Board of Directors Regular Meeting Agenda

Monday, March 18, 2024, 7:00pm Library Meeting Room and Zoom 502 State St, Hood River

Library Board:

Board President: Brian Hackett, *Board Vice-President:* Karen Bureker, *Board members:* Megan Janik, Sara Marsden, and Jean Sheppard.

The Hood River County Library District will hold this meeting by offering a hybrid format. Participants can attend in-person or on Zoom Conferencing. Please use the following phone number or video link:

1-253-215-8782, <u>https://us02web.zoom.us/j/89745812618?</u> pwd=NFBFT0xUVjFSN0dDVGNiZTVsNDQ2dz09, Meeting ID: 897 4581 2618

	Agenda Items	Action	Respon sible
I.	Call to Order		Brian Hackett
11.	Approval of the agenda (additions/corrections/deletions)	Motion	Brian Hackett
111.	Approval of the consent agenda	Motion	Brian Hackett
IV.	Actual or potential conflicts of interest		Brian Hackett
V.	Public comment (3 minutes each)		Brian Hackett
VI.	Reports		
	i. Friends update		Rachael Fox
	ii. Foundation update		Rachael Fox
	iii. January 2024 Financial Statement		Rachael Fox
	iv. Director's report		Rachael Fox
VII.	Old Business		
VIII.	New Business		

	i. Budget Committee Approval	Motion	Brian Hackett
	ii. Attorney contract approval	Motion	Brian Hackett
	iii. Library Director evaluation timeline		Brian Hackett
	iv. Gardens maintenance bids	Motion	Brian Hackett
	v. Library Card Policy	Motion	Brian Hackett
IX.	Announcements		
	i. Comments from board members		All
	ii. Requests/Comments from Library Director		Rachael Fox
Х.	Agenda items for next meeting		Brian Hackett
XI.	Adjournment regular meeting		Brian Hackett

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 7:00pm 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 Agenda Supplementary information

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	Agenda Items	Action	Respon sible
1.	Call to Order		Brian Hackett
11.	Approval of the agenda (additions/corrections/deletions)	Motion	Brian Hackett
111.	 Approval of the consent agenda Minutes from the February 20, 2024 regular board meeting Attachment:	Motion	Brian Hackett
IV.	Actual or potential conflicts of interest		Brian Hackett
V.	Public comment (3 minutes each)		Brian Hackett
VI.	Reports		
	 i. Friends update Jean Harmon, a member of the Friends of the Library, was honored with a letter of recognition from Erick Hayne, a member of the Hood River City Council, thanking her for her Hood River County Reads presentation at the City Council meeting in February. 		Rachael Fox

The recognition highlighted her numerous years of dedicated community involvement.	
 The elections for the Vice President and Secretary of the Friends positions are scheduled for May. 	
The Hood River County Reads Events	
• This year's selection is <i>Beloved Beasts: Fighting for the Life in an Age of Extinction</i> by Michelle Nijhuis.	
Events	
 Saturday, March 2. Kick-off Program, Book Distribution: Hood River Library 2pm; Book Distribution only at the Parkdale & Cascade Locks Libraries 10am-2pm. 	
 Saturday, March 9, 2pm. Wildlife Photography with Linda Steider, Hood River Library Reading Room. 	
 Wednesday, March 13, 6pm American Buffalo with Michelle Nijhuis and Ken Burns documentary clips. 	
 Saturday, March 16, 2-4pm. All Creatures Great and Small: Fighting for Life in the Gorge with panelist Jocelyn Akins, Carnivore Project, Elaine Harvey (Yakama), CRITFC, Sarana Jepson, Xerces, plus local conversation groups. 	
 Saturday, April 6, 10am-2pm Where the Wild Things Are: Field 	
Trip with Bill Weiler, wildlife biologist.	
 Wednesday, April 10, 12:30pm. Hood River Library Book Club: <i>Beloved Beasts</i>. Meeting Room and Zoom. 	
 Saturday, April 13, 10am-Noon. Writing Workshop with Michelle Nijhuis. Meeting Room. Sign-up needed. 	
 Saturday, April 13, 1-4pm. Making Animal Masks with Lacey Spray, 11 years and up. 	
 Sunday, April 14, 2pm. Public Presentation by author 	

Michelle Nijhuis, Hood River Library.	
 ii. Foundation update The Library Foundation seeks an individual to help with the ordering and installation process of bricks in the gardens. 	Rachae Fox
• The Library Foundation is currently occupied with organizing the Feast of Words. They are compiling action items and assembling raffle baskets, with plans to start advertising for the event in March.	
iii. January 2024 Financial Statement Attachment: VI.iii. January 2024 Financial statement	Rachae Fox
We are tracking well on our line items. The planned transfer of \$10,000 was made from the General Fund into the Capital Equipment Reserve Fund.	
I will present a FY 2024-25 budget preview at the April Library Board meeting.	
The financial statements for Feburary 2024 had not been released yet when the board packet was distributed.	
iv. Director's report	Rachae Fox
Administration	
 Update on Code of Conduct and Use Restriction policy review: I've decided to postpone the review of this policy until the fall. With the upcoming busy season involving Friends, Foundation events, library budgeting, and summer reading, my team and I will have more availability to focus on it later. This fall, I'll allocate dedicated time to this project. In the meantime, we'll continue reviewing policies at each library board meeting. This month, we'll address the Library Card Policy, and next month, we'll tackle the Bulletin Board and Information Use Policy. 	
• Regarding direct procurements: I've recently learned that starting January 1, 2024, the threshold for direct procurements not requiring three bids has been raised. We are now able to proceed with direct procurements for amounts up to \$25,000.	

• We are seeking two part-time Public Service Clerk to work at Cascade Locks, Hood River, Parkdale, and Bookmobile during days, evenings and Saturdays. Good customer service skills are required. Spanish speaking skills a plus. The positions are open until filled. Two of our team members secured positions in their respective fields at different locations in the gorge. While one of them will remain with the District as an on-call substitute, the others have moved on to new opportunities.

Facilities/Gardens

• The ADA parking space in our driveway has experienced erosion beneath the concrete surface and the repavement was completed this month.

Programs and Services

• The program staff have been working hard to provide creative programming for this spring. Please check out the <u>newsletter</u> for a full list March programs.

• All Ages

• Every month, we will highlight nationally recognized heritage months and holidays at our library, providing a platform for celebration and exploration. Many libraries across the nation also participate in honoring these same occasions.

The Hood River County Library District provides free and equitable access to cultural and educational experiences. The library celebrates ideas, promotes creativity, connects people, and enriches lives, with an emphasis on promoting literacy and equity in library collections, services, and programs.

Discover the diverse range of materials available in our collection. Visit the library, search our **online catalog**, download **ebooks and audiobooks** or stream **movies**.

National Women's History Month

 Women's History Month is an annual observance in March to recognize the accomplishments, contributions, and historical significance of women. This month-long celebration is an opportunity to highlight the achievements of women across various fields, from science and politics to arts and business, and to inspire future generations. Women's History Month also encourages reflection on the progress made in gender equality while acknowledging the ongoing challenges women face worldwide. Hood River County Reads 2024, Beloved Beasts: Fighting for Life in the Age of Extinction by Michelle Nijhuis The book describes the vital role of scientists and activists such as Aldo Leopold and Rachel Carson, reveals the origins of organizations like the Audubon Society and the World Wildlife Fund, explores current efforts to protect species such as the whooping crane and the black rhinoceros, and confronts the darker side of modern conservation, long shadowed by racism and colonialism. As the destruction of species continues and the effects of climate change wreak havoc on our world, Beloved Beasts charts the ways conservation is becoming a movement for the protection of all species, including our own. Hood River County Reads is a county-wide project sponsored by the Friends of the Library. Our goal is to encourage readers of all ages to read and discuss books. We choose books and authors that reflect the diversity of our community and that will be shared widely with our county's individuals and families. Hood River County Reads Programs 2024 March 2 - Saturday, KICK-OFF and Book 			
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	Distribution: Hood River Library - 2 pm for program Parkdale and Cascade Locks Libraries - 10 am - 2 pm for book distribution March 9 - Saturday 2 pm, Wildlife Photography with Linda Steider, Hood River Library Reading Room March 13 - Wednesday 6 pm, "American Buffalo" with Michelle Nijhuis and Ken Burns' documentary clips, Hood River Library Reading Room March 16 - Saturday 2 - 4 pm, All Gorge Creatures Great and Small: Cascade Carnivore: Jocelyn Akins, Salmon/CRITFC: Elaine Harvey (Yakama), Monarch Monarch Butterflies: Michelle Nijhuis; with Bill Weiler and Laurie Macdonald, plus ocal conservation groups. Hood River Library Reading Room April 6 - Saturday 10 am - 2 pm Where the Wild Things Are: Field Trip with Bill Weiler, wildlife biologist Details and sign-ups on Library website April 10 - Wednesday 12:30 pm, Hood River Library Book Club: Beloved Beasts, Hood River Library Meeting Room and Zoom April 13 Saturday, 10 am - Noon Writing Workshop with Michelle Nijhuis. 1 - 4 pm For 11 y.o. and older: Making Animal Masks with Lacey Spray, Saturday. For both workshops: Hood River Library Meeting Room and sign-ups needed on Library website April 14 - Sunday 2 pm, FINALE: Presentation by author Michelle Nijhuis, Hood River Library Reading Room	
River L Hood F weekly Yoga. (for Adults, Saturdays at 10:30am, Hood ibrary Meeting Room. This winter the River Library is happy to be hosting a yoga classes taught by Snapdragon Open to adults, the program is available as in course throughout January, February	

