

Pahrump Community Library
Minutes of the April 8, 2024 Meeting

1. Call to Order

There was a moment of silence for Brian Shoemake prior to the call to order.

Meeting called to order at 10:05 am.

2. Members Roll Call

In Attendance: Secretary Kelly Green, Trustee Matthew Morris, Trustee Dee Mounts, Vice Chair Michael Runion, Chair Shewalter, Senior Deputy District Attorney Michelle Nelson, Director Vanja Anderson, Children's Head Alysha Wogee, Commissioner Frank Carbone

3. Pledge of Allegiance

Trustee Morris led the Pledge of Allegiance Prior to the Call to Order

4. Trustee/Director/Liaison Comments

Commissioner Carbone says he has nothing important to discuss and it is great to see everyone.

Director Anderson has no comments.

Secretary Green thanks the person who suggested taking the library trustee training on the Nevada State Library website. She says open meeting law training is only a small part of it and the training entails the duties, responsibilities, and expectations of library trustees. Through the site board members have access to a lot of high powered people around the state and that she hopes other board members will take advantage of it because it is worth the effort. She states that it is National Library Workers Week and she would like to thank the library staff and volunteers for the work they do.

Trustee Morris has no comments.

Vice Chair Runion has no comments.

Chair Shewalter says for required training there was an email sent out by the county on OML training schedule and if any trustees did not get it they should let him know. He would like to remind everyone not to forget to sign up. He says Secretary Green was nominated as secretary and provided the minutes for the previous meeting. However he asks library staff to take care of minutes so as not to create an Open Meeting Law violation. He says he has discussed with counsel.

Item 8

Director Anderson asks what the problem was with the minutes.

Chair Shewalter states he did not say there was a problem with the minutes; he said it was an effort to avoid Open Meeting Law complications.

5. Approval of April 8, 2024 Agenda (Non-action item)

Chair Shewalter moves to strike item number 7 as there are no emergency items.

Without objection, the April 8, 2024 agenda is approved.

6. GENERAL PUBLIC COMMENT: (*Action will NOT be taken no matters considered during this period until specifically included on an agenda as an action item.)

Helen Schneider says the CGC dog test is this Wednesday at 6 pm by the pool. Anyone wanting to get their dog tested should come on over.

Chair Shewalter thanks her for her comments.

Frank Maurizio spoke about a possible broadcasting program for various groups in the community. He mentioned he will revisit the subject with more information at a later date.

Dr. Christopher Salute stated that he has been working with Director Anderson to set up informational tables at the college with what the library has to offer and he want to up a QR code by the little free library that directs to the library.

Michelle Beecher says she has been working with Children's Head Wogee to start the process of getting education students practicum credit for tutoring at the library.

7. For Possible Action: Emergency Items

Item 7 is struck as there are no emergency items.

8. For Possible Action: Discussion and deliberation to approve or amend and approve the meeting minutes for March 11, 2024

Vice Chair Runion makes a motion to approve. Trustee Morris seconds.

There is no public comment.

Secretary Green says she has no comments other than she enjoyed doing the minutes and is sorry it is being taken away from her.

Chair Shewalter thanks her for her comments.

Trustee Morris has no comments.

Trustee Mounts has no comments.

Vice Chair Runion has no comments.

Chair Shewalter comments that Secretary Green did a great job on the minutes.

Chair Shewalter calls the question. The measure passes 5-0.

9. Presentation: Librarian's Report by Vanja Anderson for discussion of monthly expenditures and revenue for March 2024.

Director Anderson gives her monthly expenditure review beginning on page 12. See backup copy.

Director Anderson gives cumulative expenditure review for all expenses expected this fiscal year beginning on page 13. See backup copy.

Director Anderson gives review of revenues beginning on page 14. See backup copy.

Director Anderson asks if there are any questions.

Secretary Green has no questions.

Trustee Morris has no questions.

Trustee Mounts has no questions.

Vice Chair Runion has no questions.

Chair Shewalter asks on page 12 what was \$523 spent on for training. Director Anderson responds that when Andrew Karneges was still employed at the library, he wanted to renew his ALA membership and the library reimburses for that as it is considered professional development. Chair Shewalter asks Director Anderson to find where in library employee policy this is an acceptable reimbursement.

Chair Shewalter asks for clarification on the accumulative February totals on page 13 being the same as March. Director Anderson responds she probably made an error on February and the March number is correct but she will check. Chair Shewalter asks for clarification on the current accumulative building expenses. Director Anderson says the numbers are from after the invoice is paid and check sent so it won't show numbers from the current month. The current are only from this month's invoices on this month's voucher. Director Anderson states that she had previously been told to add the current amount to the YTD and had been told not to do that anymore so the numbers would match. Chair Shewalter says the numbers should match and not due to manipulation of the report. Director Anderson says it is not manipulation and just hasn't been paid yet because it is on the current month's voucher.

There are no further questions.

10. For Possible Action: Discussion and deliberation to approve or amend and approve payment vouchers for March 2024 through April 2024.

Secretary Green makes a motion to approve. Trustee Morris seconds.

There is no public comment.

Secretary Green has no comments.

Trustee Morris has no comments.

Trustee Mounts has no comments.

Vice Chair Runion has no comments.

Chair Shewalter and Trustee Morris had a discussion about the JonAire invoices and it was decided to hold off on the payment until the matter is looked into further.

Chair Shewalter asked for the second and the motion to be withdrawn. The motion and the second were withdrawn.

Chair Shewalter made a motion to amend and approve to remove the JonAire estimate and more information will be provided to the board in the next meeting.

Secretary Green seconded the motion.

There is no public comment.

Secretary Green has no comments.

Trustee Morris has no comments.

Trustee Mounts wanted to clarify that just JonAire was going to be stricken from the voucher.

Vice Chair Runion has no comments.

Chair Shewalter calls the question. The measure passes 5-0.

11. Presentation: Librarian's Report for discussion on library activity for March 2024.

Director Anderson gave her librarian's report. She spoke about adult craft class, patron issues, HVAC issues, and that Patti Dwyer had resigned.

Children's Head Wogee read off the monthly library statistics.

Secretary Green says she would like to volunteer to read in classrooms next year for Nevada Reading Week.

Chair Shewalter asks about Kim and Kraven changing the passwords for library email and whether Chris Marini was aware of password changes. Director Anderson states that Chris has an admin password. Chair Shewalter asks whether it is logical for IT to have this access and Mike Runion states that this is standard.

Chair Shewalter asks for clarification on the patron that was watching inappropriate content and how many times he was warned before he was asked to not use the public computers.

12. For Possible Action: Discussion and deliberation to review the Tentative Budget for fiscal year 2024-2025 for the Pahrump Community Library District.

