

TIMBERLAND REGIONAL LIBRARY
BOARD OF TRUSTEES MEETING
415 Airdustrial Way S.W., Olympia, WA 98501
March 23, 1978

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M I N U T E S

BOARD MEMBERS PRESENT:

Elmer F. Keiski, Chairman - Thurston County
Robert M. Baker - Lewis County
Dorothy Voegel - Grays Harbor County
Shirleen Johnson - Member-at-Large
Donald L. Law - Member-at-Large

BOARD MEMBERS ABSENT:

Donald M. Cox - Pacific County
Alice Harris - Mason County

STAFF PRESENT:

Louise E. Morrison, Library Director
Virginia Barton, Assistant Director, Western Area
Mary Stough, Assistant Director, Eastern Area
Joy W. Ayres, Business Manager
Peg Coppinger, Librarian, Olympia
Michael Hedges, Supv.-Public Info. & Program./Serials Librarian
John Keplinger, Central Services Assistant II
Joyce Nichols, Co-Librarian, Tumwater
Donna M. Schaan, Supervisor-Personnel Administration
Betty Sholund, Reference Librarian, Olympia

Jane Dowdle Smith, Timberland Attorney
Joan Bates, Board Recording Secretary Pro Tem

GUEST PRESENT:

R. F. McCann, Architect

The meeting was called to order at 7:30 p.m. by Chairman Keiski. One item was added to the agenda under Agenda Item No. 5 F. Mileage Rate.

AGENDA ITEM
NO.

1 Approval of Minutes of Meeting of February 16, 1978

78-11 DONALD LAW MOVED THAT THE MINUTES OF THE MEETING OF FEBRUARY 16, 1978 BE APPROVED; SHIRLEEN JOHNSON SECONDED THE MOTION AND MOTION PASSED UNANIMOUSLY.

2 Approval of Vouchers

78-12 SHIRLEEN JOHNSON MOVED THAT VOUCHERS NO. 1969 THROUGH NO. 2114 IN THE AMOUNT OF \$124,509.12 BE APPROVED; DOROTHY VOEGL SECONDED THE MOTION.

- 2 Mrs. Johnson questioned voucher #1991 to the City of San Jose, California in the amount of \$45.00, and Mrs. Morrison replied that this was for a training video tape. Mr. Ayres stated that voucher #2009 to Fowler Signs, in the amount of \$69.89, is for the Timberland North Mason Library; voucher #2057 to Pacific Northwest Bell in the amount of \$4,202.41 is about twice as much as normal because Timberland has not been billed since December 27. He further stated that because Timberland purchased the equipment several months ago in the amount of \$11,290, the monthly service charge is only \$326.25 instead of \$812.85, which it would be otherwise. Mr. Ayres said that voucher #2062 in the amount of \$420.00 is for the Portolese Leadership Institute held at the Service Center which he had an opportunity to attend, along with 13 other Timberland staff members and several people from other libraries in the state. Mr. Ayres stated that he felt this was a good investment. Mr. Keiski questioned voucher #2067 to Floyd Rank in the amount of \$175.00 and Mr. Ayres replied that this is for the sign for the Ilwaco Library which had been purchased quite sometime ago, but had been overlooked for payment. Mr. Keiski stated that he thought the local Friends were going to take care of this and Mr. Ayres said that they shared the cost. Mrs. Johnson questioned voucher #2076 to Showroom One-Twenty-Three in the amount of \$29,256.69 and Mr. Ayres replied that this was for panel systems, shelving, and other interior furnishings. Mrs. Voegel questioned voucher #2023 to Interior Specialties in the amount of \$357.72 and what is meant by "Savage Fund." Mrs. Morrison said that the Savage Memorial Fund is at Montesano and there were about three memorial funds established by Major Fleet who had been a long-time resident in the area. Timberland has continued to carry those special funds on the books until they have been completely depleted. She said that the expenditures are agreed to by the Montesano Library Board and that the Montesano librarian and board are always in consultation with the business office. Mr. Ayres said this particular voucher was for changing the doors in the library and Timberland paid for half and the other half came from the Savage Fund. Mrs. Voegel questioned voucher #2040 to Line 'N Tone in the amount of \$42.55 and Mrs. Morrison stated that this was for electrostatic plates for the offset machine. Mrs. Johnson questioned voucher #2104 to the University of Michigan in the amount of \$60.50 and Mrs. Morrison stated that this was for microfilm. Mrs. Morrison said that voucher #2105 to the State Library in the amount of \$57,642.50 is for the quarterly book fund deposit for cataloged materials. She said although it states that it is for hardbound books, it also includes phono recordings. Mr. Keiski asked about voucher #2112 to Willapa Harbor Motor Co. in the amount of \$118.87 and Mr. Ayres said that is included in the vehicle report which is in the Board's folders. Mrs. Voegel asked if voucher #2108 to White Pass Janitorial Service is a monthly charge and Mr. Ayres replied that it is.

