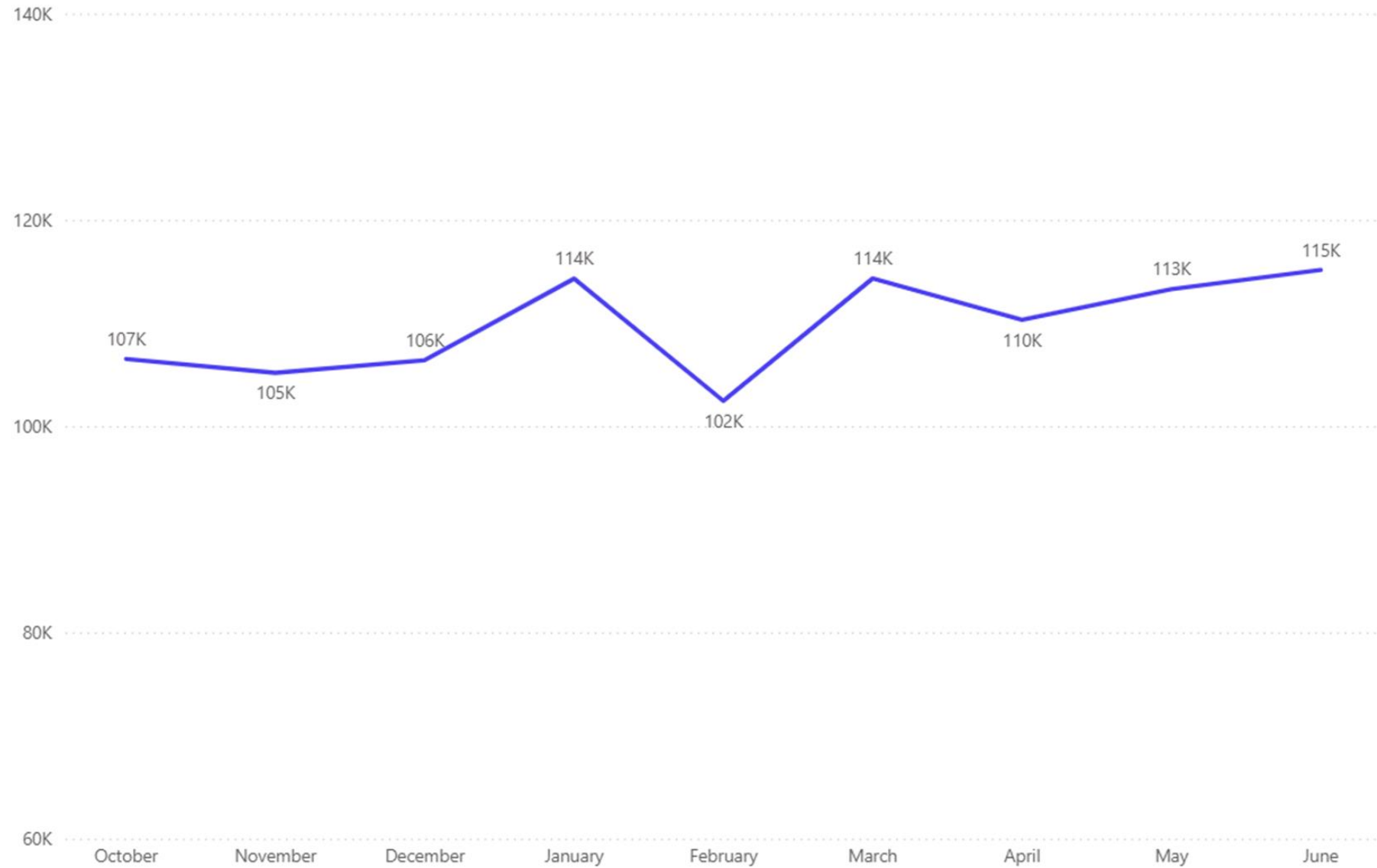
# Digital Audiences by Month - FY26



**Audience** ● Adult ● Teen ● Youth



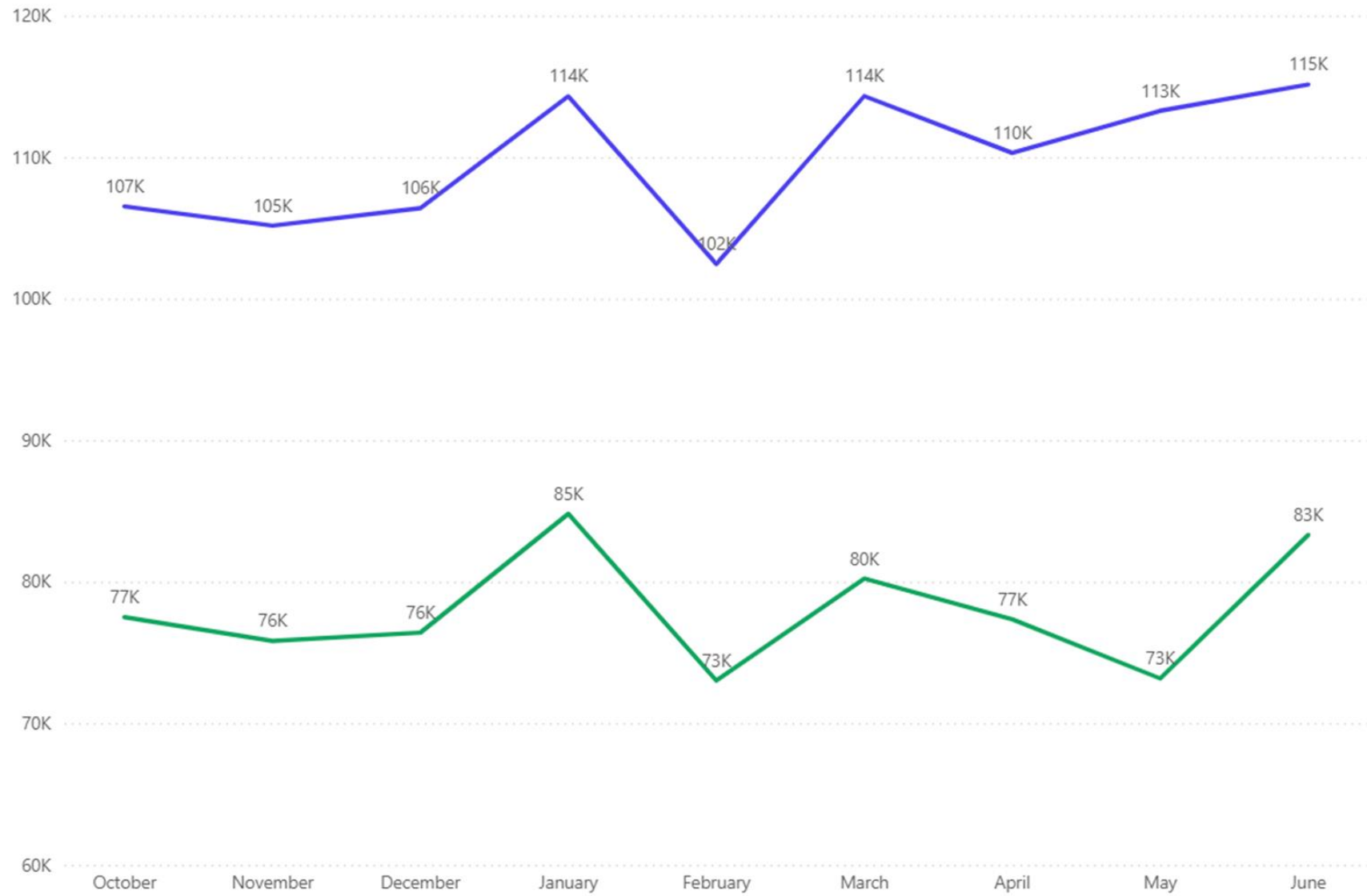
## Digital Circulation by Month - FY26



# Digital and Physical Circulation

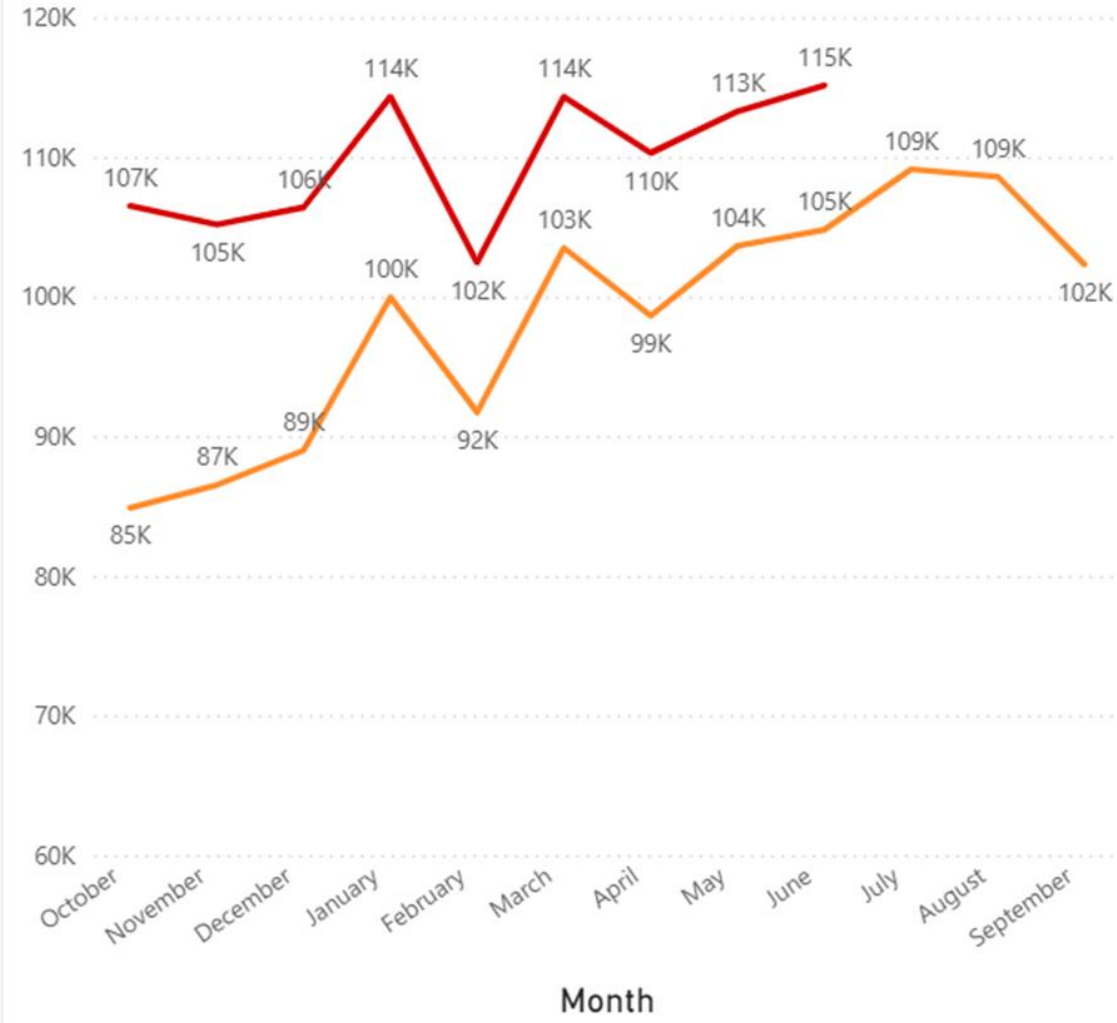
## Physical and Digital Circulation FY26