Daniel MacArthur passed out copies of the tentative budget. He reviewed the letter of understanding that he serves as the auditor for the Pahrump Community Library. He had the board chair and library director sign the letter. He stated the tentative budget is filed by April 15 and the budget hearing is to be by the end of the month in May. He reviewed the tentative budget and the public hearing date is May 20, 2024 at 10:00am and it can be changed if needed. The board agree the date will stand as May 20, 2024.

There is no public comment.

13. For Possible Action: Discussion and deliberation to appoint Trustee Michael Runion to act as IT Liaison.

Chair Shewalter makes a motion to appoint Trustee Michael Runion as IT Liaison.

Trustee Mounts seconds the motion.

There is no public comment.

Secretary Green has no comment.

Trustee Morris has no comment.

Trustee Mounts has no comment.

Chair Shewalter asks Vice Chair Runion whether he has any questions and whether he will accept the appointment. Vice Chair Runion says he has no questions and will accept.

Chair Shewalter calls the question.

The measure passes 4-0 with one abstention from Vice Chair Runion.

14. For Possible Action: Discussion and deliberation to appoint Trustee Michael Runion to create the Scope of Work (SOW) for the floor replacement project.

Chair Shewalter makes a motion to appoint Trustee Michael Runion to create the Scope of Work for the floor replacement project.

Secretary Green seconds the motion.

There is no public comment.

Secretary Green has no comment.

Trustee Morris asks Vice Chair Runion about his background in this type of work. Vice Chair Runion says he is a PMP certified project manager, has experience in project management with the federal government, and writing a SOW is not outside his purview.

Trustee Mounts comments that Vice Chair Runion will be very busy.

Chair Shewalter asks Vice Chair Runion if he has any comments and if he will take the project. Vice Chair Runion has no comments and says he will take the project.

Chair Shewalter calls the question.

The measure passes 4-0 with one abstention from Vice Chair Runion.

15. For Possible Action: Discussion and deliberation to approve, amend and approve or reject (1) an hourly rate increase for Barbara Ferido from \$21.03 to \$21.54 per hour; and (2) set the date of increase to begin no sooner than April 9, 2024.

Chair Shewalter makes a motion to (1) approve an hourly rate increase for Barbara Ferido from \$21.03 to \$21.54 per hour and (2) set the date of increase to begin no sooner than April 9, 2024.

Senior Deputy District Attorney Michelle Nelson wants to set an actual date. The increase is set to begin no sooner than April 9 but could begin on April 9.

Chair Shewalter makes a motion to (1) approve an hourly rate increase for Barbara Ferido from \$21.03 to \$21.54 per hour and (2) set the date of increase to begin April 9, 2024.

Trustee Morris seconds.

There is no public comment.

Trustee Green has no comment.

Trustee Morris has no comment.

Trustee Mounts asks who Barbara is. Chair Shewalter responds that Barbara is the circulation desk supervisor.

Vice Chair Runion has no comment.

Chair Shewalter comments that this increase is in line with the other management salary increases. Barbara's salary was not addressed at the time and Director Anderson had asked it be looked into.

Chair Shewalter calls the question.

The measure passes 5-0.

16. For Possible Action: Discussion and deliberation to increase the employee education reimbursement from \$250.00 per three credit class to \$350.00 per credit.

Trustee Mounts asks to clarify whether this is agree or not agree, or if changes can be made. Chair Shewalter says the way the item is written, it is agree or not agree.

Secretary Green asks when was the last time the employee education reimbursement was changed. Director Anderson says it was November 9, 2020.

Secretary Green asks what the amount was. Director Anderson says it was \$150 per credit or \$450 per 3 credit course.

Director Anderson says she included information in the backup on what the average is nationwide.

Chair Shewalter reads the minutes from the November 9, 2020 meeting. He says he got it from the website and there was no agenda attached. The approval was for \$150 per credit. He reads from library policy which states that the reimbursement is set at \$250 total per 3 credit hour class.

Secretary Green says she has done research on library programs in the western states. She reads some tuition rates and states tuition has gone up.

Chair Shewalter asks Children's Head Wogee about her PhD program and tuition.

Secretary Green says educational reimbursement is in line with what other library districts do and she thinks it will help attract and retain good people.

Secretary Green Makes a motion to increase the employee education reimbursement from \$250.00 per three credit class to \$350.00 per credit. There is no second and the motion fails.

Chair Shewalter opens for public comment.

Commissioner Carbone says he is confused and would like to let this die and move on to the next item.

Senior Deputy District Attorney Michelle Nelson when the minutes were approved, when the board action took place, and when the policy manual was approved.

Director Anderson says the last time the board made changes to the policy was before the change.

Ginny Okawa says she agrees with Commissioner Carbone and is confused.

Jane Goodrow says who cares about the past and let's fix it in the present and write a new agenda item.

There is no further comment and the item is closed.

17. For Possible Action: Discussion and deliberation to approve, amend and approve or reject (1) estimate #33668179 by JonAire, Inc to find and repair leak in the heating, ventilation, and air conditioning ("HVAC/R") on RTU #3 Circuit 1 in the amount of \$1753; and (2) fund from the general fund.

Vice Chair Runion makes a motion to approve (1) estimate #33668179 by JonAire, Inc to find and repair leak in the heating, ventilation, and air conditioning ("HVAC/R") on RTU #3 Circuit 1 in the amount of \$1753; and (2) fund from the general fund.

Trustee Mounts seconds the motion.

There is no public comment.

Secretary Green has no comment.

Trustee Morris says he would like to be able to track the units better via the reports that are somewhat incomplete.

Trustee Mounts says she agrees with Trustee Morris.

Vice Chair Runion has no comment.

Chair Shewalter says Trustee Morris has a background in HVAC, he also agrees with Trustee Morris.

Chair Shewalter calls the question.

The measure fails 5-0.

18. For Possible Action: Discussion and deliberation to approve, amend and approve or reject (1) a heating, ventilation, and air conditioning ("HVAC") system maintenance service agreement with JonAire, Inc.; (2) Execute the Agreement; and (3) fund from the general fund.

Trustee Morris makes a motion to reject a heating, ventilation, and air conditioning ("HVAC") system maintenance service agreement with JonAire, Inc.

Secretary Green seconds the motion.

Ginny Okawa says she wants to thank Trustee Morris for being on top of this and ensuring they report timely.

John Pawlak says he wants to suggest that the library personnel responsible for maintaining the HVAC units return them to control to what it was prior to changing HVAC contractors. He says the HVAC runs 24/7 but in the past after hours the fans would be off and heating and cooling not running and it would save the library money to go back to the old way.

Jane Goodrow says she wants to know if we have looked at other companies and how we got to JonAire.

There is no additional public comment.

Secretary Green has no comment.

Trustee Morris has no comment.

Trustee Mounts has no comment.

Vice Chair Runion has no comment.

