Board of Directors

Regular Meeting Agenda, supplemental info
Tuesday, February 26, 2019, 7:00pm
Columbia Room
502 State St, Hood River
Jean Sheppard, President
Notes prepared by Library Director Rachael Fox

I. Additions/deletions from the agenda (ACTION) Sheppard

II. Conflicts or potential conflicts of interest Sheppard

III. Consent Agenda (ACTION) Sheppard
   i. Minutes from January 15, 2018 meeting
      Attachments: III.i Minutes from January 15 2018 meeting

IV. Open forum for the general public Sheppard

V. Staff member presentation – Anna Lim, Cataloging Specialist Lim
   Anna Lim will discuss her job duties and the role of the Cataloging Specialist at the library.

VI. Reports
   i. Friends update Fox
      • The Friends of the Library canceled their February meeting due to inclement weather.
      • Hood River Reads
        ○ I will distribute the Hood River County Reads selection, Temperance Creek by Pamela Royes, to library board members at the board meeting. The publisher describes Temperance Creek as a journey: Royes leads readers from overlook to water crossing, down trails two thousand years old, and gets the reader to feel her love for her man and the price extracted for that love. Written with deep lyricism, Temperance Creek is a work of haunting beauty, fresh and irreverent and rooted in grit and the pleasure of daily life.
        ○ Hood River Reads Programs and events
          • Saturday, March 2, 2:00pm - Kick-off at the Hood River Library. Book distribution, art, Phoenix Theater, and refreshments.
          • Tuesday, March 5, 5-7pm – Kick-off at the Parkdale and Cascade Locks Libraries. Book distribution.
          • Thursday, April 4, 6:30-8:00pm - Hood River Library Book Club discussion of Temperance Creek.
          • Saturday, March 16, 2pm – Presentation: Heaven on Earth: Hells canyon history by Bill Weiler and Lynda Dallman.
          • Saturday, March 30, 10:30am-12:00pm - For Youth: Fun with Wool Animals. Drop in at the Hood River Library Makerspace.
          • Saturday, April 6, 9:30am-12:00pm - Sheep and Sheepdog Demonstration and Wool Activities with Dr. Cynthia Mills and Gorge Spinners and Weavers.
          • Saturday, April 13, 10:00am-12:30pm – Writing Workshop with author Pamela Royes. Reservations start Saturday, March 2, at 2pm.
          • Sunday, April 14, 2:00pm – Public Presentation with author Pamela Royes.
ii. **Foundation update**

- The Library Foundation annual fundraiser Feast of Words will be held Saturday, March 9, 6pm. This year the fundraiser will focus on raising funds for library services in Odell. The funds will be used to fund pop-up library services and a feasibility and scoping exercise that will inform our next steps regarding a permanent presence in Odell.
- The Foundation have moved their meeting time to 5:00pm on the first Wednesday of the month. They will evaluate in June if the new times still works for the group.
- The Foundation is moving forward with a donor recognition board. They are envisioning an electronic board, which will hang near the Parker room, across from the main circulation area.
- The Foundation is also working on a planned giving campaign.

iii. **January 2019 financial statements**

Attachment:
- VI.iii. January 2019 financial statements

We are tracking well and have paid for the majority of our large annual invoices for this fiscal year.

iv. **Director’s report**

*Administration*

- Two board member positions will end on June 30, 2019. These positions are currently occupied by Jean Sheppard and Brian Hackett. Persons wanting to file for candidacy for board positions may began filing February 9 and the last day to file for candidacy is March 21, 2019, 5pm.
- Over the next few years, I suggest we continue to focus on library services in Odell. We have entered into Phase I which has three goals: 1) raise awareness in the community of the Library District's desire to improve library services in Odell; 2) raise funds to immediately support "pop-up" library services in Odell; and 3) raise funds to ensure timely completion of a feasibility and scoping exercise that will inform our next steps regarding a permanent presence in Odell.
- At the end of January, I met with Police Chief Neal Holste to discuss our recent rise in incidents and the possibility of the police department supporting the library. Holste said he can look into having their Community Service Officer Marty Morgan do occasional walk through of our facility. It would most likely not occur everyday. The need for support at the library is most needed during the fall/winter months. I will explore this option for the next fall/winter season.

*Facilities*

- Brown Roofing will do a complete inspection of the roof and provide an estimate for replacement when we move into warmer weather. We will use this information to prepare for replacing the roof in the future.
- Special Districts Insurance Services (SDIS) visited all three of our library branches in January to perform an ergonomic assessment and safety inspection. They made several recommendations that will be beneficial to staff.
  - Ergonomic suggestions:
    - Arms for monitors at the public services desk, so they can be adjusted easily.
    - Raise height of book crates at the Cascade Locks and Parkdale branches and place book crates in Hood River on dollies.
    - Train staff on proper movement when working.
I will purchase the items and make the change they recommended. In addition, Arwen and I will conduct a training for staff at our April staff meeting. We will ensure all new staff members receive the training.

Safety suggestions:
- Recaulk the windows and repair the stone masonry. This is part of a larger project which we will need to save money over a period of time to complete.
- Add emergency lightening in the Cascade Locks Library. I will work with the School District to address this need.
- Safety exit is not up to code in Parkdale. I'll work with SDIS to ensure we can get it up to code.
- District maintenance person Michael Peterson-Love will fix the following issues:
  - Raise bricks in the Gardens which were not fixed during the volunteer project.
  - Repair holes in the boiler room to minimize rapid spread and extent of damage in the event of fire. The holes have been present since the library remodel.
  - Remove moss build up outside the emergency exit in Parkdale.

Personnel
- We have hired a new Public Service Clerk Substitute named Amanda Goeke. We are excited to have her back on the team! Amanda previously worked at the Hood River Library from 2008 to 2013, and also has an MLIS from Florida State University.

Programs
- We are celebrating Black History Month. We had a kick-off event where patrons celebrated our country’s African American heritage by making a colorful, eye-catching craft. There was a family movie night the first three Fridays in February to celebrate Black History Month.
- Cascade Locks Library now has a weekly story time on Wednesdays at 10:30am.
- Our weekly Makerspace programming has programs for all ages including Robot Coding, LEGO Club and Teen Crafting.
- The Hood River Library is hosting a series of Maker Clubs after school on Thursdays at 3p.m. in February designed to help students learn to create, design and collaborate. Programs include toy making, engineering and learning about the design process among other things. This program is best for children in 4th grade and above.
- The Girls Engineering program was held at the Hood River Library on Wednesday, February 20. Female engineers will share about their careers and then lead groups of students through an escape room engineering challenge. Students of all gender identities in grades 5-8 were encouraged to attend.
- Teens enjoyed a program to debate what is the best breakfast cereal and a teen movie night.