● Digital ● Physical



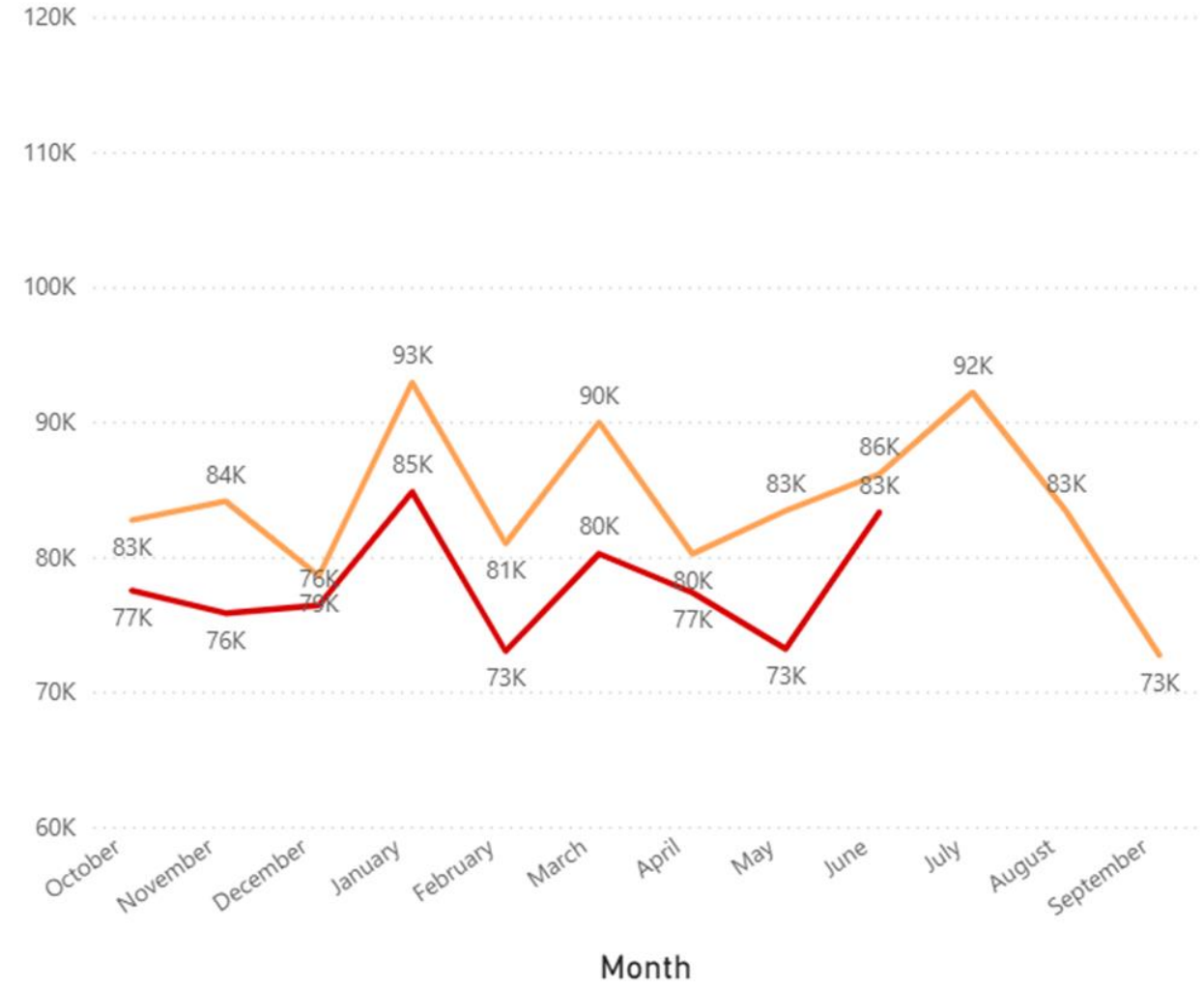
### Digital Circulation Historic

FiscalYear ● 2025 ● 2026



### Physical Circulation Historic

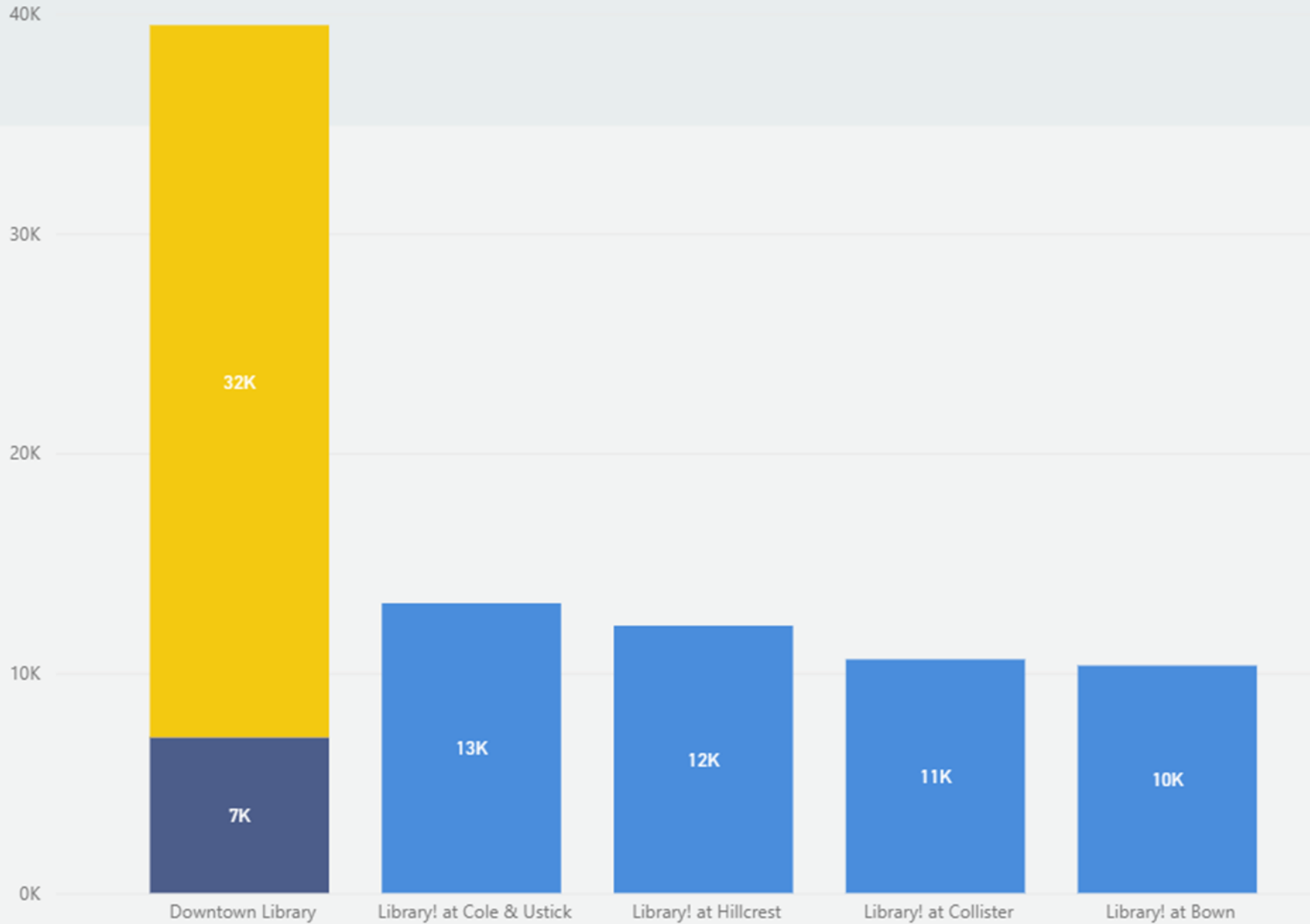
FiscalYear ● 2025 ● 2026



# Reference

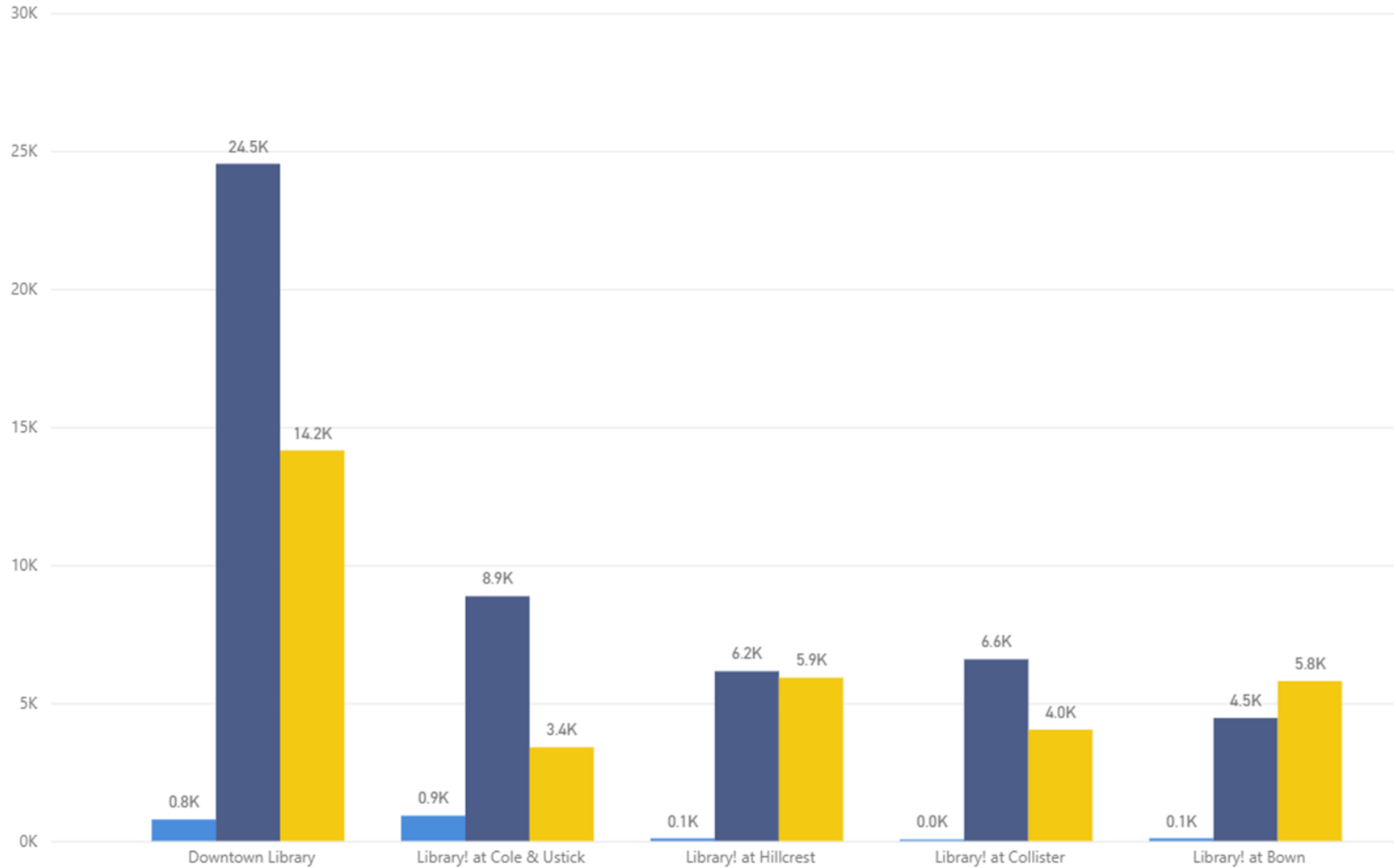
### Question Count by Desk and Location FY26

