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**Hood River City Council**  
211 Second St.  
Hood River, OR 97031  
(541) 386-1488  
[www.cityofhoodriver.gov](http://www.cityofhoodriver.gov)

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August 24, 2020

**AGENDA**

6:00 p.m.

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Councilors:	Mark Zanmiller (President)	Kate McBride, Mayor	Megan Saunders	Tim Counihan
	Jessica Metta	Erick Haynie	Gladys Rivera	

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*All public meeting locations are accessible. Please let the City Recorder know if you will need any special accommodations to attend any meeting. Call (541) 387-5212 for more information. Oregon Relay Service 1-800-735-2900*

The City of Hood River is taking steps to limit exposure and spread of COVID-19 (novel coronavirus). In support of state and federal guidelines for social distancing, the City of Hood River will hold this meeting by using Zoom Conferencing.

**Please use the following phone number or video link:**

<https://us02web.zoom.us/j/86916074773>

(253) 215 8782

**Meeting ID: 869 1607 4773**

Members of City Council and City staff will participate by telephone, they will not be on site at City Hall during the meeting. The audio recording of the meeting will be posted shortly after the meeting on the City's website. Please check the City's website for the most current status of planned public meetings. <https://cityofhoodriver.gov/administration/meetings/>

**I CALL TO ORDER**

**II BUSINESS FROM THE AUDIENCE**

The Hood River City Council encourages community members to talk about issues important to them. If you wish to speak during "Business from the Audience", there are two options to choose from:

1. Submit written comments to the City Recorder at [j.gray@cityofhoodriver.gov](mailto:j.gray@cityofhoodriver.gov) by Monday, August 24 no later than 12 noon in order to distribute to the City Council in one packet for review by 3pm. All comments will be added to the record.

2. To address Council during Business for the Audience, email the request (name of speaker and topic) to [j.gray@cityofhoodriver.gov](mailto:j.gray@cityofhoodriver.gov) by Monday, August 24 no later than 12 noon. Please specify the topic your testimony addresses. Testimony will go in order of requests received. Attendees that have registered will be unmuted by the IT Administrator for 3 minutes to address Council. Public comment will be by audio only. At the Mayors discretion, public comments may be received prior to a specific topic of relevance during the meeting.

**WORK SESSION**

**III OPEN WORK SESSION**

**IV AGENDA ADDITIONS OR CORRECTIONS**

- V DISCUSSION ITEMS**  
1. Hood River CARES Act Allocation Pages 3-9

**VI ADJOURN WORK SESSION**

**REGULAR COUNCIL MEETING**

**I OPEN REGULAR COUNCIL MEETING**

**II AGENDA ADDITIONS OR CORRECTIONS**

**III CONSENT AGENDA**

These items are considered routine and/or have been discussed by Council in Work Session. They will be adopted by one motion unless a Councilor or person in the audience requests, before the vote on the motion, to have an item considered at its regular place on the agenda.

1. Council Meeting Minutes – August 10, 2020 Pages 10-15  
2. Forth Contract – Revised Pages 16-24

**IV REGULAR BUSINESS ITEMS**

1. Parks Master Plan Approval Pages 25-28  
2. Police Facility Site Analysis Pages 29-56

**V REPORT OF OFFICERS**

A. Department Heads

1. Announcements  
2. Planning Director Update

B. City Recorder

1. Ordinance 2055 (Transient Lodging Tax) reading for the second time by title only Pages 57-67

**VI REPORT OF COMMITTEES**

1. Visitor Advisory Committee – Metta and Saunders

**VII MAYOR**

1. Letter of Support – Warming Shelter Grant Pages 68-80

**VIII COUNCIL CALL**

**IX ADJOURN REGULAR MEETING**

# CITY COUNCIL AGENDA ITEM COVER SHEET

**Meeting Date:** August 24, 2020

**To:** Honorable Mayor and Members of the City Council

**From:** Will Norris, Finance Dir. / Asst. City Manager

**Subject:** CARES Act Allocation – Discussion

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## **Background:**

This item is distinct from the May 11<sup>th</sup> City Council discussion of the \$250,000 local economic relief appropriation in the 2020-21 Adopted Budget. The local economic relief monies are from a general property tax bump due to a one-year suspension of Urban Renewal division of tax.

Tonight's item concerns monies from the \$2 Trillion Federal CARES Act (H.R. 748). This legislation was passed in response to COVID19 and included enhanced unemployment benefits, the "Paycheck Protection Program" for small businesses, and targeted assistance for severely COVID19 impacted industries like airlines. The CARES Act includes a \$150 Billion Corona Virus Relief Fund (CRF) to aid State, Local, Tribal and US Territorial governments. Oregon's share of the CRF is \$1.38 Billion of which the State Legislature designated \$400 million for local governments.

The City of Hood River received a \$55,500 "Phase I" CRF reimbursement from Oregon's CRF for actual COVID19 response expenditures between March 1st - May 15th. This included providing Spring Break lunches to area families, purchasing computer equipment for remote work, personal protective equipment, sick leave expenses for employees on precautionary quarantine, and hours for a part-time bilingual employee that worked on proactive community outreach.

Following Phase I reimbursements, the League of Oregon Cities, Association of Oregon Counties, Special Districts Association of Oregon, and Oregon Governor's Office developed a framework to distribute remaining CRF dollars. Cities received notice of their allocation on July 9<sup>th</sup>. The City of Hood River's allocation is \$244,132. The City has already submitted two additional reimbursement requests for direct City COVID19 expenses of \$41,891 and \$7,507, leaving \$194,734 remaining. It is possible that the Oregon Legislature may designate additional CRF monies to local governments or that monies unspent by other local governments will be redistributed. This means that \$195 thousand is the minimum available. Ongoing City COVID19 expenditures will be minimal unless employees start to be infected and require extended sick leave. Eligible CRF expenditures are defined by the US Treasury as:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and

3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Beyond these basic requirements there are several pages of additional UR Treasury guidance. However, the above parameters are sufficient for City Council deliberation and staff can provide advice on any whether any specific proposal is an ineligible expense.

### **Discussion:**

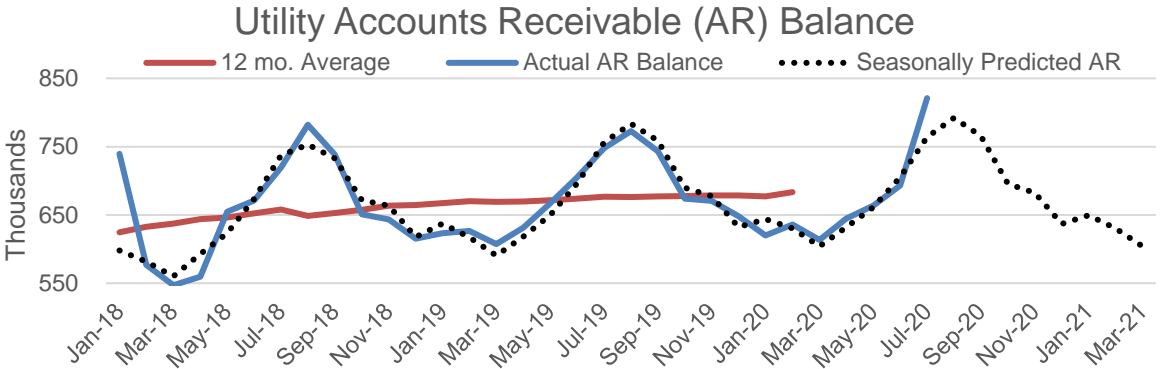
The considerations for CRF expenditures are similar to the local economic relief program discussed on May 11<sup>th</sup>. An important difference is that if CRF monies are unspent by December 30<sup>th</sup> they will be lost. Key considerations for City Council deliberation include:

#### Targeting Sectors or Certain Needs

City Council should provide guidance if the body wants to target CRF monies. Concepts that have been discussed by City staff and non-profit / small business contacts include:

- **Increasing Child Care Availability**  
Distance schooling and COVID19 safety requirements have exacerbated pre-existing shortages of local childcare resources. Child Care Partners may be able to provide a qualified staff person to act as a “navigator” to assist new providers get licensed or existing providers expand. Child Care Partners can utilize CRF funds to pay for licensing, personal protective gear, supplies to meet health guidelines, and technology to facilitate remote learning. A letter of interest from Child Care Partners is attached to this staff report.
- **Module Shelters for Individuals Experiencing Homelessness**  
Hood River Shelter Services cannot use their prior location in the basement of Riverside Church and maintain acceptable physical distancing. The organization is seeking funding to purchase modular shelters. Another alternative that may also help the local hotel industry is purchasing blocks of available rooms for November and December.
- **Direct Grants to Hotels to Compensate for Temporary Lodging Ban**  
Several other cities have made direct grants to local small businesses to help them survive through the pandemic. One of the most threatened industries in Hood River is hospitality. Providing direct grants to hotels and locally based property managers could help this vital industry persist until a vaccine is developed. Lodging tax is the City’s second largest general revenue source to pay for public safety, parks, and planning. A feasible program can be based on number of rooms for hotels with a minimum grant amount for local property managers.
- **United Way Community Response Fund**  
The Community Response Fund was developed through a partnership of the Healthy Gorge Initiative and the United Way-Columbia Gorge. The Fund is intended to support nonprofit organizations that have been impacted by Covid-19 in Hood River, Wasco, Sherman, Klickitat and Skamania counties in the Columbia Gorge. Applications are reviewed weekly by a Committee made up of community members and United Way board members. CARES Act dollars contributed to this fund will be allocated by area non-profit professionals that understand the most direct needs and funding gaps.

- **Small Business Aid through the Chamber of Commerce or MCEDD**  
 The Chamber of Commerce communicated in May that they have several furloughed employees that can assist with a small business grant assistance program provided that administrative overhead is allowed. MCEDD is also already administering a small business assistance program(<https://www.mcedd.org/bizgrants/>). MCEDD has had challenges distributing the dollars within complex guidelines mandated by Business Oregon. The program may benefit from less restricted CARES Act funding.
- **Individual Utility Assistance**  
 Utility Accounts Receivable (AR) balances follow a predictable seasonal pattern. Balances have remained close to normal patterns throughout the pandemic until July. Unpaid balances spiked in July indicating that an unusual number of customers are falling behind on payments. Anecdotally this corresponds with the end of enhanced federal unemployment benefits. The City may choose to direct a portion of CARES Act funding to assist residents with past due utility payments. The program will need to include all utilities and not just water and sewer payments to demonstrate that the City's objective is not revenue replacement. Mid-Columbia Community Action Council and the Housing Authority are possible partners to administer this program.



Administrative Feasibility

The City of Hood River is not well suited to administer an economic relief program directly. The City is not a charitable organization and does not operate an economic development department. An example of a feasible City operated program is a first-come, first-served, reimbursement program up to a certain dollar amount (ex. \$3,000) to purchase COVID19 re-opening supplies for businesses within the City limits. A relief program that requires substantial or qualitative evaluation and/or ranking of applicants should be completed by an outside entity with specific expertise.

Degree of Delegated Staff Discretion

The City Council controls municipal appropriations and must approve contracts over \$50,000 under HRMC 2.32.030. The lead time to develop proposals, write staff reports, and receive City Council direction while focusing on ongoing city operations in a pandemic creates administrative obstacles to reacting quickly to developing community needs. It is also challenging to convince outside entities busy working on existing response activities to commit the time necessary to develop new program proposals if funding is not reasonably assured. The City Council should consider what amount of discretion the body is willing

to delegate the City Manager to fund programs directly within broad City Council guidance.

**Staff Recommendation:**

Ask questions and deliberate on the use of CRF monies. Provide direction to staff on City Council priorities for funding and desired program outcomes.

**Alternatives:**

Ask for additional information or new funding concepts to be developed.

**Fiscal Impact:**

Reimbursed expenditures will have no net fiscal impact on the City. City staff resources are not available to develop or administer a new aid program internally.

**Attachments:**

Child Care Partners Letter of Interest  
United Way - Community Response Fund Letter



# Child Care Partners

CCR&R of Gilliam, Hood River, Sherman, Wasco, and Wheeler Counties

August 19, 2020

Dear Hood River City Council Members,

This letter outlines how Child Care Partners could use \$50,000 of CARES Act funds to retain, increase slots, and support start-up new child care programs during the pandemic.

For nearly 30 years, Child Care Partners has had the pleasure to serve our community by providing a wide variety of services which include recruiting, training, and promoting retention of a high quality, diverse Early Learning and Child Care Workforce through professional development and collaboration with community partners. Our main priority is to support Early Educators serving children in family and center-based child care, license-exempt care, preschools, and school-age care, on their journey of continuous quality improvement.

In March, due to COVID-19, all child care programs in Oregon were directed by Governor Brown to temporarily close their doors until they were granted approval to reopen as Emergency Child Care Facilities (ECCF). Reopening mandated smaller class sizes along with increased health & safety requirements that caused a tremendous financial burden for child care providers. As a result, 44 percent of licensed programs in Hood River closed, some temporarily, and others permanently. With the Hood River County School District starting the school year in a Comprehensive Distance Learning (CDL) model, increasing child care openings will be crucial for our youngest citizens to spend their days in a safe environment while their parents are at work.

At Child Care Partners we would like to utilize the \$50,000 grant to provide resources and supports necessary to help existing programs reopen or expand, and to recruit new providers and programs in Hood River. A rough estimate of our proposed spending includes \$20,000 for supplies necessary for providers to maintain compliance with the new Health & Safety Guidelines, such as touchless thermometers, face shields, masks for adults and children, gloves, gallons of hand sanitizer and soap, touchless soap dispensers, mobile hygiene stations, disinfecting wipes, etc. We propose allocating \$25,000 towards recruitment and expansion which could include such things as fees (e.g. licensing, zoning/permit, criminal background registry), first aid kits, fire extinguishers, First Aid & CPR classes, training fees, and basic start-up materials. In order to help child care providers adjust to the new



demands of facilitating CDL, we would like to spend the remaining \$5,000 on technology-related expenses including, but not limited to, laptops, hotspots, and headsets.

If Child Care Partners is awarded this grant, we will cover administration costs so the entire \$50,000 can go towards retaining and recruiting child care programs in Hood River.

Thank you for your time and consideration. We look forward to hearing from you.

Sincerely,

Nancey Patten  
Director







**GORGE COMMUNITY RESPONSE FUND**  
A partnership of Healthy Gorge Initiative and United  
Way Columbia Gorge



**Proposal to support the Hood River Covid Relief Fund**

Here are some ideas that meet the Council's desires to help people in need, while also meeting the CM's desire for clarity and highest use of funds.

- ~ The spending categories outlined above provide the specific uses of these funds by nonprofits.
- ~ This recognizes nonprofits as businesses while also supporting their work of supporting individuals

**1. Sub-recipient to administer for nonprofits:** Utilize Community Response Fund through Healthy Gorge Initiative/UWCG as sub-recipient to distribute these funds to nonprofits

- ~ The Fund already has a distribution process established that includes the following:
  - ~ defined focus on needs directly arising from Covid;
  - ~ application that includes description of the Covid-related need (attached);
  - ~ attestation 'signed' certification of veracity of the info presented;
  - ~ review/scoring matrix that is used to evaluate each application;
  - ~ review committee of 7-9; who each complete matrix independently for each application;
  - ~ in-person meeting to share scores and discuss each application;
  - ~ formal voice vote on each application;
  - ~ report required from each awardee upon expenditure of the awarded funds (see attached form).

**2. Costs:** City allocates \$50,000 to the CRF to utilize the above process for nonprofit agencies in HR

**3. Criteria:** CRF and City create criteria for the City's Hood River Covid Fund, based on requirements outlined by the LOC. Most nonprofits in HR will have some combination of the above costs and any funds will be appreciated and make a difference.

- ~ Option 1: set amount based on budget size/staff size?
- ~ Option 2: need-based; each applicant makes their case for different amounts?

**City of Hood River  
City Council Work Session  
August 10, 2020**

Council: Mayor Kate McBride, Mark Zanmiller, Megan Saunders, Tim Counihan, Jessica Metta, Erick Haynie

Staff: City Manager Rachael Fuller, City Attorney Dan Kearns, Finance Director/ACM Will Norris, Planning Director Dustin Nilsen, Fire Chief Leonard Damian, Police Chief Neal Holste, Interim Public Works Director Wade Seaborn, City Recorder Jennifer Gray, GIS Analyst Jonathan Skloven-Gill

Absent: Gladys Rivera

**I CALL TO ORDER** – Cell Phone Reminder – 6:00 p.m.

**II BUSINESS FROM THE AUDIENCE**

MariRuth Petzing, Hood River, OR –“Last month, I heard the City Council identifying priorities for legislative advocacy. The number one selection by the Council members was for increased mental health resources. I also listened to a presentation from the Hood River Police Department in which I heard the opinion that Mid-Columbia Center for Living can't increase their services because they are overwhelmed and maxed out. In fact, the direct response to a call for mental health response to replace a police response to non-criminal mental-health calls was that there are no mental health resources available. Let's make mental health resources available.”

“I agree with the City Council's assessment that mental health services are critically needed in our community. I appreciate the identification of that need as a priority for advocacy at the state level. But I urge the City Council to use the local power and resources to invest in local services to meet local needs. Re-imagining public safety means acknowledging that we will pay for needed mental health care, we can either pay for it by hiring counselors and social workers and outreach workers, or we can pay for it with police, and jail, and EMS. I'm asking that the City Council be bold in planning for our future by committing to redistributing funds to meet your and our priorities for community well-being.” Petzing's full statement has been added to the record.

**III PRESENTATIONS**

1. Columbia Area Transit Solar Initiatives  
CAT was unavailable to present.

**IV PUBLIC HEARINGS**

1. Ordinance 2055 -Transient Lodging Tax Code Update, W. Norris

Mayor McBride opened the public hearing at 6:06 p.m. and read the script and rules regarding public hearing conduct.

Norris presented the staff report. Norris explained the transient lodging tax is the second largest source of general fund revenue. Funding public safety, park, planning and all of the general governmental functions of the City. It is the largest tax the City administrators, since property taxes are administered by Hood River County. It is worth making sure the City municipal code is current and up today with contemporary changes of the industry. What is before Council tonight is a more targeted surgical approach to changing specific items that are needed. Norris gave the history of transient lodging tax that began in 1981 when it was first established. There have only been slight changes since it was established.

