I. Additions/deletions from the agenda (ACTION)  

II. Conflicts or potential conflicts of interest

III. Consent Agenda (ACTION)
   i. Minutes from September 17, 2019 meeting  
   ii. Invoice for Sage Library Consortium

IV. Open forum for the general public

V. Presentation Bilingual Outreach Specialist Yeli Boots

VI. Reports
   i. Friends update  
   ii. Foundation update  
   iii. September 2019 financial statements  
   iv. Director’s report

VII. Old Business

VIII. New Business
   i. Technology Use Policy (ACTION)
   ii. Appointing agents of record (ACTION)  
   iii. HVAC replacement bids (ACTION)  
   iv. Boiler discussion  
   v. Medical Insurance renewal (ACTION)  
   vi. Snow removal contract (ACTION)  
   vii. Annual Planning Session discussion

IX. Agenda items for the next meeting

X. Adjournment

Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting’s executive session.

ORS 192.660 (1) (d) Labor Negotiations
ORS 192.660 (1) (e) Property
ORS 192.660 (1) (h) Legal Rights
ORS 192.660 (1) (i) Personnel

The Board of Directors meets on the 3rd Tuesday each month from 7:00 to 9:00pm in the Jeanne Marie Gaulke Memorial Meeting Room at 502 State Street, Hood River, Oregon. Sign language interpretation for the hearing impaired is available if at least 48 hours notice is given.
I. Additions/deletions from the agenda (ACTION)  

II. Conflicts or potential conflicts of interest  

III. Consent Agenda (ACTION)  

   i. Minutes from September 17, 2019 meeting  
      Attachments: III.i. September 17, 2019, meeting minutes  
   
   ii. Invoice for Sage Library Consortium  
      Attachments: III.ii. Invoice Sage Library Consortium  

   This membership connects us to our 70 consortium libraries, which we share materials. This funds technical staff who create an infrastructure, policies and technical support for our integrated library system software Evergreen. It also funds our courier system which runs five days per week.  

   The cost has increased 6.5% since last fiscal year. The increase is mainly due to a few members going down a tier due to population served declines and a significant increase in Pers for next year. I was aware of the increase and budgeted accordingly.  

   The invoice for $13,069 exceeds my spending authority, so I'm asking for Board approval.  

IV. Open forum for the general public  

V. Presentation Bilingual Outreach Specialist Yeli Boots  

   Boots will present to the board on the success of the Pop-Up Library at the Mercado and discuss other library outreach projects and services in the community of Odell.  

VI. Reports  

   i. Friends update  
      • The Hood River Reads Committee has selected The Highest Tide by Jim Lynch for Hood River Reads 2020. It's a coming of age story told by a teenager growing up in the Puget Sound area. It deals with nature, divorce, bullying, and death but in a witty and sometimes humorous way.  
      • The Friends are exploring changing the date and venue for their annual holiday party. They plan to hold a social for Friends of the Library members on Sunday, December 8, 2pm at the Hood River Library.  
   
   ii. Foundation update  
      • The Library Foundation approved their annual budget, fundraising plan, and calendar/committee task list.  
      • The Library Foundation is working on their annual giving campaign. They will mail out requests for donations in November.  
      • The annual Feast of Words fundraiser for 2020 will partially fund the restoration of the front entrance of the library, tinted film for the south windows to add UV protection for the library materials and heat reduction, improvements and programs in the Makerspace, and boost the Library of Things collection. Foundation members will highlight purchasing donation bricks at
the Feast of Words to link the restoration project and commemorative bricks which line our grounds.

- The Library Foundation will host a fall donor thank you event at the Hood River Library on Sunday, November 4th, 5-7pm. Library Staff will provide an update on the District and stories of the positive impact library services have made in our patrons lives.
- The Endowment/Planned giving committee hopes to meet in October to discuss starting a Legacy Giving Program.

### iii. September 2019 financial statements

We are tracking well with $482,138 in the General Fund, $96,984 in the Grants Fund, and $92,662 in the Capital Equipment Reserve Fund. We will start receiving more tax revenue this month, with the bulk of the tax revenue arriving in November.

### iv. Director’s report

**Administration**

- I am still working on the Pay Equity Analysis and updating all our job descriptions. I'm now working with a firm called HR Answers, which provides free support for human resource questions and reviewing job descriptions and HR policies. This service is provided free with our membership to Special Districts Association of Oregon. There was a delay in receiving feedback from them but I will work to have the analysis completed by the November Board meeting and provide a full report.
- As discussed at the last board meeting, I hired Heidi Venture, a local consultant to write a grant to the Ford Family Foundation, Ford Institute for Community Building, called Listen to Learn. If we are awarded the grant, we could receive up to $5,000 to pay for the consultant for the Feasibility and Scoping Exercise in the community of Odell. I will submit the grant this week. We should hear back within 6-8 weeks. Based upon this time line, the Scoping Exercise will occur January-June 2019.

**Collection**

- The Hood River Library now offers the New York Times Sunday edition for patrons. The newspaper subscription is funded by the Library Foundation.

**Facilities**

- We are in the process of replacing our ADA compliant staff kitchen dishwasher with a new unit. Our old dishwasher was over sixteen years old and components within the unit were breaking down and the dishes were no longer being cleaned properly.
- A toilet in the women's public restroom needed to be replaced due to issue with the porcelain breaking on the back of the toilet when we attempted to install a new toilet seat.
- We will have the Friends of the Library/Library Foundation electronic donor recognition monitor installed near the Parker room in the Hood River Library within the next week.
- I spoke with Master Gardener John Stevens regarding the questions posed by Library Board Members at the September meeting. Stevens stated he does not anticipate any issue with the root system and the sidewalks. The intention of planting three trees is to create the crowding of the trees. The trees will not provide significant shade coverage for the windows on the South side of the library. I believe the heat issue will be resolved when we install the tinted film, funded by Feast of Words 2020, to the South side windows of the building which will reduce UV rays by over 90% and provide a heat reduction of 40%.
VII. Old Business

VIII. New Business

i. **Technology Use Policy (ACTION)**
   
   Attachment: VIII.i. Technology Use Policy

   Our legal counsel Ruben Cleaveland recommended two changes. We added a section regarding Wi-fi Hot Spots and also a statement that library staff are unable to assist with connections or configurations on patron's personal commuters.

   I'm asking the board to approve the amended policy.

ii. **Appointing agents of record (ACTION)**

   Attachments:
   
   • VIII.ii. Resolution 2019-20.03, establishing agents of record

   The District must appoint its insurance agents of record. Due to a recent change of health insurance brokers from HUB International to Century Insurance Group, LLC the District must pass another resolution.

   Columbia River Insurance assists the district with general liability and property insurance, which we currently get through Special Districts Insurance Services. Century Insurance Group, LLC assists us with employee benefits such as health insurance which we currently receive through United Healthcare (medical and vision insurance), Lincoln Financial Company (dental insurance). Both agents have been very helpful. The attached resolution affirms these companies as our agents moving forward.

   Fox has canceled the agreement with HUB International and signed an agreement with Century Insurance Group, LLC.

iii. **HVAC replacement bids (ACTION)**

   Attachments:
   
   • VII.iii.a. HVAC bid, A & E Heating and Cooling
   • VII.iii.b. HVAC bid, Hunter Davisson, Inc
   • VII.iii.c. HVAC bid, TCMS, A Trotter and Morton Company

   We have received bids from three companies to replace the Roof Top Unit with a High Efficiency Trane Unit. Energy Trust is able to offer an incentive of $1,746 towards the replacement.

   • A&E Heating and Cooling, $109,344
   • Hunter Davisson, Inc, $103,659
   • TCMS, A Trotter and Morton Company, $137,589

   Hunter Davisson and TCMS were both recommended by the consultant hired by Energy Trust of Oregon R&W Engineering.

