
Hood River City Council
211 Second St.
Hood River, OR 97031
(541) 386-1488
www.cityofhoodriver.gov

May 23, 2022

AGENDA

6:00 p.m.

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

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

The City of Hood River Council meetings can now be viewed live on YouTube. See link to connect to live meetings: <https://cityofhoodriver.gov/administration/public-meeting-upcoming-and-archived-videos/>

The 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 schedule of City public meetings.
<https://cityofhoodriver.gov/administration/meetings/>

I. CALL TO ORDER – Cell Phone Reminder

Land Acknowledgement Statement and Pledge of Allegiance

II. BUSINESS FROM THE AUDIENCE

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 three options to choose from:

- If you wish to speak during "Business from the Audience", and you are attending the meeting in person, please sign up when you arrive at the meeting by printing your name, contact information and topic/item on the sheet provided by the City Recorder.
- Submit written comments to the City Recorder at j.gray@cityofhoodriver.gov by Monday, May 23, 2022, 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.
- To address Council during Business for the Audience by Zoom, send an email (name of speaker and topic) to j.gray@cityofhoodriver.gov by Monday, May 23, 2022, no later than 12 noon. Please specify the topic your testimony addresses. Testimony will go in order of requests received. Attendees that have pre-registered will be given a Zoom link and will be unmuted by the City Recorder for 3 minutes to address Council. Public comment by Zoom will be by audio only.

At the Mayors discretion, public comments may be received prior to a specific topic of relevance during the meeting. Please observe the time limit of three minutes/person.

WORK SESSION

III. OPEN WORK SESSION

IV. AGENDA ADDITIONS OR CORRECTIONS

V. DISCUSSION ITEMS

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 – April 25, 2022, and May 9, 2022 PAGES 3-16
2. OLCC Permit Application Approval PAGES 17-19
 - Golden Goods, 111 Oak Street (new business)
 - Whiskey Tango, 112 Oak (new owners) PAGES 20-26
3. Pavement Management Program – 2022 Paving Project Contract Award, R. Rice PAGES 27-42
4. Award Construction Contract for Digester Cleaning at the Waste Water Treatment Plant, M. Janeck PAGES 43-78

IV. REGULAR BUSINESS ITEMS

1. Q4 Supplemental Budget - Res. 2022-07, W. Norris PAGES 79-82
2. Contract Amendment Crystal Greens, A. Schmid PAGES 83-132

V. MAYOR

1. House Bill 4123 Advisory Board Appointment PAGES 133-134

VI. COUNCIL CALL

VII. EXECUTIVE SESSION

Oregon Revised Statute 192.660 1 (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

VIII. ADJOURN REGULAR MEETING

**City of Hood River
City Council Work Session
April 25, 2022**

Council: Mayor Kate McBride, Megan Saunders, Tim Counihan, Jessica Metta, Erick Haynie, Gladys Rivera

Staff: City Manager Abigail Elder, Finance Director/ACM Will Norris, City Attorney Dan Kearns, Fire Chief Leonard Damian, Police Chief Neal Holste, Planning Director Dustin Nilsen, City Engineer Wade Seaborn, City Recorder Jennifer Gray, Associate Planner Jennifer Kaden, Management Analyst Haley Ellett, Attorney Chris Crean

Absent: Mark Zanmiller

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

Land Acknowledgement Statement and Pledge of Allegiance

II. BUSINESS FROM THE AUDIENCE

Dale Hill, Parkdale, OR – addressed Council regarding the proposed legislation for the Mt. Hood National Recreation area. Residents in this jurisdiction hike, bike, kayak, camp, sail, kite, surf, ski and recreate generally in the region. They are all impacted by the lack of broad and coordinated planning in the Mt. Hood area. A lack of planning and funding for services and infrastructure is perhaps the most significant problem faced. He believes that the proposed legislation will better serve residents and protect the natural resources found here. He gave a list of topics and concerns regarding further development of the proposed legislation. Improved planning can help, but care must be taken to balance additional pressure with the carrying capacity of the environment, the ecological integrity of essential natural systems and the quality of human experiences. Hill’s full statement was added the record.

III. PRESENTATIONS

1. Mid-Columbia Community Action Council Update, Kenny LaPoint
Kenny LaPoint, Executive Director of Mid-Columbia Community Action Council presented and updated to City Council. His PowerPoint presentation was added to the record.

MCCAC is the Community Action Agency serving Hood River, Wasco, and Sherman Counties. We provide Housing, Shelter, Household Utility and Home Weatherization assistance to lower income and houseless community members. Our primary funding comes from state and federal sources. Their mission is to build a better future for our community through partnership and equity-centered programs that prevent and eliminate poverty and houselessness.

The annual report is included in the presentation. In 2021, they provided over \$4 million in assistance to households throughout the region, which is a \$1.5 million increase from 2020. They paid over a million dollars in utility assistance on behalf of local households, serving 2,713

people. 46.4% of those were people of color, Native, or Latinx. MCCAC increased their production on the weatherization program. In 2021, they were able to weatherize 17 homes. In prior years, they did 5 homes. They anticipate doing 21 homes this year. They plan to receive additional funding through the Federal Infrastructure package, that will allow them to double the number of homes next year. They served 1300 households with housing assistance last year. The dollars helped people get out of homelessness, into permanent housing or funding to keep people in their existing homes. 18 veteran households served by Supportive Services for Veterans Families Program. They just added another Veteran Case Manager. That will allow them to double their case management size. They should be able to get over 30 households served in the future. In 2021, their shelter programs have had a significant impact. 20,936 nights of shelter were provided across 3 counties. In 2020, they provided 5,000 shelter nights. They were successful in placing 21 out of 80 shelter clients into permanent housing. They are starting to make more progress on placement into permanent housing.

LaPoint stated they have several large projects coming in the near future. There is a lot of work underway for The Dalles Navigation Center and permanent supportive housing. There is a site selected where they plan to build 75 units, for permanent support housing.

LaPoint gave an overview of what is planned for The Dalles Navigation Center. There will be a social services center on site where clients can receive services from multiple providers. The site will also be the location of their shelter. They have received a total of \$3 million from the Oregon Legislature. They have received \$500,000 in American Recovery Act Funding from the City of the Dalles, \$400,000 from Wasco County and \$2.5 million from Oregon Housing Community Services and Oregon Health Authority. The project at this point in time from a development standpoint, is fully funded. They hope to have the project completed by June 30, 2023.

2022 Point in Time Count: Hood River County

71 individuals experiencing homelessness (+15)
35 Unsheltered (+22); 36 Sheltered (-7)
15 self-identified as having a mental illness (+10)
7 identified having a substance use disorder (+1)
3 Veterans (-2)
13 Native Community Members (+11)
10 Latinx Community Members (-2)
6 People of Color (-1)
4 Children and Youth under the age of 24 (-12)

*(+/-) change from 2020 PIT Count

LaPoint stated House Bill 4123 was passed during Legislative Session. Association of Oregon Counties and League of Oregon Cities sponsored this bill. Hood River County, Wasco County, Sherman County, City of Hood River and City of The Dalles all supported in participating in this legislation. Mid-Columbia Community Action Council was identified as the lead agency, as part of this pilot project. The Bill passing means they will receive over a million dollars in resources to do homeless coordination, across the three counties and two cities.

The Mid-Columbia Homeless Collaborative continues to meet and will begin the real work of developing the strategic plan during its May meeting.

Councilor Saunders asked LaPoint how the City can continue support the work that is being

done.

LaPoint stated as the City goes into the budget process, consider how publicity can contribute to some of the projects happening; flexible resources they can utilize to provide services.

Council thanked LaPoint for all the work that has been done. It is an incredibly important service.

IV. PUBLIC HEARINGS

1. Resolution 2022: Declaring Property Surplus and Authorizing Sale or Lease of Tax Lot 500 to Big River Community Land Trust, A. Elder

Mayor McBride opened the public hearing at 6:33 p.m. and read the rules regarding the public conduct.

Elder presented the staff report. Tonight's hearing is a designation for a sale of property on Tucker Road. The parcel is approximately .007 acres. The property was previously used by the City's water system for a pressure release valve. The City was approached by the Big River Community Land Trust. They are interested in building a unit of affordable housing on the site.

There was no public testimony.

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

Councilor Saunders suggested a minor modification to the resolution. Under the final further resolved, second bullet point it states, "construction of a single-family home." She does not want to limit the type of unit that can be built. She would like it to match the language used everywhere else in the resolution and have it state "construction of affordable housing." Council agreed.

All members of Council where is support of the sale of the property.

Motion: I move to add Resolution 2022-04, with the minor amendment mention tonight designating certain City-owned property interests as surplus and authorizing their sale on tonight's consent agenda.
First: Saunders
Second: Rivera
Discussion: None
Vote: Motion passed (roll called)
Ayes: McBride, Saunders, Counihan, Metta, Haynie, Rivera
Nays: None
Abstentions: None
Excused: Zanzmiller

Mayor McBride adjourned the public hearing at 6:43 p.m.

WORK SESSION

V. OPEN WORK SESSION – 6:43 p.m.

VI. AGENDA ADDITIONS OR CORRECTIONS

VII. DISCUSSION ITEMS

1. Affordable Housing Strategy Report, J. Kaden, Beth Goodman
Kaden and Goodman presented. Goodman's PowerPoint presentation was added to the record.

The purpose of this discussion is to present the final report of the Council's Affordable Housing Production Strategy and seek input on any final adjustments needed to adopt the strategy.

The City's Affordable Housing Strategy identifies policy tools and actions the City can use to encourage development of supported, long-term affordable housing – defined for this project as housing for individuals earning up to 120% of MFI – and an implementation plan. ECONorthwest provided technical assistance on the project, Council formed an advisory community task force to provide feedback on the strategies, and the project team conducted listening sessions with groups of stakeholders for additional community input.

The advisory community task force met five times to discuss strategies and provide input on priorities. The discussions were well attended and included different perspectives about priorities that are reflected in the report including:

- Address the need for both rental and ownership units and a variety of unit types to accommodate different household sizes and stages of life,
- Focus on realistic strategies with most impact and quick implementation,
- Help people retain and improve existing housing that is generally more affordable than new market-rate housing, including manufactured homes,
- Correlate subsidies to affordability, with priority for the most affordable units, and
- Give highest priority to the strategies for: land banking, affordable housing ordinance, nonprofit tax exemption, and project subsidies for new construction.

Additionally, ECONorthwest and staff held seven listening sessions with additional groups of stakeholders including social and community service providers, employers, local builders, affordable housing developers from across the region, Latino community members, and local government agency leaders.

To ensure the strategies address equity, the project team was intentional in considering who we engaged in the stakeholder discussions and how the strategies address the needs of the most vulnerable people in the community.

Housing data tells us that the greatest need for housing in Hood River is for households with incomes less than 50% of median family income. The Affordable Housing Strategy represents a blueprint for Council to focus its efforts on actions with the greatest likelihood to make a difference for people most in need.

The tools and actions included in the report will not solve the need entirely and the City cannot solve affordability issues alone. The report includes strategies most fitting and relevant to the city and that can be implemented in the near term.

ECONorthwest presented an overview of the report, input provided by task force members and stakeholders, the intended outcomes, the proposed strategies to achieve the outcomes, and the

considerations moving forward into implementation. The strategies provide a spectrum of approaches aimed at ensuring affordability over time. Implementation of the strategies require different types of actions and some require strategic partnerships with other entities. The recommended strategies are:

- Continue City-led Land Banking
- Establish Nonprofit Low-Income Rental Housing Tax Exemption
- Form New Urban Renewal District
- Provide Offsite Infrastructure Subsidies
- Provide Direct Project Subsidies
- Invest in Housing Rehabilitation/Preservation Programs
- Adopt Regulatory Changes
- Explore General Obligation Bond

All of the recommended actions require staff bandwidth and financial resources. The project team would like to hear Council's feedback about:

- Are there strategies or items missing from the report?
- Are there strategies or items that should be eliminated from consideration?
- Does the proposed implementation approach align with Council priorities?
- Are there clarifications or refinements needed to adopt the Strategy?

Next steps include adoption of the Affordable Housing Strategy by resolution.

Kaden noted she wanted to knowledge that she received several comments from Council members about refinements and edits to the document. She thanked them for their feedback. She will make sure those are taken care of. She plans to bring back the strategy to Council at the May 9 meeting, for adoption of the resolution.

Mayor McBride asked if the changes can be done with track changes, so Council can easily see where the changes have been made. Kaden confirmed she will show track changes.

Beth Goodman presented a PowerPoint. The PowerPoint has been added to the record. She explained they are conducting the affordable housing strategy because Hood River private housing market is not producing housing affordable, to households earning less than 120% MFI. They are following Council goals they have heard over the past several Council meetings. Ensuring underrepresented voices are included in the project outcomes, adopting a limited actionable number of strategies, ensuring strategies address equity both of income and underrepresented people in Hood River, and provide clear guidance on specific strategies. As they developed the Affordable Housing Strategy, they considered equity throughout the process and will continue in the future how the strategy is implemented.

Goodman stated the feedback from the task force and from listening sessions are woven into the housing strategy. This would have not been the same strategy, if it had not been for all the input received. The input was essential for developing what they currently have.

Goodman reviewed the strategy list and how they help. See meeting packet for strategy details.

Strategy List – not listed in order of importance:

- A. Provide offsite infrastructure subsidies
- B. Land banking
- C. Establish nonprofit tax exemption

- D. Provide direct project subsidies
- E. Housing rehab / preservation
- F. Affordable housing ordinance
- G. Establish new urban renewal district
- H. General obligation bond

Goodman reviewed a timeline of the things have been done and what is planned. Detail timeline included in the PowerPoint.

How the strategies help. Evaluate entitlements; AH ordinance clarified standards and simplifies review process to build affordable housing. Purchase property; land banking allows for free or reduced costs land or AH development. Land is purchased with GO Bond or Urban Renewal dollars. Contract units; subsidies for project costs and offsite infrastructure can reduce development costs. Operate the building; nonprofit tax exemption reduces ongoing operation costs for the property owner. Preserve affordability; the City works with partners to preserve excising low-cost market rate units.

Goodman reviewed the implementation actions. Standalone Council Action with no Land Use Process: establish nonprofit tax exemption and STR amendment. Incorporate as Eligible Projects or Programs Under Urban Renewal District Plans; land banking, direct project subsidies and offsite infrastructure subsidies. Collaborate with Partners; housing rehabilitation/preservation investments. Land Use Legislative Process; AH Ordinance. Evaluate Feasibility; general obligation bond. She also covered how community partners can assist and be a roll in the strategies.

Kaden stated in the big picture sense, staff wants to make sure they did not miss any strategies that are expected to be included or are there strategies included that Council believes should be eliminated. Staff would like to ensure the proposed implementation approach aligns with Councils properties and are there clarifications or refinements needed to adopt the Strategies.

Mayor McBride asked if there is a strategy that staff would recommend working on first? Kaden stated in general no, but the one recommendation that came up towards the end of the process was the so called one person, one license fix to the short-term rental regulations. That is one she believes has some urgency. Code improvements would be needed. That is something they will start discussing this year. There are somethings already in motion.

There was discussion about staffing for the work that is needed, and to keep that in mind during the budget process.

Councilor Saunders stated she has had the privilege to watch this develop through the whole process. She likes the strategies, and it fits with what they have been doing. There are two points that she didn't feel 100% go with what they thought they were going towards. First point is on page 33 and 35 of the packet. It states the General Obligation Bond is presented as they will look at the feasibility of it or maybe do it. The strategy is to do it and to try to get the bond, not just to think about it. She recommends changing some of the phrasing of the language to have it match. Second point, on page 60 of the meeting packet the checked boxes of large and small investments for various things. In continued City land banking, it seems the small investment would be checked under producing low- and moderate-income housing, as well as affordable home ownership.

Council spent time asking questions to staff. Council agreed with the suggested changes by Councilor Saunders.

Mayor McBride noted land banking is her number one priority and Urban Renewal follows. Councilor Saunders believes finding money as soon as possible is important to be able to purchase land. Councilor Rivera believes adding staffing is important.

VIII. ADJOURN WORK SESSION – 7:50 p.m.

REGULAR COUNCIL MEETING

I. OPEN REGULAR COUNCIL MEETING – 7:50 p.m.

II. AGENDA ADDITIONS OR CORRECTIONS

Addition to the Consent Agenda – Resolution 2022-04

III. CONSENT AGENDA

1. OLCC Permit Application Approval – Hood River Athletic Club
2. Contract Amendment for Final Design of the Waterfront Storm Treatment, W. Seaborn
3. Variance to Maximum Driveway Widths for Les Schwab Remodel, W. Seaborn
4. Landmarks Review Board Appointment, D. Nilsen
5. Renewal Lease Agreement for Copy Machine, W. Norris, B. Bohn
6. Council Work Plan – 1st Quarter Update, A. Elder
7. Approval of Resolution 2022-04

Councilor Rivera stated she would like to have a discussion regarding OLCC permits in the community. She is concerned with liquor licenses in general and the amount the City has. Council receives weekly emails from the Police Department. Something that continues to catch her attention is the number of DUII's that take place. As OLCC permits are issued, they know there is not enough transportation to get people around in the afternoon and evening hours. She would like to discuss this issue, and what can the City do to provide more access and support to ensure there is more transportation available.

Council discussed and directed staff to talk to Visit Hood River to educate visitors before they visit about transportation options and collect information from local taxi companies to report back to Council. Council would like to know what percentage of DUII's are issued to visitors, versus residences that live in the area.

Motion: I move to approve the Consent Agenda, excluding item No. 3 and adding approval of Resolution 2022-04.

First: Saunders

Second: Counihan

Discussion: None

Vote: Motion passed (roll called)

Ayes: McBride, Saunders, Counihan, Metta, Haynie, Rivera

Nays: None

Abstentions: None

Excused: Zanmiller

Motion: I move to approve the Consent Agenda item No. 3.
First: Saunders
Second: Counihan
Discussion: None
Vote: Motion passed (roll called)
Ayes: McBride, Saunders, Counihan, Metta, Rivera
Nays: None
Abstentions: Haynie
Excused: Zanmiller

IV. REGULAR BUSINESS ITEMS

1. Q3 Financial Performance Report, W. Norris

The 3rd Quarter (Q3) Financial Report includes nine months of financial data through 75% of Fiscal Year (FY). The attached report includes full-year estimates-to-close based on historical spending patterns and staff knowledge of upcoming expenditures. The attached projections are staff's best estimates given financial data through March 31, 2021.

Yearend estimates-to-close are presented with relatively high confidence at this point the fiscal year. However, they are still subject to large and unexpected occurrences. Below is a summary of the largest changes between the Q2 Financial Performance Report and this report:

Previously Levied Taxes

The sale of the downtown railroad property resulted in payment of several years of back taxes
Q2 Estimate: \$89,888. Current Estimate: \$133,397

Engineering Income

Plan review charges for several larger developments (ex. Adams Creek Co-housing) in the 3rd Quarter resulted in an upward revision to Engineering Income. This helps offset Engineering Contract Services charges that have been trending over budget in FY2021-22.
Q2 Estimate: \$166,978. Current Estimate: \$227,650

These changes, plus smaller but broad-based improvements in the City's other revenue and expense trends, resulted in a \$245K increase in anticipated FY2021-22 General Fund Ending Balance.

Staff Recommendation is to receive and file quarterly financial report for the period ending March 31, 2022.

VI. MAYOR

Mayor McBride stated the Heights Urban Renewal Open House that was held last week. Approximately 250 people attended the two-day event. Mayor McBride gave a special thanks to all the businesses that provided food and drinks. Next steps, the project team will package the comments and provide a summary report to the Urban Renewal Agency.

The Parks and Rec District has invited the entities that were involved in the Parks Master Plan, to a meeting on April 28. This is a public meeting to discuss funding for parks.

City Manager Abigail Elder has been with the City for six months. Mayor McBride would like

Council to complete an evaluation shortly after the budget process is finished. Gray will send evaluation materials to Council. Mayor McBride will bring this up at a future meeting to get the process started.

VII. COUNCIL CALL

Councilor Haynie stated he has been volunteering on a project with a group of law enforcement in Wasco County, Sherman County and Hood River County, to bring a chronic care mental health facility to the Mid-Columbia. The group has been working with Sheriff Matt English and Sheriff Lane McGill for about a year. In the past few weeks, the District Attorney in the area, law enforcement for the three Counties, Mid-Columbia Medical Center, and others have formed an advisory council. The vision is in the next five years to use grant monies to open a mental health facility for chronic emergency care. It will be a place to go to other than an emergency room. Sheriff McGill would like to make a brief presentation to City Council on this project. Council agreed to have Sheriff McGill present during a future meeting.

VIII. ADJOURN – Adjourned by unanimous consent at 8:20 p.m.

Kate McBride, Mayor

Jennifer Gray, City Recorder

Approved by City Council on _____

**City of Hood River
City Council Work Session
May 9, 2022**

Council: Mayor Kate McBride, Mark Zanmiller, Megan Saunders, Tim Counihan, Erick Haynie, Gladys Rivera

Staff: City Manager Abigail Elder, Finance Director/ACM Will Norris, City Attorney Dan Kearns, Fire Chief Leonard Damian, Police Chief Neal Holste, Planning Director Dustin Nilsen, City Engineer Wade Seaborn, City Recorder Jennifer Gray, Management Analysis Haley Ellett

Absent: Jessica Metta

I. CALL TO ORDER – Cell Phone Reminder – 6:08 p.m.

Land Acknowledgement Statement and Pledge of Allegiance

RECESS TO CONSIDER URBAN RENEWAL AGENDA – 6:10p.m. – 7:24p.m.

II. BUSINESS FROM THE AUDIENCE

III. PRESENTATIONS

1. Jackson Park Projects – Mike Schend, Lions Club

Mike Schend and Greg Simpson presented on behalf Hood River Lions Club, to review proposed improvements to Jackson Park. Schend explained he has met with Public Works staff to go over the proposed improvements and received their approval. The Lions Club would like to make the park more handicap accessible. They would improve 2,385 square feet of blacktop. Handicap parking would be added on the south end of the parking lot closer to the restrooms. All the pavement in that area of the parking lot, and pathway to restrooms would be removed and repaved. It will be graded to handicap codes. West of the restrooms, they plan to put a concrete seating area for wheelchair and handicap individuals, with a railing. It will be built to ADA standards. They would like to install a stairway from the parking lot to the park (large picnic area). The stairway would have double railing and lighting would be on a timer. They would like to install a 220-amp outlet unit to replace the current 110-amp outlet unit. This will allow food carts to plug into power. The main concrete walkway that leads into the park on the northwest side, will be replaced. The total cost for these projects that will be covered by the Lions Club is approximately \$92,000. The Lions Club believes these improvements are much needed for the community. They plan to start the projects after the 4th of July, so they are completed before Families in the Park events in August. The Lion's Club is asking for the City's approval for these projects and to have Public Works do the signage for the two handicap parking spots. Public Works has confirmed they can do the signage.

