

**PAHRUMP COMMUNITY LIBRARY,
PAHRUMP, NV NYE COUNTY SCHOOL
DISTRICT OFFICE, PAHRUMP, NV
TOWN OF PAHRUMP OFFICE, PAHRUMP, NV**
www.pahrumplibrary.org
www.admin.nv.gov

NRS 241.020 requires that written notice of all meetings of the Board of Trustees of the Pahrump Library District be given at least three working days before the meetings. The notice shall include the time, place, location, and the agenda of the meeting.

Disabled members of the public who require reasonable accommodations in order to attend this meeting are asked to notify the Library Director 775-727-5930 at least 24 hours prior to the meeting.

1) Call to Order

The meeting is called to order at 10:06 AM.

2) Members Roll Call

Present are Chairman John Shewalter, Board of Trustee member Kelly Green, Board of Trustee member Matt Morris, Board of Trustee member Dee Mounts, Board of Trustee member Michael Runion

Also present are Library Director Vanja Anderson, Assistant Director Shanna Gibbons, Head of Youth Services Alysha Wogee, Liaison Commissioner Frank Carbone, Assistant District Attorney Michelle Nelson, and members of the public.

3) Pledge of Allegiance was recited prior to the call to order.

4) Trustee/Director/Liaison Comments: This item is limited to announcements or topics/issues proposed for future workshops, committees, and agendas.

Commissioner Frank Carbone thanks the Board for allowing him to speak, and thanks the library board members for participating. Mr. Carbone discusses an activity—a tea party—which a library in Florida has been doing. He says that the county library Florida rolls out the red carpet for attendees and that it's an activity that this library might consider doing in the future.

Director Anderson thanks Commissioner Carbone and comments that the library can now hold Zoom meetings. She advises that that it can be video with audio or audio only. Anyone wanting to view library board meeting via Zoom should contact her. Her email address is located on the library website.

Mr. Shewalter welcomes Ms. Green and Ms. Runion to the board. Ms. Green has no comments. Mr. Morris welcomes new members to the board and looks forward to working with them. Ms. Mounts. welcomes Ms. Green and Mr. Runion and looks forward to working with them. Mr. Runion appreciates being appointed to the board, serving the community, and making this library the best it can be.

5) Approval of March 11, 2024, Agenda (Non-action item)

Mr. Shewalter moves to strike item number 10 as there are no emergency items.

Without objection, the March 11, 2024, agenda is approved.

6) GENERAL PUBLIC COMMENT: * (Action will NOT be taken on matters considered during this period until specifically included on an agenda as an action item.) *

Helen Schneider says it is terrific to see new faces on the Board. She hopes the board will pay attention to the open meetings laws and know what they are. She reminds the board that small children will come to get books with their parents, but that older people with canes will also come. They will all expect to find—and have the right to read—any book that they want.

Mr. Shewalter thanks her for her comments.

C.J. Stevens tells new and old board members that the Nevada State Library and Archives has a free, online tutorial specifically designed for library trustees. She would like to have Mr. Carbone consider making it a requirement for trustees on this board to view these tutorials because thousands of dollars were spent to create them so that library trustees will know what they are doing. It teaches library trustees what their responsibilities are and what their responsibilities are not. She says it's imperative that if library board members really care about what they're doing and really want to do the best job that they can, they will take that online tutorial. She does not know why it's not a requirement. She suggests that we wouldn't have had nearly as many open meeting violations as the board has had in the past if everyone knew what their job was. She believes the library director can get the board members the necessary email address in order for the board to sign up for the online library trustee tutorial.

Mr. Shewalter thanks Ms. Stevens for her comments.

Item number six is closed.

Mr. Shewalter changes the order of items and begins with Item

Number 9 on the agenda.

9) For Possible Action: Election of Secretary of the Pahrump Library District Board of Trustees. Trustees.

Mr. Shewalter makes a motion that Ms. Green serve as secretary. Mr. Runion seconds. Ms. Green accepts. The motion is opened for public comment. There are none. Public comment is closed for Item 9.

The motion is opened for Board comment.

Ms. Green states that she looks forward to the challenge. Mr. Morris, Ms. Mounts, and Mr. Runion have no comment. Mr. Shewalter states that he is glad that she'll serve, is glad to see everyone get involved. The question is called for.

Mr. Shewalter asks Ms. Nelson, the Assistant DA, for clarification on if Ms. Green needs to recuse herself for the vote.

Ms. Nelson states that while there is no requirement for recusal, good quorum generally dictates that you do or do not vote for yourself and that it would be up to Ms. Green. Ms. Nelson states that there doesn't have to be a formal recusal, just generally when the item is just called for vote, Ms. Green would say, "I declare to decline to vote."

The item is called. Ms. Green declines to vote. Mr. Morris, Ms. Mounts, Mr. Runion, and Mr. Shewalter vote yes. The measure passes 4-0, with one abstention.

Mr. Shewalter congratulates Ms. Green and moves to Item 8.

8) For Possible Action: Election of Vice Chair of the Pahrump Library District Board of Trustees.

Mr. Shewalter makes a motion to nominate Mr. Runion for the position of Vice Chair of the Pahrump Library District Board of Trustees. The item is seconded by Ms. Mounts. The motion is opened for public comment. There are none. Public comment is closed for Item 8.

Item 8 moves to board comments:

Ms. Green says she is hesitant and wonders if someone with more (library) board experience would make a better vice-chair?

Mr. Shewalter thanks Ms. Green for her comments and pauses board comments to ask Mr. Runion if he is willing to serve?

Mr. Runion agrees.

Mr. Shewalter resumes board comments. Mr. Morris and Ms. Mounts have no comments.

Mr. Runion says although he has not served on this board, he has served as treasurer, vice president, and president on several boards including the Lions Club and the Kiwanis. He states he is happy to serve and do his job.

Mr. Shewalter thanks him for his comments. Mr. Shewalter says that he looked at Mr. Runion's application and is familiar with his background. He feels that Mr. Runion is competent enough to back up whoever is going to be the next chairman.

Mr. Shewalter calls the question. Ms. Green, Mr. Morris, Mr. Mounts, and Mr. Shewalter say yes. Mr. Runion abstains. The measure passes 4-0, with one abstention.

7) For Possible Action: Election of Chair of the Pahrump Library District Board of Trustees.

Mr. Runion nominates John Shewalter to serve as chair. The motion is seconded by Ms. Mounts. The motion is opened for public comment. There is none. Public comment is closed for Item 7.

Item 7 moves to board comments. Ms. Green, Mr. Morris, Ms. Mounts, and Mr. Runion have none.

Mr. Shewalter says yes, he will be happy to serve again and calls for a vote. Ms. Green, Mr. Morris, Ms. Mounts, and Mr. Runion vote yes. Mr. Shewalter abstains. The measure passes 4-0 with one abstention.

The new board is seated and moves on to business.

10) For Possible Action: Emergency Items

Item 10 is struck as there are no emergency items.

11) For Possible Action: Discussion and deliberation to approve or amend and approve the meeting minutes for February 12, 2024.

Mr. Runion moves to approve or amend and approve the meeting minutes of February 12th, 2024. Michelle Nelson interrupts. Michelle Nelson asks if he is making any changes to the Minutes, Mr. Runion says no, Michelle Nelson says then it would be a motion to approve. Mr. Runion makes a motion to approve the meeting minutes of February 12th, 2024, and asks for an amendment.

Mr. Runion amends to approve the meeting minutes of February 12, 2024.

Ms. Green seconds. There is no public comment. There is none. The Board has no comments. Mr. Shewalter has no comment and calls the question. Ms. Green. Mr. Morris, Ms. Mounts, Mr. Runion, and Mr. Shewalter vote yes. The measure passes 5-0.

12) Presentation: Treasurer's Report by Vanja Anderson for discussion of monthly expenditures and revenue for February 2024.

Library Director Vanja Anderson gives her monthly expenditure review beginning on page 9. See backup copy.

Library Director Vanja Anderson presents the treasurer's report on expenditures for February 2024, as found in the backup. Mr. Shewalter asks if there are any of our ledger areas where we are over where we should be for the eighth month? Ms. Anderson says no. Mr. Shewalter asks if all of our budgeted expenditures are in line for where we're at. Ms. Anderson says they are, and if they weren't she would contact him.