   All the bids include installation of the new unit and removal of the old unit. They all offer a one year warranty on parts and labor. The warranty must be serviced by the installing contractor for the duration of the warranty.

   A & E is local Hood River company with many years experience servicing and installing HVAC units. They currently service the Hood River County School District buildings and recently installed an HVAC until on the roof of City Hall. They charge $110 per hour for maintenance.
Hunter Davisson, Inc is based in Portland, Oregon. If we chose to select them, they do offer repairs on HVAC and boilers for $119 per hour and $25.00 truck fee. They charge the hourly rate for the drive time roundtrip. They were voted top 3 Best Mechanical/HVAC Firms in the Daily Journal Of Commerce 2018 Reader Rankings Survey.

TCMS is a Portland based company. They also offer HVAC and boiler maintenance. They currently have one Hood River client.

We will use $75,000 of our available $100,000 in contingency funds for this project and the remaining funds will come from the Capital Fund. The Capital Fund currently has a balance of $92,662, although, we will still transfer $43,000 to the Capital Fund from the General Fund by the end of the fiscal year.

iv. **Boiler discussion**  
Energy Trust of Oregon contacted me about an incentive and potential bonus for replacing the boiler by December 31, 2019. The typical incentive for installing a 94% thermal efficiency boiler would be $5,751. With the bonus, the incentive amount goes up to $8,307.

We have been experiencing issues with our boiler intermittently shutting off and needing manual restarts. I received a quote of over $5,000 to replace two parts which may be causing the intermittent shut off issues. The boiler is almost 17 years old and they typically do not seize up but instead individual parts start needing to be replaced.

We can discuss the possibility of replacing the boiler this year. I am waiting for an estimate for the boiler replacement and hope to have the information by the board meeting.

v. **Medical Insurance renewal (ACTION)**  

Attachment: VIII.v. Employee Health Care Benefits Policy

It's time to renew our health insurance. We have used United Healthcare for the past two years. The cost of our current plan at United with ($750 deductible) has risen dramatically to a 24% increase.

Our health insurance agent, Century Insurance Group, received quotes from other insurers, including Pacific Source, Regence, and the Special Districts Association of Oregon. The Pacific Source plan with $1,000 deductible appears to be our best option to retain the same level of benefits. It will be a 13.57% increase. The next closest plan is a Pacific Source $2,000 plan with a 7% increase in costs with considerably worse coverage, a $2,000 deductible (compared to $1,000), and 30% coinsurance (compared to 20%), $6,850 (compared to $4,000) out of pocket maximum.

I highly recommend we enroll in Pacific Source as our insurance provider and select $1,000 deductible plan. There is a low overall increase to the District between the $1,000 and $2,000 plans.

Our health insurance with Pacific Source will include medical, mental health, alternative care, vision, and pharmacy coverage. I can send you benefit summaries, if you would like.

Per the Employee Health Care Benefits Policy, the District contributes $1,000 toward the cost of employees’ monthly health insurance. The amount of the monthly cap paid for each employee is based on a forty hour work week, and it is reduced proportionally for employees who work fewer than forty hours per week.

I budgeted for a 10% increase. With an increase of $13.57% increase, it will cost the District $2,245 more than anticipated. We had two employees waive coverage. There is six staff members who
elected for employee only coverage. There will be three staff members who enroll family or employee
and children and have already met the cap and will pay out-of-pocket for the additional fees. The
additional fees are a 117% increase this year for two staff members, with the employee with children
paying $4,790 out of pocket and the employee on a family plan paying over $8,441 out of pocket.

We will review dental insurance quotes at the next board meeting. Dental must be renewed by

vi. **Snow removal contract (ACTION)**

Sheppard

Attachment: VIII.vi. Contract Snow removal services

Our contract for snow removal services is up for renewals. I would like to contract with Ayles Snow
Removal services which base their rates on the amount of the snow. In the past the District worked
with Wyeast Timber Services for snow removal. They charged a flat rate of $800 per visit.

Services from Ayles Snow Removal will include plowing snow from the 1,850 feet of public walkways
in and around the property, clearing snow from property stairways/stoops and plowing snow from the
property east parking lot. Services to be rendered seven days per week.

There is a rate increase. Please see former rates in parentheses.

Please note the following rates:
- 2”-4” $450.00 snow plowing service of walks/drives ($400)
- 5”-6” $740.00 snow plowing service of walks/drives ($650)
- +6” $990.00 snow plowing service of walks/drives ($875)

Snow Removal Trigger Depth: 2” trigger

There are few changes from our last contract. We only had snow removal Tuesdays-Saturdays
excluding holidays and other days the library was closed, as requested. This proved to be an issue
with snow building up on the days we did not receive service and then the snow was unable to be
removed in some areas due to thick layers of ice formed. In addition, we are required to keep our
public sidewalks clear 7 days a week.

I’d like to also add de-icing services. Last year, I had library staff apply the ice melt and it was a
significantly time consuming process, which made it difficult for staff to keep up on their regular
duties, myself included. Ayles will provide de-icing services for $150.00 for labor and $1.00/pound of
de-icing materials.

Since this contract will most likely surpass my spending authority, I request approval from the District
Board.

vii. **Annual Planning Session discussion**

Fox

At the May 21, 2019 Library District Board meeting, the board discussed our annual planning
session. I recommended meeting with the consultant for Odell for the annual planning session for
the board. I also expressed there would not be enough time to hold an annual planning session in
fiscal year 2018-19 due to the time frame for the project.

I asked the board for suggestions for future planning sessions. Sheppard recommended holding a
planning session for community outreach with the goal to improve the marketing of library services
and increase awareness of library services. Sheppard stated it would be important to determine new
ways to market and discover new strategies, in case we are missing something. Other board
members agreed.
I stated we could hold two planning sessions this year and I would explore consultant for community outreach.

Library Consultant Penny Hummel provides consulting services. I reached out to her to discuss her attending our annual planning session. She stated we can process two different ways and the cost would depend upon what we want. Either way, she would spend time beforehand doing a brief audit to determine what we are currently doing.

- Facilitate a discussion and help the board define our goals.
- Facilitate a discussion, define goals, and write a report.

I’d like to discuss these options and/or brainstorm other options at our meeting.

IX. **Agenda items for the next meeting**

- Pay equity analysis report
- Library Policy

X. **Adjournment**

___________

Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting’s executive session.

- ORS 192.660 (1) (d) Labor Negotiations
- ORS 192.660 (1) (e) Property
- ORS 192.660 (1) (h) Legal Rights
- ORS 192.660 (1) (i) Personnel

The Board of Directors meets on the 3rd Tuesday each month from 7:00 to 9:00pm in the Jeanne Marie Gaulke Memorial Meeting Room at 502 State Street, Hood River, Oregon. Sign language interpretation for the hearing impaired is available if at least 48 hours notice is given.
Board of Directors  
Regular Meeting Minutes  
Tuesday, September 17, 2019, 7:00pm  
Jeanne Marie Gaulke Community Meeting Room  
502 State St, Hood River  
Jean Sheppard, President  
Minutes prepared by Library Director Rachael Fox

I. Additions/deletions from the agenda (ACTION)  

Sheppard  
Board President Jean Sheppard called the meeting to order at 7:01pm. Fox stated she would like to add a discussion regarding the Odell Pop-Up Library to the agenda. Marsden moved to approve the agenda as amended. Janik seconded. The motion carried unanimously.

II. Conflicts or potential conflicts of interest  

None stated.

III. Consent Agenda (ACTION)  

Sheppard  
i. Minutes from August 20, 2019 meeting  
Janik made a motion to approve the consent agenda. Hackett seconded. The motion carried unanimously.

IV. Open forum for the general public  

Sheppard  
No one present.

