

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.

IV REGULAR BUSINESS ITEMS

- 1. City Engineer Transition Contract – Approval for Sole Source Resolution 2019-15 - W. Seaborn PAGES 25-37

V REPORT OF OFFICERS

- A. Department Heads
 - 1. Announcements
 - 2. Planning Director Update

VI MAYOR

VII COUNCIL CALL

- 1. Climate Change Resolution 2019-16 PAGES 38-41

VIII ADJOURN REGULAR MEETING

<u>CALENDAR</u>		
November 18, 2019	4pm/6pm	County Commission Work Session and Regular
November 18, 2019	5:30 p.m.	Planning Commission Meeting
November 19, 2019	5:00 p.m.	Port of Hood River
November 21, 2019	5:30 p.m.	Urban Renewal Advisory Meeting
November 25, 2019	8:00 a.m.	KIHR Radio
November 25, 2019	6:00 p.m.	City Council Meeting
November 27-28, 2019		City Offices Closed (Holiday)
December 2, 2019	5:30 p.m.	Planning Commission Meeting
December 2, 2019	7:00 p.m.	County Commission Meeting
December 9, 2019	6:00 p.m.	City Council Meeting
December 9, 2019	6:00 p.m.	Urban Renewal Agency Meeting

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 12, 2019
To: Honorable Mayor and City Council
From: Rachael Fuller, City Manager
Subject: Locals Wednesday Downtown Request

Background: Members of DBAC, HRDBA and the Hood River Chamber of Commerce will be presenting an idea and making a request for City support of a new 'Locals Wednesday' concept to City Council. Information is attached. Kate Schroeder, Stephanie Adams and Alisha Nightingale will make the presentation.

Staff Recommendation: N/A – this is a community presentation.

"Locals Wednesday Downtown" Free Parking 3-6 pm Proposal - Format Request:

We are asking for a one year pilot program to offer FREE Parking during off-peak season downtown every Wednesday from 3-6 pm (except June-August).

With a future consideration to offer this program year-round depending upon its measured success after one year.

What are we asking? DBAC, HRDBA and The Chamber are respectfully requesting that the City allow locals to park for FREE downtown on Wednesdays from either 3-6 pm (36% want this time) or 4-6 pm (a equal 36% want this time) to support an initiative we are creating called Locals Wednesdays Downtown (LWD). However, after further consideration, we feel that offering free parking starting at 3 pm (especially in the winter months) will bring more families to shop and visit after school.

When? We would like this to start in January 2020.

Why Locals Wednesday Downtown? Downtown businesses hear often from locals that they don't feel welcome downtown. We want to change that perception by offering a new weekly event called "Locals Wednesdays Downtown" (LWD). An afternoon to come down and buy that birthday gift, go to a family dinner, movie, out for ice cream, to the library for a Weds activity, or attend Gorge Owned Sense of Place (happens on Weds evenings, too). We want to make locals feel welcome downtown by inviting and offering them something important to them: Free Parking.

Why Free Parking? One of the biggest reasons we hear that locals don't want to come downtown is because of the parking hassle and expense. Offering a weekday afternoon (where tourists are less likely to be present) where locals can come downtown without fishing for quarters or figuring out the parking machine (or shopping longer than expected and getting a ticket!) appeals to locals. Without the free parking, we have decided that this is a "no go". We feel like we need to give something to locals that feels tangible and is about THEM ("shop local" to many locals feels about supporting businesses (although we know its about so much more), we want LWD to feel like its about supporting LOCALS).

Why every Wednesday? We have learned the hard way (through First Friday) that consistency is really important to create a lasting tradition that is supported. We want locals to get in the habit of LWD.