Chair Shewalter answers Jane Goodrow's question and says the previous contractor's contract expired last year and it was put out for bid and JonAire was selected. Now the maintenance contract is up for renewal and that is what this item is about.

Trustee Morris says he wants to rewrite the service contract and let JonAire know what we need to know.

The measure is rejected 5-0.

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

Director Anderson says the education reimbursement needs to be put on the agenda for next month. She still has not received the signed voucher. The voucher is passed around for signature.

Secretary Green wants to thank the chair for the pleasant nonconfrontational meetings the last 4 months.

Trustee Morris has no comment.

Trustee Mounts says she has been sick and has not had time to work on the dog program and is getting back to work on it.

Vice Chair Runion says he is excited if we can get the agenda item for the radio program. Chair Shewalter asks for clarification on what is being proposed. Vice Chair Runion says Frank wants to teach broadcasting including the hosting and engineering portions and broadcast a show from the library.

20. Adjournment

The meeting adjourns at 12:16.

Expense Report

May-24

FY 24	Current	Year to Date	Budget	Balance	% of Budget	% Remain	Period
5311 Operating Expense	\$ 2,532.75	\$ 54,495.13	\$ 82,500.00	\$ 28,004.87	66%	34%	10
5312 Office Expense	\$ 824.95	\$ 8,876.21	\$ 14,000.00	\$ 5,123.79	63%	37%	10
5321 Advertising	\$ 224.00	\$ 817.00	\$ 2,000.00	\$ 1,183.00	41%	59%	10
5322 Postage		\$ 96.35	\$ 1,000.00	\$ 903.65	10%	90%	10
5331 Travel		\$ -	\$ 1,000.00	\$ 1,000.00	0%	100%	10
5335 Training		\$ 523.00	\$ 3,000.00	\$ 2,477.00	17%	83%	10
5341 Communications	\$ 3,466.55	\$ 10,327.76	\$ 15,000.00	\$ 4,672.24	69%	31%	10
5342 Utilities	\$ 3,505.81	\$ 34,083.04	\$ 42,500.00	\$ 8,416.96	80%	20%	10
5352 Building	\$ 1,138.00	\$ 5,137.89	\$ 15,000.00	\$ 9,862.11	34%	66%	10
5354 Equipment	\$ 143.00	\$ 2,772.01	\$ 10,000.00	\$ 7,227.99	28%	72%	10
5361 Professional			\$ 2,000.00	\$ 2,000.00	0%	100%	10
5365 Subscriptions & Due			\$ 1,000.00	\$ 1,000.00	0%	100%	10
5369 Other Contractual Ser.	\$ 796.18	\$ 12,569.08	\$ 30,000.00	\$ 17,430.92	42%	58%	10
5371 Property Insurance			\$ 40,000.00	\$ 40,000.00	0%	100%	10
3595 Grants		\$ 4,667.90					10
Total	\$ 12,631.24	\$ 134,365.37	\$ 259,000.00	\$ 124,634.63	52%	48%	10
5110 Salaries	\$ 101,958.33	\$ 423,144.65	\$ 615,000.00	\$ 191,855.35	69%	31%	10
Benefits	\$ 45,058.37	\$ 203,115.32	\$ 269,063.00	\$ 65,947.68	75%	15%	10
Total	\$ 147,016.70	\$ 626,259.97	\$ 884,063.00	\$ 257,803.03			
Grand Total	\$ 159,647.94	\$ 760,625.34	\$ 1,143,063.00	\$ 382,437.66	67%	33%	10
5610 Capital		\$ 3,414.00	\$ 757,940.00	\$ 754,526.00	0%	100%	10

Item 9

Pahrump Library Expenditures FY 24 Cumulative Account

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
Salaries & Wages	615,000.00	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	423,144.65		
Retirement	154,063.00	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	125,497.09		
Workers Comp	7,000.00		3,488.25	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	78,000.00	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	65,396.22		
Medicare	15,000.00	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	6,021.58		
Social Security	15,000.00	251.38	564.20	865.71	1,251.27	1,474.44	1,584.94	1,904.83	2,140.49	2,375.28	2,712.18		
Unemployment													
Total Labor	884,063.00	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	626,259.97	0.00	-
Operating Expense													
Office Expense	82,500.00	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	54,495.13		
Advertising	14,000.00			1,380.30	1,670.79	2,503.94	3,469.89	3,677.84	5,927.20	6,704.14	8,876.21		
Postage	2,000.00					122.00	122.00	329.00	512.00	695.00	817.00		
Travel	1,000.00									61.35	96.35		
Training	3,000.00							249.00	246.00	523.00	523.00		
Communications	15,000.00	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	10,327.76		
Utilities	42,500.00	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	34,083.04		
Professional	2,000.00												
Building	15,000.00			1,343.42	1,978.42	3,260.42	3,260.42	4,535.42	4,822.89	4,822.89	5,137.89		
Equipment	10,000.00		96.00	96.00	833.62	1,549.62	1,549.62	2,089.57	2,089.57	2,666.01	2,772.01		
Subscriptions/Dues	1,000.00												
Other Contractual	30,000.00		2,073.50	4,983.40	6,086.31	7,972.83	8,348.37	8,497.83	11,051.20	11,784.94	12,569.08		
Property Insurance	40,000.00												
Grants								4,152.07	4,152.07	4,667.90	4,667.90		
Total Supplies	259,000.00	9,838.88	20,075.61	36,045.85	44,813.58	63,276.60	78,774.07	88,454.28	104,543.29	120,657.86	134,365.37	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	410,266.10	508,299.02	583,786.56	661,666.24	760,625.34	0.00	0.00
Capital Projects					3,414.00	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	1,112,096.23			1,125,098.00
INTERGOVERNMENTAL												
Consolidated Tax			15,880.25	30537.62	46,146.61	59,843.04	74,418.83	90,167.25	104,035.58			
SCORT Loss												
Grants				12,547.02	14,905.07	18,737.00	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	3,069.10			
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	13,532.37			14,000.00
Miscellaneous/Books	2,930.64	3,860.14	5,114.24	6,490.59	8,526.34	10,065.34	11,457.57	12,725.72	14,134.62			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	1,265,604.90	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	626,259.97			
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	134,365.37			
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	760,625.34	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	504,979.56	0.00	-875,139.67	
End of year												
Cash in Hand												