V. Reports  
i. Friends update  
Fox  
There was nothing to add to the written report.

ii. Foundation update  
Fox  
The Bruce and Mary Stevenson Family Foundation donated $10,000 to the Library Foundation.

iii. September 2019 financial statements  
Fox  
There was nothing to add to the written report.

iv. Director’s report  
Fox  
There was nothing to add to the written report.

VI. Old Business  
i. New trees  
Sheppard  
The board discussed the trees and overall they thought it was a good option. Sheppard asked Fox to discuss the spacing with John Stevens to make sure they will not become too crowded. Hackett asked if the trees would grow past the windows in the library and provide shade. Fox stated she thought they would eventually. The board discussed another business across the river as an option to purchase the trees but it was determined it would not be less expensive after having to hire someone to pick up the trees versus Good News Gardening delivers for free. Marsden also asked if the root system would cause an issue with the sidewalks. Fox stated she would ask Stevens.

ii. Feasibility and Scoping Exercise discussion  
Sheppard
Fox stated she recommended not placing a suggested cost for the project but evaluating the bids and readjusting the project as needed. The board accepted the updated proposal. Fox stated she consulted with Penny Hummel, Portland based Library Consultant who stated she thought the project could cost between $10,000-$15,000. Fox discussed with Heidi Venture, Hood River Consultant, the option of library staff conducting part of the exercise but Fox stated that would be challenging due to limited availability of library staff. Venture suggested applying for a grant for the project through the Ford Family Foundation. Since Venture already connected with the Ford Family Foundation regarding the grant, Fox requested the District hires Heidi Venture to write the grant. Fox stated she estimated it would cost around $300 but would confirm with Venture before moving forward.

iii. Discussion Odell Pop-Up Library

Fox stated despite our best efforts the Odell Pop-Up Library has not been a success on the days we were open when the Mercado was not. Fox recommended canceling the lease with the Wy'East Community Church but continue to provide a variety of services in the community of Odell over the winter. Sheppard asked if there were issue with the location of the Pop-Up Library. Fox stated she or Bilingual Outreach Specialist Yeli Boots had not receiving any direct feedback but it could be due to the religious organization and it's past relationship in the community when it used to be a Methodist Church. The church is currently non denominational and under new leadership. It could be the lack of a substantial collection for checkout. Boots will present to the Board at the October board regarding the programs and services currently offered and she will provide an overview of the success of the Pop-Up Library at the Mercado.

The Board approved canceling the lease with Wy'East Community Church. Fox will notify the Wy'East Community Church.

VII. New Business

i. Public Records Policy (ACTION)

Hackett made a motion to approve the updated Public Records Policy. Marsden seconded. The motion carried unanimously.

ii. Insurance Broker discussion

Sheppard asked if there was a local broker, perhaps in The Dalles, Oregon. Fox stated she was told a few months ago by a staff member at HUB International there was not a local broker in the area. Fox stated we need to make a decision at this board meeting because the board will need to approve the health insurance renewal at the October board meeting. The Board approved canceling services with HUB International for health insurance services and signing with Century Insurance of Bend Oregon. Fox will prepare a Resolution for the next board meeting.

iii. Energy Trust of Oregon – Pre-Bid Project estimate

Fox stated the incentive may be low from the Energy Trust of Oregon but over the life of the unit the District will save money on energy costs by selecting option 1. Fox stated overall the study with Energy Trust of Oregon provided the District with important information regarding the most cost effective unit for the District and the study was free. Energy Trust of Oregon will also evaluate the winning bid to determine it meets the needs of the project.

The board approved moving forward with soliciting bids for the High Efficiency 50-ton Trane unit.

iv. Executive session
Sheppard opened the Executive Session at 7:30pm. The Executive Session was closed at 7:40pm.

VIII. Agenda items for the next meeting

IX. Adjournment
The meeting was adjourned at 7:44pm.

Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting's executive session.

ORS 192.660 (1) (d) Labor Negotiations
ORS 192.660 (1) (e) Property
ORS 192.660 (1) (h) Legal Rights
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Baker Co Library District - Sage Fund  
Sage Library System  
2400 Resort Street  
Baker City, OR 97814

<table>
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<tr>
<th>Terms</th>
<th>Due upon receipt</th>
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<tr>
<td></td>
<td>2019-2020 Sage Membership fee for Public Library (15K - 30K) Level</td>
<td>$13,069.00</td>
<td>$13,069.00</td>
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</table>

*Please make your check payable to: Baker County Library District*

**Total Due** $13,069.00
# HOOD RIVER COUNTY
LIBRARY DISTRICT

Compiled Financial Statements
September 30, 2019

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<td>Statement of Revenues, Expenditures and Changes in Fund Balances – Cash Basis</td>
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<td>Statement of Revenues and Expenditures – Cash Basis:</td>
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<td>Grants Fund.</td>
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<td>Capital Equipment Reserve Fund</td>
<td>7</td>
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<tr>
<td>Schedule of Revenues and Expenditures and Changes in Fund Balance – Cash Basis – Grants Funds</td>
<td>8</td>
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</table>
INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Hood River County Library District
Hood River, Oregon

Management is responsible for the accompanying financial statements of Hood River County Library District, which comprise the balance sheet – cash basis as of September 30, 2019, and the related statement of revenues, expenditures and changes in fund balance – cash basis for the three months then ended, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures and the statement of cash flows ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the District’s assets, liabilities, equity, revenues, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information contained on pages 4 through 8 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Onstott, Broehl & Cyphers, P.C
October 9, 2019
Hood River County Library District  
Balance Sheet - Cash Basis  
September 30, 2019

**ASSETS**

<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
<th>Grants Fund</th>
<th>Capital Equipment Reserve Fund</th>
<th>Total</th>
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<td><strong>Current Assets</strong></td>
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<td></td>
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<tr>
<td>Cash in bank - Columbia State Bank</td>
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<td>Cash with Hood River County</td>
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<td>$96,984</td>
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<td>Petty cash</td>
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<tr>
<td><strong>Total Current Assets</strong></td>
<td>482,138</td>
<td>96,984</td>
<td>92,652</td>
<td>671,784</td>
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<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>$482,138</td>
<td>$96,984</td>
<td>$92,652</td>
<td>$671,784</td>
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</tbody>
</table>

**LIABILITIES & FUND BALANCES**

|                               |              |             |                                |        |
|-------------------------------|--------------|-------------|                                |        |
| **Liabilities**               |              |             |                                |        |
| Current Liabilities           |              |             |                                |        |
| Payroll liabilities           | $503         |             |                                | $503   |
| **Total Current Liabilities** | 503          | 0           | 0                              | 503    |
| **Total Liabilities**         | 503          | 0           | 0                              | 503    |
| **Fund Balances**             |              |             |                                |        |
| Unassigned                    | 481,635      | 96,984      | 92,652                         | 671,281 |
| **TOTAL LIABILITIES & FUND BALANCES** | $482,138 | $96,984 | $92,652 | $671,784 |