We would like to move to year-round after a one-year pilot program. The city would still get revenue from out-of-towners because only locals would know that there is free parking on Wednesdays 3-6 pm. In the summer months, when tourists are more present, the city will still get parking income because the people who will know there is free parking are the locals. Anyone else will pay parking because they will not know differently. **A high majority of survey participants want it to be consistently every Weds year-round - 60% want it Year-Round and 40% want it Sept-May (June-Aug excluded).**

How to implement? The City wouldn't need to put out signs on the meters or anything. Meter officers just wouldn't need to ticket for expired meters during the Weds locals free parking time frame. Downtown businesses will be responsible for letting locals know about the free parking, activities and offers during LWD. We will let locals know by word-of-mouth and promotion. If someone is not aware or from out of town, they will pay for parking.

Supporting Information:

Survey Summary: We conducted a survey of local businesses and here is a summary of what we found:

- Local businesses support this idea and 84% want it to be a “top priority” for the Chamber
- 67% would like the Chamber to do a similar strategic analysis and survey for First Friday
- Wednesdays is the day most supported (70%)
- A high majority of participants want it to be consistently every Weds year-round - 40% want it Sept-May (June-Aug excluded) and 60% want it Year-Round.
- Most popular times were 3-6 pm (36%) followed by 4-7 pm (36%) - we are proposing to the City 3-6 pm (so families can come right after school) with 4-6 pm as a second choice?
- Free Parking, Restaurants offering family incentives, Library Activities, Business of the Week, Gorge Owned Sense of Place or other Event, Outdoor Seasonal Tables/Market, and Scavenger Hunt were all well supported in that priority order.
- 74% agreed that the Business of the Week should offer a prize for the Scavenger Hunt participants
- Most business owners agreed to participate by being open, being a business of the week, offering a scavenger hunt item, and promoting on social media.
- In the Comments someone mentioned the problem with free parking over the holidays is that there is no parking for customers - several businesses at the HRDBA meeting recently mentioned wanting to see the December “holiday shopping” 2-weeks of free parking be reduced to afternoons (12-6?) so that employees are less likely to take up customer parking because most employees have to be to work before Noon.

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 12, 2019
To: Honorable Mayor and City Council
From: Rachael Fuller, City Manager
Subject: Community Land Trust for Housing

Background: Anne Medenbach from Big River Community Land Trust will be presenting information regarding the community land trust model. The organization is requesting a letter of support, attached, for their 501(c)3 application. The letter of support was transferred to City letterhead for Council consideration.

Staff Recommendation: N/A this is a community presentation



CITY OF HOOD RIVER

211 2nd Street, Hood River, OR 97031 Phone: 541-386-1488

November 12, 2019

Internal Revenue Service
Po Box 12192
Covington, KY 41012-0192

To Whom It May Concern:

The purpose of this letter is to express the Hood River, Oregon City Council's enthusiastic support for the 501(c)3 application of the Big River Community Land Trust.

While Hood River is growing, the availability of workforce housing – housing for people who live and work in our area - is shrinking. A 2015 Housing Needs Analysis found that nearly one third of Hood River's households were unable to afford their current housing, with roughly 40% of renters unable to afford their housing costs. The same analysis found that approximately 2,000 new residents will need more affordable housing options over the next 20 years.

Local salaries have not kept pace with housing prices. The median household income in Hood River is \$48,257, which translates to the ability to buy a home for about \$215,000 or rent a 2-bedroom unit for approximately \$1,350 per month. The median housing price in Hood River is more than \$450,000 and a quick online search would demonstrate both the lack of rental housing in general and the lack of affordable rental housing, specifically. The need for affordable housing and increased multi-family housing is not only a future need, it is a current need.

This is a significant burden on local government, because Oregon law requires cities to provide a 20-year supply of developable land for employment and housing needs. Hood River's urban area, contained within an Urban Growth Boundary (UGB), is constrained by the Columbia River, agricultural and forest land, and the Columbia River Gorge National Scenic Area. The shortage of land, coupled with high demand for second homes owned by part-time residents, means that the average person who lives and works in Hood River has a hard time finding affordable housing.

