



GOVERNING BOARD OF LIBRARY TRUSTEES

AGENDA: REGULAR MEETING

Thursday, April 14, 2016
7:00 PM

Council Chambers, City of Dixon
600 East A St., Dixon, CA 95620

1. CALL TO ORDER

2. CLOSED SESSION

- a. Performance Evaluation: Library Director [Gov't Code section 54957.6]

3. BUSINESS MEETING

- a. Pledge of Allegiance

- b. Roll Call:

Trustees:

Caitlin O'Halloran, President
Guy Garcia, Vice President
John Gabby, Clerk
Joe Dipaola, Member

Staff:

Steve Arozena, Library Director

4. NOTICE TO PUBLIC

Any member of the public wishing to address the Governing Board on a topic within the subject matter jurisdiction of the District but not on the agenda may do so during the PUBLIC COMMENT period identified in this agenda. By law, subjects not on the agenda cannot be acted upon by the Board except to briefly respond, clarify, or refer to staff for review and presentation at a future meeting. The Board President will recognize you for public comment on matters on the agenda at the appropriate time.

5. CORRESPONDENCE

6. CONSENT AGENDA

7. PUBLIC COMMENT

8. GUESTS & PRESENTATIONS

9. DIRECTOR'S REPORT

- a. 2016/17 Budget overview
- b. Library activities

10. ONGOING BUSINESS

- a. Addition to Policy 4001 Rules of Conduct Information/Discussion/Action

11. NEW BUSINESS

- a. Amendment of 2015/16 Moreno contract Information/Discussion/Action
- a. Extension of Moreno contract for 2016/17 Information/Discussion/Action
- b. Approval of minutes of March 10, 2016 meeting Information/Discussion/Action

The Board President legally posted this agenda in accordance with the Brown Act on: April 11, 2016. In compliance with the American's with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Library at 707-678-5447. Notification of at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

Dixon Public Library - Fund 426, Net Position as of March 31, 2016

Assets	Actuals - Fiscal years 2015-2016				
Cash in Treasury	\$	678,727			
Imprest Cash	\$	700			
Other assets	\$	3,830			
Future Loan Redemption Requirement	\$	9,624			
Land	\$	427,021			
Structures and Improvements	\$	1,097,826			
Equipment	\$	259,861			
Construction-in-progress	\$	581,339			
Allowance for Depreciation	\$	(1,177,346)			
Total Assets	\$	1,881,582			
Liabilities and Equities					
Outstanding Warrants	\$	9,998			
Other Liabilities	\$	6,854			
Due to Other Agencies	\$	7,990			
Accrued Compensated Absences	\$	9,624			
Reserve - Other (Imprest Cash is \$700)	\$	279,700			
Fund Balance Available	\$	329,392			
Investments in General Fixed Assets	\$	1,188,701			
Revenues	\$	671,540			
Expenditures	\$	(749,498)			
Appropriations	\$	127,283			
Total	\$	1,881,582			
Revenues					
		Actuals - Fiscal years 2015-2016	Annual Budget	Actuals % of Annual Budget	Remaining Budget
Revenue From Library Operations	\$	11,187	\$ 16,162	69%	\$ 4,974
Revenue From State & County Govt.	\$	650,899	\$ 937,497	69%	\$ 286,598
Revenue From Grants	\$	-	\$ -	0%	\$ -
Other Revenues	\$	9,454	\$ 16,101	59%	\$ 6,647
Total Revenues	\$	671,540	\$ 969,759	69%	\$ 298,220
Appropriations					
Salaries & Employee Benefits	\$	497,217	\$ 679,960	73%	\$ 182,744
Services & Supplies	\$	252,129	\$ 411,482	61%	\$ 159,353
Other Charges & Fixed Assets & Deprec	\$	153	\$ 5,600	3%	\$ 5,447
Total Expenditures	\$	749,498	\$ 1,097,042	68%	\$ 347,544
Revenues less Appropriations	\$	(77,959)	\$ (127,283)		

Fund 428, Net Position as of March 31, 2016

Assets	Actuals - Fiscal years 2015-2016				
Cash in Treasury	\$	561,491			
Due from Other Agency	\$	-			
Land	\$	1,175,043			
Construction-in-progress	\$	79,453			
Allowance for Depreciation	\$	-			
Total Assets	\$	1,815,986			
Liabilities and Equities					
Fund Balance Available	\$	371,177			
Investments in General Fixed Assets	\$	1,254,495			
Appropriations	\$	-			
Revenues less Expenditures	\$	190,314			
Total	\$	1,815,986			
Revenues					
		Actuals - Fiscal years 2015-2016	Annual Budget	Actuals % of Annual Budget	Remaining Budget
Other Revenues	\$	193,239	\$ -	0%	\$ -
Total Revenues	\$	193,239	\$ -	0%	\$ -
Expenditures					
Salaries & Employee Benefits	\$	-	\$ -	0%	\$ -
Services & Supplies	\$	2,925	\$ -	0%	\$ -
Other Charges & Fixed Assets	\$	-	\$ -	0%	\$ -
Total Expenditures	\$	2,925	\$ -	0%	\$ -
Revenues less Appropriations	\$	190,314			