See Independent Accountants' Compilation Report

-VI.iii.-

Vi.iii. September 2019 financial statements 15
### HOOD RIVER COUNTY LIBRARY

**Statement of Revenues, Expenditures, and Changes in Fund Balance - Cash Basis**

For the Three Months Ended September 30, 2019

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>General Fund</th>
<th>Grants Fund</th>
<th>Reserve Fund</th>
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<td>Property tax revenues - prior year</td>
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<td>Fines and fees</td>
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<td>Intergovernmental revenue</td>
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<td>Interest revenue</td>
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<td>Miscellaneous</td>
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<td><strong>Total Revenues</strong></td>
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<td>2,794</td>
<td>634</td>
<td>22,359</td>
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<table>
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<th>Expenditures:</th>
<th>General Fund</th>
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<td>Personal services:</td>
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<tr>
<td>Wages and salaries</td>
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<td>1,177</td>
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<td>117,314</td>
</tr>
<tr>
<td>Employee benefits</td>
<td>34,764</td>
<td>102</td>
<td></td>
<td>34,866</td>
</tr>
<tr>
<td><strong>Total Personal Services</strong></td>
<td>150,901</td>
<td>1,279</td>
<td>0</td>
<td>152,180</td>
</tr>
</tbody>
</table>

| Materials and services: | | | | |
| Bank charges | 38 | | 38 | 
| Building rental | 4,388 | | 4,388 |
| Building maintenance | 4,059 | 6,208 | | 10,267 |
| HVAC | 3,017 | | 3,017 |
| Elevator | 341 | | 341 |
| Telephone | 1,315 | | 1,315 |
| Internet | 425 | | 425 |
| Collection development | 18,014 | 1,812 | | 19,826 |
| Technology | 3,786 | 1,429 | | 5,215 |
| Accounting and auditing | 4,200 | | 4,200 |
| Courier | 603 | | 603 |
| Custodial services | 5,469 | | 5,469 |
| Technical services | 5,157 | | 5,157 |
| Library consortium | 0 | | 0 |
| Copiers | 501 | | 501 |
| Elections expense | 0 | | 0 |
| Furniture and equipment | 888 | 1,660 | | 2,548 |
| Insurance | 0 | | 0 |
| Georgiana Smith Memorial Garden | 5,776 | | 5,776 |
| Legal services | 1,690 | | 1,690 |
| Professional services | 0 | | 0 |
| Dues and subscriptions | 397 | | 397 |
| Miscellaneous | 1,096 | 1,062 | | 2,158 |
| Postage and freight | 82 | | 82 |
| Printing | 0 | | 0 |
| Programs | 6,217 | 3,535 | | 9,752 |
| Advertising | 339 | | 339 |
| Supplies - office | 4,023 | | 4,023 |
| Travel | 1,883 | | 1,883 |
| Training | 481 | | 481 |
| Board development | 0 | | 0 |
| Parking reimbursement | 200 | | 200 |
| Electricity | 4,601 | | 4,601 |
| Garbage | 378 | | 378 |
| Natural gas | 145 | | 145 |
| Water & sewer - building | 649 | | 649 |
| **Total Materials and Services** | 81,118 | 14,734 | 0 | 95,852 |

<table>
<thead>
<tr>
<th>Capital Outlay</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>4,202</td>
<td>4,202</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>232,019</td>
<td>16,013</td>
<td>4,202</td>
<td>252,234</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenues Over Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(213,086)</td>
<td>(13,219)</td>
<td>(3,568)</td>
<td></td>
<td>(229,875)</td>
</tr>
</tbody>
</table>

| Other Financing Sources (Uses) | | | | |
| Operating transfers in | 0 | | 0 | 
| Operating transfers out | 0 | | 0 | 
| **Total Other Financing Sources (Uses)** | 0 | 0 | 0 | 0 |

<table>
<thead>
<tr>
<th>Revenues and Other Financing Sources (Uses) Over Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(213,086)</td>
<td>(13,219)</td>
<td>(3,568)</td>
<td></td>
<td>(229,875)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Balance - July 1, 2019</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>694,723</td>
<td>110,203</td>
<td>96,230</td>
<td>901,156</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Balance - September 30, 2019</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$461,635</td>
<td>$36,984</td>
<td>$92,662</td>
<td></td>
<td>$671,281</td>
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</table>

See Independent Accountants' Compilation Report

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Vi.iii. September 2019 financial statements 16
HOOD RIVER COUNTY LIBRARY DISTRICT  
General Fund  
Statement of Revenues and Expenditures - Cash Basis  
For the One Month and Three Months Ended  
September 30, 2019

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Current Period</th>
<th>Year to Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Actual</td>
<td></td>
</tr>
<tr>
<td>Tax revenues - current</td>
<td>$0</td>
<td>$2,526</td>
<td>$928,493</td>
</tr>
<tr>
<td>Tax revenues - prior year</td>
<td>3,246</td>
<td>7,458</td>
<td>15,000</td>
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<tr>
<td>Interest revenue</td>
<td>1,016</td>
<td>4,111</td>
<td>12,000</td>
</tr>
<tr>
<td>Fines and fees</td>
<td>1,329</td>
<td>4,836</td>
<td>13,500</td>
</tr>
<tr>
<td>Intergovernmental revenue</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Donations</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>5,591</strong></td>
<td><strong>18,931</strong></td>
<td><strong>968,993</strong></td>
</tr>
</tbody>
</table>

| Expenditures:                 |                |              |               |
|                               | Current Period | Year to Date | Annual Budget |
| Personal services:            |                |              |               |
| Wages and salaries:           |                |              |               |
| Library clerk I               | 800            | 2,023        | 7,376         |
| Library clerk II              | 8,872          | 25,403       | 103,314       |
| Library assistant I           | 4,826          | 13,563       | 54,228        |
| Library assistant II          | 8,340          | 24,924       | 100,477       |
| Librarian I                   | 6,243          | 16,922       | 68,801        |
| Librarian II                  | 4,751          | 14,132       | 58,157        |
| Library director              | 6,462          | 19,170       | 77,542        |
| Payroll taxes and benefits:   |                |              |               |
| Retirement                    | 2,975          | 7,933        | 34,977        |
| Social security               | 3,065          | 8,633        | 35,947        |
| Workers' compensation         | 22             | 64           | 1,200         |
| Health insurance              | 5,706          | 17,039       | 100,600       |
| Unemployment insurance        | 302            | 895          | 4,229         |
| **Total Personal Services**   | **52,384**     | **150,501**  | **647,048**   |

| Materials and services:       |                |              |               |
| Bank charges                  | 16             | 38           | 250           |
| Building rental               | 1,244          | 4,388        | 14,530        |
| Building maintenance          | 2,310          | 4,059        | 20,000        |
| HVAC                          | 2,286          | 3,617        | 15,000        |
| Elevator                      | 0              | 341          | 2,350         |
| Telephone                     | 361            | 1,315        | 5,100         |
| Internet                      | 225            | 425          | 5,600         |
| Collection development        | 7,360          | 18,014       | 83,000        |
| Technology                    | 1,196          | 3,786        | 13,000        |
| Accounting and auditing       | 4,200          | 4,200        | 27,000        |
| Courier                       | 209            | 603          | 2,300         |
## HOOD RIVER COUNTY LIBRARY DISTRICT
### General Fund
#### Statement of Revenues and Expenditures - Cash Basis
##### For the One Month and Three Months Ended
###### September 30, 2019

<table>
<thead>
<tr>
<th>Current Period</th>
<th>Year to Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td>Actual</td>
<td></td>
</tr>
<tr>
<td>Custodial services</td>
<td>1,823</td>
<td>5,469</td>
</tr>
<tr>
<td>Technical services</td>
<td>0</td>
<td>5,167</td>
</tr>
<tr>
<td>Library consortium</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Copiers</td>
<td>333</td>
<td>501</td>
</tr>
<tr>
<td>Elections expense</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Furniture and equipment</td>
<td>214</td>
<td>888</td>
</tr>
<tr>
<td>Insurance</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Georgiana Smith Memorial Garden</td>
<td>2,679</td>
<td>5,776</td>
</tr>
<tr>
<td>Legal services</td>
<td>202</td>
<td>1,860</td>
</tr>
<tr>
<td>Professional services</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Dues and subscriptions</td>
<td>70</td>
<td>357</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>42</td>
<td>1,096</td>
</tr>
<tr>
<td>Postage and freight</td>
<td>18</td>
<td>182</td>
</tr>
<tr>
<td>Printing</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Programs</td>
<td>2,021</td>
<td>6,217</td>
</tr>
<tr>
<td>Advertising</td>
<td>0</td>
<td>339</td>
</tr>
<tr>
<td>Supplies - office</td>
<td>760</td>
<td>4,023</td>
</tr>
<tr>
<td>Travel</td>
<td>130</td>
<td>1,683</td>
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<tr>
<td>Training</td>
<td>373</td>
<td>481</td>
</tr>
<tr>
<td>Board development</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Parking reimbursement</td>
<td>0</td>
<td>200</td>
</tr>
<tr>
<td>Electricity</td>
<td>1,549</td>
<td>4,661</td>
</tr>
<tr>
<td>Garbage</td>
<td>130</td>
<td>378</td>
</tr>
<tr>
<td>Natural gas</td>
<td>16</td>
<td>145</td>
</tr>
<tr>
<td>Water &amp; sewer - building</td>
<td>0</td>
<td>849</td>
</tr>
<tr>
<td>Total Materials and Services</td>
<td>29,607</td>
<td>81,118</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Contingency</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>62,171</td>
<td>232,019</td>
</tr>
</tbody>
</table>