Mr. Shewalter asks the board if they have any questions about page 9. They do not. Ms. Anderson moves to expenditure report on page 10.

After Ms. Anderson reads page 10, Mr. Shewalter asks if there can be an accumulative total on salaries and benefits before like there is for salaries and benefits, benefits on page 10. He asks if there was one in the past. Ms. Anderson says she will have to look at past documents. Mr. Shewalter asks that if we didn't have it, could we add it because it helps to check and balance things as we go through the reports. Ms. Anderson agrees.

Mr. Shewalter asks if the board has questions about page 10. They do not.

Ms. Anderson moves to page 11. Ms. Anderson gives her report for

page 11, cumulative totals. Mr. Shewalter asks if the property taxes are what the library is budgeted to bring in. Ms. Anderson answers yes. Mr. Shewalter addresses Mr. Runion's question about revenue, and Mr. Runion says yes, that number answers his question. Mr. Shewalter asks the board if there are any questions. Ms. Green has a question about the grants and the numbers for February and January being the same. Ms. Anderson says it's cumulative and if the library doesn't get any additional grant reimbursements the number carries over. Mr. Shewalter points out that this is income and revenue. Mr. Morris, Ms. Mounts, and Mr. Runion have no questions. Mr. Shewalter has no additional questions.

Ms. Anderson moves to page 12, Collections for the month of February and gives her report. The board has no questions. Mr. Shewalter moves to close item number 12 and moves to item number 13.

13) For Possible Action: Discussion and deliberation to approve or amend and approve payment vouchers for February 2024 through March 2024.

Shewalter makes a motion to approve the payment vouchers for February 2024 through March 2024. Mr. Morris seconds. The item opens for public comment. There is no public comment. The item opens for board questions. Ms. Green, Mr. Morris, Ms. Mounts, and Mr. Runion have no questions. Mr. Shewalter tells the new board members that if they need a couple of minutes to absorb the information, they may ask to pass, or that a recess can be taken so that they have an opportunity to read through pages and figure it out. Mr. Shewalter asks for a minute to look down the page.

Mr. Shewalter asks a question about T-Mobile \$2600. He asked if that was paid off for several months in advance. Ms. Anderson answers that that was AT&T. Ms. Anderson says we have one or two months left on AT&T credit which is why it shows no disbursement.

Shewalter asks what we're getting from T-Mobile. Ms. Anderson answers there was an issue from when Sprint merged with T-Mobile. The amount for the hotspots are currently being billed at 3 times higher than our current bill. After Ms. Anderson contacted T-Mobile about this issue she was instructed by the representative to not pay until the amount was correct. Because that was 4 months ago she felt it best to pay what the amount would be.

Mr. Shewalter asks if this is more than one month's payment, and Ms. Anderson replies that it is, that she thinks it's three or four months. Mr. Shewalter says that he knows it fluctuates but wants to know what it is for one month. Ms. Anderson replies that it's roughly \$600 a month and they've been billing us several times that amount. Mr. Shewalter asks if this is the only multiple-month payment you will have to make to get caught up with those months?

Ms. Anderson says for T-Mobile, yes, but that she thinks it's been taking them an

unreasonably long time for them to fix our account for it to go back to our regular \$600. She does not know what's taking them so long, but had been in contact with them through email and phone.

Mr. Shewalter states so by their regular business approach, this is going to happen more than just once.

Ms. Anderson states that she can still pay the regular amounts, but thought this would be an easier solution.

Mr. Shewalter asks if there is anything unusual in petty cash. Ms. Anderson says there isn't. It's a little bit lower this month.

Mr. Shewalter asks if we got the new refrigerator. Ms. Anderson says we did, and that it's working well. Mr. Shewalter asks if it was new. Ms. Anderson states that it was, and that it has five years insurance on it so that if there are any issues with it, we can take care of it.

Mr. Shewalter calls for board comment. There is none. Mr. Shewalter calls the question. Mr. Morris seconds. Item 13 is opened for public comment. There is none. Mr. Shewalter asks if there are any questions on the monthly expenditure vouchers. The board has none. The vote is called. Ms. Green, Mr. Morris, Ms. Mounts, Mr. Runion, and Mr. Shewalter vote yes.

The measure passes 5-0.

14) Librarian's Report by Vanja Anderson, Shanna Gibbons, and Alysha Wogee, for discussion on library activity for February 2024. Report activities include, but are not limited to, patron traffic, books checked out, books returned, fees collected, online story time, STEAM, internet use, website usage and materials added.

Ms. Anderson reads her report which can be found in backup on page 15.

Mr. Shewalter asked about the patron who had to be escorted out because of a dispute about the level of noise. Ms. Gibbons answered that he is a homeless patron who occasionally comes into the library and has lately become more agitated. He became irritated with the sound of another patron's flip flops as they walked by. Security escorted him out of the building. Mr. Shewalter is pleased to hear about the Security person dealing with the situation.

Mr. Shewalter asks about the vacuum trucks which were suggested to vacuum the water that accumulates in the driveway. Ms. Anderson replies that the water isn't apparently deep enough for the vacuum truck to work. Mr. Shewalter asks Commissioner Carbone to speak.

Commissioner Carbone says another solution might be to call Joe's Sanitation, or that there are other ways to deal with it. Mr. Shewalter replies that he didn't realize that vacuuming it up was even a possibility. Commissioner Carbone says it is, but whether they do it or not is the situation. Mr. Shewalter says it is something that they'll consider if it gets really bad. Commissioner Carbone says the road is on the list to be repaired. Mr. Shewalter observes that the drive on the north side seems to be deteriorating and worries that if it continues, we won't be able to use it.

Mr. Shewalter asks about the new head of the Reference Department, Kim Thomas.

The Board has no comment on this portion of the Librarian Report.

Ms. Gibbons mentions that the reason the flag is not up is because of repairs, but that it should be up soon. She gives the materials usage report. She also makes an announcement about the upcoming blood drive, and that walk-ins will be welcome, but that people can also make appointments.

Ms. Wogee reads the statistics for the children's programs which can be found in the backup. She explains to the new board members how they count the number of patrons using the various programs in the children's department. She briefly explains each of the programs that take place in her department.

The board has no comments. Mr. Runion is pleased that the circulation and programing numbers are increasing month after month and asks about how people can sign up for the blood drive. The staff answers that there is a link on the website and that information is available at the desk.

The motion is closed.

15) – Trustee, liaison comments

Commissioner Carbone thanks the team and is pleased with the numbers, and the good activity going on at the library.

Ms. Anderson proposes an agenda item for the next meeting asking that the amount that is reimbursed for classes be raised from \$150 to \$350 per credit.

Mr. Shewalter asks if it is for education. Ms. Anderson says it is.

Ms. Green says that she attended a webinar that dealt with finding funding opportunities for public libraries and that she will share that information when she receives that transcript.

Mr. Morris thanks everyone for coming to the meeting,

Ms. Mounts says that she got an itemized list of costs from Ms. Dixon so that she can let the commissioners know and that she will be inviting dogs to an upcoming Reading with Rover meeting.

Mr. Runion says that he appreciates being on the board and thanks the commissioners for appointing him.

Mr. Shewalter asks about the bookmobile. Ms. Anderson says the delay is because the library staff is spending all of their time on the tutoring and Reading with Dogs program.

Item number 15 is closed.

The meeting adjourns.