Statistics
Attachment:

Moving forward, I will include a comprehensive list of statistics in each board packet. To get up to speed, you will find the statistics for this fiscal year July 2018 to January 2019. I made a comparison to this same time period last year and found the following:
- Program attendance has increased 6%.
- We have registered 35% more patrons for library cards
We have a 36% decrease in computer sessions on our public computers.

In the past seven months, we’ve had 17,045 users visit our website, 10,888 were return visitors and average 19,722 sessions were logged.

This fiscal year we’ve highly utilized our social media pages:

- Instagram: 76 posts and 1,115 engagements
- Facebook: 212 posts and 5,693 engagements
- Twitter: 24 tweets, 5,583 impressions

Next month, I’ll provide an analysis of circulations statistics for all three branches and people counter statistics for the Cascade Locks and Parkdale branches.

**VII. Previous business**

i. **Lease Wy’east Community Church (ACTION)**

**Attachment:**

- VII.i. Lease Wy’east Community Church

The Wy’east Community Church board met and decided to charge $100 per month rent. The contract can be renewed each year. We also have an early termination clause, which allows either party to end the contract with a 30 day written notice. Our lawyer Ruben Cleaveland has reviewed the contract.

The church will provide the meeting room space, wi-fi access and storage for a mobile locking unit which will hold books and our electronic equipment.

The Pop-Up Library will be held every Saturday from 10am-2pm, starting March 2. We will have four laptops for the public to access the Internet. There will be crafts, library card registration, hold pickups, and check-in and check out of library materials.

I’m asking the board to approve the contract.

ii. **Memorandum of Understanding Gorge Grown Market Ambassador (ACTION)**

**Attachment:**

- VII.ii.a. Memorandum of Understanding Gorge Grown, Mercado del Valle Ambassador Position
- VII.ii.b. Memorandum of Understanding Gorge Grown, Exhibit A

As discussed at the December Library District Board meeting, Gorge Grown has approached the District about employing Bilingual Outreach Specialist Yeli Boots as the Mercado del Valle Ambassador for the Odell Farmer’s market. Boots hosted a Pop-Up library at the Mercado June through October 2018. The vision of Boots and Gorge Grown Director Sarah Sullivan is to create a successful community event to bring together the residents of Odell and surrounding communities around live music, produce from local farmers, and community sponsored activities.

This position has overlap since Boots would be at the market hosting a table for the library and will do marketing simultaneously for the library and Gorge Grown. Boots assisted with the market during the 2018 season.

Our lawyer Ruben Cleaveland recommended Gorge Grown pay the District and the District pay Yeli Boots her regular wage. Then Boots would still be covered under our insurance. Cleaveland created a
Memorandum of Understanding. The attorney for Gorge Grown has reviewed and approved the contract.

Gorge Grown will pay the District $4,600 to cover Boots salary, benefits, and mileage. This will equal 200 hours over a six month period. Boots currently works 32 hours per week. She will work 8 hours per week fulfilling Gorge Grown duties during the six month period.

The District will ensure Boots fulfills the job duties outlined in the job description. The District will fund a performer at the market 2 times per month for a total of $2,450. The District already planned to spend money on summer performers in Odell.

We feel this a good fit with a common goal to create a community gathering place. Boots has already developed relationships with many of the organizations and community members she will contact to be involved in the market. It would help bring more patrons to the market for library services.

I am asking the board to approve the contract.

VIII. New Business

i. Approval Bid and Contract for Gardens Maintenance Services (ACTION)

Sheppard

Attachments:
- VIII.i.a. Informal Bid Request Grounds Maintenance for Georgiana Smith Memorial Gardens
- VIII.i.b. Informal Bid Request – Mora’s Lawn Maintenance
- VIII.i.c. Contract Grounds Maintenance for Georgiana Smith Memorial Gardens

Walker’s Landscape and Maintenance has been taking care of our grounds since 2015. Wade Walker submitted a letter of resignation at the end of January, stating they would not be renewing the contract due to personal reasons. Since the contract is more than 10K and less than 150K (per the Oregon Attorney General’s model contracting rules, which the District adopted), I sought out informal bids. I contacted the following firms:

- FLI Landscaping
- Garden Gates Landscaping & Design
- Torres Lawn Services
- Walker’s Landscape and Maintenance
- Mora’s Lawn Maintenance

Mora’s Lawn Maintenance is the only firm that submitted a quote. I met with the owner Everardo Antunez Mora and we walked the grounds together. I was impressed with Mora’s demeanor and spoke to Wade Walker and he was impressed with Mora’s detail in the work he has seen him do. Walker has referred jobs to Mora.

Last year, the District paid Walker’s $13,860. Mora bid $1,100 per month for $13,200 per year.

It is good practice to go through the bidding process every three to five years. I recommend we sign a one year contract with Mora’s Lawn Maintenance with an option to renew. The contract has been reviewed by our lawyer Ruben Cleaveland. The contract will be for services from March 1, 2019 to February 29, 2020.

ii. District lawyer Ruben Cleaveland (ACTION)

Sheppard
Cleaveland and one of his current partners is leaving their firm to establish a new firm together. Cleaveland’s letter to the District board provides a complete explanation.

We can stay with Annala and Carey or move to the new firm VanKoten and Cleaveland. My recommendation is to move to the new firm and continue our relationship with Cleaveland. Cleaveland and I have worked well together for the past few years. He has been helpful and met all the needs of the District and he understands Special Districts. I consider him a knowledgeable and trustworthy lawyer.

iii. Budget committee and calendar approval (ACTION)
Sheppard

Budget committee members are appointed to 3-year terms. Jen Bayer’s term ended in 2018 and she would like to renew for another 3-year term. Currently, our Budget Committee is Jen Bayer (assuming the Board reappoints her), Monica Zorza Hocket, Lani Roberts, Erick VonLubken, and Amber Bello. I have received confirmation from all of the other members that they'll continue and four of the five can attend the meetings as scheduled in the budget calendar. I’m asking the board approve Jen Bayer to another 3 year term, the budget calendar and appoint the Budget Officer, which typically is the Library Director.

iv. Use Restriction Policy (ACTION)
Sheppard

The Library Use Restrictions Policy spells outs when and how a patron's use of the library might be restricted based on his/her behavior. This was written as a separate policy rather than integrated into several policies to provide a single place for such information. It has been sent to District counsel Ruben Cleaveland for review. Cleaveland made a few changes.

- Added that the safety of other patrons is a consideration in the imposition of sanctions
- Changed the “Recording” section to indicate that we will make a record of the sanction, not necessarily pull out a tape recorder or video camera. In Oregon, we cannot record people without their knowledge.

