

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

April 7, 1981

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M I N U T E S

BOARD MEMBERS PRESENT:

Alice Harris, Chair - Mason County
Shirleen Johnson - Member-at-Large
Elmer F. Keiski - Thurston County
Donald L. Law - Member-at-Large
Larry Parsons - Lewis County
Paul Polillo - Pacific County
Dorothy Voegel - Grays Harbor County

STAFF PRESENT:

Louise E. Morrison, Library Director
Virginia Barton, Associate Director for Research & Planning
Mary Stough, Assistant Director for Public Services
Sally Loken, Assistant Director for Central Services
Tom Mayer, Supervisor-Personnel Administration
Michael Crose, Business Manager
Su Chapple, North Mason Librarian

Liane Bascou, Board Recording Secretary

GUESTS PRESENT:

Ralph Murphy, TRL Consultant
Ron Rowe, Architect

Mrs. Harris called the meeting to order at 7:35 p.m. She called for an Executive Session for the purpose of discussing contract negotiations with the district's consultant, Ralph Murphy.

The meeting reconvened at 8:50 p.m.

AGENDA ITEM
NO.

- 1 Consideration of contract with architectural firm of Olson-Rowe/Architects, A.I.A.

Mrs. Harris introduced Ron Rowe of the architectural firm of Olson-Rowe. She stated that all Board members have received a copy of the proposed contract between Timberland Regional Library and Olson-Rowe for remodeling of the building in Packwood. Mrs. Harris asked Board and staff if they had any questions to ask of Mr. Rowe. Mrs. Morrison stated she had a question which Mr. Parsons had raised to her earlier regarding Article 10 in the proposed contract entitled "Other Conditions or Services." She quoted from the article wherein it states "Describe any services not included above which are to be performed by the Architect or Owner. State whether services to be provided by the Architect are Basic Services or Additional Services." Mr. Rowe explained that

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Article 10 tries to set up the kind of criteria which establishes what is referred to as phase I, such as getting the roof replaced and interior partitions. He has listed these items mainly because of the budgetary limitations that have been put on remodeling this building. Mr. Rowe said he really doesn't know what else can be done until the roof is replaced and he will try to do all of the things listed in Article 10 if the budget will allow. He stated that these items listed in Article 10 are "Basic Services." Mrs. Johnson referred to item 8 under Article 10 which states "Electrical power distribution, heating and lighting will be modified to accommodate the final plan." She asked what "final plan" means. Mr. Rowe explained that Timberland staff is developing schematic plans and at this point in time he does not have the final plan. He said that the electrical services have been reviewed and it appears to be sufficient. Mr. Rowe stated that the intent of item 8 is to say that as soon as he has received input from staff, the lighting and power outlets will be modified so that he can secure some competitive proposals for making those modifications. Mrs. Harris informed Mr. Rowe that Shirleen Johnson is Chair of the White Pass Committee. Mr. Parsons asked if the items in Article 10 are things which will be taken care of if money is available. Mr. Rowe replied that these items were discussed during and prior to actual review of the building. He set these items down in his original proposal letter and thought it would be a good idea to restate them here in the contract.

Mr. Rowe said this contract is limited in scope. He said there is one which A.I.A. puts out for special services which would probably have worked out just as well. Mr. Rowe stated this remodeling does not require the normal services of an architect, but rather more of a construction manager. He said there are certain things which will have to be done to the building. Mr. Rowe said he does not anticipate that a lot of drawings will have to be done but will involve specifications and coordination of the construction. Mr. Law stated that he had mentioned last month that he is a personal acquaintance of Mr. Rowe's partner and has a great deal of faith in the architectural firm and relies very much on their level of expertise and good faith that he recognizes already.

Mr. Polillo stated that he notices in Article 10 that an alternate to a cedar shake roof is composition shingles. He said that personally he feels that if the Board decides not to put on a cedar shake roof, that composition shingles would spoil the looks of the building. Mr. Rowe agreed. Mr. Polillo asked what the square footage of the roof is and Mr. Rowe replied that he does not know at this time. Mrs. Voegel asked about a word on page 1 of the proposed contract which she is not familiar with--"retrofit." Mr. Rowe explained that this means renovation or refitting of a structure to a new use. Mr. Keiski said he also would like to see a new cedar shake roof put on the building but he is concerned about the proximity of the building to Mt. St. Helens and how cedar shake would hold up to ash in the event of another volcanic eruption. Mr. Rowe said that he feels that a cedar shake roof will be as resistant to that kind of activity as any other material would be. Mr. Rowe said the building does create a little bit of a problem on the overhangs where they have utilized round poles. He said part of the problem with deterioration in the

- 1 roof is in the sheeting. He really does not know what is under the present roof, which will have to be removed. Mr. Rowe said the overhangs will have to be dealt with carefully and he has some thoughts on how to do this and still maintain the character of the building. He said he hopes they will not run into a problem with dry rot.

Mr. Keiski asked about 9.4 where it states "Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due . . ." and why Timberland would get involved with paying interest. Mr. Rowe said that this is a standard form and he does not think that Timberland ever would get involved with interest. He said that once bills are submitted to a public entity such as Timberland, the bills are paid immediately. Mr. Keiski also referred to the front page where it states "This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification." Mr. Keiski stated that Timberland does not have an attorney and wondered if Timberland would need an attorney to review this. He said he himself does not have any hangups with the contract. Mr. Law stated that this is a "stock" contract.