Online booking intermediaries for vacation rentals, like Airbnb and VRBO/HomeAway.com, have grown significantly since the City's code was last updated. While vacation rentals still only generate about 15% of the City's lodging tax revenue, they constitute over 85% of the City's monthly tax return volume.

In 2018, Oregon House Bill (HB) 4120 updated the State of Oregon's lodging tax to clarify that online booking intermediaries are jointly and severability liable for tax collection and remittance. After HB 4120, VRBO/HomeAway.com began remitting tax to the City of Hood River. Airbnb has asserted that their company does not have authority to collect and remit lodging taxes in Hood River until the local code explicitly references booking intermediaries.

The proposed Ordinance 2055 emulates language from Corvallis and Portland where Airbnb collects and remits local lodging taxes. Representatives from Airbnb have reviewed the proposed language and confirmed it is sufficient to begin tax collection in Hood River. A letter from Airbnb is included in the meeting packet.

Aligning Airbnb's practices with VRBO/HomeAway.com will be less confusing for short term rental operators. This will reduce staff workload associated with processing amended tax returns. It will also help the City improve tax compliance as operators sometimes erroneously deduct business expenses from taxable gross receipts. Due to the length of time since the last update the City's lodging tax code, the proposed Ordinance 2055 also makes the following updates:

1. Authorizes online tax return filing and payment The original lodging tax code was drafted before the growth of eCommerce. The City launched an e-file option in 2019.
2. Changes the chapter title from "Hotel Tax" to "Transient Lodging Tax" The chapter title, "Hotel Tax", is from the original 1981 Ordinance. The title has become increasingly confusing over time as alternative short-term housing arrangements become more commonplace. "Transient Lodging Tax" is the title used by the State of Oregon
3. Incorporation of Gender-Neutral References The 1981 Ordinance referenced all positions as male.
4. Removes unused filing extension provision This provision has never been exercised to the best knowledge of staff. The process is unnecessary given the small sums typically involved with delinquent payments.
5. Directs legal action locally The City has never needed to seek judicial enforcement of this chapter. If needed in the future, the City will want to seek relief in local courts
6. Adds standard Civil Enforcement language References the City's civil enforcement chapter 1.10 that provides a standard code enforcement process that staff is experienced using. It is

helpful to have a standardized process for enforcement of chapters that are not commonly violated.

The proposed code update was emailed for input on July 28th to all holders of Certificates of Authority to collect lodging taxes as well as individuals registered to receive emails on the topic of Short-term Rentals. The two lists cumulatively include 827 email addresses although there is overlap. The notice of Public Hearing was posted online and outside of City Hall on August 3rd and emailed to the same email groups.

Mayor McBride opened the public testimony portion of the hearing

There was no testimony for or against the ordinance.

Mayor McBride closed the oral argument and public testimony portion of the public hearing and Council entered into deliberations.

There was a spelling errors in the Ordinance noted under 5.09.050 A; it should read rent, not tent.

There was general Council discussion and questions. There were no substantial changes made.

Councilor Haynie stated he agrees with a lot of what has been said during the Council deliberation. He is in favor of the ordinance. He will be recusing himself from the vote due to an indirect business relationship with his employer, with one of the companies that was referenced tonight.

**Motion:** I move to adopt Ordinance 2055 with the correction noted in 5.09.050 A and provide first reading by title only during the work session under City Recorder.  
**First:** Saunders  
**Second:** Metta  
**Discussion:** None  
**Vote:** Motion passed (roll called)  
Ayes: McBride, Zanmiller, Saunders, Counihan, Metta,  
Nays: None  
Abstentions: Haynie  
Excused: Rivera (absent)

Mayor McBride adjourned the public hearing at 6:30 p.m.

Councilor Haynie asked to be excused from the meeting at 6:30 p.m.

## **WORK SESSION**

**V OPEN WORK SESSION – 6:31 p.m.**

**VI AGENDA ADDITIONS OR CORRECTIONS**

A correction motion was needed to move the reading of the Ordinance 2055 from the Work Session to the Regular Meeting under City Recorder.

**Motion:** I moved to adopt Ordinance 2055 with the correction noted earlier and

provide first reading by title only during the Regular Meeting, under City Recorder.

**First:** Saunders

**Second:** Zanmiller

**Discussion:** None

**Vote:** Motion passed (roll called)

Ayes: McBride, Zanmiller, Saunders, Counihan, Metta

Nays: None

Abstentions: None

Excused: Rivera, Haynie (both absent)

## **VII DISCUSSION ITEMS**

## **VIII ADJOURN WORK SESSION – 6:35 p.m.**

# **REGULAR COUNCIL MEETING**

## **I OPEN REGULAR COUNCIL MEETING – 6:35 p.m.**

## **II AGENDA ADDITIONS OR CORRECTIONS – Reading of Ordinance 2055 for first time by title only, under City Recorder.**

## **III CONSENT AGENDA**

1. Council Meeting Minutes – January 11, 2020 and July 27, 2020

2. Purchase of Two (2) Hybrid Police Vehicles, N. Holste

**Motion:** To approve the Consent Agenda.

**First:** Saunders

**Second:** Metta

**Discussion:** None

**Vote:** Motion passed (roll called)

Ayes: McBride, Zanmiller, Saunders, Counihan, Metta

Nays: None

Abstentions: None

Excused: Rivera, Haynie (both absent)

## **IV REGULAR BUSINESS ITEMS**

## **V REPORT OF OFFICERS**

### **A. Department Heads**

#### **1. Announcements**

Norris stated staff has finished contract negotiations with MIG to continue forward with the Heights Project. It will go to the Urban Renewal Advisory Committee later this month. URAC will add their recommendation and it will come back to the Urban Renewal Agency at the September meeting.

### **B. City Recorder**

1. Reading of Ordinance 2055 (Transient Lodging Tax) for the first time by title only.

**Motion:** To read Ordinance 2055 for the first time by title only.  
**First:** Saunders  
**Second:** Metta  
**Discussion:** None  
**Vote:** Motion passed (roll called)  
Ayes: McBride, Zanmiller, Saunders, Counihan, Metta  
Nays: None  
Abstentions: None  
Excused: Rivera, Haynie (both absent)

Gray read the ordinance by title only. The Mayor announced that Ordinance 2055 had passed its first reading and would be read for the second and final time at the next regular meeting.

## **VI MAYOR**

Mayor McBride stated the Emergency Operation Center is no longer meeting twice a week regarding COVID. It got to the point they felt the COVID situation was no longer a crisis emergency. Hood River County is still on the watch list, which means additional help from the Oregon Health Authority for those working on the tracing, is still happening. It will be determined at the end of this week if the County will remain in Phase 2 or be moved back to Phase 1. The Emergency Operation Center meetings will start again, if needed. Mayor McBride stated it would be nice to have something in writing that came from Public Health that has a few bullet points on where the City stands. She is going to speak with County Chair Mike Oats, if that is something the City can ask for and keep the City updated.

Norris added Fuller and Hood River County Administrator Jeff Hecksel are in close contact often. The City is also on a list serve to continue receiving updates from Barb Ayers.

Mayor McBride gave an update on the Hood River Bridge Replacement Project.

## **VII COUNCIL CALL**

Metta gave an update on the ODOT ACT. They are at a point where the City can comment on how the next funding allocation is done for 2024-2027. She knows Hood River County has three members on ACT, along with Councilor Haynie; they are working on preparing a letter.

Counselor Metta stated MCEDD continues to work on getting information out on the Business Oregon Fund they received for business. This Friday is the deadline, based on when they need to get the funds out. So far, they have given less than half of what they have available for Hood River County. The reason is because of the requirements that Business Oregon has put on those dollars. There were also some seasonality issues that have caused problems for some businesses. MCEDD has and will continued to work on this to get available money to businesses.

Councilor Saunders asked Norris about where things were at with the money the City received from the State for COVID assistance and the money allocated from the City's budget. Norris gave an update. Council agreed they would like to add this as a discussion item on a future agenda to talk about money allocated for COVID assistance. Staff will look at the agenda forecast to see when this can be discussed further.

**VIII ADJOURN** – Adjourned by unanimous consent at 7:09 p.m.

\_\_\_\_\_  
Kate McBride, Mayor

\_\_\_\_\_  
Jennifer Gray, City Recorder

*Approved by City Council on* \_\_\_\_\_

# CITY COUNCIL AGENDA ITEM COVER SHEET

**Meeting Date:** August 24, 2020

**To:** Honorable Mayor and Members of the City Council

**From:** Will Norris, Finance Dir. / Asst. City Manager

**Subject:** Forth Mobility Electric Carshare Pilot Contract – REVISED

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## Background

The Hood River City Council passed Resolution 2018-02 making an organizational commitment to the Hood River County Energy Plan’s blueprint to reduce emissions from the burning of fossil fuels. This includes replacing 30%, 50%, 80% of the power generated from fossil fuels with clean, renewable energy in buildings, water systems, and transportation by 2030, 2040 and 2050 respectively. The City Council underscored its commitment to combating climate change with the passage of Resolution 2019-16 that set a specific goal of net zero greenhouse gas emissions from municipal operations by 2035.

The non-profit electric vehicle (EV) promotional organization Forth ([forthmobility.org](http://forthmobility.org)) approached the City of Hood River last summer about a potential EV carshare pilot project. The non-profit promotes the adoption of EVs through demonstration projects, public information campaigns, and legislative advocacy. “Carsharing” is a vehicle rental model where the public can reserve automobiles for short periods of time, typically by the hour. Forth applied for and subsequently received a Federal Department of Energy (DOE) grant to provide an EV carsharing program in Hood River. The purpose of the grant is to test the economic viability of EV carsharing in rural environments.

The Hood River City Council reviewed and approved a contract with Forth in January. The contract provided up to three City parking spaces for the pilot program’s total of five vehicles. The City also committed to provide in-kind project support, such as access to City offices for meetings. The contract prioritized car rentals for city business and included the intent to transfer ownership of the charging equipment to the City after the three-year project. This contract was not fully executed due to complications from the COVID19 virus as well as unforeseen challenges of attaching a new power service to City Hall’s antiquated electrical infrastructure.

## Discussion

A revised Forth contract is attached to this staff report for City Council review and approval. The key changes from the prior agreement include:

- Reduction to Two (2) Specific Parking Spaces  
Forth anticipates siting two vehicles at Columbia Cascade Housing Developments and one on Port of Hood River property. The revised contract solidifies that only two City of Hood River parking spaces will be needed.
- City as Intermediary for City Hall Electricity



Forth intended to establish new customer accounts with Pacific Power for each of the charging stations. However, this arrangement will not work at City Hall due to the age of the building's electrical infrastructure. The contract specifies that electricity usage will be tracked by the charging equipment and the City will be reimbursed at a rate of \$0.15 per kWh. The City's cost is currently at approximately \$0.10 per kWh. The \$0.15 per kWh rate was calculated to ensure that the City will not be subsidizing the project's electricity costs. The station at the Columbia Lot will still be a separate utility account charged directly to Forth.

- **Charging Equipment Transfer Included**  
The contract now expressly pledges ownership of the charging equipment to the City of Hood River at the conclusion of the project at the City's sole discretion. If the City chooses not to retain ownership, the contract still obligates Forth to return all sites to pre-project condition.

### **Timing Considerations**

Commitments from local partners are necessary before the pilot program can begin. Forth is hopeful the vehicles can be ready for rental before the end of 2020.

### **Staff Recommendation:**

Authorize the City Manager to enter into the attached agreement with Forth for a 3-year pilot EV carsharing program.

### **Fiscal Impact**

The attached contract describes \$19,657 in value contributed by the City of Hood River. This includes the market value of the City provided parking spaces, staff time, and access to City meeting rooms on an as-needed basis. It also includes anticipated car rentals for city business. Because the City contributions are either in-kind or offsetting expense that would have been paid for the replacement of the City's administration vehicle, this contract has no net impact on the FY2020-21 Budget.

### **Suggested Motion:**

Authorize the City Manager to execute a contract with Forth for provision of a 3-year rural EV carsharing pilot program.

### **Alternatives:**

Request additional information or modifications to the attached contract. The City Council may also choose not to participate in the proposed EV carsharing program.

### **Attachments:**

Forth Contract

**TEMPORARY USE AGREEMENT  
(Rural EV Carshare Project)**

**EFFECTIVE DATE:** January 14, 2020

**PARTIES:** City of Hood River  
Will Norris, Ass't City Manager  
211 2<sup>nd</sup> Street  
Hood River, OR 97031 (the "City")

Forth  
Jeff Allen, Executive Director  
2035 NW Front Ave., Suite 101  
Portland, OR 97209 ("Forth")

**RECITALS**

1. Forth is an Oregon nonprofit corporation that was formed and exists to provide, among other things, an electric vehicle (EV) car-share program in rural areas of the United States, including Hood River County Oregon (the "Project"); and
2. Under Award Number DE-EE0008882, Forth has entered into an Agreement with the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), to achieve certain objectives, technical milestones and deliverables as part of the Project; and
3. One of Forth's deliverables in its Project for U.S. DOE is to establish and operate five EV charging stations in Hood River County, to provide EVs to be based and charged at those stations, and to establish a rideshare program for public use of those EVs; and
4. Forth has identified two EV charging station locations on parking lots owned and operated by the City as part of the Project: one parking space at city hall (211 Second Street, Hood River) and one parking space in the City's Columbia Street parking lot (between 5<sup>th</sup> and 7<sup>th</sup> Streets); and
5. City of Hood River is willing and able to dedicate two parking stalls in city-owned parking lots to Forth for purposes of this Project, pursuant to which Forth will install the charging infrastructure and equipment and operate the EV rideshare program for vehicles stationed at these locations; and

**NOW THEREFORE**, based upon the foregoing recitals, which are incorporated herein by this reference, the Parties agree as follows:

**A. Forth's Obligations.** Forth, as the primary recipient of the U.S. DOE award, will oversee and implement all major Project components and shall be responsible for performing or otherwise providing the following:

1. Forth shall be responsible for all reporting and documentation about the Project to U.S. DOE as required.
2. Forth shall be responsible to design, obtain all required permits and construct/install two EV charging stations and related infrastructure to serve the two parking spaces that the City makes available for that use under this Agreement.
3. Forth shall be responsible for all electricity costs for both EV charging stations. For the EV charging station located in the City's Columbia Street parking lot, Forth shall pay for power directly to the power company. For electricity costs associated with the City Hall charging station, Forth shall reimburse the City for electricity costs at a rate of \$0.15/kWH. Electricity costs for the City Hall charging station will be metered by the charging station and paid at a rate of \$0.15/kWH. This reimbursement will occur on a quarterly basis and will include a record statement of electricity usage.
4. Forth shall provide two plug-in electric vehicles corresponding to each of the two parking/charging spaces provided by the City.
5. Forth shall be responsible for providing all care, maintenance, repair and insurance (as described below) for any EV located on City property under this Agreement. In response to the COVID 19 pandemic, Forth shall clean each EV according to the cleaning protocol set forth in Exhibit A, attached hereto and by this reference incorporated herein.
6. Forth shall be responsible for creating a marketing and carshare program for public use of the EVs situated in the City and for coordinating with local partners to market and promote the Project throughout the community and to adjust strategies as needed to accomplish the Project's objectives.
7. The City will have priority use of the vehicles placed on its property, ensured by the ability to reserve the vehicles up to seven days in advance and at least two days before the general public. The City will pay for EV usage at the normal rate for the general public.
8. Within 60 days after the conclusion of the Term of this Agreement, or 60 days after termination as provided herein, whichever occurs first, Forth shall transfer ownership of the charging stations and all associated equipment and infrastructure to the City. Alternatively, if the City notifies Forth that it does not want the charging stations and equipment, Forth shall remove all charging installations and equipment and restore the two EV charging stations to their original condition, as verified by the City.

**B. City's Obligations.** City shall provide in-kind services and facilities, valued at approximately \$19,657, within the timeframe outlined in this Agreement for a period not to exceed three years. City's in-kind contribution shall consist of the following:

1. The City shall provide the following two parking spaces dedicated to the two EVs provided by Forth pursuant to the Project:

- a. The east-most parking space in the City Hall off-street parking lot, located at 211 2<sup>nd</sup> Street between State Street and Oak Street, and
  - b. A parking space to be identified by mutual agreement of the parties within the City's Columbia Street parking lot, located between Fifth and Seventh Streets.
2. The City will provide staff time to assist Forth with its marketing efforts and administration of the Project.
  3. The City will allow Forth to modify the two parking spaces described herein, including installation of EV charging stations and all wiring, equipment and other infrastructure to charge EVs.
  4. For the City Hall charging station, the City will allow Forth to connect to City Hall power. Electricity costs for this station will be metered by the charging station and invoiced by the City to Forth at a rate of \$0.15/kWH. Invoicing and reimbursement will occur on a quarterly basis and will include a record statement of electricity usage.
  5. The City will provide Forth with a letter on an annual basis documenting the City's cost-share contribution to the Project for the previous year

**C. General Provisions.** The following general provisions shall apply as described below:

1. Term, Modification and Early Termination. The term of this Agreement ("Term") will begin on the Effective Date, and continue in effect for three years unless terminated sooner pursuant to this section. This Agreement may be terminated early by either party at any time and for any reason (or no reason) upon 30 days' written notice to the other party. Forth's post-term obligations described above shall survive termination. This Agreement may be modified only by the written consent of both parties.
2. Indemnification. The City shall indemnify, defend, and hold harmless Forth, its affiliates and their respective officers, directors, shareholders, employees, and agents (jointly and severally, the "Forth Indemnitees") from and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in any action, claim, or proceeding brought against any of the Forth Indemnitees directly or indirectly by any other person based upon the City's actual or alleged: (a) infringement of any trademark, patent, copyright, right of privacy, publicity, name or likeness, or any other Intellectual Property Right of that other person, or misappropriation or unauthorized use or disclosure of any trade secret of another person, by City or any Deliverables or Services provided by the City; (b) breach of any representation, warranty, or covenant in this Agreement by the City; (c) intentional misconduct by the City; and (d) violation of any applicable law by the City, including any laws or regulations related to or governing the Services. The City will not settle any claim without the Forth Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the Forth Indemnitees and does not impose any obligations on the Forth Indemnitees.