Council thanked the Lions Club for the work they have done and will continue doing at the park. Council agreed to the proposed projects and directed staff to work with the Lions Club.

Elder noted at some point during the process, there will a request to Council to waive construction fees. She estimates it to be around \$2,000. At that time, she hopes to have project drawings to share with Council.

WORK SESSION

IV. OPEN WORK SESSION – 7:41 p.m.

V. AGENDA ADDITIONS OR CORRECTIONS

Discussion Item Adoption of the Affordable Housing Strategy - Resolution 2022-06 was moved to the Regular Meeting for adoption. No discussion was needed.

VI. DISCUSSION ITEMS

VII. ADJOURN WORK SESSION – 7:41 p.m.

REGULAR COUNCIL MEETING

I. OPEN REGULAR COUNCIL MEETING – 7:42 p.m.

II. AGENDA ADDITIONS OR CORRECTIONS

Adoption of the Affordable Housing Strategy - Resolution 2022-06 was added to the Regular meeting for adoption.

III. CONSENT AGENDA

1. Council Meeting Minutes – April 11, 2022
2. OLCC Permit Application Approval
 - West Wind Wines, 1109 Hull Street, second location
3. Waterfront Stormwater Line Financing
 - Resolution 2022-05, W. Norris
4. Acceptance of State of Oregon allocated ARPA Funds for Waterfront Stormwater Line, W. Norris

Motion: I move to approve the Consent Agenda.

First: Saunders

Second: Rivera

Discussion: None

Vote: Motion passed (roll called)

Ayes: McBride, Zanniller, Saunders, Coughlin, Haynie, Rivera

Nays: None

Abstentions: None

Excused: Metta

IV. REGULAR BUSINESS ITEMS

1. Adoption of the Affordable Housing Strategy - Resolution 2022-06, J. Kaden
Housing data tells us that housing in Hood River is increasingly unaffordable or a cost burden for most households. The cost of housing also makes it difficult to recruit and retain workers. The City's Affordable Housing Strategy identifies policy tools and actions the City can use to

encourage development of supported, long-term affordable housing – defined for this project as housing for individuals earning up to 120% of MFI – and an implementation plan.

To develop the Affordable Housing Strategy, ECONorthwest provided technical assistance on the project. Council formed an advisory community task force who met five times to discuss strategies and provide feedback on priorities. Additionally, ECONorthwest and staff held seven listening sessions with additional groups of stakeholders who provided important input. The sessions included social and community service providers, employers, local builders, affordable housing developers from across the region, Latino community members, and local government agency leaders.

To ensure the strategies address equity, the project team was intentional in considering who we engaged in the stakeholder discussions and how the strategies address the needs of the most vulnerable people in the community.

The Affordable Housing Strategy is a blueprint for Council to focus its efforts on actions with the greatest likelihood to make a difference for people most in need.

The tools and actions included in the Affordable Housing Strategy will not solve the need entirely and the City cannot solve affordability issues alone. The report includes strategies most fitting and relevant to the City and that can be implemented in the near term.

The recommended strategies provide a spectrum of approaches aimed at ensuring affordability over time. Implementation of the strategies require different types of actions, and some require strategic partnerships with other entities. The strategies are:

- Continue City-led Land Banking
- Establish Nonprofit Low-Income Rental Housing Tax Exemption
- Form New Urban Renewal District
- Provide Offsite Infrastructure Subsidies
- Provide Direct Project Subsidies
- Invest in Housing Rehabilitation/Preservation Programs
- Adopt Regulatory Changes
- Pursue a General Obligation Bond

Based on Council's input at the April 25, 2022 meeting, staff made revisions to the graphics in the Executive Summary and copy edits for clarity and minor corrections throughout the document. As requested, a track changes version of the final Affordable Housing Strategy report was provided to Council.

Implementation of the Affordable Housing Strategy will require staff bandwidth and financial resources. The proposed FY 2022-23 budget includes \$25,000 to implement policy tools and actions included in the Affordable Housing Strategy. Additional funds may be proposed in future years.

Staff anticipates implementation of two of the strategies will generate revenue for affordable housing: formation of a new urban renewal district and a general obligation bond, if approved by voters.

Mayor McBride and Council thanked Kaden for all her work and leading the group.

Motion: I move to approve Resolution 2022-06, adopting the Affordable Housing Strategy.
First: Saunders
Second: Rivera
Discussion: None
Vote: Motion passed (roll called)
Ayes: McBride, Zanmiller, Saunders, Counihan, Haynie, Rivera
Nays: None
Abstentions: None
Excused: Metta

V. MAYOR

Mayor McBride stated she and a couple of Councils attended the Parks and Rec meeting last week. The meeting was also attended by members of the County Commission, Port of Hood River, and Hood River School District. They discussed the proposed restructuring and what it would involve. No decisions were made but it was good discussion.

Mayor McBride has been asked by LOC to be apart of a task force that will look into funding for houseless communities. LOC is putting together task force groups of mayors from different size cities, in different locations throughout the State, to get additional funding from the Legislature next year and for ongoing funding. She asked Councilor Counihan if he would take her seat on the Energy Committee, so she can participate on the LOC task force. Councilor Counihan has agreed.

The Port of Hood River is going to be putting in an ask for federal grant monies for the bridge. They want to send a delegation of elected people from Oregon and Washington to Washington DC in July. They have asked her to go. She has not given them an answer yet, but she is interested in attending.

VI. COUNCIL CALL

Councilor Haynie stated Council has had the discussion of community partnerships in City parks, like the Hood River Lions Club. One that comes to mind for his family, and he wanted to note it as a public thank you is to St. Mary's Catholic Church. For years, St Mary's has allowed Little League to operate on their facility. It's such a point of joy for so many boys and girls in the community. He's thankful for their generosity and what they do for the community.

Councilor Zanmiller stated this is the 80th Anniversary of when Japanese Americans were sent to internment camps. There is going to be an event at Riverside Church on Friday for the commemoration of Japanese internment. Everyone is invited to attend.

Councilor Counihan stated the Climate Action Plan draft form is open for public comment. He encouraged everyone to review it and comment.

VII. ADJOURN – Adjourned by unanimous consent at 7:57 p.m.

Kate McBride, Mayor

Jennifer Gray, City Recorder

Approved by City Council on _____



LIQUOR LICENSE APPLICATION

PHINI FORM

RESET FORM

1. Application. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	Name of City or County:
<input type="checkbox"/> Brewery Public House (BPH) 1 st location	Recommends this license be:
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Distillery	By: _____
<input type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input checked="" type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
(4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	
	OLCC USE ONLY
	Date application received: 3-25-22
	Date application accepted: 3-25-22
	License Action(s):
	N/O

2. Identify the applicant(s) applying for the license(s). *ENTITY (example: corporation or LLC) or INDIVIDUAL(S)*¹ applying for the license(s):

GOLDEN GOODS LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)

GOLDEN GOODS

4. Business Address (Number and Street Address of the Location that will have the liquor license)

111 OAK STREET

City	County	Zip Code
<u>HOOD RIVER</u>	<u>HOOD RIVER</u>	<u>97031</u>

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) GOLDEN GOODS			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065(1)) 111 OAK ST.			
City HOOD RIVER	State OR	Zip Code 97031	
9. Phone Number of the Business Location 509.637.4549		10. Email Contact for this Application and for the Business CHAD.CS.HINMAN@GMAIL.COM	
11. Contact Person for this Application CHAD HINMAN		Phone Number 509.637.4549	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read [OAR 845-005-0311](#) and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per [OAR 845-005-0311\(6\)](#)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

<u>CHAD HINMAN</u> App. #1: (PRINT NAME)	<u></u> App #1: (SIGNATURE)	<u>03/25/22</u> App #1: Signature Date	Atty. Bar information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: CHAD HINMAN Golden Goods LLC Phone: 509-637-4549

Trade Name (dba): GOLDEN GOODS

Business Location Address: 111 OAK STREET

City: HOOD RIVER ZIP Code: 97031

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 8 AM to 3 PM
 Monday 8 AM to 3 PM
 Tuesday CLOSED to _____
 Wednesday CLOSED to _____
 Thursday 8 AM to 3 PM
 Friday 8 AM to 3 PM
 Saturday 8 AM to 3 PM

Outdoor Area Hours:

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

The outdoor area is used for:

- Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

SEATING COUNT

Restaurant: 12 Outdoor: _____
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: 12

OLCC USE ONLY	
Investigator Verified Seating: _____ (Y) <input checked="" type="checkbox"/> (N)	
Investigator Initials: <u>PR</u>	
Date: <u>5-05-22</u>	

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 03/25/22

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	Name of City or County:
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Distillery	Recommends this license be:
<input checked="" type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Passenger Carrier	By: _____
<input type="checkbox"/> Full On-Premises, Other Public Location	Date: _____
<input type="checkbox"/> Full On-Premises, For Profit Private Club	<p style="text-align: center;">OLCC USE ONLY</p> Date application received: <u>02/07/2022</u>
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	Date application accepted: <u>02/07/2022</u>
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	License Action(s): C/O
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/> (4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)¹** applying for the license(s):

BAR Whiskey LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) Whiskey Tango		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 112 Oak St. Suite C		
City Hood River	County Hood River	Zip Code 97031

¹ Read the instructions on page 1 **carefully**. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Whiskey Tango			
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065[1].) 14010 SE Briggs St.			
City Milwaukie	State OR	Zip Code 97267	
9. Phone Number of the Business Location 541-308-0474		10. Email Contact for this Application and for the Business WhiskeyTangoHoodRlver@gmail.com	
11. Contact Person for this Application Brandon Adams		Phone Number 360-619-2204	
Contact Person's Mailing Address (if different) 14010 SE Briggs St.	City Milwaukie	State OR	Zip Code 97267

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read [OAR 845-005-0311](#) and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Brandon Adams		02-07-2022	
App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: BAR Whiskey LLC Phone: 360-619-2204

Trade Name (dba): Whiskey Tango

Business Location Address: 112 Oak St. Suite C

City: Hood River ZIP Code: 97031

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 3pm to 1am
 Monday closed to _____
 Tuesday closed to _____
 Wednesday closed to _____
 Thursday 3pm to 1am
 Friday 3pm to 1am
 Saturday 3pm to 1am

Outdoor Area Hours:

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

The outdoor area is used for:

- Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: I plan on opening 7 days a week 12pm-11pm S-Th and 12pm-1am Fri-Sat in late spring-late fall.

ENTERTAINMENT Check all that apply: DAYS & HOURS OF LIVE OR DJ MUSIC

- Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday 9pm to 1am
 Saturday 9pm to 1am

SEATING COUNT

Restaurant: 107 Outdoor: _____
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: 107

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) (N)

Investigator Initials: LT

Date: 02/23/2022

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 02-07-2022

*DJ music on weekends only

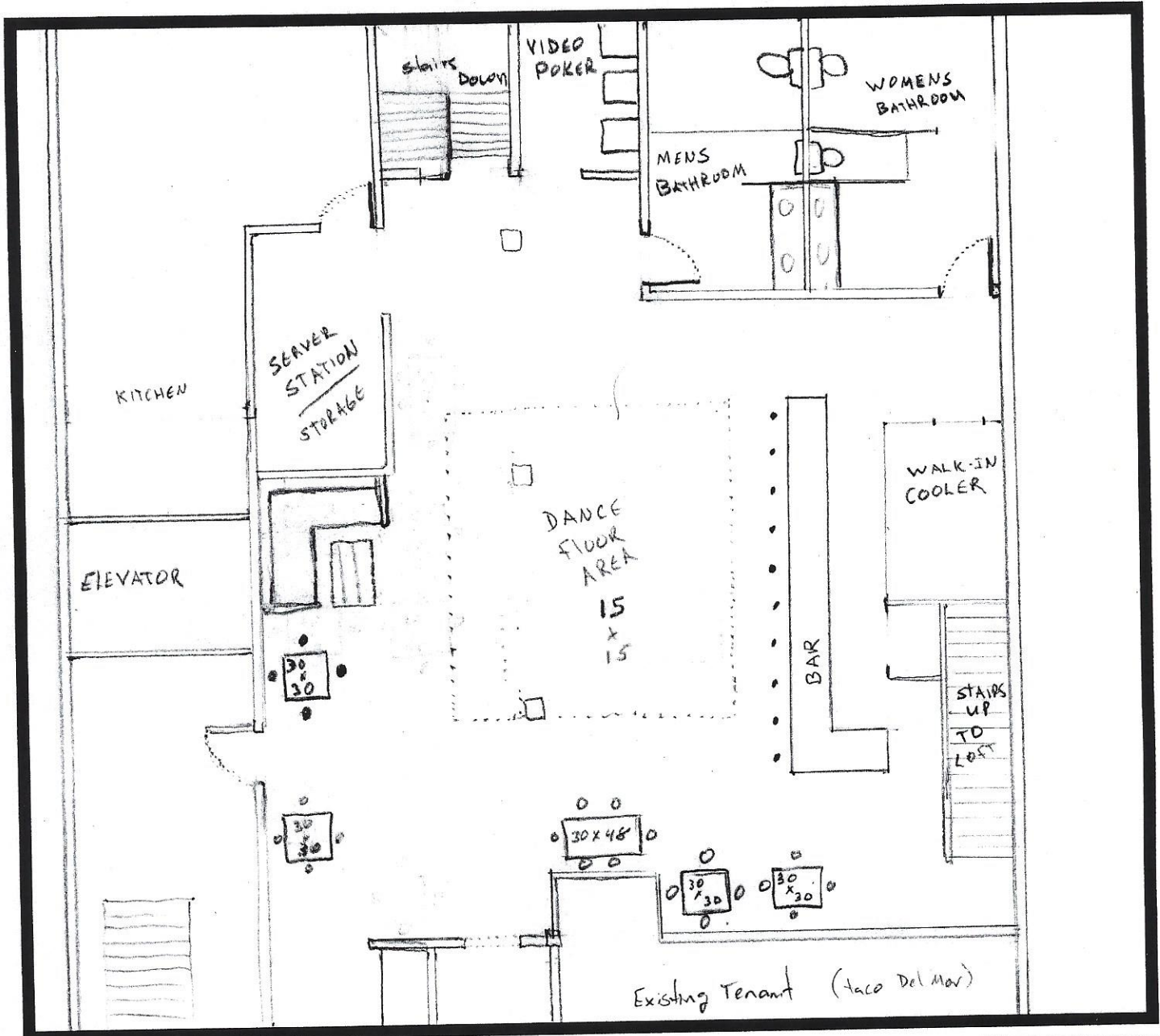


MAIN LEVEL
BACK BAR

1/8" = 1'

OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



BAR Whiskey LLC

Applicant Name

Whiskey Tango

Trade Name (dba):

Hood River 97031

City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____

Initials: _____

1-800-452-OLCC (6522)

www.oregon.gov/olcc

Rev. 09/12

BASEMENT LEVEL

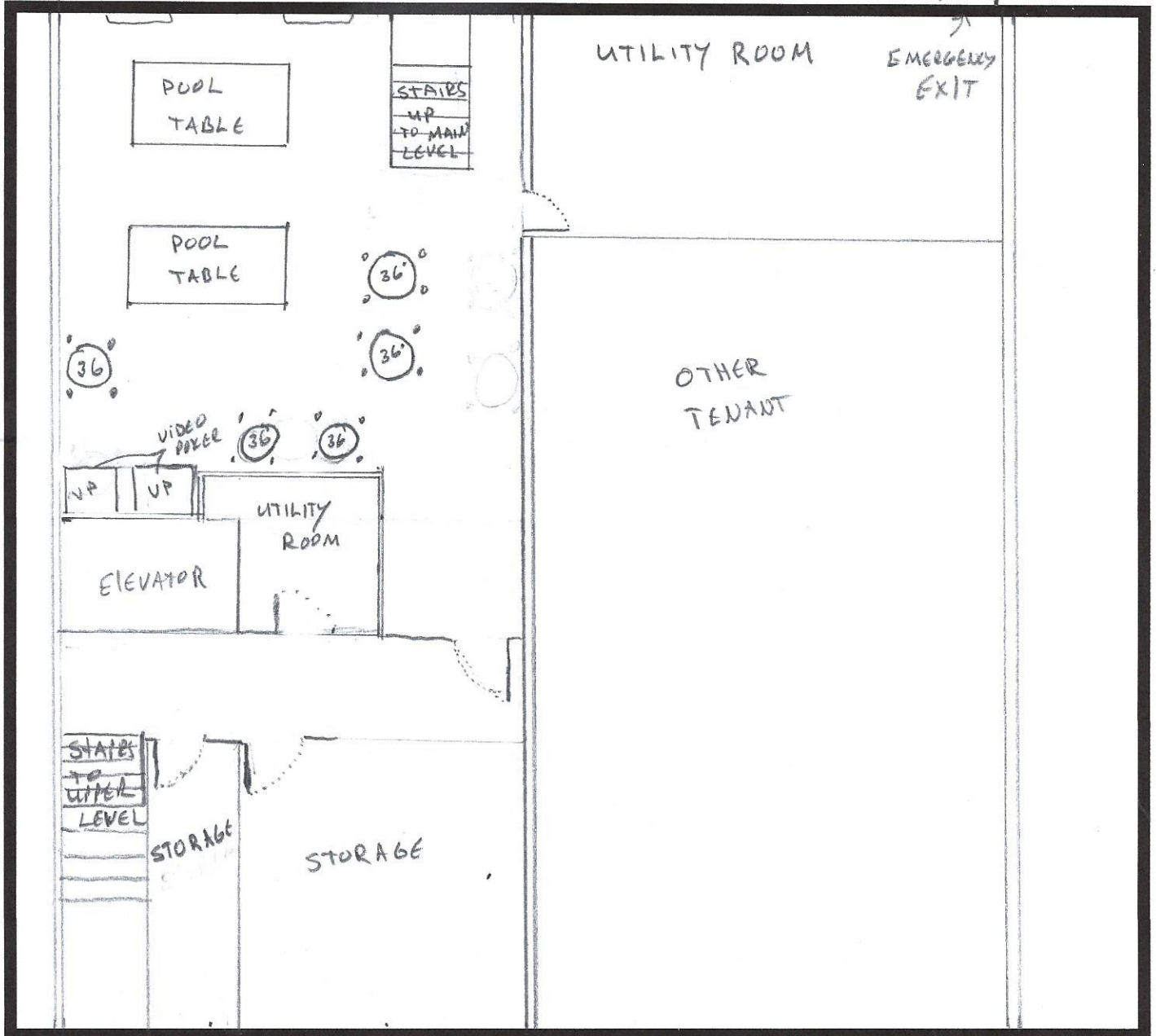
LOUNGE

1/8" = 1'



OREGON LIQUOR CONTROL COMMISSION
FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



BAR Whiskey LLC

Applicant Name

Whiskey Tango

Trade Name (dba):

Hood River 97031

City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

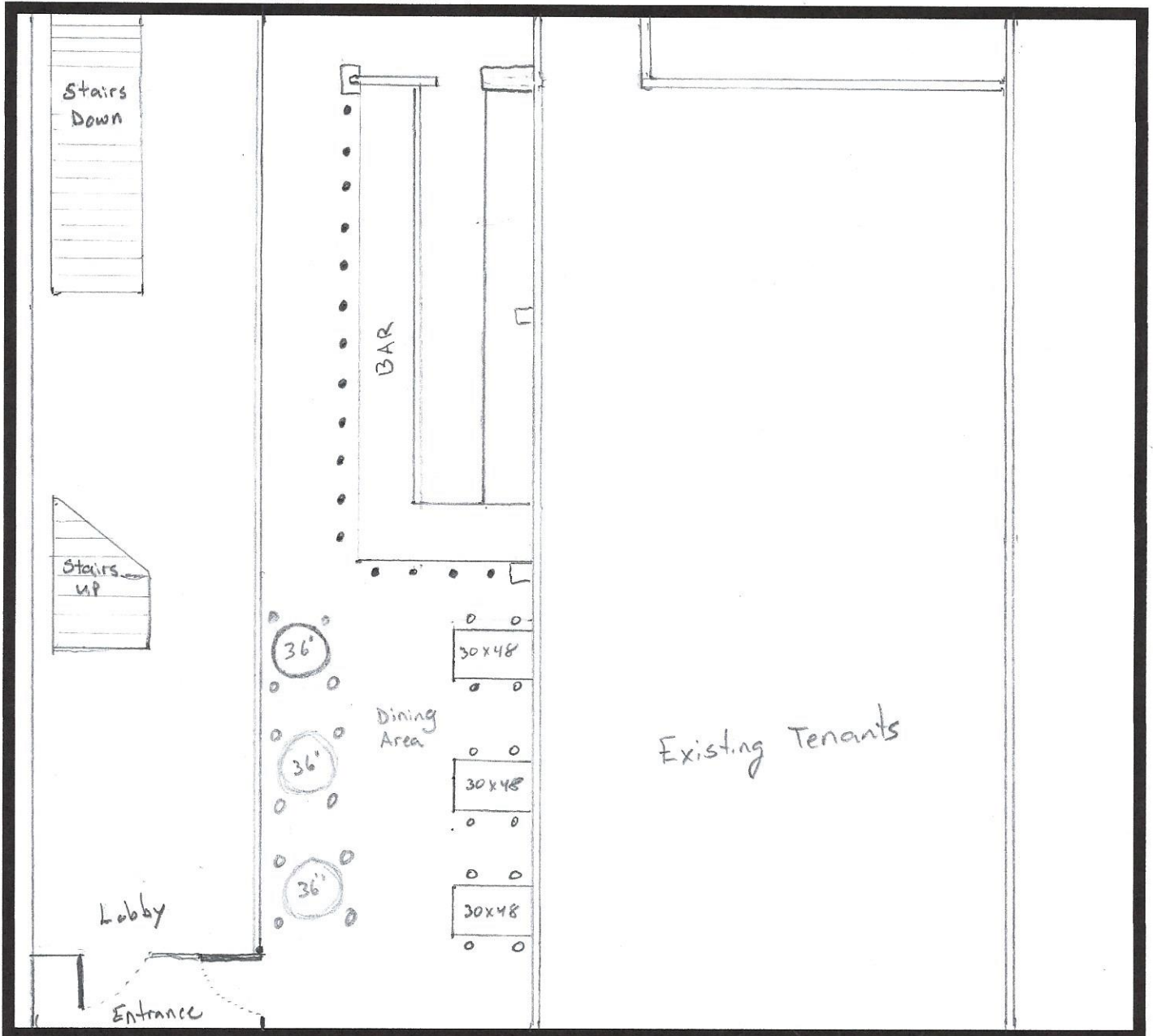
Date: _____ Initials: _____

1-800-452-OLCC (6522)
www.oregon.gov/olcc



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



BAR Whiskey LLC

Applicant Name

Whiskey Tango

Trade Name (dba):