Recommendation 3.5 of our Housing Needs Analysis specifically mentions the idea of a community land trust because to lessen the burden of our local governments:

Action 3.5: Work with a nonprofit to develop a community land trust to support development primarily of owner-occupied housing. The City's role in a community land trust would be to work as a partner with a nonprofit, who would lead the development and management of housing to ensure that housing remains affordable over a long period of time.

For this reason, the City strongly supports the Big River Community Land Trust and urges the IRS to approve its application for 501(c)3 status.

Please don't hesitate to contact me directly if you have any questions. Thank you for your consideration of this request.

Sincerely,

Kate McBride, Mayor
City of Hood River

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 12, 2019

To: City Council

From: Dustin Nilsen, Director of Planning

Subject: Planning Commission Recommendation Westside Parks Framework Plan

Background:

During public hearings on July 29, August 19, September 16, 2019, October 21st, and November 4th, 2019 the Planning Commission sought feedback from the public regarding the Westside Area Concept Plan Report's "Park & Open Space Framework." As part of the Commission's review and deliberation over this Framework a number of recommendations have been identified for consideration by the City Council.

The overall parks and open space concept features a connected system of open space created through the coordinated planning of the following concepts:

- Up to three new neighborhood parks to serve the Westside Area.
- Possibly a new community park, with a location to be determined in a future update of the Park and Recreation District's Master Plan.
- A riparian corridor and off-street path adjacent to Henderson Creek, preliminarily sized at 25 feet on both sides of the creek, measured from the centerline.
- The Westside Trail corridor and Ridgeline Trail corridor.
- Retention of tree groves throughout the project area as much as practical.
- Limited development of terraced areas that are 25% slope and greater, except where needed for street connections and pedestrian connections, resulting in a network of public and private open spaces that can benefit birds and wildlife.
- Open space tracts and community gathering spaces that are designed as part of Planned Unit Developments, and higher-density and mixed-use projects.

The Land Use Framework in the Westside Area Concept Plan Report anticipates approximately 11 acres of neighborhood park land will be needed. The needed acreage calculated in the Concept Plan Report is preliminary; the plan assumes and recommends that it be officially determined as part of an update to the Hood River Valley Park and Recreation District's Master Plan which currently is being updated.

The precise locations of parks have yet to be determined but the concept is that one neighborhood park should be located within each of the three residential neighborhoods, with the possibility of a community park of 20-30 acres that may or may not replace a neighborhood park within the Westside Area. The Park and Open Space Framework identifies "target areas" for neighborhood parks (see Figure 20). These areas are based on a preliminary evaluation by the project team of the following criteria:

- Available buildable land (no existing development or environmental constraints);
- Proximity to natural features that could be incorporated into the park (however, a grove of trees north of Sherman Ave. and east of 30th St. was cut down after preparation of the Concept Plan Report);
- Central location within the neighborhood; and
- Accessible by future pedestrian connections.

The neighborhood park target areas are preferred locations; they are not intended to be mandatory locations. Flexibility will be needed to acquire land for parks through a variety of means including advance acquisition, dedication during the development review process, gifting, etc. The Park and Open Space Framework is intended to be flexibly applied, and to help inform future efforts by the Hood River Valley Park and Recreation District to develop an updated Parks Master Plan.

Summary

In general, the Commission supported the Park & Open Space Framework and has prepared a series of recommendations to City Council relating to several points and implementation measures as part of the Park & Open Space Framework. These are included in a separate document.

Staff Request:

To accept the Parks Framework and direct staff and the Council's Parks subcommittee to continue using the Parks Framework and Planning Commission recommendations to inform the Multi-jurisdictional masterplan development process and any subsequent Code or Plan changes.

Suggested Motion:

Motion to direct staff and the Council's Parks subcommittee to continue using the Parks Framework and Planning Commission recommendations to inform the Multi-jurisdictional masterplan development process and any subsequent Code or Plan changes on tonight's consent agenda.

Alternative Motion:

Motion to return the Parks Framework to Planning Commission in order to address outstanding issues.