Expense Report

Apr-24

FY 24	Current	Year to Date	Budget	Balance	% of Budget	% Remain	Period
5311 Operating Expense	\$ 4,571.98	47595.48	\$ 82,500.00	\$ 34,904.52	58%	42%	9
5312 Office Expense	\$ 1,434.54	\$ 6,704.14	\$ 14,000.00	\$ 7,295.86	48%	52%	9
5321 Advertising	\$ 122.00	\$ 695.00	\$ 2,000.00	\$ 1,305.00	35%	65%	9
5322 Postage	\$ 35.00	\$ 61.35	\$ 1,000.00	\$ 938.65	6%	94%	9
5331 Travel			\$ 1,000.00	\$ 1,000.00	0%	100%	9
5335 Training		\$ 523.00	\$ 3,000.00	\$ 2,477.00	17%	83%	9
5341 Communications		\$ 10,287.15	\$ 15,000.00	\$ 4,712.85	69%	31%	9
5342 Utilities	\$ 3,809.81	\$ 30,850.00	\$ 42,500.00	\$ 11,650.00	73%	27%	9
5352 Building	\$ 3,967.44	\$ 4,822.89	\$ 15,000.00	\$ 10,177.11	32%	68%	9
5354 Equipment		\$ 2,666.01	\$ 10,000.00	\$ 7,333.99	27%	73%	9
5361 Professional			\$ 2,000.00	\$ 2,000.00	0%	100%	9
5365 Subscriptions & Due			\$ 1,000.00	\$ 1,000.00	0%	100%	9
5369 Other Contractual Ser.	\$ 122.00	\$ 11,784.94	\$ 30,000.00	\$ 18,215.06	39%	61%	9
5371 Property Insurance			\$ 40,000.00	\$ 40,000.00	0%	100%	9
3595 Grants		\$ 4,667.90					9
Total	\$ 14,062.77	\$ 120,657.86	\$ 259,000.00	\$ 138,342.14	47%	58%	9
5110 Salaries	\$ 42,061.32	\$ 363,247.64	\$ 615,000.00	\$ 251,752.36	59%	41%	9
Benefits	\$ 19,703.79	\$ 177,760.74	\$ 269,063.00	\$ 91,302.26	66%	34%	9
Total	\$ 61,765.11	\$ 541,008.38	\$ 884,063.00	\$ 343,054.62			
Grand Total	\$ 75,827.88	\$ 661,666.24	\$ 1,143,063.00	\$ 481,396.76	58%	42%	9
5610 Capital		\$ 3,414.00	\$ 757,940.00	\$ 754,526.00	0%	100%	9

Item 9

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Pahrump Library Expenditures FY 24 Cumulative Account

Budget	July	August	September	October	November	December	January	February	March	April	May	June
Salaries & Wages	31,824.70	70,932.62	110,010.05	167,602.29	205,584.31	224,557.78	281,290.87	321,186.32	363,247.64			
Retirement	8,261.56	19,672.44	31,134.25	48,344.37	59,862.45	65,621.50	82,898.62	94,990.23	107,252.02			
Workers Comp		3,488.25	3,488.25	3,488.25	3,488.25	3,488.25	3,488.25	3,488.25	3,488.25			
Group Insurance	6,608.58	13,216.95	19,825.32	26,433.69	33,042.06	33,042.06	46,258.80	52,867.17	59,475.54			
Medicare	452.40	1,008.42	1,563.98	2,382.50	2,927.72	3,197.50	4,003.37	4,570.81	5,169.65			
Social Security	251.38	564.20	865.71	1,251.27	1,474.44	1,584.94	1,904.83	2,140.49	2,375.28			
Unemployment												
Total Labor	47,398.62	108,882.88	166,887.56	249,502.37	306,379.23	331,492.03	419,844.74	479,243.27	541,008.38	0.00	0.00	-
Operating Expense												
Office Expense	5,177.22	10,418.47	14,225.44	15,312.87	24,369.05	33,045.13	33,276.02	40,752.96	47,595.48			
Advertising			1,380.30	1,670.79	2,503.94	3,469.89	3,677.84	5,927.20	6,704.14			
Postage					122.00	122.00	329.00	512.00	695.00			
Travel									61.35			
Training							249.00	246.00	523.00			
Communications	193.33	2,273.89	3,241.86	3,245.34	3,446.31	7,435.42	7,610.42	7,617.35	10,287.15			
Utilities	4,468.33	5,213.75	10,775.43	15,686.23	20,052.43	21,543.22	24,037.11	27,372.05	30,850.00			
Professional												
Building			1,343.42	1,978.42	3,260.42	3,260.42	4,535.42	4,822.89	4,822.89			
Equipment		96.00	96.00	833.62	1,549.62	1,549.62	2,089.57	2,089.57	2,666.01			
Subscriptions/Dues												
Other Contractual		2,073.50	4,983.40	6,086.31	7,972.83	8,348.37	8,497.83	11,051.20	11,784.94			
Property Insurance												
Grants							4,152.07	4,152.07	4,667.90			
Total Supplies	259,000.00	9,838.88	20,075.61	36,045.85	44,813.58	63,276.60	88,454.28	104,543.29	120,657.86	0.00	0.00	0.00
Grand Total	1,143,063.00	57,237.50	128,958.49	202,933.41	294,315.95	369,655.83	508,299.02	583,786.56	661,666.24	0.00	0.00	0.00
Capital Projects				3,414.00	3,414.00	3,414.00	3,414.00	3,414.00	3,414.00			

Pahrump Library Revenues FY 2024 Cumulative

	August	September	October	November	December	January	February	March	April	May	June	Budget
TAXES												
Property	65,464.03	433,482.71	464,764.31	649,260.46	652,657.01	839,111.40	903,592.15	1,039,504.63				1,125,098.00
INTERGOVERNMENTAL												
Consolidated Tax			15,880.25	30537.62	46,146.61	59,843.04	74,418.83	90,167.25				
SCCRT Loss												
Grants				12,547.02	14,905.07	18,737.00	18,737.00	18,737.00				
FINES												
Fines and Forfeiture	381.15	813.40	813.40	813.40	1,707.65	1,863.05	2,321.05	2,707.40				
CHARGES FOR SERVICES												
Photo Copies/Fax/ Notary	2,480.30	3,462.85	6,015.25	7,221.95	8,260.40	9,494.94	10,963.12	12,049.92				14,000.00
Miscellaneous/Books	2,830.64	3,860.14	5,114.24	6,490.59	8,526.34	10,065.34	11,457.57	12,725.72				22,000.00
Total Revenues	71,156.12	441,619.10	492,587.45	706,871.04	732,203.08	939,114.77	1,021,489.72	1,175,891.92	0.00	0.00	0.00	1,161,098.00
Expenditures												
Salaries and Benefits	108,882.88	166,887.56	249,502.37	306,379.23	331,492.03	419,844.74	479,252.27	541,008.38				
Services and Supplies	20,075.61	36,045.85	44,813.58	63,276.60	78,774.07	88,454.28	110,997.05	120,657.86				
Total Expenditures	128,958.49	202,933.41	294,315.95	369,655.83	410,266.10	508,299.02	590,249.32	661,666.24	0.00	0.00	875,139.67	
Revenue minus expense	-57,802.37	238,685.69	198,271.50	337,215.21	321,936.98	430,815.75	431,240.40	514,225.68	0.00	0.00	-875,139.67	
End of year												
Cash in Hand												