Vanja Anderson

Collections for Month of Apr 24

Day	Credit-Ref	Fax-Ref	Copies-Ref	Donations-Rt Misc.	Notary	Donations Circ	Fines-Circ	Misc.-Circ	Used Books	Book-tique	Lost	Raffle	Copies-Circ	Credit-Circ	People	Swap
Mon	1 \$	6.80 \$	13.00 \$	95.50 \$	6.95 \$										245	7
Tues	2 \$	15.20 \$	5.00 \$	95.70 \$	0.55 \$	\$ -	\$ 0.65 \$	\$ 4.80 \$	\$ 10.15 \$	\$ -	\$ 1.00 \$		\$ 10.60 \$	20.20 \$	279	11
Wed	3 \$	6.70 \$	2.00 \$	27.90 \$	5.05 \$	\$ -	\$ 1.50 \$	\$ 33.25 \$	\$ 16.50 \$	\$ 3.50 \$	\$ 1.00 \$		\$ 34.40 \$	32.40 \$	324	18
Thur	4 \$	6.00 \$	-	40.70 \$	0.15 \$	\$ 20.00 \$	\$ -	\$ 20.75 \$	\$ 13.50 \$	\$ -	\$ -		\$ 61.75 \$	210 \$	210	7
Fri	5 \$	5.03 \$	20.00 \$	28.60 \$	6.60 \$	\$ -	\$ 2.00 \$	\$ 16.80 \$	\$ 38.30 \$	\$ 1.00 \$	\$ 2.00 \$		\$ -	216 \$	216	15
Sat	6 \$	4.80 \$	4.00 \$	14.40 \$	0.25 \$	\$ -	\$ 2.30 \$	\$ 32.50 \$	\$ 61.60 \$	\$ 5.00 \$	\$ 2.00 \$		\$ -	257 \$	257	12
Sun	7															
Mon	8 \$	8.60 \$	2.00 \$	42.30 \$	18.05 \$	\$ 10.00 \$	\$ 9.25 \$	\$ 55.10 \$	\$ 75.00 \$	\$ 13.00 \$	\$ -		\$ 0.20 \$	86.00 \$	278	36
Tues	9 \$	26.60 \$	1.00 \$	54.50 \$	13.15 \$	\$ -	\$ 18.80 \$	\$ 10.95 \$	\$ 13.00 \$	\$ 3.50 \$	\$ 2.00 \$		\$ 60.00 \$	201 \$	201	14
Wed	10 \$	34.00 \$	9.00 \$	32.60 \$	3.20 \$	\$ 0.80 \$	\$ 22.00 \$	\$ 12.80 \$	\$ 15.00 \$	\$ 3.00 \$	\$ -		\$ 122.30 \$	271 \$	271	19
Thur	11 \$	2.20 \$	22.00 \$	43.50 \$	1.80 \$	\$ 40.00 \$	\$ -	\$ 12.40 \$	\$ 11.00 \$	\$ 1.00 \$	\$ -		\$ 2.85 \$	165 \$	165	2
Fri	12 \$	11.70 \$	1.00 \$	31.70 \$	4.80 \$	\$ -	\$ 5.50 \$	\$ 28.95 \$	\$ 17.50 \$	\$ 24.50 \$	\$ 1.00 \$		\$ -	197 \$	197	11
Sat	13 \$	12.40 \$	3.00 \$	26.70 \$	1.60 \$	\$ -	\$ 2.05 \$	\$ 21.35 \$	\$ 59.10 \$	\$ -	\$ -		\$ -	205 \$	205	26
Sun	14															
Mon	15 \$	12.49 \$	8.00 \$	60.40 \$	3.90 \$	\$ 20.00 \$	\$ 8.00 \$	\$ 3.60 \$	\$ 66.40 \$	\$ 10.00 \$	\$ -		\$ -	252 \$	252	5
Tues	16 \$	56.00 \$	9.00 \$	41.45 \$	3.95 \$	\$ -	\$ 1.00 \$	\$ 1.50 \$	\$ 15.00 \$	\$ 2.00 \$	\$ 3.00 \$		\$ 20.20 \$	249 \$	249	18
Wed	17 \$	36.70 \$	29.00 \$	52.60 \$	11.80 \$	\$ 20.00 \$	\$ 3.00 \$	\$ 4.05 \$	\$ 31.00 \$	\$ 6.50 \$	\$ -		\$ 5.40 \$	334 \$	334	29
Thur	18 \$	1.00 \$	20.00 \$	43.30 \$	5.20 \$	\$ 10.00 \$	\$ 1.20 \$	\$ 2.40 \$	\$ 7.00 \$	\$ -	\$ -		\$ 23.60 \$	194 \$	194	19
Fri	19 \$	65.12 \$	1.00 \$	30.90 \$	31.55 \$	\$ -	\$ -	\$ 19.20 \$	\$ 6.00 \$	\$ 3.50 \$	\$ -		\$ 6.09 \$	182 \$	182	5
Sat	20 \$	0.80 \$	-	15.80 \$	1.15 \$	\$ -	\$ 5.75 \$	\$ 11.55 \$	\$ 30.00 \$	\$ 1.00 \$	\$ -		\$ 21.15 \$	284 \$	284	16
Sun	21															
Mon	22 \$	2.00 \$	-	41.00 \$	0.10 \$	\$ 10.00 \$	\$ -	\$ 9.70 \$	\$ 46.00 \$	\$ 3.00 \$	\$ 1.00 \$		\$ 18.40 \$	269 \$	269	4
Tues	23 \$	33.80 \$	-	22.70 \$	0.85 \$	\$ 30.00 \$	\$ -	\$ 1.80 \$	\$ 38.50 \$	\$ 5.00 \$	\$ 2.00 \$		\$ 99.00 \$	247 \$	247	14
Wed	24 \$	3.80 \$	7.00 \$	51.10 \$	1.85 \$	\$ 35.00 \$	\$ -	\$ 2.70 \$	\$ 16.00 \$	\$ 11.50 \$	\$ 2.00 \$	\$ 0.20 \$	\$ 76.30 \$	293 \$	293	26
Thur	25 \$	9.20 \$	-	25.60 \$	0.05 \$	\$ 10.00 \$	\$ 5.00 \$	\$ 1.95 \$	\$ 14.00 \$	\$ 2.00 \$	\$ 1.00 \$		\$ 11.33 \$	210 \$	210	12
Fri	26 \$	1.44 \$	2.00 \$	13.90 \$	1.05 \$	\$ -	\$ 0.55 \$	\$ 5.45 \$	\$ 2.00 \$	\$ 2.00 \$	\$ -		\$ 18.50 \$	247 \$	247	1
Sat	27 \$	9.00 \$	-	10.80 \$	0.80 \$	\$ -	\$ -	\$ 3.60 \$	\$ 33.00 \$	\$ 4.00 \$	\$ -		\$ 27.15 \$	168 \$	168	13
Sun	28															
Mon	29 \$	17.00 \$	9.00 \$	35.20 \$	1.10 \$	\$ 10.00 \$	\$ -	\$ 0.75 \$	\$ 7.50 \$	\$ 4.00 \$	\$ 2.00 \$		\$ 9.00 \$	23.65 \$	204 \$	10
Tues	30 \$	7.60 \$	1.00 \$	27.20 \$	0.75 \$	\$ 20.00 \$	\$ 1.50 \$	\$ 31.50 \$	\$ 20.50 \$	\$ 6.50 \$	\$ -		\$ 22.80 \$	240 \$	240	10
	Credit-Ref	\$ 168.00	\$ 940.05	\$ 126.25	\$ 0.80	\$ 365.00	\$ 93.05	\$ 355.25	\$ -	\$ 695.05	\$ 117.50	\$ 21.00	\$ 9.40	Credit-Circ	6221	360
	\$	395.98											\$	771.67		