MOTION CARRIED UNANIMOUSLY.

3 Reports

A. Report of Attorney - Jane Dowdle Smith

Mrs. Smith reported on her analysis of the Trustee liability insurance proposals. She said the price quote from Stewart, Smith, Haidinger, Inc. came in today and this policy gives much better coverage and is much less expensive than the proposal from Voight, Walker & Co., Inc. The

3A Stewart, Smith, Haidinger, Inc. policy has a \$1,000,000 blanket coverage aggregate with \$1,000 deductible, and the premium is \$3,220. If the Trustees would want \$3,000,000 blanket coverage aggregate with \$1,000 retention, the premium would be \$5,220. The Voight proposal has a limit of \$100,000 each loss with \$1,000,000 aggregate with a deduction of \$5,000 and the premium would be \$3,960. Mrs. Smith said that it is clear that the Stewart, Smith, Haidinger, Inc. policy would be the best one for the Board to purchase. She thinks that at this point \$1,000,000 coverage would be adequate. Mrs. Morrison said this would cover almost any kind of lawsuit, but would not cover automotive; however, the Trustees are covered in the automotive liability policy which is a \$1,000,000 umbrella. Mrs. Smith stated that she knows of no library in the state which has been involved in any litigation of this kind and the Trustees are dealing in a field where they don't know yet what kind of exposure there is. Mr. Law said that he is concerned that there isn't anyone on the staff who would be missed in all the policies carried by the library. Mrs. Smith said that there is a policy which covers all of the employees of the library and Mrs. Morrison said that the library also carries employee fidelity bonds. Mrs. Morrison recommended the proposal from Stewart, Smith, Haidinger, Inc. Mr. Law recommended that the Board consider a higher deductible such as \$5,000 or even \$10,000 since a liability suit would be an unusual occurrence. Chairman Keiski requested that this be checked into further.

Mrs. Smith reported that she is still in contact with the attorney in Tacoma with regard to the damaged projector. She said that she feels she will eventually be able to settle this matter.

B. Report of Architect - R. F. McCann

Mr. McCann had a sample of the correct tile which will replace the tile erroneously laid in the restrooms. He said that this will be taken care of soon. The planters have been installed in the courtyards. Since the concrete planters are being used instead of the wooden ones, the courtyards were redesigned. Mr. McCann said that, personally, he is happy with the concrete planters and benches since they leave more space for people to sit down. The east courtyard has more planters than the west courtyard. Mr. McCann said that originally there was to be one large planter that had a lot of bushes with a tree in the center and smaller planters with small plants. Instead, the tree will be put in the square planter with two round ones around it and the other three round planters on the other side of the courtyard as shown in the sketch Mr. McCann had. Mr. McCann said his office will be going into an arbitration situation to find out if the general contractor or the landscape contractor pays for these planters. The drawings are set up as site work-landscaping and site work-electrical. He said that on the site work-landscaping, the parking lot identification and a number of other pieces of information are shown as a site work drawing and Mr. McCann said that he maintains that the general contractor should look at the site work drawings generally with the idea in mind to see if there is anything he should be providing. As an architect, Mr. McCann said he does not state the provisions of labor in the construction process. He does not come onto the job and say to the general contractor that the landscape contractor will provide that section of work, the electrical contractor will provide another section of work, etc. That is part of the day-to-day operations of the general contractor

3B and it is at the general contractor's discretion to decide who is going to do what. As it happened with the planters, no one took the responsibility and no one realized that no one had taken the responsibility.