Location ● Desk ● Greeter 2nd ● Greeter 3rd ● Info Services



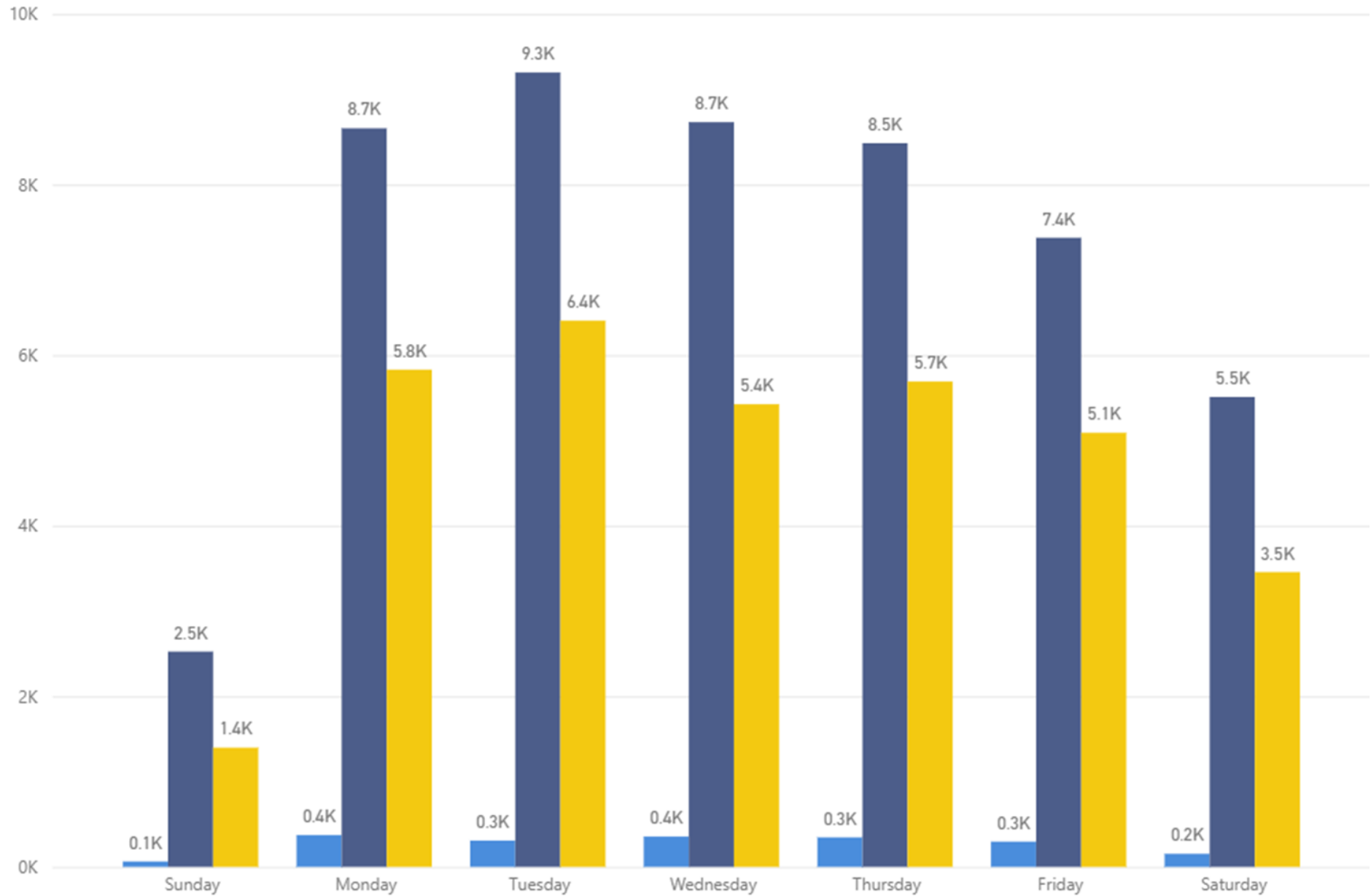
## Question Type by Location FY26

Question Kind ● Curbside Holds Pickup ● Directional ● Reference



## Question Type by Day of Week FY26

Question Kind ● Curbside Holds Pickup ● Directional ● Reference

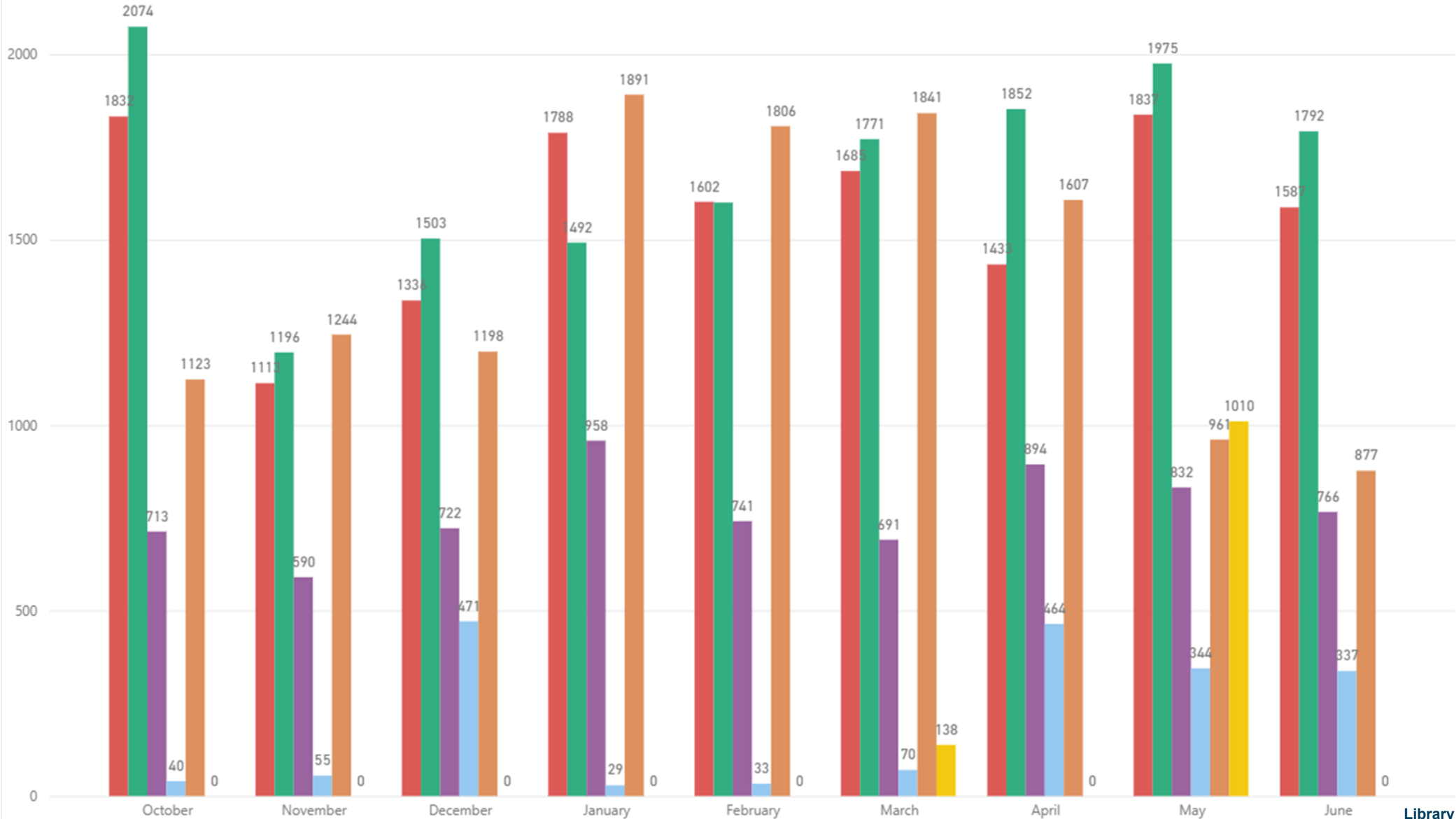


# Programs

# All Branches Program Attendees FY26



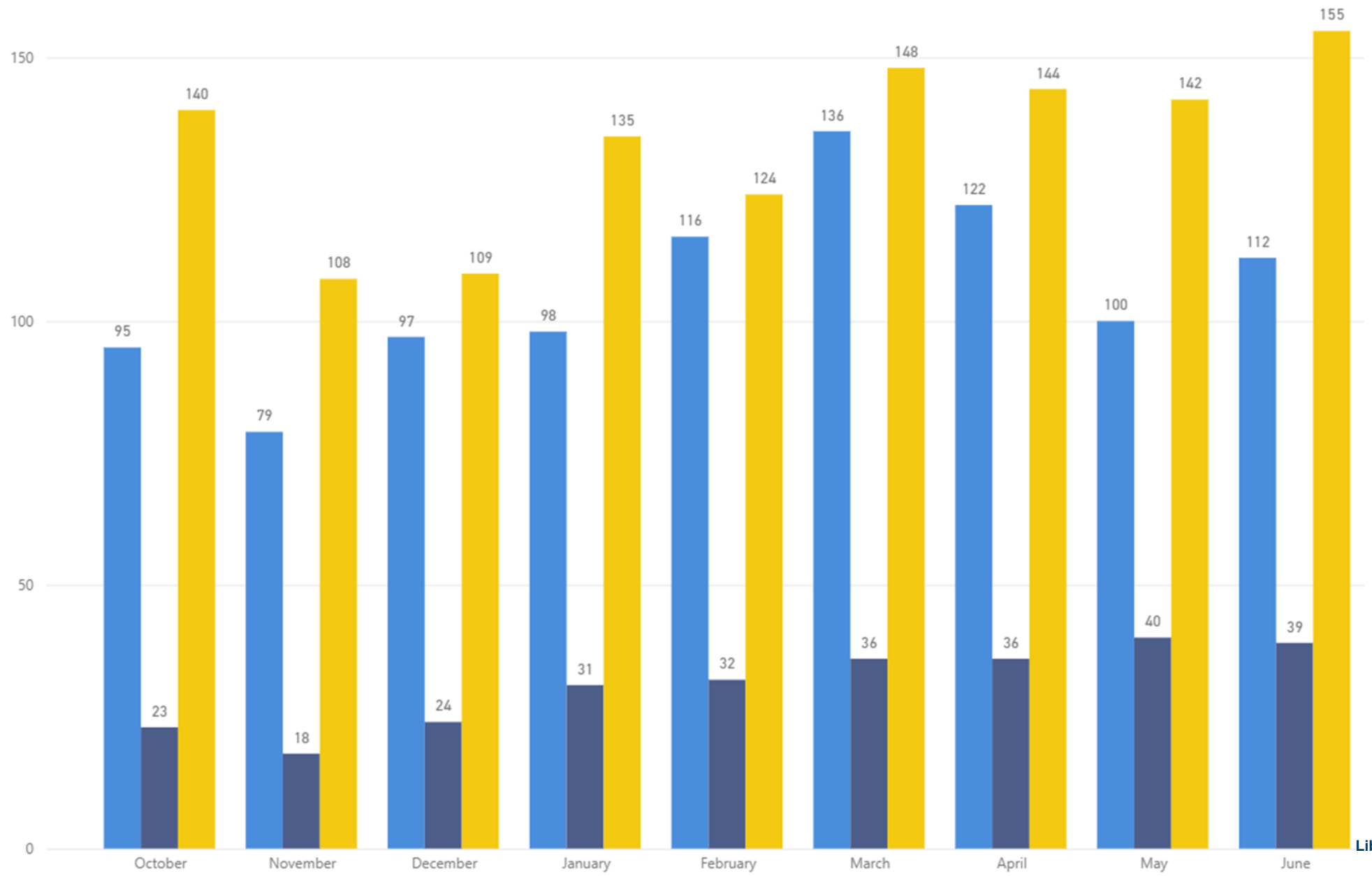