and March every Saturday at 10:30am.	
 Hood River Book Club meets the second Wednesday of the month at 12:30 p.m. Hood River Library Meeting Room & <u>Zoom.</u> March's book club selection is Beloved Beasts by Michelle Nijhuis. 	
• Cascade Locks Book Club meets the Fourth Thursday of the month from 5:15 to 7:00 p.m. at the Cascade Locks Library. March's book club selection is <i>Remarkably Bright Creatures</i> by Shelby Van Pelt.	
• Writing Group: Every Wednesday at 3 pm in the Hood River Library Columbia Room. Creative writing together! Join with fellow writers to work on your craft through prompts and (sometimes) share the results. For more information, please contact Patty Kaplan (310.710.3822).	
 Teen programs 	
• Teen Movie Night, Friday, March 15, 5pm, Hood River Library Theater. Movie showing of <i>Theater Camp</i> . Ages 12 to 18, snacks provided.	
• Magic the Gathering, 2nd and 4th Fridays of the month at 4pm in the Library Theater.	
• Library Teen Council, 2nd and 4th Saturdays of the month at 2pm in the Hood River Library Theater. Join the team and earn volunteer hours, help out at the library and eat snacks!	
 Children's programs 	
Spring Break, Angel Ocasio Comedy Hour, Wed. March 27	
 Cascade Locks 12-1pm, Parkdale 3-4pm, Hood River 5:30-6:30pm 	
Prepare for a laughter-filled experience at the library over spring break with Angel Ocasio!	

	Enjoy a bilingual, high-energy, and VERY funny one-man variety show that combines physical comedy, jokes, juggling, object balancing, comedy magic, and impromptu comedy situations.
	• Storytimes
	 Family Storytime – Hood River
	 Library Thursdays at 10:30 a.m. The storytime is open to all ages. Storytime will feature stories, songs and fun! Literacy enrichment will be at the heart of every session. Children will learn pre-reading skills, develop an increased vocabulary, and nurture a lifelong love of reading!
	 Weekly playgroup and monthly storytime – Parkdale
	 Looking for something fun to do with your children that haven't yet started school? We have playgroups at our Cascade Locks and Parkdale Libraries! Each Friday from 10:30- 11:30 we invite parents to come with their children to explore the library, help kids build social skills, and make new friends.
	The first Friday of the month in Parkdale we will have a librarian led storytime.
0	Bookmobile route
	Pine Grove, 1st Thursday of the month
	 Early Intervention Pine Grove School 1:30am- 1pm
0	 Hood River 2nd Thursday of the month, 2:30-6:00pm Neighborhoods behind Rosauers 2:30p-3:30p Pacific Ave (street parking)
	3:30p-4:30p Sieverkropp Dr (street parking)
	 5:00p-6:00p Wyeast Vista Apartments 1800 8th st.
0	Hood River

	 3rd Thursday of the month, 2:30-6:00pm Apartments and Mobile Home Parks on Cascade Ave. 2:30p-3:30p Hood River Mobile Manor (next to Les Schwab) 3300 Cascade Ave. 3:30-4:30p Hood River Crossings Apartments 3145 Cascade Ave. 5:00p-6:00p Columbia View Apartments 1695 Oak St. Hood River Every 4th Thursday of the month, 3:00-4:00pm Hood River Rockford Grange Senior facilities 1st Friday of the month, 10am-12:30pm 2nd and 4th Saturdays 10:30a-12:00p Mobile Home Park/AGA RD 		
VII.	Old Business		
VIII.	New Business		
	 i. Budget Committee Approval Attachment: VIII. Budget committee applications The budget committee, consisting of both the Board of Directors and an equal number of community members, oversees our budget. Committee members serve three-year terms. All existing committee members, Jen Bayer, Andrea Krol, and Angela Schock, have confirmed their availability for this year. The position of Budget Officer is held by Library Director Rachael Fox. Two positions were made available, and we invited community members to submit applications through our website by Monday, March 11th, at 5 pm. We received two applications. I request the board to review the applications and decide	Motion	Brian Hackett
	whether to appoint the two applicants. ii. Attorney contract approval Attachment: • VIII.ii. Contract Ruben Cleaveland renewal	Motion	Brian Hackett
	Ruben Cleaveland took over providing service to the District in 2016. Cleaveland's services have been invaluable, and he has also been easy to work with. The current municipal rate remains the same at \$210 per hour. I recommend we renew		

iv. Gardens maintenance bids	Motion	Brian
The Library Director evaluation timeline needs to be approved by the board.		
• The evaluation goes into my personnel file.		
• At the May meeting, the evaluation meeting happens. A that time, the Board determines whether to renew my annual contract and if a step increase is warranted.	t	
• Once the Board evaluation is completed, I am given a time before the May meeting to review the evaluation.		
 Once all three of those evaluations are completed, they're compiled by the Library District Board President and given to the entire Board to assist in completing their evaluations. 		
 At the same time, the staff and community members (which consists of the Presidents of the Friends and Foundation plus other individuals selected by the Board are given their questions, which are distributed via online survey. The Library District Board President administers the online surveys using the District's SurveyMonkey account.)	
 In April, I am given two weeks to complete my self- evaluation. It mainly consists of narrative. 		
• The Board reviews and approves the Library Director evaluation timeline.		
• VIII. iii. Library Director evaluation timeline I will be reviewed annually at the May Board meeting. The process is delineated in the Library Director Evaluation Policy. It's a 360° process. I evaluate myself, the staff evaluates me, selected community members evaluate me, and finally, with those previous three evaluations, the Board evaluates me. The questions use a 1-5 scale, with optional comments. The process typically runs from April through May, with the review happening at the May regular Board meeting, usually in executive session. The process goes like this:	è	
iii. Library Director evaluation timeline Attachments:		Brian Hacke
the contract for an additional year.		