SELECT FUND: 426.428

Fund Description
 =====
 426 DIXON PUBLIC LIBRARY DISTRICT

Account Code	Sub-Account Debits	Sub-Account Credits	Account Debits	Account Credits
CASH IN TREASURY	678,727.41			
CASH IN TREASURY			678,727.41	
IMPREST CASH	700.00			
IMPREST CASH			700.00	
ACCOUNTS RECEIVABLE	167.47			
ACCOUNTS RECEIVABLE			167.47	
RETURNED CHECKS	170.80			
RETURNED CHECKS			170.80	
FUTURE LOAN REQUIREMENT	9,623.89			
FUTURE LOAN REDEMP REQ			9,623.89	
LAND	427,020.70			
LAND			427,020.70	
BUILDINGS AND IMPROVEMENTS	1,097,825.95			
BUILDINGS AND IMPROVEMENTS			1,097,825.95	
EQUIPMENT	259,860.62			
EQUIPMENT			259,860.62	
CONSTRUCTION IN PROGRESS	581,339.25			
CONSTRUCTION IN PROGRESS			581,339.25	
ACCUMULATED DEPRECIATION		1,177,345.61		
ALLOWANCE FOR DEPRECIATION				1,177,345.61
PREPAID EXPENSE	3,491.85			
PREPAID EXPENSE			3,491.85	
Total Assets			3,058,527.94	1,177,345.61

SORT ORDER: SUBOBJ within ACCTTYPE within within within FUND

SELECT FUND: 426,428

Fund	Fund Description	Account Code	***** Sub-Account ***** Debits	***** Credits *****	***** Account ***** Debits	***** Credits *****
426	DIXON PUBLIC LIBRARY DISTRICT					
	Liabilities and Equities:					
	OUTSTANDING WARRANTS	0000699		9,997.71		9,997.71
	OUTSTANDING WARRANTS / EBT	505				
	ACCOUNTS PAYABLE	0000510		7,353.75		7,353.75
	ACCOUNTS PAYABLE	510				
	DUE TO OTHER AGENCIES	0000540		6,190.36		
	CONTRA-HOPTR	0000679	1,768.43			
	DIXON LIBRARY MEDICAL	4260530		48,346.19		
	DIXON LIBRARY DENTAL	4260560	46,635.35			
	DIXON LIBRARY VISION	4260590		1,856.88		
	DUE TO OTHER AGENCIES	540			48,403.78	56,393.43
	CONTRACTS PAYABLE	0000560	2,022.44			
	CONTRACTS PAYABLE	560			2,022.44	
	UNCLAIMED DEPOSITS	0000579		1,762.83		
	DEFERRED REVENUE	575				1,762.83
	SUSPENSE	0000590		239.94		
	SUSPENSE	590			239.94	
	ACCRUED COMPENSATED ABSENCES	0000620		9,623.89		
	ACCRUED COMPENSATED ABSENCES	620				9,623.89
	RESERVE - IMPREST CASH	4260731		700.00		
	EMERGENCY OPERATIONS	4260732		250,000.00		
	MAJOR ASSET	4260734		29,000.00		
	BUILDING FUND	4260735		0.12		

SELECT FUND: 426,428

426 DIXON PUBLIC LIBRARY DISTRICT

Fund Description	Account Code	***** Sub-Account *****	***** Account *****
		Debits	Credits
		*****	*****
RESERVE - OTHER	730		279,700.12
FUND BALANCE AVAILABLE	0000740	329,391.72	
FUND BALANCE AVAILABLE	740		329,391.72
INVESTED IN CAPITAL ASSETS,NET	0000770	1,188,700.91	
INVESTMENTS IN GEN FIXED ASSETS	770		1,188,700.91
REVENUES	810		671,539.56
EXPENDITURES	820	749,498.43	
BUDGETED REVENUE	0000910	969,759.00	
BUDGETED REVENUE	910		969,759.00
APPROPRIATIONS	0000930	1,097,042.00	
APPROPRIATIONS	930		1,097,042.00
Total Liabilities and Equities		1,769,923.59	3,651,505.92
** Fund Totals **		4,828,851.53	4,828,851.53

SORT ORDER: SUBOBJ within ACCTTYPE within within within FUND

SELECT FUND: 426,428

Account Code	Sub-Account	Debits	Credits	Account	Debits	Credits
*****	*****	*****	*****	*****	*****	*****
*****	*****	6,647,762.79		*****	6,647,762.79	

** Grand Totals **

SELECT FUND: 426,428 ; BUDG CATEGORY: 1000-9999

Sort Order: CATEGORY within Object Type within DEPTWNT within FUND

Fund	Fund Description	Dept.	Department Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.
426	DIXON PUBLIC LIBRARY DISTRICT	9886	DIXON PUBLIC LIBRARY							
9000	TAXES	0.00	0.00	935,703.00	0.00	48,859.48	649,089.40	0.00	286,613.60	69%
9400	REVENUE FROM USE OF MONEY	0.00	0.00	11,799.00	0.00	1,500.00	8,270.44	0.00	3,528.56	70%
9500	INTERGOVERNMENTAL REVENUE	0.00	0.00	1,793.00	0.00	0.00	1,809.22	0.00	-16.22	101%
9600	CHARGES FOR SERVICES	0.00	0.00	16,162.00	0.00	1,751.95	11,187.39	0.00	4,974.61	69%
9700	MISC REVENUES	0.00	0.00	4,302.00	0.00	-534.85	1,183.11	0.00	3,118.89	28%
	Total Revenue			969,759.00	0.00	51,576.58	671,539.56	0.00	298,219.44	69%
1000	SALARIES AND EMPLOYEE BEN	0.00	0.00	679,960.00	0.00	67,125.37	497,216.50	0.00	182,743.50	73%
2000	SERVICES AND SUPPLIES	0.00	0.00	411,482.00	0.00	61,483.85	252,129.21	0.00	159,352.79	61%
3000	OTHER CHARGES	0.00	0.00	0.00	0.00	0.00	152.72	0.00	-152.72	9999%
4000	FIXED ASSETS	0.00	0.00	5,600.00	0.00	0.00	0.00	0.00	5,600.00	
	Total Expense			1,097,042.00	0.00	128,609.22	749,498.43	0.00	347,543.57	68%
	Total Revenue						671,539.56			
	Total Expense						749,498.43			
							-77,958.87			
Fund Total - Revenue				969,759.00	0.00	51,576.58	671,539.56	0.00	298,219.44	69%
Fund Total - Expense				1,097,042.00	0.00	128,609.22	749,498.43	0.00	347,543.57	68%
							-77,958.87			