Cash Total

\$ 2,891.35

Credit Only Total

\$ 1,167.65

Grand Total \$ 4,059.00

General Fund Payments

Apr-24

Vendor Name	Item	Recurrence	Amount
A & H Insurance	Insurance	Annual	\$
A to Z Databases	Databases	Annual	\$
AT&T	Phone	Monthly/Annual	\$ 216.55
Awards Plus	Supplies	As Needed	\$ 37.00
Baker & Taylor	Books	Monthly	\$ 357.53
Blackstone Audio	Audio	Monthly	\$ 537.21
Book Page	Magazine	Yearly	\$
C&S Waste Solutions	Trash	Monthly	\$ 163.66
Center Point Large Print	Books	Yearly / As needed	\$
Comtech Business System	Phone	As Needed	\$
Cutting Edge Lawn Care	Lawn	Monthly	\$
Daniel C. McArthur	Accountant	As Needed	\$
Data2	Databases	As Needed	\$
Demco	Supplies	As Needed	\$ 580.95
EBSCO	Databases	As Needed	\$
Findaway	Audio	Monthly	\$ 1029.76
Follet	ebooks	Annual	\$
Gale	Books	Monthly	\$ 608.25
Genuine Pest Control	Pest Control	Monthly	\$ 300.00
Great Basin Water	Water	Monthly	\$ 300.00
Grey House Publishing	Books	As Needed	\$
Jon Aire	HVAC	As Needed	\$ 1138.00
Johnson Controls	Alarm	Annual	\$
Kully	Equipment	As Needed	\$
Las Vegas Review Journal	Ads	As Needed	\$ 244.00
Legislative Counsel Bureau	Books	As Needed	\$
Library Store	Supplies	As Needed	\$
Marks Service Center	Supplies	As Needed	\$ 269.00
Mastercraft Electronics	Electronics	As Needed	\$
Nevada Library Cooperative	ebooks	As Needed	\$
Nevada Public Agency Insurance Pool	Insurance	Annual	\$
Network Savants	IT	As Needed	\$ 496.18
Office1	Copies	Monthly	\$ 106.00
Pahrump Valley Glass	Windows	As Needed	\$
Peter's Carpet Cleaning	Carpet	As Needed	\$
Petty Cash	Misc.	Monthly	\$ 2002.46
Pitney Bowes	Supplies	As Needed	\$
Proquest	Database	Annual	\$
Public Agency Compensation Trust	Workers Comp	Quarterly	\$
Staples	Supplies	As Needed	\$
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	\$ 3250.00
USA Today	Newspaper	As Needed	\$
Userful	Computers	Annual	\$
Valley Electric	Power	Monthly	\$ 2779.57
Valley Electric	Internet	Monthly	\$
Vortex	Doors	As Needed	\$
World Book	Books	As Needed	\$

Total		\$ 14,416.12
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See Authorization to Pre-Pay Letter

 Kelly Green

 John Shewalter

 Dee Mounts

 Matt Morris

 Michael Runion

Item 10

18

Vendor Name	Item	Recurrence	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April
A and H Insurance	Insurance	Annual			\$ 32,225.22											
ALA	Professional Org	Annual														
ARSL	Professional Org	Annual														
Amazon	Books/Equipment	As needed														
AT&T	Phone	Monthly					\$ 1,386.77	\$ 273.86						\$ 1,780.00	\$ 15.46	216.55
AtoZ databases	Database Service	Annual														
Awards Plus	Supplies	As Needed														
Baker & 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	357.53
Blackstone Audio	Audio	Monthly	\$ 331.05	\$ 231.74	\$ 399.62	\$ 446.49	\$ 719.41				\$ 402.00		\$ 2,248.64		\$ 1,057.48	537.21
Book Page	Magazine	Yearly									\$ 335.06	\$ 170.39			\$ 155.92	163.66
C&S Waste Solutions	Trash	Monthly		\$ 160.14	\$ 315.42	\$ 156.53	\$ 169.20	\$ 164.67		\$ 2,869.20						
Center Point Large Print	Books	Yearly/ As Needed			\$ 2,869.20		\$ 250.00			\$ 125.00						
Comtech Business Systems	Phones	As needed					\$ 180.00	\$ 275.00		\$ 405.00	\$ 225.00	\$ 315.00			\$ 715.00	
Cutting Edge Lawn Care	Lawn	Monthly	\$ 180.00	\$ 940.00	\$ 585.00	\$ 180.00	\$ 915.00									
Daniel C. McArthur	Accountant	As Needed			\$ 11,829.00	\$ 915.00										
Data2	Databases	As Needed													\$ 365.46	
Demco	Supplies	As Needed		\$ 424.82			\$ 641.80		\$ 6,841.00						\$ 580.95	580.95
EBSCO	Database Service	As Needed	\$ 608.81	\$ 468.12	\$ 4,675.00	\$ 221.11	\$ 56.41		\$ 377.88		\$ 401.88		\$ 1,020.64	\$ 388.88	\$ 438.88	1029.76
Findaway	Audio	Monthly		\$ 803.76		\$ 409.88	\$ 1,164.66									
Follet	ebooks	Yearly			\$ 432.88										\$ 735.74	
Gale	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	608.25
Genuine Pest Control	Pest Control	Monthly	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 350.00			300.00
Great Basin Water	Water	Monthly	\$ 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	300.00
Grey House Publishing	Books	As Needed														1138.00
Industrial Light and Power	Lights	As Needed	\$ 9,611.00													
Johnson Contoris	HVAC	As Needed	\$ 2,900.00		\$ 952.19	\$ 2,313.00				\$ 292.00		\$ 960.00	\$ 1,873.37		\$ 3,256.00	
Johnson Contoris	Alarm	As Needed						\$ 2,221.60					\$ 183.00	\$ 183.00	\$ 122.00	244.00
Las Vegas Review Journal	Ads	As Needed	\$ 244.00	\$ 244.00	\$ 915.00	\$ 244.00										
Legislative Counsel Bureau	Books	Bi-Annual					\$ 125.00									
Library Store	Supplies	As Needed			\$ 331.05											
Kully	Equipment	As Needed							\$ 192.20							
Mark's Service Center	Supplies	As Needed	\$ 733.31		\$ 169.00	\$ 254.40		\$ 503.25	\$ 503.25	\$ 798.15	\$ 119.00	\$ 534.90		\$ 443.75		269.00
Mastercraft Electronics	Electronics	As Needed					\$ 1,024.00						\$ 469.00			
Nevada Library Cooperative	ebooks	Annual				\$ 4,000.00								\$ 500.00		
Nevada Public Agency Insurance Pool	Insurance	As Needed			\$ 2,526.92	\$ 500.00	\$ 500.00		\$ 952.91	\$ 1,736.52	\$ 375.00		\$ 330.00		\$ 784.14	496.18
Network Savants	IT	As Needed	\$ 634.47		\$ 552.82	\$ 1,923.00	\$ 688.30	\$ 888.30	\$ 952.91	\$ 1,736.52	\$ 375.00		\$ 330.00	\$ 470.44	\$ 576.44	106.00
Office1	Copies	Monthly	\$ 981.00	\$ 96.00	\$ 449.02	\$ 96.00	\$ 96.00		\$ 737.62	\$ 591.00		\$ 593.95	\$ 106.00			
Pahrump Valley Disposal	Trash	Monthly							\$ 1,518.42				\$ 287.47			
Pahrump Valley Glass	Carpet	As needed	\$ 5,000.00													
Peter's Carpet Cleaning	Misc.	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	2002.46
Petty Cash	Supplies	As Needed			\$ 122.06	\$ 35.00		\$ 61.08		\$ 35.00			\$ 96.08	\$ 61.35	\$ 35.00	
Pinney Bowes	Database	Annual				\$ 1,556.60									\$ 1,611.08	
Proquest	Workers Comp	As Needed				\$ 3973.5	\$ 5,113.50									
Public Agency Compensation Trust	Hotspots	Monthly	\$ 689.10	\$ 690.10	\$ 690.90		\$ 690.10	\$ 690.50	\$ 700.00			\$ 567.43			\$ 853.59	
Sprint	Supplies	As Needed	\$ 200.86		\$ 155.10	\$ 231.20	\$ 509.60	\$ 174.00								
State of Nevada Legislative Counsel Bureau	Books	As Needed														
Statewide Fire Protection	Inspection	As Needed/Quarterly		\$ 95.00	\$ 1,580.00		\$ 1,615.00			\$ 585.00						
Summit	Fire Protection	As needed								\$ 700.00	\$ 700.00			\$ 2,664.00		3250.00
T-Mobile	Newspaper	As needed		\$ 398.55												
USA Today	Computers	Yearly	\$ 3,585.00			\$ 2,390.00										
Userful	Power	Monthly	\$ 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	\$ 2,632.54	2779.57
Valley Electric	Internet	Monthly	\$ 187.78	\$ 185.00	\$ 370.00	\$ 185.00	\$ 190.08		\$ 215.00	\$ 195.00	\$ 175.00	\$ 175.00	\$ 195.00	\$ 195.00	\$ 419.46	
Valley Electric	Doors	As Needed				\$ 559.00										
Vortex	Books	As Needed				\$ 920.55										
World Books	Books	As Needed														