Attachments:	Hackett
• VIII.iv.a. Informal Bid Request Grounds Maintenance	
 for Georgiana Smith Memorial Gardens VIII.iv.b. Informal Bid Request – Mora's Lawn 	
 VIII.iv.b. Informal Bid Request – Mora's Lawn Maintenance 	
 VIII.iv.c. Informal Bid Request – Crystal Greens 	
Landscape	
VIII.iv.d. Contract Grounds Maintenance for	
Georgiana Smith Memorial Gardens	
Crystal Greens Landscape has been responsible for	
maintaining our grounds since 2021. As the contract falls within	
the range of over \$10,000 and less than \$150,000, in	
accordance with the Oregon Attorney General's model	
contracting rules adopted by the District, I solicited informal	
bids. However, during the bid process, I discovered that the threshold for direct procurements that do not necessitate three	
bids was revised effective January 1st. We are now able to	
conduct direct procurements for amounts not exceeding	
\$25,000.	
I contacted the following firms:	
FLI Landscaping	
Crystal Greens	
Mora's Lawn Maintenance	
Mora's Lawn Maintenance and Crystal Greens submitted	
quotes. Last year the District paid Crystal Greens \$795 per month for \$9,540 per year. This year Mora Lawn Maintenance	
bid \$1,450 per month for \$17,400 per year. Crystal Greens bid	
\$835 per month for \$10,020 per year.	
Crystal Greens is a company based out of Clackamas. They	
have other facilities they care for in the gorge including	
Providence in Hood River. They include a Smartline Water	
Management System which includes a free controller,	
installation and Management of Smartlink weather-based	
irrigation system. I recommend we accept the bid from Crystal	
Greens.	
It is good practice to go through the bidding process every	
three to five years. I recommend we sign a one year contract	
with Crystal Green's with an option to renew. The contract has	
been reviewed by our lawyer Ruben Cleaveland. The contract with be for services from March 1, 2024 to February 28, 2025.	
with be for services nonninaton 1, 2024 to reducing 20, 2023 .	

	 v. Library Card Policy Attachment: VIII.v. Library Card Policy The Library Card Policy has undergone several key revisions, including: 	Motion	Brian Hackett
	 Introduction of the Library of Things service. Elimination of the processing fee for replacement items. This decision was made due to the disproportionate effort required by staff to collect the \$5.00 fee, which outweighed its benefits. Implementation of a \$10.00 charge for lost Library of Things storage bags. Modification of the Out-of-Sage Interlibrary Loan policy: Borrowing two items at a time is now complimentary, with a charge of \$3.00 for each additional item borrowed simultaneously. This change aims to ensure equitable access to all community members. 		
IX.	Announcements		
	i. Comments from board members		All
	ii. Requests/Comments from Library Director		Rachael Fox
Χ.	 Agenda items for next meeting Budget preview FY 2024-25 Bulletin Board and Information Use Policy 		Brian Hackett
XI.	Adjournment regular meeting		Brian Hackett

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Board of Directors Regular Meeting Minutes

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Library Board:

Present: Board President: Brian Hackett, *Board Vice-President:* Karen Bureker, *Board members:* Megan Janik and Sara Marsden.

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	Agenda Items	Action	Respon sible
I.	Call to Order Board President Brian Hackett called the meeting to order at 7:02pm.		Brian Hackett
11.	Approval of the agenda (additions/corrections/deletions) Marsden made a motion to approve the agenda. Sheppard seconded. The motion carried unanimously.	Motion	Brian Hackett
	Approval of the consent agenda Bureker moved to accept the consent agenda, encompassing the minutes of the January 16, 2024 regular board meeting. Marsden provided the second. The motion passed with unanimous approval.	Motion	Brian Hackett
IV.	Actual or potential conflicts of interest None stated		Brian Hackett
V.	Public comment (3 minutes each) None stated		Brian Hackett
VI.	Urban Renewal Agency Governing Board Membership Will Norris from the City of Hood River Urban Renewal Agency visited the library board meeting to discuss the Urban Renewal Agency Governing Board Membership. He stated that the		Will Norris

Urban Renewal agency was reevaluating its governance structure and bylaws, which had last been done in 2012. The agency currently consists of the entire City Council and two members of the Port Commission, primarily due to the activity on the waterfront and downtown area. Norris is visiting taxing districts with the intent to gauge interest in being involved in the business decisions of the taxing districts. They are currently in a fact-finding and listening stage.

Hackett asked about the involvement of the Port on the agency board since they have a small impact on their budget for the Westside project and the Library District has a larger impact. Norris stated that the Port has held positions on the agency board since 1983. Hackett clarified that this was for the agency board and not the Westside District. Norris confirmed that was correct. The seats for the Port were because the urban renewal district was downtown.

Norris asked about the interest in having a permanent seat on the governing board. Hackett stated there was inequity on the board due to the number of positions of city council members. Norris explained that a permanent seat would have equal weight to every seat on the board.

Bureker inquired why city council members each have a position on the agency board because it seems redundant. Norris explained that this eliminates redundancy to have all city council members so they don't have to vote twice because they are represented on the agency board. Bureker expressed it seems highly weighted with all the city council members on the board. Norris explained the Urban Renewal Agency is a component entity of the city. It is a designated economic development arm and has been tasked with urban renewal financing with its own governing board but as a component of the city. 75% of urban renewal agencies just use their city councils as their board and 25% add on additional representation. There is one agency board in the state without any city council representation on the board. Hackett expressed it seems heavily weighted against other voices and questioned the Library District involvement since the library board or citizens were not asked for their involvement.

Bureker asked what is the benefit of other taxing districts being involved. Norris explained taxing increment financing works by segregation of tax growth in certain geographic areas from all other taxing districts. Serving on the agency board provides a stake in funding source. There is not more decision power but an equal amount to each vote on the governing board. The

VII.	Presentation: Bookmobile and Outreach During the recent board meeting, Jasmin Martinez, the Bookmobile Specialist, and Yelitza Vargas-Boots, the Bilingual Outreach Specialist, conducted a presentation on Bookmobile and Outreach Services. Martinez shared insights from her extensive community work experience, highlighting how her	Jasmin Martinez and Yelitza Vargas- Boots
	Norris aksed if the Library District is interested in involvement with Urban Renewal Agency Board. Bureker agreed with Sarah with presentations twice per year.	
	Bureker asked if the Westside urban renewal district would last 25 years. Norris stated the max indebtedness was 146.7 million dollars. This is the amount of time it will take to generate that amount of tax revenue to pay off the borrowing of that amount. It doesn't have a designated time limit. Projections are based off that time limit but it could be plus or minus. The waterfront closed earlier than expected.	
	Norris recognized Special Districts Association of Oregon does lobby against urban renewal. Norris made note of the first downtown district and the need for infrastructure improvements for stormwater and electrical poles and the creation of new parks. Tax value increases 5 or 6 fold and has been released back in the coffers for the Library District. In Westside, there have been only ten houses built in the last ten years and they need new infrastructure. Hackett recognized the benefits but also objected to funds being used from the library district and other special districts.	
	Hackett and Janick expressed concern that the pattern was the library did not receive a benefit because when one urban renewal district ends another begins. Hackett stated it was abusive and wrong. Hackett expressed he was not interested in joining the agency board.	
	Bureker stated she thinks the funds are frozen just in the geographic area of the urban renewal district. Norris confirmed yes. Norris stated the city oversees the downtown, waterfront, heights, and westside districts.	
	Marsden stated she had no interest in a seat but would like updates more than once per year.	
	following options are potentially available for involvement: seat on the Agency Board, join the monthly meetings, or receive presentations urban renewal district activity. Hackett asked if there was a requirement to brief the library board on spending. Norris stated annually they are required by state law to release an annual financial report to districts in January.	

	i. Budget calendar and Budget Officer Approval	Motion	Rachael Fox
IX.	New Business		Destroit
VIII.	Old Business		
	The financial statements for January 2023 had not been released yet when the board packet was distributed. iv. Director's report Hackett proposed obtaining a charging locker for Cascade Locks and Parkdale. Fox stated she would look into the suggestion, considering the compact size of the locations and the visibility of the charging areas to patrons. Nevertheless, Fox expressed assurance in securing funding if needed. Janick suggested that an outdoor charging locker at Cascade Locks could be beneficial for hikers on the Pacific Crest Trail.		Fox Rachae Fox
	 ii. Foundation update There was nothing to add to the written report. iii. January Financial Statements 		Rachael
	i. Friends update There was nothing to add to the written report.		Rachae Fox Rachae
/111.	Reports		
	background aligns perfectly with her current role. She elaborated on the criteria for selecting stops, emphasizing factors such as population density, distance from the physical library location, proximity to school bus stops, and previously established stops. The discussion centered around various stops, with a particular focus on low-income neighborhoods. Martinez also provided an overview of the library's participation in outreach events and parades, presenting relevant statistics. Vargas-Boots then discussed the versatile use of the bookmobile for outreach events in the community, as well as its role in school visits. She mentioned the upcoming Dia de los Ninos event, where the library will partner with One Community Health to host the event at their site. Vargas-Boots added that over 40 other community partners are expected to attend, with an estimated turnout of over 1,000 people. Following the presentation, the Library Board members were given a guided tour of the Bookmobile to further acquaint themselves with its operations and capabilities.		