### Other Financing Sources (Uses)
- Operating transfers in | 0 | 0 | 0
- Operating transfers out | 0 | 0 | (43,000)

Total Other Financing Sources (Uses) | 0 | 0 | (43,000)

Change in Fund Balance | ($76,580) | ($213,088) | ($185,356)

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See Independent Accountants' Compilation Report

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Vi.iii. September 2019 financial statements
HOOD RIVER COUNTY LIBRARY DISTRICT
Grants Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Three Months Ended
September 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Period</th>
<th>Year to Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Actual</td>
<td></td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donations and grants</td>
<td>$0</td>
<td>$2,794</td>
<td>$340,000</td>
</tr>
<tr>
<td>Intergovernmental revenue</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>0</td>
<td>2,794</td>
<td>340,000</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal services</td>
<td>441</td>
<td>1,279</td>
<td>5,500</td>
</tr>
<tr>
<td>Materials and services:</td>
<td>885</td>
<td>14,734</td>
<td>235,000</td>
</tr>
<tr>
<td>Capital outlay</td>
<td>0</td>
<td>0</td>
<td>159,500</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>1,326</td>
<td>16,013</td>
<td>410,000</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td>($1,326)</td>
<td>($13,219)</td>
<td>($70,000)</td>
</tr>
</tbody>
</table>

See Independent Accountants' Compilation Report

-6-
HOOD RIVER COUNTY LIBRARY DISTRICT
Capital Equipment Reserve Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Three Months Ended
September 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Period Actual</th>
<th>Year to Date Actual</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest revenue</td>
<td>$175</td>
<td>$634</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Other Financing Sources</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td>0</td>
<td>0</td>
<td>43,000</td>
</tr>
<tr>
<td><strong>Total Revenues and Other Sources</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>175</td>
<td>634</td>
<td>44,500</td>
</tr>
</tbody>
</table>

| **Expenditures:**   |                       |                     |               |
| Materials and services | 0                 | 0                   | 0             |
| Capital outlay       | 3,400                | 4,202               | 75,000        |
| **Total Expenditures** |                     |                     | 75,000        |
|                      | 3,400                | 4,202               |               |

| **Change in Fund Balance** | ($3,225) | ($3,568) | ($30,500) |

See Independent Accountants' Compilation Report
HOOD RIVER COUNTY LIBRARY  
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Cash Basis  
Grants Funds  
For the Three Months Ended September 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>Newspaper Digitization</th>
<th>SDAO Safety 2016</th>
<th>Foundation Grants</th>
<th>Other Grants</th>
<th>Friends of the Library</th>
<th>Parkdale Library</th>
<th>RTR 2018</th>
<th>RTR 2019</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donations and grants</td>
<td>$0</td>
<td>$0</td>
<td>$1,694</td>
<td>$0</td>
<td>$600</td>
<td>$500</td>
<td>$0</td>
<td>$0</td>
<td>$2,794</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>0</td>
<td>0</td>
<td>1,694</td>
<td>0</td>
<td>600</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>2,794</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wages and salaries:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library clerk I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>544</td>
<td></td>
<td></td>
<td></td>
<td>544</td>
</tr>
<tr>
<td>Library assistant II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>633</td>
<td></td>
<td></td>
<td></td>
<td>633</td>
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<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Retirement</td>
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<td></td>
<td></td>
<td>0</td>
<td></td>
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<td></td>
<td>0</td>
</tr>
<tr>
<td>FICA</td>
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<td></td>
<td>90</td>
<td></td>
<td></td>
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<tr>
<td>Workers compensation</td>
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<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Health insurance</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>0</td>
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<td>Unemployment insurance</td>
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<td></td>
<td></td>
<td></td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td>11</td>
</tr>
<tr>
<td><strong>Total Personal Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>1,279</td>
<td>0</td>
<td>0</td>
<td>1,279</td>
</tr>
<tr>
<td>Materials and services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building maintenance</td>
<td>6,298</td>
<td>6,298</td>
<td>6,298</td>
<td>6,298</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,298</td>
</tr>
<tr>
<td>Collection development</td>
<td>1,267</td>
<td>1,267</td>
<td>1,267</td>
<td>1,267</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,267</td>
</tr>
<tr>
<td>Technology</td>
<td>229</td>
<td>229</td>
<td>229</td>
<td>229</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>229</td>
</tr>
<tr>
<td>Programs</td>
<td>1,366</td>
<td>1,366</td>
<td>1,366</td>
<td>1,366</td>
<td>1,700</td>
<td>395</td>
<td>46</td>
<td>28</td>
<td>3,535</td>
</tr>
<tr>
<td>Furniture and equipment</td>
<td>1,660</td>
<td>1,660</td>
<td>1,660</td>
<td>1,660</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,660</td>
</tr>
<tr>
<td><strong>Total Materials and Services</strong></td>
<td>0</td>
<td>0</td>
<td>10,820</td>
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<td>3,445</td>
<td>395</td>
<td>46</td>
<td>28</td>
<td>14,734</td>
</tr>
<tr>
<td>Capital outlay</td>
<td></td>
<td></td>
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<td></td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>0</td>
<td>0</td>
<td>10,820</td>
<td>0</td>
<td>4,724</td>
<td>395</td>
<td>46</td>
<td>28</td>
<td>16,013</td>
</tr>
<tr>
<td>Net Change in Fund Balance</td>
<td>0</td>
<td>0</td>
<td>(9,126)</td>
<td>0</td>
<td>(4,124)</td>
<td>105</td>
<td>(46)</td>
<td>(28)</td>
<td>(13,219)</td>
</tr>
<tr>
<td>Fund Balance - July 1, 2019</td>
<td>825</td>
<td>3,000</td>
<td>99,732</td>
<td>105</td>
<td>5,089</td>
<td>0</td>
<td>147</td>
<td>1,305</td>
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<td>Fund Balance - September 30, 2019</td>
<td>$625</td>
<td>$3,000</td>
<td>$90,606</td>
<td>$105</td>
<td>$965</td>
<td>$105</td>
<td>$101</td>
<td>$1,277</td>
<td>$96,984</td>
</tr>
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</table>

See Independent Accountants' Compilation Report
Bid Request
Replacement of Roof Top
Air Handling Unit

Hood River County Library District seeks bids to replace our roof top air handling unit with a high efficiency 50-ton Trane Voyager VAV unit.

Scope of Work
- Mechanical permit
- Order New equipment
- Schedule Crane
- Pump down refrigerant and disconnect old unit
- Prep unit for removal
- Meet crane on site to coordinate removal/install equipment
- Install new equipment
- Install economizer option
- Install seismic restraints
- Connect gas and low voltage
- Coordinate with electrician and provide electrical requirements
- Start up and commission the new unit
- Have controls tech commission new unit to existing controls

The new rooftop unit must meet the following criteria:
- New high efficiency 50-ton Trane Voyager VAV unit. Cooling only.
- The proposed unit has a rated EER of 10.4 and supplies 20,000 CFM of air.
- The supply fan is 20-hp and the return fan is 10-hp, both variable speed. (Supply fan: 14.54 kW VFD; Return fan: 7.2 kW VFD).
- CO2 sensors (DCV); DCV: Avg ventilations = 13% of supply.
- Setpoint: 69/74 degrees Fahrenheit.
- Economizer.
- Critical zone pressure reset.
- Supply air reset (T-10 degrees Fahrenheit).
- Full load energy rate: 1.11-kW/ton.