Adoption of this policy requires passage of Resolution 2018-19.04, which is attached.

v. Approval of recurring payments for 2017-18 (ACTION)
Sheppard

Attachment: VIII.v. Resolution 2018-19.05, approving recurring and online payments for 2018-19

Our auditors, Pauly Rogers & Co., recommend that the Board annually authorize the specific list of vendors whom we pay online and/or automatically. This mainly includes utilities and regular contract payments. The attached resolution provides this authorization. We usually update this list in June each
year. Since we changed dental insurance carries, we needed to remove Guardian and add Lincoln Financial.

IX. **Agenda items for next meeting**

- Review Library Director evaluation questions
- Timeline for Library Director Evaluation
- Technology Use Policy review
- Social Media Policy review
- Janitorial contract renewal
- Staff presentation

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 Agenda, supplemental info
Tuesday, February 26, 2019, 7:00pm
Columbia Room
502 State St, Hood River
Jean Sheppard, President
Notes prepared by Library Director Rachael Fox

I. Additions/deletions from the agenda (ACTION) Sheppard
II. Conflicts or potential conflicts of interest Sheppard
III. Consent Agenda (ACTION) Sheppard
   i. Minutes from January 15, 2018 meeting
IV. Open forum for the general public Sheppard
V. Staff member presentation – Anna Lim, Cataloging Specialist Lim
VI. Reports
   i. Friends update Fox
   ii. Foundation update Fox
   iii. January 2019 financial statements Fox
   iv. Director’s report Fox
VII. Previous business
   i. Lease Wy'east Community Church (ACTION) Sheppard
   ii. Memorandum of Understanding Gorge Grown Market Ambassador
       (ACTION) Sheppard
VIII. New Business
   i. Approval Bid and Contract for Gardens Maintenance Services (ACTION) Sheppard
   ii. District lawyer Ruben Cleaveland (ACTION) Sheppard
   iii. Budget committee and calendar approval (ACTION) Sheppard
   iv. Use Restriction Policy (ACTION) Sheppard
   v. Approval of recurring payments for 2017-18 (ACTION) Sheppard
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X. Adjournment Sheppard

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Board of Directors  
Regular Meeting Minutes  
Tuesday, January 15, 2019, 7:00pm  
Jeanne Marie Gaulke Community Meeting Room  
502 State St, Hood River  
Jean Sheppard, President

I. Additions/deletions from the agenda (ACTION)  
President Jean Sheppard called the meeting to order at 7:02pm. The December Financial statements were added to the agenda and distributed to the board. Bureker moved to approve the agenda as amended. Hackett seconded. The motion passed unanimously.

II. Conflicts or potential conflicts of interest  
Fox stated a relative sits on the Wy'East Community Church Board.

III. Consent Agenda (ACTION)  
i. Minutes from December 18, 2018 meeting  
ii. 2019 Property and Liability insurance invoice  
Bureker moved to approve the consent agenda. Marsden seconded. The motion passed unanimously.

IV. Open forum for the general public  
Library Foundation President Jen Bayer was present. Bayer stated she would address the board during the Foundation update during the Director’s report.

V. Audit presentation  
Tara Kamp from our auditing firm Pauly, Rogers, and Co. attended the meeting by phone. Kamp stated the District Board should have received a Letter to the Governing Board and the audit report which includes financial statements. Kamp gave the District a clean opinion with no reservations and there were no separate management issues. Kamp stated overall it was very good. She reported no difficulties in performing the audit.

Kamp noted an exception on page 26. The Materials and Services fund was over spent by $3,900 in the Capital Equipment Reserve Fund. Sheppard asked what happened. Fox stated, she did not allocate any funds to be spent for Materials and Services in the Capital Fund. Fox stated it was a mistake and the expense should have been allocated to Capital Outlay. This would have brought the total expenditures for Capital Outlay to $32,097. The Budget Committee approved $60,000 in expenditures for Capital Outlay.

Sheppard stated overall it was a great report with revenue being higher than expenditures.

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

ii. Foundation update  
Bayer reported to the board regarding her outreach efforts in the community of Odell. She has been
working to obtain sponsors for their annual Feast of Words fundraiser. Bayer expressed the funds raised at the fundraiser would benefit library services in Odell like the pop-up library and fund a scoping and feasibility exercise to look at a permanent location in the community. Fox agreed this would involve hiring a consultant and putting together a committee to determine the needs of the community and to explore possible partnerships.

- Janik stated she would be unable to continue as liaison due to the time change of the Foundation meetings from 5:30pm to 5:00pm. Hackett stated he could be the liaison.

**iii. December 2018 financial statements**

Fox stated the District was tracking well for this time of year.

**iv. Director's report**

Fox stated staff were continuing to experience incidents at the library. The board brainstormed about possible solutions for monitoring the space to enforce the Code of Conduct and having other organizations in the community help by offering day shelter services. It was suggested perhaps the Parking Enforcement Officer could do sweeps of the library during the day to have a presence. Another solution was to have other options of day shelters in the community such as a church which offers activities.

**VII. Previous business**

i. Special Districts Association Oregon annual conference discussion

Sheppard

Bureker stated she might be able to attend and would notify Fox by January 25 if she could attend.

**VIII. New Business**

i. Odell pop up library location discussion

Fox

The District Board discussed offering a donation for using the space at Wy'East Community Church. Sheppard stated Fox should ask Ruben Cleaveland if the church can accept a donation. Fox stated the church would offer a space for a locked cabinet for books and electronic items. Hackett suggested researching the cost of square footage for rental space in Odell. Fox stated she would do the research.

ii. Rivistas Subscription Services (ACTION)

Sheppard

Marsden moved to approve the quote for Rivistas Magazine Subscription service in the amount of $3,868.02. Bureker seconded. The motion carried unanimously.

iii. Library Director Evaluation Policy (ACTION)

Sheppard

Sheppard asked if Cleaveland had reviewed the policy. Fox stated she would have Cleaveland review some policies and would utilize legal council at Special Districts Association of Oregon (SDAO) for other policies. Fox stated this policy was reviewed by SDAO. Sheppard stated she would take over administering the Library Director Evaluation to Library staff. Bureker moved to approve the policy. Janik seconded. The motion carried unanimously.

iv. Special Districts Ethics training video

Sheppard

The District Board watched the Ethics training video.