Vanja Anderson

Collections for Month of Mar 24

Day	Credit-Ref	Fax-Ref	Copies-Ref	Donations-Rk	Misc.	Notary	Donations Circ	Fines-Circ	Misc.-Circ	Used Books	Book-tique	Lost	Raffle	Copies-Circ	Credit-Circ	People	Swap
Fri	1 \$ 4.80	\$ -	\$ 22.60	\$ 2.25	\$ 0.10	\$ -	\$ -	\$ 1.35	\$ -	\$ 15.00	\$ 9.00	\$ -	\$ -	\$ -	\$ 17.44	217	10
Sat	2 \$ 2.00	\$ -	\$ 9.40	\$ 0.10	\$ -	\$ -	\$ 5.10	\$ 2.00	\$ -	\$ 29.40	\$ -	\$ -	\$ -	\$ -	\$ 3.30	240	2
Sun	3																
Mon	4 \$ 25.00	\$ 4.00	\$ 32.95	\$ 1.70	\$ -	\$ -	\$ -	\$ 18.75	\$ -	\$ 56.50	\$ 6.00	\$ -	\$ -	\$ -	\$ 3.50	295	41
Tues	5 \$ 75.50	\$ 5.00	\$ 39.40	\$ 1.30	\$ 1.00	\$ -	\$ 8.00	\$ 4.50	\$ -	\$ 32.00	\$ 1.00	\$ 2.00	\$ -	\$ -	\$ 11.40	268	6
Wed	6 \$ 9.20	\$ 9.00	\$ 38.10	\$ 27.45	\$ -	\$ -	\$ 3.00	\$ 57.50	\$ -	\$ 37.50	\$ 14.50	\$ -	\$ -	\$ -	\$ 16.00	238	13
Thur	7 \$ 23.84	\$ 1.00	\$ 22.00	\$ 2.25	\$ -	\$ 10.00	\$ -	\$ -	\$ -	\$ 22.40	\$ -	\$ 1.00	\$ -	\$ -	\$ 50.88	227	43
Fri	8 \$ 62.46	\$ -	\$ 35.20	\$ 5.00	\$ -	\$ -	\$ 20.25	\$ 2.55	\$ -	\$ 5.10	\$ 5.00	\$ -	\$ -	\$ -	\$ 3.00	194	14
Sat	9 \$ 1.40	\$ 3.00	\$ 17.50	\$ 0.20	\$ -	\$ -	\$ -	\$ 17.85	\$ -	\$ 31.50	\$ 6.00	\$ -	\$ -	\$ -	\$ 15.97	325	6
Sun	10																
Mon	11 \$ 6.70	\$ 5.00	\$ 41.30	\$ 8.90	\$ -	\$ -	\$ 1.50	\$ 5.00	\$ -	\$ 23.00	\$ 2.00	\$ -	\$ -	\$ -	\$ 11.00	273	22
Tues	12 \$ 4.65	\$ -	\$ 54.30	\$ 5.70	\$ -	\$ -	\$ -	\$ 15.75	\$ -	\$ 12.50	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.09	248	30
Wed	13 \$ 16.00	\$ 12.00	\$ 24.20	\$ 2.75	\$ -	\$ -	\$ 1.65	\$ 9.85	\$ -	\$ 6.10	\$ 6.50	\$ 1.00	\$ -	\$ -	\$ 9.06	206	8
Thur	14 \$ 39.41	\$ 9.00	\$ 21.90	\$ 0.20	\$ -	\$ -	\$ 5.00	\$ 12.65	\$ -	\$ 51.50	\$ -	\$ -	\$ -	\$ -	\$ 14.00	210	23
Fri	15 \$ 4.00	\$ 2.00	\$ 18.15	\$ 3.20	\$ -	\$ -	\$ 0.20	\$ 27.20	\$ -	\$ 15.00	\$ 11.00	\$ -	\$ -	\$ -	\$ 4.00	229	2
Sat	16 \$ 4.60	\$ 3.00	\$ 22.40	\$ -	\$ 1.00	\$ -	\$ -	\$ 8.65	\$ -	\$ 3.50	\$ 5.50	\$ 2.00	\$ -	\$ -	\$ 23.50	178	29
Sun	17																
Mon	18 \$ 14.60	\$ 5.00	\$ 47.80	\$ 20.65	\$ -	\$ 20.00	\$ 5.00	\$ 3.90	\$ -	\$ 18.10	\$ 2.00	\$ -	\$ -	\$ -	\$ 51.90	292	14
Tues	19 \$ 2.30	\$ 11.00	\$ 51.20	\$ 8.35	\$ -	\$ 60.00	\$ -	\$ 6.75	\$ -	\$ 16.00	\$ 9.00	\$ -	\$ -	\$ -	\$ 6.30	248	4
Wed	20 \$ 2.60	\$ -	\$ 21.85	\$ 0.15	\$ -	\$ 20.00	\$ 1.00	\$ 17.25	\$ -	\$ 17.00	\$ 1.00	\$ 1.00	\$ -	\$ -	\$ 146.23	270	20
Thur	21 \$ -	\$ 7.00	\$ 47.55	\$ 1.90	\$ -	\$ -	\$ -	\$ 0.90	\$ -	\$ 25.50	\$ 1.00	\$ -	\$ -	\$ -	\$ -	244	38
Fri	22 \$ 4.00	\$ 3.00	\$ 26.80	\$ 1.90	\$ -	\$ -	\$ 7.50	\$ 8.40	\$ -	\$ 29.00	\$ 12.50	\$ 1.00	\$ -	\$ -	\$ -	172	6
Sat	23 \$ 8.40	\$ -	\$ 18.20	\$ 0.30	\$ -	\$ -	\$ 1.00	\$ 51.10	\$ -	\$ 39.50	\$ 12.00	\$ 2.00	\$ -	\$ -	\$ 18.30	296	8
Sun	24																
Mon	25 \$ 10.20	\$ 14.00	\$ 80.10	\$ 3.50	\$ -	\$ -	\$ -	\$ 11.35	\$ -	\$ 16.20	\$ 9.00	\$ -	\$ -	\$ -	\$ 21.00	264	18
Tues	26 \$ 3.40	\$ 3.00	\$ 29.00	\$ 4.80	\$ -	\$ 20.00	\$ -	\$ 8.50	\$ -	\$ 33.00	\$ -	\$ -	\$ -	\$ -	\$ 3.00	209	16
Wed	27 \$ 9.20	\$ 1.00	\$ 52.70	\$ 0.40	\$ -	\$ -	\$ 2.00	\$ 56.05	\$ -	\$ 16.70	\$ 7.00	\$ 1.00	\$ -	\$ -	\$ 40.00	278	0
Thur	28 \$ 15.55	\$ 5.00	\$ 24.80	\$ 1.10	\$ -	\$ 20.00	\$ 14.50	\$ -	\$ -	\$ 20.00	\$ 2.00	\$ -	\$ -	\$ -	\$ 44.80	209	17
Fri	29 \$ 6.30	\$ 12.00	\$ 23.40	\$ -	\$ -	\$ -	\$ 0.25	\$ 0.35	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ 55.50	195	2
Sat	30																
Sun	31																
	Credit-Ref	\$ 114.00	\$ 822.80	\$ 104.05	\$ 2.00	\$ 150.00	\$ 75.95	\$ 348.15	\$ -	\$ 602.00	\$ 125.00	\$ 11.00	\$ -	\$ -	Credit-Circ	6025	392
		\$ 391.11													\$ 573.17		
	Cash Total		\$ 2,354.95													\$ 964.28	
	Grand Total		\$ 3,319.23														

General Fund Payments

Mar-24

Vendor Name	Item	Recurrence	Amount
A & H Insurance	Insurance	Annual	\$
A to Z Databases	Databases	Annual	\$
AT&T	Phone	Monthly/Annual	\$ 15.46
Awards Plus	Supplies	As Needed	\$
Baker & Taylor	Books	Monthly	\$ 537.50
Blackstone Audio	Audio	Monthly	\$ 1057.48
Book Page	Magazine	Yearly	\$
C&S Waste Solutions	Trash	Monthly	\$ 155.92
Center Point Large Print	Books	Yearly / As needed	\$
Comtech Business System	Phone	As Needed	\$
Cutting Edge Lawn Care	Lawn	Monthly	\$ 135.00
Daniel C. McArthur	Accountant	As Needed	\$
Data2	Databases	As Needed	\$ 365.46
Demco	Supplies	As Needed	\$ 580.95
EBSCO	Databases	As Needed	\$
Findaway	Audio	Monthly	\$ 438.88
Follet	ebooks	Annual	\$
Gale	Books	Monthly	\$ 546.12
Genuine Pest Control	Pest Control	Monthly	\$
Great Basin Water	Water	Monthly	\$ 599.89
Grey House Publishing	Books	As Needed	\$
Jon Aire	HVAC	As Needed	\$ 3256.00
Johnson Controls	Alarm	Annual	\$
Kully	Equipment	As Needed	\$
Las Vegas Review Journal	Ads	As Needed	\$ 122.00
Legislative Counsel Bureau	Books	As Needed	\$
Library Store	Supplies	As Needed	\$
Marks Service Center	Supplies	As Needed	\$
Mastercraft Electronics	Electronics	As Needed	\$
Nevada Library Cooperative	ebooks	As Needed	\$
Nevada Public Agency Insurance Pool	Insurance	Annual	\$
Network Savants	IT	As Needed	\$ 784.14
Office1	Copies	Monthly	\$ 576.44
Pahrump Valley Glass	Windows	As Needed	\$
Peter's Carpet Cleaning	Carpet	As Needed	\$
Petty Cash	Misc.	Monthly	\$ 4038.75
Pitney Bowes	Supplies	As Needed	\$ 35.00
Proquest	Database	Annual	\$ 1611.08
Public Agency Compensation Trust	Workers Comp	Quarterly	\$
Staples	Supplies	As Needed	\$ 853.59
State of Nevada Legislative Counsel Bureau	Books	As Needed	\$
Statewide Fire Protection	Inspection	As Needed/Quarterly	\$
Summit	Fire Protection	As Needed	\$
T-Mobile	Hotspots	Monthly	\$
USA Today	Newspaper	As Needed	\$
Userful	Computers	Annual	\$
Valley Electric	Power	Monthly	\$ 2632.54
Valley Electric	Internet	Monthly	\$ 419.46
Vortex	Doors	As Needed	\$
World Book	Books	As Needed	\$