Please provide warranty information with the bid.

Bids are due by Friday, October 4, by 5:00pm. Please email bids to rachael@hoodriverlibrary.org mail or deliver to the Hood River County Library District, 502 State St, Hood River, OR 97031.

TOTAL BID PRICE: $109,344

Bidder Name: A&E Heating and Air Inc

Bidder Signature:

Company Name: A&E Heating and Air Inc

Date: 9/24/19

Questions? Call or email Library Director Rachael Fox at 541-387-7062 or rachael@hoodriverlibrary.org

www.hoodriverlibrary.org
Bid Request  
Replacement of Roof Top  
Air Handling Unit

Hood River County Library District seeks bids to replace our roof top air handling unit with a high efficiency 50-ton Trane Voyager VAV unit.

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The new rooftop unit must meet the following criteria:
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- The proposed unit has a rated EER of 10.4 and supplies 20,000 CFM of air.
- The supply fan is 20-hp and the return fan is 10-hp, both variable speed. (Supply fan: 14.54 kW VFD; Return fan: 7.2 kW VFD).
- CO2 sensors (DCV); DCV: Avg ventilations = 13% of supply.
- Setpoint: 69/74 degrees Fahrenheit.
- Economizer.
- Critical zone pressure reset.
- Supply air reset (T-10 degrees Fahrenheit).
- Full load energy rate: 1.11-kW/ton.

Please provide warranty information with the bid.

Bids are due by Friday, October 4, by 5:00pm. Please email bids to rachael@hoodriverlibrary.org mail or deliver to the Hood River County Library District, 502 State St, Hood River, OR 97031.

TOTAL BID PRICE: $103,659.00

Bidder Name: David McCotter

Bidder Signature:

Company Name: Hunter Davisson, Inc

Date: 10-4-19

Questions? Call or email Library Director Rachael Fox at 541-387-7062 or rachael@hoodriverlibrary.org

541 386 2535

www.hoodriverlibrary.org

VII.iii.b. HVAC bid, Hunter Davisson, Inc
Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event be subject to the Company's acceptance or rejection of this Agreement. Any acceptance of this Agreement shall be subject to the conditions of this Agreement. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

3. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 2% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales use, excise, value added, gross receipts or other like taxes. Any applicable taxes shall be paid by Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

4. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

5. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

6. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. The Company's failure to perform under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Customer's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labor dispute; labor/labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals necessary for the performance of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

7. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost property. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). If Company has written agreement where the buyer is required to provide a quality control inspection, then such products and parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized representative of the Company. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

8. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

9. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General liability policies. In no event does Company waive any rights of subrogation.

10. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election to terminate this Agreement, to suspend performance, require furnishing of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection

AE Heating RTU Replacement
September 27, 2019

VII.iii.b.
HVAC
Hunter Davisson, Inc
24
BY AND BETWEEN:

TCMS - A Trotter and Morton Company
29755 SW Boones Ferry Rd.
Wilsonville, OR. 97070

AND

Hood River Library
502 State St.
Hood River, OR 97031

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):
502 State Street Hood River, OR 97031

We are pleased to provide the following proposal to replace your existing rooftop VAV equipment:

We will provide a new Trane high efficiency VAV unit per the scope of work and equipment criteria sections on your bid request.

We will provide the necessary permit and road flagger’s for the partial street closure during the crane & rigging, per the City's requirements.

We will disconnect and reconnect the side discharge supply and return air ductwork.

We will disconnect the seismic cable attachments from the old VAV unit and reconnect to the new VAV unit.

We will provide complete Trane Factory start up and check out procedure.

A TCMS Controls technician will reconnect the low voltage control wiring, and re-commission the existing controls to the new rooftop unit.

We will properly evacuate and dispose of the refrigerant from the old unit per EPA guidelines, and haul the old unit to a steel recycling facility.

We will provide complete electrical disconnect and reconnect by a licensed electrician.

We will provide assistance with any needed documentation and forms for you to apply for Energy Trust of Oregon Incentives.

Notes / Clarifications:

We have included a new service disconnect mounted to the outside of the unit per the manufacturer’s equipment submittal (see attached Exhibit).

We have been assured by Trane that the new unit weight is within 10% of the existing unit so that no structural
PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

engineering will be needed to do this project.

The new VAV unit has a one year full factory parts and labor warranty. An extended warranty can be offered at an additional cost.

There is no gas or electric reheat within the existing unit, or in the proposed new unit. (The bid request says to "connect gas...").

TCMS is a premier commercial and industrial HVAC contractor in the northwest. We have the best maintenance program in the industry. I believe our experienced team of HVAC technicians are the best trained and as knowledgeable as any in our region.

Total Cost: $137,589.00

This agreement does not include: any structural engineering or structural upgrades (if required by the local building official), seismic engineering, plumbing, wall patching and painting, roofing, overtime and shift work.

Any project valued at $80,000.00 dollars and over will be bill out under the following structure: 25% at time of acceptance (signed document), 25% half-way through the project, and 50% - upon completion. Projects valued below $80,000.00 will be invoiced upon completion.

The scope of work to be performed by TCMS is limited to the description contained herein. Should customer request additional work in conjunction with this project, that work will be quoted separately or performed on a time and material basis at the contractor's prevailing rates. Should any work be required to bring existing mechanical, electrical, plumbing systems or building structure up to prevailing codes, that work will be performed and invoiced separately.

Project pricing is valid for 30 days.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

Signature (Authorized Representative)

Roger Ediger

Approved For Contractor

Name & Title

Date

CUSTOMER

Signature (Authorized Representative)

Roger Ediger

Name (Print/Type)

Date
PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor’s normal working hours.

2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer’s warranty will be at Customer’s expense and at the rates in effect.

3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor’s rates then in effect) over the sum stated in this Agreement.

6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys’ fees incurred by Contractor.

7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor’s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys’ fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in party by the negligence of Contractor.

10. Customer shall make available to Contractor’s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA’S Hazard Communication Standard Regulations.

11. Contractor’s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor’s sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER’S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
Recommended Solutions Worksheet

(Contractor) will provide for the complete replacement of the following environmental system(s):

- [ ] Design/Engineering and
- [ ] Installation
- [ ] Retrofit/Repair

Location: 502 State Street Hood River, OR 97031

Component(s):

Specifications:

50 ton VAV rooftop unit replacement

Included in this proposal we have provided for the following:

- Complete engineering and updating of drawings
- Complete project management
- Delivery of all equipment to your facility
- Complete installation of the above system(s)
- Final Adjustment and Calibrations
- One (1) year warranty on parts, material and labor
- Systems training program
- Preventive maintenance agreement
- Consideration for your long-term facility investment plan
- Insulation
- Concrete Pad
- Roof Sealing
- Equipment Disposal
- Crane & Rigging
- Flaggers for road closure

We have not included:

- Cutting, patching, painting
- Electrical wiring
- Setting of valve bodies or wells
- Air balancing
- Setting of dampers
- Preventive maintenance agreement
- Any work not specifically stated in this proposal
- Concrete Pad
- Roof Sealing
- Asbestos Removal

When completed this program will provide your organization with:

- Reduced operating expenses
- Investment protection
- Improved comfort conditions
- Improved Indoor Air Quality
- Improved environmental control
- Reduced legal exposure
- Peace of mind
Technology Use Policy

Hood River County Library District provides technology to the public. The District makes this service available as part of its mission to enrich the community by providing access to the power of information and imagination. In keeping with its value of intellectual freedom, the District provides unfiltered Internet access on most of its networks, with the exception of the computers designated for children's use.