Hood River 97031

City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

1-800-452-OLCC (6522)

www.oregon.gov/olcc

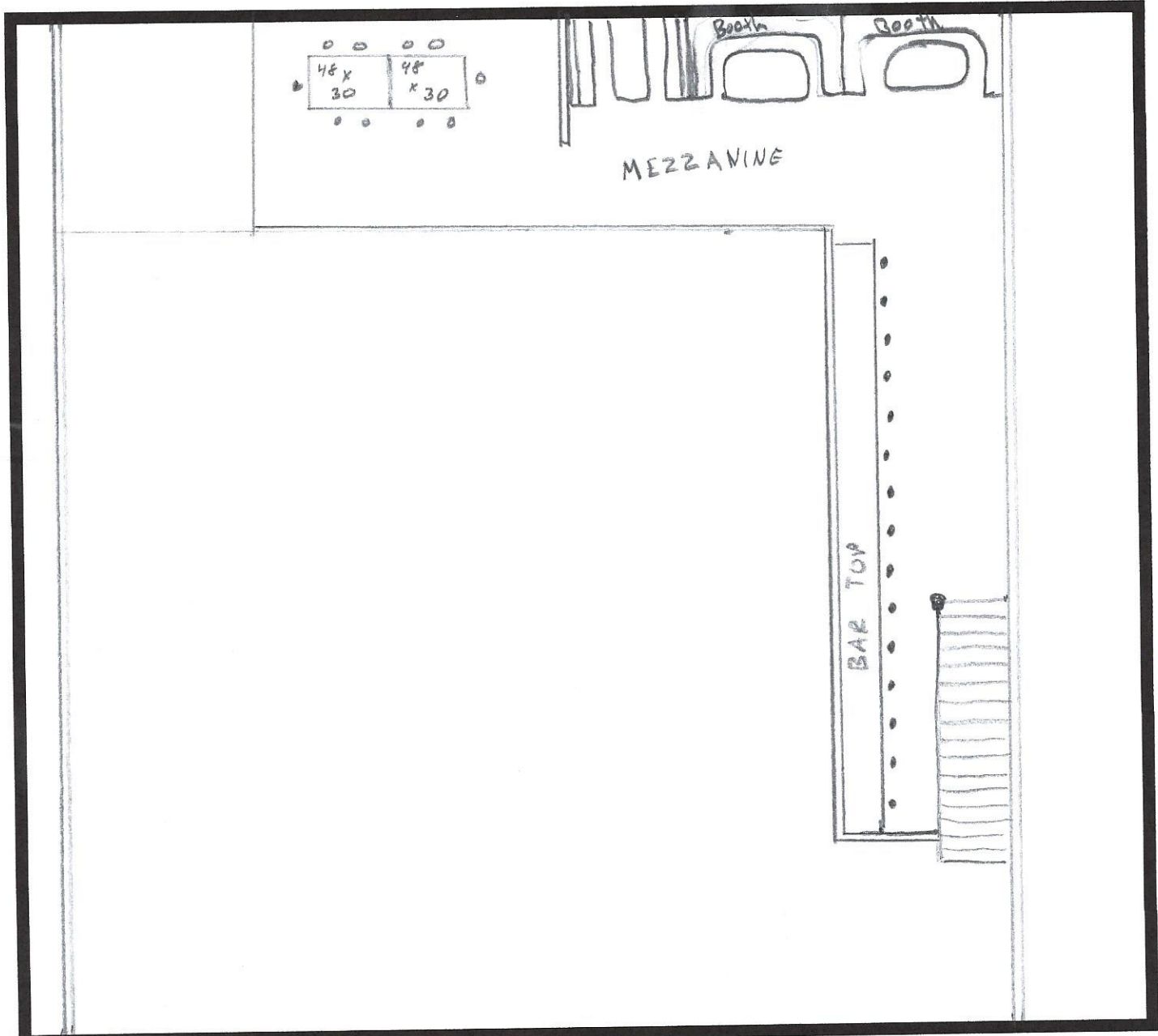
MAIN LEVEL - BACK BAR
MEZZANINE

1/8" = 1'



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



BAR Whiskey LLC

Applicant Name

Whiskey Tango

Trade Name (dba):

Hood River 97031

City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

1-800-452-OLCC (6522)
www.oregon.gov/olcc

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: May 23, 2022

To: Honorable Mayor and Members of the City Council

From: Rich Rice, Project Manager

Subject: Pavement Management Program – 2022 Paving Project Contract Award

Background:

The Public Works Department monitors city-wide roadway pavement conditions and budgets annually for pavement maintenance. Public Works operations personnel perform daily maintenance including asphalt patching and other small roadway projects. However, the Department must contract out for substantial resurfacing of roadways.

Public Works has determined that multiple streets are deteriorating and in need of asphalt resurfacing. These streets to be resurfaced include the end of 7th Street just south of Pine Street, along 18th Street north of Cascade Avenue, and along June Street west of 22nd Street.

The work to be done under this contract consists of the following: surface preparation by grading the areas flat and then rolling for compaction, saw-cutting and sand sealing edges where the new asphalt meets the old asphalt, minor milling/ grinding of old surfacing, and placement of approximately 19,850 square feet of 3" Level 2 asphalt concrete pavement (ACP).

The project was advertised in the Columbia Gorge News and on May 6, 2022, a pre-bid meeting was held at the various project sites with one contractor in attendance. One (1) contractor submitted a bid, and it was publicly opened at 2:00 pm on May 16, 2022. The low bidder was Eastside Paving Inc. with a bid of \$70,970. City staff has reviewed the qualifications of Eastside Paving Inc. and recommends acceptance of the Eastside Paving bid. City Engineering staff are also recommending that the City Council approve a separate project contingency amount of \$7,000 that is strictly reserved for any unforeseen changes in construction during the duration of the project.

Staff Recommendation:

Public Works recommends awarding the subject paving contract to Eastside Paving Inc. in the amount of \$70,970. Additionally, authorize contingency funding of \$7,000 for a total project amount of \$77,970.

Suggested Motion:

I move that we award the attached construction contract to Eastside Paving Inc. in the amount of \$70,970 and approve an additional \$7,000 in contingency for unforeseen changes, for the 2022 Paving Project.

Alternatives: Do not award the contract.

Fiscal Impact: Project costs will be from the City's Pavement Management Program. The project will be paid from budget year 2021-22.

Attachments: Construction contract for this project.

BID FORM

CITY OF HOOD RIVER

2022 PAVING PROJECT

PROJECT 709

Mandatory On-Site Pre-Bid Meeting Date: 9:00am Friday, May 6, 2022 at intersection of 18th St and Cascade Ave.

Bid Date: 2:00 P.M., Monday, May 16, 2022

To: Marlo Messmer
City of Hood River
1200 18th Street
Hood River, Oregon 97031
(541) 387-5201

I, the undersigned, an authorized representative of the offeror

Whose name is: Eastside Paving Inc

Whose address is: PO Box 1049

City, State & Zip: Gresham Oregon 97030

Phone No.: 503 5796478 Fax No. 503 4927564

Fed. Tax ID # 93-1032301

I have read and thoroughly understand the Invitation to Bid for the "2022 PAVING PROJECT" and accept all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

In submitting this Bid, I represent that:

(a) I have examined copies of all the Bidding Documents and of the following Addenda (receipt of which are hereby acknowledged):

Date 5-6-2022 Number 0

(b) I have familiarized myself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect costs, progress, performance or furnishing of the Work.

(c) I fully understand that no subsurface or onsite testing has been done and do not consider that any further examinations, investigations, explorations, tests, studies, or data are

necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

(d) I have had the opportunity to view and inspect the Project location and physical conditions at the site that may affect the cost, progress, performance or furnishing of the Work.

(e) I have given the City written notice of all conflicts, errors or discrepancies that I have discovered in the Contract Documents and the written resolution thereof by City is acceptable to me. I take no other exception other than those clearly stated herein.

(f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; I have not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; I have not solicited or induced any person, firm or corporation to refrain from bidding; and I have not sought by collusion to obtain for myself any advantage over any other Bidder or over City.

Acting on behalf of my firm which is listed above, I make the following representations and Bid in response to the Bidding Documents. (I have attached additional pages where necessary):

1. Number of years the offeror has been in business and the average number of employees over the previous five years:

36 YEARS IN BUSINESS

20 EMPLOYEES

2. The names of the officers, principals and key employees of the offeror who will be performing the work of this project, with a description of each person's experience in providing the same or similar type of work (résumés may be attached for each person):

RICK SURAN PRESIDENT

SEAN PATRICK PROJECT MGR

3. A list of all public bodies for which the offeror has provided services, construction or operation similar in scope, size, or discipline as described in Invitation to Bid within the last five years:

HOOD RIVER, CITY OF DALLES, WHITE SALMON PARTNERSHIP

4. The offeror's acceptance or rejection of the contract provisions proposed by the City.

5. The number and scope of other projects in which the offeror will be engaged at the time the City's project will be implemented and an assessment of the offeror's ability to handle multiple projects concurrently.

6. Constraints that could affect the offeror's ability to perform the work promptly and efficiently.

NONE

7. The names and addresses of any and all clients of the offeror who have made claims against the offeror within the last five years alleging that the offeror breached a contract for services or construction or were negligent in performance of services or construction. Describe the nature and current status of the claims. Claims should be fully disclosed regardless of whether they involved litigation, arbitration or other formal dispute resolution process. The disclosures required under this provision also apply to any business with which the principals or officers of the offeror were associated during the last five years.

NONE

8. State whether the offeror is capable of performing all of the work described in the Invitation to Bid. If the offeror intends to subcontract any of the work, the bid shall identify subcontractors and include all information required by subsections 5.1 through 5.6 and subsections 7.1 through 7.3 of the Instructions to Bidders for each subcontractor.

NO SUBCONTRACTS

9. Provide a schedule in bar-chart form (see §7.8 of the Instruction to Bidders for chart specifications) for performing the work required under the Invitation to Bid. Identify any contingencies that could affect timely performance.

complete by June 15 2022

9. Acknowledge that offeror will provide the 2-year warranty required under section 14 of the Instructions to Bidders.

YES 2 YEAR WARRANTY

10. The offeror is or is not a resident bidder as defined in ORS 279A.120.

11. The offeror's Construction Contractors Board and/or Landscape Contractors Board number/s is/are:

068962

12. Bid price

Payment for work done under this contact will be made at the unit prices listed below. The Quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

A Corporation

Corporation Name: EASTSIDE PAVING Inc (SEAL)

State of Incorporation: OREGON

Type (General Business, Professional, Service, Limited Liability): CONSTRUCTION

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): RICK SORAN

Title: President

Attest [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 1702 NW Elwood Mile Drive
Gresham, OR 97030

Phone No.: (503) 519-6478 FAX No.: (503) 492-7564

Date of Qualification to do business is 05-25-1990.

A Joint Venture

Joint Venturer (1) Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Hood River – 2022 Paving Project				NG = NON GUARANTEE			
ITEM NO.	QTY TYPE	SPEC SECTION	ITEM	TOTAL QTY	UNIT	COST PER UNIT	TOTAL COST
1		00210	Mobilization	1	LS	\$	\$ 9000
2		00225	Work Zone Traffic Control	1	LS	\$	\$ 1000
3		00310	Removal of Surfaces	1	LS	\$	\$ 13000
4	NG	00744	Level 2, ½ Inch ACP Mixture (3" Lift)	390	TON	\$ 123	\$ 47970
						TOTAL	70970

NG=Non-Guaranteed, the quantities and measurement lengths for these pay items are estimated and are not guaranteed.

EASTSIDE Paving Inc *Resler*

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

0006568 11-24
Office AU # 1210(9)
Remitter: EASTSIDE PAVING INC.
Operator I.D.: U864035

CASHIER'S CHECK

0656803975

PAY TO THE ORDER OF ***CITY OF HOOD RIVER***

May 6, 2022

**Four Thousand and 00/100 -US Dollars **


\$4,000.00

VOID IF OVER US \$ 4,000.00

Payee Address: BID BOND
Memo: WELLS FARGO BANK, N.A.
110 NE ROBERTS AVE
GRESHAM, OR 97030
FOR INQUIRIES CALL (480) 394-3122

Howard Law
CONTROLLER

⑆0656803975⑆ ⑆121000248⑆488 1 512754⑆

Security Features Included.  Details on Back.

CITY OF HOOD RIVER

BIDDER'S WARRANTY

PROJECT 709

2022 PAVING PROJECT

By the act of submitting a Bid for the proposed Contract, the Bidder warrants that:

1. The Bidder and all subcontractors he/she intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Bid Documents and have found them to be complete and free from ambiguities and sufficient for the purpose intended; further that,
2. The Bidder and all workmen, employees, and subcontractors he/she intends to use are skilled and experienced in the type of construction represented by the Contract Documents bid upon; further that,
3. Neither the Bidder nor any of his/her employees, agents, intended suppliers, or subcontractors have relied upon any verbal representations allegedly authorized or unauthorized from the Owner, his/her employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,
4. The bid figure is based solely upon the Bid Documents and properly issued written Addenda and not upon any other written representation.

Dated: 5-6, 2012.

Name of Bidder: Eastside Paving Inc

By: Rick Swan

Title: PRESIDENT

BIDDER'S CERTIFICATIONS

THIS CERTIFICATION MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THIS FORM BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Bid Documents.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in the Bid Documents (including all addenda, if any, issued);
3. The Bid submitted is in response to the specific language contained in the Bidding Documents, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Bidding Documents, or (b) any previously-issued ITB, if any.
4. The City is not liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the Bidding Documents.
5. The City is not liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
6. The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
7. Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid and the Bid Documents (including all addenda, if any, issued);
8. Bidder will furnish the designated item(s) and/or service(s) in accordance with the Bid Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and

9. Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

10. Bidder certifies that Bidder is authorized to act on behalf of Contractor in this matter, and attests under penalty of perjury that:

a. Contractor has not and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.

b. Contractor will not accept a Bid or Bids from sub-contractors to perform work as described in ORS 701.005 under the Contract unless the sub-contractors are registered with the Construction Contractor's Board in accordance with ORS 701.035 to 701.055 at the time they submit their Bid or Bids to the Bidder.

c. Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

d. Contractor agrees to be bound by and comply with ORS 279C.838 or ORS 279C.840 or 40 U.S.C. 276a, and all applicable requirements of ORS 279C.800 through ORS 279C.870, and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates, maximum hours of labor, and payment of a fee to BOLI.

Authorized Signature: 

Title: PRESIDENT

FEIN ID# or SSN# (required): 93-1032301

Contact Person (Type or Print): RICK SURAN

Telephone Number: (503) 519 6478

Fax Number: (503) 492 7564

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: 2022 PAVING PROJECT– Project 709

BID #: project 709 CLOSING: Date: 5-16 Time: 2:00

This form must be submitted at the location specified in the Invitation to Bid on the advertised Closing date and within two working hours after the advertised Closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
<u>NONE</u>		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____

Failure to submit this form by the disclosure deadline will result in a non-responsive Bid. A non-responsive Bid will not be considered for award.

Form submitted by (Bidder name): Ben'side Paving Inc

Contact name: Rick Soran Phone no.: 503.519.6478

CERTIFICATE OF NON-COLLUSION

TO: City of Hood River, Oregon
FOR: 2022 Paving Project

Eastside Paving Inc
(Bidder's Firm Name)

I, the undersigned, as (circle one):

- Sole Owner
A Partner
Officer of the Foregoing Corporation
Agent of the Above Bidder

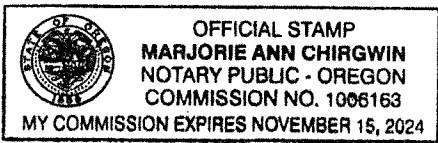
Being first duly sworn on oath, depose and say:

That the attached bid has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, bidder, or vendor on materials, supplies, equipment or services, described in the invitation to bid, designed to limit independent bidding or competition.

The contents of the bid herein presented and made have not been communicated by the bidder or (his) (their) or (its) employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

I have fully informed myself regarding the accuracy of the foregoing statements, and the same are made by me based on my personal information.

I have read and understood the bid booklet and the specifications for the attached Bid.



Signature: [Handwritten Signature]
Title: PRESIDENT

Subscribed and sworn before me this 6th day of May, 2022

My commission expires: November 15, 2024

Notary Public for Oregon [Handwritten Signature]

CONTRACTOR'S CERTIFICATION REGARDING DRUG TESTING PROGRAM

(1) Pursuant to OAR 137-049-0200, contractor certifies by its signature on this document that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

(c) Required testing of a Subject Employee when the contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) Contractor agrees that by signing this certification it represents and warrants to the City that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Contract. The City's performance obligation (which includes, without limitation, the City's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) Contractor also agrees that, as a condition to City's performance obligation (which includes, without limitation, the City's obligation to make payment), contractor shall require each Subcontractor providing labor for the project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

CONTRACTOR

EASTSIDE PAVING Inc
Firm Name

By: RPH

Name: Rick Suran
(Corporate Officer, Title)

Date: 5-6-2022

**CUSTOMER SERVICE ACKNOWLEDGMENT
FOR**

Project Name: 2022 PAVING PROJECT – Project 709

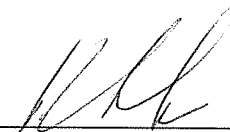
Bid Closing Date: May 16 2022 Time: 2:00 AM PM ✓

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in these bidding documents.

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications, including but not limited to the following sections of PART IV – SPECIAL PROVISIONS, relating to customer service. These sections include, but are not limited to, the sections listed below:

- Section 00220, Accommodations for Public Traffic
- Section 00225, Work Zone Traffic Control

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City of Hood River that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.


Signature of Bidder

President
Title

Eastside Paving Inc
Name of Firm

5-6-2022
Date

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: May 23, 2022

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: Award Construction Contract for Digester Cleaning at the Waste Water Treatment Plant (WWTP).

Background:

The City of Hood River is currently preparing documents for public bidding that will provide details for new digester mixing apparatus and machinery that will be installed in both the unused south digester, as well as the digester currently in use (north digester). While the south digester is clean and will receive the new mixing system sometime in late 2022, the north digester requires the draining of excess fluid, removal of the remaining sludge, and steam cleaning of the walls and roof in preparation for the new digester mixing apparatus that is expected to be installed in 2023. This north digester has not been cleaned in numerous years and there is not a scientific way to know exactly how much sludge is within the digester for removal. As part of the sludge removal from the north digester, some of the sludge will be used in the south digester in order to allow a bacterial transition within the south digester and provide for a smooth transition relative to the process of plant digestion.

Discussion:

The project was initially bid on February 10, 2022, however, only one (1) bid was received from Synagro Inc., reflecting a bid price of \$358,506. This bid was rejected due to the high cost of the proposal; the original engineer's opinion of probable cost was estimated to be from \$150,000 – \$200,000. In accordance with the City's contract documents, the bid was legally rejected and the project was rebid.

In late February the bid documents were clarified and altered for bidding, and additional potential bidders were contacted and invited to provide proposals. Documents were received and opened on March 31, 2022, and again only one (1) bid was received at a cost of \$320,205. This bid was from R.L. Reimers, the contractor currently constructing the WWTP's UV upgrade and south digester roof projects. Again, this bid was not in accordance with the expected digester cleaning costs, and Public Works personnel decided to again publicly bid the project in order to obtain a better bid proposal from a qualified company.

On April 29, 2022, the City again received a single bid proposal for digester cleaning from Denali Water Solutions, based in Longmont, Colorado. The proposal is from a

qualified company and was acceptable. The bid cost for cleaning is \$258,013, still more than the estimated engineers cost however much less than the previous bid proposals received, the first for \$358,506 and the second for \$320,205.

Cleaning needs to be performed prior to future work involved with the digester mixing refit project set for advertising in June, 2022. Currently the cleaning project will fit into the timeline between the current digester roof repair project and the new digester mixing project.

Staff Recommendation:

Authorize the City Manager to sign a construction services contract with Denali Water Solutions in the amount of \$258,013 to clean the north digester at the WWTP. Attached is the proposal and Contract bid form. Denali Water Solutions has been researched and appears to be well qualified for this project having performed similar work with diligence and consistency. Public works personnel and Windsor Engineering believe awarding this contract is in the best interest of the City of Hood River.

Suggested Motion:

“I move that we authorize the City Manager to sign a construction services contract with Denali Water Solutions, of Longmount, Colorado, in the amount of \$258,013, plus 15% contingency to clean the north digester at the WWTP.”

Alternatives:

Do not authorize the signing of the construction contract and provide other direction to staff.

Fiscal Impact:

The FY2021-22 capital improvement program (CIP) budgeted \$167,500 for this digester cleaning, and the estimated cost during FY2022-23 was \$137,500.

Attachments:

CIP Project Summary WWTP-4 Clean Out Digester
Public Bid results
Bid Form

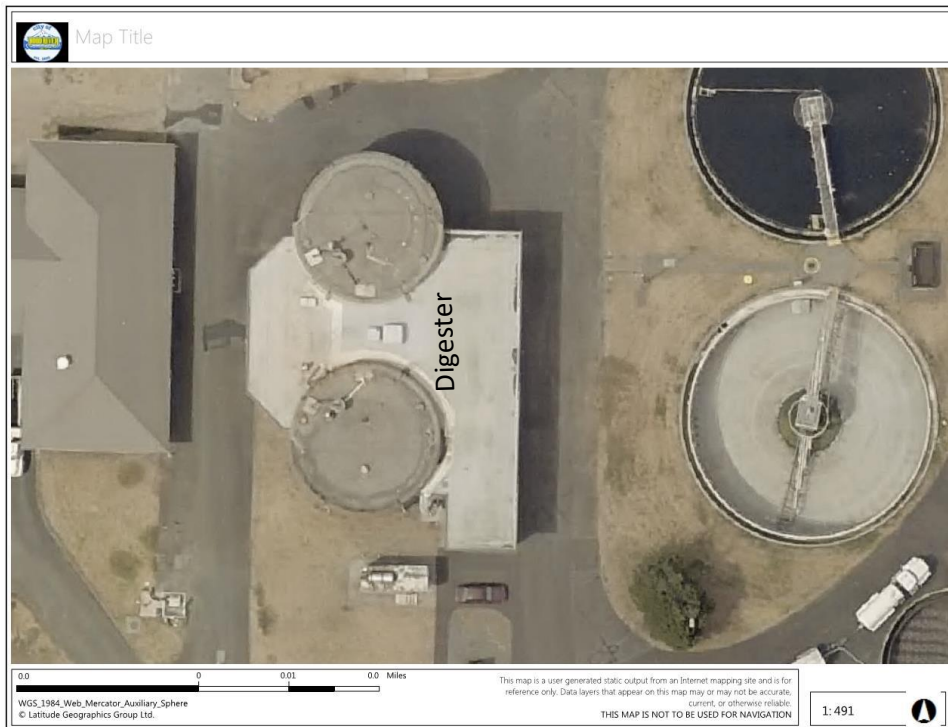
CAPITAL IMPROVEMENT PROJECT INFORMATION SHEET

SEWER FUND

TITLE: Clean out Digester
CIP PROJECT #: WWTP-4 Clean Out Digester
City G/L # 500-510-43015-40155-00

PROJECT DESCRIPTION:

Remove existing digester materials, clean the existing interior digester by removing all material from the walls and piping, clean and test digester and produce a final condition report.