**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
Dee Mounts – Trustee
Kelly Green – Secretary
Matt Morris – Trustee

LIBRARIAN'S REPORT

May 13, 2024

We are getting very close to starting our dog and tutor program. We have confirmed tutors and a dog and we are getting the paperwork confirmed by both our insurance and the DA's office. Once that's complete we will begin advertising.

In response to a question received on the Pahrump Library Expenditures FY 24 Cumulative Account last month. I had a question on two numbers that were the same and if they were incorrect. After review, there were no errors.

BUILDING NEWS: We have 21 events taking place in our meeting rooms this month.

EMPLOYEES: Tony, who has replaced Patti in Circ, had now been working here for over a month and he has been doing a good job.

Item 11

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

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
TOTAL USAGE	6519	6973	6467	6660	6483	5901	6923	6618	7020	7052
Childrens' (in-house)	1471	1771	1813	1916	1955	1449	1790	1830	2115	2326
Adults' (in-house)	3599	3760	3283	3405	3313	3101	3706	3460	3522	3301
TOTAL USAGE (in-house)	5070	5531	5096	5321	5268	4550	5496	5290	5637	5626
OverDrive (digital media)	1425	1420	1358	1339	1215	1351	1427	1328	1383	1426
Mango Languages (digital learnin	24	22	13	0	0	0	0	0	0	0
TOTAL USAGE (digital)	1449	1442	1371	1339	1215	1351	1427	1328	1383	1426
% childrens' (in-house)	0.29	0.32	0.36	0.36	0.37	0.32	0.33	0.35	0.38	0.41
% adults' (in-house)	0.71	0.68	0.64	0.64	0.63	0.68	0.67	0.65	0.62	0.59
TOTAL MATERIALS ADDED	194	225	157	192	161	173	178	247	128	244
in-house materials added	176	204	136	176	144	158	157	227	112	209
eAudio titles added	11	9	10	4	4	5	8	8	6	10
eBook titles added	7	12	11	12	13	10	13	12	10	25
streaming video titles added	0	0	0	0	0	0	0	0	0	0
Patron Count	5766	6028	5470	6198	5318	4708	5763	6411	6167	6221
Swaps	373	452	403	432	387	414	369	423	395	360
Internet users (website)	736	802	776	766	705	730	806	822	1009	881
Sessions	1191	1369	1259	1248	1139	1157	1424	1318	1368	1443
Internet/computer usage	679	744	707	814	731	719	745	690	842	806
Wireless	820	797	642	769	816	788	942	796	920	872
Ref Transactions	1125	1261	1106	1254	1247	1191	1126	1320	1285	1311
Ref Questions/ILL's	50	76	59	57	82	63	77	79	61	72
Legal Kiosk							21	27	7	12
Curbside Pickups	47	53	60	53	60	67	74	58	37	36
Curbside Returns	50	74	57	78	72	51	73	55	45	51
Patrons	22	25	23	23	25	22	27	24	31	23
Ref/Audit/Comp/FABC	0	210	78	39	22	16	26	10	18	26
S.T.E.A.M.	0	0	167	128	145	95	141	162	138	123
Babytime	0	0	123	179	156	86	79	172	61	116
Story Time	0	0	123	124	144	67	76	165	51	147
Special Programs	96	12	0	0	35	10	0	0	680	0
Passive Programs	0	0	0	9	0	81	0	32	45	0
Holiday Parties	0	0	0	56	0	76	0	0	0	0
Teen Club/Teen Party	59	45	30	69	36	30	31	60	67	43

DANIEL C. McARTHUR, LTD.
Certified Public Accountant

Quail Park III • 501 So. Rancho Dr., Ste. E-30 • Las Vegas, NV 89106 • (702) 385-1899 • FAX (702) 385-9619

April 1, 2024

To the Board of Trustees of Pahrump Library District
Pahrump Nevada, NV

This letter will confirm arrangements discussed with you concerning budget preparation for the year ending June 30, 2025.