Mr. McCann reported that approximately 50% of the retainage is being released on his authorization. He explained that the retainage can be any amount that the architect, contractor and owner agree on, but there must be retained a minimum of 10% on the first \$100,000 and 5% on the remaining. EDA said that the retainage for all the EDA work would be 10% by law. Mr. McCann said the situation is that Washington state law does not say what the maximum is, only what the minimum is. He stated that the contractor asked that the retainage be deposited somewhere where it could earn interest. Mrs. Smith said that the contractor can specify where the retainage is to be deposited. Mr. McCann stated that this retainage is released to the contractor on the completion of the job pending final satisfaction of the owner and architect that the building is functional. While the retainage is in the bank during the construction process, it is supposed to be earning interest. Mr. McCann said that the 5% follows state law to the letter and his office was advised by Mr. Walt Isaac, who was the EDA coordinator assigned to this job for the purpose of giving advice on matters such as these, that this was the correct method to follow. The contractor at this point has decided that the full 10% should have been subject to earning interest and the contractor is asking for the amount of the difference in interest that he would have received if the full 10% had been put in the bank account. The reason 10% was not put into the bank account was because the amount of money available for deposit to the contractor's retainage account at any given time was only available from EDA in proportion to completion of the work on the building, and, therefore, the final draw from EDA for completion of the building is made when the building is in the last few weeks of completion. So in order to have made up the difference between the 5% and 10% at every point along the way, it would have required the library to come up with this money out of its own pocket. Mr. McCann said that the question is: How can the library deposit money which is not legally available to the library? He stated that it sounds like the contractor is testing the conflict between state and federal law at this point.

Mrs. Morrison commented that she felt the problem was whether or not the contractor gets the interest on that money if it is not in an escrow account. She said that Timberland has had the use of that money because it was not deposited in an escrow account and Timberland made more interest last year than anticipated. She asked if it would be fair to ask the contractor if he would be willing to accept interest because Timberland would have had to deposit money in that account out of Timberland's funds since Timberland cannot get the federal funds until the job is actually completed. Does the contractor care if the money is deposited in the escrow account or if he just gets the interest on it? Mr. McCann said that the contractor is only concerned about getting the interest he feels he should get, and the contractor feels he has lost about \$1,000 in interest.

Mrs. Smith explained that, basically, what happened here is that Mr. McCann drafted a Standard Form of Agreement Between Owner and Contractor. In

- 3B Article 5, Progress Payments, it stated "The Contractor shall submit Application for Payment . . . for the previous month to the Architect Checks will be mailed on or about the first or second day of the following month. There will be a retainage of ten (10%) percent on each billing until the contract is completed." Mrs. Morrison then questioned the 10% retainage, and Mrs. Smith checked into the statute which says that 10% of the first \$100,000 must be retained and 5% of the rest. So additional language was added to this Contract Article 5 as follows: "There will be a retainage of ten (10) percent on each billing up to the first one hundred thousand dollars of construction and five (5) percent on each billing thereafter until the Contract is completed, to be deposited with Auburn Branch of Rainier National Bank pursuant to the Contractor's escrow instructions dated March 24, 1977." This additional language was initialed on the Contract by Mr. McCann. Mr. McCann said that he had mailed a photocopy of the contract to Venture but he didn't get an initialed copy back. After more discussion and because there were still some unanswered questions at this time,

78-13

DON LAW MOVED THAT THIS MATTER OF INTEREST REIMBURSEMENT TO VENTURE CONSTRUCTION BE TABLED; BOB BAKER SECONDED THE MOTION AND MOTION PASSED UNANIMOUSLY.

Mr. Keiski asked why the parking lot striping had not been painted during the recent good weather. Mr. McCann replied that the contractor just had not done it yet and there are a few other problems which need to be taken care of yet also. There was discussion on the sign to be put in front of the building and all Board members were satisfied with the new design. Mrs. Morrison stated that there are some problems with several conference tables which Showroom One-Twenty-Three needs to take care of. Mr. McCann felt that all of these problems will be taken care of by the grand opening in May. There was also discussion on the roof problems since crows have been pecking at the insects which got sealed in and the crows are making holes in the roof. Mrs. Morrison said that one solution to this might be to put fake owls on the roof because crows are scared of owls.

Mr. Keiski asked about Timberland's relationship with Mr. Isaac at this time and whether his part of the contract is completed. Mrs. Morrison said that he has been paid, but he is not finished until all the final reports are completed.