**IX. Agenda items for next meeting**

**X. Adjournment**

Adjournment 8:40pm.
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
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# HOOD RIVER COUNTY
## LIBRARY DISTRICT

Compiled Financial Statements  
January 31, 2019

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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 January 31, 2019, 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 7, 2019

-1-
## Hood River County Library District
### Balance Sheet - Cash Basis
#### January 31, 2019

### ASSETS

<table>
<thead>
<tr>
<th>Current Assets:</th>
<th>General Fund</th>
<th>Grants Fund</th>
<th>Capital Reserve Fund</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Cash in bank - Columbia State Bank</td>
<td>$78,532</td>
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<td>$78,532</td>
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<tr>
<td>Cash with Hood River County</td>
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<td>$69,260</td>
<td>$75,047</td>
<td>1,066,064</td>
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<td>Petty cash</td>
<td>416</td>
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<td><strong>Total Current Assets</strong></td>
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<td><strong>69,260</strong></td>
<td><strong>75,047</strong></td>
<td><strong>1,145,012</strong></td>
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**TOTAL ASSETS**

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Grants Fund</th>
<th>Capital Reserve Fund</th>
<th>Total</th>
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<tr>
<td>$1,000,705</td>
<td>$69,260</td>
<td>$75,047</td>
<td>$1,145,012</td>
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### LIABILITIES & FUND BALANCES

<table>
<thead>
<tr>
<th>Liabilities</th>
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<tr>
<td>Current Liabilities</td>
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<td>Payroll liabilities</td>
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<tr>
<td><strong>Total Current Liabilities</strong></td>
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<td>Total Liabilities</td>
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<td>Fund Balances:</td>
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<td>Unassigned</td>
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<td><strong>TOTAL LIABILITIES &amp; FUND BALANCES</strong></td>
</tr>
</tbody>
</table>

See Independent Accountants'Compilation Report

-2-
**Hood River County Library**

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

*For the Seven Months Ended January 31, 2019*

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>General Fund</th>
<th>Grants Fund</th>
<th>Capital Equipment Reserve Fund</th>
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<td>Donations and grants</td>
<td>$0</td>
<td>$21,422</td>
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<td>$21,422</td>
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<td>Property tax revenues - current year</td>
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<td>833,723</td>
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<td>Property tax revenues - prior year</td>
<td>10,927</td>
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<td>10,927</td>
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<td>Finances and fees</td>
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<td>9,658</td>
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<tr>
<td>Intergovernmental revenue</td>
<td>0</td>
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<td>Interest revenue</td>
<td>9,368 $1,219</td>
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<td>10,525</td>
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<tr>
<td>Miscellaneous</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>886,550</td>
<td>21,422</td>
<td>1,219</td>
<td>889,191</td>
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<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Personal services:</td>
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<tr>
<td>Technical services</td>
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<tr>
<td>Elections expense</td>
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<td></td>
<td>0</td>
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<tr>
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<td>9,993</td>
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<tr>
<td>Legal services</td>
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<tr>
<td>Professional services</td>
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</tr>
<tr>
<td>Dues and subscriptions</td>
<td>2,398</td>
<td></td>
<td>2,398</td>
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<tr>
<td>Miscellaneous</td>
<td>603</td>
<td></td>
<td>603</td>
<td></td>
</tr>
<tr>
<td>Postage and freight</td>
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<tr>
<td>Printing</td>
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<td></td>
<td>366</td>
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<tr>
<td>Programs</td>
<td>7,249 $11,295</td>
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<td></td>
<td>18,544</td>
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<tr>
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<td>176</td>
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<td>Supplies - office</td>
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<td></td>
<td>8,430</td>
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<td>Travel</td>
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<tr>
<td>Training</td>
<td>505</td>
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<td>505</td>
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<tr>
<td>Board development</td>
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<tr>
<td>Parking reimbursement</td>
<td>0</td>
<td></td>
<td>0</td>
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</tr>
<tr>
<td>Electricity</td>
<td>10,773</td>
<td></td>
<td>10,773</td>
<td></td>
</tr>
<tr>
<td>Garbage</td>
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<td>856</td>
<td></td>
</tr>
<tr>
<td>Natural gas</td>
<td>1,733</td>
<td></td>
<td>1,733</td>
<td></td>
</tr>
<tr>
<td>Water &amp; sewer - building</td>
<td>2,814</td>
<td></td>
<td>2,814</td>
<td></td>
</tr>
<tr>
<td><strong>Total Materials and Services</strong></td>
<td>150,779</td>
<td>$42,777</td>
<td>0</td>
<td>233,556</td>
</tr>
</tbody>
</table>

| Capital outlay                     | 0            | 0           | 26,938                         | 26,938       |
| **Total Expenditures**             | 514,311      | 45,685      | 26,938                         | 586,934      |

| Revenues Over Expenditures         | 352,239      | (24,263)    | (25,719)                       | 302,257      |

<table>
<thead>
<tr>
<th>Other Financing Sources (Uses)</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating transfers in</td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources (Uses)</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| Revenues and Other Financing Sources (Uses) Over Expenditures | 352,239      | (24,263)    | (25,719)                       | 302,257      |

| Fund Balance - July 1, 2018        | 647,425      | 93,523      | 100,766                        | 841,714      |

| Fund Balance - January 31, 2019    | $999,664     | $69,260     | $75,047                        | $1,143,971   |

See Independent Accountants' Compilation Report
# HOOD RIVER COUNTY LIBRARY DISTRICT

## General Fund

### Statement of Revenues and Expenditures - Cash Basis

For the One Month and Seven Months Ended

January 31, 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>$5,047</td>
<td>$833,723</td>
<td>$876,286</td>
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<tr>
<td>Tax revenues - prior year</td>
<td>685</td>
<td>10,927</td>
<td>15,000</td>
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<tr>
<td>Fines and fees</td>
<td>1,510</td>
<td>9,858</td>
<td>13,500</td>
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<tr>
<td>Interest revenue</td>
<td>2,254</td>
<td>9,306</td>
<td>7,000</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>2,736</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>10,396</strong></td>
<td><strong>865,550</strong></td>
<td><strong>911,786</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Expenditures:</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>Personal services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wages and salaries:</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td>4,233</td>
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<tr>
<td>Library assistant II</td>
<td>6,896</td>
<td>50,382</td>
<td>86,051</td>
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<td>Librarian I</td>
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<tr>
<td>Librarian II</td>
<td>4,630</td>
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<th>Year to Date</th>
<th>Annual Budget</th>
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<tbody>
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<td>Bank charges</td>
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<tr>
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<tr>
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<td>15,000</td>
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<tr>
<td>HVAC</td>
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<td>15,000</td>
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<tr>
<td>Elevator</td>
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See Independent Accountants’ Compilation Report
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<th>Current Period Actual</th>
<th>Year to Date Actual</th>
<th>Annual Budget</th>
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<tr>
<td>Technical services</td>
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<td>4,000</td>
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<tr>
<td>Furniture and equipment</td>
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<td>4,000</td>
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<tr>
<td>Insurance</td>
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<td>12,000</td>
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<td>Professional services</td>
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<td>0</td>
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<tr>
<td>Dues and subscriptions</td>
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<td>4,000</td>
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<tr>
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<td>646</td>
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<tr>
<td>Training</td>
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<td>505</td>
<td>3,000</td>
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<tr>
<td>Board development</td>
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<td>1,500</td>
</tr>
<tr>
<td>Parking reimbursement</td>
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<td>0</td>
<td>1,000</td>
</tr>
<tr>
<td>Electricity</td>
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<tr>
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<tr>
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<td>913</td>
<td>1,733</td>
<td>10,000</td>
</tr>
<tr>
<td>Water &amp; sewer - building</td>
<td>(2,767)</td>
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<td>5,000</td>
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<td><strong>Total Materials and Services</strong></td>
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<td><strong>192,779</strong></td>
<td><strong>355,300</strong></td>
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<tr>
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<td>0</td>
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<tr>
<td>Contingency</td>
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<td><strong>514,311</strong></td>
<td><strong>1,070,448</strong></td>
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**Other Financing Sources (Uses)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Period Actual</th>
<th>Year to Date Actual</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating transfers In</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>0</td>
<td>0</td>
<td>(30,000)</td>
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<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>(30,000)</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Period Actual</th>
<th>Year to Date Actual</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in Fund Balance</td>
<td>($72,347)</td>
<td>$352,239</td>
<td>($188,662)</td>
</tr>
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</table>
HOOD RIVER COUNTY LIBRARY DISTRICT
Grants Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Seven Months Ended
January 31, 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>Budget</td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donations and grants</td>
<td>$1,125</td>
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<td>$225,000</td>
</tr>
<tr>
<td>Intergovernmental revenue</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>1,125</td>
<td>21,422</td>
<td>225,000</td>
</tr>
<tr>
<td>Expenditures:</td>
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</tr>
<tr>
<td>Personal services</td>
<td>123</td>
<td>2,908</td>
<td>7,500</td>
</tr>
<tr>
<td>Materials and services:</td>
<td>6,359</td>
<td>42,777</td>
<td>150,000</td>
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<tr>
<td>Capital outlay</td>
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<tr>
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<td>Change in Fund Balance</td>
<td>($5,357)</td>
<td>($24,263)</td>
<td>($45,000)</td>
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</table>