We will enter on budget forms budget information provided by the Library District:

- Revenue projections prepared by the Nevada Department of Taxation
- Revenue projections provided by the acting Library Director
- Expenditure projections provided by the acting Library Director

We will meet with the acting Library Director to review the budget information. The Board of Trustees and the acting Library Director will make all management decisions concerning the budget forms.

The tentative budget is the responsibility of the Board of Trustees and the acting Library Director.

The tentative budget will be submitted by the Library District to the Nevada Department of Taxation for review and approval. Any changes required by the Nevada Department of Taxation will be made to the tentative under the direction of the acting Library Director.

Changes to the tentative budget to the final budget will be determined by the acting Library Director and the Board of Trustees.

The Library Director will be responsible for publishing in a newspaper notice of the public hearing for the budget in the month of May.

The final budget as approved by the Board of Trustees will be submitted to the Nevada Department of Taxation for approval. Changes required by the Department of Taxation will be reviewed and approved by the Library Director.

The Board of Trustees is responsible for establishing and maintaining internal controls; and are also responsible for management decisions and functions; for designating a management-level individual (Vanja Anderson, Library Director) with suitable skill, knowledge, or experience to oversee the budget forms preparation services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. Approval (as required by NRS) of the budget document will be that of the Board of Trustees. Our responsibility will be to assist in the preparation of the budget forms.

The Library Director (Vanja Anderson) will be responsible for management of the budget for the year ending June 30, 2025.

We appreciate the opportunity to be of service to Pahrump Library District and believe this letter summarizes the terms of the engagement. If you agree with the terms as described, please sign the enclosed copy and return it to us.

Sincerely yours,
DANIEL C. MCARTHUR, LTD.



Daniel C. McArthur
Certified Public Accountant
Response:

This letter correctly sets forth the understanding of Pahrump Library District.

By _____
Title _____

By _____
Title _____

INTERLOCAL AGREEMENT FOR BUS SERVICES

THIS AGREEMENT is made by and between Pahrump Community Library District ("Library District") and Nye County School District ("School District").

WHEREAS the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et seq.; and

WHEREAS Library District and School District are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS Library District desires that School District provide bus services to Library District as needed for a Library District event to take place on June 6, 2024; and

WHEREAS School District is willing and able to provide such services for Library District;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services:

The School District shall provide two School District's school buses, one bus with seatbelts and booster seats, and one bus without, along with two school bus drivers to drive round-trip the Library District's participants from the Pahrump Community Library District, located at 701 East Street, Pahrump, Nevada, 89048 to Ash Meadows National Wildlife Refuge Visitor's Center, located at 610 E. Spring Meadows Road, Amargosa Valley, Nevada, 89020 on June 6, 2024.

2. Compensation:

Library District shall pay School District for services rendered pursuant to this Agreement a fee of three hundred dollars (\$300.00). Library District shall provide School District with proof of insurance coverage for use of the School District's school bus and school bus driver listing School District as an additional insured.

3. Term:

This Agreement is for a one-day event only to be held on June 6, 2024. This Agreement may be renewed by addendum at the discretion of the parties and upon appropriate official action of the governing body of each party.

4. Amendment and Assignment:

This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Pursuant

to NRS 332.095, neither party may assign this Agreement without the express written consent of the other party.

5. Termination:

This Agreement may be terminated at any time by either party upon 30 (thirty) days written notice, without cause or penalty.

6. Public Records:

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interest.

7. Reciprocal Indemnification:

Library District agrees to indemnify, defend and hold harmless School District, its officers, employees, and agents, from and against, any and all claims demands, or actions, by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of Library District in connection with this Agreement.

School District agrees to indemnify, defend and hold harmless Library District, its officers, employees, and agents, from, and against, any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of School District in connection with the services provided by School District to Library District pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

8. Interpretation:

The laws of the State of Nevada shall apply in interpreting this Agreement, and venue for any dispute arising from the interpretation of the Agreement shall be the Fifth Judicial District Court of the State of Nevada in and for the County of Nye.

9. Entire Agreement :

This Agreement constitutes the complete and final Agreement of the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

10. Authority to Enter Into Agreement:

Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

IN WITNESS HEREOF, the representatives of the parties have set their hand:

Pahrump Community Library District

Dated: _____

Nye County School District

Dated: _____

By: _____

John Shewalter, Chair

By: _____



P.O. Box 5578
Reno, NV 89531

GaryCardinal@CardinalLawReno.com
Tel: (775) 870-7494

INVOICE

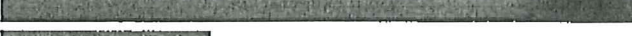
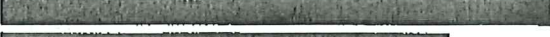
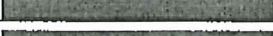
To: Pahrump Community Library Board of Trustees
701 East Street
Pahrump, Nevada 89048

For: Legal Services Rendered from 11/29/2023 to 03/28/2024
Regarding: Hostile Work Environment Complaint dated 03/31/2023
Attorney: Gary A. Cardinal
Attorney Hourly Rate: \$215.00

Total: \$6,170.50 reduced to \$5,000.00 per cap in Engagement Letter

Please remit \$5,000.00 to Cardinal Law Office, Ltd.

Date	Activity	Time	Amount
11.29.2023	[REDACTED]	n/c	n/c
12.02.2023	[REDACTED]	n/c	n/c
12.13.2023	[REDACTED]	n/c	n/c
12.18.2023	[REDACTED]	n/c	n/c
12.18.2023	[REDACTED]	1.10	236.50

12.28.2023	    	.60	129.00
12.29.2023	   	n/c	n/c
01.02.2024	  	.10	21.50
01.08.2024	   	.10	21.50
01.08.2024	  	1.00	215.00
01.09.2024		1.20	258.00
01.09.2024	  	n/c	n/c
01.12.2023	  	n/c	n/c
01.15.2024	  	.80	172.00
01.15.2024	 	.40	86.00
01.16.2024	  	n/c	n/c
01.16.2024	    	.90	193.50

01.17.2024	[REDACTED]	2.00	430.00
01.23.2024	[REDACTED] [REDACTED]	.20	43.00
01.31.2024	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	.80	172.00
02.01.2024	[REDACTED] [REDACTED] [REDACTED]	.30	64.50
02.01.2024	[REDACTED] [REDACTED] [REDACTED]	.20	43.00
02.09.2024	[REDACTED] [REDACTED] [REDACTED]	.30	64.50
02.09.2024	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	.10	21.50
02.09.2024	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	.10	21.50
02.16.2024	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	.30	64.50
02.16.2024	[REDACTED] [REDACTED]	.10	21.50
02.19.2024	[REDACTED] [REDACTED] [REDACTED]	.90	193.50
02.19.2024	[REDACTED] [REDACTED]	2.40	516.00

02.19.2024	[REDACTED]	2.30	494.50
02.19.2024	[REDACTED]	.20	43.00
02.20.2024	[REDACTED]	3.50	752.50
03.04.2024	[REDACTED]	.60	129.00
03.04.2024	[REDACTED]	3.10	666.50
03.18.2024	[REDACTED]	.10	21.50
03.19.2024	[REDACTED]	.30	64.50
03.26.2024	[REDACTED]	.40	86.00
03.26.2024	[REDACTED]	n/c	n/c
03.26.2024	[REDACTED]	2.90	623.50
03.28.2024	[REDACTED]	1.40	301.00
03.28.2024	[REDACTED]	n/c	n/c
TOTAL		28.70	\$6,170.50

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 The AC Guys, 3961 N. Leslie Street, Pahrump, Nevada, 89060 ("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 services as set forth in Estimate Number 277579, dated April 11, 2024, attached hereto and incorporated herein by reference as Exhibit "A."