CONSTRUCTION

Est. COST: \$167,500
FUNDING: 100% Sewer Charges for Service

Est. START: Fall 2021
Est. COMPLETION: June 2023

Bid Submitted by:



3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

Request for Bid:

Project No. 706
North Digester Cleaning and Inspection

Submitted to:

Chuck McDonald
City of Hood River
211 2nd St
Hood River, Oregon 97031
cmcdonald@windsorengineers.com

Submitted via Email



Due Date:

April 29, 2022 at 3:00 PM



April 29, 2022

Submitted via Email

Chuck McDonald
City of Hood River
211 2nd Street
Hood River, Oregon 97031
cmcdonald@windsorengineers.com

RE: **City of Hood River**
North Digester Cleaning and Inspection- Project No. 706

To Whom It May Concern,

Denali Water Solutions LLC (“Denali” or “Denali Water”) is the respondent to the City of Hood River for the North Digester Cleaning and Inspection project. At Denali, our goal is to continuously exceed our customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this bid response is to exceed the City of Hood River’s expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, and regulatory aspects of biosolids. The Denali team approach provides the opportunity for the City of Hood River to engage trusted biosolids experts throughout the term of the project.

The company prides itself in putting the customers’ needs, the environment and safety first. This philosophy has been a primary driver for Denali’s success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the United States.

Denali is prepared to enter into an agreement with the City of Hood River for the North Digester Cleaning and Inspection project. Denali’s employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at jeffrey.leblanc@denaliwater.com. Again, thank you for the opportunity to submit our bid to the City of Hood River we look forward to the next steps.

Thank you.

Very truly yours,


Jeffrey J. LeBlanc
President

City of Hood River

REQUEST FOR QUOTES (RFQuotes)

NORTH DIGESTER CLEANING AND INSPECTION

Project No. 706

HOOD RIVER WASTEWATER TREATMENT PLANT

City of Hood River

211 2nd St

Hood River, Oregon 97031

Contact Information

Chuck McDonald

Phone: 360-865-4784

cmcdonald@windsorengineers.com

or Susan Kohnle

Phone: 360-718-3764

skohnle@windsorengineers.com

Prepared By: Windsor Engineers

Date: April 20, 2022

Email submittals to:

City of Hood River Wastewater
Treatment Plant

ATTN. Chuck McDonald at
cmcdonald@windsorengineers.com

E-mailed proposals will only be considered.

A. COVER LETTER

The cover letter must include, but not limited to the following:

- 1) RFQuotes number and Project Title

NORTH DIGESTER CLEANING AND INSPECTION

Project No. 706

- 2) Full legal name of proposing Company

Denali Water Solutions, LLC

- 3) Name(s) of person(s) authorized to represent the Proposer in any possible negotiations and to sign any contract that may result.

Mike Scharp – VP Sales and Environmental Services

- 4) Contact person’s name, mailing address, and phone number as well as email address(es)

Mike Scharp
PO Box 888
Longmont, CO 80502
303-886-0572
Mike.scharp@denaliwater.com

- 5) An affirming statement that the Company has the resources and availability to complete the work in a timely manner

Denali Water is in the business of managing waste and in particular the Western Region as managed from Colorado has a long history of cleaning digesters and has the resources required to perform the services at Hood River, OR. Denali also has the availability to perform the required services in a timely manner.

A legal representative of the proposing Company, authorized to bind the Proposer in contractual matters, must sign the Cover Letter.

B. FIRM DESCRIPTION AND CAPABILITIES

- 1) Describe the Company's, areas of expertise, length of time in business, number of employees and other information that would help to characterize the Company.

Denali is a diverse company that manages all kinds of waste materials. Specifically, the Colorado branch of Denali has been providing biosolids management services since the late 1980's including digester cleaning throughout Colorado. Recently, Denali acquired Tribeca Transport in Woodland, WA and as such they will be an important part of this project. Denali is a nationwide company providing digester cleaning services coast to coast including current and past clients such as New York City Department of Environmental Protection (NYCDEP), Metro Water Recovery (Denver Area MWR), City of Philadelphia, Casper WY, Fort Collins, CO, Pima County AZ, City of Houston, TX, Montgomery, AL, and City of Atlanta.

- 2) Describe the type of clients that the firm serves and the general geographical location that the firm provides services.

Denali Water Solutions works coast to coast in the United States. Specifically, we have offices in the western US in Longmont, CO, Riverside, CA, and Longview, WA and with the addition of Tribeca Transport, Denali also has a biosolids management presence in the Pacific Northwest. The western offices of Denali Water are primarily in the business of biosolids management. Included in these services is daily cake and liquid land application, mobile dewatering services, digester cleaning, dredging and transportation. Longview WA is a compost bagging operation for Denali.

- 3) Describe the type and range of services that the firm generally performs.

Specifically, as it relates to this contract, Denali provides digester cleaning, dewatering, transportation, confined space entry and disposal services.

- 4) Describe Proposer's resources available to perform the work for the duration of the project and other on-going projects.

Denali estimates that the project will take 2 – 3 weeks to perform. We will have a mobile belt filter press, confined space equipment, mixer chopper pumps and transport units. In addition, there will be one press operator and 3 or 4 confined space operators for pumping, mixing and cleaning the digester.

- 5) Describe or provide a description of your approach to project management and integration of activities required by the scope of work, including systems and techniques which demonstrate how these milestones will be met.

Denali does not plan to pump the “water” off of the digester in order to screen it and send it back to the treatment plant. Denali plans to mix the entire digester so that it will thin out the accumulated muck and debris on the bottom of the tank. This will boost our total solids being removed from the tank but will also reduce the water needed to remove the much debris later if the “water” was pumped off. We have done this with all 15 digesters at MWR – Denver in the past few years and it has proven successful.

C. QUALITY OF SERVICE, QUALITY CONTROL AND QUALITY ASSURANCE Provide, in a clear and concise manner, examples which demonstrate the Proposer’s quality of services provided in the recent past to relevant clients. This response should include, but not be limited to the following:

- 1) Respondent’s ability to establish and maintain functional and productive relationships with client staff, multi-discipline team members, and all stakeholders for the duration of the project.

Denali prides ourselves regarding communication with our clients. We do not ever want something to be done that was not what we all agreed upon. To that end, Denali works closely with our clients from the bidding process through contracting and then reviewing and bringing operational staff into the full process through start up meetings to assure a continuation of the process so that both the client and ourselves meet the objectives of the project to everyone’s satisfaction.

- 2) Describe firm’s overall accessibility and availability for meetings with City of Hood River staff and WWTP representatives. Explain how your firm would facilitate such a meeting (in-person, phone, video conference, etc.).

Denali will have an identified professional experienced staff person on site for day-to-day communication. In addition, there will be a professional staff person within a one hours drive who will be available for higher level communication. Also, any of the other staff members including Safety, Environmental, or Operations will be available for phone calls or video meetings typically with no more than one day notice.

Denali will have sales and operations on site for a start-up meeting prior to operations beginning so the hand off will be seamless.

- 3) Provide a detailed description of internal procedures the firm uses to ensure QA/QC is routinely performed at project milestones.

The miles stone for the project is identified through the bidding and contract negotiation side of the business but operational staff are always communicated with to verify that these are achievable. Once the project commences, these miles stones are reviewed and agreed upon during the start-up. After the project starts production data is forwarded to all interested parties so progress can be measured by all involved.

- 4) Describe potential measures to control project costs during the project and what steps would be taken to minimize future change orders, claims and disputes.

This project is a lump sum project based upon a predetermined number of dry tons. Every day an email is sent to all concerned parties detailing the number of wet and dry tons produced on the project to that date. So, if there are more dry tons than anticipated in the digester the client will be very well aware of it. Except for the dry ton number increasing due to additional dry tons in the digester, all other prices are a lump sum so there will be no requested change order or claims.

- 5) Proposers should include descriptions of any long-term client relationships, which have been developed over time due to the quality of the firm's past work.

I assume this means negative relationships and I honestly cannot think of any that we have been involved in from our office in Longmont, CO. We have had many relations that have developed over the thirty years we have had operations in CO. Those are also listed in our references.

D. RECENT SIMILAR PROJECTS

- 1) Describe similar projects (including budgets and schedules) performed within the last 5 years which best characterize the Company's capabilities, quality of work and cost control.

See H – References below

E. PROJECT TEAM DESCRIPTION

Proposals must identify the proposed Project Manager who will be responsible for the day-to-day management of tasks and will be the primary point of contact for the Company. Describe the Project Manager's experience with similar projects and with managing teams. List other projects the proposed Project Manager is currently assigned to.

Respondents shall provide the following information in their response to this RFQuotes:

- 1) Approximate number of staff to be assigned to project.

The following number of staff will be assigned to this project:

- **2 truck drivers to transport the dewatered cake to the landfill**
- **1 press operator to dewater the biosolids**

- 1 site foreman to manage the on-site project
 - 4 pump operators/certified confined space operators to pump, mix and clean the inside of the digester
 - 1 part-time administrator to track the performance and progress of the project
- 2) Extent of Company's Principal member's involvement.

On a practical basis once the project starts, the Company Principal's involvement is limited to making sure the project performs as expected and as sold. The Principal should not have to be involved since the crew that will be sent to perform the actual digester cleaning and dewatering have many years of experience performing such services.

- 3) Names of Key Personnel who will be performing the work on this project, their expertise, their roles and responsibilities and percentage of time they will be committed to the project.

The primary contacts for this project are as follows:

Contract Negotiations/Pre-Contract Questions

Mike Scharp – VP Sales and Environmental Services
303-886-0572

mike.scharp@denaliwater.com

Mike is a Certified Professional Soil Scientist and has been providing environmental services and project marketing for almost 40 years throughout the United States. He is responsible for preparation of bid documents and preparing the budget for the project. He is also a recognized expert in the 503's and nutrient management of biosolids. Mike developed and implemented of the only long- term successful land application program for New York City.

Contract Management

Jay Holmes - General Manager
303-591-0702

jay.holmes@denaliwater.com

Responsibilities include involvement in managing business and administration of contracts for Denali Water. Mr. Holmes also interacts with all of our customers and listens to their concerns to help Denali provide the necessary service for each individual situation.

Day to Day Operations

Daniel Glantz – Director of Operations
303-588-1992

Daniel.glantz@denaliwater.com

Responsibilities include overall operations of Denali, including the planning and coordination of all phases of every project. Mr. Glantz is very knowledgeable in all phases of biosolids management, having an extensive background in working with all types of machinery as well as farming. Mr. Glantz coordinates our entire staff, which ensures that our programs are a success for all of our customers. He has been with the firm for over 35 years

On-Site Operations

Mark Schlote – Operation Manager
303-588-1917

Mark will be the “man on site” and will have the responsibilities to include oversight and involvement of daily operations for the digester cleaning. Mr. Schlote has supervised the cleaning dozens of digesters cleaning projects. Mr. Schlote is also very capable of managing all phases of biosolids removal, transportation, and disposal. His extensive experience in operating all types of equipment and a family background in farming are invaluable assets in operating a biosolids management program. He has been with the firm for over thirty years.

On Site Supervisor

Eric Thwaites – 360-518-0041

See details below

- 4) Describe the sub-consultants or subcontractors, if applicable, who will perform work on the tasks outlined in this RFQuotes and Proposer’s response. Describe their capabilities and expertise and how they will integrate into the project team. This should also include the sub-consultant’s or subcontractor’s qualifications and relevant experience.

Tribeca Transport, a division of Denali Water, will provide all transportation of the dewatered biosolids to a local landfill for disposal. Tribeca Transport has been providing biosolids management and transport services to a number of clients, including Jacobs, in the OR and WA area for more than a decade.

Tribeca Transport LLC, has provided liquid and solid hauling services since 1947. Our Beneficial Use Land Application Division was officially created in 2010. We currently manage over 160,000 acres of permitted land application sites throughout Washington and Oregon, making us one of the largest Biosolids Management companies in the PNW. In addition to our Biosolids operations, we also manage solid waste sites and customer specific waste streams that have been classified through the Department of Ag as being beneficial to use in farming operations.

Mike Behrman CEO and Eric Thwaites COO make up the ownership of Tribeca Transport. Our Corporate facility and maintenance shop is in Woodland WA. And we have a satellite office in Portland Or.

They are familiar with the public perception of biosolids, and we have several redundancies and procedures in place to handle most common issues that pertain to biosolids.

Tribeca Transport agrees to keep this proposal valid for a period of 90 days. Tribeca Transport has and will maintain all licenses and permits necessary to execute and complete the work described in this bid

- 5) Proposed disposal site of waste materials.

**Waste Management Services
Wasco County Landfill
2550 Steele Road
The Dalles, OR 970058
541-296-4082**

F. PROJECT APPROACH AND UNDERSTANDING

For any/all phases of work, the project approach should describe in detail the Proposer's approach to providing the desired services for the project. The proposal, at a minimum, shall address the following:

- 1) Describe the general sequence and timing of tasks and coordination with the City and other subconsultants in completing the work.

1. Digester Cool Down

- a. This will typically begin 30 days prior to the operation so the process can be slowly to allow other operations to equalize at the plant.
- b. Coordination is done with the Contractor to make sure there is communication if there are delays in this process.

2. Digester Venting

- a. This will typically takes less than 5 days prior to the operation so the digester has been put in a condition that the Contractor can begin operation once they are mobilized on site.
- b. Coordination is done with the Contractor to make sure there is communication if there are delays in this process.

3. Project Site set up

- a. The Contractor will coordinate with the Owner to verify that the digester is ready to be cleaned and it has been decanted to the expected level. This should take less than 3 days.
- b. The Contractor will mobilize all equipment on site so the project is ready to begin.

4. Digester Cleaning

The Contractor will begin mixing the contents of the digester and pumping them to the mobile belt filter press for dewatering and final disposal. The process will be faster in the beginning and will slow as the level of the digester lowers and the debris starts to thicken on the bottom of the tank. This phase will take up to two weeks.

5. Final Wash

After all of the debris and sludge is removed the tank, the

interior of the digester will be washed down using firehoses to remove the debris from mixer systems and the bottom of the tank. This phase may last only two or three days.

6. Report

- a. A final report will be prepared by Denali staff comprising mostly of pictures and a description of the condition of the interior of the digester. Denali does not intend the report to be an Engineering/material condition report but only a general findings report with no conclusions being drawn or recommendations made. The report will take less than one week to prepare and submit.
- 2) Describe, from the Proposer’s perspective, challenges and/or major issues and outline steps to address each potential issue.

Denali Water, and in particularly this crew, has cleaned dozens of both large and small digesters over the past ten years and based upon our experience, we do not anticipate any major issues. If they are encountered, they will be quickly and directly reported up the chain so a quick resolution can be made and implemented.

- 3) Provide ideas, if any, for adjusting the scope and budget that may make the project more efficient and/or provide better value to the City. The City may or may not accept alternate ideas in the final contract.

Denali described in detail that we do not plan to pump the “water” off of the top of the cone inside of the digester. We will use this thinner material to mix with the biosolids in order to use less water in removing the material and grit located in the cone of the digester. Therefore, our pricing for removal of the “100,000” reflects the fact that we anticipated that 100,000 gallons to have a total solids of 4% and that it will add 15 dry tons to the over dry tons removed. Therefore, that bid line item will be \$0.00 but the budgeted 45 dry tons should be increase to an estimated 60 dry tons in order to compare the pricing.

G. PROPOSED SCOPE, SCHEDULE, AND BUDGET

The Respondent shall provide a proposed scope, clearly identifying and describing the project tasks. The Respondent shall provide a proposed schedule clearly showing project milestones and meetings. The Respondent shall also provide a budget clearly showing project costs.

All details requested are part of F 1).

H. REFERENCES

Proposers shall provide a minimum of three (3) references from similar projects. Example projects must have been implemented within the last five (5) years.

Respondents shall provide references that include the following for each client:

- 1) Organization's name
- 2) Name, address, and phone number of persons who can be contacted regarding performance on the project.
- 3) Brief description of the overall project nature.
- 4) Scope of products, functions and services provided.
- 5) Proposed project budget and final contract cost.

Metro Wastewater Reclamation District, Denver, CO – 2015 to 2021

Service Type: Digester Cleaning
Description: Digester cleaning, dewatering, transport and landfilling. Veris has been under subcontract to Moltz Construct to clean 12 large digesters for reconstruction.
Contact: A.D. Norford
Phone: (303) 916-9332
Contract Amount: \$3,600,000 for 14 digesters to date

Service Type: Digester Cleaning
Description: Two digesters were pumped to drying beds.
Contact: Roger Brown
Phone: (307) 686-5274
Contract Amount: \$117,000 Total

Centennial Water and Sanitation District – 2020 & 202

Service Type: Digester Cleaning

Description: One digester has been cleaned and land applied in 2020, and another digester is planned to be cleaned later this year.
Contact: Peter Bong
Phone: (630) 977-9161
Contract Amount: \$108,000

City of Fort Collins, CO – 2019 & 2020 & 2022

Service Type: Digester Cleaning
Description: Four digesters were cleaned and pumped down, then solids were land applied by Veris.
Contact: Christina Schroeder
Phone: (970) 221-6923
Contract Amount: \$60,000 for each digester

I. KEY PERSONNEL RESUMES

Provide a 1-page professional resume with educational background, professional development, qualifications, and experience for each Key Personnel team member ~~with~~ prime consultant or Sub-consultant.

Denali's resumes are included with list of the staff under section E3.

Tribeca Transport will manage the transport and disposal contractor. Eric Thwaites will be our point of contact. Tribeca Transport company summary is included here.

Over the past 11 years, Tribeca has managed multiple land application programs across Oregon and Washington. These projects include both Class A and B biosolids, solid waste for application, Cake and Liquid, 2%-37% solids, and have required extensive land application knowledge and resources. Tribeca has successfully managed their Woodland, WA based Beneficial Use Facility for the past 9 years land applying on average 4600 Wet tons and 1.2 million gallons of liquid Class B biosolids for 10 customers within a two to three-month period. Additionally, since 2012 Tribeca has managed Clean Water Services Year-round Class B Biosolids land application program in the Sherman, Gilliam and Linn County Oregon areas, as well as assisting with Clackamas county's biosolids program (operated in Sherman County), since April 2019. In addition, Tribeca recently completed a land application project with Portland BES applying roughly 14,000 wet tons between January and August 2019 and completed a 14,000 wet ton land application project for the City of Ontario, OR in the fall of

2020. Tribeca understands the importance of biosolids management and how imperative it is to understand state rules and regulations to protect all involved parties. All land application has been performed with zero backup contracts, zero incidents, and zero violations.

Each resume shall include the key personnel's role on this project, overall career history, history with the current respondent's firm, and relevant past project examples. provided when and if invitations are issued, but elaborate presentations are not desired.

3.1 BID FORM

BID FORM

CITY OF HOOD RIVER
NORTH DIGESTER CLEANING AND INSPECTION PROJECT

Submittal Date: 5:00 P.M., **Thursday, March 31, 2022**

Email submittals to:

City of Hood River Wastewater
Treatment PlantATTN. Chuck
McDonald at
cmcdonald@windsorengineers.com

I, the undersigned, an authorized representative of the bidder, whose name is:

Mike Scharp – VP Sales and Environmental Services

Whose address is: PO Box 888

City, State & Zip: Longmont, CO 80502

Phone No.: 303-886-0572 Fax No.: (585) 358-4525

Fed. Tax ID No.: 26-1757145

I have read and thoroughly understand the Invitation to Bid for the "North Digester Cleaning and Inspection Project" and accept all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

In submitting this Bid, I represent that:

- (a) I have examined copies of all the Bidding Documents and of the following Addenda (receipt of which are hereby acknowledged):

<u>Date</u>	<u>Number</u>

- (b) I have familiarized myself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect costs, progress, performance or furnishing of the Work.
- (c) I fully understand that no subsurface or onsite testing has been done and do not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- (d) I have had the opportunity to view and inspect the Project location and physical conditions at the site that may affect the cost, progress, performance or furnishing of the Work.
- (e) I have given the City written notice of all conflicts, errors or discrepancies that I have discovered in the Contract Documents and the written resolution thereof by City is acceptable to me. I take no other exception other than those clearly stated herein.
- (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; I have not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; I have not solicited or induced any person, firm or corporation to refrain from bidding; and I have not sought by collusion to obtain for myself any advantage over any other Bidder or over

City.

Acting on behalf of my firm which is listed above, I make the following representations and Bid in response to the Bidding Documents. (I have attached additional pages where necessary):

1. Number of years the Bidder has been in business and the average number of employees over the previous five years:

27 years with an average of 1,000 employees

2. The names of the officers, principals and key employees of the Bidder who will be performing the work of this project, with a description of each person's experience in providing the same or similar type of work (résumés may be attached for each person):

Information provided in write up

3. A list of all public bodies for which the has provided services, construction or operation similar in scope, size, or discipline as described in Invitation to Bid within the last five years:

Information provided in write up

4. The Bidder's acceptance or rejection of the contract provisions proposed by the City.

Accept

5. The number and scope of other projects in which the Bidder will be engaged at the time the City's project will be implemented and an assessment of the Bidder's ability to handle multiple projects concurrently.

Information provided in write up

6. Constraints that could affect the Bidder's ability to perform the work promptly and efficiently.

Information provided in write up

7. The names and addresses of any and all clients of the Bidder who have made claims against the Bidder within the last five years alleging that the Bidder breached a contract for services or construction or were negligent in performance of services or construction. Describe the nature and current status of the claims. Claims should be fully disclosed regardless of whether they involved litigation, arbitration or other formal dispute resolution process. The disclosures required under this provision also apply to any business with which the principals or officers of the Bidder were associated during the last five years.