campus ● Bown ● C & U ● Collister ● Downtown ● Hillcrest ● System



# Events by Audience FY26

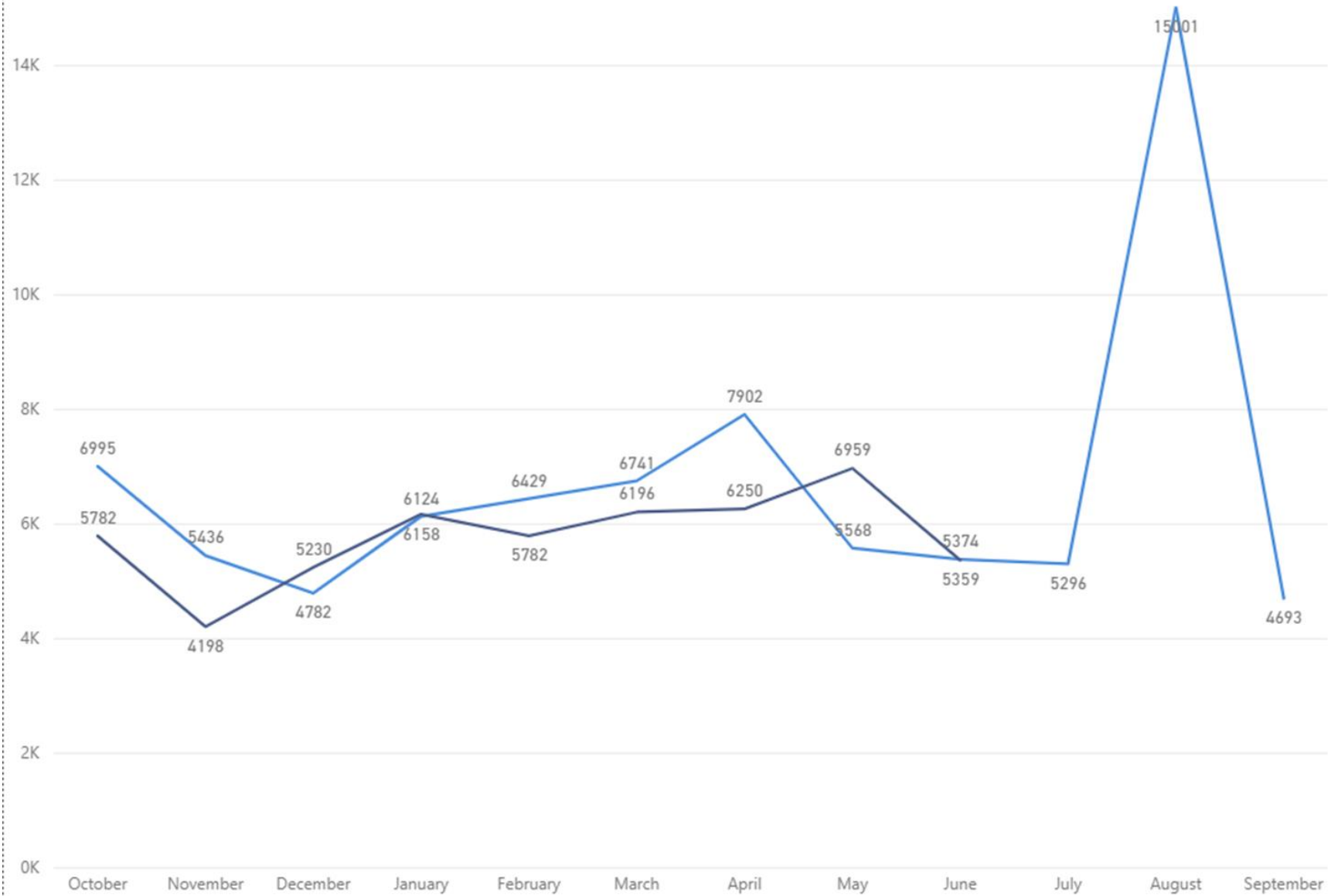


● Adult ● Teen ● Youth



### Program Attendance FY25-FY26

fiscal\_year ● 2025 ● 2026



# Boise Public Library

## Policy Review July 08, 2026

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Policy items reviewed and presented are as follows:

SECTION 7.00, *Use of Meeting Rooms*

- Policy 7.01, Meeting Rooms
  - Regulation 7.01a, Meeting Room Rules and Guidelines

*Staff Recommendations:*

Section 7.00, *Use of Meeting Rooms* of the Boise Public Library Policy Manual is presented to the Library Board for review. Staff have no recommended changes on the policies presented.

This continues the Library Board of Trustees annual policy review for Fiscal Year 2026 as stipulated by the Board's bylaws.

Document Type:	Policy
Number:	7.01
Effective:	03-01-2011
Revised:	07-13-2022
Last Reviewed:	07-09-2025

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### MEETING ROOMS

The Board endorses the Library Bill of Rights as adopted by the American Library Association Council on January 29, 2019, which states: "Libraries that make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use." However, public use of meeting rooms cannot be without restriction as usage must be safe and not undermine the Library's other functions. Thus, the Director or designee will establish rules and guidelines for the reservation and use of meeting rooms.

Document Type: Regulation  
Number: 7.01a  
Effective: 07-09-2024  
Revised: 10-12-2022  
Last Reviewed: 07-09-2025

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## MEETING ROOM RULES & GUIDELINES

Meeting room usage is subject to the following rules and guidelines.

1. Library-sponsored activities are given priority in the consideration of the use of meeting rooms; however, the Library will not cancel an existing reservation for the purpose of having a library program. Use of library meeting rooms by other City of Boise departments will not be given priority over uses by other groups.
2. All meetings held in library meeting rooms must be open to the public.
3. Meeting rooms are not available for private or personal events such as birthday parties, weddings, memorial services, or the like.
4. No fee may be charged for admission to a meeting in a Library meeting room.
5. Onsite sales of goods or services or collection of dues or donations are prohibited unless expressly permitted in advance by the Library Director.
6. Meeting rooms are available at times and locations that do not conflict with daily operations of the library. Meeting rooms may be available outside of the Library's open hours only at the discretion of the Library Director or designee and additional charges or fees may be imposed.
7. Reservations will only be taken for meetings with an anticipated attendance of two or more people and upon approval of an application completed by an adult authorized to act for and bind the reserving group in an agreement with the Library.
8. Rooms may be reserved no more than three months in advance without written permission from the Director. Such permission is also required to make or accumulate more than four total pending reservations. Library-sponsored activities, Library auxiliary groups, Boise City recognized Neighborhood Associations, and City of Boise agencies are exempt from these requirements.
9. Groups that don't show up within fifteen minutes of their reserved start time will forfeit the reservation.
10. The fact that a group is permitted to meet at the Library does not in any way constitute an endorsement or approval by the staff, Board or City of the users, their beliefs or of viewpoints expressed in the meeting. No group may list the Library as a host, partner or sponsor without prior express written permission from the Library Director or designee. Absent such permission, any printed or electronic advertisement or notification of a meeting to take place at the Library must include a disclaimer that the meeting or event is not sponsored or endorsed by the Library.

11. Staff may refer public inquiries concerning the meeting in question to the person signing the room reservation form for the group.
12. The Friends of the Boise Public Library, Inc. and the Boise Public Library Foundation, Inc. may use the name and address of Boise Public Library as the headquarters and official address of the organization. No other group may do so, regardless of meeting room usage.
13. All news releases, publicity or advertisements relating to any program or meeting held in one of the Library's meeting rooms shall clearly state the name of the sponsoring organization or individual, and shall not imply in any manner that the program or meeting is sponsored by the Library unless the Library has formally agreed to co-sponsorship.
14. The Library is not responsible for any lost or damaged property before, during or after a meeting. The individual reserving the room and the group whom such individual represents agrees to pay for all damage to any property of the City of Boise resulting directly or indirectly from the conduct of any member, officer, employee, or agent of the group, or any of its invitees; and it will save, hold harmless, defend and indemnify the City of Boise and the Boise Public Library from and against any and all liability which may be imposed upon them, or either of them, and/or for any damage to persons or property caused by the group or any person in connection with the use of a meeting room.
15. Pursuant to Idaho Code, meeting rooms cannot be used to advocate for or against a political candidate or the outcome of a ballot measure.
16. The Library reserves the right to deny or revoke a reservation and permission to use a meeting room at any time if the particular usage is disruptive to the Library's normal course of business, violates the Library's Rules of Conduct policy or any other Library policy or regulation, or violates any local, state or federal law.

**BOISE NONPROFIT SPACE LEASE  
BASIC LEASE PROVISIONS**

Address: 715 S. Capitol Blvd, 4<sup>th</sup> Floor, Boise, ID 83702

Premises: Approx. 2409 sq. ft on 4<sup>th</sup> Floor of Boise Public Library Building

Initial Base Rent: \$371.00 monthly

Base Rent Increases: 3% per year

Initial Term: Five (5) year term from Rent Commencement Date  
(November 1, 2026 – October 31, 2031)

Options to Renew: Two (2) renewal options, each for two (2) years

Effective Date of Lease: November 1, 2026

Rent Commencement (Section 3.05): November 1, 2026

Security Deposit: None

Allowed Uses: Operation of a community literacy center

Notice Addresses

    Lessor: Boise Public Library  
            Attn: Library Director  
            715 S. Capitol Blvd.  
            Boise, ID 83702

    Lessee: Learning Lab, Inc.  
            308 E. 36<sup>th</sup> Street  
            Garden City, ID 83714

Total Due on Signing: Ø

**BOISE NONPROFIT  
LEASE FOR SPACE**  
(Learning Lab, Inc.)

THIS NON-PROFIT LEASE FOR SPACE (“Lease”) is entered into effective the 1st day of November, 2026 (“Effective Date”) between the city of Boise City (Boise Public Library), a municipal corporation formed and existing pursuant to Title 50, Idaho Code (“Lessor”) and Learning Lab, Inc., a 501(c)(3) nonprofit corporation (“Lessee”). Lessor and Lessee may be referred to herein as the “Parties” or a “Party” as the case may be. As of the Effective Date, this Lease supersedes and replaces the prior agreement entered between the Parties titled the “Boise Nonprofit Lease for Space” which had an effective date of November 1, 2021.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

**ARTICLE I – PREMISES**

Subject to and on the terms, conditions, covenants, and agreements contained herein, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the approximately 2409 square feet of space on the fourth floor of the Boise Public Library building existing at 715 South Capitol Boulevard, City of Boise, Ada County, Idaho, as further described and shown on Exhibit A-1 attached hereto and referred to herein as the "Premises".

**ARTICLE II - TERM**

2.01 Initial Term. The initial term of this Lease shall be for five (5) years commencing on the Effective Date, provided that both Parties have fully executed this Lease (“Initial Term”).

2.02 Renewal Term. Provided that Lessee is not currently in default, the Lessee may request up to two (2) renewals of this Lease in accordance with the terms of this Section. Each renewal period is to be for no more than two (2) years (each a “Renewal Term”) and must be requested by Lessee through provision of written notice of request

to renew not less than one hundred eighty (180) days prior to the end of an expiring term. A Renewal Term will be on the same terms and conditions as the Initial Term, except as otherwise agreed to by the Parties and including the Parties' agreement on rent which will be subject to a market rate adjustment. This Section shall not be construed as a Lessee "right of renewal." As such, Lessor retains sole discretion in determining whether to further extend the lease for the Premises. Any use of "Term" herein shall include the Initial Term and any approved Renewal Term.

Further, a Renewal Term is not transferable; a Renewal Term shall be "personal" to Lessee as set forth above and that in no event will any assignee or sublessee have any rights to exercise a Renewal Term. Lessee shall have no further right to extend the term of this Lease.

2.03 Expiration. This Lease, unless terminated earlier as permitted elsewhere in this Lease, shall expire at the end of the Term.

2.04 Holding Over. Any continued occupancy by Lessee of the Premises after the expiration or earlier termination of this Lease, without the consent of Lessor, shall operate and be construed as a tenancy from month-to-month at a new Base Rent of one and one-half times (150%) the Base Rent in force and effect for the last month of the Term prior to termination or expiration ("Holdover Rent"). All other rents, costs and obligations under this Lease remain in place, and Lessee shall pay Lessor for any losses or damages to Lessor as a result of Lessee holding over.

If Lessee holds over with written consent from Lessor after the expiration or earlier termination of this Lease, such month-to-month lease may be terminated by Lessor at the end of any calendar month following the month Lessor provides written notice to Lessee. All other rents, costs and obligations under this Lease shall remain in place.