See Independent Accountants' Compilation Report

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Vi.iii. January 2019 financial statements
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, 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>
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<tr>
<td>Interest revenue</td>
<td>$172</td>
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<td>($25,719)</td>
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See Independent Accountants' Compilation Report

-7-
## HOOD RIVER COUNTY LIBRARY
### Schedule of Revenues, Expenditures, and Changes in Fund Balance - Cash Basis
### Grants Funds
For the Seven Months Ended January 31, 2019

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<tr>
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<th>Foundation Grants</th>
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<th>State Grants</th>
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<th>Makerspace Grant</th>
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### Expenditures:
- Personal services:
  - Wages and salaries: $290
  - Library clerk II: $728
  - Library assistant II: $16
- Employee benefits:
  - Retirement: $200
  - FICA: $116
  - Workers compensation: $3
  - Health insurance: $2
  - Unemployment insurance: $32

| Total Personal Services | $0 | $0 | $728 | $0 | $0 | $509 | $0 | $1,671 | $0 | $2,906 |

- Materials and services:
  - Building maintenance: $10,230
  - Collection development: $5,050
  - Technology: $3,999
  - Programs: $4,578

| Furniture and equipment | $0 | $0 | $319 | $0 | $0 | $418 | $0 | $319 | $0 | $319 |

| Total Materials and Services | $0 | $0 | $27,885 | $98 | $2,962 | $1,126 | $7,308 | $997 | $2,401 | $0 | $42,777 |

- Capital outlay:
  - $0
  - $0
  - $0

| Total Expenditures | $0 | $0 | $28,613 | $98 | $2,962 | $1,126 | $7,817 | $997 | $4,072 | $0 | $45,695 |

- Net Change in Fund Balance:
  - $0 | $0 | (28,113) | 602 | 38 | (1,126) | 4,433 | (997) | (4072) | $0 | (24,263) |

| Fund Balance - July 1, 2018 | $825 | $3,000 | $79,678 | (607) | $0 | $1,304 | $4,021 | $997 | $4,305 | $0 | $93,523 |

| Fund Balance - January 31, 2019 | $825 | $3,000 | $51,565 | (3) | $35 | $1,716 | $8,454 | $0 | $233 | $4,972 | $69,260 |

See Independent Accountants' Compilation Report
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VI.i.v.a. Statistics, July 2018-January 2019
### Interlibrary loans, 2018-19

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Computer use, 2018-19

We assume that some people do not sign up for their computers sessions. Here are the multipliers for each location:
HR adult: 1.4
HR kids: 3
CL and PK: 1.1

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# Program statistics, July 2018

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**Adult total** 59

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**Teen Total** 55

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**Kids Total** 2,131
## Program statistics, August 2018

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**Adult Book Club**
Casey Wykes
Design Your Own Tote
Meal prep
Unity Picnic
Senior Outreach (Checkouts 78 items)

**Literary Teen Council**
Sugar Rock Art
Guardians of the Galaxy Movie nights
T-Shirt Press
Unity Picnic teen volunteers
Lock-in

**The Noise Guy**
Preschool Story Time
Infant/Toddler Story Time
Parkdale Story Time
Actornoons
Wy'east Apartment Story Time
Library Express Bus

**The Zaniac**
Preschool Story Time

**Institutional Program**

**KIDS PROGRAMS**

**Library Express Bus**
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## Program statistics, September 2018

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**Adult total**: 281

### TEEN PROGRAMS

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**Kids Total** 1,587
# Program statistics, November 2018

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### Program statistics, January 2019

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</table>

**Kids Total** 829
LEASE

Date: Effective as of March 1, 2019

Wy’East Community Church, a religious non-profit corporation
P.O. Box 172
Odell, Oregon 97044

("Landlord")

And: Hood River County Library District
502 State St.
Hood River, Oregon 97031

("Tenant")

Landlord leases to Tenant the following described property (the "Premises") on the terms and conditions stated below:

Description

The basement of the church building, located at 3422 Odell Hwy.,
Odell, Oregon 97044

Section 1. OCCUPANCY

1.1 Original Term. The term of this lease shall commence on the first day of March, 2019, and continue through the 29th day of February, 2020.

1.2 Renewal Term. This Lease can be renewed by Tenant for successive one (1) year terms upon thirty (30) days prior written notice to Landlord prior to the commencement of such

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renewal term.

1.3 Early Termination. This lease can be terminated at any time by Lessor or Lessee on 30 days prior written notice.

1.3 Possession. Tenant's right to possession and obligations under the lease shall commence on the first day of the lease term.

Section 2. RENT

2.1 Basic Rent. Tenant shall pay to Landlord as rent the sum of $100.00 per month. Rent shall be payable on the first day of each month in advance at P.O. Box 172, Odell, Oregon 97044.