5 Unfinished Business

A. White Pass Building

Mrs. Morrison reported that she had received a reply to the letter written to Mr. Stoker in which she indicated that Timberland might be interested in buying the building which houses the White Pass Library. In his letter, Mr. Stoker apologized for the removal of the Maple tree at the library, but he had been advised that the tree was diseased and for safety reasons, the tree was cut down. Mr. Stoker also said in his letter that "For sometime now I have been considering selling this property. Keeping in mind the current market values, I would be interested in receiving an offer from you." Mrs. Morrison read a telegram which was sent to Mr.

5A Stoker on March 22, 1978, over Mr. Keiski's signature:

"Your March 15, 1978 letter received March 20, 1978. Board will begin discussion at meeting tomorrow night (March 23). Meantime, we note that present lease on Packwood facility expires on March 31, 1978. Will you agree to short term extension of present lease not to exceed 120 days, pending further action by the Timberland Board? Please wire collect, 415 Airdustrial Way S.W., Olympia, WA 98501, if this is agreeable.

"Elmer Keiski, Chairman
Timberland Regional Library Board of Trustees"

Mrs. Morrison read Mr. Stoker's telegraphed reply to Mr. Keiski as follows:

"Regarding your telegram received March 23, 1978, I am in full agreement to an extension of 120 days, however, I feel that an adjustment to cover the cost of inflation is necessary. Rent in the amount of \$230 per month for the extended time should be agreeable. This will give us time to get together on a new three year lease that will be satisfactory to both of us. My sincere appreciation and love to the City of Packwood."

Mrs. Morrison said she felt the Board should still proceed to see if Mr. Stoker is willing to sell the property, and, if so, under what terms, and get an appraisal of the property. Timberland has been paying \$155 per month and \$230 a month is not an unusual increase after five years.

78-14

BOB BAKER MOVED TO APPROVE LEASING THE WHITE PASS LIBRARY BUILDING AT \$230 PER MONTH FOR 120 DAYS AND THAT THE DIRECTOR WOULD CORRESPOND WITH MR. STOKER WITH REGARD TO PURCHASING THE PROPERTY. SHIRLEEN JOHNSON SECONDED THE MOTION AND MOTION PASSED UNANIMOUSLY.

B. North Mason Building

Mrs. Morrison recommended that the Board decide on building size, a price, and start interviewing architects. She said she would like to see it started this year and that it could be spread over a two-year budget. Mr. Keiski asked Don Law, Alice Harris, and Mary Stough to act as a sub-committee on this and come back to the Board with recommendations.

C. Set date for grand opening of Service Center

Mrs. Morrison recommended that the grand opening be set on Sunday, May 21. She said that invitations would be sent to all the City Councils, County Commissioners, Treasurers, Auditors, Assessors, library boards and libraries from all over the state, and others. This date was agreeable to all Trustees.

D. Trustee attendance at WLA Conference

Chairman Keiski said that Mrs. Morrison would need to know how many Trustees would like to attend the April 22 meeting. He suggested that interested Trustees fill out the registration forms and Mr. Ayres would send them in. Mrs. Morrison commented that the Timberland Board's

5D membership fees are paid by the district to the Washington Library Association, American Library Association, and the Pacific Northwest Library Association. She said there is no fee for registration if Board members just attend the Saturday session, but they must be pre-registered.

6 New Business

A. Rainier Bank retainage account (Venture Construction)

Mrs. Morrison recommended that the retainage in the Rainier Bank account be released to Venture Construction, which is about \$47,000 and is half of the 10% retainage. She said the rest of it has never been deposited. Timberland still has 5% of the total contract. The architect has authorized Timberland to release it, but she feels the Board also should release it.

78-15 BOB BAKER MOVED TO RELEASE THE RETAINAGE IN THE RAINIER BANK ACCOUNT IN THE AMOUNT OF \$47,761.51; DON LAW SECONDED THE MOTION AND MOTION PASSED UNANIMOUSLY.

The Board was advised that Timberland Regional Library has been invited to take part in the Mason Regional Planning Council's meetings once a month. Timberland would act as a resource and give input in planning and talk about library problems. Mr. Keiski asked to see about getting an in-kind contribution and the Board will look at this matter again.

Mrs. Morrison said she assumed that the Board had no objection to the new position at Hoquiam which she had outlined in a previous memo to the Board. This position was approved by the Job Study Group. Mr. Keiski stated that the Board should review the needs of some of the other libraries.

3 Reports

C. Staff

(1) Director - Louise E. Morrison

Mrs. Morrison reported that she has received no word from Bucoda with regard to their contract. The last payment received was for the third quarter of 1977. It was agreed that Jane Smith should correspond with Bucoda's City Attorney on this matter.