Total		\$	18,761.66
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See Authorization to Pre-Pay Letter

Kelly Green

John Shewalter

Dee Mounts

Matt Morris

Michael Runion

Item 10

16

Vendor Name	Item	Recurrence	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
A and H Insurance	Insurance	Annual			\$ 32,225.22										
AIA	Professional Org	Annual													
AKSL	Professional Org	Annual													
Amazon	Books/Equipment	As needed													
AT&T	Phone	Monthly					\$ 1,386.77	\$ 273.86						\$ 1,780.00	\$ 15.46
AT&T databases	Database Service	Annual													
Awards Plus	Supplies	As Needed													
Balke & Taylor	Books	Monthly	\$ 1,614.89	\$ 326.60	\$ 1,224.05	\$ 332.17	\$ 926.95	\$ 1,194.90	\$ 1,206.94	\$ 4,189.02	\$ 383.88	\$ 1,506.51	\$ 1,123.45	\$ 1,686.51	\$ 537.50
Blackstone Audio	Audio	Monthly	\$ 331.05	\$ 231.74	\$ 399.62	\$ 446.49	\$ 719.41					\$ 2,248.64			\$ 1,057.48
Book Page	Magazine	Yearly													
Books	Books	Monthly		\$ 160.14	\$ 315.42	\$ 156.53	\$ 169.20	\$ 169.20	\$ 164.67		\$ 402.00	\$ 170.39		\$ 170.39	\$ 155.92
Books	Books	Yearly/As Needed			\$ 2,869.20				\$ 2,869.20						
Books	Books	As needed				\$ 250.00			\$ 125.00						
Books	Phones	As needed													
Books	Phones	Monthly	\$ 180.00	\$ 940.00	\$ 585.00	\$ 180.00	\$ 180.00	\$ 275.00		\$ 405.00	\$ 225.00	\$ 315.00			\$ 135.00
Books	Lawn	Monthly													
Books	Cutting Edge Lawn Care	As Needed			\$ 11,829.00	\$ 915.00									
Books	Accountant	As Needed													
Books	Databases	As Needed			\$ 424.82										\$ 365.46
Books	Supplies	As Needed			\$ 468.12	\$ 4,675.00	\$ 221.11	\$ 56.41	\$ 6,841.00		\$ 401.88		\$ 1,020.64	\$ 388.88	\$ 438.88
Books	Database Service	As Needed	\$ 608.81	\$ 803.76		\$ 409.88	\$ 1,164.66		\$ 377.88					\$ 733.74	
Books	Audio	Monthly			\$ 432.88										
Books	eBooks	Yearly													
Books	Books	Monthly	\$ 633.74	\$ 312.34	\$ 588.39	\$ 344.98	\$ 316.12	\$ 873.16	\$ 488.67	\$ 462.08	\$ 657.67	\$ 474.20	\$ 296.10	\$ 456.97	\$ 546.12
Books	Pest Control	Monthly	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Books	Water	Monthly													
Books	Great House Publishing	As Needed	\$ 619.44	\$ 599.00	\$ 623.92	\$ 601.49	\$ 597.22	\$ 1,173.44	\$ 1,206.54	\$ 874.99	\$ 1,155.73	\$ 901.81	\$ 589.75	\$ 604.60	\$ 599.89
Books	Industrial Light and Power	As Needed													
Books	Lights	As Needed	\$ 9,611.00												
Books	HVAC	As needed	\$ 2,900.00		\$ 2,313.00				\$ 292.00			\$ 960.00			\$ 3,256.00
Books	JonAire	As needed	\$ 952.19					\$ 2,221.60					\$ 1,873.37		
Books	Alarm	As Needed			\$ 915.00	\$ 244.00				\$ 122.00	\$ 244.00	\$ 451.00	\$ 183.00	\$ 185.00	\$ 122.00
Books	Ads	As Needed	\$ 244.00	\$ 244.00	\$ 915.00	\$ 244.00									
Books	Legislative Counsel Bureau	Bi-Annual					\$ 125.00								
Books	Supplies	As Needed			\$ 331.05										
Books	Equipment	As Needed													
Books	Equipment	As Needed							\$ 192.20						
Books	Supplies	As Needed	\$ 733.31		\$ 169.00	\$ 254.40		\$ 503.25	\$ 503.25	\$ 798.15	\$ 119.00	\$ 594.90		\$ 443.75	
Books	Electronics	As Needed					\$ 1,024.00								
Books	eBooks	Annual			\$ 4,000.00										
Books	Insurance	As Needed			\$ 500.00	\$ 500.00								\$ 500.00	
Books	Insurance	As Needed	\$ 634.47	\$ 2,526.92	\$ 528.82	\$ 1,923.00	\$ 688.30	\$ 952.91	\$ 1,736.52	\$ 375.00			\$ 330.00	\$ 300.00	\$ 784.14
Books	IT	Monthly	\$ 981.00	\$ 96.00	\$ 449.02	\$ 96.00	\$ 96.00	\$ 737.62	\$ 591.00		\$ 593.95	\$ 106.00	\$ 470.44	\$ 470.44	\$ 576.44
Books	Copies	Monthly													
Books	Trash	Monthly							\$ 1,518.42				\$ 287.47		
Books	Pahrump Valley Disposal	As needed	\$ 5,000.00												
Books	Peter's Carpet Cleaning	Monthly	\$ 2,490.10	\$ 554.39	\$ 4,162.84	\$ 4,713.47	\$ 3,116.19	\$ 1,311.57	\$ 1,728.94	\$ 2,650.11	\$ 1,525.34	\$ 4,039.66	\$ 3,816.57	\$ 1,798.35	\$ 4,038.75
Books	Petty Cash	As Needed			\$ 122.06	\$ 35.00		\$ 61.08		\$ 35.00			\$ 96.08	\$ 61.35	\$ 35.00
Books	Supplies	As Needed				\$ 1,556.60									\$ 1,611.08
Books	Database	Annual													
Books	Workers Comp	As Needed				\$ 3973.5	\$ 5,113.50								
Books	Public Agency Compensation Trust	As Needed													
Books	Hotspots	Monthly	\$ 689.10	\$ 690.10	\$ 690.90	\$ 690.10	\$ 690.50	\$ 700.00							
Books	Supplies	As Needed	\$ 200.86	\$ 155.10	\$ 231.20	\$ 509.60	\$ 174.00					\$ 567.43			\$ 853.59
Books	State of Nevada Legislative Counsel Bureau	As Needed													
Books	Inspection	As Needed/Quarterly	\$ 95.00	\$ 1,580.00		\$ 1,615.00			\$ 585.00						
Books	Fire Protection	As needed											\$ 700.00	\$ 700.00	
Books	T-Mobile	As needed												\$ 2,664.00	
Books	USA Today	As needed	\$ 398.55												
Books	NewsPaper	As needed													
Books	Computers	Yearly	\$ 3,585.00		\$ 2,390.00										
Books	Userful	Monthly	\$ 2,697.08	\$ 2,174.36	\$ 592.70	\$ 2,793.76	\$ 2,762.09	\$ 4,968.73	\$ 3,917.54	\$ 3,194.61	\$ 2,910.94	\$ 2,423.50	\$ 3,334.94	\$ 3,034.02	\$ 2,682.54
Books	Power	Monthly	\$ 187.78	\$ 185.00	\$ 370.00	\$ 185.00	\$ 190.08	\$ 215.00	\$ 195.00	\$ 175.00	\$ 175.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 419.46
Books	Internet	Monthly													
Books	Doors	As Needed			\$ 559.00										
Books	World Books	As Needed			\$ 920.55										

Pahrump Community Library District
Doris Shirky, Founder
701 East Street Pahrump, NV 89041
775-727-5930 Fax 775-727-6209

John Shewalter – Chairman
Michael Runion – Vice Chairman
Kelly Green – Secretary
Dee Mounts – Trustee
Matt Morris – Trustee

LIBRARIAN'S REPORT

April 8, 2024

Shanna held an adult craft class and it was very successful. Our advertising was effective and she had more people show up than expected. Because her sign-up sheet was already full she unfortunately has to turn some away. She is looking to do have similar events in the future.