Motion to table the Parks Framework recommendations in order for Council to deliberate and address outstanding issues.

Attachments:

Planning Commission Draft Recommendations
Parks Framework Plan



CITY OF HOOD RIVER

PLANNING DEPARTMENT

211 Second Street, Hood River, OR 97031 Phone: 541-387-5210

To: Mayor and City Council

From: Planning Commission

Date: November 4, 2019

Re: Recommendations for Westside Concept Plan Park & Open Space Framework (File No. 2018-07)

During public hearings on July 29, August 19, September 16 and October 21, 2019, the Planning Commission sought feedback from the public regarding the Westside Area Concept Plan Report's "Park & Open Space Framework." After review and deliberation, the Planning Commission submits the following recommendations to the City Council.

RECOMMENDATIONS

Parks, Trails and Open Space Planning Strategy—

The Planning Commission's vision is to create an "emerald network": an interconnected system of neighborhoods, parks, and open spaces linked together with trails and multi-use paths. Such a system provides welcome opportunities for public enjoyment, recreation and alternative transportation. It encourages improvements in public health, benefits the environment, and reduces dependence on motor vehicles.

Trails: Link neighborhoods, parks and open spaces with trails or multi-use paths for transportation and recreation. Top priorities for trails are:

- **Henderson Creek Trail.** Develop an off-street path and riparian corridor adjacent to Henderson Creek from West Cascade Avenue to Belmont Avenue. Preliminary recommendation is a 25-foot-wide corridor on both sides of the creek, measured from the centerline, with a surface appropriate for bicycles and pedestrians. This trail would link to and/or incorporate the existing Westside Community Trail.
- **Ridgeline Corridor Trail.** Develop an east-west off-street path from Frankton Road to Rand Road. Because of steep terrain, this trail will be most appropriate for pedestrian use with a firm and stable surface.

Neighborhood parks: Plan for three parks, each approximately 3-4 acres in size, in each new Westside neighborhood as defined in the Westside Concept Plan. Prioritize centrally located neighborhood parks where zoning facilitates greater housing capacity. Precise locations to be determined.*

Community Park: Plan for one larger community park of 20-30 acres, in or adjacent to the Westside study area. This park may or may not replace one of the neighborhood parks recommended above. The specific location would be determined in a future update of the Park and Recreation District's Master Plan.

Additional Open Spaces: Consider other open space areas that can be part of the emerald network, and provide connectivity to them.

- Public school ball fields and other recreational facilities should be considered as nodes on the emerald

network. Coordinate with the Hood River County School District to establish guidelines for public use of these facilities, while recognizing the need for security and safety on school grounds. At a minimum, ensure connectivity of the trail system with a trail easement along the perimeter of the property.

- Open space tracts and community gathering spaces that are part of Planned Unit Developments, higher-density and mixed-use projects should be included in the emerald network. To ensure trail connectivity, require dedicated public trail easements through these properties as they are established.

Criteria for Park/Trail/Open Space Acquisition—

Establish a park acquisition formula: Develop specific criteria to guide park planning and land acquisition. Planning Commission believes it is critical that the level-of-service formula include an acreage-per-capita component, as well as proximity to existing and future residents, and minimum standards for park amenities. The size and siting of parks should respond to existing or planned density of development.

Establish a land acquisition plan: In order to ensure land for parks is secured before it is committed to other uses, create a specific plan for when land should be purchased. Planning Commission recommends acquiring land for a neighborhood park by the time 50 percent of residential units have been built in that neighborhood. *To enable connectivity, timely land acquisition is even more critical for trail corridors.*

Funding—

Funding mechanisms: The Planning Commission supports accelerating mechanisms and exploring alternative funding options to acquire land for parks and trails.

Public donations: Establish a fund for public donations to support the acquisition of land for parks, trails and open space, and related improvements.

Environmental Considerations—

Retention of tree groves. Significant tree groves are desirable features of an emerald network. Work with the City of Hood River Tree Committee to establish criteria for what constitutes significant trees and tree groves, and determine how they can be protected.