	the budget officer and approving the budget calendar. Janik supported the motion with a second. The motion was unanimously passed.	
IX.	Announcements	
	i. Comments from board members Bureker provided an update on her recent participation in the Special District Association of Oregon conference. She highlighted that there will be mandatory training from the ethics commission for all current board members and individuals who file for a board position. Additionally, Bureker mentioned two discussions held at the SDAO. Firstly, Josephine County Library District had a patron request to be exempted from paying for library services on their taxes. Secondly, there was a discussion on recreation law, which addressed the liability concerns associated with patrons walking on paths situated on special district lands.	All
	ii. Requests/Comments from Library Director None	Rachael Fox
X.	 Agenda items for next meeting Reminder: Our board meeting has been moved to Monday, March 18, 7pm Code of Conduct and Use Restriction policy review Budget Committee approval Garden's maintenance bids Attorney contract renewal Library Director Evaluation timeline 	Brian Hackett
XI.	Adjournment regular meeting The meeting was adjourned at 8:25pm.	Brian Hackett

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 7:00pm 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 giv

HOOD RIVER COUNTY LIBRARY DISTRICT

Compiled Financial Statements January 31, 2024

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Grants Fund
Capital Equipment Reserve Fund
Schedule of Revenues and Expenditures and Changes in
Fund Balance – Cash Basis – Grants Funds

Onstott, Broehl & Cyphers, P.C.

Certified Public Accountants

KENNETH L. ONSTOTT, c.p.a. JAMES T. BROEHL, c.p.a. RICK M. CYPHERS, c.p.a. OFFICE:

100 EAST FOURTH STREET THE DALLES, OREGON 97058 Telephone: (541) 296-9131 Fax: (541) 296-6151

MEMBERS: American Institute of c.p.a.'s Oregon Society of c.p.a.'s

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

Management is responsible for the accompanying interim financial statements of Hood River County Library District, which comprise the balance sheet – cash basis as of January 31, 2024, and the related statement of revenues, expenditures and changes in fund balance – cash basis for the one month and seven 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 February 28, 2024

Hood River County Library District Balance Sheet - Cash Basis January 31, 2024

ASSETS

7.002.0				
			Capital	
			Equipment	
	General	Grants	Reserve	
	Fund	Fund	Fund	Total
Current Assets:				
Cash in bank - Umpgua Bank	\$69,310			\$69,310
Cash with Hood River County	1,233,817	\$90,103	\$104,523	1,428,443
Petty cash	416	8		416
Prepaid expenses	5,164			5,164
Total Current Assets	1,308,707	90,103	104,523	1,503,333
TOTAL ASSETS	\$1,308,707	\$90,103	\$104,523	\$1,503,333
LIABILITIES & FUND BALANCES				
Current Liabilities	\$1,187			\$1,187
Payroll liabilities	φ1,107			\$1,107
Total Current Liabilities	1,187	0	0	1,187
Total Liabilities	1,187	0	0	1,187
Fund Balances: Unassigned	1,307,520	90,103	104,523	1,502,146
TOTAL LIABILITIES & FUND BALANCES	\$1,308,707	\$90,103	\$104,523	\$1,503,333

HOOD RIVER COUNTY LIBRARY Statement of Revenues, Expenditures, and Changes in Fund Balance - Cash Basis For the Seven Months Ended January 31, 2024

î

	Constal Fund	Cropto Fund	Capital Equipment Reserve Fund	Total
Revenues:	General Fund	Grants Fund	Fund	TOLAI
Donations and grants	\$0	\$10,122		\$10,122
Property tax revenues - current year	1,110,241			1,110,241
Property tax revenues - prior year	7,008			7,008 2,424
Fines and fees	2,424 246	5,281		5,527
Intergovernmental revenue Interest revenue	22,153	5,201	\$2,895	25,048
Grants and donations	3,801		42,000	3,801
Miscellaneous	100			100
	1 1 1 5 0 7 0			1 101 071
Total Revenues Expenditures:	1,145,973	15,403	2,895	1,164,271
Personal services:				
Wages and salaries	367,598			367,598
Employee benefits	125,199			125,199
Total Personal Services	492,797	0	0	492,797
Materials and services:				
Bank charges	160			160
Bookmobile	415			415
Building rental	10,700			10,700
Building maintenance	21,343 1,781			21,343 1,781
HVAC Elevator	1,705			1,705
Telephone	4,439	29		4,468
Internet	4,948			4,948
Collection development	54,342	20,774		75,116
Technology	8,002			8,002
Accounting and auditing	28,765 2,357			28,765 2,357
Courier Custodial services	14,013			14,013
Technical services	3.627			3,627
Library consortium	16,309			16,309
Copiers	3,531			3,531
Elections expense	2,637			2,637
Furniture and equipment	2,504	6,730		9,234 20,671
Insurance	20,671 7,809			7,809
Georgiana Smith Memorial Garden Legal services	2,789			2,789
Professional services	1,305			1,305
Dues and subscriptions	2,487			2,487
Miscellaneous	2,491			2,491
Postage and freight	522 606			522 606
Printing	11,983	31,534		43,517
Programs Advertising	129	01,001		129
Supplies - office	13,086	267		13,353
Travel	1,820			1,820
Training	1,372			1,372 795
Board development	795 11,035			11,035
Electricity Garbage	1,131			1,131
Natural gas	2,296			2,296
Water & sewer - building	3,056			3,056
Total Materials and Services	266,961	59,334	0	326,295
Capital outlay	0_	0	30,528	30,528
Total Expenditures	759,758	59,334	30,528	849,620
Revenues Over Expenditures	386,215	(43,931)	(27,633)	314,651
Other Financing Sources (Uses) Operating transfers in			10,000	10,000
Operating transfers out	(10,000)		.0,000	(10,000)
operating transiere out				
Total Other Financing Sources (Uses)	(10,000)	0	10,000	0
Revenues and Other Financing Sources (Uses) Over Expenditures	376,215	(43,931)	(17,633)	314,651
Fund Balance - July 1, 2023	931,305	134,034	122,156	1,187,495
Fund Balance - January 31, 2024	\$1,307,520	\$90,103	\$104,523	\$1,502,140

HOOD RIVER COUNTY LIBRARY DISTRICT

General Fund

Statement of Revenues and Expenditures - Cash Basis For the One Month and Seven Months Ended January 31, 2024

	Current Period Actual	Year to Date Actual	Annual Budget
Revenues:	5		
Tax revenues - current	\$5,919	\$1,110,241	\$1,199,267
Tax revenues - prior year	342	7,008	25,000
Interest revenue	4,597	22,153	10,000
Fines and fees	189	2,424	3,500
Intergovernmental revenue	0	246	0
Grants and donations	3,801	3,801	0
Miscellaneous	0	100	0
Total Revenues	14,848	1,145,973	1,237,767
Expenditures:			
Personal services:			
Wages and salaries:			
Library clerk I	568	4,678	9,042
Library clerk II	14,617	87,625	142,958
Library assistant I	6,349	43,502	72,945
Library assistant II	9,023	53,483	108,829
Librarian I	13,092	82,273	149,488
Librarian II	5,717	39,839	69,971
Library director	8,086	56,198	94,644
Payroll taxes and benefits:			
Retirement	9,042	29,681	51,473
Social security	4,332	27,739	49,965
Workers' compensation	20	441	1,300
Health insurance	20,216	64,241	165,750
Unemployment insurance	739	3,097	4,572
Paid family and medical leave	0	0	6,479
Total Personal Services	91,801	492,797	927,416
Materials and services:			
Bank charges	17	160	300
Bookmobile	0	415	5,000
Building rental	1,227	10,700	17,500
Building maintenance	7,628	21,343	20,000
HVAC	0	1,781	15,000
Elevator	537	1,705	2,500
Telephone	599	4,439	6,300
	76	4,948	8,000
Internet Collection development	7,131	54,342	90,000
Technology	1,131	8,002	14,000
Accounting and auditing	0	28,765	32,000
Courier	2,357	2,357	2,300
Gourier	2,001	2,007	2,000

HOOD RIVER COUNTY LIBRARY DISTRICT General Fund

Statement of Revenues and Expenditures - Cash Basis For the One Month and Seven Months Ended January 31, 2024