2.2 Security Deposit. To secure Tenant's compliance with all terms of this lease, Tenant has paid Landlord the sum of $100 as a deposit. The deposit shall be a debt from Landlord to Tenant, refundable within thirty (30) days following expiration of the lease term or other termination not caused by Tenant's default. Landlord shall have the right to offset against the deposit any sums owing from Tenant to Landlord and not paid when due, any damages caused by Tenant's default, the cost of curing any default by Tenant should Landlord elect to do so, and the cost of performing any repair or cleanup that is Tenant's responsibility under this lease.

2.3 Utilities. Landlord will pay all utilities, including WiFi.

2.4 Additional Rent. All insurance costs and other charges which Tenant is required to pay by this lease, and any other sum which Tenant is required to pay to Landlord or third parties shall be additional rent.

Section 3. USE OF THE PREMISES

3.1 Permitted Use. The Premises shall be used for library related purposes.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant Shall:

(a) Conform to all applicable laws and regulations of ruling public authorities affecting assemblies for worship and related activities.

(b) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(c) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

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Section 4. REPAIRS AND MAINTENANCE

4.1 Landlord's Obligations. The following shall be the responsibility of Landlord:

(a) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, and foundation.

(b) Repair of sidewalks, driveways, curbs and parking areas.

(c) Repair and maintenance of water, sewage, gas, and electrical.

(d) Repair of the heating and air conditioning system including regular professional maintenance.

4.3 Landlord's Interference With Tenant. Any repairs, replacements, alterations, or other work performed on or around the lease Premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant notice in writing of the repairs that are required.

Section 5. ALTERATIONS

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the leased Premises of any kind without first obtaining Landlord's written consent.

5.2 Ownership of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the parties specifically agree otherwise in writing.

Section 6. INSURANCE

6.1 Fire Insurance Required. Landlord shall keep the leased Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured
loss, neither party's insurance company shall have a subrogated claim against the other.

Section 7. LIABILITY AND INDEMNITY

7.1 Liens

(a) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased Premises, if such claims are incurred through actions of Tenant or with the express permission of Tenant. If Tenant fails to pay any such claims or to discharge any such lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of ten percent (10%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorneys fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

7.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the leased Premises. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties or by any condition of the Premises.

7.3 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: public liability and property damage insurance in a responsible company with limits of not less than $100,000 for injury to one person, $500,000 for injury to two or more persons in one occurrence, and $50,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased Premises, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 7.2, and shall protect Landlord and Tenant against claims of third persons. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 8. ASSIGNMENT AND SUBLEASE

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No part of the leased Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord.

Section 9. DEFAULT

The following shall be events of default:

9.1 Default in Rent. Failure of Tenant to pay any rent or other charge within ten (10) days after it is due.

9.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Section 10. REMEDIES ON DEFAULT

10.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. If the lease is not terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. If the lease is terminated, Tenant's liability to Landlord for damages shall survive such termination, and Landlord may reenter, take possession of the Premises, and remove an persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

Section 11. SURRENDER AT EXPIRATION

11.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the leased Premises in first-class condition and broom clean. Alterations constructed by Tenant shall be removed by Tenant and the premises restored to its previous condition, at Tenant's expense.

11.2 Fixtures

(a) All fixtures placed upon the leased Premises during the term of this lease, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all such fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

5 - LEASE
(b) Prior to expiration or termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

Section 12. MISCELLANEOUS

12.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

12.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

12.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or forty eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

12.4 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after thirty (30) days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 10% per annum for the date of expenditure by Landlord.

12.5 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

12.6 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

LANDLORD:

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Wy'East Community Church

By: ____________________________
    ____________________________, President

By: ____________________________
    ____________________________, Treasurer

TENANT:

Hood River County Library District

By: ____________________________
Memorandum of Understanding
(Mercado del Valle Ambassador)

Parties:  Hood River County Library District, an Oregon special district
          502 State Street
          Hood River, Oregon 97031

          Gorge Grown Food Network, an Oregon non-profit corporation
          203 2nd Street
          PO Box 752
          Hood River, Oregon 97031

Recitals

A. GGFN operates the Mercado del Valle (“Mercado”), a community event and marketplace in Odell, Oregon.

B. GGFN seeks a person to perform the functions of Market Ambassador, who shall be responsible for community outreach and engagement.

C. District has implemented a strategic goals policy, which aims to create a stable and permanent presence in Odell; perform outreach activities; increase library awareness throughout Hood River County; and provide an educational hub.

D. District recognizes that the Market Ambassador will further the District’s strategic goals.

Now, therefore, the parties agree as follows:

Understandings and Agreements

1. This Memorandum of Understanding (“Agreement”) shall be effective on the date both parties have signed this Agreement. This Agreement is non-transferable. This Agreement shall terminate on October 31, 2019. This Agreement may be renewed upon written agreement, signed by both parties.

2. District agrees to provide a Market Ambassador at the Mercado from approximately April 1, 2019, to October 31, 2019. The Market Ambassador shall perform 200 hours of work in accordance with the duties as described in Exhibit “A” attached hereto and
thereby incorporated herein in full. At times when the District considers it appropriate, District will provide a “pop up” library and performers up to two times per month at the Mercado.

3. GGFN shall provide District with payment of FOUR THOUSAND SIX HUNDRED DOLLARS ($4,600.00) as compensation for providing a Market Ambassador in accordance with the terms set forth in Exhibit “A”. Payment in full shall be received by District from GGFN no later than April 1, 2019.

4. Insurance:
   a. District shall maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This Agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
   b. GGFN shall maintain General Liability Insurance with a combined single limit, or the equivalent, of not less than $2,000,000 for each occurrence for Bodily Injury and Property Damage for the duration of this Agreement. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the District, its officers and its employees are Additional Insureds for purposes of this Agreement. All policies may be part of blanket coverage relating to activities of GGFN. GGFN will deliver to District certificates of such insurance coverage prior to, or concurrent with, any event which will involve Market Ambassador services; and thereafter, as to policy renewals, GGFN will deliver to District certificates of coverage (or other confirmation of arrangements for coverage) within 15 days prior to the expiration of the term of each such policy.

5. SUBJECT TO THE TORT LIMITATIONS AND PROVISIONS OF THE OREGON TORT CLAIMS ACT (ORS 30.260 TO 30.300) AND THE OREGON CONSTITUTION, EACH PARTY AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OTHER, INCLUDING ITS OFFICERS, AGENTS, AND EMPLOYEES, AGAINST ALL CLAIMS, DEMANDS, ACTIONS AND SUITS (INCLUDING ALL ATTORNEY FEES AND COSTS) ARISING FROM THE PERFORMANCE OF THIS AGREEMENT WHERE THE LOSS OR CLAIM IS ATTRIBUTABLE TO THE NEGLIGENT ACTS OR OMISSIONS OF THAT PARTY.