We have had a few patron issues. One person was upset that he had fines on his account and told us he never checked out the items. While upset, he did pay the fines and we added a note to his account. Another was caught looking at inappropriate material and after one warning was escorted out by security.

BUILDING NEWS: I was informed that we are experiencing issues with our HVAC. This matter is part of this month's backup.

EMPLOYEES: Patty has decided to resign from her part time Circulation position. Interviews have been extended to four candidates. We are hoping to find a proper replacement early in April and extend an offer after that.

Item 11

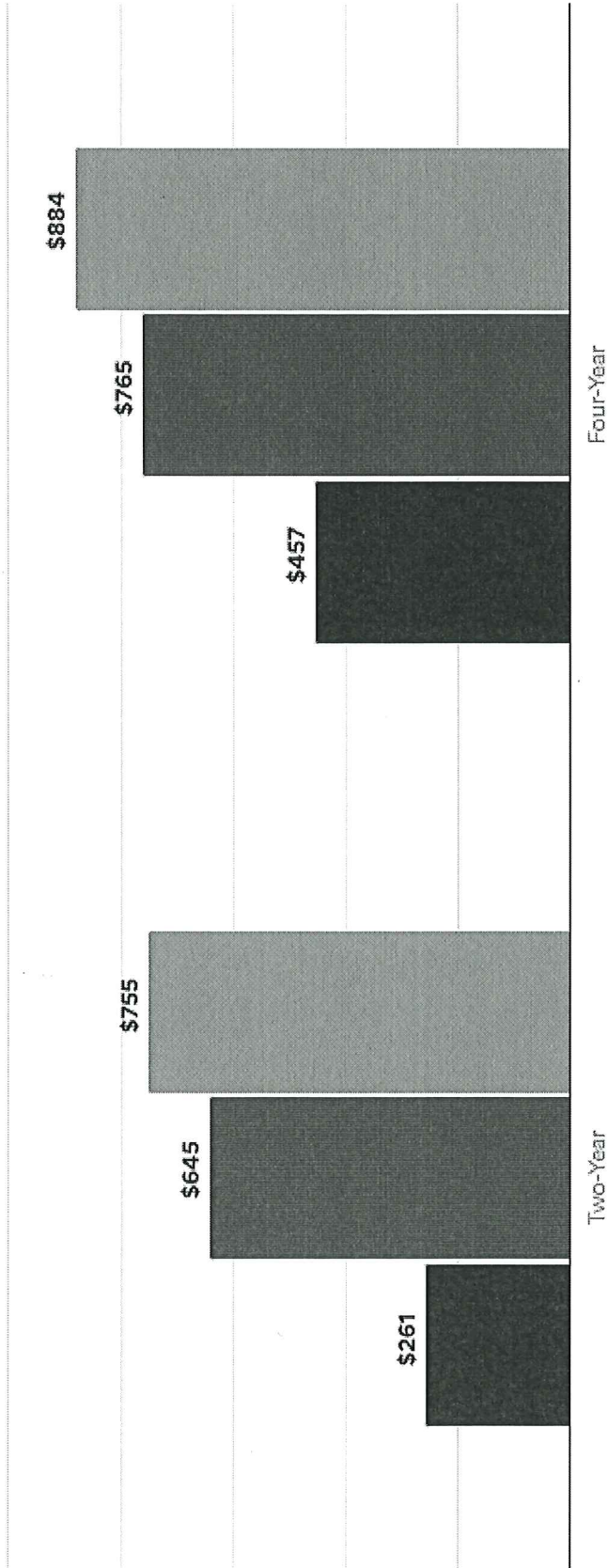
18

MATERIALS WITH USAGE July 1, 2023 - June 30, 2024

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
TOTAL USAGE	6519	6973	6467	6660	6483	5901	6923	6618	7020
Childrens' (in-house)	1471	1771	1813	1916	1955	1449	1790	1830	2115
Adults' (in-house)	3599	3760	3283	3405	3313	3101	3706	3460	3522
TOTAL USAGE (in-house)	5070	5531	5096	5321	5268	4550	5496	5290	5637
OverDrive (digital media)	1425	1420	1358	1339	1215	1351	1427	1328	1383
Mango Languages (digital learnin	24	22	13	0	0	0	0	0	0
TOTAL USAGE (digital)	1449	1442	1371	1339	1215	1351	1427	1328	1383
% childrens' (in-house)	0.29	0.32	0.36	0.36	0.37	0.32	0.33	0.35	0.38
% adults' (in-house)	0.71	0.68	0.64	0.64	0.63	0.68	0.67	0.65	0.62
TOTAL MATERIALS ADDED	194	225	157	192	161	173	178	247	128
in-house materials added	176	204	136	176	144	158	157	227	112
eAudio titles added	11	9	10	4	4	5	8	8	6
eBook titles added	7	12	11	12	13	10	13	12	10
streaming video titles added	0	0	0	0	0	0	0	0	0
Patron Count	5766	6028	5470	6198	5318	4708	5763	6411	6167
Swaps	373	452	403	432	387	414	369	423	395
Internet users (website)	736	802	776	766	705	730	806	822	1009
Sessions	1191	1369	1259	1248	1139	1157	1424	1318	1368
Internet/computer usage	679	744	707	814	731	719	745	690	842
Wireless	820	797	642	769	816	788	942	796	920
Ref Transactions	1125	1261	1106	1254	1247	1191	1126	1320	1285
Ref Questions/ILL's	50	76	59	57	82	63	77	79	61
Legal Kiosk							21	27	7
Curbside Pickups	47	53	60	53	60	67	74	58	37
Curbside Returns	50	74	57	78	72	51	73	55	45
Patrons	22	25	23	23	25	22	27	24	31
Adult Craft Class	0	210	78	39	22	16	26	10	18
E-recycle Event									51 Cars
S.T.E.A.M.	0	0	167	128	145	95	141	162	138
Babytime	0	0	123	179	156	86	79	172	61
Story Time	0	0	123	124	144	67	76	165	51
Nevada Reading Week	96	12	0	0	35	10	0	0	680
Pass Pro - Dr Seuss Fav.	0	0	0	9	0	81	0	32	45
Holiday Parties	0	0	0	56	0	76	0	0	0
Teen Club/Teen Party	59	45	30	69	36	30	31	60	67