SORT ORDER: CATEGORY within Object Type within DEPTWMT within FUND

SELECT FUND: 426,428 ; BUDG CATEGORY: 1000-9999

Fund	Fund Description	Dept.	Department Description	Budget	Adjstments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.
428	DIXON PUBLIC LIB DISTRICT-PFF	9428	DIXON PUB LIBRARY DISTRICT-PFF							
Object	Description									
9400	REVENUE FROM USE OF MONEY	0.00	0.00	0.00	0.00	2,029.94	0.00	0.00	-2,029.94	9999%
9600	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	191,209.02	0.00	0.00	-191,209.02	9999%
	Total Revenue	0.00	0.00	0.00	0.00	193,238.96	0.00	0.00	-193,238.96	9999%
2000	SERVICES AND SUPPLIES	0.00	0.00	0.00	0.00	2,924.97	0.00	0.00	-2,924.97	9999%
	Total Expense	0.00	0.00	0.00	0.00	2,924.97	0.00	0.00	-2,924.97	9999%
	Total Revenue					193,238.96				
	Total Expense					2,924.97				
						190,313.99				
Fund Total - Revenue		0.00	0.00	0.00	0.00	193,238.96	0.00	0.00	-193,238.96	9999%
Fund Total - Expense		0.00	0.00	0.00	0.00	2,924.97	0.00	0.00	-2,924.97	9999%
						190,313.99				

SORT ORDER: CATEGORY within Object Type within DEPTMNT within FUND

SELECT FUND: 426,428 ; BUDG CATEGORY: 1000-9999

Object Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.
Grand Total - Revenue	969,759.00	0.00	51,576.58	864,778.52	0.00	104,980.48	89%
Grand Total - Expense	1,097,042.00	0.00	128,609.22	752,423.40	0.00	344,618.60	69%
				112,355.12			

SELECT FUND: 426,428 ; BUDG CATEGORY: 1000-9999
 SORT ORDER: SECTION within BUREAU within DIVISION within DEPTMNT within SUBOBJ within CATEGORY within FUND

Fund	Fund Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
426	DIXON PUBLIC LIBRARY DISTRICT							
1000	SALARIES AND EMPLOYEE BENEFITS							
0001110	SALARY/WAGES REGULAR	338,392.00	0.00	26,096.04	232,810.23	0.00	105,581.77	69%
0001121	SALARY/WAGES-EXTRA HELP	142,421.00	0.00	10,521.15	89,554.16	0.00	52,866.84	63%
0001210	RETIREMENT-EMPLOYER	63,457.00	0.00	6,347.75	56,374.30	0.00	7,082.70	89%
0001220	FICA-EMPLOYER	36,782.00	0.00	2,801.23	24,680.02	0.00	12,101.98	67%
0001230	HEALTH INS-EMPLOYER	81,598.00	0.00	9,028.04	76,143.84	0.00	5,454.16	93%
0001231	VISION CARE INSURANCE	0.00	0.00	24.38	349.83	0.00	-349.83	9999%
0001240	COMPENSATION INSURANCE	12,068.00	0.00	11,862.76	13,064.66	0.00	-996.66	108%
0001260	DENTAL INS-EMPLOYER	5,242.00	0.00	444.02	4,239.46	0.00	1,002.54	81%
1000	SALARIES AND EMPLOYEE BEN	679,960.00	0.00	67,125.37	497,216.50	0.00	182,743.50	73%
2000	SERVICES AND SUPPLIES							
0002028	TELEPHONE SERVICES	9,792.00	0.00	589.03	6,033.82	0.00	3,758.18	62%
0002035	HOUSEHOLD EXPENSE	3,039.00	0.00	281.01	2,914.30	0.00	124.70	96%
0002050	INSURANCE-RISK MANAGEMENT	5,744.00	0.00	5,743.95	5,743.95	0.00	0.05	100%
0002051	LIABILITY INSURANCE	6,990.00	0.00	6,989.90	6,989.90	0.00	0.10	100%
0002055	INSURANCE-OTHER	41.00	0.00	41.07	41.07	0.00	-0.07	100%
0002120	MAINTENANCE EQUIPMENT	9,225.00	0.00	179.32	4,330.63	0.00	4,894.37	47%
0002140	MAINTENANCE-BLDGS & IMPRO	62,909.00	0.00	8,990.25	24,236.76	0.00	38,672.24	39%
0002170	MEMBERSHIPS	4,175.00	0.00	-2,486.67	5,438.93	0.00	-1,263.93	130%
0002176	FEES AND PERMITS	500.00	0.00	14.46	332.97	0.00	167.03	67%
0002178	CASH/INVENTORY SHORTAGE	0.00	0.00	0.00	10.10	0.00	-10.10	9999%
0002180	BOOKS & SUBSCRIPTIONS	3,574.00	0.00	3,294.67	3,294.67	0.00	279.33	92%
0002200	OFFICE EXPENSE	5,000.00	0.00	146.07	971.08	0.00	4,028.92	19%
0002201	EQUIPMENT UNDER \$1,500	3,226.00	0.00	0.00	2,563.35	0.00	662.65	79%
0002202	CONTROLLED ASSETS \$1500-\$	0.00	0.00	0.00	5.16	0.00	-5.16	9999%
0002203	COMPUTER COMPONENTS <\$1,5	6,020.00	0.00	0.00	1,752.64	0.00	4,267.36	29%
0002204	COMPUTER RELATED ITEMS:<\$	280.00	0.00	8.92	8.92	0.00	271.08	3%
0002205	POSTAGE	500.00	0.00	61.30	607.08	0.00	-107.08	121%
0002220	MICROFILM/FICHE/PHOTO	1,949.00	0.00	0.00	0.00	0.00	1,949.00	0%
0002235	ACCOUNTING & FINANCIAL SE	15,000.00	0.00	13,634.00	13,634.00	0.00	1,366.00	91%
0002239	LEGAL SERVICE	40,000.00	0.00	1,540.00	21,977.80	0.00	18,022.20	55%
0002245	CONTRACTED SERVICES	55,280.00	0.00	616.50	25,942.86	0.00	25,337.14	54%