Forth shall indemnify, defend, and hold harmless the City, its officers, employees, elected and appointed officials, and agents (jointly and severally, the "City Indemnitees") from

and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in any action, claim, or proceeding brought against any of the City Indemnitees directly or indirectly by any other person for Forth's actual or alleged: (a) breach of any representation, warranty, or covenant in this Agreement; (b) intentional misconduct; and (c) violation of any applicable law. Forth will not settle any claim without the City Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the City Indemnitees and does not impose any obligations on the City Indemnitees.

3. Insurance.

- a) Forth covenants and agrees to defend, protect, indemnify and hold harmless the City of Hood River, its officers, agents, employees, mortgagees, and lenders from and against all claims, demands, actions, cause of action, suits, damages, judgements, orders, decrees, costs and expenses, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and cost of suit) for property damage, personal injury, liability or death which shall occur arising out of or occasioned by any activities of Forth, its agents, contractors, sub-contractors, licensees, or employees during the Term.
- b) The indemnity provisions provided in this Section 3 shall survive the Termination Date of this Agreement or early termination. The Parties acknowledge that good, sufficient and independent consideration has been given for the indemnities provide for in this Agreement and Forth acknowledges that but for the indemnities provided to the City of Hood River in this Agreement, City would not have entered into this Agreement.
- c) Forth and all its sub-contractors shall maintain at all times during the terms of this Agreement and while Forth and/or its subcontractors are utilizing or performing work on the Property pursuant to the terms of this Agreement, comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury, death and property damage per occurrence. Each policy of insurance shall name the City of Hood River as an additional insured with coverage bine primary. A certificate of insurance acceptable to the City verifying such coverage shall be delivered to the City prior to any entry upon the Property by Forth or its agents, employees, consultants or subcontractors.

4. Ownership of Forth's Intellectual Property and Other Materials. Forth is, and will remain, the exclusive owner of all right, title, and interest in and to any documents, deliverables, intellectual property, specifications, data, know-how, methodologies, software, and other materials provided to the City by Forth ("Forth Materials"), including all Intellectual Property Rights, copyrights, patents, trademarks, trade name, trade secrets or other rights therein. City will have no right or license to reproduce or use any Forth Materials except solely during the Term to the extent necessary to perform its obligations under this Agreement. All other rights in and to the Forth Materials are expressly reserved by Forth. Nothing in this Agreement will be construed as granting to or conferring upon the City any rights, title, interest, or license, in any Forth Materials now owned or subsequently owned by Forth. Forth may, at its option, require the City to return or destroy any or all Forth Materials provided to it.

5. Access to and Disclosure of Confidential Business Information. The Forth Materials are and will at all times be considered confidential business information of Forth and are

subject to all obligations and restrictions set forth in the preceding section. The City shall withhold from disclosure to any third party any of the Forth Materials in response to a Public Records Request as confidential submissions under ORS 192.355(4) without Forth's prior written consent.

6. Assignment. Forth intends to subcontract or otherwise assign the performance of some of its obligations under this Agreement; however, Forth shall not assign any of its obligations without first obtaining the City's written consent to the assignment, which shall not be unreasonably withheld. To the extent that Forth contracts or subcontracts for the performance of any of its obligations under this Agreement, Forth shall be and remain responsible for complete, timely and satisfactory performance of these obligations and shall ensure alignment with community partner needs and expectations, including troubleshooting and intervening as needed. The City shall not assign its obligations under this Agreement.
7. Enforcement. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Oregon, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Oregon. In the event of any alleged breach of this Agreement, the non-breaching party shall provide the breaching party with written notice and a 14-day opportunity to cure. Any breach remaining after the 14-day cure period may then be submitted for mediation, arbitration or suit in court at the non-breaching party's discretion. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in Hood River County Circuit Court or U.S. District Court for the District of Oregon. Each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.
8. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing, in addition to simultaneous e-mail notice, addressed to the Parties as follows:

City of Hood River Will Norris, Ass't City Manager 211 2 <sup>nd</sup> Street Hood River, OR 97031 <i>w.norris@cityofhoodriver.gov</i>	Forth Kelly Yearick, Program Manager 2035 NW Front Ave., Suite 101 Portland, OR 97209 <i>kellyy@forthmobility.org</i>
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Except as otherwise provided in this Agreement, every notice, demand, request, or other communication will be deemed to have been given or served on actual receipt, or, if mailed, three days after such communication is mailed. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or Party to which a notice may be or is required will not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or Party to which the notice is directed or the failure or refusal of such person or Party to accept delivery of the notice.

9. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties, any right, remedy, or claim under or with respect to this Agreement.
  
10. Entire Agreement; Amendments. This Agreement, including all Exhibits, contains the entire agreement of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party to this Agreement that is not contained in the terms of this Agreement will be binding or valid. This Agreement, including any Exhibits, may be amended only in writing by both Parties to the Agreement.
  
11. Successors and Assigns. The obligations and benefits set forth in this Agreement shall attach and inure to the benefit of the Parties and shall burden the Parties, their assigns, heirs and successors in interest.
  
12. Attorney Fees. If any action is brought with respect to this Agreement or in any appeal from such action, the prevailing Party will be entitled to its reasonable attorney's fees as determined by the court or courts in which the action or appeal is tried or heard.
  
13. Severability. Each Party hereby agrees that each provision in this Agreement will be treated as a separate and independent clause, and the unenforceability of any one clause will in no way impair the enforceability of any of the other clauses in this Agreement. Moreover, if any provision of this Agreement is for any reason held to be void or unenforceable as written, the Parties intend that: (a) such provision of the Agreement be enforced to the extent permitted by law, and (b) the balance of the Agreement remain in full force and effect.
  
14. Waiver. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege

**IT IS SO AGREED:**

For the CITY:

For FORTH:

\_\_\_\_\_  
Rachael Fuller, City Manager

\_\_\_\_\_  
Jeff Allen, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A: Cleaning Fact Sheet

The Clean Rural Shared Electric Mobility Project (CRuSE) is a carshare program that will be available to Hood River residents and visitors beginning summer 2020. Carsharing involves the use of shared vehicles by the general public through a mobile app reservation system. In this project a company called Envoy will be providing the reservation platform (download Envoy There app) and will be responsible for the maintenance and cleaning of the vehicles. In light of the pandemic, Forth and its project team are taking the wellbeing and safety of carshare users and the community very seriously. As such, we are implementing the following cleaning and sanitation procedures:

Envoy maintains weekly deep-cleaning of each vehicle in its fleet. In response to COVID-19, Envoy's vehicle cleaning partners, Simply Clean, have enhanced their sanitation efforts in frequency and procedures. This includes using industrial-strength sanitation solutions on any interior and exterior touch surfaces in the vehicles including door handles, seat belts, steering wheels, drive mode shifters, radio controls, climate controls, rear-view/side-view mirrors and rear-view/side-view mirror electronic controls.

We're also recommending the following:

- Steam cleaning interior of vehicle
- During the clean keep all doors open to allow for adequate airing of the vehicle
- Circulate the air throughout the cabin (might also be a good idea to spray Lysol in the vents)

Aside from the cleaning procedures described above, the project team recognizes the need to communicate to the general public to encourage cleaning in between uses. In addition to the 'Be a Good Neighbor' Campaign (<https://www.envoythere.com/neighbor>), we're suggesting the following measures be taken:

Communication to customers:

- Email, notification on app, and notice at stations to let customers know cleaning standard and what they can do to keep themselves safe.
- Post OHA signs in English and Spanish about symptoms of COVID-19 at stations (<https://govstatus.egov.com/OR-OHA-COVID-19>). Specific link to posters are [English](#) and [Spanish](#).
- Encourage customers to bring antiviral wipes with them to wipe down steering wheel, etc. and if weather permits drive with windows down or cracked.



# CITY COUNCIL AGENDA ITEM COVER SHEET

**Meeting Date:** August 24, 2020

**To:** Honorable Mayor and Members of the City Council

**From:** Jennifer Kaden, Associate Planner

**Subject:** Resolution to Accept the Multi-Jurisdictional Parks Master Plan

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The purpose of this meeting is to accept the Multi-Jurisdictional Parks Master Plan as guidance for City decision-making, management, and planning efforts for parks and trails.

**Background:** With support from the City of Hood River, the Hood River Valley Parks & Recreation District initiated a grant-funded process in 2018 to develop a Multi-Jurisdictional Parks, Recreation & Open Space Plan for the Hood River Valley. The City Council and staff participated in the planning process to develop a coordinated plan to guide recreation planning in the Hood River area. The planning effort included extensive community engagement to identify residents' needs and priorities for parks, trails, recreation facilities, and recreation programs. Staff participated on a Technical Advisory Group and Councilors Zanmiller, Saunders, and Haynie participated on a Multi-Agency Joint Parks Plan Subcommittee to provide input and direction on drafts of the plan.

Community engagement efforts included a bi-lingual community survey, community meeting, stakeholder and focus group discussions, information tables at community events, and social media outreach in both English and Spanish. The City Council held two public work sessions and two public briefings to provide input on plan drafts regarding the vision, goals and policies master plan, agency roles, level of service goals for parks and trails, the city's role in acquisition, development and maintenance of parks and trails, recommended projects, and implementation strategies.

The final document is a reflection of the community's interests and needs for parks, recreational facilities, and trails and responds to the City Council's input and recommendations. It is the community's first multi-agency plan that provides a framework for improved coordination between the City, Parks District, County, Port of Hood River, and Hood River Valley School District to plan, develop and operate an interconnected system of parks, trails and open spaces. To accomplish this vision, the plan:

- Sets forth a collective vision for providing recreational opportunities for residents and visitors;
- Establishes goals, policies, and strategies for achieving that vision;
- Clarifies the roles of each entity for the strategies;
- Recommends a level of service standard to meet the needs of a growing community;
- Identifies areas underserved by parks and corresponding target acquisition areas to develop additional parks;
- Recognizes gaps in the bicycle and pedestrian network and recommends routes to improve connectivity for bicyclists and pedestrians;
- Identifies strategic projects to achieve the desired Level of Service;

- Encourages opportunities for shared resources and partnerships to develop and maintain parks and trails; and
- Recommends funding strategies to sustain a system of parks, trails, and recreation services to meet the recreation needs and goals of the community.

For the City, the plan identifies three target acquisition areas for neighborhood parks and identifies significant potential new trail corridors such as along Henderson Creek. The plan aligns with park acquisition and trail planning recommendations included in the Westside Area Concept Plan report and will be an important resource for amending the City's Transportation System Plan, creating a capital improvement plan for parks and trails, and potentially updating an inventory of parks in the Comprehensive Plan.

**Alternatives:** The purpose of this meeting is to acknowledge the community effort to develop and value of the first multi-jurisdictional parks, trails, and recreation plan for the Hood River area, and accept the Multi-Jurisdictional Parks Master Plan as guidance for City decision-making, management, and planning efforts for parks and trails. Alternatively, the Council could choose not to accept the Multi-Jurisdictional Parks Master Plan; direct the Council subcommittee and staff to recommend additional revisions to the plan; or accept portions of the plan.

**Suggested Motion:** I move that the City Council approve Resolution 2020-14 to accept the August 2020 draft of the Multi-jurisdictional Parks, Recreation & Open Space "Parks Plan for All" as guidance for City planning efforts for parks and trails.

**Fiscal Impact:** None

**The City Council of  
City of Hood River, Oregon  
Resolution 2020-14**

**Resolution Accepting the Hood River Area Multi-Jurisdictional Parks, Recreation & Open Space “Parks Plan for All” to inform the City’s parks planning efforts**

**WHEREAS**, the City of Hood River owns and operates numerous public parks and recreation facilities to satisfy the recreational needs of residents of and visitors to the City of Hood River;

**WHEREAS**, the Hood River Valley Parks and Recreation District, Port of Hood River, and Hood River Valley School District also provide recreational facilities for the benefit of residents of and visitors to the City of Hood River;

**WHEREAS**, the City’s Goal 8 Recreation Plan was adopted in 1983 in the Comprehensive Plan;

**WHEREAS**, the City has not adopted a parks and recreation master plan;

**WHEREAS**, the City adopted a Transportation System Plan in 2011 that includes proposed bicycle and pedestrian facilities;

**WHEREAS**, the City developed a Westside Area Concept Plan Report, including frameworks for planning for parks and open space and pedestrians and bicycles on the west side of Hood River,

**WHEREAS**, the City supported the idea of developing a planning document for use by multiple entities that provide recreation facilities in the Hood River area;

**WHEREAS**, the City of Hood River supported Hood River County’s planning grant application to the Oregon Parks and Recreation District’s Local Government Grant Program to develop a multi-jurisdictional master plan for parks and recreation in the Hood River area;

**WHEREAS**, the Oregon Parks and Recreation District awarded a planning grant to Hood River County to develop a multi-jurisdictional master plan for parks and recreation and the Hood River Valley Parks and Recreation District oversaw the planning effort;

**WHEREAS**, the planning process included an extensive community engagement effort including community meetings, community survey, stakeholder discussions, focus groups, and information booths at public events that produced input from approximately 1,400 individuals;

**WHEREAS**, the City dedicated staff time to the cooperative planning process to develop a multi-jurisdictional master plan for parks and recreation and participated in a Technical Advisory Group;

**WHEREAS**, the Hood River City Council appointed Councilors Zanmiller, Saunders, and Haynie to participate in a Multi-Agency Joint Parks Plan Sub-Committee that met five times to discuss drafts of the master plan;

**WHEREAS**, the August 2020 draft of the multi-jurisdictional plan incorporates the Hood River City Council recommendations for improving the plan;

**WHEREAS**, the August 2020 draft of the multi-jurisdictional plan includes recommendations for collaboration with other recreation facility providers to plan, build, and sustain a system of parks and trails to provide recreational opportunities for residents of and visitors to the Hood River area;

**WHEREAS**, the August 2020 draft of the multi-jurisdictional plan aligns with the City's Goal 8 section of its Comprehensive Plan; the City's 2020 goal to address community needs for parks and open space; the City's 2020 goal to encourage bicycle and pedestrian access; and the Westside Area Concept Plan Report;

**WHEREAS**, the multi-jurisdictional plan does not amend the City's Comprehensive Plan or land use regulations, but it can inform future legislative amendments of these documents and future land use and management decisions related to recreational areas within the City;

**WHEREAS**, the multi-jurisdictional plan can also serve to inform City planning, management and funding strategies such as the creation of a capital improvement plan for parks and trails, formulation of a city system development charge for parks, or amendments to the City's Transportation System Plan;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Hood River accepts the August 2020 draft of the Multi-jurisdictional Parks, Recreation & Open Space "Parks Plan for All" as guidance for future City planning, management and financing efforts related to recreational use areas, city parks, and pedestrian and bicycle trails.

Approved and Effective this 24th day of August, 2020 by the Hood River City Council.

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Kate McBride, Mayor

Attest:

Approved as to form:

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Jennifer Gray, City Recorder

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Daniel Kearns, City Attorney

# CITY COUNCIL AGENDA ITEM COVER SHEET

**Meeting Date:** August 24, 2020

**To:** Honorable Mayor and Members of the City Council

**From:** Will Norris, Finance Dir. / Asst. City Manager  
Neal Holste, Chief of Police

**Subject:** Police Space Needs Analysis – Site Selection Continued

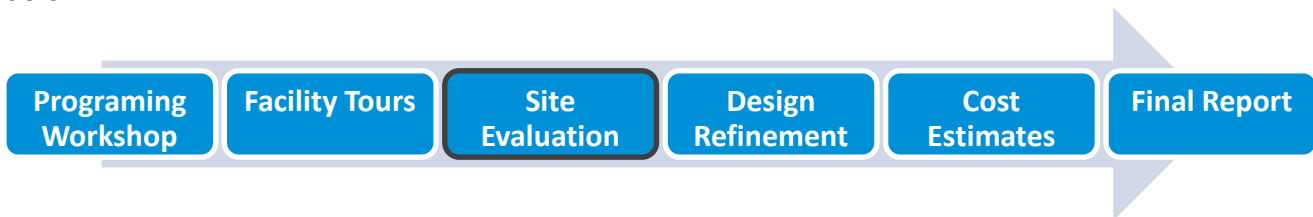
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## Background

This item is following an initial Police Facility Site Analysis City Council Discussion Item at the May 25<sup>th</sup> Regular Meeting. This staff reports adds the analysis of a 7<sup>th</sup> possible site and a new project alternative to include preliminary design of a parking garage.

The City of Hood River has no record of its Police Department ever occupying a purpose-built facility. Department operations have periodically shuffled between sharing space at various governmental and privately leased office space. Operations are currently located in the daylight basement of City Hall. This space cannot accommodate growth and lacks basic functionalities necessary for modern policing, such as ventilated evidence processing, back-up power, training space, sally port, and secure interview rooms.

The City Council prioritized a Police Department Space Needs Analysis at its 2018 goal setting session. Mackenzie Architecture (Mackenzie) was selected by competitive solicitation to perform the work. A standard police space needs analysis includes the six steps outlined in the graphic below.



Mackenzie performed a programming workshop in early 2019. This included conducting interviews with police department staff and observing department operations over the course of a typical day. This work resulted in an initial space program of 16,124 sq. ft. This size was tailored to meet the projected Hood River police force size in 2040, with the expectation the building will be in use until at least 2060. After receiving the preliminary space program, the project team, including Command staff, City Management, Mayor McBride & Councilor Saunders toured example police facilities in Canby, Gresham, and Sandy. The goal of the tours is to get a firsthand understanding of spatial dimensions and building functionality. After the tours, the project team reduced the preliminary building size to 13,178. This final space program was accepted by the City Council on August 12, 2019 leading to the next step of site evaluations. Additional project information is posted to the City's website at: [cityofhoodriver.gov/police/police-facility-planning/](http://cityofhoodriver.gov/police/police-facility-planning/)

## Discussion

Seven sites were evaluated and ranked based on the International Association of Chiefs of Police (IACP) guidelines. Example IACP criteria include, public access by multiple modes, size/shape of site, cost of site (both acquisition & development), proximity to geographic city center and to other government offices, security, land use compatibility, and response times. Each criterion is given a point value and weighting. The table below summarizes the potential sites.