	Current Period Actual	Year to Date Actual	Annual Budget
Custodial services	311	14,013	29,000
Technical services	0	3,627	4,000
Library consortium	0	16,309	16,500
Copiers	(3,968)	3,531	5,000
Elections expense	0	2,637	0
Furniture and equipment	263	2,504	4,000
Insurance	20,671	20,671	20,000
Georgiana Smith Memorial Garden	1,428	7,809	20,000
Legal services	1,218	2,789	4,000
Professional services	0	1,305	0
Membership dues	359	2,487	4,000
Miscellaneous	179	2,491	2,500
Postage and freight	66	522	1,500
Printing	141	606	1,000
Programs	325	11,983	20,000
Advertising	0	129	2,500
Office supplies	1,300	13,086	14,000
Travel	0	1,820	4,000
Training	0	1,372	3,000
Board development	0	795	1,500
Parking reimbursement	0	0	500
Electricity	1,475	11,035	20,000
Garbage	152	1,131	2,000
Natural gas	1,103	2,296	10,000
Water & sewer - building	446	3,056	5,600
Total Materials and Services	46,172	266,961	407,500
Capital Outlay	0	0	0
Contingency	0	0	100,000
Total Expenditures	137,973	759,758	1,434,916
Other Financing Sources (Uses)			
Operating transfers In	0	0	0
Operating transfers out	(10,000)	(10,000)	(10,000)
Total Other Financing Sources (Uses)	(10,000)	(10,000)	(10,000)
Change in Fund Balance	(\$133,125)	\$376,215	(\$207,149)

HOOD RIVER COUNTY LIBRARY DISTRICT

Grants Fund

Statement of Revenues and Expenditures - Cash Basis For the One Month and Seven Months Ended January 31, 2024

	Current Period Actual	Year to Date Actual	Annual Budget
Revenues:			
Donations and grants	\$7,023	\$10,122	\$270
Intergovernmental revenue	0	5,281	0
Total Revenues	7,023	15,403	270
Expenditures:			
Personal services	0	0	11,000
Materials and services:	4,737	59,334	269,000
Capital outlay	0	0	100,000
Total Expenditures	4,737	59,334	380,000
Change in Fund Balance	\$2,286	(\$43,931)	(\$379,730)

HOOD RIVER COUNTY LIBRARY DISTRICT

Capital Equipment Reserve Fund Statement of Revenues and Expenditures - Cash Basis For the One Month and Seven Months Ended January 31, 2024

	Current Period Actual	Year to Date Actual	Annual Budget
Revenues:			
Interest revenue	\$236	\$2,895	\$2,000
Other Financing Sources			
Transfer from General Fund	10,000	10,000	10,000
Total Revenues and			
Other Sources	10,236	12,895	12,000
Expenditures:			
Materials and services	0	0	0
Capital outlay	0	30,528	75,000
Total Expenditures	0	30,528	75,000
Change in Fund Balance	\$10,236	(\$17,633)	(\$63,000)

HOOD RIVER COUNTY LIBRARY Schedule of Revenues, Expenditures, and Changes in Fund Balance - Cash Basis Grants Funds For the Seven Months Ended January 31, 2024

	Total	\$10,122 5,281	15,403	00	0	29	267	31,534 6,730	59,334	0	59,334	(43,931)	134,034	\$90,103
Safety	Grant	0\$	0		0			476	476	0	476	(476)	476	\$0
HR Cultural	Irust	0\$	0		0		2.500		2,500	0	2,500	(2,500)	2,500	\$0
	K2K 2024	\$5,281	5,281		0				0	0	0	5,281	0	\$5,281
	K2K 2023	\$0	0		0		485	4,539	5,024	0	5,024	(5,C24)	5,154	\$130
	CARES Act	0	0		0				0	0	0	0	1,781	\$1,781
Pat	Hazelhurst	D x	0		0	29	3,915	2,288 530	6,762	0	6,762	(6,762)	14,093	\$7,331
Friends of	the Library	\$1,142	7,742		0		1,627	7,455	9,082	0	9,082	(1,340)	4,381	\$3,041
Other	Grants	\$Z,38U	2,380		O			2,609	2,609	0	2,609	(229)	3,052	\$2,823
Foundation	Grants	DA A	0		0		267 12,247	14,643 5,724	32,881	0	32,881	(32,881)	102,259	\$69,378
Newspaper	Digitization	D A	0		0				0	0	0	0	338	\$338
	Revenues:	Dorrations arrig grants Intergovernmental revenue	Total Revenues	Expenditures: Personal services: Wages and salaries Employee benefits	Total Personal Services	Materials and services: Telephone	Supplies - office Collection development	Programs Furn itur∋ & equipment	Total Materials and Services	Capital outlay	Total Expenditures	Net Change in Fund Balance	Fund Balance - July 1, 2023	Fund Balance - January 31, 2024

See Independent Accountants' Compilation Report

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Name

Jazmin Contreras

Email

jazmincontreras0124@gmail.com

Phone

(541) 399-9367

Address

3145 Cascade Ave Apt 116 Hood River, Oregon 97031 United States <u>Map It</u>

1. Why are you interested in serving on the Budget Committee?

I am recent graduate of HRVHS and an Economics student at Lewis & Clark College in Portland. I am very interested in the way that funding impacts educational outcomes, and I believe that a strong public library is crucial to the educational outcomes of our community. As someone who grew up in the Odell area, I often did not use the library as a resource. In the past couple years, I moved closer to the library, and have seen all of the wonderful resources that are provided here. I would love to contribute to this environment and learn more about budgets and funding in the process.

2. Have you served in similar capacities in the past and, if so, under what circumstances?

I have not served in a similar capacity before.

3. Please provide us with a brief resume of your background and your activities in the community.

This past summer, I helped create the Columbia Gorge Soccer League. This league was created by the Hispanic community of Hood River for the Hispanic Community. Through this process I learned a lot about fundraising, budgeting, and teamwork. In high school, I served as the Vice President of MEChA, a student organization that promotes higher education, cultural education, and historical education for Mexican-American students. I also served as co-captain of the speech and debate team. Additionally, I participated in theater productions and phoenix theater (a devised theater troop that performed for elementary schools), and volunteered in the Wy'east Middle School theater department doing makeup for their productions.

Name	
Eric Stasak	
Email	
northwestfamilyteam@gmail.com	
Phone	
(541) 880-6513	
Address	
PO Box 125	

Hood River, Oregon 97031 United States <u>Map It</u>

1. Why are you interested in serving on the Budget Committee?

See if I can be of assistance with financial insights for this important public entity.

2. Have you served in similar capacities in the past and, if so, under what circumstances?

As CFO for Oregon Community colleges, I have built several budget committees and presented budgets to budget committees.

3. Please provide us with a brief resume of your background and your activities in the community.

Mechanical Engineer

Overseas (Europe) Project Management and business acquisition experience (10+ years) CFO and VP Admin at 3 Oregon Community Colleges (Klamath Community College; Southwestern Oregon Community College; Interim work at Columbia Gorge Community College)

Active in Hood River as owner of Remedy Cafe'. Contributor to Library funding campaign(s)

HOOD RIVER COUNTY LIBRARY DISTRICT ATTORNEY SERVICES CONTRACT RENEWAL

PARTIES:

Hood River County Library District 502 State Street Hood River, OR 97031 ("Client")

VanKoten & Cleaveland LLC 417 Sherman Ave., Ste. 7 Hood River, OR 97031 ("Contractor")

RECITALS

- A. Contractor was engaged to provide legal services to the District pursuant to an Attorney Services Contract, which expired on February 29, 2024;
- B. The Contract may be renewed by mutual consent of the Parties; and
- C. The Parties desire to renew the contract for an additional one year term.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

- 1. The renewal term of the Contract is for one (1) year. Unless this Contract is terminated in accordance with its terms or extended, this contract ends on February 28, 2025.
- 2. All other terms and conditions of the Contract remain in full force and effect.