SELECT FUND: 426,428 ; BUDG CATEGORY: 1000-9999

Fund	Fund Description	Budget	Adjustments	MO Actual	YTD Actual	Encumbrance	Balance	Pct.
426	DIXON PUBLIC LIBRARY DISTRICT							
0002250	OTHER PROFESSIONAL SERVIC	7,000.00	0.00	5,792.60	7,806.25	0.00	-806.25	112%
0002260	DATA PROCESSING SERVICES	0.00	0.00	0.00	105.00	0.00	-105.00	9999%
0002261	SOFTWARE MAINTENANCE & SU	32,512.00	0.00	6,978.98	40,621.79	0.00	-6,109.79	125%
0002270	SOFTWARE	0.00	0.00	-471.42	127.58	0.00	-127.58	9999%
0002281	ADVERTISING/MARKETING	2,500.00	0.00	0.00	506.50	0.00	1,993.50	20%
0002285	RENTS & LEASES - EQUIPMEN	5,364.00	0.00	446.65	4,048.90	0.00	1,315.10	75%
0002310	EDUCATION & TRAINING	2,540.00	0.00	0.00	1,192.00	0.00	1,348.00	47%
0002311	TUITION REIMBURSEMENT	500.00	0.00	0.00	0.00	0.00	500.00	
0002312	SPECIAL DEPARTMENTAL EXPE	500.00	0.00	0.00	36.17	0.00	463.83	7%
0002315	PURCHASES FOR RESALE	0.00	0.00	0.00	24.84	0.00	-24.84	9999%
0002322	LIBRARY ADULT BOOKS	25,000.00	0.00	710.02	9,256.47	0.00	15,743.53	37%
0002323	LIBRARY JUVENILE BOOKS	25,000.00	0.00	716.76	10,096.06	0.00	14,903.94	40%
0002324	LIBRARY PERIODICALS/MICRO	6,500.00	0.00	2,674.24	3,339.31	0.00	3,160.69	51%
0002325	LIBRARY AUDIO-VISUAL	25,000.00	0.00	1,376.78	12,573.46	0.00	12,426.54	50%
0002326	LIBRARY BOOK RENTAL	6,762.00	0.00	0.00	6,626.76	0.00	135.24	98%
0002327	LIBRARY MATERIALS PROCESS	2,000.00	0.00	419.63	2,745.41	0.00	-745.41	137%
0002328	LIBRARY MATERIALS	11,320.00	0.00	1,315.00	1,866.26	0.00	9,453.74	16%
0002335	TRAVEL EXPENSE	685.00	0.00	14.10	716.11	0.00	-31.11	105%
0002336	TRAVEL OUT-OF-STATE	1,200.00	0.00	0.00	0.00	0.00	1,200.00	
0002337	MEALS/REFRESHMENTS	0.00	0.00	0.00	539.78	0.00	-539.78	9999%
0002338	EMPLOYEE RECOGNITION	500.00	0.00	0.00	0.00	0.00	500.00	
0002355	PERSONAL MILEAGE	900.00	0.00	67.50	765.93	0.00	134.07	85%
0002360	UTILITIES	18,649.00	0.00	1,437.15	14,971.94	0.00	3,677.06	80%
0002361	WATER	3,806.00	0.00	362.08	3,332.70	0.00	473.30	88%
2000	SERVICES AND SUPPLIES	411,482.00	0.00	61,483.85	252,129.21	0.00	159,352.79	61%
3000	OTHER CHARGES							
0003020	REFUND OF PRIOR YEAR CHAR	0.00	0.00	0.00	152.72	0.00	-152.72	9999%
3000	OTHER CHARGES	0.00	0.00	0.00	152.72	0.00	-152.72	9999%
4000	FIXED ASSETS							
0004303	EQUIPMENT	5,600.00	0.00	0.00	0.00	0.00	5,600.00	

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTMT within SUBOBJ within CATEGORY within FUND
 SELECT FUND: 426,428 ; BUDG CATEGORY: 1000-9999