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 Four (4) maintenance checks per unit shall be defined as services being performed under this Agreement on the following months: March; June; September; and December and shall be referred to as "Maintenance Checks."

3. **TERM.** This Agreement shall commence on the first Maintenance Check month following execution by all Parties and shall continue for a term of one (1) year, or unless otherwise cancelled by either Party as set forth in this Agreement.

4. PRICE.

4.1 Library shall pay Contractor an annual fee of three thousand five hundred twenty dollars (\$3,520.00) at the commencement of this Agreement for the satisfactory performance of the Scope of Work as set forth in paragraph 1.

4.2 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.

5. 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.

6. 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:

- 6.1 Withholding of income taxes by the Library;
- 6.2 Industrial insurance coverage provided by the Library;
- 6.3 Participation in group insurance plans which may be available to employees of the Library;
- 6.4 Accumulation of vacation or sick leave;
- 6.5 Unemployment compensation coverage provided by the Library if the requirements of NRS 612.085 for independent contractors are met; or
- 6.6 Worker's compensation coverage provided by the Library.

7. 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.

8. INDEMNIFICATION AND INSURANCE.

8.1 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.

8.2 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.

8.3 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.

9. 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.

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

11. 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.

12. 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.

12.1 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.

12.2 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.

13. TERMINATION OF AGREEMENT WITH CAUSE.

13.1 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:

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

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

13.1.3 Charging to Contractor all costs caused by the breach.

13.2 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.

14. GOVERNING LAW, VENUE AND COSTS.

14.1 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.

14.2 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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: _____,

The AC Guys ("Contractor")
3961 N. Leslie Street
Pahrump, Nevada 89060

By: _____,

EXHIBIT “A”



The AC Guys

3961 N Leslie St
Pahrump, NV 89060

ESTIMATE	#277579
ESTIMATE DATE	Apr 11, 2024
SERVICE DATE	Apr 11, 2024
EXPIRATION DATE	May 11, 2024
TOTAL	\$3,520.00

Pahrump Community Library
Pahrump Community Library
701 East St.
Pahrump, NV 89048

☎ (661) 435-6544
✉ morrpower@hotmail.com

SERVICE ADDRESS

Pahrump Community Library, 701 East St.

CONTACT US

☎ (775) 727-6800
✉ accounting@gunnysac.com

Service completed by: Bill Howard

ESTIMATE

Services	qty	unit price	amount
Services - Estimate	4.0	\$880.00	\$3,520.00
Quarterly Commercial HVAC Service Plan For Units With Two (2) Compressors.			
Service includes:	1.0	\$0.00	\$0.00
Four (4) maintenance checks per unit. Maintenance check includes: Clean and lubricate all bearings, motors, pumps and drives as required. Check and adjust drive belts as needed. Check for refrigerant leaks. Check evaporator and condenser coils. Check and adjust temperature controls. Tighten loose terminal connections. Check and inspect vent and vent operation. Test operation of safety switches. Check and test electrical circuits, switches and relays. Clean lint and dirt from air cooled condenser coils. Check operating pressures and refrigerant levels. Take starting and running amperages of motors and compressors. Change filters. Any repairs needed during the duration of the plan will receive a 15% discount.			
Services - Estimate	1.0	\$0.00	\$0.00
Quarterly Commercial HVAC Service Plan			
Service includes:	1.0	\$0.00	\$0.00
Four (4) maintenance checks per unit. Maintenance check includes: Clean and lubricate all bearings, motors, pumps and drives as required. check for refrigerant leaks. Check evaporator and condenser coils. Check and adjust temperature controls. Tighten loose terminal connections. Check and inspect vent and vent operation. Test operation of safety switches. Check and test electrical circuits, switches and relays. Clean lint and dirt from air cooled condenser coils. Check operating pressures and refrigerant levels. Take starting and running amperages of motors and compressors. Clean filters. Any repairs needed for the duration of the plan will receive a 15% discount.			
Item - Unit Make, Model, Serial#	1.0	\$0.00	\$0.00
HP-1 Trane M# WCH150E30BBC S# 122811337D			

HP-2
 Trane M# WCH180E30BBC S# 122811301D
 HP-3
 Trane M# WCH240E30BBC S# 122910102D
 HP-4
 Trane M# WCH240E30BBC S# 122910021D
 Mini split
 Daiken M# RXB12AXVJU S# 20633401

Filter size:	24.0	\$0.00	\$0.00
20x20x2 pleated filter			
Filter size:	16.0	\$0.00	\$0.00
20x25x2 pleated filter			
Duration of the agreement is twelve (12) months from date of acceptance.	1.0	\$0.00	\$0.00
Detailed reports will be given on each unit at time of service to include any recommended repairs and a detailed quote to complete those repairs.	1.0	\$0.00	\$0.00

Services subtotal: \$3,520.00

Subtotal \$3,520.00

Total \$3,520.00

Click this link to leave us a review for \$25 off your next service: Must be done in person to receive discount onsite.
 Google Review <https://g.page/r/CQAOI7mMkNfBEAl/review>
 The AC Guys, Nevada State Plumbing NV Lic. #88838, #89710 MHL #0425, BID LIMIT \$2,600,000
 NRS 624.520 RESIDENTIAL RECOVERY FUND.

Payment may be available from the Residential Recovery Fund, if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state.

To obtain information relating to the Residential Recovery Fund and filing a claim for recovery from the Fund, you may contact the

Nevada State Contractors Board at the following locations:

SOUTHERN NEVADA: Address: 2310 Corporate Circle, Ste 200 Henderson, NV 89074. Phone: (702) 486-1100 Fax: (702) 486-1190.

NORTHERN NEVADA: Address: 9670 Gateway Drive, Ste 100 Reno, NV 86521. Phone: (702) 688-1141 Fax: (702) 688-1271. Hours of operation Monday - Friday 8:00 am - 5:00 pm.