IT IS SO AGREED by the Parties hereto as indicated by the signatures of their authorized representatives:

date

CONTRACTOR

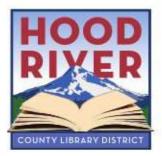
CLIENT:

Ruben Cleaveland VanKoten & Cleaveland LLC

Brian Hackett, President

date

Library Director Evaluation Timeline



2023-24

Library Staff and Community Member Surveys

- Friday, April 19, 2024 Library Director
 - Email Library Staff Upcoming Library Director evaluation
- Monday, April 22, 2024 Library District Board President
 Email survey monkey link and explanation to library staff and community members
- Monday, May 6, 2024
 - Evaluation due
 - Library Staff
 - Friends and Foundation presidents

Library District Board Survey

- Wednesday, May 8, 2024
 - Email board survey monkey form and compilation of survey from staff and Friends and Foundation presidents and Library Director self evaluation
- Wednesday, May 15, 2024
 - Evaluation due from Library District Board

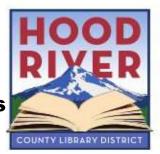
Library Director reviews compilation

- Thursday, May 16 Friday, May 17, 2024
 - Library Director reviews compilation of staff, community and District board surveys
- Tuesday, May 21, 2024
 - Library District Board conducts Library Director evaluation in Executive session at the regular monthly board meeting

502 State Street Hood River + OR 97031

541 386 2535

Informal Bid Grounds Maintenance for Georgiana Smith Memorial Gardens



Hood River County Library District seeks informal bids to perform regular maintenance on the Georgiana Smith Memorial Gardens from March 18, 2024 through February 28, 2025. The expected level of maintenance is high to continue the quality of these grounds.

Maintenance duties shall include the following:

- Weekly (or as-needed) grounds maintenance of turf and non-turf areas of the Hood River Library and Georgiana Smith Memorial Gardens from January through December. This includes all beds (except the two south beds maintained by the Master Gardeners), grassy areas, borders in the garden areas, trees, Oak, State, and Sixth Street sidewalks, library pathways, and utility driveway and parking spaces.
- Weeding of all planting areas (except the two south beds maintained by the Master Gardeners), dead-heading of roses and perennials, pruning and trimming of shrubs and trees shorter than 15', raking of beds, placement of garbage in proper receptacles, and sweeping of patios, paths, sidewalks, and steps.
- Mowing of turf areas, removing leaves and other debris, edging near pathways, and general maintenance of the turf areas' appearance.
- Dumping of plant debris, with fees included as part of the contract cost.
- Preparing of plantings for the winter including pruning, dead-heading, and covering.
- Not included are maintenance of the two south beds noted above, outdoor furniture maintenance, garbage removal, or pruning of trees over 15'.
- Other services desired that will be billed separately, not included as part of the contract bid:
- Installation of new plantings.
- Over-seeding of grassy areas.
- Irrigation system repair and maintenance.
- Rodent control.
- Removal of stumps and other large plants.
- Fine bark mulch 1 to 2 inches in depth to be applied with fertilizer incorporated into the planting areas in the spring.
- Pressure washing of pathways.
- Broadleaf weed control.

This bid covers only existing beds and borders. Any future beds or borders are not included in this agreement and would be billed separately.

Bidders need to provide proof of liability insurance. The bidder will need to sign a contract with one and two year renewal clause options.

Hood River + OR 97031

541 386 2535

Bids are due by Wednesday, March 13 by 12:00pm. 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: \$	
Bidder Name:	
Bidder Signature:	
Company Name:	
Date:	

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

ESTIMATE

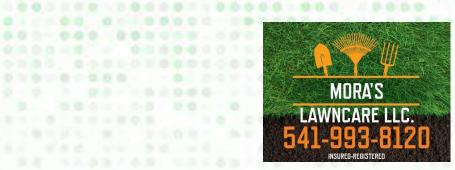
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Mora's Lawncare, LLC.

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PO. BOX 1931 The Dalles, OR 97058 (541) 993-8120



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To:	Estimate #	3073
Hood River County Library District (Rachael Fox)	Estimate Date	03/06/2024
502 State Street Hood River, OR 97031	Total Amount	\$1,450.00

360.00

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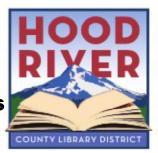
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Item	Quantity	Price	Line Total
Lawn Care and Maintenance	1.0	\$1,450.00 / Per Month	\$1,450.00
	Subtotal:	1.1	\$1,450.00
	Tax:		\$0.00
	Past Due Amount:		\$0.00
	Total Amount:		\$1,450.00

Notes

Informal Bid Grounds Maintenance for Georgiana Smith Memorial Gardens



Hood River County Library District seeks informal bids to perform regular maintenance on the Georgiana Smith Memorial Gardens from March 18, 2024 through February 28, 2025. The expected level of maintenance is high to continue the quality of these grounds.

Maintenance duties shall include the following:

- Weekly (or as-needed) grounds maintenance of turf and non-turf areas of the Hood River Library and Georgiana Smith Memorial Gardens from January through December. This includes all beds (except the two south beds maintained by the Master Gardeners), grassy areas, borders in the garden areas, trees, Oak, State, and Sixth Street sidewalks, library pathways, and utility driveway and parking spaces.
- Weeding of all planting areas (except the two south beds maintained by the Master Gardeners), dead-heading of roses and perennials, pruning and trimming of shrubs and trees shorter than 15', raking of beds, placement of garbage in proper receptacles, and sweeping of patios, paths, sidewalks, and steps.
- Mowing of turf areas, removing leaves and other debris, edging near pathways, and general maintenance of the turf areas' appearance.
- Dumping of plant debris, with fees included as part of the contract cost.
- Preparing of plantings for the winter including pruning, dead-heading, and covering.
- Not included are maintenance of the two south beds noted above, outdoor furniture maintenance, garbage removal, or pruning of trees over 15'.
- Other services desired that will be billed separately, not included as part of the contract bid:
- Installation of new plantings.
- Over-seeding of grassy areas.
- Irrigation system repair and maintenance.
- Rodent control.
- Removal of stumps and other large plants.
- Fine bark mulch 1 to 2 inches in depth to be applied with fertilizer incorporated into the planting areas in the spring.
- Pressure washing of pathways.
- Broadleaf weed control.

This bid covers only existing beds and borders. Any future beds or borders are not included in this agreement and would be billed separately.

Bidders need to provide proof of liability insurance. The bidder will need to sign a contract with one and two year renewal clause options.

Hood River · OR 97031

541 386 2535

Bids are due by Wednesday, March 13 by 12:00pm. 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: \$ \$10,020 Monthly Fee: \$835

Bidder Name: David Rovianek

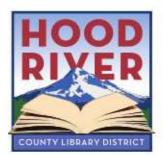
Bidder Signature: David Roviansk

Company Name: Crystal Greens Landscape

Date: 3/12/2024

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

Contract for Gardens Maintenance Services



This Contract is between Hood River County Library District, hereafter called "District" and Crystal Greens Landscape hereafter called "Contractor". District's supervising representative for this Contract is the Library Director or designee as noted in Paragraph 21, Notices. District and Contractor agree to the following:

Effective Date and Duration

This Contract shall become effective once it is approved by the District Board of Directors and has been signed by every party. The Contract period is **March 1, 2024 to February 28, 2025** unless it is extended or earlier terminated and District has accepted Contractor's completed performance. This Contract may be extended for up to two (2) additional one (1) year terms by mutual consent of the parties. Consent may be inferred by Client's continued request for services and Contractor's performance of such services. The Contract also may end earlier if weather precludes the needed services. However, expiration or termination shall not extinguish or prejudice District's right to enforce this Contract with respect to any breach of Contractor warranty or indemnity or any default or defect in Contractor performance that has not been cured.

1. Statement of Work

Contractor shall perform the work ("Work") as set forth in Exhibit A, Statement of Work, attached hereto and thereby incorporated herein by reference.

2. Consideration

- a. The Contractor's compensation under this Contract, which includes any allowable expenses, shall not exceed the amounts set forth in the bid document, attached as Exhibit D. The District will not pay Contractor any amount in excess of the stated compensation unless explicitly authorized by the Library Director or, if the cost exceeds the Library Director's authority, the District Board of Directors. The District will not pay for Work performed outside of the Contract period unless said work and a price for said work is mutually agreed upon. Work performed in partial months shall be pro-rated.
- b. To receive payment, Contractor shall submit monthly invoices to the District. All interim payments to Contractor shall be made only in accordance with the terms and conditions of this Contract, and according to the following schedule: Contractor will bill District by the 5th of each month, and District will pay that month's bill in thirty days. For example, June will be billed by July 5th, and will then be paid within thirty days of receipt.