Fund	Fund Description	Object Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
426	DIXON PUBLIC LIBRARY DISTRICT								
4000	FIXED ASSETS		5,600.00	0.00	0.00	0.00	0.00	5,600.00	
9000	TAXES								
0009001	CURRENT SECURED		313,737.00	0.00	0.00	166,553.79	0.00	147,183.21	53%
0009002	CURRENT UNSECURED		20,957.00	0.00	0.00	22,709.29	0.00	-1,752.29	108%
0009003	PRIOR UNSECURED		590.00	0.00	0.00	424.90	0.00	165.10	72%
0009004	SUPPLEMENTAL SECURED		4,707.00	0.00	0.00	3,482.85	0.00	1,224.15	74%
0009005	PRIOR SECURED		295.00	0.00	0.00	9.57	0.00	285.43	3%
0009015	LIBRARY SALES TAX - MEASU		548,683.00	0.00	48,859.48	435,467.34	0.00	113,215.66	79%
0009018	UNITARY		17,555.00	0.00	0.00	9,110.12	0.00	8,444.88	52%
0009020	ABX1 26 PASS THROUGH		27,568.00	0.00	0.00	11,331.54	0.00	16,236.46	41%
0009021	LMHF & OTHER ASSETS		1,611.00	0.00	0.00	0.00	0.00	1,611.00	
9000	TAXES		935,703.00	0.00	48,859.48	649,089.40	0.00	286,613.60	69%
9400	REVENUE FROM USE OF MONEY/PROP								
0009401	INTEREST INCOME		2,799.00	0.00	0.00	2,270.44	0.00	528.56	81%
0009405	BUILDING RENTAL		9,000.00	0.00	1,500.00	6,000.00	0.00	3,000.00	67%
9400	REVENUE FROM USE OF MONEY		11,799.00	0.00	1,500.00	8,270.44	0.00	3,528.56	70%
9500	INTERGOVERNMENTAL REVENUES								
0009504	FISH & GAME		0.00	0.00	0.00	30.00	0.00	-30.00	9999%
0009505	STATE HIGHWAY RENTALS		1.00	0.00	0.00	2.22	0.00	-1.22	222%
0009507	HOMESNERS PROPERTY TAX R		1,792.00	0.00	0.00	1,777.00	0.00	15.00	99%
9500	INTERGOVERNMENTAL REVENUE		1,793.00	0.00	0.00	1,809.22	0.00	-16.22	101%
9600	CHARGES FOR SERVICES								
0009603	PHOTO/MICROFICHE COPIES		5,455.00	0.00	725.60	3,151.25	0.00	2,303.75	58%

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTWNT within SUBOBJ within CATEGORY within FUND

SELECT FUND: 426,428 ; BUDG CATEGORY: 1000-9999

Fund	Fund Description	Object Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
426	DIXON PUBLIC LIBRARY DISTRICT								
		0009605 LIBRARY FINES	10,707.00	0.00	1,026.35	8,036.14	0.00	2,670.86	75%
9600	CHARGES FOR SERVICES		16,162.00	0.00	1,751.95	11,187.39	0.00	4,974.61	69%
9700	MISC REVENUES								
		0009702 CASH OVERAGE	0.00	0.00	-750.00	6.39	0.00	-6.39	9999%
		0009704 DONATIONS AND CONTRIBUTIO	2,648.00	0.00	0.00	150.00	0.00	2,498.00	6%
		0009706 MISCELLANEOUS SALES-OTHER	1,654.00	0.00	215.15	1,026.72	0.00	627.28	62%
9700	MISC REVENUES		4,302.00	0.00	-534.85	1,183.11	0.00	3,118.89	28%
	Total Revenue		969,759.00	0.00	51,576.58	671,539.56	0.00	298,219.44	69%
	Total Expense		1,097,042.00	0.00	128,609.22	749,498.43	0.00	347,543.57	68%
					-77,032.64	-77,958.87			

SELECT FUND: 426,428 ; BUDG CATEGORY: 1000-9999

Sort ORDER: SECTION within BUREAU within DIVISION within DEPTWNT within SUBOBJ within CATEGORY within FUND

Fund Description

 428 DIXON PUBLIC LIB DISTRICT-EFF

Object Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
2000 SERVICES AND SUPPLIES							
0002235 ACCOUNTING & FINANCIAL SE	0.00	0.00	0.00	2,924.97	0.00	-2,924.97	9999%
2000 SERVICES AND SUPPLIES	0.00	0.00	0.00	2,924.97	0.00	-2,924.97	9999%
9400 REVENUE FROM USE OF MONEY/PROP							
0009401 INTEREST INCOME	0.00	0.00	0.00	2,029.94	0.00	-2,029.94	9999%
9400 REVENUE FROM USE OF MONEY	0.00	0.00	0.00	2,029.94	0.00	-2,029.94	9999%
9600 CHARGES FOR SERVICES							
0009601 CAPITAL FACILITIES FEES	0.00	0.00	0.00	191,209.02	0.00	-191,209.02	9999%
9600 CHARGES FOR SERVICES	0.00	0.00	0.00	191,209.02	0.00	-191,209.02	9999%
Total Revenue	0.00	0.00	0.00	193,238.96	0.00	-193,238.96	9999%
Total Expense	0.00	0.00	0.00	2,924.97	0.00	-2,924.97	9999%
			0.00	190,313.99			