Unless otherwise agreed by Lessor and Lessee in writing, no receipt or acceptance of money by Lessor from Lessee after the expiration or termination of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises or to use self-help as authorized by law.

2.05 Early Termination Not For Default. Prior to expiration of the Term, and in addition to early termination bases permitted elsewhere in this Lease, either Party may terminate this Lease for convenience upon provision of at least ninety (90) days written notice to the other Party. In the event of termination by Lessor under this Section, Lessor shall refund to Lessee advance rent received at a pro-rated amount. No fee or penalty shall be imposed upon a Party solely for exercising the right to early termination for convenience in accordance with this Section, but such termination shall not operate as a waiver of any existing rights under this Lease.

**ARTICLE III - RENT**

3.01 Rent Calculation. Base Rent is calculated off the total area of the Premises and twenty-five percent (25%) of the fair market rental value for that area. For the purpose of computing the Base Rent payments, Lessor and Lessee agree that the Premises comprise approximately 2,409 square feet.

3.02 Rent. The annual rent for the Premises will, during the Initial Term, be calculated on the basis of 2409 square feet at \$1.85 per square foot per annum, increased annually pursuant to Section 3.03. Accordingly, the initial annual rental shall be \$4,457.00 (the “Base Rent”). Rent shall be paid to Lessor in equal monthly installments on the first day of each calendar month, in advance, commencing on the Rent Commencement Date and increasing annually as shown below (the “Monthly Rent”). Rent for any period less than a full calendar month shall be pro-rated.

3.03 Rent Increases. 3% per year beginning one year after Rent Commencement Date and as shown below. Due to rounding, the Monthly Rent does not always equal the Rent Per Year. The Rent Per Year is included for reference to show the 3% annual increase over Base Rent. The Monthly Rent is what Lessee will pay Lessor.

Contract Year	Rent Per Year	Monthly Rent
1	\$4,457.00	\$371.00
2	\$4,591.00	\$383.00
3	\$4,728.00	\$394.00
4	\$4,870.00	\$406.00
5	\$5,017.00	\$418.00

3.04 Rent Re-Alignment to Market. At the end of the Initial Term and, in the event of a Renewal Term, the Base Rent shall be realigned to match market conditions.

3.05 Rent Commencement Date. Payment of Monthly Rent by Lessee to Lessor shall commence November 1, 2026 (“Rent Commencement Date”).

3.06 Payment. Monthly Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease, without notice from Lessor. Unless Lessor otherwise notifies Lessee in writing of a different address, all rent payments shall be paid to Lessor at the following address:

Boise Public Library  
Attn: Library Administration  
715 S. Capital Blvd.  
Boise, Idaho 83702

3.07 Security Deposit. No security deposit is required of Lessee under this Lease and none has been provided to Lessor in connection therewith.

3.08 Additional Rent. In addition to Monthly Rent, Lessee shall pay all other costs and expenses related to the Premises, commencing on the Rent Commencement Date. As used in this Lease, “Rent” shall mean all amounts owed by Lessee to Lessor, including, but not limited to, Monthly Rent, and any and all other sums that Lessee assumes or agrees to pay under the provisions of this Lease, including any payments that may become due by reason of any default of Lessee or failure to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Lessee, after any applicable notice and cure period. Lessor shall not be responsible for any costs or expenses in connection with the Premises and improvements during the term of this Lease except as specified in Article IV.

3.09 Modification Charge. In the event Lessee requests an amendment or modification of the Lease, Lessee shall, in its next Rent payment, include a \$100 fee for administrative expenses related to the development and review of the Amendment.

3.10 Unpaid Rent, Fees and Charges. Any installment of Rent accruing under

any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due shall bear interest at the rate of eighteen percent (18%) per annum from the date when the same was due according to the terms of this Lease until paid by Lessee.

#### **ARTICLE IV - OBLIGATIONS OF LESSOR**

4.01 Lessor Maintenance. Lessee agrees that it has had the opportunity to inspect the Premises prior to executing this Lease and accepts the Premises from Lessor AS-IS, WHERE IS, and with all faults. Lessor has no obligations whatsoever regarding the repair, operation, and/or maintenance of the Premises except for the following if not necessitated as a result of intentional or negligent acts of Lessee or Lessee's agents, employees, volunteers or invitees: repair, replacement and maintenance of the building foundation, structural elements, exterior walls and windows, roof, any existing Lessor-installed alarm system, and any existing elevators; heating, ventilation, and air conditioning components.

4.02 Utilities. Except in the event of extraordinary charges resulting from Lessee's use or occupancy of the Premises, Lessor will provide water, heat, gas, electricity, air conditioning, custodial services, trash hauling and sewage charges.

4.03 Quiet Enjoyment. Lessor agrees that upon Lessee's payment of Rent and performance of all the covenants, conditions, and agreements herein, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the Term.

#### **ARTICLE V - OBLIGATIONS OF LESSEE**

5.01 Not-for-Profit Status. Lessee shall continuously maintain throughout the Term its status as a tax-exempt, charitable entity under Section 501(c)(3) of the U.S. Internal Revenue Code. In addition, Lessee shall continuously maintain registration with the Idaho Secretary of State as a non-profit corporation that is active and in good standing. In the event of a change in Lessee's status as required in this Section, Lessee must immediately notify Lessor and this Lease will automatically terminate within thirty (30) days of the change in status unless status is properly restored during that thirty-day

period. Upon Lessor request, Lessee shall provide Lessor with proof of compliance with this Section.

5.02 Financial Viability. Lessee shall remain a financially viable entity during the Term. For purposes of this Section, “financially viable” shall mean Lessee has sufficient funds to continue operation of its community literacy center at a standard substantially similar to its historical offerings and to discharge its obligations as they become due. Lessee shall provide Lessor with annual proof of compliance with this Section in the form of a copy of the financial statement Lessee is required to file with the U.S. Internal Revenue Service (IRS) as part of Lessee’s annual report to the IRS.

5.03 Condition of Premises. By taking possession of the Premises Lessee accepts the Premises AS-IS, WHERE IS and with all faults, and the Lessee shall be obligated at its sole cost and expense to perform any and all repairs, modifications or improvements to the Premises except as specifically obligated to Lessor in Article IV.

5.04 Maintenance of Premises. Lessee shall keep the Premises in a good state of repair and condition (normal wear and tear excepted), including keeping the Premises in a neat and orderly condition as determined by Lessor in its sole discretion, free from filth, overloading, danger of fire or any pest or nuisance, and in compliance with all applicable federal, state and local laws. Lessee shall promptly notify Lessor of any maintenance condition which Lessor is obligated to address under this Lease. With respect to any maintenance condition which Lessee is obligated to address under this Lease, Lessee shall resolve within thirty (30) days, without notice from Lessor, or a Maintenance Plan is to be provided to Lessor in accordance with Section 5.05 below.

5.05 Notification. If any portion of the Premises or any system or equipment in the Premises that Lessee is obligated to maintain or repair cannot be fully repaired, restored or replaced, within thirty (30) days, Lessee will provide Lessor with a maintenance plan and schedule for rectifying the condition.

5.06 Lessee Improvements. The Parties do not anticipate making any improvements to the Premises as of the Effective Date. Lessee shall not make any improvements to the Premises unless first specifically approved in writing by Lessor. The decision whether to approve any improvements by Lessee is solely within Lessor’s discretion and, as a condition precedent to any approval, Lessor may require a

reasonable amendment to the Lease to account for such improvements that includes, but is not limited to, additional insurance requirements.

5.07 Liens and Approvals. Lessee shall at all times keep the Premises lien free from any tenant improvement work or otherwise. Lessee shall obtain any and all permits required for any tenant improvements, and improvements shall be made in compliance with all Boise City building codes and regulations, and all other applicable federal, state and local laws.

5.08 Trash, Garbage, Etc. Lessee shall not allow any trash or litter to accumulate on or about the Premises and the Premises shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions.

5.09 Uses. Lessee will not enter into or permit any activities on the Premises other than those stated as follows without Lessor's prior written approval: operation of a community literacy center.

Lessee's use of the Premises must be in full compliance with all statutes, ordinances, laws, rules, regulations and restrictive covenants applicable to the Premises, including but not limited to compliance with the policies and regulations applicable to public access and use of property owned or operated by the City of Boise and, in particular, users of the Boise Public Library.

5.10 Storage. Apart from the Premises, Lessee shall not use space in the Boise Public Library building for storage or office purposes. In addition, outdoor storage of any equipment or materials is not permitted under this Lease unless specifically pre-approved by Lessor in writing which approval may be withheld or conditioned in Lessor's sole discretion.

5.11 Non-Utilization of Premises. In the event Lessee ceases operations at the Premises for more than forty-five (45) consecutive days for any reason other than repairs, remodeling or force majeure ("Abandonment") about which Lessor is promptly notified, Lessor may elect to terminate this Lease and recover possession of the Premises by giving Lessee thirty (30) days prior written notice of such election to terminate, and upon such termination, subject to the Lessee's rights and options under Section 10.2 herein.

5.12 Prohibited Uses. The following uses shall not be permitted on the Premises

at any time:

- a. Anything not directly related to operation of a community literacy center;
- b. Anything constituting a nuisance;
- c. Any residential use;
- d. Anything inconsistent with, or detrimental or disruptive to, the operation of the municipal public library in the building within which the Premises are located as determined within the sole discretion of Lessor's Boise Public Library Director or designee(s); or
- e. Maintenance of any item or doing anything in or about the Premises which would cause the increase of Lessor's insurance rates or make such insurance unobtainable.