Information provided in write up

8. State whether the Bidder is capable of performing all of the work described in the Invitation to Bid. If the Bidder intends to subcontract any of the work, the bid shall identify subcontractors and include all information required.

Information provided in write up

9. Provide a schedule in bar-chart form for performing the work required under the Invitation to Bid. Identify any contingencies that could affect timely performance.

Provided upon selection

10. The Bidder is ___ or is not **X** a resident Bidder as defined in ORS 279A.120.

11. The Bidder's Construction Contractors Board and/or Landscape Contractors Board number/s is/are:

DENALWS803R2

12. The Bidder provides a statement that the Bidder "agrees to be bound by and will comply with the provisions of ORS 279C.838 or ORS 279C.840 or 40 USC § 276a." Bidder's signature on the attached Bidder's Certifications satisfies this provision.

14. Bid price

Owner will award the Contract to the lowest Total Bid Price, which includes the Lump Sum Bid Price subject to the evaluation and acceptability criteria in the Instructions to Bidders. Payment for work done under this contract will be made at the Total Bid Price listed below.

(a) Lump Sum Bid Price

Bidder proposes and agrees to accept as full payment the following bid amount for the "North Digester Cleaning and Inspection Project" proposed within the bidding documents, and certifies that this amount is based on the Bidder's own estimate of quantities and costs and includes sales, consumer, use, and other taxes, overhead, and profit. The Lump Sum Bid Price includes the Force Account item established in the bid.

Lump Sum Bid Price:

\$ 260,650.00 _____

(figures)

(words)

(The amount in words takes precedence)

(b) Total Bid Price

I. Insert the Lump Sum cost into the blank space provided in the Bid Tabulation.

II. The Total Bid Price shall equal the sum of the Lump Sum Bid Price.

Total Bid Tabulation				
Item No.	Quantity -Units	Description	Unit price	Total Cost
1	Lump Sum	Mobilization, demobilization, bonds, insurance, permits	\$18,000.00	\$18,000.00
2	100,000 Gallons*	Removal of Water	\$ NA	\$ NA
3	45 60 Dry Tons**	Removal of Biosolids and Grit	\$3,083.55	\$185,650.00 185,013
4	LS	Clean & Test Digester	\$40,000.00	\$40,000.00
5	LS	Digester Report	\$5,000.00	\$8,000.00 5,000
6	Force Acct	Force Account	\$ 10,000.00	\$ 10,000.00
Total Bid Price			\$	\$260,650.00 258,013
				(figures)
				Two hundred and sixty thousand, and six hundred and fifty dollars.
				(words) (The amount in words takes precedence)

*Gallons shall be measured in a manner acceptable to the City and Contractor

**Dry Tons shall be defined on a basis of weight tickets provided by the contractor as accepted by the landfill and as further described in the contract specifications.

15. The following documents are included and made a condition of this quote:

(a) Executed Bidder's Certifications.

- i. Executed Bidder's Certification that Bidder has established a drug testing program for employees pursuant to ORS 279C.505 (2). Bidder's signature on the attached Bidder's Certifications satisfies this provision.
- ii. Bidder's qualification statement with supporting data. Bidder's signature on the attached Bidder's Certifications satisfies this provision.
- iii. Bidder certification that bidder has not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required (sub)contracts. Failure to provide certification is grounds for disqualification. Bidder's signature on the attached Bidder's Certifications satisfies this provision.
- iv. Bidder's certification that it shall not accept a bid or bids from sub-contractors to perform work as described in ORS 701.005 under this contract unless the sub-contractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or bids to the contractor. Bidder's signature on the attached Bidder's Certifications satisfies this provision.

- v. Bidder's certification of compliance with the Oregon tax laws in accordance with ORS 305.385. Bidder's signature on the attached Bidder's Certifications satisfies this provision.

(b) Professional Services Agreement Sample

(c) Digester Cleaning and Inspection specification

(d) Digester plan sheet

16. A schedule in bar-chart form beginning at day zero and detailing the work required under the contract including mobilization time and all major items of the work. Begin schedule with day zero, the date the Contractor receives "Notice to Proceed". The scheduling data will be used by the City in their evaluation of the bids and will become part of the contract between the city and contractor.

17. BOLI Prevailing Wage Rates

This is a contract for a public works project subject to the existing state prevailing rate of wage and, if applicable, the federal prevailing wage of rate required under the Davis- Bacon Act (40 U.S.C. 276a).

Every contract and subcontract must contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

Prevailing rates of wage are available electronically via the Internet at the following address: <https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2020.aspx>

Bidder is:

An Individual

Name (typed or printed): N/A

By: _____(SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Denali Water Solutions LLC

State of Incorporation: Delaware

Type Limited Liability Company

(General Business Limited Liability)

By: _____

(Signature _____ Authority to sign)

Name (typed or printed): Jeffrey J. LeBlanc

Title: Chief Growth Officer

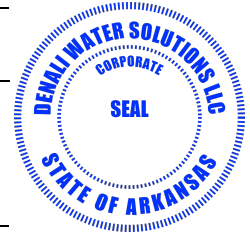
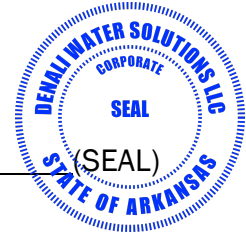
Attest: _____

(Signature of Corporate Secretary) Witness-Gary Aldridge

Business address: 3308 Bernice Avenue, Russellville, AR 72802

Phone No.: (315) 374-8645 FAX No.: (585) 358-4525

Date of Qualification to do business is: 10/30/2014



A Joint Venture

Joint Venturer (1) Name: N/A (SEAL)

By: _____

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer (2) Name: _____ (SEAL)

By: _____

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above).

BIDDER'S CERTIFICATIONS

THIS CERTIFICATION MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THIS FORM BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Bid Documents.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in the Bid Documents (including all addenda, if any, issued);
3. The Bid submitted is in response to the specific language contained in the Bidding Documents, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Bidding Documents, or (b) any previously-issued ITB, if any.
4. The City is not liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the Bidding Documents.
5. The City is not liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
6. The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
7. Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid and the Bid Documents (including all addenda, if any, issued);
8. Bidder will furnish the designated item(s) and/or service(s) in accordance with the Bid Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and

9. Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.


10. Bidder certifies that Bidder is authorized to act on behalf of Contractor in this matter, and attests under penalty of perjury that:

a. Contractor has not and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.

b. Contractor will not accept a Bid or Bids from sub-contractors to perform work as described in ORS 701.005 under the Contract unless the sub-contractors are registered with the Construction Contractor's Board in accordance with ORS 701.035 to 701.055 at the time they submit their Bid or Bids to the Bidder.

c. Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

d. Contractor agrees to be bound by and comply with ORS 279C.838 or ORS 279C.840 or 40 U.S.C. 276a, and all applicable requirements of ORS 279C.800 through ORS 279C.870, and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates, maximum hours of labor, and payment of a fee to BOLI.

Authorized Signature:  _____
Title: Chief Growth Officer

FEIN ID# or SSN# (required): 26-1757145

Contact Person (Type or Print): Mike Scharp

Telephone Number: _____ Fax Number: _____
(303) 886-0572 (585) 358-4525

SAMPLE

CITY OF HOOD RIVER PROFESSIONAL SERVICES CONTRACT

PARTIES:

City of Hood River ("City")

211 2nd Street

Hood River, OR 97031

XYZ Consulting ("Contractor")

XXXX SW Fourth Avenue

Portland, Oregon 97201

RECITALS:

WHEREAS, the City desires to engage the Contractor to provide Engineering Services for WWTP Program Administration as set forth in the attached Exhibit A which is incorporated herein by this reference; and

WHEREAS, the Contractor is suitably qualified, ready, willing and able to provide the services described in Exhibit A (the "Scope of Professional Services"), in accordance with the terms set forth this Contract; and

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated herein, and the mutual promises of the parties, the parties agree as follows:

1. Statement of Work. Contractor shall provide and perform the services set forth in Exhibit A within the term of this Contract. Contractor shall report to and coordinate with the Director of Public Works in accordance with the terms and conditions of this Contract.

2. All Costs by Contractor: Contractor shall, at its own risk and expense, perform the Work and, except as provided in this Contract, furnish all labor, equipment and materials required for the full and proper performance of the Work.

3. Qualified to Provide Work: Contractor has represented, and by entering into this Contract now represents, that Contractor, and all persons employed by Contractor assigned to work on this Contract, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

4. Contract Documents: This Contract includes the following documents, which are incorporated herein by this reference and made a part here of: Exhibit A (Scope of Professional Services), Exhibit B (Budget) and Exhibit C (Hourly rates).

5. Contract Term: This Contract shall be effective (date), 2020 and shall be completed and terminate on or before (date) unless terminated earlier or extended in accordance with Section 8. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 6.

6. Compensation: City agrees to pay Contractor not to exceed \$XX,XXX for performance of the Work described in Exhibit B during the term of the Contract, which payment shall be based upon the following terms:

a. Contractor shall provide City with monthly itemized billing statements describing the work performed by each of Contractor's professionals or those of its subcontractor(s) and the amount of time for each task performed, along with an itemization of all reimbursable costs and expenses.

b. Hourly rates for all professionals shall be those stated in the schedule of rates provided by Contractor in Exhibit C.

c. City shall pay each of Contractor's monthly bills within 30 days of presentment, less any disputed amounts, which shall be withheld until the dispute is resolved.

7. Indemnification: Contractor agrees to and shall defend, save, hold harmless and indemnify City against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to Contractor's activities or those of its officers, employees, subcontractors or agents, under this Contract. Contractor shall not be responsible for any claims, suit, actions, losses, damages, liabilities, costs or expenses directly, solely, and proximately caused by the negligence of City.

8. Termination, Modification and Amendment: This Contract may be terminated with or without cause by the terminating party giving 30 days written notice to the other party. This Contract may be modified or amended, including the term, only by a written instrument signed by both parties.

9. Independent Contractor Status:

a. Contractor is and shall perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product. However, the City shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. Contractor understands and agrees that it is not an "officer" or "employee" of the City, as those terms are used in ORS 30.265.

c. Contractor is responsible for all federal, state and local taxes and fees applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

10. Assignment and Subcontracts: Contractor may subcontract work under Contract only as described in Exhibit A and then only to the subcontractors identified in Exhibit A, unless approved in writing by the City. Contractor shall be fully responsible for the acts and omissions of all assigns and subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any Contractual relation between the assignee or subcontractor and City.

11. Governing Law; Venue; Consent to Jurisdiction: This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

12 Merger Clause; Waiver: This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.

13. Insurance: Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

- a. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance in the amount of \$1 million per occurrence and \$2 million aggregate;
- b. A professional errors and omissions liability policy in the amount of \$1 million;
- c. A comprehensive automobile liability policy, including owned and non- owned automobiles, in the amount of \$2 million; and
- d. Workers compensation insurance consistent with state law requirements.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act and are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act.

Liability insurance coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (b) above. The City shall be named as an additional insured on all policies except (b).

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate that states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

14. Ownership of Work Product.

a. Definitions. As used in this Section 14, and elsewhere in this Contract, the following terms have the meanings set forth below: (i) Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor and the Contractor's consultants are Instruments of Service intended and authorized for use by the City. (ii) "Work Product" means all copies of such Instruments of Service provided by Contractor to City pursuant to the Work.

b. Original Works. The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain common law, statutory and other reserved rights in their work, including any applicable copyrights. All Work Product provided by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City, which may use them without the Contractor's further permission for any lawful purpose. Under no circumstances will the transfer of ownership of drawings, specifications, electronic data or other Instruments of Service be deemed to be a sale by the Contractor, and the Contractor makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

c. Third Party Works. Upon execution of this Contract, the Contractor grants to the City a nonexclusive license to reproduce the Contractor's Instruments of Service for purposes of constructing, using and maintaining the Project. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Contract. Any unauthorized use of the Instruments of Service for any purpose other than the Project shall be at the City's sole risk and without liability to the Contractor or the Contractor's consultants. The City shall indemnify and hold harmless the Contractor, Contractor's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any unauthorized use of drawings, specifications, electronic data or other Instruments of Service.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: XYZ Consulting:

CITY of Hood River:

Name Date
Title

Name Date
Title

Denali

WATER SOLUTIONS

3308 Bernice Avenue
Russellville, Arkansas 72802

(479) 498-0500
www.denaliwater.com



CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: May 23, 2022
To: Honorable Mayor and Members of the City Council
From: Will Norris, Finance Dir. / Asst. City Manager
Subject: Q4 Supplemental Budget - Res. 2022-07

Background

On June 14th, 2021, the Hood River City Council adopted the appropriations resolution governing the City's Adopted Budget for Fiscal Year (FY) 2021-22. Mid-year changes in revenue or operating conditions regularly require appropriation adjustments. ORS 294.471 allows the governing body of a municipal corporation to adopt a Supplemental Budget by ordinance or resolution. The attached Q4 Supplemental Budget, Resolution 2022-07, makes the following adjustments:

GENERAL FUND

Engineering Income and Contract Expenses \$ 150,000

The rapid economic rebound following the pandemic has led to an increase in development activity. The supplemental budget recognizes additional Engineering Program Charges for Services revenue above budgeted expectations and appropriates the corresponding additional contractor expenses for plan review.

Contingency Transfer \$ 45,000

The supplemental budget transfers contingency for several unexpected department expenditures. These include City Manager recruitment expenses (\$20K), Planning Department legal costs associated with defending the City's "Missing Middle" ordinance at the Oregon Land Use Board of Appeals (\$10K), and Parking Program Bank/Merchant fees for new mobile payment applications (\$15K).

RESTRICTED REVENUE FUND

Increased Lodging Tax Remittance for Tourism Promotion \$ 150,000

The Q4 Supplemental Budget recognizes the additional lodging tax revenue that the Tourism Promotion Fund is experiencing and appropriates the corresponding remittance to the Hood River Chamber of Commerce for tourism promotion as required in the Hood River Municipal Code.

AGENCY FUND

Water Revenue Remittance \$ 20,000

The City of Hood River bills and collects utility revenue for the City Mosier. The Supplemental Budget adjusts for slightly higher than anticipated billings and makes the corresponding increase in remittances to the City of Mosier

Staff Recommendation: Adopt Resolution No. 2022-07, a Supplemental Budget, to make appropriations and adjust the adopted budget for Fiscal Year 2021-22.

Suggestion Motion: “I move that City Council approve Resolution 2022-07, to make appropriations and adjust the adopted budget for Fiscal Year 2021-22.”

Alternatives:

- Request additional information from staff
- Do not approve the Supplemental Budget

Fiscal Impact:

The attached resolution identifies the adjusted amounts.

Attachments:

Resolution No. 2022-07

RESOLUTION 2022-07 FY2021-22 Q4 SUPPLEMENTAL BUDGET

A Resolution Adopting a Supplemental Budget for Fiscal Year 2021-22 for the City of Hood River
WHEREAS, ORS 294.471(1)(a) allows the governing body of a municipal corporation to make one or more supplemental budgets if an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period requires a change in financial planning;

NOW, THEREFORE, BE IT RESOLVED, by and through the City of Hood River meeting in regular session, the City of Hood River City Council hereby adopts the following supplemental budget, makes appropriations, and adjusts the Fiscal Year 2021-22 Budget as follows:

	Current Budget	Increase / Decrease	Revised Budget
GENERAL FUND			
Beginning Balance	2,663,284		2,663,284
Revenues	9,806,396	150,000	9,956,396
Transfers-In	0		0
Total Resources	12,469,680		12,619,680
Police	2,823,423		2,823,423
Fire	4,057,187		4,057,187
Parks	738,988		738,988
Planning	666,685	10,000	676,685
City Council	23,806	20,000	43,806
Engineering	287,768	150,000	437,768
Municipal Court	147,851		147,851
Parking	529,686	15,000	544,686
Non-Department	321,200		321,200
Debt Service	0		0
Transfers	0		0
Special Payments	0		0
Contingency	170,559	(45,000)	125,559
TOTAL - GENERAL FUND	9,767,153		9,917,153
Unappropriated/Reserved Balance	2,702,527		2,702,527
Total Requirements	12,469,680		12,619,680

Summary: Recognizes higher than expected development review fees and appropriates corresponding additional engineering consultant expenses. Contingency reduced to pay for City Manager recruitment costs, parking app bank fees, and LUBA Legal expenses not anticipated at budget adoption

RESTRICTED REVENUE FUND			
Beginning Balance	776,123		776,123
Revenues	1,993,929	150,000	2,143,929
Transfers-In	0		0
Total Resources	2,770,052		2,920,052
Building Program	450,857		450,857
LID Assessments	34,724		34,724
Small Grants	70,701		70,701
Fire General Obligation Bonds	0		0
Tourist Promotion Fund	496,314	150,000	646,314
CET - Local Program	0		0
CET - Development Incentives	0		0
CET - State OHCS Distribution	75,000		75,000
AFT AirPack Grant	0		0
Debt Service	852,901		852,901
Transfers	0		0

Special Payments	0	0
Contingency	300,000	300,000
TOTAL - RESTRICTED REVENUE FUND	2,280,497	2,430,497
Unappropriated/Reserved Balance	489,555	489,555
Total Requirements	2,770,052	2,920,052

Summary: Recognizes higher than budgeted lodging tax receipts and appropriates the corresponding remittance to the Chamber of Commerce for tourism promotion.

AGENCY FUND

Beginning Balance	0	0
Revenues	500,000	20,000
Transfers-In	0	0
Total Resources	500,000	520,000
Mosier Sewer Billing	300,000	300,000
Mosier Water Billing	200,000	20,000
TOTAL - AGENCY FUND	500,000	520,000
Unappropriated/Reserved Balance	0	0
Total Requirements	500,000	520,000

Summary: Recognizes additional revenue and appropriates the corresponding remittance to the City of Mosier

Approved by the City of Hood River City Council on this 23rd day of May, 2022, to take effect immediately

Kate McBride, Mayor

ATTEST:

Jennifer Gray, City Recorder

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: May 23, 2022

To: Honorable Mayor and Members of the City Council

From: Adam Schmid, Public Works Foreman

Subject: Contract Amendment- Parks Landscaping Contract

Background:

In late 2021 the City of Hood River entered into a Parks Landscaping Contract with Crystal Greens to provide landscaping and porter service in fourteen City parks, seven detention ponds, and three parking lots. Work under this contract began on April 1st, 2022 and the service timeline extends until November 30th, 2022.

The City was planning to perform irrigation services internally when this contract was written, but since that time the only Parks employee of the City left to take another job. Due to this departure, and the lack of trained staff to perform irrigation service, the City is requesting that Crystal Greens perform irrigation services as part of their existing landscaping contract.

Water usage in all City parks for the past three years was summarized and reviewed by Staff. This summary was submitted to Crystal Greens who estimated 30% water savings could be realized with the installation of the smart controllers and weather stations. This 30% reduction in water usage equates to annual savings of roughly 3,120,000 gallons of water and \$10,000.

Discussion:

This irrigation service includes removal and disposal of the existing irrigation system controls and installation of twelve Weathermatic smart link controllers. This amendment also includes installation of twelve weather stations and twelve air cellular cards. The amendment includes the costs for all applicable equipment, material and labor. Additionally, an inspection of the new irrigation system will be completed monthly by Crystal Greens.

The existing landscaping contract is based on the calendar year and expires at the end of December 2022. After the new controllers are installed, it is expected that only six months of system inspection will be needed under this current contract year.

Staff Recommendation:

Public Works recommends amending the existing Landscaping Contract with Crystal Greens to include irrigation system replacement and service. All services outlined in the amendment will cost a total of \$26,720 for the remainder of the current contract year.

Suggested Motion:

I move that we amend the existing Landscaping Contract with Crystal Greens to include irrigation system replacement and service in the amount of \$26,720.

Alternatives: Do not award the amendment to the existing contract.

Fiscal Impact: One-time project costs for existing system removal and installation of the smart controllers totaling \$14,600 will be funded within the Parks Funds for fiscal year 2021-22. Monthly service costs for this system are estimated at \$2,020 per month for a total of \$12,120 for the six months remaining in the current contract year.

Attachments:

- City of Hood River- Parks- Irrigation Maintenance Amendment
- City of Hood River- Signed Maintenance Agreement
- City of Hood River- Additional Weathermatic Information



Irrigation Maintenance

Service Amendment

City of Hood River Parks - Irrigation Maintenance Amendment

Managed by City of Hood River

Terms & Conditions

Crystal Greens Landscape, Inc. agrees to maintain the irrigation for the City of Hood River Parks, in accordance with the applicable Service Calendar and Specifications, for equal monthly installments is listed on Page 2.



Service Now Includes

Smartline Water Management System

Management of Smartlink Weather-based Irrigation System is included in Irrigation Amendment

Amendment Specifications: This Amendment shall remain in effect for duration of the current agreement with City of Hood River. Crystal Greens Landscape furnishes all necessary labor, supervision, equipment, tools, materials, and transportation required to maintain the irrigation for the City of Hood River. Crystal Greens Landscape will repair any irrigation damage or property damage directly caused by our company. We are not responsible for the condition of the irrigation due to vandalism, irrigation system deficiencies, weather damage, or act of God.

Acceptance and Authorization: This Amendment, including the Service Calendar and Specifications attached to and incorporated into the document, is satisfactory and hereby accepted. Crystal Greens Landscape is authorized to do the work. The price does not include sales tax (WA properties). You agree to pay the monthly installments, due by the twentieth day of each month. There will be a 2% late fee applied for delayed payment. Either party reserves the right to terminate this agreement by providing thirty (30) days written notice. All monies due must be paid at time of termination. Full payment of additional services rendered will be required upon termination of contract.

Forrest Visscher

Crystal Greens Landscape, Inc.