Addition to Policy 4001: Rules of Conduct

“In situations involving repeat offenses by minors, the Library Director may contact the minor’s parents or legal guardians. The Library Director may also contact the minor’s school and inform the principal or designee of such occurrences if the minor was at the library with a school-related activity, or if the misconduct occurred while the minor was going to or coming from school or a school-related activity. The Library Director may consider restricting a minor’s access to the Library on a temporary basis. The Library Director may notify the minor’s parents or legal guardians of any violations of the Rules of Conduct warranting such action. The Library Director may allow continued access to the Library upon receipt of a written request from the minor’s parents or legal guardians asking to reinstate library privileges, and confirming the minor will comply with all Library Rules of Conduct. If the minor continues to violate the Rules of Conduct, the Library Director may consider restricting the minor’s access to the Library for an extended time period as determined by the Library Director. The Library Director may provide the minor’s parents or legal guardians notice of such proposed action and an opportunity to respond before imposing restricted access for an extended time period.”

**AMENDMENT TO THE
2015-2016 MAINTENANCE AND REPAIR SERVICES AGREEMENT**

This AMENDMENT TO THE 2015-2016 MAINTENANCE AND REPAIR SERVICES AGREEMENT (“AMENDMENT”) is made and entered into as of April 15, 2016 (the “Effective Date”) by and between the Dixon Public Library District, (the “DISTRICT”), and Moreno Construction, License # 933370 (“CONTRACTOR”). The DISTRICT and the CONTRACTOR are collectively referred to in this AMENDMENT individually as “Party” and collectively as the “Parties.” This AMENDMENT is made with reference to the following facts:

WHEREAS, the DISTRICT and CONTRACTOR entered into a MAINTENANCE AND REPAIR SERVICES AGREEMENT (“AGREEMENT”) on July 1, 2015, and the parties desire now to amend Section 3.1 of the AGREEMENT to increase the total Compensation available under the AGREEMENT for additional maintenance and repair services performed during the term of the AGREEMENT as set forth below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, pursuant to Section 6.2 of the AGREEMENT, the DISTRICT and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

3.1 In consideration for all Services to be performed by Contractor, the District agrees to pay Contractor a not to exceed amount of ~~Eighteen Thousand Dollars—(\$18,000.00)~~ Thirty Thousand Dollars (\$30,000.00) total (“Compensation”), for all services provided by Contractor as specified in Exhibit A of the AGREEMENT, and Exhibit B below.

The Parties agree that all other terms and conditions set forth in the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties caused this AMENDMENT to be executed on the date indicated below.

By: _____

Dated: _____

Steve Arozena
Library Director
DIXON PUBLIC LIBRARY DISTRICT

By: _____

Dated: _____

Pedro Moreno, Owner
MORENO CONSTRUCTION

2016-2017 MAINTENANCE AND REPAIR SERVICES AGREEMENT

THIS 2016-2017 MAINTENANCE AND REPAIR SERVICES AGREEMENT (the “Agreement”) is made and entered into as of July 1, 2016 (the “Effective Date”) by and between the Dixon Public Library District, (the “District”), and Moreno Construction, License # 933370 (“Contractor”). The District and the Contractor are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

A. WHEREAS, the District desires to engage Contractor to perform specified maintenance and repair services at the District’s Dixon Library, Miller Building and surrounding property located at 230 North First Street, Dixon, California 95620 (“Property”) during the 2016 to 2017 fiscal year; and

B. WHEREAS, Contractor desires to be engaged by the District; and

C. WHEREAS, the District and Contractor desire to reduce to writing the terms and conditions of the District’s engagement of Contractor.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

**ARTICLE I
SERVICES TO BE PERFORMED BY CONTRACTOR**

1.1 Performance Of Services.

The Contractor’s services shall consist of those services performed by the Contractor and/or Contractor’s employees as enumerated in Exhibit A to this Agreement (“Services”), which Exhibit A is incorporated herein by this reference. All such services shall be performed during the 2016 to 2017 fiscal year as directed by the District during District business hours and/or non-business hours as determined by the District and scheduled with Contractor. All such work shall conform to the District’s requirements and shall be performed to the District’s satisfaction.

1.2 Method Of Performance And General Supervision.

Contractor shall perform the Services required by this Agreement pursuant to the methods, details and means designated by the District. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Contractor’s work to ensure its conformity with the terms of this Agreement. Contractor shall not access the Property when children are present on the Property, unless supervised and/or approved by the District.

1.3 Contractor Certifications and Warranties.

Contractor makes the following certifications, representations, and warranties for the benefit of the District and Contractor acknowledges and agrees that the District, in deciding to engage Contractor pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Contractor's engagement hereunder:

(a) Contractor is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Contractor has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for hereunder.

(b) Contractor, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation, prevailing wage, and equal protection and non-discrimination laws.

ARTICLE II TERM AND TERMINATION

2.1 Term.

This Agreement shall become effective on the Effective Date, July 1, 2016 and shall end on June 30, 2017 (the "Term"), unless all compensation for work performed is disbursed prior to the end of the Term in accordance with Section 3.1 below in which case the Agreement may be deemed terminated by the District, or the Agreement is earlier terminated by either Party in accordance with Section 2.2, below.

2.2 Termination.

The District may elect to terminate this Agreement, in its sole discretion, with or without cause, by providing Contractor (5) days written notice of termination prior to the end of each month. Notwithstanding the above, either Party may immediately terminate this Agreement if the other Party is in default under this Agreement. The District may terminate this Agreement immediately, without any cure period, if, in the District's sole discretion, it determines there is an immediate threat to persons or property.