5.13 Signs. The number, size, design, and location of all signs displayed on or about the Premises by or on behalf of Lessee shall be subject to pre-approval by the Boise Public Library Director.

5.14 Lease not to be Recorded. Each Party agrees that it will not record this Lease.

## **ARTICLE VI – INSURANCE AND INDEMNIFICATION**

6.01 Commercial General Liability Insurance. Lessee shall maintain commercial general liability insurance covering bodily injury, property damage (including loss of use thereof), and personal and advertising injury arising out of Lessee's operations, including contractual liability (covering the performance by Lessee of its indemnity agreements). Coverage shall apply to premises and operations, independent contractors, volunteers, and participants in Lessee's programs. Limits shall be not less than One Million Dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate). The insurance shall be issued by an insurer licensed to do business in the State of Idaho. Sexual abuse and Molestation liability coverage shall be included, either under the General Liability policy or obtained in a separate policy with limits not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) covering employees, volunteers, and agents.

6.02 Property Insurance. Lessee shall maintain in force during the Term a policy or policies of insurance covering loss or damage to the tangible property Lessee brings

into the Premises, including all furniture, equipment, merchandise and all other items of Lessee's property installed by, for or at the expense of Lessee. Such insurance shall be written on a "special form" (all risk) basis covering direct physical loss or damage for the full replacement cost value new and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement and sprinkler leakage coverage. Lessor shall not in any way be responsible for any of Lessee's property, inventory, trade fixtures and furniture, and personal property of others within the Lessee's care, custody or control.

6.03 Automobile Insurance. In the event Lessee uses a motor vehicle in the operation of its business, it shall maintain in force during the Term automobile liability insurance for all owned, non-owned and hired vehicles used on or about the Premises with a minimum combined single limit of Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and property damage.

6.04 Workers Compensation. To the extent required by law, Lessee shall maintain in force during the Term workers compensation coverage with limits consistent with the statutory requirements of the State of Idaho and include employer's liability coverage with minimum limits of: bodily injury by accident - \$500,000 each accident; bodily injury by disease - \$500,000 each employee; bodily injury by disease - \$500,000 policy limit. Such policy shall include a waiver of subrogation in favor of Lessor, where permitted by law. If and when Lessee is required by law to maintain workers compensation coverage, Lessee shall provide to Lessor a certificate showing proof of said insurance coverage.

6.05 Cyber Liability. Lessee shall maintain in force during the Term cyber liability coverage with limits not less than \$500,000 per occurrence or claim, \$500,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Lessee in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**6.06 Policy Requirements.** Concurrent with the execution of this Lease, Lessee shall provide proof of insurance coverage required in Sections 6.01, 6.02, 6.03, 6.04, and 6.05 herein, by providing a certificate(s) of Lessee's insurance coverage, a copy of the declarations page of each insurance policy, and a copy of all endorsement(s) applicable to the insurance required herein. The certificate(s) of insurance, or endorsement(s) attached thereto, shall provide that: (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to Lessor; (b) the City of Boise, and its agents, officers, servants, and employees are named as additional insureds for both ongoing and completed operations by endorsement; (c) the policy shall be considered primary and non-contributory with respect to any insurance or self-insurance maintained by lessor; (d) the limits of liability required therein are on an occurrence basis; and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in a manner as though a separate policy had been written for each insured or additional insured; however, nothing contained herein shall act to increase the limits of liability of the insurance company. Any deductibles must be declared in writing to and approved by Lessor. At the option of Lessor, either (a) Lessee shall reduce or eliminate such deductibles as respects Lessor; or (b) Lessee shall procure a bond equal to the amount of such deductibles or self-insured retentions guaranteeing payment of losses and related investigations, claims administration and defense expenses (including attorneys' fees, court costs and expert fees). If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within fifteen (15) days, but in no event later than the effective date of cancellation, change or reduction, provide to Lessor a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, without further notice and at its option, Lessor may, in addition to all its other remedies, procure insurance coverage at Lessee's expense whereupon Lessee promptly shall reimburse Lessor for such expense. The Lessor reserves the right to modify its insurance requirements to reflect operational and market conditions. In the event that Lessee shall at any time fail to provide Lessor with the insurance required herein, Lessor may immediately terminate

this Lease. The limits of the Lessee's insurance policies shall not, in any manner, be deemed as a limitation to the Lessee's obligation to indemnify, protect, defend and hold harmless Lessor as specified in this Lease, except for the effect of any waiver of subrogation as provided below. The Lessee shall procure and maintain insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service.

6.07 Waiver of Subrogation. Each Party agrees to have their respective insurance companies issuing property and liability insurance waive all right of subrogation that such companies may have against Lessor or Lessee, as the case may be, to the extent permitted by such policies. Notwithstanding any other provision of this Lease to the contrary, neither Party nor their officers, directors, partners, members, managers, employees, agents, licensees and invitees, shall be liable to the other for loss or damage covered by insurance required to be carried under this Lease, and each Party hereby waives any rights of recovery against the other and its officers, directors, partners, members, managers, employees, agents, licenses and invitees for injury or loss on account of such covered risks.

6.08 Eminent Domain. If, during the Term, the Premises and/or the Boise Public Library building in which the Premises are situated or any substantial part thereof are taken through the exercise of the power of eminent domain, this Lease shall automatically terminate as of the date of such taking.

6.09 Damages / Casualty. If during the Term the Premises or any part thereof are damaged by fire or other casualty sufficient to make the Premises unusable by Lessee, and the time required to restore the remainder of the Premises in a proper condition for use by Lessee will exceed six (6) months, either Party may choose to terminate this Lease through written notice delivered to the other Party within sixty (60) days after the casualty incident.

If both Parties elect not to terminate, Lessee shall be responsible for all cost association with restoration. If Lessee does not commence restoration of the Premises within sixty (60) days after the receipt of insurance proceeds for the casualty, and proceed thereafter with reasonable diligence to completion, Lessor may, at Lessor's option,

terminate this Lease by a written notice delivered to Lessee within thirty (30) days after the right to terminate arises.

Lessee shall only have the right or interest to any insurance proceeds from Lessee insurance and shall only be entitled to condemnation rewards associated with improvements constructed and paid for by Lessee. Lessor shall receive all other payments from either insurance or condemnation proceeds on the Premises.

In the case of termination, Rent and other sums payable during the then current Term shall be due and payable through the date of such termination. In the event that Lessee chooses to restore any damage, all Rents and other sums payable will continue to be due in full throughout any restoration period. Should a partial taking of the Premises occur that does not result in termination of the lease, the size of the Premises shall be adjusted based on the taking and a new Base Rent calculated based on the new area.

6.10 Indemnification of Lessor. To the fullest extent permitted by law, Lessor and its respective officers, directors, officials, agents, employees and/or subdivisions (collectively the Lessor), shall not be liable for any damage, injury or death, either to person or property (including the loss of use thereof), of any nature whatsoever, which damage is sustained by Lessee, by persons claiming through Lessee, or any other third party; provided that the foregoing shall not apply to the extent that any damage, injury, or death is caused by the intentional misconduct of Lessor. Lessee shall indemnify, defend, and hold harmless Lessor and Lessor's elected and appointed officials, officers, employees, agents, affiliates, representatives, contractors, volunteers, guests, business invitees and all of the persons acting for, by, or through, and in any way on behalf of Lessor from, against, and for any and all losses, damages, liabilities, deficiencies, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind ("Claims"), including reasonable attorneys' fees, arising, alleged to arise out of, or relating in any way to any acts or omissions incurred in connection with Lessee's use or occupancy of the Premises at any time whether pursuant to this Lease or a previous lease with Lessor, including Lessee's breach of this Lease or any previous Lease between Lessee and Lessor in connection with the Premises.

Lessee's indemnification and hold harmless obligations under this Section apply to both direct and third-party Claims and are triggered upon Lessor's provision of notice

of a Claim to Lessee. Lessee's duty to defend applies immediately regardless of whether Lessor has paid any sums or incurred any detriment arising out of or relating directly or indirectly to any Claim.

Lessee shall assume control of the defense, appeal, or settlement of a Claim by sending prompt written notice of the assumption to Lessor through which it will acknowledge responsibility for the defense. Lessee will then undertake, conduct and control the defense through counsel approved by Lessor, at Lessee's sole cost and expense. Lessee shall give prompt written notice to Lessor of any proposed settlement. Lessee may not settle or compromise any Claim or consent to the entry of any judgment without Lessor's prior written consent. Notwithstanding anything to the contrary herein, Lessor may defend a claim with counsel of its own choosing and without Lessee's participation when Lessor determines it is in its best interests to do so.

Limits of insurance will not be deemed a limitation of Lessee's above-described covenant to indemnify, hold harmless and defend.

The rights, obligations and provisions of this Section shall be deemed to be a separate contract between Lessor and Lessee and shall survive the expiration or termination of this Lease.