6. No Partnership: None of the terms or provisions of this Agreement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint-venturers or members of any joint enterprise. Any services provided by this Agreement are not eligible for any Federal Social Security, unemployment insurance, or Worker’s Compensation benefits from any one party to any other party to this Agreement.
7. Other Legal:
   a. No Third Party Beneficiaries: This Agreement shall not create any rights or benefits to parties other than District and GGFN.

   b. This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

   c. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursements, at arbitration, trial, and on appeal.

   d. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between District and GGFN that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

8. This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. Both parties, by signature below of their authorized representative, hereby acknowledge that s/he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

HOOD RIVER COUNTY LIBRARY DISTRICT:

_________________________________
Rachael Fox, Director               Date

GORGE GROWN FOOD NETWORK:

________________________________
By:                                     Date
Title:
EXHIBIT “A”

Mercado del Valle Ambassador
Ambassador Duties

DATE / LOCATION / SCHEDULE
Approximate start date: May 1, 2019, with a few planning meetings between January 2019, and May 2019
Worksite Location: Flexible, with time spent at each Mercado del Valle
Work Schedule: To be determined by the number of farmers markets (weekly or every other week)

MERCADO DEL VALLE BACKGROUND
Mercado del Valle, started in June 2013, has become a community event and marketplace in the heart of Odell. Mercado, created by and for the people, brings together the residents of Odell and surrounding communities around live music, produce from local farmers, and community-sponsored activities. The Mercado was originally held at Mid-Valley Elementary School. Since 2017, the Mercado del Valle has been held June through October on the first and third Thursday of the month from 4:00 pm to 7:00 pm in Downtown Odell.

POSITION OVERVIEW
Yeli Boots will serve as the Mercado del Valle Ambassador. Yeli has a deep familiarity with the community in Odell and surrounding areas, and will work to grow Mercado into a more vibrant and well-attended event. The Market Ambassador shall perform all work as an employee of the Hood River County Library District. Gorge Grown Food Network may suggest the appropriate schedule for the performance of Ambassador duties and to evaluate the quality of the services provided; however, Gorge Grown Food Network may not and will not control the means or manner of the Ambassador’s performance. This is a contracted position.

AMBASSADOR RESPONSIBILITIES
Outreach and Engagement:
- Engage community partners who would be a good fit for hosting a booth or activity at Mercado
- Building and maintaining relationships between Gorge Grown, the Hood River County Library District, and other local agencies serving the Latino community
- Build and maintain community relationships with nearby schools, churches, and businesses
- Coordinate and recruit community table participants, community groups, children’s programming and musicians
- Build community relationships with farmers, city government, nonprofits, OSU Extension agents, food banks, farmers market volunteers, etc.
- Promote the market through various media outlets (Gorge Grown social media accounts, local newspapers, radio station, etc.) through cooperation with Gorge Grown staff
- Oversee customer counts each market day and periodic dot surveys to assess the level of growth in market usage and collect market data
- Attend 1 staff meeting a month with Gorge Grown Food Network to share updates, seek feedback, and troubleshoot (April – October)
MARKET MANAGER
Gorge Grown Food Network shall provide a Mobile Farmers Market Manager, who will be at each Mercado del Valle to supplement produce available and support the Market Ambassador. The Market Manager shall:

- Be informed on Oregon Department of Agriculture and Hood River County Health Department rules and Gorge Grown Farmers Market guidelines, and ensure these rules and guidelines are followed
- Work closely with the Farmers Market Manager to track all required Mercado data accurately
- Be informed about SNAP, WIC, Veggie Rx and other supplemental nutrition programs
- Communicate food access programs and market token use accurately to customers and vendors
- Communicate with and inform market vendors on market guidelines and rules
- Maintain vendor records including contact information, licenses and permits
- Prepare the Mercado site: including sandwich board use, INFO booth set-up, and Mercado programming materials
- Maintain a clean and safe Mercado site and ensure facilities, equipment and utilities are in working order at the end of each market
- Work with the Ambassador to secure a location for the Mercado site in 2019
- Work with the staff to define market policy and to plan for further development of the market
- Work with staff to annually update application process and market policy processes
Hood River County Library District seeks informal bids to perform regular maintenance on the Georgiana Smith Memorial Gardens from March 1, 2019 through February 28, 2020. 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 February 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.

Bids are due by Tuesday, February 12, 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: $_____________________________

Bidder Name:_____________________________________________________

Bidder Signature:________________________________________________________

Company Name:________________________________________________________

Date:________________________________________________________

Questions? Call or email Library Director Rachael Fox at 541-387-7062 or rachael@hoodriverlibrary.org
Mora's Lawn Maintenance
2222 E. 13th St.
The Dalles, OR 97058
(541) 993-8120

To:
Hood River County Library District (Rachael Fox)
502 State Street
Hood River, OR 97031

Estimate # 1118
Estimate Date 02/07/2019
Total Amount $1,100.00

Item | Quantity | Price | Line Total
--- | --- | --- | ---
Lawn Care and Maintenance | 1.0 | $1,100.00 / Monthly | $1,100.00

Subtotal: $1,100.00
Tax: $0.00
Past Due Amount: $0.00
Total Amount: $1,100.00

Notes
Including Fertilizer for Spring, Summer and Winter. Granulated Casaron for weeds Control, Weed Killer if it is necessary, Mowing lawn once a week, justing Sprinklers, Trimming and pruning.
This Contract is between Hood River County Library District, hereafter called “District” and Mora’s Lawn Maintenance 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:

1. 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, 2019 to February 29, 2020 unless it is extended or earlier terminated and District has accepted Contractor's completed performance. 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.

2. Statement of Work
Contractor shall perform the work (“Work”) as set forth in Exhibit A, Statement of Work.

3. 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.
   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.

4. Travel and Related Expenses
The District shall not reimburse the Contractor for travel and related expenses.

5. 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. 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; or
   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:
I. 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:

I. 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.

11. 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.

12. 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.

13. 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.

14. **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.

15. **Insurance**
   Contractor shall provide as indicated on Exhibit C, attached hereto.

16. **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.

17. **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.

18. **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.

19. **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
   - Mora’s Lawn Maintenance
     Everado Antunez Mora
     2623 East 10th Street
     The Dalles, OR 97058
     everado_antunez@hotmail.com

20. **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.
21. **Time is of the Essence**
   Contractor agrees that time is of the essence under this Contract.

22. **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_________________________________________  By_________________________________________
Jean Sheppard, Library Board President  Everardo Antunez Mora, Mora’s Lawn Maintenance

Date: ___________________________  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 2019 through February 2020. 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#:_____-____-____

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.

_________________________________  ________________________________
Everardo Antunez Mora, Mora’s Lawn Maintenance  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.