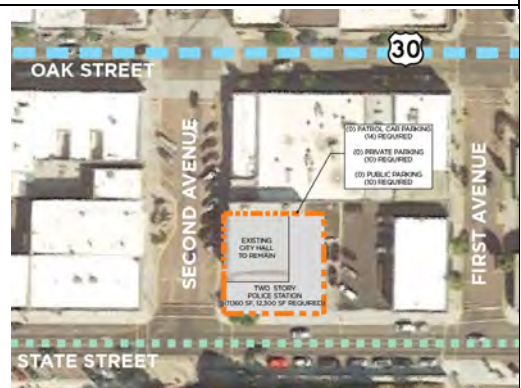
### 7<sup>th</sup> - Public Works Yard (Staff 49pts / Mackenzie 44pts)

The public works yard ranked lowest. This site has significant security and access issues for a 24/7 public facility. It will also require purchasing property from Hood River County and reconfiguring their buildings elsewhere on the Yard. Development costs are a major risk as it will take additional analysis to estimate the amount of environmental remediation necessary for redevelopment. The advantages of the site are proximity to the existing Fire Station, public ownership, and location in the geographic center of the community.



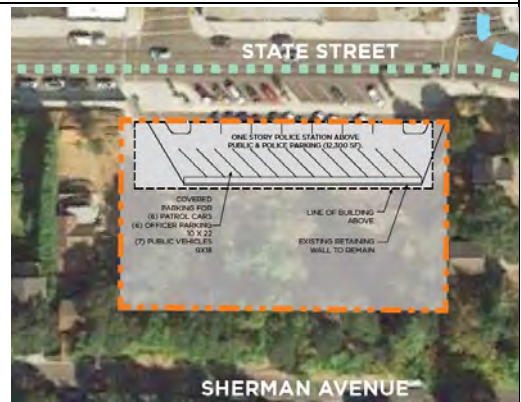
### 6<sup>th</sup> - City Hall (Staff 44pts / Mackenzie 51pts)

The next lowest ranked option is further remodeling and reconfiguring City Hall. The positives of the site include maintaining a connection to City Administration and utilizing downtown parking assets. However, fusing a new building built to essential public safety standards on to an existing 100-year old structure is a mismatch in useful lifespans and adds unnecessary retrofitting costs. The site also doesn't support a sally port that was identified as a need in the space program. Lastly, the basement of City Hall is already needed for community development functions as the 2<sup>nd</sup> floor of City Hall is no longer sufficient for the number of existing staff.



### 5<sup>th</sup> - State Street Lot (Staff 66pts / Mackenzie 64pts)

This parcel requires building on stilts over the ground floor lot to preserve parking. The location is near City Hall and on publicly owned land. However, the site will have high construction costs associated with building a second-floor building into a steep hillside. ADA access requires an elevator which will reduce parking availability and add expense. The sally port designated as a need in the space program is not possible on this site.



**4<sup>th</sup> - 3540 Cascade Ave** (Staff 79pts / Mackenzie 78pts)

This parcel represents a greenfield development opportunity for the new police facility. The site is about twice the size needed, allowing for other development opportunities like affordable housing or parks. The disadvantages are cost of acquisition and ingress/egress. Access from State Hwy 30 is not feasible for left in and out turns. This means that primary access will need to be from a ramp from Wine Country Ave. The lack of on street parking requires that peak parking demands be met by a large off-street parking lot. The remote location also creates undesirable disconnection from other City facilities.



**3<sup>rd</sup> - Cascade Lot** (Staff 79pts / Mackenzie 81pts)

The Cascade Lot keeps the Police Department located downtown with good access to public parking and public transit. Urban Renewal Funding can be deployed to replace lost off-street parking by building a structured parking garage one block away at the Columbia Lot or acquiring other surface spaces. Development costs on the site are minimized because the site is already served by utilities and fits with district zoning. Because the site is City owned, there are no third-party landowners that must be negotiated with before the project proceeds. Another advantage of building the Cascade Lot.



**2<sup>nd</sup> - Pool** (Staff 93pts / Mackenzie 85pts)

The Hood River Valley Parks and Recreation pool location is ideal in many ways. The site is in the geographic center of the City and next to City Public Works and Fire Department offices.

The site's primary obstacle is the timeline and lack of site control. If this site is selected, then the police facility project will be paused indefinitely until a new parcel for the pool is identified, funds secured for its relocation, and the current site vacated. This risks the City's ability to run a bond election before the Fire Station levy expires. It also leaves the department in a sub-standard facility for an extended period.



**1<sup>st</sup> - Columbia Lot** (Staff 94pts / Mackenzie 101pts)

The Columbia Lot was added by City Council suggestion at the May 25<sup>th</sup> City Council Meeting. The parcel scored very highly on the IACP rating criteria. This is because the Columbia lot has the same advantages as the Cascade Lot, but is larger which allows for simpler design and more police vehicle parking. The Columbia lot will eliminate 60 public parking spaces as compared to the loss of 48 spaces in the Cascade lot. A parking garage or acquisition of surface parking is an eligible expense for the Columbia Cascade Urban Renewal District to make sure all lost downtown parking spaces are replaced.



**Alternatives:**

The existing scope of work with Mackenzie calls for two sites to be chosen for block diagrams before a single site is chosen for final design refinement and cost estimation. Choosing a single site will result in a small contract savings. The City may want to adjust the project to include a parking garage if a downtown parking lot is selected for the Police Facility. The City has contemplated the need for a downtown parking garage for at least a decade. Adding a parking garage to the project will allow the use of urban renewal dollars and will be more cost effective than designing both projects separately. A project scope adjustment will also allow an opportunity to re-assess the County’s interest in sharing space in a future facility now that their public safety operating levy has passed.

Project Options	Impact to Mackenzie Contract
<p><b>I. Select a Single Site, instead of Two Sites</b>                      Skip conceptual block designs for two sites as specified in the existing scope of work and move directly to final preliminary design and cost estimation for a single site. Choosing one site will generate some contract savings.</p>	<p>(\$1,000)</p>
<p><b>II. Select Two Sites for Block Design</b>                      The selection of two sites for block designs is the status quo contract with Mackenzie.</p>	<p>\$0</p>
<p><b>III. Choose Parking Lot, Add Parking Garage to Project</b>                      Ending Mackenzie’s contract early will result in initial savings. The cost for a new preliminary design and cost estimation contract will be determined through competitive bid and is subject to City Council award.</p>	<p>(\$11,125)</p>

**Timing Considerations**

The Hood River Police department will benefit from a purpose-built facility as soon as one is available. The upcoming expiration of the Fire Station General Obligation Bonds in 2022 creates a natural opportunity to forward a construction levy to voters that will not result in a net tax increase.



It is advisable to run a bond election before 2022 so that if it is initially unsuccessful the City can reconfigure the project and run a revised bond election before the Fire Station levy expires.

**Staff Recommendation:**

Select the City Council's preferred site and continue to preliminary design and cost estimation. If the Columbia Lot is chosen, staff recommends ending the current contract with Mackenzie early and reissuing an RFP for preliminary design and cost estimation for a project that includes a parking garage.

**Fiscal Impact**

Discontinuation of the current Mackenzie contract will result in a contract savings of \$11,135.

**Suggested Motion:**

"I move to identify the Columbia Street Lot as the City Council's preferred site for the City's first purpose-built Police Facility and direct staff to proceed with a Request for Proposal for preliminary site design and cost estimation for the project to include a parking garage to ensure no net-loss to downtown parking space availability"

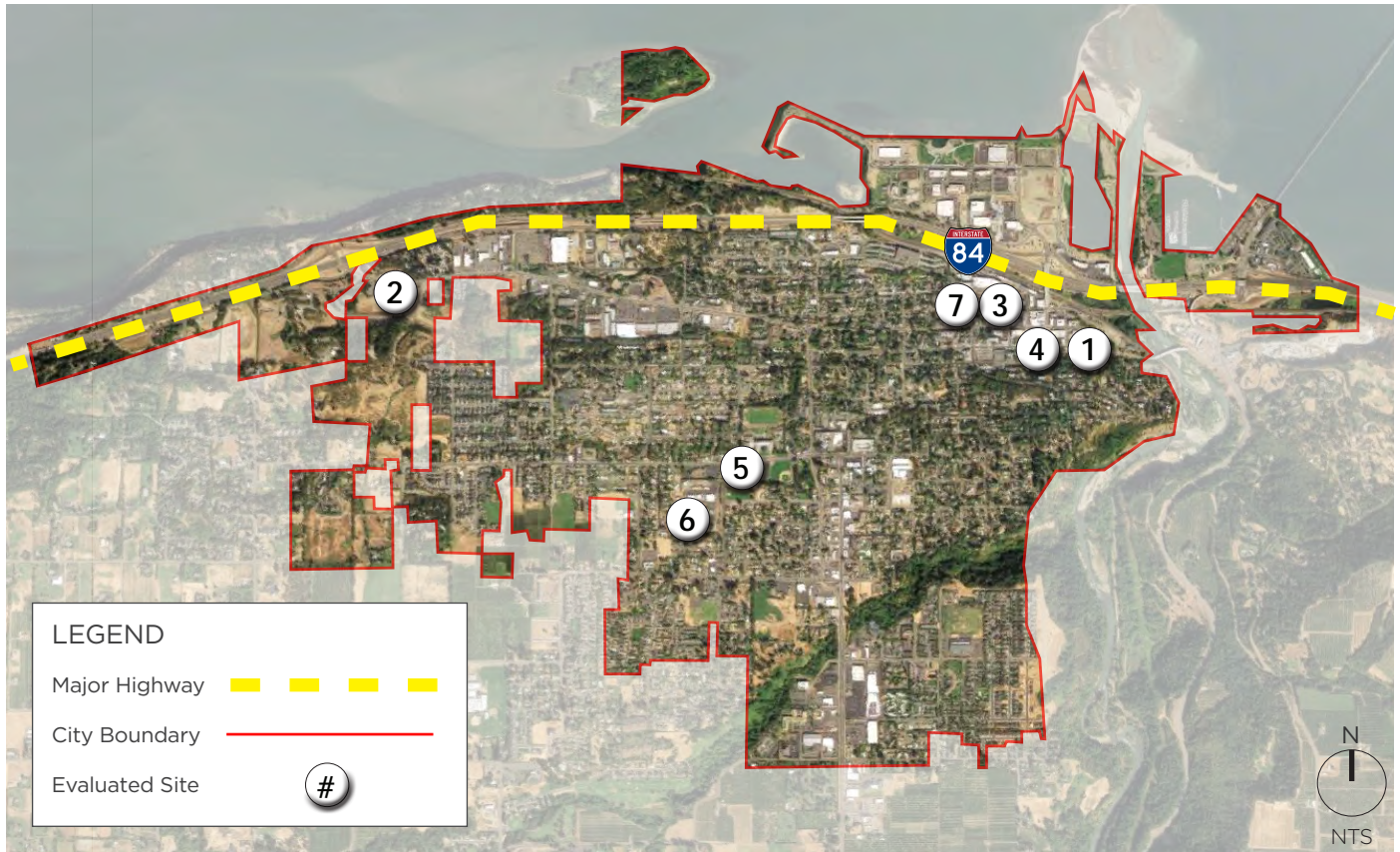
Attachment:

- a) Mackenzie Site Analysis

# POTENTIAL SITES EVALUATION

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# MAP OF POTENTIAL SITES



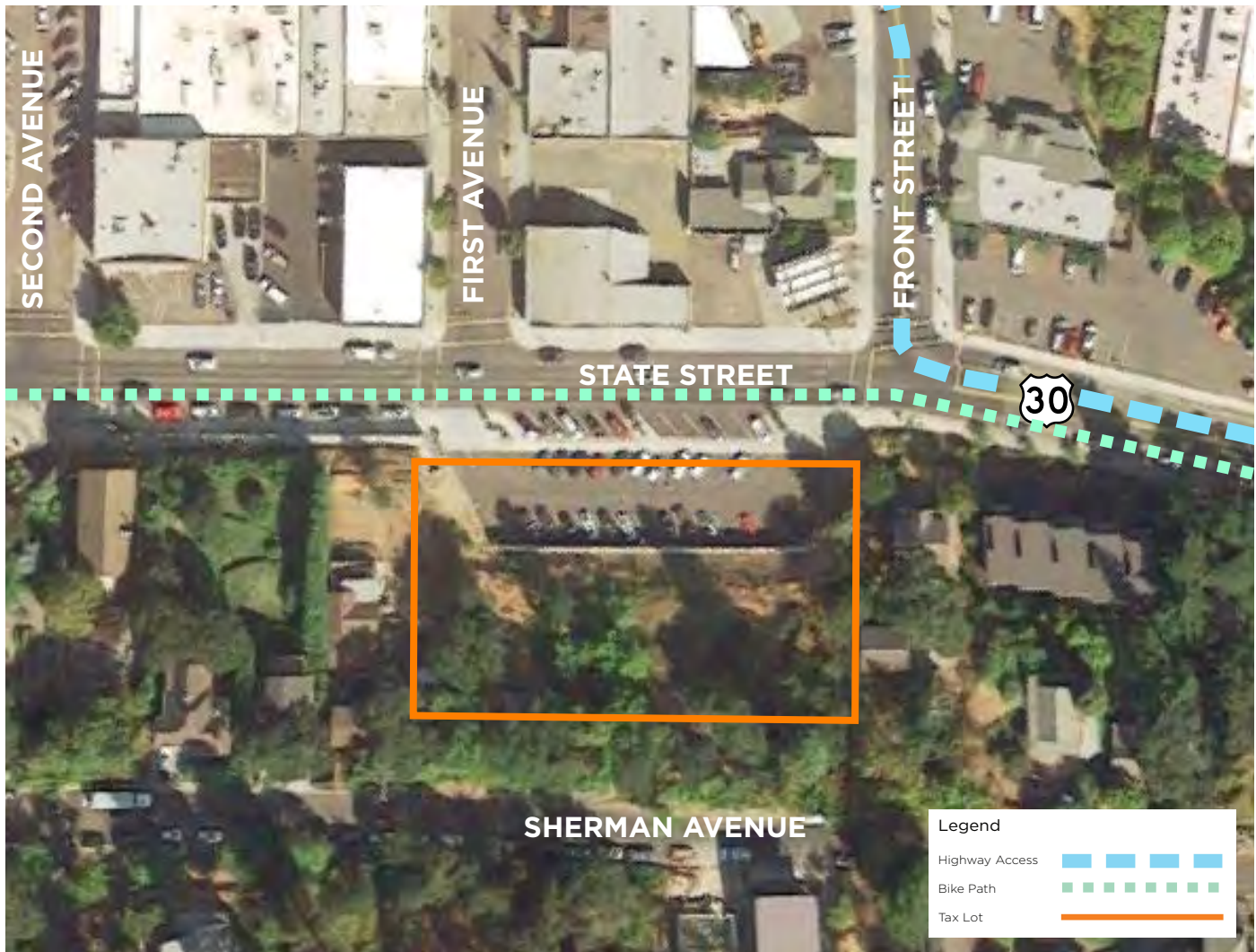
The current site conditions and development criteria for the seven sites selected by the City of Hood River and Hood River Police Department are outlined in the Land Use Matrix on pages 03-04 and 03-05. The zoning for each of the sites allows for construction of a police facility either permitted outright or as a conditional use.

Shown above is a map indicating the city limits and the selected sites.

- SITE 1: State Street Lot
- SITE 2: 3540 Cascade Avenue
- SITE 3: Cascade Lot
- SITE 4: City Hall
- SITE 5: Pool
- SITE 6: Public Works Yard
- SITE 7: Columbia Lot

	<b>SITE 1: STATE ST LOT</b>	<b>SITE 2: 3540 CASCADE AVE</b>	<b>SITE 3: CASCADE LOT</b>
<b>PROPERTY ADDRESS</b>	State Street and Front	3540 Cascade Avenue	4XX Cascade Avenue
<b>SITE AREA</b>	36,155 sq. ft tax lot	145,800 sq. ft tax lot	27,880 sq. ft tax lot
<b>TAX LOT(S)</b>	03N10E25DC05900	03N10E27D01500	03N10E25CD04600
<b>OWNER</b>	CITY OF HOOD RIVER	GILL, WILLIS HOWARD & ELIZABETH ANN	CITY OF HOOD RIVER
<b>ZONE &amp; JURISDICTION</b>	C-2 City of Hood River	C-2 City of Hood River	C-2 City of Hood River
<b>OVERLAY ZONE</b>	Historic District	Interchange Access Management Plan Zone Access Management Block	Historic District
<b>ALLOWED USE</b>	Conditional Use	Conditional Use	Conditional Use
<b>FLOOR AREA RATIO</b>	N/A	N/A	N/A
<b>MIN. LANDSCAPE REQUIREMENTS</b>	5% may be raised or street amenity	15%	5% may be raised or street amenity
<b>MAX. LOT COVERAGE</b>	None	85%	None
<b>MIN. PARKING RATIO</b>	1 Space Per Employee (Fee In Lieu)	1 Space Per Employee	1 Space Per Employee (Fee In Lieu)
<b>MAX. BUILDING HEIGHT</b>	45 feet	45 feet	45 feet
<b>BUILDING SETBACKS</b>	None	None	None
<b>SLOPES/TREES</b>	Retained and Upper Terrace Trees	Limited	Flat and Paved
<b>TRAFFIC IMPACT</b>	Traffic Impact Analysis Completed	Interchange Access Management Plan Zone Access Management Block	Interchange Access Management Plan Zone Access Management Block
<b>PROPERTY AVAILABILITY</b>	City Owned	Not on Market	City Owned
<b>SYSTEM DEVELOPMENT CHARGES</b>	Plus Second & Oak District Proportionate Share	Plus Cascade and Rand District Proportionate Share	Plus 2nd & Oak District Proportionate Share

SITE 4: CITY HALL	SITE 5: POOL	SITE 6: PUBLIC WORKS YARD	SITE 7: COLUMBIA LOT
211 Second Street	1601 May Street	1200 18th Street	6XX Columbia Avenue
3,050 sq. ft tax lot	58,800 sq. ft tax lot	49,650 sq. ft tax lot	36,842 sq. ft tax lot
03N10E25DC03800	03N10E35AD02403	03N10E35AC00500	03N10E25CD4000
CITY OF HOOD RIVER	GILL, WILLIS HOWARD & ELIZABETH ANN	CITY OF HOOD RIVER	CITY OF HOOD RIVER
C-2 City of Hood River	OS/PF	OS/PF	C-2 City of Hood River
Historic District	Goal 8 Inventory	None	Historic District
Conditional Use	Permitted Uses Subject to Site Plan Review	Permitted Uses Subject to Site Plan Review	Conditional Use
N/A	N/A	N/A	N/A
5% may be raised or street amenity	15%	15%	5% may be raised or street amenity
None	85%	85%	None
1 Space Per Employee (Fee In Lieu)	1 Space Per Employee (Fee In Lieu)	1 Space Per Employee (Fee In Lieu)	1 Space Per Employee (Fee In Lieu)
45 feet	45 feet	45 feet	45 feet
None	10 feet	10 feet	None
Flat and Paved	Developed	Developed	Flat and Paved
Interchange Access Management Plan Zone Access Management Block	Traffic Impact Analysis Completed	Traffic Impact Analysis Completed	Interchange Access Management Plan Zone Access Management Block
City Owned	Publicly Owned	City Owned	City Owned
Plus 2nd & Oak District Proportionate Share	N/A	N/A	Plus 2nd & Oak District Proportionate Share