## **ARTICLE VII - DEFAULT**

7.01 Events of Default. Any of the following shall constitute a default and breach of this Lease by Lessee (each event to be a "Default"):

- a. Be in arrears in the payment of the whole or any part of the Monthly Rent and any other amounts owed hereunder for a period of thirty (30) days after the due date without the requirement of written notice;
- b. Failure to pay any other sum payable under this Lease within ten (10) days after written notice has been delivered to Lessee;
- c. Hold over their tenancy beyond this Lease without written approval from Lessor;
- d. Make any general assignment for the benefit of creditors;
- e. Abandonment of the Premises as more specifically defined in Section 5.11 above;

- f. Default in the performance of any of the covenants and conditions required herein (except rent payments which are addressed above) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default;
- g. Be adjudged a bankrupt in involuntary bankruptcy proceedings; and/or
- h. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, Lessor may, after complying with any procedures imposed by law, take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee, (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including reasonable attorney's fees, incurred by Lessor in doing so (whether paid by Lessor or not) shall be considered rent due on the date of the next regularly scheduled rent installment. Failure of Lessor to declare this Lease cancelled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

7.02 Lessor Remedies for Default. In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, Lessor shall have the following remedies:

- a. Lessor shall have the right to terminate this Lease, including all of the right, title, and interest of Lessee hereunder. No notice in addition to the notice

required by this Article shall be required to effectuate Lessor's rights in this regard. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the Term. In case of termination, the provisions of this Lease regarding indemnification, damages, fees and costs shall survive termination of the Lease;

b. Lessor shall have the right to sue for specific performance by Lessee of Lessee's obligations hereunder, together with expenses, damages, fees and costs incurred by Lessor;

c. Lessor shall have the right to collect from Lessee all expenses, costs, fees and damages reasonably incurred by Lessor as a result of Lessee's breach, including, but not limited to, reasonable costs of reletting and attorney's fees; and

d. Lessor shall have the right, without further notice to Lessee, to accelerate the rent due for the balance of the Term and to collect the present value of same from Lessee, less any mitigation thereof by Lessor; and/or

e. Lessor may enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary and relet the Premises or any part thereof upon such terms and conditions as shall reasonably appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

The aforesaid remedies, as well as any other remedies allowed by Idaho law, which are preserved in Lessor, shall be cumulative and non-exclusive, except as is otherwise prescribed by Idaho law. Any amounts due to Lessor under this Lease and not paid by Lessee when due shall bear interest at a rate of eighteen percent (18%) per

annum or the maximum rate permitted by law, whichever is higher until paid.

7.03 Assignment and Transfer. Lessee shall not have the right to assign or transfer this Lease, or any interest in the Premises.

7.04 Subleasing. Lessee may not sublease all or any part of the space demised hereunder.

7.05 Lien by Lessor. It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock, or any other items specifically exempted under law, belonging to Lessee which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the Term, which lien shall not be in lieu of or in any way affect any statutory lien given by law, but shall be cumulative thereof. Lessee shall seek permission of the Lessor to subordinate its lien to potential lenders of the lessee for improvements. Said permission shall not be unreasonably withheld.

## **ARTICLE VIII – PROJECT DEVELOPMENT AND CONSTRUCTION**

Article VIII is intentionally deleted.

## **ARTICLE IX – HAZARDOUS MATERIALS**

### 9.01 Definitions.

“Hazardous Materials” will mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all

corresponding and related State of Idaho and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").

9.02 Use of Premises by Lessee; Remediation of Contamination Caused by Lessee.

a. Use. Lessee hereby agrees that Lessee and Lessee's officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, lessees, sublessees, invitees and any other occupants of the Premises (for purpose of this Section 9.02, referred to collectively herein as "Lessee's Representatives") will not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws.

b. Remediation. If at any time during the Term any contamination of the Premises by Hazardous Materials occurs where the contamination is caused by the act or omission of Lessee or Lessee's Representatives ("Lessee Contamination"), then Lessee, at its sole cost and expense, will promptly and diligently remove the Hazardous Materials from the Premises to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Idaho. However, Lessee will not take any required remedial action in response to any Lessee Contamination in, on or about the Premises without first notifying Lessor of Lessee's remediation plan. Sublessee shall be responsible for all costs, expenses and fees in connection with remediation. If Sublessee fails to promptly, effectively and properly remediate the contamination then Sublessor may do so and Sublessee shall reimburse Sublessor for the total costs of remediation within fifteen (15) business days of Sublessor's demand for reimbursement of all amounts reasonably paid by Sublessor (together with interest from the date of expenditure on said amounts at Lessor's Interest

Rate until paid), when the demand is accompanied by proof of payment by Lessor of the amounts demanded.

## **ARTICLE X - GENERAL PROVISIONS**

10.01 Lessor's Right of Entry. Lessor and Lessor's authorized representatives shall have the right to enter the Premises at all reasonable times for the purposes of determining whether the Premises are in good condition, to make necessary repairs or perform any maintenance, to serve any notice required or allowed under this Lease. Lessor shall give Lessee at least 24 hours' notice prior to entering the Premises, except in the case of an emergency involving the potential or actual imminent harm to person or property in which case no advance notice shall be required.

10.02 Improvements upon Termination or Expiration.

Title to all improvements that now or may from time to time constitute a part of the Premises that are now, or may from time to time be, used, or intended to be used in connection with the Premises shall be and remain Lessee's until the expiration or termination of this Lease.

Upon the expiration or termination of this Lease, and at the sole option and selection of Lessor, title to all such improvements selected by Lessor shall pass to and vest in Lessor without cost or charge to Lessor. Sixty (60) days prior to termination of this Lease, Lessee shall provide a listing of the improvements currently on the Premises and to which Lessor may take title. Lessor shall have thirty (30) days to make its selections, and Lessee shall thereafter remove all remaining improvements (not selected by Lessor) prior to the expiration or termination of this Lease.

Lessee, on expiration or termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments and other documents which in Lessor's sole judgment may be necessary or appropriate to transfer, to evidence or to vest in Lessor clear title to any of the improvements located on the Premises at the time of such expiration or termination.

Lessee, in addition, shall deliver to Lessor on expiration or termination of this Lease originals or copies of any plans, reports, contracts or other items relating to the improvements of the Premises, to the extent that Lessee has the same in its possession.

Prior to expiration or termination of this Lease, Lessee, at its sole cost and expense shall remove any and all improvements which Lessor has not selected and agreed to take title to upon expiration or termination of the Lease.

Nothing herein shall be construed to require acceptance by Lessor of improvements or alterations.

The following shall be considered the personal property of the Lessee and shall be removed by Lessee upon the termination or expiration of the Lease, at its sole cost and expense: Furniture and Office Equipment

10.03 Time is of the Essence. Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

10.04 Unavoidable Delay. If either Party will be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), the Party so delayed will provide Lessor with prompt notice detailing the delay and then performance of the act will be excused for a reasonable period of the delay, and the period for the performance of any act will be reasonably extended for a period equivalent to the period of the delay; provided, however, nothing in this Section will excuse Lessee from the prompt payment of any rent or other charge required of Lessee except as may be expressly provided elsewhere in this Lease.

10.05 Notices. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR: Boise Public Library  
Attn: Library Director  
715 S. Capitol Blvd.  
Boise, Idaho 83702

With copy to: Boise City Attorney's Office  
150 N. Capitol Blvd.  
Boise, Idaho 83701

LESSEE: Learning Lab, Inc.  
308 E. 36<sup>th</sup> St.  
Garden City, Idaho 83714

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this paragraph.

10.06 Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

10.07 Idaho Law and Venue. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Lease. The Parties irrevocably agree that venue for any action between them in connection with this Lease shall be exclusively brought and maintained in the Fourth Judicial District of the Idaho state courts located in Ada County, Idaho.

10.08 Cumulative Rights and Remedies. All rights and remedies of Lessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

10.9 Interpretation. Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

10.10 Entire Agreement. This Lease contains the entire agreement between the Parties and supersedes any other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith, including but not limited to the Parties' Agreement of Lease dated September 1, 1999. Exhibit A-1 is hereby incorporated herein by reference and made a part of this Lease.

10.11 Amendments. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the Parties hereto or their respective successors in interest. This Lease may only be amended by a document signed by authorized representatives of each Party.

10.12 Paragraph Headings. The Table of Contents of this Lease and the captions

of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

10.13 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

10.14 Successors and Assigns. All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

10.15 Taxes and Other Charges. The Lessee shall pay all taxes, and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor, with respect to the Premises, during the Term. The Lessee in good faith may contest any tax or governmental charge; provided that the Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to the Lessor such action will not adversely affect any right or interest of the Lessor.

10.16 Authorization to Enter into Lease. If Lessee signs this Lease on behalf of an entity, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a tax-exempt, charitable entity under Section 501(c)(3) of the U.S. Internal Revenue Code duly authorized and formed pursuant to law, that Lessee is qualified to do business in the State of Idaho, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

Authorization for Lessor to enter into this Lease is governed by Idaho Code § 50-1407. In accordance therewith, and notwithstanding anything to the contrary herein, this Lease will not go into effect unless and until it is both approved by resolution of the City

of Boise's City Council and executed by the Mayor of the City of Boise.

10.17 Discrimination Prohibited. In accordance with Boise City Code, Lessee agrees, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, creed, national origin, ancestry, age or disability in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

10.18 Contract Execution. This Lease may be executed electronically and in or more counterparts, each executed counterpart constituting an original agreement altogether constituting only one agreement.

[End of Agreement]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date stated above.

**LESSOR:**

BOISE CITY,  
a municipal corporation formed and existing pursuant  
to Title 50, Idaho Code

By: \_\_\_\_\_  
Lauren McLean  
MAYOR

ATTEST: \_\_\_\_\_  
Jamie Heinzerling  
CITY CLERK

AND

BOISE PUBLIC LIBRARY,  
A public library established and existing pursuant  
to Title 33, Chapter 26, Idaho Code

By: \_\_\_\_\_  
Ron Pisaneschi  
PRESIDENT, BOARD OF TRUSTEES

**LESSEE:**

Learning Lab, Inc.  
308 E. 36<sup>th</sup> St.  
Garden City, Idaho 83714

By *Kristin Livingstone*

Printed Name: Kristin Livingstone

Title: Executive Director