4/29/2022

Proposal Date

Authorized Customer Signature

Authorized Date

Crystal Greens Landscape, Inc. is licensed with the State Landscape Contractors Board, which is located at: 2111 Front St. NE, Suite 2-101, Salem OR, 97301, P:503.378.5909; F503.378.5950; OR LCB #7370

5/15/2022

Service Start Date



Service Calendar & Service Specifications

Irrigation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Irrigation Management	Spring audit / Turn on				Seasonal adjustments				Winterize				◆
Smartline Irrigation	Installation & Management of Smartline Irrigation Controllers.												◆

Irrigation Management

- ◆ Spring audit and turn-on includes charging the mainline, turning on each zone from the clock, adjusting heads for adequate coverage, programming the Controller(s), and documenting all needed repairs. Programming automatic controller(s) where applicable.
- ◆ Winterization includes shutting off the water supply at the backflow device, opening manual drains and turning off the irrigation clocks.
- ◆ Irrigation Repairs and replacements are considered additional work and are invoiced at our hourly rate (\$85/hr.) plus materials and are not included in this Irrigation Amendment. We assume responsibility for all damage that occurs as a result of our maintenance process.
- ◆ On-site Repairs may be made, totaling up to \$2,000 and are deemed authorized if they are necessary for the continued viability of turf and plant material at the parks. Repairs more than \$2,000 will require specific customer authorization prior to repair.
- ◆ Management of Weathermatic Smartlink Irrigation will be implemented upon installation of Smartline Irrigation Controllers.
- ◆ Warranty of Weathermatic Smartlink Irrigation Management System is included in this amendment. Warranty covers replacement at any time for any Weathermatic Smartlink Irrigation Controller for any reason (vandalism, theft, controller malfunction, controller damage, etc.). Warranty exists for as long as Crystal Greens Landscape, LLC is the active service provider for the properties included in this amendment.
- ◆ Cost for installation of Weathermatic Water Management System throughout the City of Hood River Parks is included in this Amendment as a single up-front cost. Weathermatic Water Management System Installation project proposal is listed on pg.3

Budget

Property Name	Monthly Cost
Waterfront Park	\$215
Overlook Memorial Fountain	\$120
Stratton Rose Garden	\$120
Wilson Park	\$170
Children's Park	\$170
Tsuruta Park	\$170
Jackson Park	\$305
Collins Baseball Field + Tsuruta Tn Ct.	\$170
Friendship Park	\$170
Mann Park	\$170
Montello Park	\$120
Sherman Triangle	\$120
Grand Totals	\$2,020



Project Proposal

Opportunity # 81699

City of Hood River

City of Hood River, Hood River, OR 97031

Managed by: City of Hood River

Scope of Work

City of Hood River - Weathermatic Water Management System Installation Proposal

Includes all applicable labor, equipment, and material to install Weathermatic Water Management System throughout all the applicable City of Hood River Parks. Work includes:

- Installation of Weathmatic Smartlink Controllers (12)
- Installation of Weather Stations (12) and Air Cellular Cards (12)
- System checks for each installed controller at every location.
- Removal and disposal of the existing controllers

Hidden Conditions: If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment and shall be paid for in full by the Owner, subject to the terms and conditions of this contract.

Project Total: \$14,600.00



4/29/2022

Accepted: _____

Ryan McNaughton
Crystal Greens, LLC

Date

Authorized Customer Signature

Date

Acceptance of Proposal: I have read and understood the proposal outlined above. The prices, specifications, and conditions for the work proposed are satisfactory, and I accept the proposal. I understand that my payment is due upon completion of the project unless other terms are agreed to as outlined above. Customer promise to pay any expense incurred in the collection of delinquent amounts, including costs, expenses and reasonable attorney fees in the event of any legal action. A late charge of 2% per month will be charged on past due amounts. No warranty is included unless stated in the scope of work. The quoted price will be valid for 60 days from the date the proposal was submitted. The quoted price does not include applicable sales and use tax.



SmartLine Water Management System

SAVE WATER. SAVE MONEY. SAVE TIME.

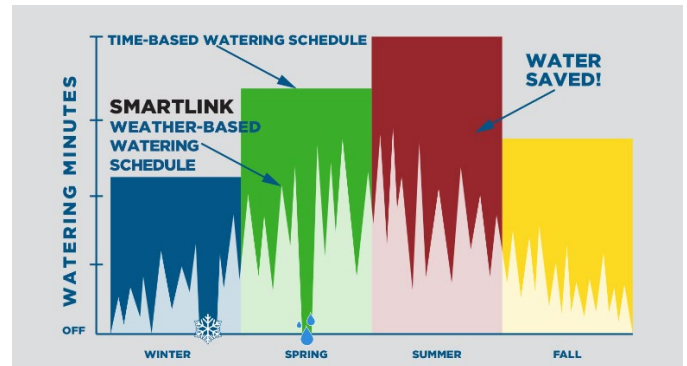
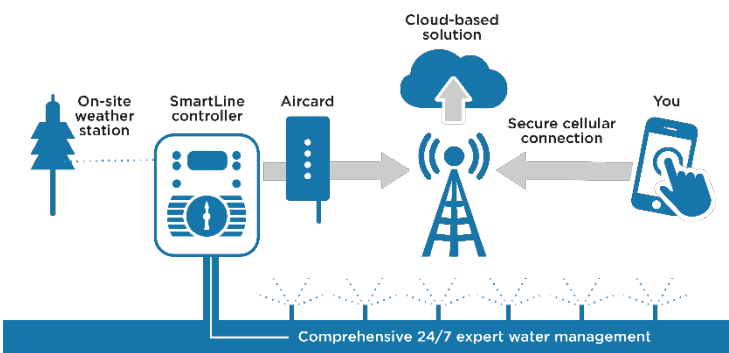


FREE Controller, Installation, and Management of Weather-based Irrigation System
No Fees: Weather-based Subscription Costs Included in Landscape Maintenance Service



Saving Clients 38% Average Irrigation Water Usage!

Controlled Water Costs, Efficient Response Time, Improved Troubleshooting, System Activity Transparency, Communication Capabilities, Dependable Equipment with Full Warranty.



How It Works?

- System automatically makes daily water adjustments based on temperature, humidity, soil type, sprinkler nozzle, plant type, and slope.
- Weather station set at each controller and communicates wirelessly to adjust according to weather patterns
- Automatic cycle soak to reduce water run-off
- Never loses date/time or programming due to power failure
- Optionally omit days, times, and dates
- Meets EPA Water Sense Criteria

CRYSTAL GREENS LANDSCAPE, INC.

503-742-0101 | CRYSTALGREENS.COM | P.O. BOX 568 CLACKAMAS, OR 97015
OR LCB#: 7370, WA CCBW#: CRYSTGL970MM

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the CITY OF HOOD RIVER (the "City"), an Oregon Municipal Corporation, and CRYSTAL GREENS LANDSCAPE COMPANY (the "Consultant").

RECITALS

A. City requires a consultant to perform the Landscape Services for the City because City staff currently does not have the requisite knowledge, skill or training to perform such services, and the Consultant consists of landscape professionals who possess the requisite knowledge, skill and training to provide general city landscape services; and

B. The City undertook a competitive public solicitation process through Requests for Proposals to select a consultant to perform landscape services for the City during 2022 which resulted in the City selection of the Consultant for landscape services; and

C. The Consultant is ready, willing, and able to accomplish all of the tasks and associated work described in the attached Exhibit A, Landscape Proposal, received October 18, 2021, work that includes landscape maintenance of all City parks, detention basins, and certain downtown parking lots.

Based on the foregoing Recitals, the parties agree as follows:

AGREEMENT

1. Term and Early Termination. The term of this Agreement shall begin approximately April 1, 2022 and run for a period of approximately seven (7) months from that date. This Agreement may be renewed by the City at the end of the initial term, after which it will automatically expire. Notwithstanding the foregoing, this Agreement may be terminated prior to the end of its term as stated herein by either party giving 30 days' written notice to the other party. However, any such early termination shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.
2. Scope of Services. Consultant's services under this Agreement shall be to serve as the landscape contractor for the City, which shall consist of the services described in Exhibit A, attached hereto and by this reference incorporated herein and such other services as the City may reasonably require (the "Work"). Any work not specifically covered in Exhibit A will be performed only upon written request of the Public Works Director.
3. Compensation.
 - (a) City agrees to pay Consultant on a time-and-materials basis for the services rendered in accordance with the rate schedule set forth in Exhibit A, attached hereto and incorporated herein by this reference.
 - (b) Contractor shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed and shall itemize and explain all expenses that

this Contract requires City to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall send invoices to the City Manager by the 20th day of the month for work completed in the prior month. Payments shall be made within 30 days of the date of the invoice. Should the initial term of the Contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.

(c) City agrees to pay Consultant within 30 days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(d) Consultant understands and agrees that City operates on limited funding and that much of the work under this Agreement is financed through grants and fees assessed to applicants. Thus, funds to finance the costs of the services are subject to availability.

(e) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Consultant any fees or costs that City reasonably disputes.

4. Independent Contractor Status. Consultant will comply with ORS 670.600 through 670.605 during the life of this Agreement and as amended and shall be free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(a) Consultant is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement.

(b) Consultant is not eligible for any federal social security or unemployment insurance payments by the City for work performed under this Agreement. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(c) Consultant has filed federal and state income tax returns in the name of the business as part of the personal income tax return for the previous year for labor or services performed as an independent contractor in the previous year.

(d) Consultant agrees and certifies that work performed pursuant to this Agreement will be performed by associates of Crystal Greens Company. At the time of execution of this Agreement and for all work performed under this Agreement, the Crystal Greens Company is a licensed contractor in the State of Oregon and shall remain in good standing within the State of Oregon for the duration of this Agreement.

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
6. Subconsultants and Assignment. Consultant shall neither subcontract any of the Work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Consultant.
7. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.
8. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.
9. Compliance with Applicable Law. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279C.100 to 279C.125. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.
10. Conflict of Interest. If, under this Agreement, the Consultant has occasion to supervise, regulate, review, recommend or critique the work of any corporation, person, partnership or any other entity for whom the Consultant has previously worked, the Consultant shall immediately notify the City Manager of this prior relationship. The Consultant shall not perform any Work for the City that involves supervising, reviewing, regulating, recommending or critiquing the work of any corporation, person, partnership or any other entity for whom the Consultant has previously worked unless the Consultant first advises the City Manager and the City Manager provides written authorization for the Consultant to proceed. Failure by the Consultant to so notify the City Manager and obtain the required authorization as required by this section may result in the immediate termination of this

Agreement.

11. Professional Standards. In performing Work under this Agreement, the Consultant shall be responsible, to the level of competency presently maintained by other landscape contractor previously in the City's employ, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Agreement.
12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by both parties hereto.
13. Indemnity and Insurance
 - (a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused by the negligent acts, omissions, activities or services by Consultant, or the agents, consultants or employees of Consultant provided pursuant to this Agreement.
 - (b) Workers' Compensation Coverage. Consultant certifies that, to the extent required, Consultant has qualified for workers' compensation as required by the state of Oregon. Consultant shall provide the City, upon request, a certificate of insurance evidencing coverage of all subject workers under the applicable workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without 30 days' advance written notice to City. All agents or consultants of Consultant shall maintain such insurance.
 - (c) Comprehensive, General, and Automobile Insurance. Consultant shall obtain and maintain, comprehensive general and automobile liability insurance for the protection of Consultant and City and its directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's work. This insurance shall be in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. This insurance shall name City as an additional insured, with the stipulation that coverage, as to the interest of the City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.
 - (d) Errors and Omissions Insurance. Consultant shall obtain and maintain, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$1,000,000 combined, single limit. This insurance shall include contractual liability and shall remain in effect for a period of 3 years following completion of the project for which the insurance was obtained. Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. The provisions of this subsection apply fully to Consultant and its consultants and agents.

14. Integration. This Agreement contains the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
15. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.
16. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
17. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
18. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.
19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.
20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective 48 hours after mailing, unless sooner received.

<p>For Consultant:</p> <p>Crystal Greens Company Attn: Forrest Visscher P.O. Box 568 Clackamas, OR <u>97015</u></p>	<p>For the City of Hood River:</p> <p>City of Hood River Attn: City Manager 211 2nd Street Hood River, OR 97031</p>
--	--

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or its failure to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.
22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of work being performed under this Agreement and other information relative to this Agreement as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials

prepared or developed in relation with or as a part of the work performed under this Agreement. Working papers prepared in conjunction with work under this Agreement are the property of City but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

- 23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the Work herein and shall provide adequate staff for liaison with Consultant.
- 24. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines. Venue for any legal action under this Agreement shall be Hood River County, Oregon.
- 25. Authorization. The person signing this Agreement on behalf of Consultant hereby covenants and warrants he or she is authorized to do so and that his or her signature will fully bind Consultant to the terms and conditions of this Agreement. Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 11th day of November 2021.

For Crystal Greens Company:

Forrest R. Visscher
By: [Signature]
Title: Sales Manager
Dated: 11/11/2021

For the City of Hood River:

By: [Signature]
Title: City Manager
Dated: 11/15/2021

Approved as to Form:

By: _____
City Attorney

EXHIBIT A

Crystal Greens Landscape Company
Landscape Services Proposal (attached)



MUNICIPAL LANDSCAPING SERVICES

Landscape Maintenance Services

Atten: Adam Schmid & Mark Janeck



Landscape Management

MAINTENANCE | PROJECTS | TREE CARE | SNOW

Leading Provider of Commercial Landscape Management
Oregon & SW Washington



A. Introduction Letter

Adam Schmid & Mark Janeck of City of Hood River Public Works,

Thank you all for considering Crystal Greens Landscape as a preferred service partner for the City of Hood River Public Works. Crystal Greens Landscape's expertise and capabilities align with the scope of work and expectations. Our team diligently prepared this service proposal with multiple measurements, site inspections, labor allocation, equipment consideration, and leadership selection. We are confident that CGL can deliver the most qualified and service-driven team to accomplish all phases of your landscape goals in the short and long term.

Lead Account (Project) Manager

Ryan McNaughton, our Lead Account Manager, will be the main point of contact for this project. He has more than 20 years of industry experience and holds CLT, Pesticide License, Herbicide License, and Certified Stormwater Manager.

Vision & Commitment

Consistently provide premium landscape services while minimizing management headaches through superior production management, quality accountability, and proactive communication.

Ownership Structure

Crystal Greens Landscape is a locally owned company that was founded by our CEO Pat Murphy in 1990. Our General Manager, Jason Sutton has partnered with Pat since 2010 and CGL has partnered with Sperber Companies since 2020.

Company Overview

The following pages of this document provide an understanding of our company's experience, expertise, client references, reputation, and an overview of our mission, values, and service approach. We hope you enjoy our presentation and thank you for your consideration.

Our team would be excited to be awarded this service opportunity and we are passionate about the opportunity to deepen our roots in Hood River!

This proposal is valid for no less than 90 days.

Certifications

- CCB #OR7370 (Landscape Contractor's Board, Construction Contractor's Board)
- WA#CRYSTGL970MM (Landscape Contractor's Board, Construction Contractor's Board)
- CCB #OR12745
- Meets or exceeds all insurance requirements and will provide COI once under contract
- Certified Stormwater Facility Manager
- Other: Irrigation Management Certification, Spray Applicators Licenses (multiple), IPM, CLM, CLT, and others.

Landscape Management

OREGON & SW WASHINGTON

MAINTENANCE



PROJECTS



TREE CARE



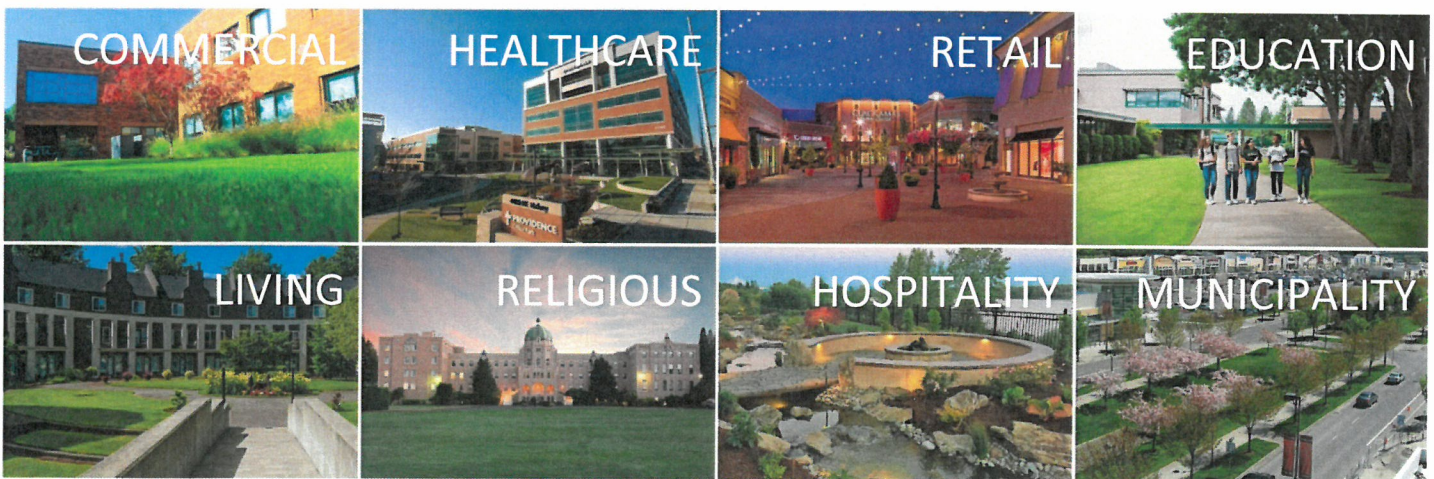
SNOW



CREATE BEAUTY. ENHANCE COMMUNITY. GROW AS PEOPLE.

Established in 1990, Crystal Greens Landscape specializes in all phases of commercial landscape management. We help clients maintain and improve property value through landscape appearance, functionality, and efficiency with our wide service range, technical expertise, and resources.

Our core company values are passion, humility, caring, integrity, and fun.



GROW WITH US!

Great People Big Vision.

A. Approach / Project Work Plan

Service Calendar

Turf Management	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mow				◆	◆	◆	◆	◆	◆	◆	◆		32-36
Hard Edge				◆	◆	◆	◆	◆	◆	◆	◆		16-18
Soft Edge				◆	◆	◆	◆	◆	◆	◆	◆		16-18
Weed Spray	As needed to minimize turf weeds												2-3
Fertilize	As needed for health and appearance												2-4
Plant Areas													
Pre-Emergent Weed Spray				◆						◆			2
Post-Emergent Weed Spray	As needed to minimize weeds												12-24
Rake & Weed Control	As needed to achieve a well-groomed, clean appearance												◆
Prune Plants	As needed for correct growth & structure, the frequency varies with plant type												2-6
Prune Ground Cover	As needed for correct growth & structure, the frequency varies with plant type												2-6
Tree Care	Prune lower limbs and remove hanging branches (excludes structure pruning)												◆
Fertilize Plants	As needed for health and appearance												◆
Fertilize Trees	As needed for health and appearance												◆
2wIrrigation													
Irrigation Management	Spring audit / Turn on				Seasonal adjustments						Winterize	N/A	
General Maintenance													
Clean up Leaves	As needed												2-4
Blow Sidewalks				◆	◆	◆	◆	◆	◆	◆	◆		◆
Remove Trash				◆	◆	◆	◆	◆	◆	◆	◆		◆
Quality Control	Quality accountability by Supervisor, Production Manager, & Account Manager												24
Day Porter Service				◆	◆	◆	◆	◆	◆	◆	◆		◆

Crystal Greens Landscape will perform the proper service level throughout the year to keep the landscape looking its best according to the seasonal conditions. Frequencies are based on an average weather calendar year and may vary with weather conditions.

◆ = included

Service Specifications

Turf Management

- ◆ Mow all irrigated turf areas once per week during the growing season. Mowing frequency may vary due to weather conditions.
- ◆ Turf shall be mowed at a height of 2.5" to 3", with no more than a third of the height to be removed per cut.
- ◆ Turf clippings will be recycled back into the turf as conditions allow and removed from the turf when in excess.
- ◆ Turf edges shall be maintained with a mechanical edger, alternating hardscape edges and softscape edges each week.
- ◆ Fertilize turf as necessary throughout the year to keep a healthy appearance.
- ◆ Broadleaf herbicide treatment of turf includes one spring blanket application and regular summer spot treatment applications.

Plant Areas

- ◆ Prune all plants and ground covers to contain their size in respect to species, size of a planter, or relative surroundings as deemed necessary to promote health, vigor, and aesthetic appeal through horticulturally correct methods.
- ◆ All landscape debris shall be removed from the site after each pruning occurrence.
- ◆ Tree pruning is limited to clearance trimming of low branches that pose a hazard to pedestrian or vehicle traffic. Tree limbs that are above ground reach are beyond the scope of maintenance service and require additional tree care services.
- ◆ Hedges above ground reach are above the scope of maintenance service and require additional services.
- ◆ Raking of plant area beds will be performed to maintain a clean appearance.
- ◆ Leaf clean-up will be performed throughout October and November.
- ◆ Young plant material will be fertilized when there are signs of nutritional deficiency to promote growth and vigor.
- ◆ Fertilization of trees will be performed as needed for health and appearance.
- ◆ Pre-emergent herbicide applications will be performed to minimize weed germination.
- ◆ Post-emergent herbicide applications will be performed to help control the weed population.

Irrigation Management

- ◆ Not applicable or a part of this maintenance agreement.
- ◆ All Irrigation services requested are billed on a time and material basis (\$75/hr) or from an itemized estimate.

General Maintenance

- ◆ Blow sidewalks and clear adjoining hardscapes of any landscape debris.
- ◆ Patrol for small trash located in landscape areas during the regular service visit.
- ◆ Quality checks include a layered quality control system performed by a Supervisor, Production Manager, and Account Manager.
- ◆ Day Porter Service will be provided through subcontract service provider and pricing will be provided as an amendment to this proposal.

Disclaimer

- ◆ Landscape in excessively poor condition and requires more than standard service may require an initial cleanup at an additional cost.
- ◆ Twice per week leaf visits are an additional cost unless specified on the service calendar as an included additional service.

Additional Services

- ◆ Crystal Greens Landscape can provide a multitude of services to fit all landscape needs. Services not listed above may be added by the customer at any time. All additional services requested are billed on a time and material basis (\$75/hr) or from an itemized estimate.

Deliverables

- ◆ Landscape Quality Reports (LQRs, Monthly), Landscape Improvement (Budget) Plans, Invoices (Per customer preference)

Task Approach

- ◆ Procedure details of each task outlined in the scope of work are encompassing and extensive. In brief, there will be the Account Manager interfacing with the customer and communicating activity plans to the Production Supervisor and relevant crews. The crews will be 2-6 person crews for most activities and single-person crews for spray activities. The results are inspected and reported via CGL's Landscape Quality Reports (LQR's) and submitted to the client or through a scheduled meeting onsite. If there are identified deficiencies, the Account Manager will proactively report to the client and promptly schedule the production team to resolve any issues.

Safety

- ◆ Safety is deeply rooted in the culture of Crystal Greens Landscape. We care about our people and community. We enforce safe practices at all levels of our operation and comply with the standards set forth by the NALP, OSHA, and OLCA. We have an established safety committee and are trained and experienced in safety measures required in right-of-way traffic and high traffic areas.