(2) Assistant Director, Western Area - Virginia Barton

Mrs. Voege asked if the Lions Club proposal to construct a community center on school property at Amanda Park would go forward. Mrs. Barton said she did not know at this point and there has been no formal meeting on this as yet. She said that this is about the third time this proposal has been brought up but it has never yet materialized.

(3) Assistant Director, Eastern Area - Mary Stough

Mrs. Stough's written report was in the Board's folders.

3C (4) Business Manager - Joy W. Ayres

Mr. Ayres reported that the library district is in the "black" and that two contract cities have paid the first quarter of 1978 contract fee. Statements have gone out to all contract cities for the first quarter.

4 Correspondence

A. Letter dated March 15, 1978 from Department of Revenue re 1978 levy

Mrs. Morrison said that the Board has already received a copy of this letter signed by William P. Parten, who is Assessment Standards Advisor for the Department of Revenue. Chairman Keiski read the letter as follows:

"This is in response to your telephone conversation with Clyde on February 16 and your letter on February 28, regarding the Timberland Regional Library District levy for 1978.

"As you stated in your letter, the 1978 levy was certified at 47.44¢. The levies actually extended by the counties are as follows:

"Grays Harbor	48¢
Lewis	47.44¢
Mason	48¢
Pacific	48¢
Thurston	47.44¢

"We are informed that the counties levying the 48¢ do not have the machine capability to go out two more places.

"Pacific County is in the process of converting to a new data processing system which should be capable of extending the levy out two more places. Also, Grays Harbor County is considering new data processing systems which should overcome this levy problem.

"Until each county has the capability of extending the levies out to at least four places, we will continue to have the levy problem you experienced.

"It is our position that the levies as extended in the five counties for 1978 is within an acceptable range for a uniform levy, taking into account the equipment limitations and considering the counties will in the future develop the capabilities to extend the proper levy.

"It is our recommendation however, that any rounding in an individual county for 1979 take into account the rounding up in 1978."

Mr. Baker said he thought the problem was that the counties without the proper machines were levying 47¢ instead of 48¢. Mrs. Morrison said she had been going by the Forest Excise Tax printout and they had rounded it down to 47¢ for the purpose of printing and Mr. Parten has checked with the counties and they are actually rounding it up to 48¢ because they cannot handle the 47.44¢.

- 4 B. Memo from WLTA Trustee Citation Committee dated January 31, 1978

(This was not read since it was received too late for action.)

- C. Letter from Lewis County Commissioners dated February 16, 1978, re appointment of Donald L. Law to Board
- G. Letter from Mason County Commissioners dated February 16, 1978, re appointment of Donald L. Law to Board

These letters were acknowledged.

- D. Letter from James Stoker re White Pass building

See Agenda Item 5A.

- E. Letter from State Librarian re contract for Washington Correctional Center

Mrs. Morrison said that this is the official termination of the institutional contract for the Washington Corrections Center. Chairman Keiski read the letter as follows:

"This letter serves as official notification that we will not be renewing our contract with the Timberland Regional Library for institutional library service when the present agreement expires on June 30, 1978. A number of factors have contributed to this decision to discontinue contracts with public libraries for service to the state institutions. Our commitment to providing library service to the residents of the institution in question has not changed and every effort will be made to maintain the quality service presently enjoyed.

"I wish to thank you for the many years of concerned service you have extended to the Washington Correction Center. We will be attempting to effect this transition without an interruption of services and will make every effort to maintain the standards of service that have been established.

"If you have any questions regarding this action, please contact Gary Strong, Associate Director for Services, at 753-2916 or Keith Clement, Chief of Special Services, at 753-5596."

Mrs. Morrison explained that staff knew a year ago but that now Timberland has received official notice that the State Library will not be renewing its contract with Timberland for institutional library service. The State has always paid for this service, but instead of contracting with public libraries, the State Library will be providing the service itself beginning July 1, 1978.

- F. Letter from Venture Construction re retainage account

The Board requested that this letter dated March 16, 1978 be reflected in the minutes as follows:

4F "It has come to our attention that the full amount of retained earnings from our contract were not deposited in the interest bearing account. The escrow account was established at the commencement of our contract in accord with RCW60.28.010, .020 and .050. In accord with this statute the retained earnings should have been deposited in their entirety.