Average Net Cost of College by Credit Hour, 2020-2021

■ Public ■ Private For-Profit ■ Private Nonprofit

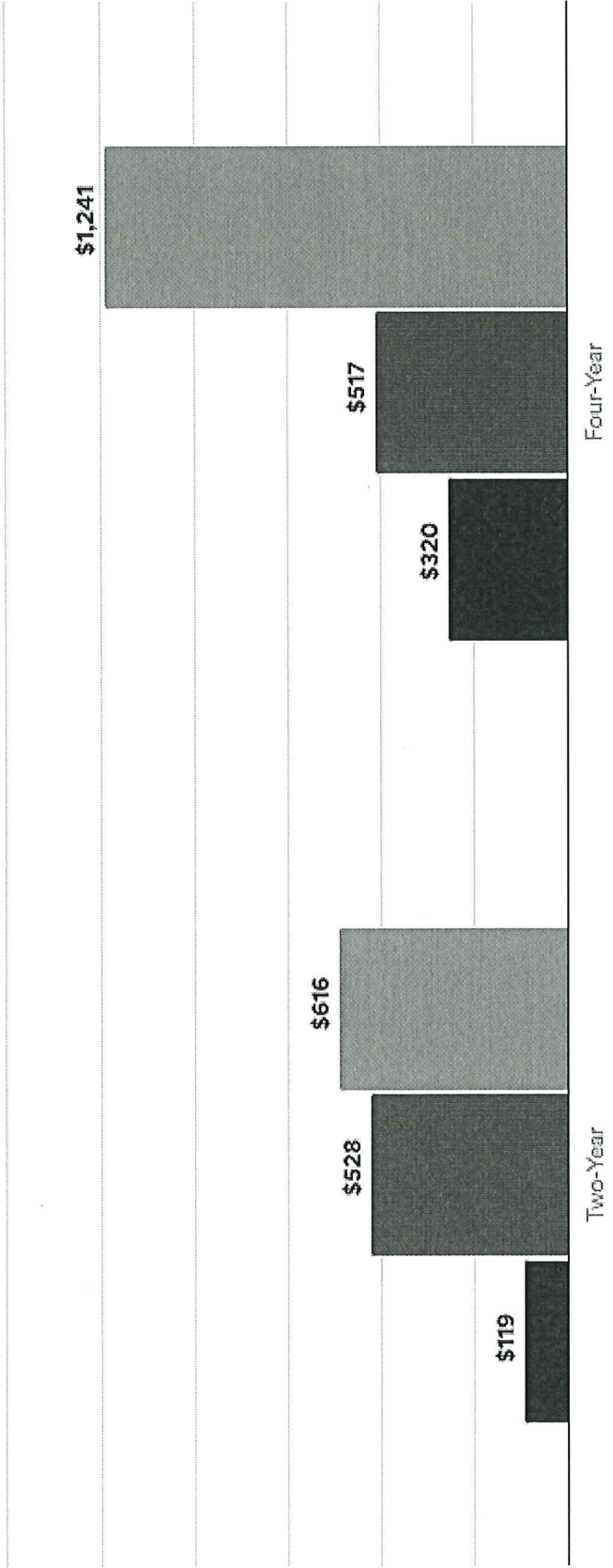


Source: NCES[5]

Item 160

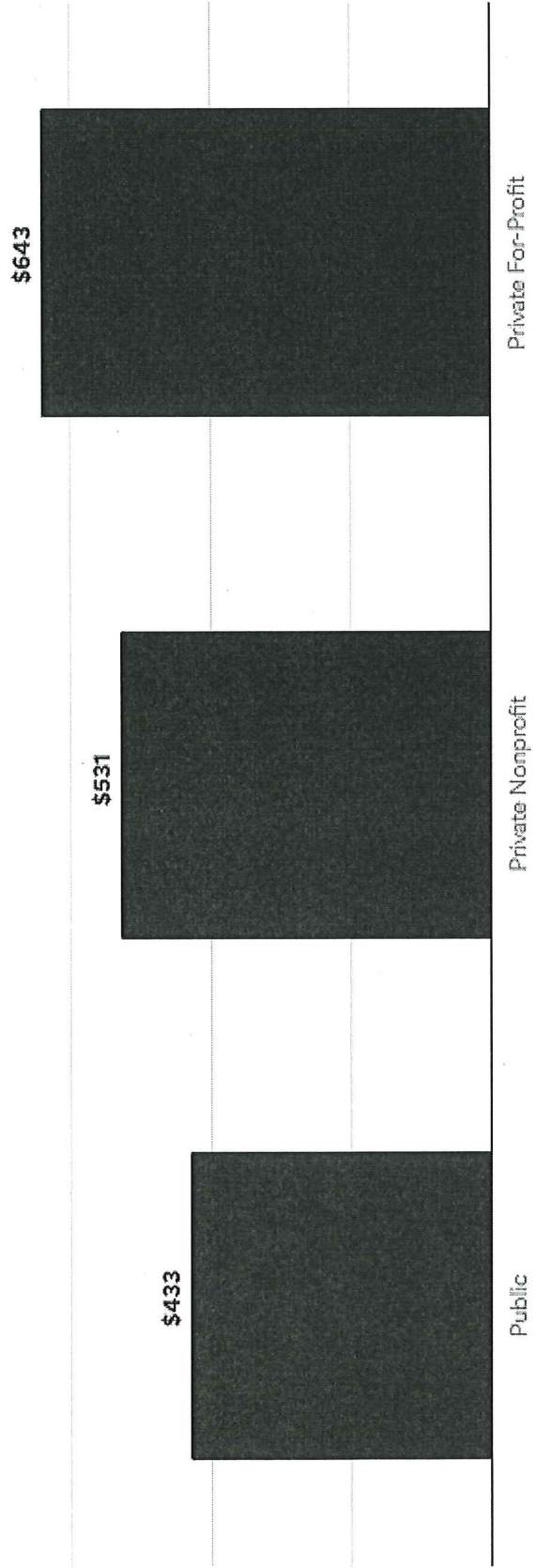
Average Tuition Per Credit Hour 2021-2022

- Public
- Private For-Profit
- Private Nonprofit



Source: National Center for Education Statistics (NCES)[1]

Average Net Cost Per Credit Hour at Online Colleges



Source: NCES College Navigator Database^[5]



2770 E. Charleston Park Ave.
 Pahrump, NV 89048
 (775) 751-2372
 service@jonaire.com
 License # 54922 Limits 950,000.00

Estimate 33668179
 Estimate Date 3/22/2024

Billing Address
 Pahrump Community Library
 701 East Street
 Pahrump, NV 89048 USA

Job Address
 Pahrump Library
 701 East Street
 Pahrump, NV 89048 USA

Description of work

Find and repair leak on RTU #3 Circuit 1

Task #	Description	Quantity	Your Price	Total
REF-Repair-410a	Includes up to 8 lbs. of r-410a refrigerant. Your technician will search for and repair the leak. Evacuate system and charge virgin refrigerant to manufactures specification. More refrigerant addition may be necessary. <u>There is no warranty for this procedure.</u>	1.00	\$943.00	\$943.00
REF-410A-VIR-COMM	r-410a refrigerant . It is ozone safe and offers higher efficiency capabilities.	12.00	\$50.00	\$600.00
Soldering	Brazing is a method of utilizing a flame to heat the material and melting solder to bond.	1.00	\$35.00	\$35.00
Evacuation	A system must have all contaminants removed in order to operate correctly. The removal of unwanted molecules is referred to as evacuation. Your technician will connect his guages and vacuum pump to your system and begin pulling a vacuum. He will then pull the system pressure down until a standing 500 micron vacuum minimum. At this pressure there is a guarantee that no air or humidity is left in the system. An evacuation on a severely contaminated system can take a fair amount of time.	1.00	\$75.00	\$75.00
Recovery	Refrigerant recovery involves removing, storing, or disposing of the product that is used inside of your HVAC/R system. All equipment and practices are tightly controlled by the United States Environmental Protection Agency.	1.00	\$100.00	\$100.00

Sub-Total	\$1,753.00
Tax	\$0.00
Total Due	\$1,753.00
Deposit/Downpayment	\$0.00

Parts Warranty: All parts as recorded are warrantee as per manufacturer specification.

Travel Time not included in Warranty

Labor Warranty: The labor charge as recorded here relative to the equipment serviced as noted is warrantied for a period of 30 days

Financing Available O.A.C.

I have the authority to order the work and do so order as outlined. It is agreed that the seller will retain title to any equipment or materials purchased until final and complete payment is made and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. JonAire, Inc is not responsible for any damages to property while making repair. Should JonAire, Inc bring suit in court to enforce the terms of the contract, any judgement awarded to JonAire, Inc will include cost and attorney's fees. Any part of contract not paid in 90 days will be subject to monthly finance charges of 1.75%.

Item 17

MAINTENANCE SERVICE AGREEMENT

THIS MAINTENANCE SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between Pahrump Community Library, 701 East Street, Pahrump, Nevada 89048 ("Library"), and JonAire, 2770 E. Charleston Park Ave., Pahrump, Nevada, 89048 ("Contractor"). The Library and the Contractor may be individually referred to as “Party” or collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Library desires quarterly service and inspection of the heating, ventilation and air conditioning (“HVAC”) system.