502 State Street Hood River + OR 97031

541 386 2535

3. Travel and Related Expenses

The District shall not reimburse the Contractor for travel and related expenses.

4. Independent Contractor; Responsibility for Taxes and Withholding; Retirement System Status

- a. For this Contract, Contractor is considered an independent Contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the Work and (ii) evaluate the quality of the completed work, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. The Contractor represents and warrants that Contractor (i) is not an employee of Hood River County Library District, (ii) currently is not employed by the Federal Government, and (iii) meets the specific independent Contractor standards of ORS 670.600. Contractor is not an "officer," "employee" or "agent" of the District, as defined in ORS 30.265.
- c. Contractor shall indemnify and hold District harmless from payment of all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any FICA taxes, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual. Contractor has signed Exhibit C.

5. Subcontracts and Assignment; Successors in Interest

Contractor shall not enter into any subcontracts for any of the Work, or assign or transfer any of its interest in this Contract, without the prior written consent of District. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

6. No Third Party Beneficiaries

District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries.

7. Funds Available and Authorized

District has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the District's current annual budget. Contractor understands and agrees that District's payment of amounts under this Contract attributable to work performed is contingent on District budgetary limitations and other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract. District may terminate this Contract without penalty or liability to District, effective upon the delivery of written notice to Contractor, with no further liability if District determines that there are insufficient funds available to make payments under this Contract.

8. Representations and Warranties.

Contractor represents and warrants to District that

- a. Contractor has the power and authority to enter into and perform this Contract;
- b. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- c. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade, or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work professionally and according with standards prevalent in Contractor's industry, trade, or profession; and
- d. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

9. Default; Remedies; Termination

a. Default by Contractor

Contractor shall be in default under this Contract if:

- i. Contractor institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- ii. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract, and Contractor has not obtained such license or certificate within fourteen calendar days after District's notice or such longer period as District may specify in such notice; or
- iii. Contractor commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the Work under this Contract within the time specified or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract according to its terms, and such breach, default or failure is not cured within fourteen calendar days after District's notice, or such longer period as District may specify.
- b. District's Remedies for Contractor's Default

In the event Contractor is in default under Section 10a, District may pursue any or all remedies available to it under this Contract, at law or in equity, including, but not limited to:

- i. termination of this Contract under Section 10e(ii);
- ii. withholding all monies due for Work that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- iii. initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- iv. exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedies singly, collectively, successively, or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10a, Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10e(i).

c. Default by District

District shall be in default under this Contract if:

i. District fails to pay Contractor any amount pursuant to the Contract terms, and

District fails to cure such failure within thirty calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

- ii. District commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty calendar days after Contractor's notice or such longer period as Contractor may specify.
- d. Contractor's Remedies for District's Default

In the event District terminates the Contract under Section 10e(i), or in the event District is in default under Section 10c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10e(iii), Contractor's sole monetary remedy shall be with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, and authorized expenses incurred. In no event shall District be liable to Contractor for expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 10d, Contractor shall pay immediately any excess to District upon written demand.

- e. Termination
 - i. District's Right to Terminate at its Discretion.
 - At its sole discretion, District may terminate this Contract:
 - I. For its convenience upon thirty days' prior written notice to Contractor;
 - II. Immediately upon written notice if District fails to receive funding, limitations, allotments, or other expenditure authority sufficient to pay for the Work; or
 - III. Immediately upon written notice if federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Work under this Contract is prohibited or District is prohibited from paying for such Work from the planned funding source.
 - ii. District's Right to Terminate for Cause In addition to any other rights and remedies District may have under this Contract, District may terminate this Contract immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 10e(ii)(B) and 10e(ii)(C) below, upon the occurrence of any of the following events:
 - Contractor is in default under Section 10a(i) because Contractor institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - II. Contractor is in default under Section 10a(ii) because Contractor no longer holds a license or certificate required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen calendar days after District's notice or such longer period as District may specify; or
 - III. Contractor is in default under Section 10a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default, or failure is not cured within fourteen calendar days after District's notice, or such longer period as

District may specify in such notice.

iii. Contractor's Right to Terminate for Cause.

Contractor may terminate this Contract with such written notice to District as provided in Sections 10e(iii)(A) and 10e(iii)(B) below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

- District is in default under Section 10c(i) because District fails to pay Contractor any amount pursuant to the terms of this Contract, and District fails to cure such failure within thirty calendar days after Contractor's notice or such longer period as Contractor may specify; or
- II. District is in default under Section 10c(ii) because District commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and District fails to cure such failure within thirty calendar days after Contractor's notice or such longer period as Contractor may specify.

10. Records Maintenance; Access

Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and their duly authorized representative shall have access to such financial records and to all other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract for the purpose of performing examinations and audits, and making excerpts and transcripts. All such financial records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of six years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

11. Compliance with Applicable Law

The Contractor shall comply with all Federal, State, and local laws, rules, regulations, ordinances, directives, and orders applicable to this Contract, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. The District's obligations and requirements under this Contract are conditioned on the Contractor's compliance with these provisions, including without limitation, the requirements of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are specifically incorporated herein by reference.

12. Governing Law; Jurisdiction; Venue

This Contract shall be governed and construed according to the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, suit, or proceeding (collectively, "claim") between the District and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. Contractor by the signature below of its authorized representative, hereby consents to the in personam jurisdiction of said courts.

13. Indemnity

Contractor shall defend (with legal counsel of District's choice), save, hold harmless, and indemnify the District its officers, employees, agents, and members, from all claims, suits, losses, damages, liabilities, costs, expenses, or actions, of any nature whatsoever, relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

14. Insurance

Contractor shall provide as indicated on Exhibit C, attached hereto and thereby incorporated herein by reference.

15. Severability

If any term or provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

16. Waiver

Failure of the District to enforce any provision of this Contract shall not constitute a waiver by the District of that or any other provision.

17. Amendments

District may amend this Contract to the extent permitted by applicable statutes and administrative rule. The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by the parties.

18. Notices

All notices to the respective parties shall either be personally delivered, emailed, or sent certified mail to the following addresses:

Hood River County Library District Rachael Fox 502 State St Hood River, OR 97031 rachael@hoodriverlibrary.org Crystal Greens Landscape 15815 SE 135th Ave Clackamas, OR 97015

19. Survival

All rights and obligations shall cease upon termination or expiration of this Contract, except those rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 14, 15, 16, 17, 19 and 22.

20. Time is of the Essence

Contractor agrees that time is of the essence under this Contract.

21. Contractor Certification

Contractor, by execution of this Contract, acknowledges that s/he has read this Contract, understands it, and agrees to be bound by its terms and conditions.

IT IS SO AGREED:

By_____ Brian Hackett, Library Board President

Date: _____

By_____ Crystal Greens Landscape

Date: _____

Exhibit A Statement of Work

The Work shall include maintenance of all garden areas of the library facility at 502 State St, Hood River, OR 97031. The expected level of maintenance is high to continue the quality of these grounds.

- Weekly (or as-needed) grounds maintenance of turf and non-turf areas of the Hood River Library and Georgiana Smith Memorial Gardens from March 2024 through February 2025. This includes all beds (except the two south beds maintained by the Master Gardeners), grassy areas, borders in the garden areas, trees, Oak, State, and Sixth Street sidewalks, library pathways, and utility driveway and parking spaces.
- Weeding of all planting areas (except the two south beds maintained by the Master Gardeners), dead-heading of roses and perennials, pruning and trimming of shrubs and trees shorter than 15', raking of beds, placement of garbage in proper receptacles, and sweeping of patios, paths, sidewalks, and steps.
- Mowing of turf areas, removing leaves and other debris, edging near pathways, and general maintenance of the turf areas' appearance.
- Dumping of plant debris, with fees included as part of the contract cost.
- Preparing of plantings for the winter including pruning, dead-heading, and covering.
- Not included are maintenance of the two south beds noted above, outdoor furniture maintenance, garbage removal, or pruning of trees over 15'.
- Other services desired that will be billed separately, not included as part of the contract bid:
- Installation of new plantings.
- Over-seeding of grassy areas.
- Irrigation system repair and maintenance.
- Rodent control.
- Removal of stumps and other large plants.
- Fine bark mulch 1 to 2 inches in depth to be applied with fertilizer incorporated into the planting areas in the spring.
- Pressure washing of pathways.
- Broadleaf weed control.