B. Staffing / Project Manager Designation

Ryan McNaughton, Lead Account Manager:

- 20 years of industry experience
- Horticulture Degree
- Certified Landscape Manager
- Certified Stormwater Facility Manager
- Landscape Contractors license

Partnership | Customer Service | Proactive Planning | Responsive | Innovative | Sustainable Solutions

Our Lead Account Managers operate as an extension of your team. The Lead Account Manager is the customer's main point of contact for quality control, project requests, new properties, budget planning, and the occasional cup of coffee. Our Account Managers are supported by a talented and experienced team. We aim to cultivate a partnership with our clients to achieve their goals by offering value solutions that fit varying budgets.



Support Staff & Experience (Directly supporting project)

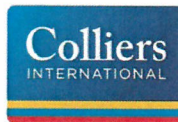
CGL has 200 landscape professionals on staff. Our management team is experienced, and service driven. We are presenting a highly talented and experienced team with great depth. We have captured an advantage in market share and density. We have made significant investments in facilities, trucks, and equipment to bolster resources unmatched by our competitors in this region. Ongoing investments in staff training and company culture have allowed us to continuously execute our growth strategy with above-average customer satisfaction and retention.

- Operations Manager: Angel Sierra; 15+ years of experience
- Sr Project Designer: Bobby Eldon; 20+ years of experience
- Irrigation Manager (Specialist): Ryan Greene, 20+ years of experience

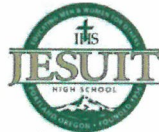
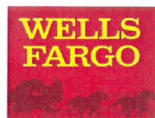
C. Experience

PROPERTY MANAGERS | FACILITY DIRECTORS | REAL ESTATE INVESTORS

We provide landscape management to some of the most beautiful and dynamic facilities in the Northwest. We excel with diverse portfolios, large campus facilities, and individual commercial properties that require a proactive and holistic approach to professional landscape management.



SEQUOIA



PORT OF PORTLAND
Possibility. In every direction.



CLACKAMAS
TOWN CENTER

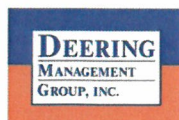


Fred Meyer



XPO
Logistics

Regency
Centers.



VESTA HOSPITALITY

Work Portfolio

Crystal Greens Landscape specializes in all phases of commercial landscape management. We help clients maintain and improve property value through landscape appearance, functionality, and efficiency.

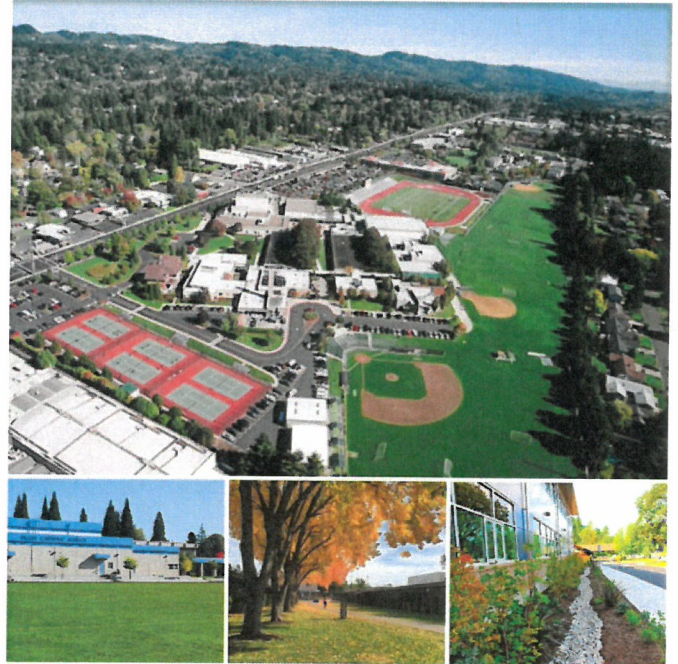
COMMERCIAL

Industrial, Corporate, Office Buildings



EDUCATION

School Campuses, Sports Fields



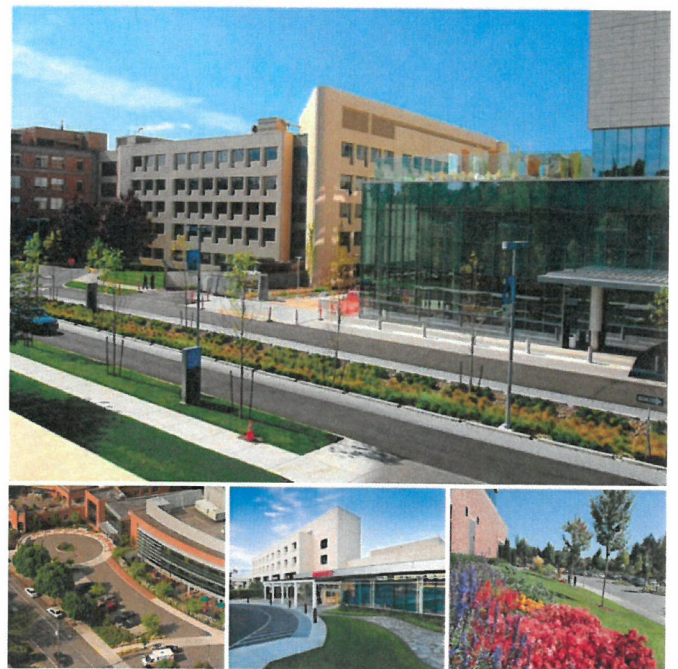
MUNICIPALITY

Government Properties, Public Parks



HEALTHCARE

Hospitals, Medical Facilities, Long-term Care



Work Portfolio

Crystal Greens Landscape specializes in all phases of commercial landscape management. We help clients maintain and improve property value through landscape appearance, functionality, and efficiency.

LIVING COMMUNITIES

Apartments, HOA, Assisted Living



RETAIL

Shopping Centers, Malls, Mixed Use



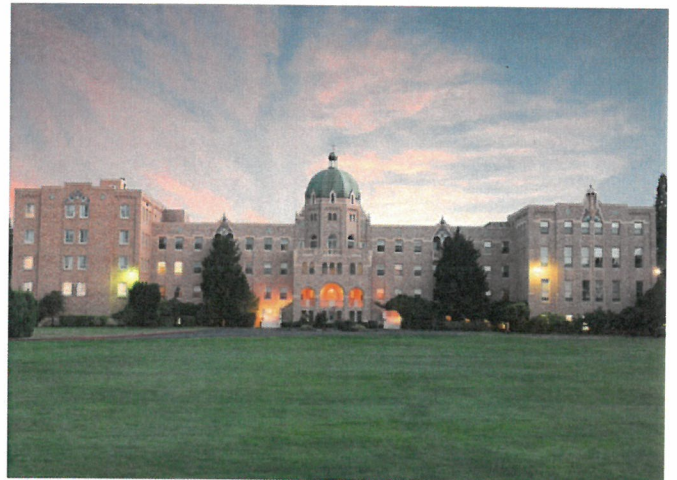
HOSPITALITY

Hotels, Resorts, Leisure Facilities



RELIGIOUS CENTERS

Cemeteries, Churches, Spiritual Campuses



ASSOCIATIONS & CERTIFICATIONS

Education, training, and collective effort makes an impact on the business community. We are active members and contributors to several key organizations that directly support the ongoing improvement of the real estate and landscape industry both locally and nationally.



Quality

TRAINED PROFESSIONALS

High Standards | Expertise | Accountability | Leadership



There is not a one size fits all to landscape management. Sustainable results will always require well-trained, adaptable, high character people with a service-driven attitude. We have developed a culture that strives for excellence in all phases of landscape management and customer service.

STRATEGY & RESOURCES

6 Locations | 200+ Staff | 100+ Trucks | 1000+ Properties



Our crews follow a comprehensive year-round service program that ensures professional quality levels during all different seasonal conditions. We have decades of experience refining our systems, processes, and organization to provide the highest efficiency and value to our clients.



Oregon Business Magazine Awarded
Crystal Greens Landscape

**100 BEST COMPANIES TO
WORK FOR IN OREGON**



Landscape Management Magazine
Awarded Crystal Greens Landscape

**INDUSTRY TOP 150
REVENUE GROSSING U.S.
COMPANIES**



Leaders in Environmental
Management

**SUSTAINABLE LANDSCAPE
SOLUTIONS**

Experience Specifications

Established in 1990, CGL performs year-round maintenance services on 1,000 commercial properties in the Portland-Vancouver region. Our Project Division has performed enhancement and renovation projects at some of the highest profile commercial and public facilities over the last 30 years. We are staffed with seasoned designers and managers.

Certifications/Partnership

- CCB #OR7370 (Landscape Contractor’s Board, Construction Contractor’s Board)
- WA#CRYSTGL970MM (Landscape Contractor’s Board, Construction Contractor’s Board)
- CCB #OR12745
- Certified Stormwater Facility Manager
- Other: Irrigation Management Certification, Spray Applicators Licenses (multiple), CLM, CLT, and other.
- Successful partnerships with Northwest Turf & Tree (Arborist) and S&H Bark (Bark applications)

“Example Executed Projects/Contracts in last 5 years”

- Jesuit High School Campus, contracted since 2017
- La Salle High School Campus, Contracted since 2020
- Sherwood School District, Contracted since 2021
- ON-Semi Conductor Campus, contracted since 2005
- FBI Building – Cascade Station, contracted since 2020
- Parkrose High School, contracted since 2020
- Parkrose Middle School contracted since 2020
- Sisters of St. Mary Campus, contracted since 2011
- Providence Office Park, renovated 2012, contracted since 2005
- Cascade Station – Port of Portland, contracted since 2015
- More provided upon request

Contacts

All projects stated above were completed on time and on budget.

- Sharie Lewis; Parkrose School District; 503-408-2103; sharie_lewis@parkrose.k12.or.us
- Josh Meyers; La Salle Catholic College Preparatory; 503-320-1785; jmeyers@lsprep.org
- Dan Polidori; Sisters of St. Mary; 503-906-1130; dpolidori@ssmoministries.org
- Jeff Woods; Jesuit High School; 503-793-4722; jwood@jesuitportland.org
- Brett Walton; Regency Centers; 503-603-4700; BretWalton@RegencyCenters.com
- More provided upon request

D. Cost / Budget

City Park – Maintenance & Day Porter Service	Monthly	April - November
Waterfront Park	\$3697.50	\$29,580
Overlook Park	\$460	\$3,680
2nd Street Planter (Pocket Park)	\$240	\$1,920
Overlook Memorial Fountain	\$285	\$2,280
Stratton Rose Garden	\$370	\$2,960
Wilson Park	\$830	\$6,640
Children’s Park	\$1,615	\$12,920
Tsuruta Park	\$690	\$5,520
Jackson Park	\$2,520	\$20,160
Collins Baseball Field	\$1,420	\$11,360
Tsuruta Tennis Courts	\$685	\$5,480
Friendship Park	\$760	\$6,080
Mann Park	\$685	\$5,480
Montello Park	\$610	\$4,880
Total:	\$14,876.50	\$118,940

*Portfolio pricing has been provided. These prices are based upon being awarded the entire portfolio and would not apply for an individual site basis.

Cost / Budget Cont.

Detention Ponds, Parking Lots & Reservoir	Price per Visit	Frequency of Visits	Total Cost Per Site (April – November)
30 th Pond	\$356	8	\$2,848
Falcon Court Pond	\$320	8	\$2,560
Belmont Pond	\$280	8	\$2,240
Freedom Loop Pond	\$335	8	\$2,680
5 th & Pacific Pond	\$405	8	\$3,240
4 th & Pacific Pond	\$405	8	\$3,240
3 rd & Pacific Pond	\$535	8	\$4,280
Cascade Parking Lot	\$250	8	\$2,000
Columbia Parking Lot	\$300	8	\$2,400
State Street Parking Lot	\$150	8	\$1,200
Wilson Reservoir	\$480	8	\$3,840
Total	\$3,816		\$30,528

* Portfolio pricing has been provided. These prices are based upon being awarded the entire portfolio and would not apply for an individual site basis.

A. Diversity in Employment, Contracting, and Subcontracting

Demographics

- Crystal Greens Landscape's (CGL) Equality & Diversity Policy applies to all its employees, temporary workers, and consultants. Any third-party suppliers and contractors are also required to adhere to the provisions of the policy while engaged by CGL. CGL believes in the values and benefits diversity can bring to its workforce and it seeks to maintain a workforce comprised of talented and dedicated individuals whose skills and backgrounds reflect the diverse nature of the business environment in which it operates. Accordingly, the composition of CGL's workforce is intended to reflect a diverse mix of skills, experience, knowledge, and backgrounds. Additionally, CGL is fully committed to being an equal opportunity employer and is opposed to all forms of unlawful and unfair discrimination.
- Race: 90% of staff identify as non-white.
- Language: CGL promotes and supports the diverse language community.
- Military: Multiple military veterans on management staff.
- Nationality: Significant range of nationalities on staff.
- Gender: CGL employs people of all genders and does not discriminate based on gender.
- Sexual Orientation: CGL employs people of all sexual orientations and does not discriminate accordingly.

Support of Diversity

Firm Activity and Community Activity

- Recruitment and hiring policy and procedure. See Equality and Diversity Policy as a separate attachment.
- Contribution towards and participation in partnering with non-profits, charities, and youth organizations that share, support, and promote diversity in our local Oregon communities (Ronald McDonald House Charity, NALP, OLCA, BOMA, IREM, MFNW, Rotary, Providence Health Foundation, etc.)
- CGL is willing and eager to engage in further support of City of Hood River initiatives and will submit participation reports and giving receipts if requested.

Subcontractor Information

- CGL performs all maintenance tasks in-house. Some of CGL's enhancement project service elements (i.e., bark mulch applications, Day Porter Services, and arbor tree care) are subcontracted out to our preferred subcontractors that we have developed healthy and strong partnerships with so that all desired services are completed in the utmost professional, economical, and timely manner.

B. Sustainable Business Practices

Environment

Crystal Greens Landscape is dedicated to being a leader in environmental management. We integrate sustainable eco-friendly practices into our services. Efforts include smart designs, irrigation efficiency, stormwater management, recycled material, and operational efficiencies.

Sustainable Initiatives, Policies, and Procedures

- **Top 100 Green Companies in Oregon** (Oregon Business Magazine): Leading companies demonstrating investment and commitment to sustainable environmental practices.
- **Efficient Water Management Initiatives:** Weather-based irrigation, conservation nozzles, and drip conversion.
- **Storm Water Management:** Certified Stormwater Facility Manager - Bioswales, retention ponds, rain gardens, catch basins, permeable pavers, drainage.
- **Tree Arbor Program:** Mapping, tree health analysis, removal, and replacement budgeting, and tree dependent best-used pruning practices.
- **Recycling, Composting, Products, and Material:** Compost debris, biodegradable material, organic alternatives.

- **Fleet and Equipment:** Biodiesel fueled trucks, electric or low emission equipment.
- **Other:** Certifications, education, community assist projects

Economy

CGL's company mission statement is "Create Beauty, Enhancement Community, and Grow as People." We believe in creating and stewarding a win-win business environment with our clients, employees, and community organizations – that our business success is dependent on mutually beneficial partnerships, contracts, environments, resource allocation, and investment. For example, our purchasing policy promotes local partnerships by prioritizing local businesses and suppliers. Our economic perspective is to align our interests with our community to be an integrated community-oriented business that is valued and respected by all people impacted by our presence and service delivery.

- **Top 100 Company to Work for in Oregon:** Oregon Business Magazine has recognized CGL as a top-level employer in the state of Oregon in 2015, 2016, 2017, 2018, 2019, 2020, and 2021.
- **Memberships and Associations:** Building Owners and Managers Association (BOMA), Institution of Real Estate Management (IREM), Multi-Family Northwest (MFNW), Oregon Landscape Contractors Association (OLCA), National Association of Landscape Professionals (NALP), Clackamas Rotary, Ronald McDonald House Charities, Providence Health Care Foundation, Divine Threads, Bridge Meadows Foundation, Cedar Sinai Park Foundation
- **Business Suppliers and Partnerships:** CGL's purchasing policy promotes local partnership by prioritizing local business and suppliers.

Community

As stated in previous sections, CGL aims to be a first-in-class place to work in our industry and business community. Our mantra is "Grow With Us!" which is a reflection of our intention of creating a place where people can learn, develop, create, and benefit accordingly regarding pay, benefits, and experience.

- **Top 100 Company to Work for in Oregon:** Oregon Business Magazine has recognized CGL as a top-level employer in the state of Oregon in 2015, 2016, 2017, 2018, 2019, 2020, and 2021.
- **Above Market Pay:** Example – wage increases to all position levels in the company for each of the last 5 years.
- **Bonus Incentives:** As our company achieves financial objectives, our staff shares in profit bonuses.
- **Advancement Opportunity:** As a healthy growing company, our staff benefits from regular opportunities to take on new or more responsibilities and pay.
- **Full Medical Insurance:** Health, dental, and life insurance.
- **401K Retirement Plan:** 4% match retirement.
- **Education:** Certification, training, and skill development promotion and sponsorship initiatives.
- **Community:** CGL emphasizes community at all levels. We believe in collective intelligence and realize that the best companies thrive due to great people working together to accomplish outcomes that are impossible to achieve alone.
- **Fun:** Company retreats and events are commonly held to celebrate peoples' work and presence in our company.



Comprehensive Water Management Services



The most advanced smart water
and site management technology is
now within your reach.

Unmatched Service
Beautiful, Healthy Landscapes
Water & Cost Savings
Greater Sustainability



What are the benefits?

Increased Landscape Health & Beauty

Reduced Water Costs

Fewer Expenses

Better Service Transparency & Performance

State-of-the-art Technology



The Greater Community Benefits from:

Resource Conservation

Community Beautification

Improved Social Responsibility

Participation in #SaveWaterGiveLife



Comprehensive Water Management



How do we do it?