### SITE 1: STATE STREET LOT

#### LOCATION

- State Street and Front Street  
Hood River, OR
- Tax Lot: 03N10E25DC05900

#### SIZE

- 0.83 Acres

#### ZONING

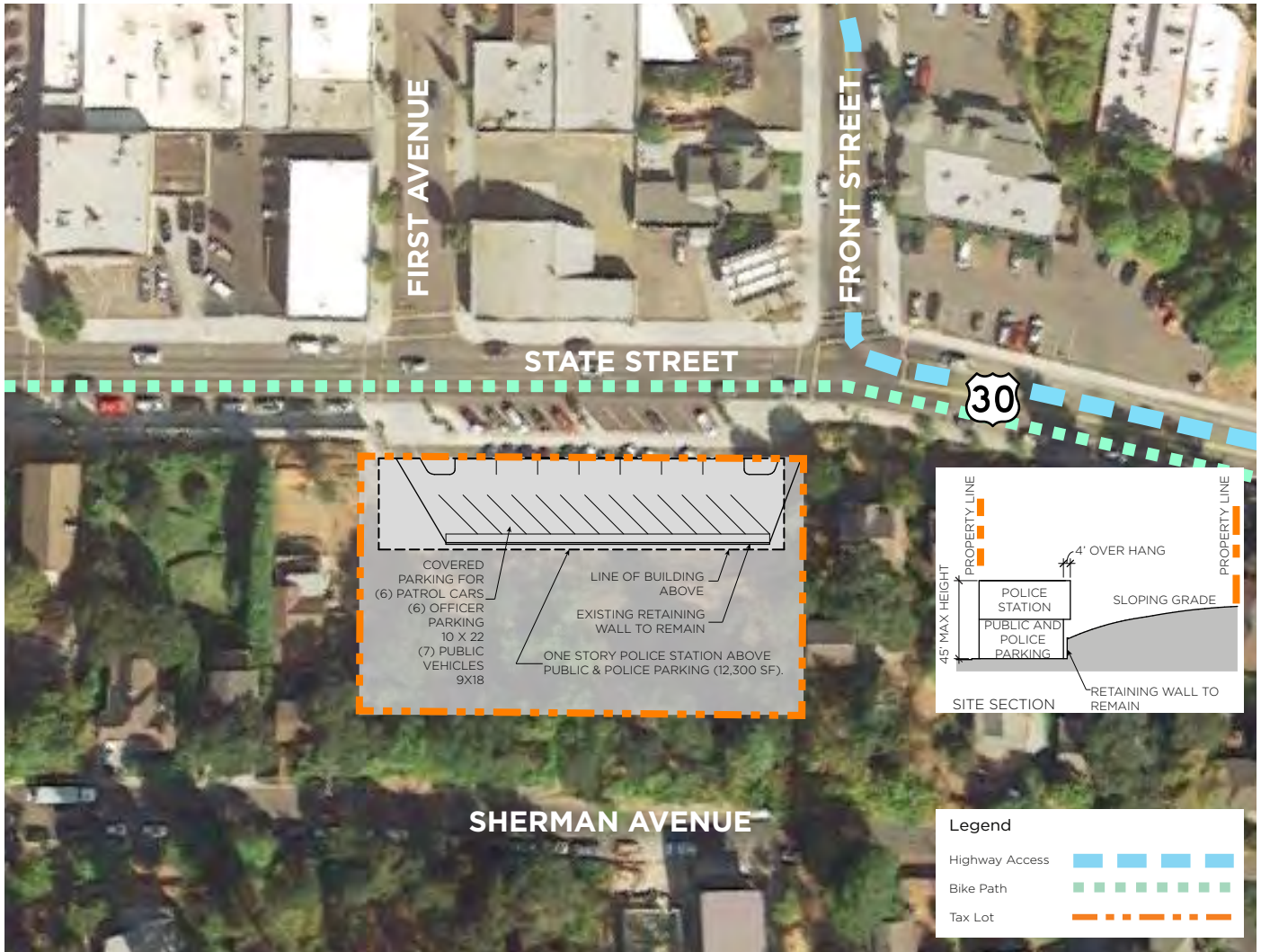
- C-2

#### TRANSPORTATION ACCESS

- Highway 30 via State Street

#### SITE INFORMATION

- Building Setbacks: None
- Maximum Building Coverage: 95%
- Max. Building Height: 45 ft
- Minimum Parking Ratio:  
1 Space / Employee (Fee in Lieu)



**PROGRAM**

- One story police station
- One story covered parking

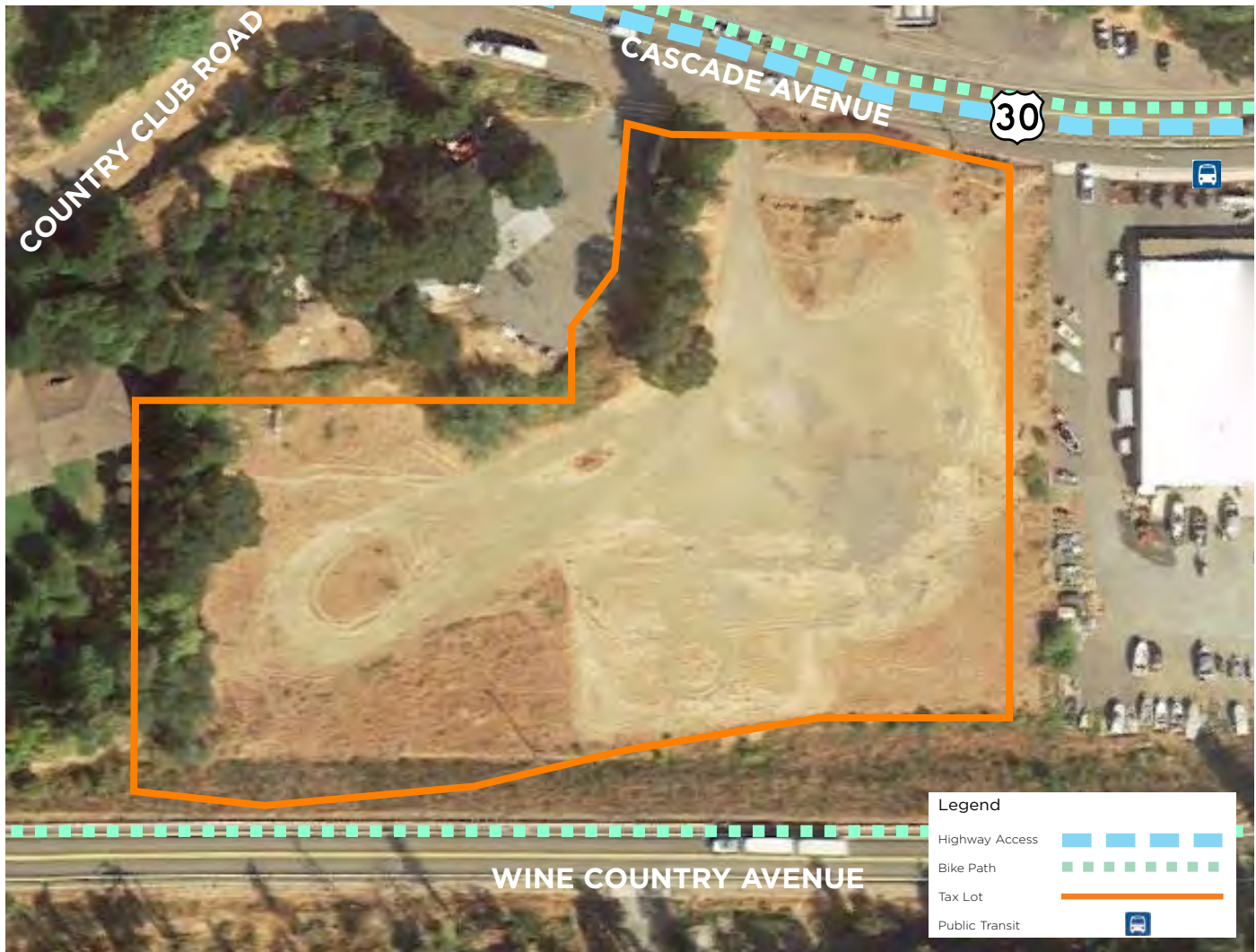
**PROS**

- Direct access to Highway 30
- Opportunity for secure underground parking
- Located in the heart of downtown
- City Owned
- Maintains downtown presence and proximity to City Offices
- Utilizes existing fitness facility, thus allowing a smaller building

**CONS**

- Potential need of remove trees
- Potential need of site excavation
- Detainee circulation shares with public through elevator
- Expensive construction cost
- Frontage improvements required
- Will not allow sally port





SITE 2: 3540 CASCADE AVE

**LOCATION**

- 3540 Cascade Avenue  
Hood River, OR
- Tax Lot: O3N10E27D01500

**SIZE**

- 3.37 Acres

**ZONING**

- C-2

**TRANSPORTATION ACCESS**

- Cascade Avenue (Highway 30)

**SITE INFORMATION**

- Building Setbacks: None
- Maximum Building Coverage: 85%
- Max. Building Height: 45 feet
- Minimum Parking Ratio:  
1 Space / Employee



**PROGRAM**

- One story police station
- Public and secured parking

**PROS**

- Public transit
- Large site
- Direct access to major highways: I-84 and Highway 30
- Potential to sell off the extra land or use for other City priorities such as affordable housing or park
- In the path of development

**CONS**

- Sandy site condition
- Located outskirts of city boundary
- Not on Market
- Frontage improvements required



**SITE 3: CASCADE LOT**

**LOCATION**

- 4XX Cascade Avenue  
Hood River, OR
- Tax Lot: 03N10E25CD04600

**SIZE**

- 0.64 Acres

**ZONING**

- C-2

**TRANSPORTATION ACCESS**

- Highway 30 via 4th and 5th Street

**SITE INFORMATION**

- Building Setbacks: None
- Maximum Building Coverage: 95%
- Max. Building Height: 45 feet
- Minimum Parking Ratio:  
1 Space / Employee (Fee in Lieu)



**PROGRAM**

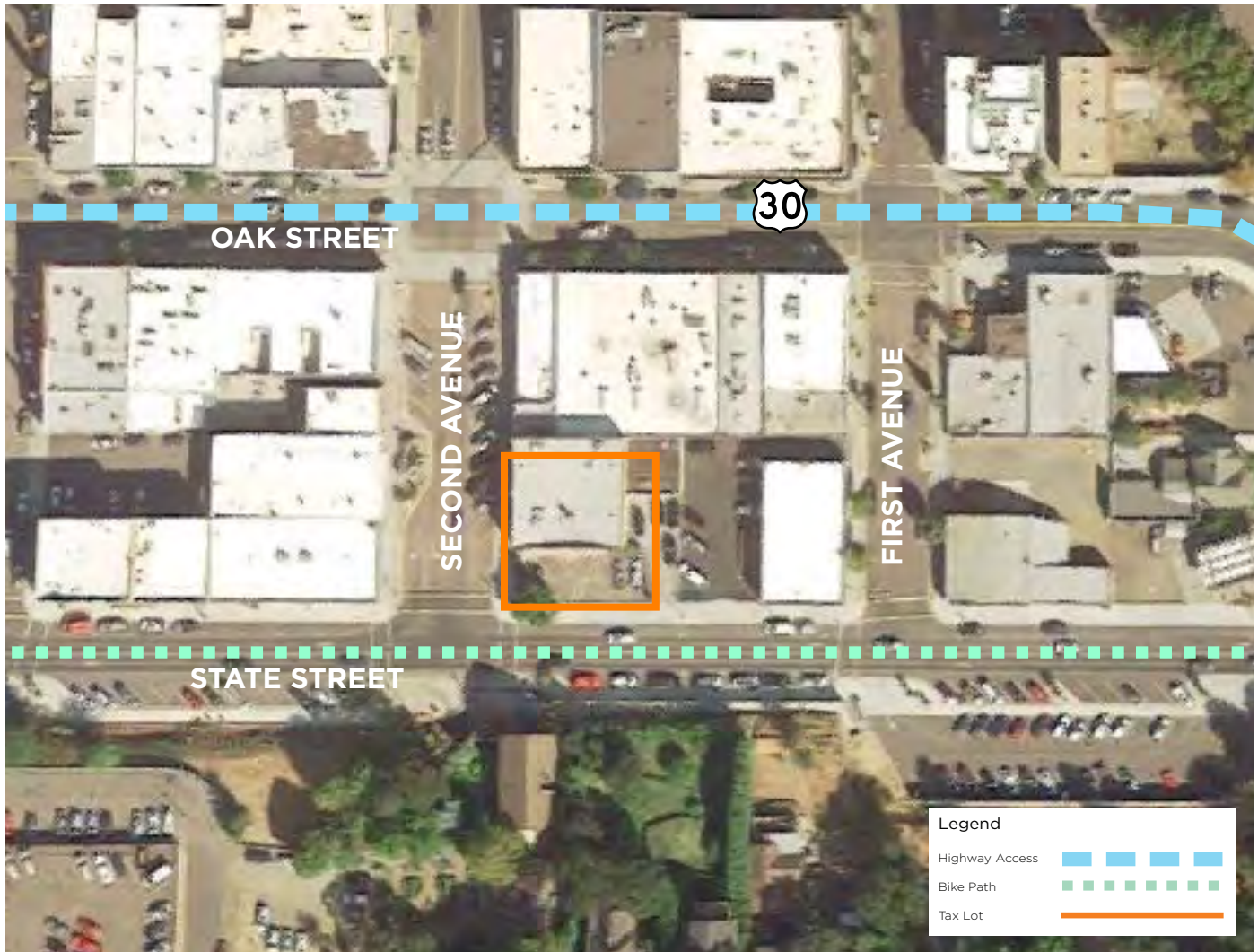
- One story police station
- Secured parking

**PROS**

- Densify downtown
- Buildable site
- Located in the heart of downtown
- City Owned
- Utilizes existing fitness facility, thus allowing a smaller building

**CONS**

- Small site
- Vertical construction cost
- No public transit or bike path
- Edge of city boundary
- Frontage improvements required
- Requires building a Parking Garage to replace lost public parking



### SITE 4: CITY HALL

#### LOCATION

- 211 Second Street  
Hood River, OR
- Tax Lot: 03N10E25DC03800

#### SIZE

- 0.07 Acres

#### ZONING

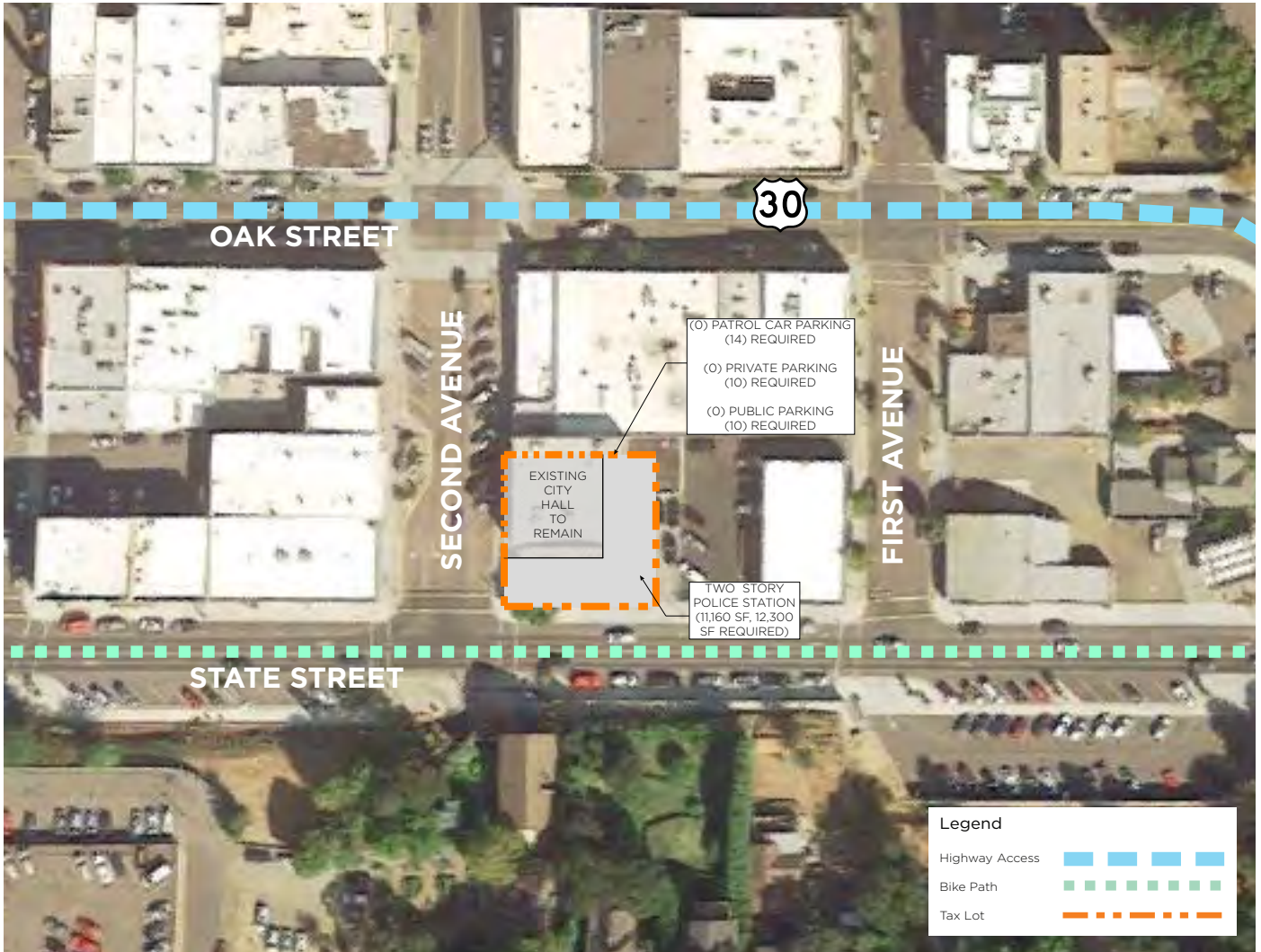
- C-2

#### TRANSPORTATION ACCESS

- Highway 30 via Second Avenue

#### SITE INFORMATION

- Building Setbacks: None
- Maximum Building Coverage: 95%
- Max. Building Height: 45 feet
- Minimum Parking Ratio:  
1 Space / Employee (Fee in Lieu)