Limit development of terraced areas. Limit development of the built environment on terraced areas that are 25% slope and greater, except where needed for street connections and pedestrian connections. This helps broaden the network of public and private open spaces that can benefit birds and other wildlife.

Stormwater management. Seek opportunities to naturalize stormwater management areas so they can be enjoyed as green spaces along the emerald network. Also leverage stormwater management techniques as a way to acquire land for trails, parks and open space (e.g., setting aside lands in a floodplain).

Implementation—

Adopt a Parks Master Plan in coordination with the Parks District and other affected local agencies.

Adopt a parkland and open space dedication ordinance to help implement the plan. Such an ordinance would provide the City with the opportunity to acquire real estate or fees-in-lieu to satisfy its future park demand and obligation.

Coordination with other City plans and frameworks. The Park & Open Space Framework should complement the Bicycle & Pedestrian Framework as well as the Streets & Transit Framework. The Henderson Creek and Westside trails should be included in the Transportation System Plan.

ADDITIONAL NOTES

The Park and Open Space Framework is intended to be flexibly applied, and to help inform future efforts by the Hood River Valley Park and Recreation District to develop an updated Parks Master Plan.

* The neighborhood park target areas are preferred locations; they are not intended to be mandatory locations. Planning Commission recognizes that flexibility will be needed to acquire land for parks through a variety of means including advance acquisition, dedication during the development review process, gifting, etc.

PARK AND OPEN SPACE FRAMEWORK

The Vision

The Westside Area’s parks and open spaces are envisioned to form a connected system of natural areas (tree groves, ridgelines, and Henderson Creek), parks (three neighborhood parks), and community destinations (Westside Elementary School and the future school). This network of public and private open spaces will weave through the Westside Area community, resulting in greenspaces a short distance from every home.

Park Needs

The Westside Area Vision Statement calls for “open spaces and parks that support community gathering and a connection to nature.” The overall parks and open space concept is that a connected system of open space be created through the coordinated planning of the following elements:

- Up to three new neighborhood parks to serve the Westside Area.
- Possibly a new community park, with the location to be determined in a future update of the Park and Recreation District’s Master Plan.
- A riparian corridor and off-street path adjacent to Henderson Creek, preliminarily sized at 25 feet on both sides of the creek, measured from the centerline.
- The Westside Trail corridor and Ridgeline Trail corridor.
- Retention of tree groves throughout the project area as much as practical.
- Limited development of terraced areas that are 25% slope and greater, except where needed for street connections and pedestrian connections, resulting in a network of public and private open spaces that can benefit birds and wildlife.
- Open space tracts and community gathering spaces that are designed as part of Planned Unit Developments, and higher-density and mixed-use projects.

The precise locations of parks have yet to be determined, but the concept is that one neighborhood park should be located within each of the three residential neighborhoods, with the possibility of a community park of 20-30 acres that may or may not replace a neighborhood park within the Westside Area. Based on a preliminary evaluation of neighborhood park need for the Westside Area, the Land Use Framework will require approximately 11 acres for neighborhood parks.⁸ The needed acreage calculated in this



Water Playground, Germany
Photo Credit: Walker Macy



Montello Park, Hood River, OR
Photo Credit: Google Earth



Sahalee Park, Madras, OR
Photo Credit: Walker Macy

⁸ This analysis used the range provided in the 1996 National Recreation and Park Association (NRPA) guidelines. Neighborhood park need was estimated at two acres per thousand residents, with an estimated 2.39 residents per housing units.

Concept Plan is preliminary; the plan assumes and recommends that it be officially determined as part of an update to the Park and Recreation District’s Master Plan for the area.

The Park and Open Space Framework identifies “target areas” for neighborhood parks (see Figure 20). These areas are based on a preliminary evaluation by the project team of the following criteria:

- Available buildable land (no existing development or environmental constraints);
- Proximity to natural features that could be incorporated into the park;
- Central location within the neighborhood; and
- Accessible by future pedestrian connections.