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PAUL POLILLO MOVED TO ACCEPT AND SIGN THE CONTRACT WITH THE ARCHITECTURAL FIRM OF OLSON-ROWE/ARCHITECTS, A.I.A.; DOROTHY VOEGE SECONDED THE MOTION. MOTION CARRIED UNANIMOUSLY.

Mr. Rowe submitted some requirements for Timberland's insurance carrier to review regarding specifications for the roof. Mr. Polillo asked if Mr. Rowe will be moving forward with this soon. Mr. Rowe stated that he will have specifications completed for the roof and ready to go out for bids by the end of the week and call for bids by April 23. Mr. Rowe said it would be helpful if roofing contractors in the area could be made aware of this project.

- 2 Consideration of appointment of Timberland Regional Library Attorney

Mrs. Morrison said she has had several verbal expressions of interest. She had, at Mr. Keiski's suggestion, talked to several attorneys who might be qualified and interested. Mr. Lundgaard, President of the Thurston/Mason Bar Association, has expressed his hope that the Board can wait until he can announce this to the Thurston/Mason Bar Association at its next meeting on April 20. Mr. Law said he is going to try to attend this meeting and try to answer any questions which might arise.

- 3 Discussion of pending legislation and its possible effect on Timberland Regional Library

Mrs. Morrison reported that the latest she has heard is that SSB 3150 is still in House Rules. Mrs. Harris said she would like to know the Board's feeling on annexation. She said that she feels that Timberland will need to put together a firm policy on what Timberland is willing to do in the event a city wishes to annex to the library district. Mr. Keiski stated that he thinks that Timberland should go on record in opposition to this and send a letter to the appropriate legislative committee expressing Timberland's opposition. Mr. Keiski said he does not feel that this is in the best interests

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of library districts since it raises more questions than it provides answers. He said that this puts Timberland in an untenable position unless Timberland is willing to create an assertive contract with cities that may wish to annex to the library district.

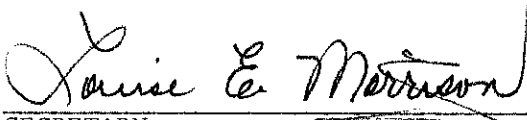
Mrs. Harris stated that her feeling is that Timberland cannot support it because there are so many unanswered questions. Mrs. Morrison reminded the Board that several weeks ago she sent copies of the existing law to the Board, which is already on the statutes. She said all that this new law would do is to change the population ceiling and, for 1981 only, the date during which the boundaries of districts would be determined so that districts would be able to levy for 1982 even though they are annexed for 1981. Mrs. Morrison explained that there already exists the ability for cities to annex to library districts. This legislation does not change this in any way as far as Timberland is concerned except to add capabilities for the five cities of Aberdeen, Centralia, Chehalis, Hoquiam and Olympia. Mrs. Morrison said this is also the same bill which contains the trustee protection which is why library people did not fight it at this point. She said that a library district can say "no" to a city which may request annexation. Mr. Keiski said this is true if the district has an alternate "game plan." Mrs. Morrison stated that Timberland does have an alternate "game plan" and that is to calculate a city's contract fee based on the city's individual 106% limitation. Mr. Law said he agrees with Mrs. Morrison. He said the new legislation is narrow in its scope. Mr. Law stated that in the process of charging ahead with this piece of legislation, the people who wanted it perhaps hesitated to say that now that they are amending the statute, they should clarify some questions which are hanging over this. He said that to him that is his criticism. He said it will probably be another 10 years before this is amended again and legislators should have looked at this in the context of clarifying it. Mr. Law said that it broadens the headaches library districts may have with this legislation in that it includes cities which have not been able to annex before.

Mrs. Johnson asked if any cities in Timberland have considered annexation. Mrs. Morrison said she has not heard from any. Mrs. Johnson stated that a member of the Chehalis Library Board has asked her to attend a meeting on the 23rd of April. This board member mentioned that a Friends group is getting started. Mrs. Johnson said the point is that the Board and a possible Friends group are trying to raise money for the library. She said that the Chehalis Board does not wish to consider annexation, but she is certain that the city might consider it. Mrs. Morrison said that if the Timberland Board is interested in considering annexation and if there is some question about the legality of the support for a building being paid by the city once that city is annexed to a library district, she would think that what the Board might do is to instruct her to contact the Washington State Library requesting an Attorney General Opinion. She said at least it might give Timberland some guidance. Mr. Law said he would prefer that once Timberland has hired its own attorney, that this would be one of the first things for the new attorney to look into. He said that it would be to Timberland's advantage if Timberland had a standard contract already in existence


3 at the time of a request for annexation. Mrs. Voege agreed that Timberland should be prepared with some kind of document. Mr. Parsons stated that he also thinks Timberland needs agreement of the Board on this matter and more input. It was agreed that the Board should wait on this matter until Timberland has hired an attorney to look into this matter further.

Mrs. Harris announced that the next meeting of the Board is April 16 at 7:30 p.m. at the Service Center. She reminded Board members of the WLA Conference in Ellensburg. Mrs. Voege and Mr. Parsons stated that they both plan to attend. Mr. Keiski said he hopes to attend the ALA conference at the end of June. Mrs. Harris also reminded Board members of the retirement party for Bob Baker on May 9 at Packwood.

There was no further business and the meeting adjourned at 9:25 p.m.



SECRETARY



CHAIR