**PROGRAM**

- Two story police station

**PROS**

- Known location
- Located in the heart of downtown
- Convenient access to city
- City Owned
- Utilizes existing fitness facility, thus allowing a smaller building

**CONS**

- Vertical construction costs
- Edge of city boundary
- Not enough space for program's needs
- Compromise existing structure
- (0) Patrol car parking / (4) Required
- (0) Private parking / (4) Required
- Frontage improvements required
- Integrates a new building with a 100+ year old building, complicating maintenance and long-term facility planning



### SITE 5: POOL

#### LOCATION

- 1601 May Street  
Hood River, OR
- Tax Lot: O3N10E35AD02403

#### SIZE

- 1.35 Acres

#### ZONING

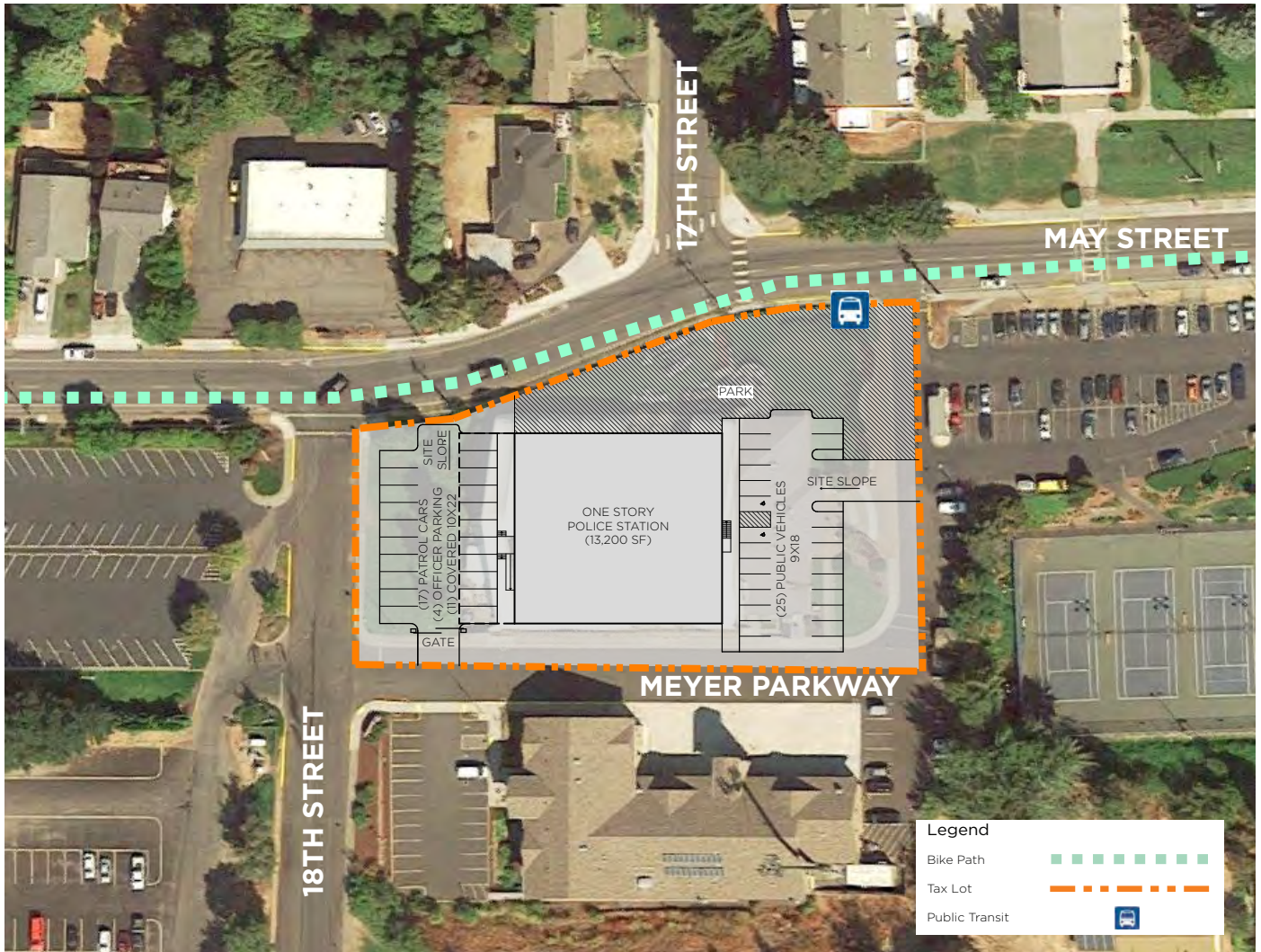
- OS/PF

#### TRANSPORTATION ACCESS

- Public Transit

#### SITE INFORMATION

- Building Setbacks: 10 feet
- Maximum Building Coverage: 85%
- Max. Building Height: 45 feet
- Minimum Parking Ratio: 1 Space/Employee



**PROGRAM**

- One story police station
- Public and secured parking

**PROS**

- Near supporting facility
- Bike and Public Transit
- Located in the center of city boundary
- Buildable site

**CONS**

- Need to relocate of existing civic facility
- Site demo costs
- Public agencies need to agree for land sale
- Frontage improvements required
- Public Owned
- Delays police facility construction for multiple years while a site to relocate the pool is found





## SITE 6: PUBLIC WORKS YARD

### LOCATION

- 1200 18th Street  
Hood River, OR
- Tax Lot: O3N10E35AC00500

### SIZE

- 1.14 Acres

### ZONING

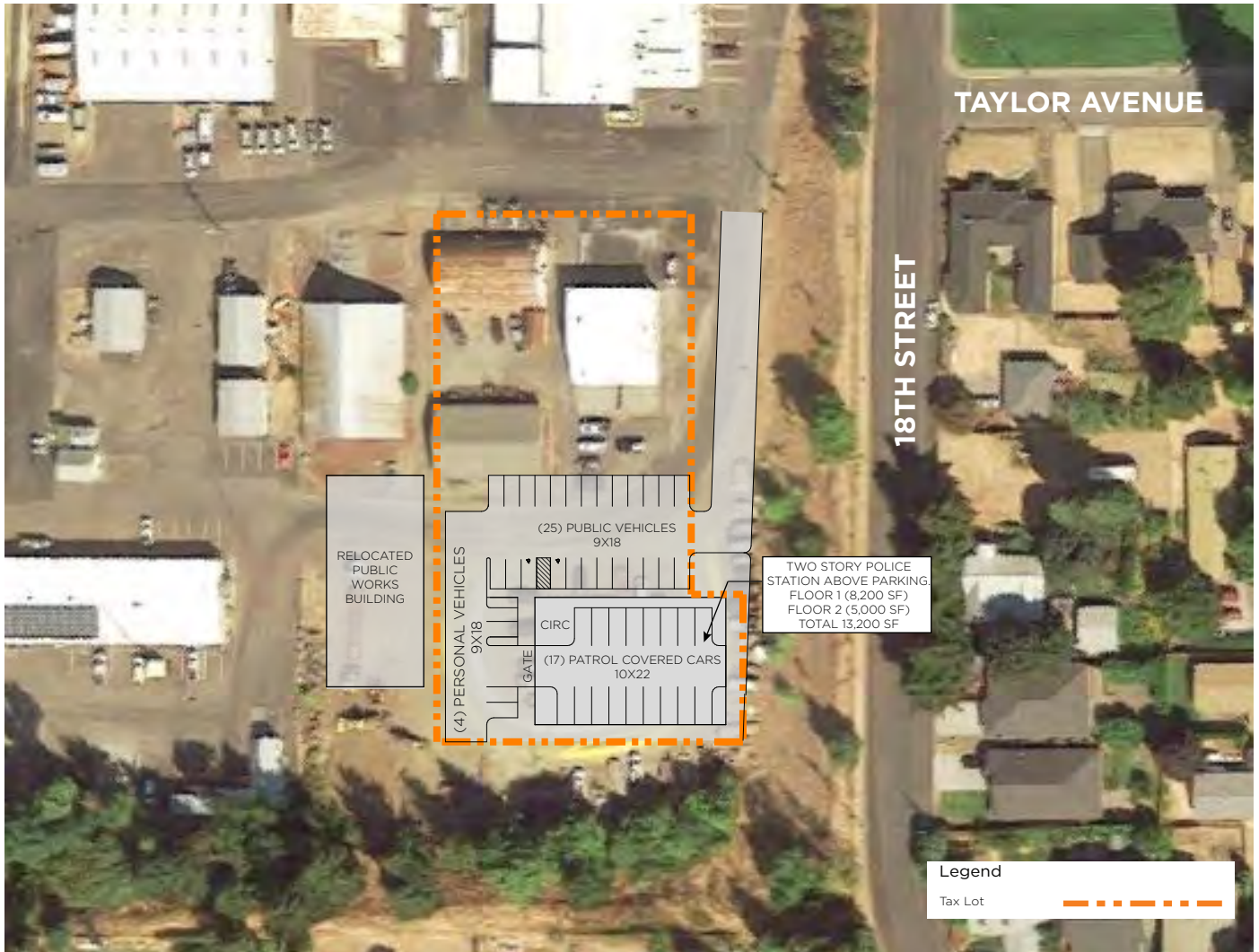
- OS/PF

### TRANSPORTATION ACCESS

- Local Access Road

### SITE INFORMATION

- Building Setbacks: 10 feet
- Maximum Building Coverage: 85%
- Max. Building Height: 45 feet
- Minimum Parking Ratio: 1 Space/Employee



**PROGRAM**

- Two story police station
- Public and secured parking

**PROS**

- Buildable Site
- City Owned

**CONS**

- Need of some site demo construction
- No public transit or bike path
- Challenging access point
- Relocate one public works building
- Frontage improvements required
- Delays project for several years while a replacement site for Public Works is identified



## SITE 7: COLUMBIA LOT

### LOCATION

- 6XX Columbia Avenue  
Hood River, OR
- Tax Lot: 03N10E25CD 4000

### SIZE

- 0.85 Acre

### ZONING

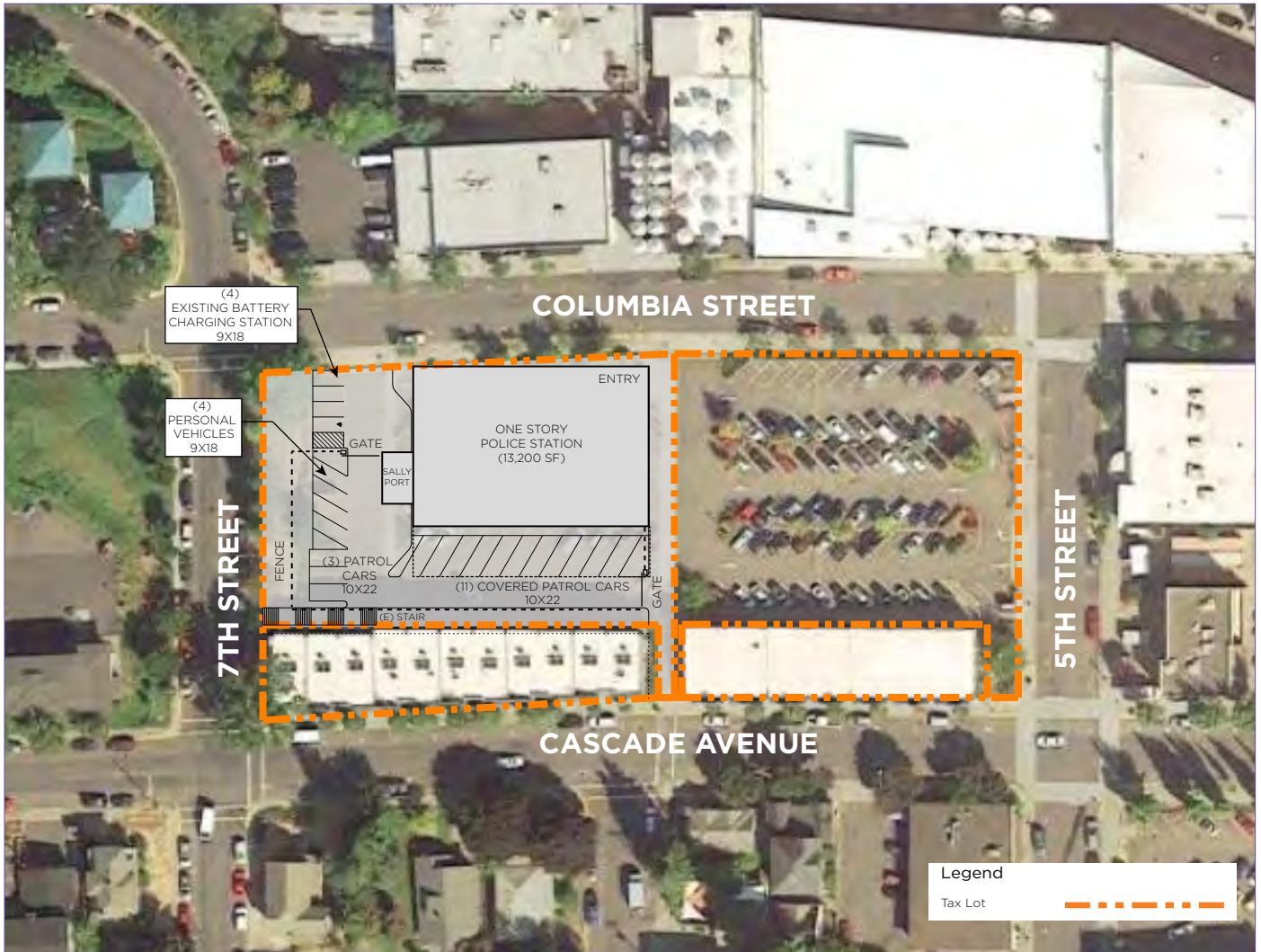
- C-2

### TRANSPORTATION ACCESS

- Local Access Road

### SITE INFORMATION

- Building Setbacks: None
- Maximum Building Coverage: None
- Max. Building Height: 45 feet
- Minimum Parking Ratio: 1 Space/Employee



**PROGRAM**

- One story police station
- Secured parking

**PROS**

- Located near the heart of downtown
- City Owned
- Buildable Site

**CONS**

- Adjacent residential view impacts
- Limited public parking
- (4) Personal vehicles parking / (10) Required
- Frontage improvements required
- Requires building a Parking Garage to replace lost public parking

# IMPORTANCE FACTOR SCORING CRITERIA

## 1. **COST OF LAND/SITE DEVELOPMENT:**

Ranking evaluates the availability of property for purchase and assessed purchase price of each property. Ranking evaluates anticipated development costs of the property, including but not limited to existing infrastructure, hazardous material remediation, demolition of existing structures and topographical challenges.

## 2. **SIZE OF SITE:**

Ranking evaluates the usable site acreage available for development within the property boundaries.

## 3. **SHAPE OF SITE:**

Ranking evaluates the shape of the site, with particular emphasis on irregularities that present challenges to parking and building layout, access, visibility and general efficiencies.

## 4. **POTENTIAL FOR MULTI-USE:**

Ranking evaluates multiple use opportunities for expansion of the Police facility, co-location of other city functions within the confines of the site, supported access, parking and general placement of a new Police facility.

## 5. **PUBLIC ACCESS TO SITE - VEHICLE:**

Ranking evaluates vehicular access to and from the site for both the public and the Police Department. Vehicular access evaluations took into consideration proximity to major arterial streets and highways, visibility and way-finding and ease of circulation once on site.

## 6. **PUBLIC ACCESS TO SITE - TRANSIT:**

Ranking evaluates proximity to public transit infrastructure including light rail stations and bus stops, as well as frequency of routes.

## 7. **PUBLIC ACCESS TO SITE - PEDESTRIAN/BICYCLE:**

Ranking evaluates the ease of access for pedestrians and bicycles to and from the site.

## 8. **VISIBILITY AND PROMINENCE:**

Ranking evaluates the visibility and prominence the site offers for placement and development of a new civic structure for the City of Hood River. Visibility and prominence can be impacted by alternative parameters such as size and shape of site, natural constraints such as terrain and floodplains and available positioning within the site for the building and parking.

## 9. **PROXIMITY TO GOVERNMENT FUNCTIONS:**

Ranking evaluates the proximity of the site to other civic structures, functions and property owned by the City of Hood River.

## 10. **NEIGHBORHOOD CONTEXT:**

Ranking evaluates the context of the site and surrounding property. Evaluations took into account the nature of a Police department and the scale of the facility as it relates to adjacent commercial, industrial or residential properties.

**11. POSITIONING FACILITY ON SITE:**

Ranking evaluates the flexibility of positioning the facility on the site to maximize visibility and prominence, security and potential for multi-use.

**12. SECURITY:**

Ranking evaluates the ability to appropriately locate the facility, public parking, secure parking and access to and from the site in a manner that supports the safety and security parameters associated with a Police facility.

**13. TRAFFIC CONGESTION:**

Ranking evaluates street infrastructure, signals, one-way and two-way streets and potential traffic impacts associated with development of a new Police facility.

**14. EXPANSION TO ADJACENT SITES:**

Ranking evaluated on the prospective site's direct adjacency to potential future property that could be acquired for either future expansion or development of alternative City functions.

**15. PROXIMITY TO GEOGRAPHIC CENTER:**

Ranking evaluates the property's proximity to Hood River's city center. As a central headquarters, centralizing the facility within the service area is essential while coupling placement with close proximity to major vehicular streets, arterials and highways.

**16. CURRENT OWNERSHIP:**

Ranking evaluates the current ownership of the property, required purchase for multiple parcels and difficulties associated with land acquisition of property.

**17. LAND USE:**

Ranking evaluates the current use allowance (permitted outright or through a conditional use) and other general zoning regulations.