Exhibit B Contractor Data and Certification

Name (tax filing):				
Address:				
Citizenship, if applicable: Non-resident alien	Yes	No		
Business Designation (circle one):				
Corporation	Partnership		Federal Tax ID#:	
Sole Proprietorship	Governmental/Non-Profit		Federal Tax ID# or SSN#:	- <u></u>

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers). Information not matching IRS records could subject Contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah District Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Contractor is an independent Contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Crystal Greens Landscape

Date

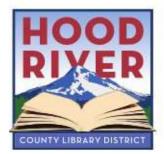
Exhibit C Insurance

During the term of this Contract, Contractor shall maintain in force at Contractor's own expense, each insurance noted below:

- 1. Workers Compensation Insurance for Contractors with one or more workers, as defined by ORS 656.027. Maintaining this insurance is in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- 2. Professional Liability Insurance: **is not required.**
- General Liability Insurance: is required with a combined single limit or the equivalent, of not less than: \$2,000,000 for each claim, incident, or occurrence and \$2,000,000 per aggregate. The District shall also be named as an additional insured on this policy.
- 4. Automobile Liability Insurance: is required with a combined single limit or the equivalent, of not less than Oregon minimums for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- 5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to District;
- 6. Certificates of insurance. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to District within 30 days of signing this Contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Library Card Policy

Hood River County Library District cards allow their holders to borrow a wide variety of free information and entertainment materials. They also provide access to the District's licensed electronic resources remotely.



Any resident of Hood River County, resident of a Metropolitan Interlibrary Exchange (MIX) library, or cardholder at an Oregon Library Passport Program (OLPP) library is eligible to receive a free library card from the District. The District also honors current valid library cards from any other library in the Sage Library System. Materials may be checked out from and returned to any Sage library.

Regular Library Cards

- Patrons 18 and older may receive a regular library card by going to any District library and providing name, mailing address, street address, contact information, and date of birth.
- Patrons who are 16 or 17 can receive cards by providing the same information listed above as well as the name of their parent/guardian.
- Patrons 15 or younger must have approval of a parent/guardian accepting responsibility.

The person accepting responsibility for use of the library card (the adult or teen patron or parent/guardian) must provide proof of identification and current residence and mailing address. Acceptable proof of identification and residency include but are not limited to the following:

- Valid government-issued photo ID or voter's registration card
- Valid student photo identification
- Utility bill
- Hood River County Community ID
- Rent receipt signed by a landlord
- Lease or mortgage agreement
- Imprinted check
- Postmarked piece of mail delivered to the mailing address

For patrons 17 and under, a parent/guardian's card in good standing may be used as proof of residence and mailing address.

Staff members are encouraged to use sound but flexible judgment in accepting applications and proof of address, remembering that the District's major aims are to verify that the applicant lives in an area eligible for a free card and have enough information to contact the patron regarding hold pickup, billing, and other notices.

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Patrons who come to a library without sufficient identification to get a library card are welcome to use the library facilities, including any materials and equipment, and take any free items on offer.

Privileges and Restrictions

- Library cards are not transferable.
- Each adult patron must have his/her own card to check out materials. Parents and/or Guardians may authorize their children 17 years of age and younger to use their library card.
- To check out, patrons must show the card in person, show it digitally, provide valid photo ID, or verify information on the account.
- Family members living in the same household may pick up each other's holds. A patron also may allow another individual to pick up his/her holds by giving that individual the card to present at the library.
- If doing business remotely, the patron must verify information on the account.

To help optimize availability of the collection to the public, the District limits the total number of items that can be checked out at the same time on a regular card to 50. Because holds and interlibrary loan requests are labor-intensive services, patrons also are limited to <u>fifteen nine</u> outstanding holds within the Sage Library System and six outstanding out-of-Sage interlibrary loan requests.

Other card types

Library staff, at the discretion of the Library Director, are authorized to issue specialized types of library cards with different privileges and restrictions from regular cards.

- **Institutional cards:** Institutional cards are issued to organizations or businesses serving Hood River County that wish to use library services for business purposes. Institutional cards may have higher item limits or loan periods. To create an institutional card, a staff member of that organization must provide a valid photo ID as well as a business card in their name showing their association with the organization as well as the organization's contact information. Cards are issued at the discretion of the Library Director or Assistant Director.
- Metropolitan Interlibrary eXchange (MIX): MIX cards are issued to patrons
 residing within the service area of a participating MIX library. Cards have the same
 privileges, restrictions, and ID/address requirements as regular cards but can be used
 in-person only at HRCLD locations. MIX patrons must reside in the Oregon counties of
 Clackamas, Multnomah and Washington Counties in Oregon,; Washington Statecounties of Clark, Skamania, Klickitat counties in Washington; City of Woodland,
 Washington-and Yale Valley in Cowlitz County, Washington.
- **Non-resident cards:** Non-resident cards are issued to individuals who are temporary residents, do not reside within Hood River County, or don't qualify for MIX, OLPP, and other Sage library cards. Cards have the same privileges, restrictions, and ID/address requirements as regular cards but expire at the time the individual expects to leave the area or in one year, whichever comes first. There is a non-refundable fee of \$20 for three months or \$80 per year. That fee is waived for area camp hosts.

- Oregon Library Passport Program (OLPP) cards: OLPP cards are issued to patrons who have a valid library card from a participating OLPP library. OLPP cards have the same privileges, restrictions, and ID/address requirements as regular cards but do not have remote access to the District's licensed electronic resources and expire one year from the issue date.
- **Provisional cards:** Provisional cards are issued to individuals with unstable living situations, such as those experiencing homelessness or those living in domestic violence shelters. To receive a Provisional card, individuals must present a government-issued photo ID (it does not have to be valid) and give a contact phone number. Cards are limited to two items checked out at once, one hold on HRCLD items only, are good only at HRCLD locations, and expire in three months but may be renewed.

Loan Periods

All circulating materials, except movies <u>and Library of Things</u>, check out for three weeks. Movies <u>and Library of Things</u> check out for one week. Patrons may renew materials by contacting any District or Sage library. An item may not be renewed if another person is waiting for it, it has already been renewed twice, or the patron has been billed for the item.

Fees

Late fines are not charged for Adult, Children's or Young Adult materials.

The District collects fees for the following:

- Lost or irreparably damaged items: Retail cost of item + \$5 processing fee. Patrons
 may bring in a good identical copy of an item to have the retail cost <u>and processing fee</u>
 waived. They will still be charged the processing fee.
- Damaged items, if repairable: \$10 or the cost of the repair, whichever is higher.
- Destroyed media case: Audiobooks, \$10; everything else, \$5
- Lost media piece (e.g. disc from an audiobook or DVD series), if individually replaceable: \$10 or the replacement cost, whichever is higher.
- Lost Library of Things storage bag: \$10.00.
- Damaged media cover art: \$5 or the replacement cost, whichever is higher.
- Out-of-Sage interlibrary loans: \$3 plus any fees charged by lending libraryBorrowing two items at a time is free, and each additional items borrowed simultaneously incurs a charge of \$3.00 each.
- Non-resident cards: \$20 for 3 months or \$80/year

Fees paid for lost materials may be refunded, less the processing fee, if they are returned in good condition within six months of having paid the fee.

Overdues and Billing

Patrons will be notified about overdue materials by email only. Otherwise, it is the patron's responsibility to monitor their record for overdue items. If a patron fails to return overdue materials within four weeks of the due date, the material will be considered lost and the patron

will be billed for the item.

The District will not check out materials to any patron with outstanding fees exceeding \$15 at any library or combination of libraries in the Sage Library System. Borrowing privileges will be restored when outstanding fees are brought under \$15.

Exceptions to any provisions of this policy are at the discretion of the Library Director or designee.

Adopted by the Board of Directors, July 12, 2011 <u>Revised Last revised, 3/18/24, 12/15/20</u> December 15, 2020 Last reviewed, December 15, 2020