The neighborhood park target areas are preferred locations, but they are not intended to be mandatory locations. Flexibility will be needed to acquire land for parks through a variety of means: advance acquisition, dedication during development review, gifting, etc. The Park and Open Space Framework is intended to be flexibly applied, and to help inform future efforts by the Hood River Valley Park and Recreation District to develop an updated Parks Master Plan.

Parks Timing

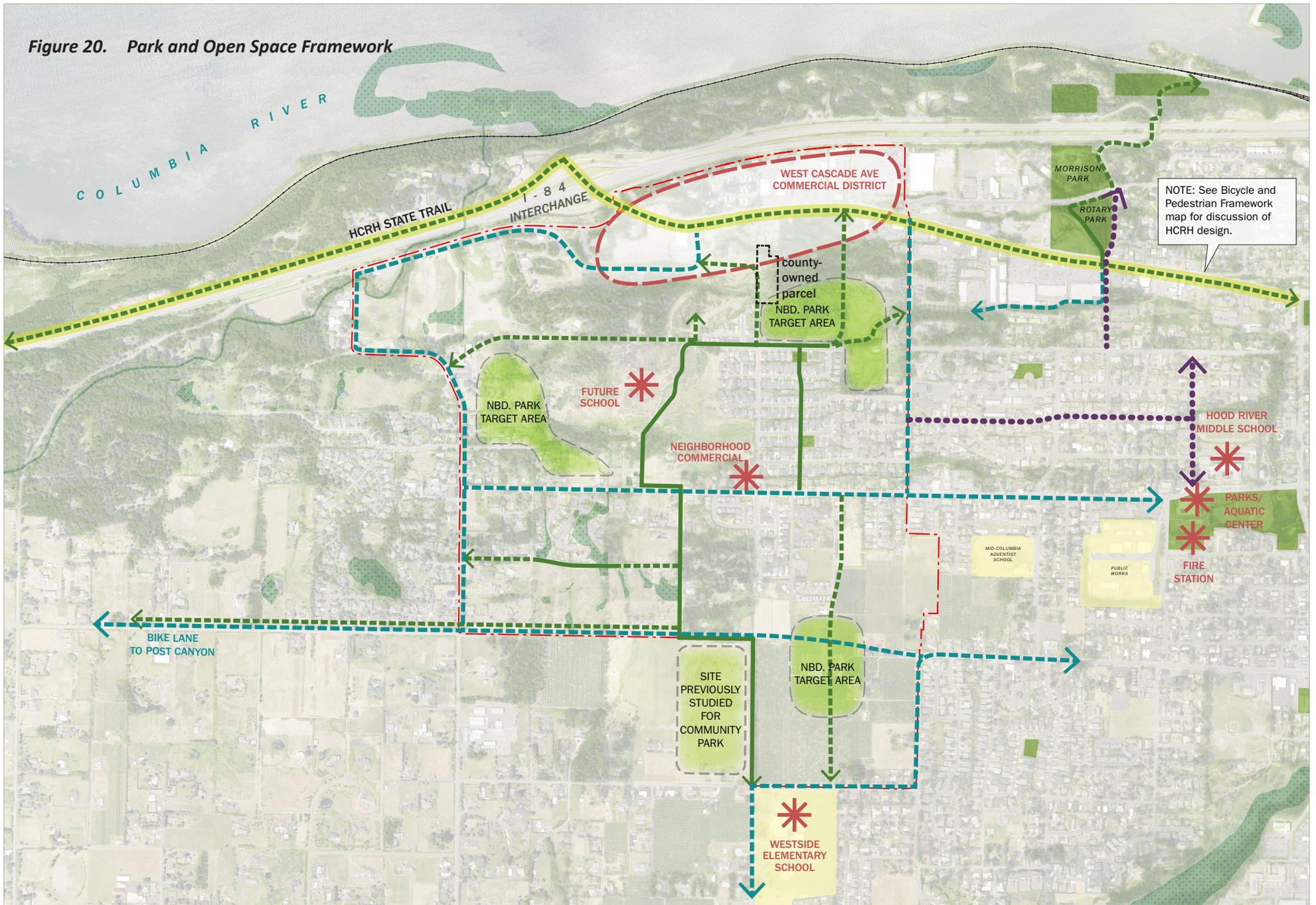
The Westside Area neighborhoods will take many years to build out fully. The City should establish a goal for “by-when” parks are in place, in order to serve Westside residents and ensure that parks are delivered before all available land is otherwise committed. A reasonable goal would be to have parks in place by the time 50% of the residential units have been built in a given neighborhood.