**18. RESPONSE TIME:**

Ranking evaluates the property's proximity to response areas.

# IMPORTANCE FACTOR MATRIX

RANKED: 1 - 7

(1<sup>ST</sup>: MOST SUITED; 7<sup>TH</sup>: LEAST SUITED)

	SITE 1:		SITE 2:	
	STATE STREET LOT		3540 CASCADE AVE	
	HR	M	HR	M
1. COST OF LAND / SITE DEVELOPMENT	5	4	4	6
2. SIZE OF SITE	2	2	7	7
3. SHAPE OF SITE	2	2	6	6
4. POTENTIAL FOR MULTI - USE	2	2	7	7
5. PUBLIC ACCESS TO SITE - VEHICLE	3	3	7	4
6. PUBLIC ACCESS TO SITE - TRANSIT	4	5	1	4
7. PUBLIC ACCESS TO SITE - PEDESTRIAN	4	5	2	4
8. VISIBILITY AND PROMINENCE	6	3	2	4
9. PROXIMITY TO GOVERNMENT FUNCTIONS	6	6	1	1
10. NEIGHBORHOOD CONTEXT	4	3	3	2
11. POSITIONING FACILITY ON SITE	4	2	6	7
12. SECURITY	3	3	7	6
13. TRAFFIC CONGESTION	2	4	7	3
14. EXPANSION TO ADJACENT SITES	2	4	7	7
15. PROXIMITY TO GEOGRAPHIC CENTER	3	2	1	1
16. CURRENT OWNERSHIP	6	6	3	2
17. LAND USE	3	3	2	1
18. RESPONSE TIME	5	5	6	6
<b>ASSESSMENT SCORE</b>	<b>66</b>	<b>64</b>	<b>79</b>	<b>78</b>
<b>CUMULATIVE RANK (BASED ON AVERAGE SCORE)</b>	<b>5<sup>TH</sup></b>		<b>4<sup>TH</sup></b>	

SITE 3: CASCADE LOT		SITE 4: CITY HALL		SITE 5: POOL		SITE 6: PUBLIC WORKS YARD		SITE 7: COLUMBIA LOT	
HR	M	HR	M	HR	M	HR	M	HR	M
6	5	3	3	1	2	2	1	7	7
3	3	1	1	5	4	4	5	6	6
4	4	1	1	5	5	3	3	7	7
3	5	1	1	6	3	5	4	4	6
4	6	2	2	5	5	1	1	6	7
5	3	3	2	6	7	2	1	7	6
7	2	6	6	3	7	1	1	5	3
7	6	3	2	5	5	1	1	4	7
5	5	7	7	3	3	2	2	4	4
6	6	2	7	7	5	1	1	5	4
3	4	2	1	7	5	1	3	5	6
4	4	1	2	6	7	2	1	5	5
3	6	1	5	6	2	4	1	5	7
3	5	1	1	6	3	4	2	5	6
2	4	4	3	7	7	6	6	5	5
5	5	4	4	1	1	2	3	7	7
5	4	1	2	7	7	6	6	4	5
4	4	1	1	7	7	2	2	3	3
<b>79</b>	<b>81</b>	<b>44</b>	<b>51</b>	<b>93</b>	<b>85</b>	<b>49</b>	<b>44</b>	<b>94</b>	<b>101</b>
<b>3<sup>RD</sup></b>		<b>6<sup>TH</sup></b>		<b>2<sup>ND</sup></b>		<b>7<sup>TH</sup></b>		<b>1<sup>ST</sup></b>	



# ORDINANCE NO. 2055

## An Ordinance Amending Title 5 of the Hood River Municipal Code, by amending Chapter 9 (Re-titled Transient Lodging Tax).

The Hood River City Council adopts the following findings:

**WHEREAS**, the City of Hood River is an Oregon home-rule charter municipal corporation with a City Charter that grants it all the powers and authority that the constitution, statutes and common law of the United States and this State expressly or impliedly grant or allow as though each such power was specifically enumerated; and

**WHEREAS**, the City's transient lodging tax was last updated in 1996; and

**WHEREAS**, periodic updates to municipal code is necessary to keep the language current with changes in the transient rental industry, particularly relative to new online booking platforms;

**NOW THEREFORE**, the City Council for the City of Hood River ordains that Title 5, Chapter 9, of the Hood River Municipal Code is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

**READ FOR THE FIRST TIME** this 10th day of August 2020.

**READ FOR THE SECOND TIME** and adopted this \_\_\_\_\_ day of August 2020. This Ordinance shall take effect on the 31<sup>st</sup> day following the second reading.

\_\_\_\_\_  
Kate McBride, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Gray, City Recorder

\_\_\_\_\_  
Daniel Kearns, City Attorney

# EXHIBIT A

## CHAPTER 5.09 - TRANSIENT LODGING TAX

*Legislative History:* Ord. 1500 (1981); Ord. 1582 (1986); Ord. 1609 (1988); Ord. 1727 (1996)

### SECTIONS:

- 5.09.010 Title
- 5.09.020 Definitions
- 5.09.030 Tax Imposed
- 5.09.040 Rules for Collection
- 5.09.050 Lodging Tax Collector's Duties
- 5.09.060 Exemptions
- 5.09.070 Registration of Lodging Tax Collector - Form and Contents - Execution - Certification of Authority
- 5.09.080 Due Date - Returns and Payments
- 5.09.090 Penalties and Interest
- 5.09.100 Deficiency Determinations - Fraud - Evasion - Delay
- 5.09.110 Redeterminations
- 5.09.120 Security for Collection of Tax
- 5.09.130 Lien
- 5.09.140 Refunds
- 5.09.150 Collection Fee
- 5.09.160 Administration
- 5.09.170 Appeals to City Council
- 5.09.180 Severability
- 5.09.190 Violations
- 5.09.200 Additional Penalties

5.09.010 Title. There is added to the Hood River Municipal Code Chapter 5.09 entitled "transient lodging tax" and those sections and subsections that are hereafter set forth. (Ord. 1500, 1981)

5.09.020 Definitions. Except where the context otherwise requires, the definitions given in this section govern the meanings of the following words and phrases as used in this chapter.

"Accrual accounting" means a system of accounting in which the Lodging Tax Collector enters the rent due from a transient on their records when the rent is earned, whether or not it is paid.

"Cash accounting" means a system of accounting in which the Lodging Tax Collector does not enter the rent due from a transient on their records until the rent is paid.

"Chapter" means Chapter 5.09 of the Hood River Municipal Code.

"Council" means the City Council of the City of Hood River, Oregon.

"Lodging Facility" means any structure or any portion of any structure which is occupied or intended or designed for transient occupancy for less than a thirty-day period, for dwelling, lodging or sleeping purposes, and includes any hotel, inn, bed and breakfast, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, roominghouse, apartment house, public or private dormitory, fraternity, sorority, public or private club, space in mobile home, condominium, cabin, tent camping, or trailer

parks or similar structure, or portions thereof so occupied, provided such occupancy is for less than a thirty-day period.

“Lodging Intermediary” means a person other than a lodging provider that facilitates the rental of lodging and:

1. Charges for occupancy of the lodging facility; or
2. Collects the consideration charged for occupancy of the lodging; or
3. Receives a fee or commission and requires the lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the lodging

“Lodging Provider” mean the person who is the proprietor of a lodging facility in any capacity. Where the Lodging Provider performs their functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an lodging provider for the purposes of this chapter and shall have the same duties and liabilities as their principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall be considered to be compliance by both.

“Lodging Tax Collector” means a Lodging Provider or Lodging Intermediary

"Occupancy" means the use or possession, or the right to use or possession for lodging or sleeping purposes of any room or rooms in a lodging facility, or space in a mobile home or trailer park, or portion thereof.

"Person" means any individual, partnership, firm, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or other legal entity, group, or combination thereof acting as a unit.

"Rent" means the consideration charged, whether or not received by the lodging tax collector, for the occupancy of space in a lodging facility valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction.

"Tax" means either the tax payable by the transient or the aggregate amount of taxes due from a lodging provider during the period for which they are required to report their collections.

"Tax administrator" means the City Recorder or Finance Director of the City of Hood River.

"Transient" or “Occupant” or “Transient Occupant” means any person who exercises occupancy or is entitled to occupancy in a lodging facility for a period of less than thirty consecutive calendar days, counting portions of calendar days as full days. The day a transient checks out of the lodging facility shall not be included in determining the thirty-day period if the transient is not charged rent for that day by the lodging tax collector. Any such individual so occupying space in a lodging facility shall be deemed to be a transient until the period of twenty-nine days has expired, unless there is an agreement in writing between the lodging provider and the occupant providing for a longer period of occupancy. (Ord. 1582, 1986; Ord. 1500, 1981)

#### 5.09.030 Tax Imposed.

- A. For the privilege of transient occupancy in any lodging facility each Transient shall pay a tax in the amount of eight percent of the rent charged, including all charges other than taxes, paid by a transient for Occupancy of the Lodging Facility.
- B. The tax constitutes a debt owed by the transient to the City which is extinguished only by payment to the lodging tax collector or to the City. The transient shall pay the tax to the lodging tax collector of the lodging facility at the time the rent is paid.
- C. The lodging tax collector shall enter the tax on their records when rent is collected if the lodging tax collector keeps their records on the cash accounting basis, and when earned, if the operator keeps his records on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the lodging tax collector with each installment. If for any reason the tax due is not paid to the lodging tax collector of the lodging facility, the tax administrator may require that such tax be paid directly to the City.

In all cases, the rent paid or charged for occupancy shall exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations, and parking space in mobile home parks or trailer parks. (Ord. 1609, 1988; Ord. 1500, 1981)

5.09.040 Rules for Collection.

- A. The lodging provider or lodging intermediary that collects the consideration charged for occupancy of a lodging facility, or a lodging intermediary as defined in HRMC 5.09.020, as applicable, is responsible for collecting any lodging tax and shall file a return and pay the tax to the tax administrator, reporting the amount of the tax due during the reporting period to which the return relates.
- B. Every lodging tax collector renting a room or portion thereof in this City, the occupancy of which is not exempted under the terms of this chapter, shall collect a tax from the occupant. The tax collected or accrued by the lodging tax collector constitutes a debt owed by the operator to the City.
- C. In all cases of credit or deferred payment of rent, the payment of tax to the lodging tax collector may be deferred until the rent is paid, and the lodging tax collector shall not be liable for the tax until credits are paid or deferred payments are made.
- D. Under the supervision of the City Manager, the tax administrator shall enforce the provisions of this chapter and shall have the power to adopt rules and regulations not inconsistent with this chapter as may be necessary to aid in the enforcement.
- E. For rent collected on portions of a dollar, the first one cent of tax shall be collected on five cents through twenty-one cents inclusive; and the second one cent of tax on twenty-two cents through thirty-eight cents; and the third one cent of tax on thirty-nine cents through fifty-five cents; the fourth one cent of tax on fifty-six cents through seventy two cents; the fifth one cent of tax on seventy-three cents through eighty-nine cents and the sixth one cent of tax on ninety cents through the next one dollar and four cents of rent. (Ord. 1500 (part), 1981)

5.09.050 Lodging Tax Collector's Duties.

- A. Each lodging tax collector shall collect the tax imposed by this chapter at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the operator's records and any receipt rendered by the lodging tax collector to the transient. If a single amount is stated on the Operator's records or receipts without a breakout between rent and tax, the tax administrator will deem the entire amount is rent and tax will be calculated on the total amount. No imputation of tax is permitted. No lodging tax collector shall advertise that the tax or any part of the tax will be assumed or absorbed by the lodging tax collector, or that it will not be added to the rent, or that, when added, any part will be refunded, except in the manner provided by this chapter. (Ord. 1500 (part), 1981)

5.09.060 Exemptions. No tax imposed under this chapter shall be imposed upon:

- A. Any occupant for thirty consecutive calendar days or more;
- B. Any person who pays for lodging on a monthly basis, irrespective of the number of days in such month;
- C. Any occupant whose rent is of a value less than two dollars per day;
- D. Any occupant whose rent is paid for hospital room or to a mental clinic, convalescent home or home for aged people. (Ord. 1582 §2, 1986; Ord. 1500 (part), 1981)

5.09.070 Registration of Operator - Form and Contents - Execution - Certification of Authority.

Every person engaging or about to engage in business as an lodging tax collector of a lodging facility in this City shall register with the tax administrator on a form provided by the tax administrator. Lodging tax collectors engaged in business at the time this chapter is adopted must register not later than fifteen calendar days after passage of the ordinance codified in this chapter. Lodging tax collectors starting business after this chapter is adopted must register within fifteen calendar days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment or collection of the tax, regardless of registration. The registration shall set forth the name under which a lodging tax collector transacts or intends to transact business, the location of his place or places of business, and such other information to facilitate the collection of the tax as the tax administrator may require. The registration shall be signed by the lodging tax collector. The tax administrator shall, within ten days after registration, issue without charge a certificate of authority to each registrant to collect the tax from the occupant, together with a duplicate thereof for each additional place of business for each registrant. Certificates shall be non-assignable and non-transferable and shall be surrendered immediately to the tax administrator upon the cessation of business at the location named or upon the sale or transfer of the business. Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed so as readily to be seen and come to the notice of all occupants and persons seeking occupancy.

The certificate shall, among other things, state the following:

- A. The name of the lodging tax collector;
- B. The address of the lodging facility;
- C. The date when the certificate was issued;

D. "This transient occupancy registration certificate signifies that the person named on the face hereof has fulfilled the requirements of the transient lodging tax ordinance of the City of Hood River by registration with the tax administrator for the purpose of collecting from transients the lodging tax imposed by the City and remitting the tax to the tax administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a lodging facility without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the City of Hood River. This certificate does not constitute a permit." (Ord. 1500, 1981)

5.09.080 Due Date - Returns and Payments.

A. The tax imposed by this chapter shall be paid by the transient to the lodging tax collector at the time that rent is paid. All such taxes collected by any lodging tax collector are due and payable to the tax administrator on a monthly basis on the fifteenth day of the month for the preceding month; and are delinquent on the last day of the month in which they are due.

B. On or before the fifteenth day of the month following each month of collection by a lodging tax collector, they shall file a return for the preceding month's tax collections with the tax administrator. The return shall be filed in such form as the tax administrator may prescribe.

C. Returns shall show the amount of tax collected or otherwise due for the period for which the return is filed, the total rentals upon which tax was collected or otherwise due, gross receipts of lodging tax collector amounts, and the amount of rents exempt, if any.

D. The person required to file the return shall deliver the return, together with payment of the amount of the tax due, to the tax administrator at their office, either by personal delivery, by mail, or by electronic tax return filed through reporting and payment portal furnished by the tax administrator. If the return is mailed, the postmark shall be considered the date of delivery.

E. The tax administrator, if they deem it necessary in order to insure payment or facilitate collection by the City of the amount of taxes in any individual case, may require returns and payment of the amount of taxes on other than monthly periods. (Ord. 1500, 1981)

5.09.090 Penalties and Interest.

A. Original Delinquency. Any lodging tax collector who has not been granted an extension of time for delivery of return and payment of tax due, and who fails to remit any tax imposed by this chapter prior to delinquency, shall pay a penalty of ten percent of the amount of the tax due in addition to the amount of the tax.

B. Continued Delinquency. Any lodging tax collector who has not been granted an extension of time for remittance of the tax due, and who fails to pay any delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent, shall pay a second penalty of fifteen percent of the amount of the tax due, plus the amount of the tax and the ten percent penalty first imposed.

C. Fraud. If the tax administrator determines that the nonpayment of any remittance due under this chapter is due to fraud or intent to evade the provisions of this chapter, a penalty of twenty-five percent of the amount of the tax shall be added thereto in addition to all other penalties provided for under this chapter.

D. Interest. In addition to the penalties imposed, any lodging tax collector who fails to remit any tax imposed by this ordinance shall pay interest at the rate of one percent per month or fraction thereof, without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

E. Penalties Merged With Tax. Every penalty imposed and such interest as accrues under the provisions of this section shall be merged with and become a part of the tax herein required to be paid.

F. Petition For Waiver. Any lodging tax collector who fails to deliver the return and pay the tax herein levied within the time herein stated shall pay all penalties as provided herein. However, the lodging tax collector may petition the City Council for a waiver and refund of the penalty or any portion thereof, and the City Council may, if a good and sufficient reason is shown, waive and direct a refund of a penalty or any portion thereof. (Ord. 1500 (part), 1981)

#### 5.09.100 Deficiency Determinations - Fraud - Evasion - Operator Delay.

A. Deficiency Determination. If the tax administrator determines that a tax return by this chapter is incorrect, the tax administrator may compute and determine the amount required to be paid upon the basis of the facts contained in the return, or upon the basis of any relevant and credible information. One or more deficiency determinations may be made of the amount due for one or more periods, and the amount so determined shall be due and payable immediately upon service of notice as herein provided, after which the amount due is delinquent. Penalties on deficiencies shall be applied as provided in HRMC 5.09.090.

1. In making a deficiency determination, the tax administrator may offset any overpayments that may have been made, against any underpayment for a subsequent period(s), or against penalties, and interest, on the underpayments. The interest on under payments shall be computed in the manner set forth in HRMC 5.09.090.

2. The tax administrator shall give to the operator or occupant a written notice of the deficiency. The notice may be served personally or by mail. If by mail, the notice shall be addressed to the lodging tax collector at their address as it appears in the records of the tax administrator. In case of service by mail of any notice required by this chapter, the service is complete at the time of deposit in the United States Post Office.

3. Except in the case of fraud, intent to evade this chapter or authorized rules and regulations, every deficiency determination shall be made and notice thereof mailed within three years after the last day of the month following the close of the monthly period for which the deficiency is proposed to be determined, or within three years after the return is filed, whichever period expires last.

4. Any deficiency determination shall become due and payable immediately upon service of notice and shall become final within ten days after the tax administrator has given notice thereof; provided, however, the operator may petition for redemption and

refund if the petition is filed before the determination becomes final as herein provided.