WHEREAS, Contractor is a licensed contractor in the State of Nevada and desires to contract with Library to provide inspection and maintenance of the Library’s HVAC system in accordance with the scope of services and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, it is hereby agreed by and between the Parties as follows:

1. **SCOPE OF WORK.** Contractor shall provide the following on a Quarterly Basis:
 - 1.1 Visual inspection of all HVAC (4) packaged units and control systems; and
 - 1.2 Visual inspection of Mini Split unit and Wash Filter; and
 - 1.3 Replace of all Air Filters (40 filters) MERV 8; and
 - 1.4 Replace or adjust all blower drive belts, as needed; and
 - 1.5 Annual coil cleaning and as needed on a Quarterly Basis; and
 - 1.6 Maintenance report provided at the time of each inspection detailing inspection findings and describing recommended repairs not covered by this Agreement.

2. **PROVISION OF SERVICES.**

2.1 Contractor shall provide all material and labor to perform the services set forth in this Agreement in a workmanlike manner according to standard industry practices.

2.2 All materials are guaranteed to be as specified in this Agreement. In the event the materials specified in this Agreement are no longer available, then comparable materials of kind and quality shall be substituted at the discretion of Contractor. Any alteration or deviation in materials, except as herein identified, involving extra costs will be executed only upon written orders, and shall become an extra charge over and above the Agreement price.

2.3 All services performed under this Agreement shall be conducted during normal business hours.

2.4 "Quarterly Basis" shall be defined as services being performed under this Agreement on the following months: March; June; September; and December.

3. **EXCLUSIONS.** Replacement parts not set forth in the Scope of Services, at paragraph 1, including but not limited to motors, capacitors, and contactors.

4. **TERM.** This Agreement shall commence on the first Quarterly Basis month following execution by all Parties and shall continue until otherwise cancelled by either Party as set forth in this Agreement.

5. **PRICE.**

5.1 Contractor shall invoice Library on a Quarterly Basis the amount of eight hundred and ninety dollars and 00/100 (\$890.00) for the satisfactory performance of the Scope of Services as set forth in paragraph 1. Contractor shall further invoice Library an additional one-time fee of four hundred dollars and 00/100 (\$400.00) for annual coil cleaning.

5.2 Library will make a good faith effort to process all invoices in a timely and expeditious manner within thirty (30) calendar days upon receipt of invoice. If a notice of a dispute relating to the invoice is mailed to Contractor within that thirty (30) day time period, then the Contractor and the Library or Library's assignee shall meet within ten (10) calendar days to discuss and negotiate in good faith to reach a mutually agreeable resolution of such dispute. If such resolution cannot be achieved then Paragraph 15 "GOVERNING LAW, VENUE AND COST" of this Agreement shall be invoked.

5.3 Contractor agrees that, upon receipt of monies from Library based upon a claim against Library for payment under this Agreement, monies due and owing to employees, subcontractors, and others under that claim will be paid to those employees, subcontractors, and others forthwith. Failure to do so constitutes a material breach of this Agreement. Library reserves the right to make out reimbursement checks with Contractor and its subcontractors as joint payees if Library determines that it is in its best interests to do so.

6. **FORCE MAJEURE.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; and (k) other similar events beyond the reasonable control of the Impacted Party.

7. INDEPENDENT CONSULTANT. The Parties agree that Contractor including any of Contractor's employees, agents or subcontractors is an independent contractor and that Contractor is not a Library employee or agent of Library, and, further, by explicit agreement of the Parties, there shall be no:

- 7.1 Withholding of income taxes by the Library;
- 7.2 Industrial insurance coverage provided by the Library;
- 7.3 Participation in group insurance plans which may be available to employees of the Library;
- 7.4 Accumulation of vacation or sick leave;
- 7.5 Unemployment compensation coverage provided by the Library if the requirements of NRS 612.085 for independent contractors are met; or
- 7.6 Worker's compensation coverage provided by the Library.

8. TRANSFER/ASSIGNMENT/DELEGATION. Contractor agrees that there shall be no transfers or participation in this Agreement granted to any third party without written consent from Library. Contractor shall neither assign, transfer nor delegate any right, obligations or duties under this Agreement without prior written consent of Library. No assignment of rights or delegation of duties of this Agreement shall be effective until the Assignee assumes in writing the obligations or the assigning party and delivers such written assumption to the other original party to this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Library and Contractor.

9. INDEMNIFICATION AND INSURANCE.

9.1 Contractor agrees to fully exonerate, indemnify and hold Library harmless from and against all claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by and/or sustained in connection with Contractor's negligent performance under this Agreement or by conditions created thereby, or the intentional misconduct of Contractor.

9.2 Contractor will maintain in effect, for the terms of this Agreement, employers' liability insurance and workers' compensation, at not less than the statutorily required minimums, for any employees who may or will do any work under the provisions of this Agreement.

9.3 Contractor shall secure and maintain throughout the term of this Agreement professional liability insurance in the amount of Three Hundred Thousand Dollars (\$300,000) per claim and Five Hundred Thousand dollars (\$500,000) per occurrence/aggregate for professional liability insurance.

10. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. During the term of this Agreement and while performing the scope of work, Contractor agrees to perform all terms and conditions of this Agreement in a lawful manner and in conformity with all

applicable laws and codes of the United States and of the State of Nevada, and all ordinances, rules, and regulations of Nye County, Nevada, and of any and all other competent public authority applicable to the performance of Contractor's duties. Contractor agrees to maintain active and in good standing its licensure with the Nevada State Contractors Board. Failure by Contractor to comply with any applicable laws, codes, ordinances, rules and/or regulations constitutes a material breach of this Agreement.

11. CONFIDENTIALITY OF INFORMATION. The disclosure of all information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239, and other applicable law.

12. STANDARD OF CARE. Contractor shall perform its services to the standard of care of a reasonable Contractor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor.

13. TERMINATION OF AGREEMENT WITHOUT CAUSE. Either Party to this Agreement has the right to terminate this Agreement without cause by giving not less than thirty (30) calendar days written notice to the other party by U.S. Postal Service certified mail to the addresses listed on the signature lines of this Agreement or by hand delivery of such notice to the other party.

13.1 In the event of termination without cause by Library, Contractor shall be compensated for all services rendered and expenses incurred up to the termination date, pursuant to the provisions of this Agreement.

13.2 In the event of termination without cause by Contractor, Library will be compensated either directly and/or in the form of a reduction in its outstanding obligation for all costs caused by Contractor's cancellation.

14. TERMINATION OF AGREEMENT WITH CAUSE.

14.1 This Agreement may be terminated without prior notice by Library if Contractor fails to complete the Scope of Services in a manner which Library deems satisfactory, and Library may impose such sanctions as it may determine to be appropriate, including, but not limited to:

14.1.1 Withholding of payments to Contractor under this Agreement until Contractor complies;

14.1.2 Cancellation, termination or suspension of this Agreement in whole or in part; and/or

14.1.3 Charging to Contractor all costs caused by the breach.

14.2 In the event of termination without prior notice by Library, Library shall give written notice to Contractor as soon thereafter as is practicable by U.S. Postal Service Certified Mail to Contractor's address herein, or by hand delivery of such notice to Contractor.

15. GOVERNING LAW, VENUE AND COSTS.

15.1 This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The Parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

15.2 The Parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

16. BANKRUPTCY. Under no circumstances shall this Agreement or any of Contractor's rights hereunder, constitute an asset of the estate of Contractor or any company in which Contractor holds an ownership interest, in bankruptcy or similar proceedings involving the insolvency of Contractor or such company.

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

18. ENTIRE AGREEMENT. This Agreement constitutes the final and entire agreement between the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement, and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement.

19. PRECEDING AGREEMENTS. Upon full execution and implementation, this Agreement supersedes and voids any and all other preceding agreements between Contractor and Library relating to services to be performed under this Agreement.

20. AMENDMENT OF AGREEMENT. This Agreement cannot be varied or modified orally and may only be varied or modified by a written instrument duly executed by the Parties.

21. SEVERABILITY. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity of any other provisions of this Agreement, which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement binding themselves to the full performance of this Agreement.

Dated: _____,

Pahrump Community Library (“Library”)
701 East Street
Pahrump, Nevada 89048

By: _____,
John Shewalter, Chair

Dated: _____,

JonAire (“Contractor”)
2770 E. Charleston Park Ave.
Pahrump, Nevada 89048

By: _____,
Mary Waseleski, Office Manager