"Your obtaining funding from EDA does not negate the Revised Code of Washington. Accordingly, the full amount of retained earnings should have been deposited to our escrow account.

"Failure to deposit the total retained earnings has caused Venture Construction, Inc. to lose \$1,000.00 in accrued interest. We request that we be reimbursed for this lost interest. Furthermore, we request that the balance of the retained earnings which you are holding be immediately deposited to the escrow account established for this contract."

See Agenda Item 3B, Motion #78-13.

5 Unfinished Business

E. Trustee Liability Insurance

See Agenda Item 3A

Chairman Keiski stated that he had provided the Trustees with a draft of a professional service contract with the Director and the two Assistant Directors. He has made several changes in that first draft which he would be willing to discuss with the Trustees or send a second draft to them with these changes. The Trustees agreed to go into Executive Session at the end of the meeting to discuss this further.

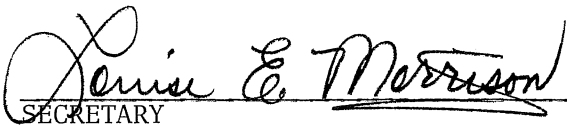
5 Unfinished Business

F. Mileage Rate

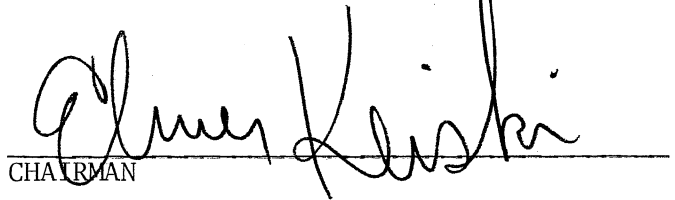
It had been suggested at an earlier meeting that the mileage allowance for the district be raised from 13¢ per mile to 15¢ per mile. Mrs. Morrison said that the state is paying 14¢ per mile if no state car is available. The federal government is paying 17¢ per mile if no federal car is available. Thurston County is paying 15¢ per mile and Mrs. Morrison recommended that the Board raise the mileage allowance to 15¢ per mile for the district. She said that the budget can handle this increase. This would be the rate that Trustees and employees of Timberland would receive. Mr. Law said the state policy now is if no state car is available, the rate is 14¢ per mile, but if a state car is available and the employee uses his/her personal car, the rate is 11¢ per mile. He said this is to encourage use of state cars. Mr. Law felt that since Timberland employees have to use personal vehicles so much, that the rate should be 15¢ per mile. Mr. Baker said he would like to await action on this matter until Mr. Cox returns since Mr. Cox originally brought it up. Mr. Law asked Mrs. Morrison how much she has to drive her own vehicle. She said she often puts in for about 200 to 300 miles per month at the most compared with Mrs. Barton and Mrs. Stough who put in considerably more. Mr. Law asked if there are

5F statistics available on vehicle miles on Timberland vehicles vs. vehicle miles on personal vehicles. Mr. Ayres said that in 1977, private vehicles used 54,419 miles. He said he did not have a mileage figure for Timberland vehicles at this time. Mr. Law said that this should be rationalized with what appears to be state policy and this is what he is concerned about. Mrs. Morrison said that the rule in Timberland is that staff use the staff car if it is available. If there is a conflict, then the person who is going the furthest, or who is taking the greatest number of people, will use the staff car. Mr. Baker asked how many staff cars there are in Timberland. Mrs. Morrison said there are vehicles at the Service Center, Centralia, Montesano, Hoquiam, Raymond, and Olympia. Mrs. Barton said she will not use her own car if there is a staff car available because the insurance costs are too great. There was discussion on which policy would cover a private vehicle involved in an accident while on library business--the employee's insurance or the library district's insurance. Mrs. Morrison said that the people who drive regularly are named on Timberland's insurance policy. Mr. Law asked if in the event an employee has an accident in his/her private vehicle on library business and the library is also sued, does Timberland's policy cover this? Mrs. Morrison was quite sure that it would, but she said this would be checked into. Chairman Keiski said the Board should possibly consider buying a few more vehicles. It was agreed by the Board that this would be discussed further at the next regular Board meeting.

There being no further business, the meeting adjourned at 9:53 p.m. The Board went into Executive Session to discuss the proposed contracts with the Director and two Assistant Directors.



SECRETARY



CHAIRMAN