B. Fraud; Refusal to Collect; Evasion. If any lodging tax collector fails or refuses to collect the tax or to make, within the time provided in this chapter, any report or remittance of tax or any portion thereof required by this chapter, or makes a fraudulent return or otherwise willfully attempts to evade this chapter, the tax administrator shall proceed to obtain facts and information on which to base an estimate of the tax due. As soon as the tax administrator has determined the tax due that is imposed by this chapter from any lodging tax collector who has failed or refused to collect or report and remit the tax, the tax administrator shall proceed to determine and assess against such lodging tax collector the tax, interest and penalties provided for by this chapter. In case such determination is made, the tax administrator shall give notice of the amount due. The determination and notice shall be made and mailed within three years after discovery by the tax administrator of any fraud, intent to evade or failure or refusal to collect the tax, or failure to file a required return. Any determination shall become due and payable immediately upon delivery of notice and shall become final within ten days after the tax administrator has given notice thereof. However, the lodging tax collector may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.

C. Lodging Tax Collector Delay. If the tax administrator determines that the collection of any tax or any amount of tax required to be collected and paid to the City will be jeopardized by delay, or if any determination will be jeopardized by delay, the tax administrator shall determine of the tax amount required to be collected. The amount so determined shall be immediately due and payable, and the lodging tax collector shall immediately pay the determined amount to the tax administrator after service of notice thereof. The lodging tax collector may, however, petition, after payment is made, for redemption and refund of the determination, if the petition is filed within ten days from the date of service of notice by the tax administrator. (Ord. 1500, 1981)

#### 5.09.110 Redeterminations.

A. Any person against whom a determination is made under HRMC 5.09.100 or any person directly interested in the determination may petition for a redetermination and redemption and refund within the time required in HRMC 5.09.100. If a petition for redetermination and refund is not filed within the time required in HRMC 5.09.100, the determination becomes final at the expiration of the allowable time.

B. If a petition for redetermination and refund is filed within the allowable period, the tax administrator shall reconsider the determination, and if so requested provide an oral hearing and ten days notice of the time and place of the hearing. The tax administrator may continue the hearing from time to time as may be necessary.

C. The tax administrator may decrease or increase the amount of the determination as a result of the hearing; and if an increase is determined, such increase shall be payable immediately after the hearing.

D. The order or decision of the tax administrator upon a petition for redetermination and redemption and refund becomes final ten days after service upon the petitioner of notice thereof, unless appeal of such order or a decision is filed with the City Council within the ten days after service of such notice.



E. No petition for redetermination of redemption and refund or appeal therefrom shall be effective for any purpose unless the lodging tax collector has remit the disputed tax amount. (Ord. 1500 (part), 1981)

5.09.120 Security for Collection of Tax.

A. Whenever the tax administrator deems it necessary to insure compliance with this chapter, the City may require any lodging tax collector subject hereto to deposit such security in the form of cash, bond or other security as the tax administrator determines. The amount of the security shall be set by the tax administrator but shall not be greater than twice the operator's estimated average monthly liability, determined in such manner as the tax administrator deems proper, or five thousand dollars, whichever is less. The amount of the security may be increased or decreased by the tax administrator, subject to the limitations herein provided.

B. At any time within three years after any tax or any amount of tax required to be collected becomes due and payable, or at any time within three years after any determination becomes final, the tax administrator may bring an action in State Circuit Court for Hood River County or Municipal Court to collect the amount delinquent, together with penalties and interest. (Ord. 1500, 1981)

5.09.130 Lien. The tax imposed by this chapter, together with the interest and penalties herein provided and the filing fees paid to the Department of Records and Assessments of Hood River County, Oregon, and the advertising costs which may be incurred when the same becomes delinquent as set forth in this chapter, shall be and, until paid, remain a lien from the date of its recording with the Hood River County Department of Records and Assessments, and be superior to all subsequent recorded liens on all tangible personal property used in the hotel of an operator within Hood River and may be foreclosed on and sold as may be necessary to discharge said lien, if the lien has been recorded. Notice of lien may be issued by the tax administrator when the lodging tax collector is in default and the payment of said tax, interest and penalty, and shall be recorded with the Hood River County Department of Records and Assessments, and a copy sent to the delinquent operator. The personal property subject to such a lien seized by any authorized employee or agent of the City of Hood River may be sold to the highest bidder at public auction after ten days' notice thereof published once in a newspaper in the City. The City of Hood River may bid on and purchase any such personal property foreclosed upon and sold. Any such lien as shown on the records of Hood River County shall, upon payment of all taxes, penalties and interest for which the lien has been imposed, be released by the tax administrator when the full amount determined to be due has been paid to the City. The lodging tax collector or person making such payment shall receive a receipt therefor stating that the full amount of taxes, penalties and interest have been paid, and that the lien is thereby released and the record of lien satisfied. (Ord. 1500, 1981)

5.09.140 Refunds. Whenever the amount of any tax, penalty or interest imposed under this chapter has been paid more than once, or has been erroneously or illegally collected or received by the tax administrator, it may be refunded, provided a verified claim in writing therefor stating the specific reason upon which the claim is founded, is filed with the tax administrator within three years from the date of payment. The claim shall be made on forms provided by the tax administrator. If the claim is approved by the tax administrator, the excess amount collected or paid may be refunded or may be credited on any amounts then due and payable from the lodging tax collector from whom it was collected or by whom paid, and the balance may be refunded to the lodging tax collector, transient, or their personal representatives or assigns. (Ord. 1500, 1981)

5.09.150 Collection fee. Every lodging tax collector liable for the collection and remittance of the tax imposed by this chapter may withhold five percent of the net tax due to cover the expense in the collection and remittance of the tax. (Ord. 1500, 1981)

5.09.160 Administration.

A. Tourism Promotion Fund. A special fund called "the tourism promotion fund" shall be established for the purpose of promoting tourism within the City of Hood River. The tax administrator shall deposit 25 percent of all money collected under the provisions of this chapter to the credit of the tourism promotion fund. All moneys paid to this account shall be used for the promotion of tourism. The City is authorized to enter into a contract with Hood River County Chamber of Commerce or to otherwise act as the council may see fit to carry out this purpose. (Ord. 1727, 1996)

B. Records Required from Lodging Tax Collectors, etc.; Form. Every lodging tax collector shall keep guest records of room or space rentals, and accounting books and records of the room or space rentals. All these records shall be retained by the operator for a period of three years and six months after they come into being.

C. Examination of Records; Investigations. The tax administrator may examine, during normal business hours, the books, papers and records relating to room or space rentals of any lodging tax collector after notification to the lodging tax collector liable for the tax, and may investigate the business of the lodging tax collector to verify the accuracy of any return made, or if no return is made by the lodging tax collector, to ascertain and determine the amount required to be paid.

D. Confidential Character of Information Obtained; Disclosure Unlawful. Neither the tax administrator nor any person having an administrative or clerical duty under the provisions of this chapter shall make known in any manner whatever the business affairs, operations or information obtained by an investigation of records and equipment of any person required to obtain a transient occupancy registration certificate, or pay a transient lodging tax, or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures or any particular thereof, set forth in any statement or application, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof, to be seen or examined by any person; provided that nothing in this subsection shall be construed to prevent:

1. The disclosure to or the examination of records and equipment by another City of Hood River official, employee or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this chapter or collecting taxes imposed hereunder;
2. The disclosure after the filing of a written request to that effect, to the taxpayer themselves, or their receivers, trustees, executors, administrators, assigns and guarantors, if directly interested, or information as to any paid tax, any unpaid tax or amount of tax required to be collected, or interest, and penalties, provided that the City Attorney approves each such disclosure. The tax administrator may refuse to make any disclosure referred to in this paragraph when in his opinion the public interest would suffer thereby;
3. The disclosure of the names and addresses of any persons to whom a transient occupancy registration certificate has been issued;
4. The disclosure of general statistics regarding taxes collected or business done in the City. (Ord. 1500, 1981)

5.09.170 Appeals to City Council. Any person aggrieved by any decision of the tax administrator may appeal to the City Council by filing a notice of appeal with the tax administrator within ten days of the delivery of the tax administrator's decision. The tax administrator shall transmit the notice of appeal, together with the file of the matter, to the City Council which shall fix a time and place for the appeal hearing. The council shall give the appellant not less than ten days written notice of the time and place of the hearing. (Ord. 1500, 1981)

5.09.180 Severability. If any section, subsection, paragraph, sentence, clause or phrase of this chapter, or any part thereof, is for any reason held to be unconstitutional (or otherwise invalid), such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or paragraphs be declared unconstitutional (or otherwise invalid). (Ord. 1500, 1981)

5.09.190 Violations. It is unlawful for any lodging tax collector or other person so required to fail or refuse to register as required herein, or to furnish any return required to be made, or fail or refuse to furnish a supplemental return or other data required by the tax administrator or to render a false or fraudulent return, or for any person to knowingly aid in any such act. No person required to make, render, sign or verify any report shall make any false or fraudulent report with intent to defeat or evade the determination of any amount due required under this chapter. Any Person who violates any requirement or prohibition of this chapter shall be guilty of a civil infraction and subject to prosecution under HRMC Chapter 1.10 (Civil Enforcement) or any other civil judicial enforcement remedy in any court of competent jurisdiction(Ord. 1500, 1981)

5.09.200 Additional Penalties. Any person willfully violating any of the provisions of this chapter shall be guilty of an offense, and shall be subject to punishment as prescribed in Chapter 1.10 of this code. (Ord. 1500, 1981)



# CITY OF HOOD RIVER

211 2<sup>nd</sup> Street, Hood River, OR 97031 Phone: (541) 386-1488

August 24, 2020

To the MCCAC Board,

It is with pleasure that I write to you in support of Hood River Shelter Services (HRSS) and their request to MCCAC for Emergency Solutions Grant funds to support the shelter's non-congregate shelter operations for this coming winter.

Over the past ten years, The City of Hood River has supported the mission of HRSS through collaboration between various city departments as well as open communication with our city administration. Hood River Shelter Services started as a volunteer-run organization and is a true community project with many local partners. Over time, shelter operations have expanded and staff have been added in order to better serve the increasing need for emergency winter shelter in our community.

The City of Hood River recognizes that HRSS provides an important service during the winter months and that, by providing shelter to community members with unstable housing, HRSS provides a benefit to the City as well. Recognizing this benefit, the City of Hood River has chosen to allocate financial support to the shelter in order to support staffing in order to increase stability of shelter operations and dedicate time to foster community partnerships.

This year, HRSS is facing an added challenge in order to continue to meet their mission during the COVID-19 pandemic. The non-congregate shelter approach, though more costly, will allow HRSS to continue shelter operations while following updated health and safety guidelines.

We hope that MCCAC will join the City of Hood River and our other community partners in support of Hood River Shelter Services.

Sincerely,

Kate McBride  
Mayor, City of Hood River



# About Pallet

*A social purpose company on a mission to build equal opportunity access to housing and employment.*

# The Problem

1.6 billion people lack access to adequate shelter across the globe, with more than half a million in America alone.

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*“We are in the midst of a humanitarian crisis and need to be honest with ourselves; much of what we have been doing is not working.*

*- Dr. Robert G. Marbut Jr.*

*Executive Director, United States Interagency Council on Homelessness*



# The Problem

- Communities are under pressure to provide shelter to their residents experiencing homelessness.
- With finite resources, these communities are eager to consider low cost, innovative, and highly effective solutions.
- Traditional shelter solutions are expensive and require years to build.

# Our Solution

Rapid, scalable, and cost-effective shelter.

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*For more than half a million people facing homelessness across America, Pallet's durable, portable, and dignified shelters are a stepping stone out of personal crisis and into a life of stability.*





# Pallet Shelter

## Benefits:

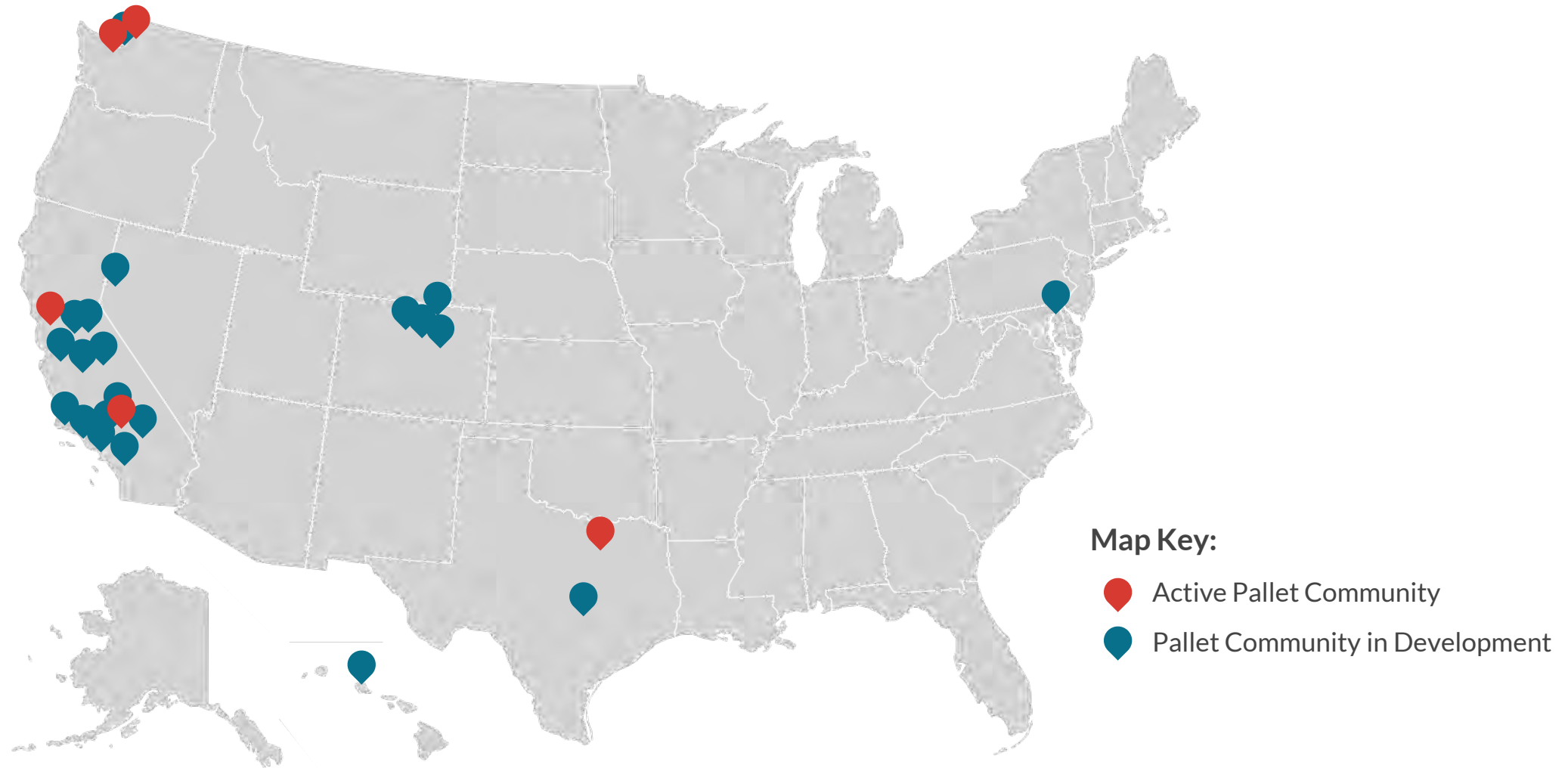
- Quick and easy to deploy
- Assembled in an hour by a team of three
- 10+ year product lifespan
- Climate control with heat, air conditioning
- Mold, mildew, and rot resistant

## Features:

- Fold-up bunk system
- Lockable door and windows
- Secure ventilation system
- Structural floor with aluminum framing
- 110mph wind rating
- 25lb per square foot snow load rating
- CO monitor
- Fire extinguisher
- Smoke detector



# Pallet Shelter Communities





# Our Employment Model

*Pallet's mission as a cause-driven, second-chance employer.*

# Our People

*People are our bottom line, and we invest in human capital to maximize the potential of our employees and the communities they serve.*

All employees who build Pallet shelters for the homeless are formerly homeless, addicted, or incarcerated themselves, and have found stability through meaningful employment, building shelters for the more than half a million people across the United States who are experiencing homelessness.

We're building a company where we invest in people, not just profits. Where all people, in all circumstances, may have the shelter that meets the needs of their families and communities.



*“We want the world to see that people’s futures are defined by their potential, not their past history.”* - Amy King, Pallet Founder and CEO

## More Than a Career

*For our employees who were formerly homeless, addicted, or incarcerated themselves, a career building shelters at Pallet is more than a paycheck — it's a life of stability, learning, and a community that cares for and supports their personal and professional growth. Employment at Pallet includes job training, support services, and a long list of other benefits.*

# Our Employee Programs:

### Manufacturing Training

We're builders at heart — whether we're building a shelter or someone's future — and train our employees with the skills they need to be successful. These skills apply not only to building shelters at Pallet, but any building in the construction industry.

### Life Skills Training

A life of stability requires more than a career and a paycheck. That's why Pallet brings experts to its manufacturing headquarters each month to advise its employees on life skills, such as how to open a bank account or obtain an identification card.

### Personal Support Services

Sometimes life happens and we all hit a speed bump — that's why the team at Pallet is here to provide support, and help its employees through their personal challenges.



# Learn More

*Visit: [www.palletshelter.com](http://www.palletshelter.com)*

*Email: [info@palletshelter.com](mailto:info@palletshelter.com)*



## **OUR MISSION**

Pallet is a social purpose company on a mission to build equal opportunity access to housing and employment. Unlike traditional companies, which exist to maximize profits, Pallet pursues social goals such as ending homelessness and developing a nontraditional workforce.

## **WE BELIEVE IN SECOND CHANCES**

Pallet is second-chance friendly—we hire and invest in people actively engaged in recovery and reintegration. All employees who build Pallet shelters are formerly homeless, addicted, or incarcerated, and have found stability through meaningful employment.



# Shelter Overview

Pallet shelters are highly adaptable and can be utilized in a wide range of applications. Made of highly durable aluminum and composite materials, our products have been proven to defy the elements and create a comfortable living space.

## BENEFITS

- Quick and easy to deploy
- Lightweight and compact when collapsed
- Safe, secure, and private
- Easily customized
- Adaptable to hot and cold climates
- Easy to clean and resistant to mold and mildew



**SHELTER 64**

## WHERE'S THE BATHROOM?

Pallet shelters are intentionally designed without kitchens and bathrooms, and are intended to be built in a community setting with these facilities.

For all applications, this has helped Pallet to reduce the price per unit. In homeless communities, this encourages residents to engage in community and access social services.



**SHELTER 100**