ARTICLE III COMPENSATION

3.1 Terms Of Payment.

In consideration for all Services to be performed by Contractor, the District agrees to pay Contractor a not to exceed amount of Thirty Thousand Dollars (\$30,000.00) total ("Compensation"), for all services provided by Contractor as specified in Exhibit A.

Contractor shall keep a log of the services performed by Contractor each day. Contractor shall submit to the District a statement of services rendered in any month during the Term of this Agreement itemizing all maintenance and/or repair work performed during that month, within ten (10) business days after the end of that month. The District agrees to pay the amount due to Contractor for the Services on or before the end of the month following the month in which Services are performed. District shall withhold five percent (5%) of each payment, which amount shall be retained until all Services are completed to the District's satisfaction in accordance with the specifications of this Agreement.

Contractor will notify the District as soon as any unexpected circumstances arise and provide an estimate of any additional services that may be necessary, which must be approved in advance and in writing by the District as an amendment to this Agreement. Contractor shall not be compensated for any work outside of the scope of Services that is not approved in advance and in writing by the District. Contractor agrees this Agreement may be deemed fulfilled and terminated by the District prior to the end of the Term of this Agreement if all Compensation provided herein is disbursed to Contractor for Services performed prior to the end of the Term of this Agreement.

3.2 No Payroll Or Employment Taxes.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

ARTICLE IV OTHER OBLIGATIONS OF CONTRACTOR

4.1 Workers Compensation And Unemployment Insurance And Licenses.

Contractor shall be responsible for providing, at Contractor's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Contractor and for Contractor's employees, agents and independent contractors, as may be required by law.

4.2 Materials And Equipment.

Contractor shall supply all labor, materials, equipment, tools, and utility and transportation services, or as approved by the District, and perform and complete all work required in connection with the Services specified in Exhibit A.

4.3 Licenses, Permits, Fees And Assessments.

Contractor shall obtain at Contractor's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Services required by this Agreement.

4.4 Insurance.

Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- (1) owned, non-owned and hired vehicles;
- (2) blanket contractual;
- (3) broad form property damage;
- (4) products/completed operations; and
- (5) personal injury.

Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof.

4.5 Indemnification.

Contractor shall defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of the work or performance of service under this Agreement. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, and its officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from every claim or

demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or this Agreement; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or materialmen of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

4.6 Conduct of Contractor.

Contractor shall take all steps necessary to insure that Contractor, its employees or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while performing the Services. Contractor shall not, and shall prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while performing the Services. Likewise, Contractor shall not, and shall prevent its employees or subcontractor's employees from bringing any animal onto the Property. Contractor shall not violate any written District policies.

4.7 Liens and Claims.

Contractor shall not permit any liens or claims to stand against the Property for labor or material furnished in connection with any Services performed by Contractor. Upon reasonable and timely notice of any such lien or claim delivered to Contractor by District, Contractor may bond and contest the validity and the amount of such lien, but Contractor will promptly pay any

judgment rendered, will promptly pay all proper costs and charges, and will have the lien or claim released at its sole expense.

4.8 Return Of District Property.

On the termination of this Agreement or whenever requested by the District, Contractor shall immediately deliver to the District all property in Contractor's possession or under Contractor's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Contractor excepted.

ARTICLE V PREVAILING WAGES

5.1 Prevailing Wages.

Wage rates for these Services shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute this Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720, et seq.); (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000j, et seq.); and (3) District's Labor Compliance Program, if applicable.

ARTICLE VI GENERAL PROVISIONS

6.1 Default.

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

6.2 Amendments.

The Agreement may not be altered or modified except by a writing signed by the Parties.

6.3 Status Of Contractor.

Contractor enters into this Agreement, and will remain throughout the term of the Agreement, an independent contractor. Neither Contractor nor its employees, agents or independent contractors shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Contractor's employees, agents and independent

contractors shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

6.4 Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California. Venue shall be in Solano County.

6.5 Notices.

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

To the District:	Dixon Public Library District
Attn: Steve Arozena,	230 North First Street
Library Director	Dixon CA 95620
	Facsimile: (707) 678-3515

To the Contractor:	Moreno Construction
Attn: Pedro Moreno,	505 W. First Street
Owner	
	Dixon CA 95620
	Facsimile: (707)693-0842
	Phone: (530) 908-8094

Each Party may designate in writing such other place or places that notices and demands may be given.

6.6 Assignment.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

6.7 Order of Precedence.

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Exhibit), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Exhibit.

6.8 Agreement Interpretation.

This Agreement is the result of arm’s length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

6.9 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

6.10 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

DIXON PUBLIC LIBRARY DISTRICT:

By: _____

Steve Arozena
Library Director

MORENO CONSTRUCTION:

By: _____

Pedro Moreno, Owner

Minutes—Approved
DIXON PUBLIC LIBRARY DISTRICT
GOVERNING BOARD OF LIBRARY TRUSTEES
7:00 P. M., Thursday, March 10, 2016
REGULAR MEETING