State-of-the-art equipment

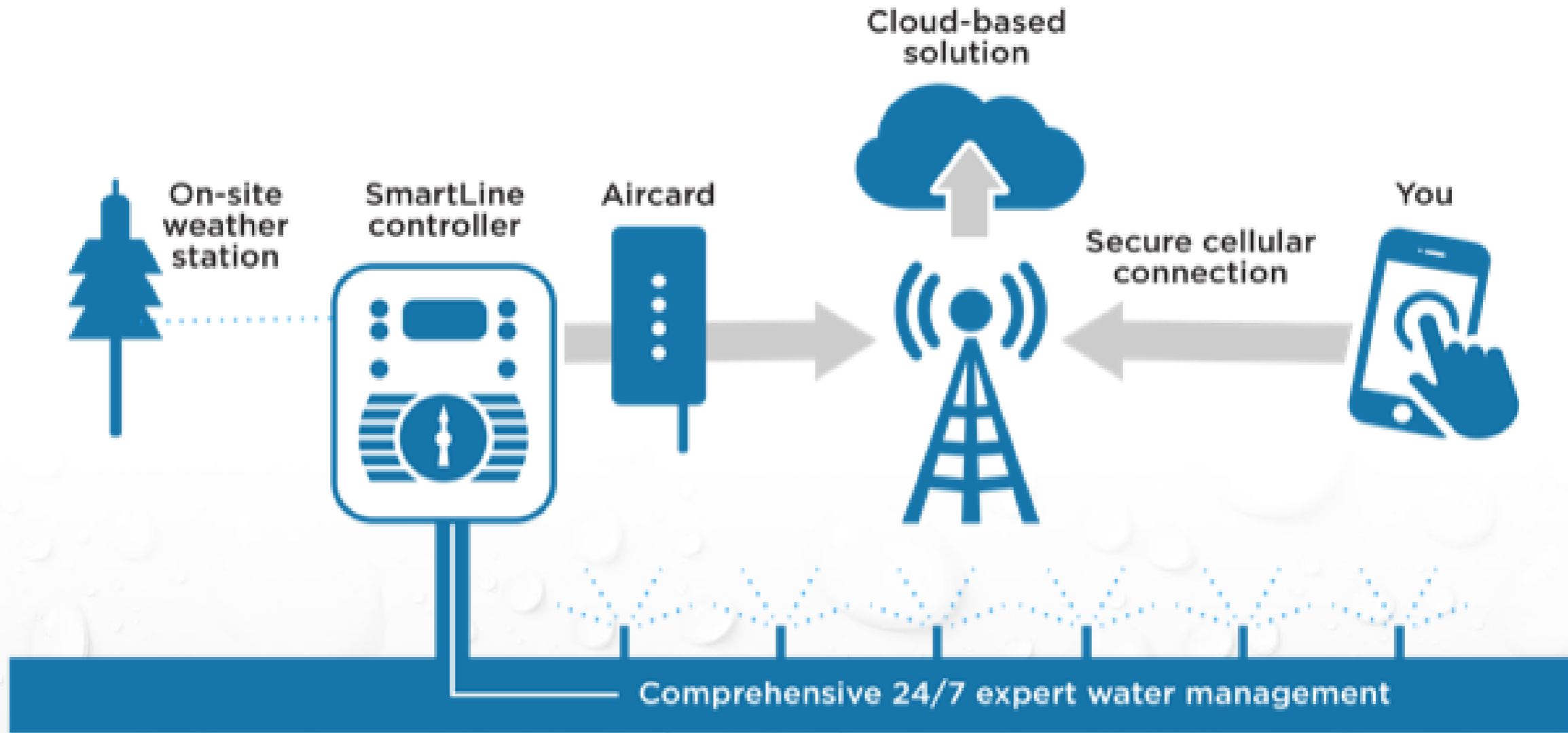
24/7 monitoring

Weather-based controller programming

Weathermatic Premier Partner

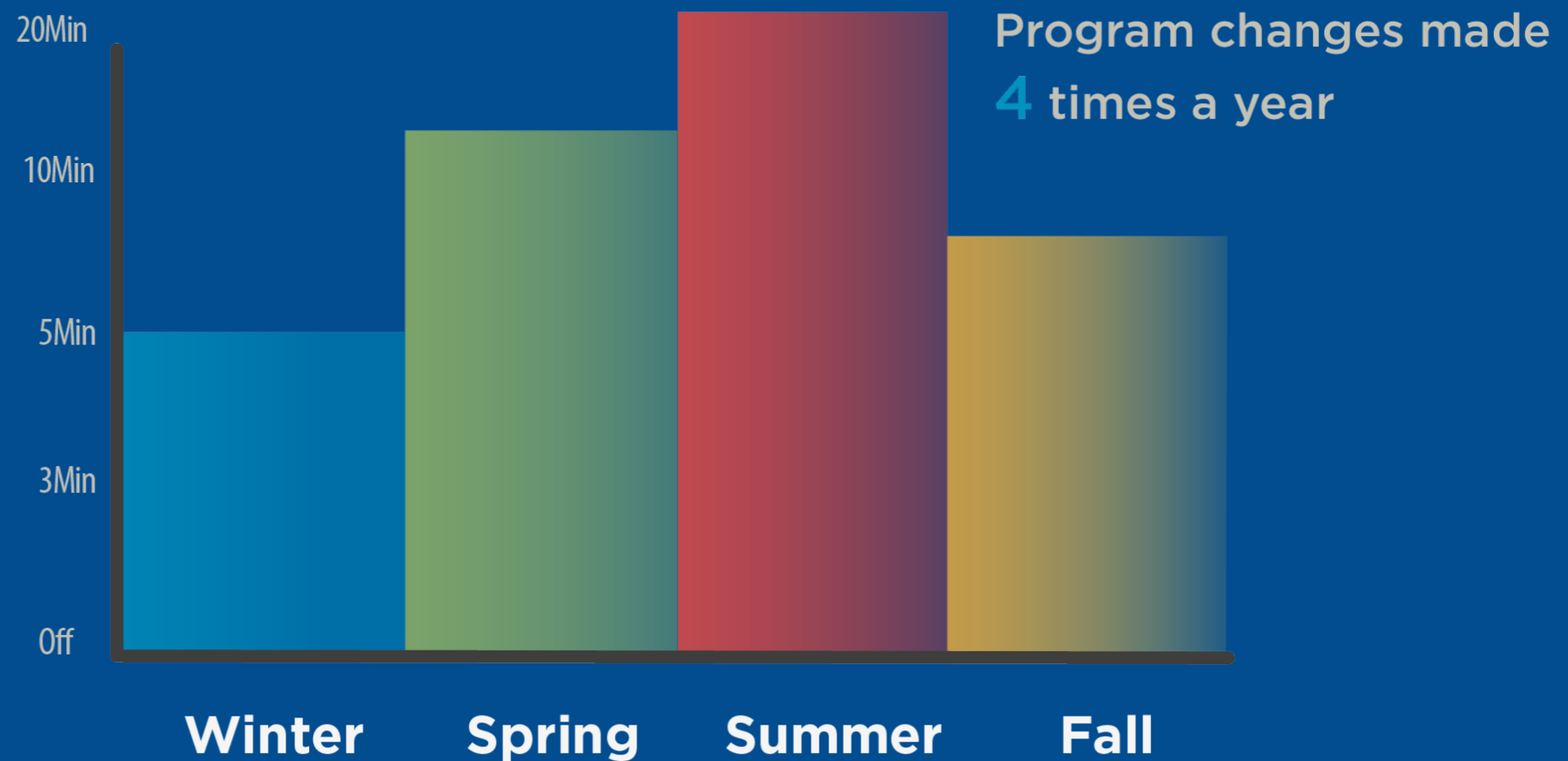


How it works



How it works

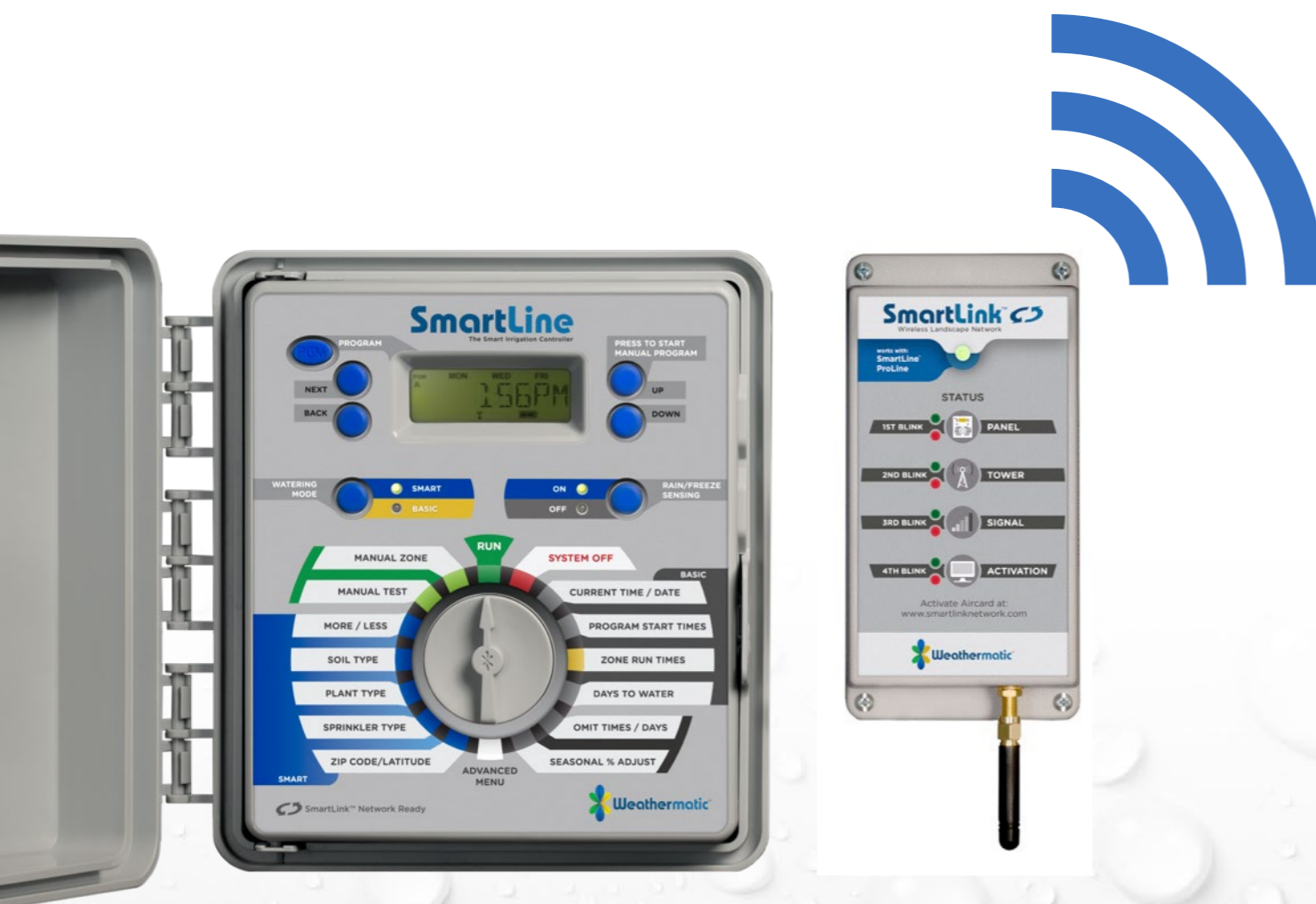
Old timers are set for a fixed amount of time



State-of-the-art Smart Controller Upgrade

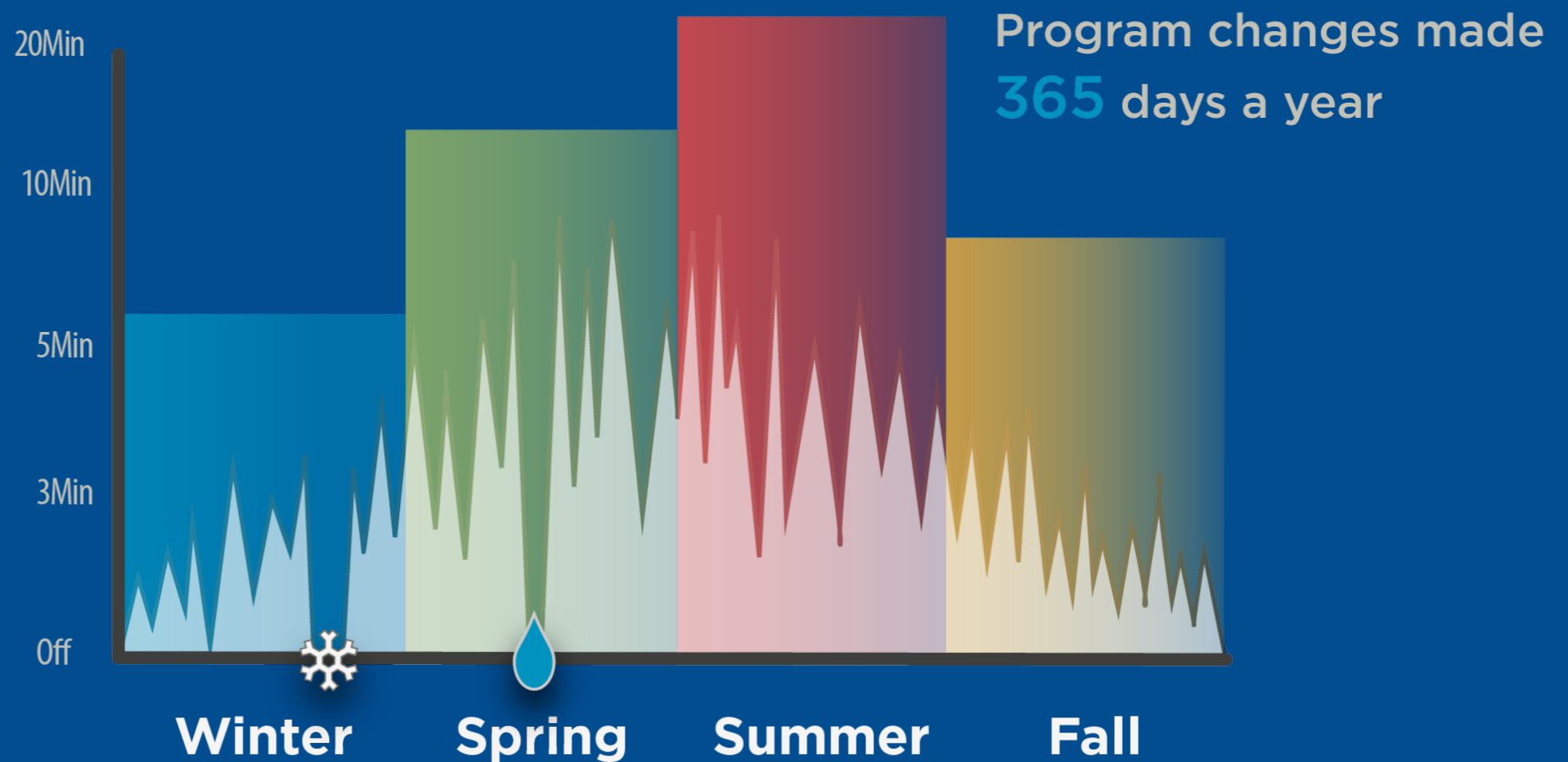
Weather-Based
Daily Adjustments
Remote Accessible

Site Specific:
Temperature
Humidity
Soil Type
Plant Type
Sprinkler Type
Slope
and more...



How it works

Our Smart technology waters for actual plant need



Comprehensive Water Management



Save Water

Our systems save an average of 38% and are EPA WaterSense Certified.

Save Money

Protect plants and structures from damage resulting from over/under watering, reduce liability and avoid fines from watering violations.

Protect People

Avoid liability hazards - icy walkways & roads, dead trees, broken concrete & structural damage.



Comprehensive Water Management



System Visibility & Analysis

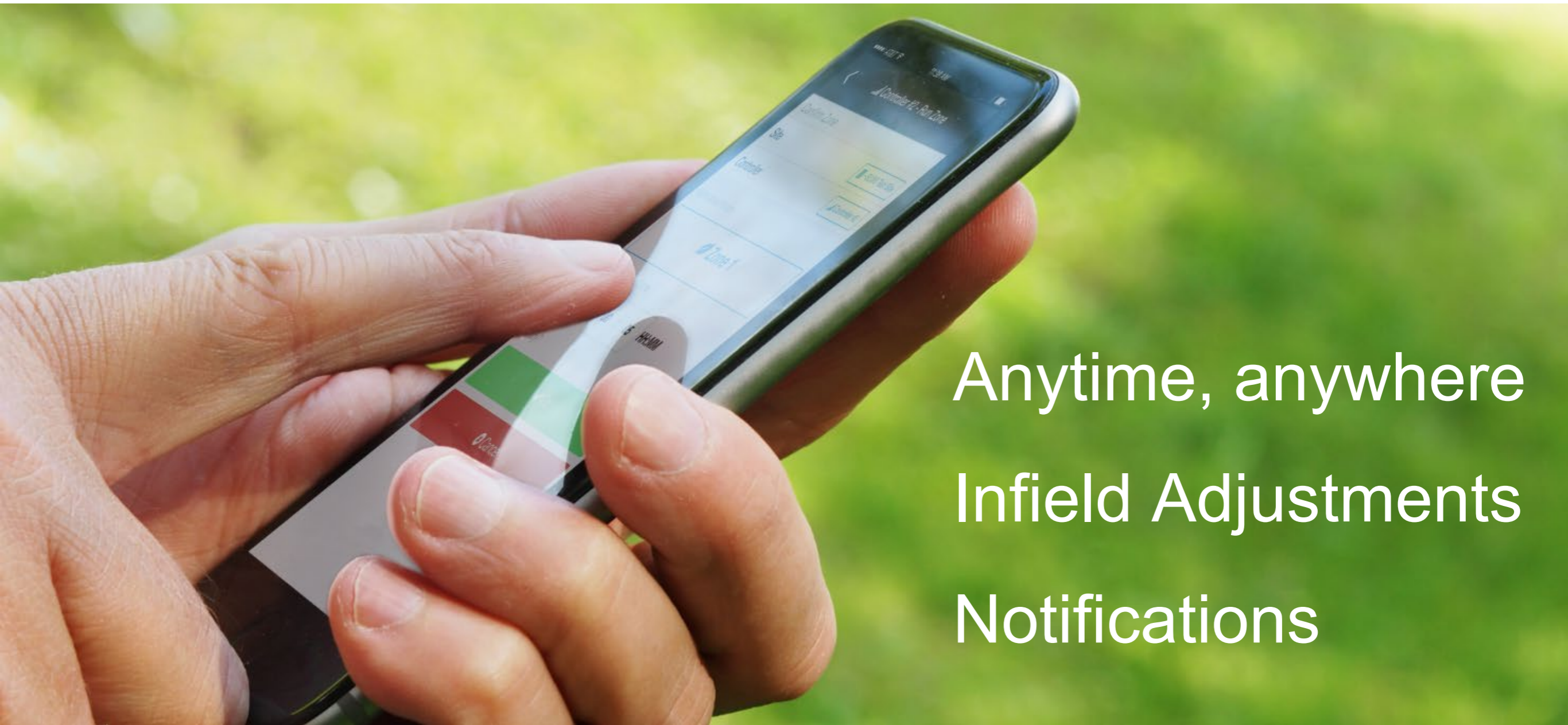
Asset mapping, verified inspections & repairs & detailed reports that track system performance provide valuable data.

24/7 Remote Access & Alert Monitoring

Instant notification of issues like stuck valve solenoids, power outages, shorts, breaks and more.



24/7 Mobile Remote Access



Anytime, anywhere
Infield Adjustments
Notifications



Inspections

System Performance
Asset Mapping
Accountability for Repairs

Professional Mobile Inspections

MONDAY

STATION 1: broken head by the fence

STATION 2: • fix nozzle that was clogged by the drive
• repair ~~the~~ break by the front

STATION 3: OK - no issues

STATION 4: • Replace valve box lid 6"
• TAKE LINE AND ADD 4' SPRING next to the shrubs

station 5: ~~the~~ minor adjustments needed

station 6: can't find valve - near door?? Sand Stone....

VS.

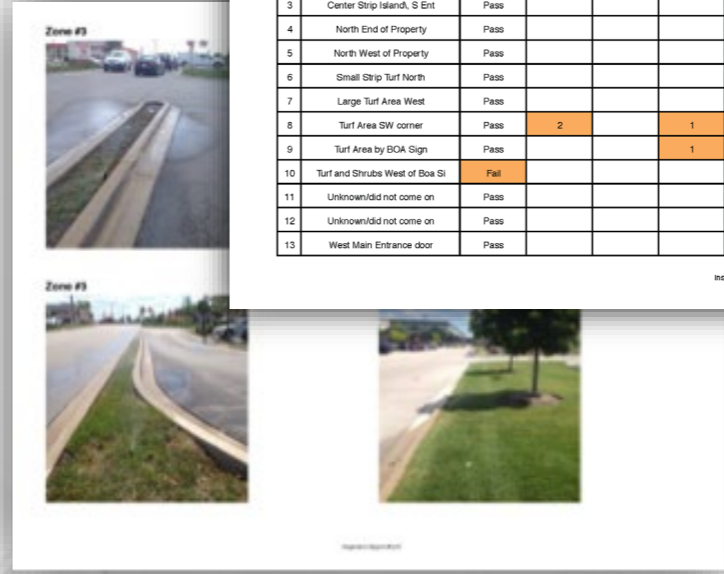
Weathermatic
Water Conserving Innovation

BAC IL2-243 2nd 8/14/2014
Date: Aug 14, 2014 1:19 pm
Inspector: Dean Wagener

Site		Controller		Watering Days as of Jul 08, 2016		Notes	
Name	BAC IL2-243 Hanover Park	Name	Controller A	Program A	Mon, Wed, Fri	A lot of work was done to improve this system. Still have broken heads and 1 broken lateral	
Address	1500 Irving Park Road	Location	Mech room	Program B	Mon, Wed, Fri		
City	Hanover Park	Model	SL1600	Program C	Mon, Wed, Fri		
ST	Illinois	Modules	6	Program D	Mon, Wed, Fri		
Zip	60133	SLW	SLW5 Light pole west of building				

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Replace Head	Broken Lateral	Broken Main	Scope	Estimated Cost
1	West Entrance	Pass										
2	NE Corner Inside P Lot	Pass										
3	Center Strip Island, S Ent	Pass										
4	North End of Property	Pass							1			
5	North West of Property	Pass										
6	Small Strip Turf North	Pass										
7	Large Turf Area West	Pass						2				
8	Turf Area SW corner	Pass	2		1	4						
9	Turf Area by BOA Sign	Pass			1							
10	Turf and Shrubs West of Box St	Fail										
11	Unknown/did not come on	Pass										
12	Unknown/did not come on	Pass										
13	West Main Entrance door	Pass						1				

Inspection Report #5225



Monitoring & Reporting



Ability to track performance

Usage Analytics:

Water use

Water trends



How does this impact sustainability and responsibility within our community?

The Global Impact of Water Savings

#SaveWaterGiveLife

Greater Beauty & Community Improvement

Resource Conservation



#SaveWaterGiveLife

Have a Global Impact by Sharing the Savings from Irrigation Sustainability



One for One Initiative



For every
**Smart
controller
installed**

We give a
**Lifetime
Supply
of clean
water**



projects



You can help the savings from Irrigation Sustainability!



Comprehensive Water Management



What does it cost?

It is all included in your contract

You will receive enhanced service and an upgrade to the latest smart technology.

With the savings from less water use, fewer damage expenses, fewer fines and less plant replacement, **many clients are cash flow positive from day-one!**

Comprehensive Warranty

No future costs if something goes wrong.



Comprehensive Water Management



Bottom line?

With SmartLink, clients cut water use by approximately 38% and saved millions of dollars

In just 18 months, CBRE reported that their pilot program saved clients over 1 billion gallons of water.



Comprehensive Water Management



About Us

- **WE CREATE BEAUTY. ENHANCE COMMUNITY. GROW AS PEOPLE.**
We believe all people need to feel connected, respected and valued. We aim to create a culture where all people matter and have the opportunity to grow. Crystal Greens Landscape is one of the fastest-growing companies in the Northwest. Our success is a byproduct of our talented and hardworking people.
- Crystal Greens Landscape specializes in all phases of commercial landscape management. We help clients maintain and improve property value through landscape appearance, functionality, and efficiency with our wide service range, technical expertise, and resources.



CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: May 23, 2022
To: Honorable Mayor and Members of the City Council
From: Abigail Elder, City Manager
Subject: House Bill 4123 Advisory Board Appointment

Background: House Bill 4123 passed in the 2022 Legislative Session, providing funds to regions for City/County Coordinated Homeless Services. The Mid-Columbia Community Action Council (MCACC) was selected as the lead agency for this region. MCACC will receive \$1,000,000 over two years for this effort.

Discussion: MCACC is required to form an Advisory Board for HB 4123, consisting of representatives from each participating government. MCACC recommends Councilor Rivera serve as the representative for the City of Hood River.

Fiscal Impact: None

Staff Recommendation: Appoint Councilor Rivera as the City of Hood River representative to MCACC's HB 4123 Advisory Board.

Suggested Motion: "I move to appoint Councilor Gladys Rivera as City of Hood River representative to the City-County Coordinated Homeless Response Pilot Advisory Committee."

Alternatives: Select another person to appoint as the City's representative.

Attachment: Letter from Kenny LaPoint, Executive Director MCCAC



Mid-Columbia Community Action Council
Serving Hood River, Wasco, and Sherman Counties
312 E. 4th St, The Dalles, OR 97058
606 State St, Suite 1B, Hood River, OR 97031
Tel: (541) 298-5131
www.MCCAC.com

May 12, 2022

RE: House Bill 4123 AOC/LOC City-County Coordinated Homeless Response Pilot
Advisory Committee Recommendation

Hood River City Council,

This letter is a request that the Hood River City Council affirm Mid-Columbia Community Action Council's recommendation to have Councilor Gladys Rivera serve on the House Bill 4123 (HB 4123), City/County Coordinated Homeless Services, Advisory Committee.

HB 4123, which passed during the 2022 Legislative Session, dedicates funding for the coordination of homeless services across city and county governments. The Mid-Columbia region was identified as one of eight participating regions as part of the legislation. HB 4123 named the Mid-Columbia Community Action Council (MCCAC) as the lead agency for our region and participating jurisdictions include Hood River, Wasco and Sherman Counties along with the City of Hood River and the City of The Dalles. Over the next two years, MCCAC will receive \$1,000,000 to coordinate homeless services across the region including the development of a 5-year strategic plan and the establishment of a coordinated homeless services office. Additionally, the legislation requires that an Advisory Board be developed that consists of representation from each participating government.

In alignment with the legislative requirement to develop an Advisory Board, MCCAC would like to recommend that Councilor Rivera serve as the Advisory Board member on behalf of the City of Hood River. Councilor Rivera serves as a Hood River representative on the MCCAC Board of Directors and brings ongoing knowledge of the work our region is doing to address houselessness. That being said, we would ask that the Hood River City Council affirm this recommendation.

Lastly, I would like to thank you for the active role that the City of Hood River has played in supporting House Bill 4123 and for your advocacy and leadership as we work to ensure that our most vulnerable community members have a safe and stable place to call home.

Best Regards,

Kenny LaPoint
Mid-Columbia Community Action Council
Executive Director
Phone #: 541.848.1667
Email: klapoint@mccac.com