3. 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 $3,000,000 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.
January 30, 2019

Hood River County Library District
502 State Street
Hood River, OR 97031

SENT VIA EMAIL ONLY

Re: Transition to new law firm

Dear District Board:

After several years of practicing law with my friends and colleagues at Annala Carey, I have withdrawn from the partnership in order to establish my own law firm with Victor VanKoten. The change is effective March 1, 2019. The new firm is called VanKoten & Cleaveland LLC. While I have enjoyed my time with Annala Carey, there have been many changes, including the death of a partner in the firm, Will Carey. As the current firm evolves, I have decided that I am likewise ready for a change to a smaller firm with greater dedication to client needs. I have enjoyed serving you, and hope I can continue to do so through this change and thereafter.

The Oregon Rules of Professional Conduct for attorneys require me to advise you that you are under no obligation to go with me to the new firm. Wayne Annala and Donald Hull will remain at Annala Carey to assist you if you want to stay with the Annala Carey firm.

VanKoten & Cleaveland LLC, will be located in Hood River at 417 Sherman Ave., Suite 7. My current legal assistant has accepted a position with the new firm to assist in a smooth transition. Furthermore, I will work for you under the same terms and conditions as you currently have with Annala Carey if you choose to transfer with me. At your earliest convenience, please advise me if you agree to transition to the new firm and I will be happy to facilitate the transfer of files and provide an updated services agreement. A response by email is preferred to: cleavelandr@yahoo.com or you can call me at 541-386-1811. Thank you and please contact me if you have any questions or concerns.

Sincerely,

[Signature]

Ruben D. Cleaveland
**2019-2020 Budget Calendar**

**Wednesday, April 17, 2019**
Publish Website Notice of First Budget Committee Meeting  
*(5 - 30 days before hearing)*

**Wednesday, April 24, 2019**
Publish Newspaper Notice of First Budget Committee Meeting  
*(5 - 30 days before hearing, at least 5 days apart)*

**Tuesday, May 14, 2019, 6.00 - 8.00p**, at Hood River Library
First Budget Committee Meeting
- Receive budget message
- Presentation of budget document
- Budget Committee deliberations and questions
- Public comment

**Tuesday, May 21, 2019, 6.00 - 7.00p**, at Hood River Library
Second Budget Committee Meeting
*(if necessary)*
- Budget Committee deliberations and questions

**Saturday, June 1, 2019**
Publish financial summaries and Notice of Budget Hearing  
*(one publication, 5 – 30 days before hearing)*

**Tuesday, June 18, 2019, 7.00p**, at Hood River Library
Public hearing
- Meeting to adopt budget, appropriate funds, and levy property taxes

**Tuesday, July 2, 2019**
Deliver notice of property tax form LB-50 to County Tax Assessor  
*(by July 15)*
- LB-50 (2 copies)
- Resolution passing budget (2 copies with original signatures)
- Budget (2 copies)
- Affidavits of publication (Budget Committee meeting & Budget Hearing)
Use Restrictions Policy

Sometimes a patron's behavior may necessitate restricting his/her use of Hood River County Library District services. Such behavior includes but is not limited to violations of District policies as well as violations of federal, state, or local statutes.

Responsibility and restrictions

District staff, and ultimately the Library Director, are responsible for determining whether behavior(s) of patrons are unacceptable as delineated by District policies. When such behavior occurs, staff are authorized to restrict a patron's access to District services, appropriate to address the unacceptable behavior and past actions by the patron. Such sanctions include, but are not limited to, the following:

- Bans from using the relevant service (e.g. meeting room, computers, bulletin boards);
- Loss of library card privileges;
- Billing for damage;
- Requirement for accompaniment by a parent, guardian, or caretaker;
- Ejection from District property (temporary, conditional, or extended).

Staff members are encouraged to use sound but flexible judgment in determining appropriate sanctions and lengths. Severe or extended sanctions require approval of the Library Director or designee.

Warnings

At their discretion, and depending upon the specific actions by an offending patron, staff may warn a patron up to twice before imposing a sanction, sanctioning as per above. Subsequent similar behavior by the same individual may not require warning before sanctions are issued, and such sanctions may be more severe. While the District views this policy as primarily corrective and progressive, it is not possible to define in advance the specific action to be taken in response to every behavior and the need to protect the safety of library patrons. Consequently, the District reserves the right to take appropriate action, including immediate ejection from District property, in response to circumstances and events on a case-by-case basis.

For instance, staff may restrict a patron's use of services, or immediately eject a patron without warning for more severe violations of policy, including without limitation abusing District staff or patrons, abusing District property, attempting to alter or compromise District technology or networks, or violations of local, state, or federal laws.

Recording of sanctions

Staff will make a written record of any instances in which sanctions are issued and will maintain current lists of patrons who are restricted from using library services and are banned from District facilities.

Adopted by the Board of Directors, September 18, 2012
Resolution No. 2018-19.04

Resolution adopting Library Use Restrictions Policy

WHEREAS, sometimes a patron's behavior may necessitate restricting his/her use of Hood River County Library District services.; and

WHEREAS, District staff need guidance and a framework for evaluating such situations;

Now, therefore be it RESOLVED, that the Board of Directors adopt the attached Library Use Restrictions Policy.

Adopted by the Board of Directors of Hood River County Library District this 26th day of February, 2019.

ATTEST:

_________________________________________  ______________________________
Jean Sheppard, President                    Rachael Fox, Library Director (Secretary)
Resolution No. 2018-19.05
Resolution authorizing vendors for online and automatic payment of bills in 2018-19

WHEREAS, many companies allow paying for products and services electronically; and

WHEREAS, paying online and automatically rather than by paper check would save the Hood River County Library District time and money; and

WHEREAS, Hood River County Library District's Financial Management policy allows for such online payments;

Now, therefore be it RESOLVED, that the Hood River County Library District Board of Directors authorizes the following vendors for online payments and deposits in 2018-19.

• AT&T (telecommunications)
• CenturyLink (telecommunications)
• City of Hood River (water)
• Columbia Bank (bank fees, payroll deposits, and employee reimbursements)
• Constant Contact (eNewsletter)
• Gorge.net (telecommunications)
• Harland Clarke (bank checks, deposit slips, and other documents)
• Hood River Electric Co-op (telecommunications)
• Hostwinds (Web and email hosting)
• HRA VEBA (employee in-lieu health benefits)
  - Lincoln Financial (dental insurance)
• NW Natural (natural gas)
• Oregon Department of Revenue (state taxes)
• Pacific Power (electricity)
• Ricoh (copier lease)
• Stamps.com (postage)
• T. Rowe Price (employee retirement)
• ThyssenKrup Elevator Corp. (building maintenance)
• UnitedHealthcare (medical and vision insurance)
• US Treasury (federal taxes)
• Waste Connections/Hood River Garbage (garbage/recycling)

Adopted by the Board of Directors of Hood River County Library District this 26th day of February, 2019.

ATTEST:

Jean Sheppard, President
Rachael Fox, Library Director