MEETING LOCATION
DIXON CITY COUNCIL CHAMBERS
600 EAST A STREET, DIXON, CA 95620

1. Call to Order

Ms. O'Halloran called the meeting to order at 7 pm

2. Business meeting

a. Pledge of Allegiance

Pledge of Allegiance said

b. Roll Call

Trustees

Caitlin O'Halloran, President--present

Guy Garcia, Vice President—present

John Gabby, Clerk—present

Andrew Bloom, Member—absent

Joe Dipaola, Member—present

Staff

Steve Arozena, Library Director—present

3. Notice to the Public

None

4. Correspondence

None

5. Consent Agenda

None

6. Public Comment

None

7. Guests & Presentations

8. Director's Report

■ Library Activities

- Mr. Arozena presented to the Board a list of visits to and from the local schools made by the Children's Librarian, Jim Tinder. He made the following visits to preschools: four to Gretchen Higgins, four to World Changers Academy, three to Bert and Ernie's, and eight to Anderson. He also made two visits to Gretchen Higgins where he spoke to the entire student body (approximately 400 students), eighteen visits to the Anderson kindergarten and six visits to grades 1-3. He also visited Tremont three times. He is planning on going to all the schools to promote the Summer Reading Program in May and is meeting weekly with the new head of the Teen Center. The library will be having a bike repair day on March 19 and having a family reading night at Anderson on April 14th. The Friends of the Library have generously funded the performers for the Summer Reading Club. The Library is planning ten performers, one for each week the club runs.

9. Ongoing Business

■ Addition to Vacation Policy 3020.3

- It was noted at the last meeting that there was no policy requiring employees to submit requests for vacation time. Mr. Arozena stated that the policy he would like to see implemented would state that "Employees must submit their requests to take vacation time to the Library Director in advance." He said that he would prefer that policy rather than one that states how many days in advance the request must be made to avoid situations where a person has a family emergency and has used all of his/her sick leave. This would allow the director to approve vacation leave immediately. Mr. Dipaola stated that the policy change was discussed at the last meeting. Ms. O'Halloran asked if there were any questions. The motion was made by Mr. Dipaola with Mr. Garcia seconding. The item was approved by a 4-0 vote.

■ Update on Miller Building

- Mr. Arozena said that a meeting with the architect and structural engineer led to the suspicion that the building is unreinforced masonry. The architect and engineer plan a visit this month to confirm or deny this. Mr. Arozena stated that unreinforced masonry is subject to extreme earthquake damage and that this style of construction is not currently used in earthquake-prone areas. Mr. Dipaola stated that if it is found to be unreinforced masonry that it would be

inconsistent with a report made on the building in 2013. If it is true, it may lead to the abandonment of the renovation project as it is not safe.

- **New business**
- **Addition to Policy 4001 Rules of Conduct**
- Mr. Arozena stated that the item in question could not be voted on as the proposed language from the attorney was not received until after the agenda and supporting materials were posted. Mr. Dipaola stated that he thinks that the policy is a different situation if the students are on a school-related function as opposed to a visit to the library away from school. The school cannot discipline a student who is not on a school-related visit. The school should not notify the library when students are disciplined and vice versa. To have otherwise would be a violation of the student and parents' privacy. Mr. Dipaola suggested the following sentence be added to the proposed policy after the end of the second sentence: "...if the minor was at the library in connection with a school-related activity." Ms. O'Halloran stated that she thought it was appropriate to contact the school when the library had only the first names of offending students to try to contact the minor's family. Mr. Dipaola said that if you are just trying to identify students that that is a different situation, but that if you are stating that the students have violated policies that that would be considered a violation of privacy. Mr. Arozena stated that the attorney also cited Ed Code 48900 (s) to say that the school has the discretion to discipline students when going to or from school or a school-related activity. He said that the statute is silent as to the time frame, but he has advised a 30-minute window going to or from the school. Mr. Dipaola said that he does not believe that is correct and that an incident at the library is separate from a school-related function. Ms. O'Halloran stated that the library is a common place for students to meet after school and that it would be quite likely for them to congregate there within the 30 minute time frame suggested by the attorney. Mr. Dipaola maintained that it is his opinion that the students can't be disciplined by the school unless the function is school-related. Mr. Arozena gave an explanation of how this policy came to be. He stated that four students had been coming to the library every day after school and exhibited disruptive behaviors. The students in question had been asked to leave the library several times in November and December, but in January and February were being asked to leave the library every day. The

behaviors included a chair being thrown, racist and foul language directed at staff and other patrons/children. Mr. Dipaola asked if the parents were contacted. Mr. Arozena stated that the library had no last names, contacted the school for assistance and after speaking with the principal of the school sent letters to the school that were then forwarded to the children's parents. The letter stated that the parents needed to contact the Library Director for the children to be reinstated and that the children could be banned for up to a year if the parents did not respond. Mr. Dipaola said that he thought the situation was handled appropriately. Mr. Gabby asked if any of the children had come back to the library. Mr. Arozena stated that one child came back and apologized for his behavior to the children's librarian but that he was still banned until a parent contacts him. Ms. O'Halloran said that no action would be taken until the next meeting. Mr. Dipaola asked that requested language be added to the proposed policy change after asking the attorney for his opinion.

- **Approval of Minutes for February 11 meeting**
 - Mr. Gabby moved to approve. Ms. O'Halloran seconded. The item was approved 4-0.
 - **Resignation of Board member Andrew Bloom**
 - Ms. O'Halloran stated that she had sent Mr. Arozena a copy of Mr. Bloom's resignation from the school board and that that will be considered to be his resignation from the library board as well. Ms. O'Halloran moved to accept the resignation. Mr. Garcia seconded. Mr. Dipaola commented that he speaks for the Board to say that they are sorry to see Mr. Bloom go and that his daughter will have a full recovery. The motion passed 4-0.
-
- **Meeting adjourned.**
-

Caitlin O'Halloran, President

John Gabby, Clerk