Choosing and Evaluating Sources
While the Internet enhances resources the District already provides, the District cannot control information available over the Internet and is not responsible for its content. Internet content could be inaccurate, incomplete, outdated, offensive, disturbing, or illegal.

To assist patrons, staff curate electronic resources on selected topics. District staff review resources regularly but, due to the ever-changing nature of the Internet, cannot guarantee that they remain valid. Similarly, the District cannot be responsible for content changes in the resources it suggests. Users are encouraged to evaluate the validity of information. Staff may be able to assist with locating appropriate resources, basic Internet use, and use of technology, but trained staff may not always be available. User guides and reference books are available.

Access by Minors
The District upholds the right of each individual to access constitutionally-protected material. The District also affirms the right and responsibility of parents and legal guardians to determine and monitor their own children's use of library resources and the Internet. To assist parents in their responsibility, the District provides specially-selected resources for children and young adults, although access by minors is not restricted to these resources. Library-provided technology designated for children's use have content filters installed, but children are not restricted to using technology with filtered network access.

Rules Governing Use
Library technology and Internet access are provided to meet the informational, educational, cultural, and recreational needs and interests of patrons. However, District prohibits the following:

- Damaging, altering, or installing equipment, systems, or software;
- Displaying, printing, or sending any material that is obscene, libelous, defamatory, threatening, harassing, or otherwise illegal, as defined by relevant laws;
- Deliberately downloading, installing, or creating any harmful programs.
- Violating intellectual property laws or software licensing agreements.
- Viewing material that could reasonably be considered pornography, as determined by District staff.
The Library is not responsible for any information a patron accesses using a WIFI hotspot or any actions they take while online. Using the hotspot to access any online content determined to be illegal or obscene according to federal, state or municipal law will result in the revocation of hotspot borrowing privileges and potentially criminal prosecution.

Library staff cannot assist with connections or configurations of patron’s computers.

In addition to violating this policy, many of the listed activities may violate local, state, or federal laws.

In order to provide equitable access to technology, patrons may be asked to comply with signup and time limitations and other restrictions as deemed necessary by staff.

Because technology is located in public areas and the District serves people of all ages, what is displayed on screens is not confidential, and patrons should use discretion when choosing what to view.

Refusal to comply with these rules may result in loss of technology privileges, ejection from District property, or summoning of law enforcement, as determined by the Library Use Restrictions Policy.

Approved by the Board of Directors, July 19, 2011
Last amended: January 15, 2015 October 15, 2019
Last reviewed: October 15, 2019
Resolution No. 2019-20.03

Resolution adopting Insurance and Employee Benefits Agents of Record

WHEREAS, special districts need to annually affirm their agents of record;

Now, therefore be it RESOLVED, that the Hood River County Library District Board of Directors appoints Columbia River Insurance of Hood River, Oregon, as the District's Insurance Agent of Record; and

RESOLVED, that the Board appoints Century Insurance Group, LLC of Bend, Oregon, as the District's Employee Benefits Agent of Record.

Adopted by the Board of Directors of Hood River County Library District this 15th day of October, 2019.

ATTEST:

Jean Sheppard, President

Rachael Fox, Secretary
Employee Health Care Benefits Policy

In an effort to ensure a healthy, productive, and talented workforce, the Hood River County Library District provides health care benefits to eligible employees. This policy establishes those benefits, how they are selected, and what types of health care benefits are provided by the District.

Eligibility
Any regular employee who is scheduled in any capacity at any site to work for the District at least twenty hours per week is deemed to be eligible for health care benefits as defined in this policy. Health care benefits shall be available on the first day of the month that occurs after sixty days from the hire date.

Health Care Benefits
The District shall contribute to the cost of health care benefits for qualifying employees. Currently, the District's contribution for qualifying employees shall be up to a cap of $1,000 per month. In future years, the amount of the District's monthly contribution may be set by resolution of the Board of Directors. The amount of the monthly cap paid for each employee is based on a forty-hour work week, and it will be reduced proportionally for employees who work fewer than forty hours per week. The District shall make available the option of purchasing benefits for spouses, children, same-sex domestic partners, or opposite-sex domestic partners (with a signed affidavit supplied by the District or benefits provider) of qualifying employees and the District will contribute to the cost of such spousal or family insurance coverage up to the amount of the current monthly cap. Employees shall not be compensated for any amount under the monthly cap not being spent, except as provided below in “In-Lieu Health Care Benefits”.

The health care benefits provider shall be selected by the employees, with guidance and limitations established by the Board of Directors, and may include medical, vision, dental, and mental health coverage. If given the option by the benefits provider(s), employees may elect whether or not to participate in the different types of insurance, thereby electing how they would like to spend their District-provided monthly health care benefits cap.

In-Lieu Health Care Benefits
Employees may waive medical insurance coverage by providing proof of coverage that meets minimum value standards under another employer-sponsored medical insurance plan. The employees who waive District coverage shall become eligible for the District's HRA VEBA medical expense plan. For employees participating in the HRA VEBA plan, the District shall contribute a monthly amount equal to one-half of what the District would normally pay for a single individual to enroll in the medical portion of the District's insurance plan, not to exceed the equivalent of half of the monthly health care benefits cap. This contribution shall be prorated based on a forty-hour work week. Each eligible employee must submit a completed and signed enrollment form to participate in the HRA VEBA plan.

Other Considerations
Some provisions of the health care benefits provided by the District are affected by the Personnel Policies, particularly those pertaining to benefits and leave. Employees are encouraged to read carefully those policies as well. In addition, the District's health care benefits providers may place their own limits and conditions on employee eligibility and benefits, so these...
restrictions, if any, must be considered as well.

Adopted by the Board of Directors, January 17, 2012
Last revised, November 18, 2014
Ayles Services, llc. 2019/2021 customer service agreement

AYLES SERVICES, llc.
Snow Management Services
3745 Barrett Dr. - P.O. Box 1672
Hood River, Oregon 97031
541.490.2332 ~ 911SNOW@gmail.com

Snow Plowing Contract 2019/2021

SEASON STORM SERVICE CONTRACT

I, Rachael Fox (hereafter known as ‘custodian’) represent the property(s) at the address or property described as: Hood River Library (hereafter known as ‘the property’).

I agree to pay Ayles Services, llc. the quoted price for the following services:

Snow plowing of Walkways, stairs and parking lot and deicing services/materials.

This is a contract for general snow plowing of Hood River Public Library property, located at the municipally known address of 502 East State Street in Hood River, Oregon 97031

Snow Plowing will commence when a 2” trigger of snow is reached, unless otherwise requested.

Payment responsibility for these services shall be billed to:
Hood River Library District
c/o Rachael Fox
502 E. State St.
Hood River, OR 97031
541-387-7062
EMAIL:

If there are any questions or concerns, please contact me directly at 541-490-2332.

I thank you again for the opportunity to put forth a bid & look forward to your favorable reply.

Sincerely,

Loran Ayles
Ayles Services, llc.
911SNOW@gmail.com
541.490.2332

Upon the following attached terms:

10/4/2019 Ayles Services, llc. 541.490.2332 911SNOW@gmail.com Tax Id: 27-1350835
“Per Push” Quote

2”~4” $450.00  snow plowing service of walks/drives (ATV)
5”~6” $740.00  snow plowing service of walks/drives (ATV)
+6” $990.00  snow plowing service of walks/drives (ATV)

Deicing Labor $150.00  application of deice materials
De-Icing Material $1.00/pound (Mag/Chlor) Granules

Snow Removal Trigger Depth: 2” trigger

Additional Comments, Services, Instruction: This bid/contract is to include snow management services, as described:

Services include plowing snow, with plow mounted ATV, from the approx. 1850+ feet of public walkways in and around the property, clearing snow from property stairways/stoops and plowing snow from the property east parking lot.

Deicing services include applying, environmentally friendly, ice-melt to the approx. 1850+ feet of public walkways in and around the property as well as stairways/stoops and doorways. De-icing services will occur after each time walkways are cleared of snow accumulation, if temperature forecasts are near or below freezing. De-icing services will occur when weather forecasts call for possibility of freezing precipitation conditions as a preventative measure and will continue as conditions warrant.

See attached, highlighted map, detailing service areas.

X
Property/Company Representative

/ /20
Date

10/4/2019  Ayles Services, llc.  541.490.2332  911SNOW@gmail.com  Tax Id: 27-1350835 2
Scope of Snow Plowing: Ayles Services, Llc will plow when Snow Trigger depth has been reached. This is measured by the contractor at the pavement, not to include drifts. Depending on the time of the snowfall, we attempt to service customers by 7:00 AM or 7:00 PM. Often times when plowing roads, the town will fill the driveways aprons with excess snow after driveways have already been cleared. If this causes a hazard or inconvenience, kindly contact us and we will attempt to clear this within a reasonably agreed upon time frame.

Scope of De-icing: De-icing services are not generally offered through Ayles Services, Llc at this time.

Ayles Services, Llc assumes no responsibility for slip and fall accidents or vehicular accidents as a result of slipper conditions. This is the case regardless if De-icing agents have been applied or not!

Scope of Shoveling: Shoveling is on a case to case basis and is not always offered due to time constraints. We will do our best to accommodate your needs. If offered and contracted on, Ayles Services, Llc assumes no responsibility for slip and fall accidents or vehicular accidents as a result of slipper conditions.

It is best to call when & if you take a vacation so we can plow your property while you are away. This is not only for your convenience, but for the safety of your home while you're away.

Turf Repair: In the event that the contractor damages any turf by snow plowing, the contractor will re-seed the damaged turf in the spring season following the snow and ice maintenance program season in which the turf damage occurred.

Non paved residences & roadways: Ayles Services, Llc is not responsible for the clean up of any Sand, gravel, or other driveway flooring agents that may get deposited on the turf over the plowing season. Due to thaw and freeze points it is often possible to have 1” or more of snow left on your Road / Drive in efforts to keep the road from deteriorating.

Disclaimer: Ayles Services, Llc will not plow or sand/salt within 5 feet from any parked vehicle, equipment, obstructions in parking lots, or other areas being cleared. Please attempt to move obstructions prior to our services being started. Ayles Services, Llc is not liable for damage to pavement or other surfaces contracted for plowing of snow and/or ice. Damage can occur, however we will make every effort to avoid this. Depressed areas in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic. Ayles Services, Llc is not responsible for these accumulations that cannot be removed although we will do our best to remove them.

Indemnification: The Association / Owners shall indemnify, defend and hold harmless the contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys’ fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner’s involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.

Life of Agreement: This agreement is valid from the date it is signed until November 1st, 2021.

Snow Removal: Removal of snow piles is available through Ayles Services, Llc. This is above and beyond this service agreement. We will do our best to keep charges to an absolute minimum, but we are at the discretion of others when rendering these services. In the event it is more economical for a sub contractor to provide the service, we will provide the arrangements and notify you in advance. Please contact us with any question or concerns you may have.
Hazard: Customer is aware that plowing may not clear their property to bare pavement/ground and that slippery conditions may and most likely will prevail even after plowing and de-icing. Ayles Services, llc assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.

Provision for Default and Cancellation: Either party may terminate this agreement at any time with a 14 day advance written notice. Cancellation date will be the 14th day after such notice is received. In the event of cancellation, the customer will be responsible for all costs of services rendered up to the cancellation date. A final invoice will be sent to the customer within 30 days after cancellation for any and all balances due. There will be No Refunds issued for unused time or services set forth by this agreement, without limitations, to seasonal Quotes.

Payment:

For per push / storm agreements, Invoices will be delivered by Ayles Services, llc to the customer approximately 5-10 business days after each service is performed and are due in full within 25 days of receiving such service. NET 25 DAYS

For on call agreements, or first-time customers, payment is due at time of service.

For monthly billing Agreements, Billing invoices will be sent out to customers by the first of the month following services and payment is due by the 15th of month in which the invoice is received.

Make Checks Payable to:
Ayles Services, llc.

Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 15%. Ayles Services, llc reserves the right to suspend service when payments become more than 10 days past due. This agreement price has been negotiated and agreed upon based on the customer’s driveway / parking lot/ roadway, walkway as it exists on the agreement date. In the event the customer adds additional areas, driveways, and/or paths that are suitable for snow plowing, shoveling and/or de-icing services, Ayles Services, llc shall not be responsible for the care or maintenance of such additional improvements without a written change order.

Returned Checks: A service charge of $50.00 will be charged for any returned check. 2nd occurrence will forfeit billing status, and payment will be due in cash at time of service.

Collections: Custodian will be responsible for all costs of collection, including without limitation, court costs and reasonable attorney’s fees in the event that it becomes necessary for Ayles Services, llc to resort to legal measures to collect any amount owed under this agreement.

I have read and understand this document and attached disclaimer and agree to abide by the terms listed and hereby enter into contract with Ayles Services, llc for the purposes listed above.

Property Custodian Signature / / 20

Property Custodian Printed

10/4/2019 Ayles Services, llc. 541.490.2332 911SNOW@gmail.com Tax Id: 27-1350835
Snow Plowing Service Guide

In an effort to better serve our customers we have put together a ‘Service Guide’ that explains the way our Snow Plowing operations work. We ask that you please read the following so that you get a general understanding of how and when services will be performed. Once our Snow Plowing operations have commenced, we will normally visit the site soon after we have reached the snow ‘trigger’ depth. The purpose of our initial visit is to “open up” the driveway/parking lot. This will enable you to get in and out of the area.

Our decision as to when the initial visit will occur depends on a number of factors:

1. Current snowfall accumulations
2. Current weather
3. Traffic conditions
4. Future weather predictions

Once the initial visit has occurred, we will periodically monitor the site, and provide whatever services are needed. During an active storm we constantly monitor the weather and temperatures so as to provide the most effective service. If the forecast for our general area dictates a lesser snowfall amount of say 2”~5” we may choose to wait until the end of the storm so as to avoid the complications and risks of competing with traffic.

In the event of a heavy snowfall 6+” we may visit the site numerous times. This proven method is not only easier on our drivers and equipment, but this also will enable you to gain access to roadways in the event that travel is necessary. If a major icing or blizzard conditions are forecast for our area, we may elect to wait until driving conditions are safe for our drivers and allow the ice to accumulate on top of existing snowfall rather than on ‘bare pavement’. We find it much easier to control significant icing that has occurred when it has not been constantly driven over or compacted by some other means such as heavy foot traffic. If you have chosen to utilize our shoveling services please note that unless otherwise requested in writing in the comments section of your Service Agreement these services will occur once the snowfall has ceased. This method has enabled us to effectively monitor more sites with less time in between visits. If de-icing is requested this service will occur at the time of your scheduled visit on the driveway/parking lot, and walkway areas of the property.

Please do your best to pick-up newspapers as we cannot be responsible for lost newspapers in the snow. Ayles Services, llc. is not responsible for plowing in front of mailboxes or any other obstructions that have not been detailed in the Service Agreement.

Parking:
When at all possible the best place to park is in the garage. If this cannot be achieved, please park cars as close together as possible leaving one side of the driveway open. It is also best not to park at the very end of the driveway, this way we can effectively manage the large snow loads left by municipal plows. If you have any Questions or concerns, please feel free to call.

Sincerely,

Loran Ayles
Ayles Services, llc.
P.O. Box 1672
Hood River, Oregon 97031
541.490.2332  911SNOW@gmail.com

10/4/2019  Ayles Services, llc.  541.490.2332  911SNOW@gmail.com  Tax Id: 27-1350835  5