Scouters Mountain Trailhead Park, Happy Valley OR

FRAMEWORK PLANS

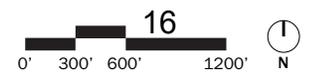
Figure 20. Park and Open Space Framework



PARK AND OPEN SPACE FRAMEWORK

DECEMBER 19, 2017
HOOD RIVER WESTSIDE AREA CONCEPT PLAN

- - - HCRH STATE TRAIL
- - - EXISTING/FUTURE PED CONNECTION
- PARK TARGET AREA
- WETLAND
- - - FUTURE BIKE LANE
- * ACTIVITY CENTER
- - - FUTURE BIKE BOULEVARD



CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 12, 2019
To: City Council
From: Dustin Nilsen, Director of Planning
Re: Planning Commission Appointment Process Update

Background:

Chapter 2.36 of the Hood River Municipal Code outlines the Rules of Procedure and makeup of the City's Planning Commission. This chapter also describes Council's authority to appoint and removal PC members.

The current Hood River selection and appointment process includes an open call for volunteers, all of which are provided questions, and interviewed before the Council in a public meeting before the public and other candidates. Hood River's appointment authority is similar to other Oregon municipalities, but departs from the more common processes that are based around a Mayoral recommendation with Council serving as a consenting approval body.

During the closing weeks of 2018, and after a Planning Commission recruitment and advertising that resulted in no new volunteer applications, staff and Council discussed the process in which the city recruits and fills Planning Commission vacancies. At Council direction staff met with the Mayor and Council representatives and subsequently produced a short memo to aid in the establishment of a process for the appointment of Planning Commission members. With direction of the Council, staff then initiated a selection process using the approved pilot.

The pilot selection process was characterized by a similar open call for applications with a longer open window for submissions. All candidates who applied were interviewed outside of the public meeting forum by a selection committee comprised of the Mayor, a Council representative, and staff representative. Each candidate was reviewed, scored, ranked, and a recommendation was made to Council to appointment of the selection committees' consensus highest scoring applicant.

The intent of the pilot was to expand the opportunity for staff and Council representatives to interact with candidates, to allow candidates a greater opportunity to ask candid questions beyond those scripted and exchanged in a public meeting, to provide an increased number of opportunities for candidates to provide details of qualifications in writing and outside the script of the public meeting, and to develop a multistep vetting process in lieu of an exclusive public interview before the Council and public. The pilot process culminates with Council's authority to make the appointment.

During the Council meeting, where the candidate recommendation was made, members expressed concern that the Council's public facing portion of the process and discussion may have been limited beyond what it had anticipated. There were requests to broaden the Council appointment options after the selection committee review and recommendation rather than focusing its appointment authority on the recommended candidate(s).

An overview of the process for Council consideration is as follows (with underlined revisions to call out changes from the 2019 pilot process based issued raised at the XXXX 2019 meeting, conversation with Council representatives, and past applicants.

Open Advertising: The recruitment and personal touch needed to find volunteers to serve the community and in support the land use planning process can be daunting but critical in developing an inclusive and effective Commission. Seeking candidates should not have a limited season, but rather ongoing. Advertising for the opening should support focused efforts of the Council and City to fill the vacancy, and advertising is recommended to remain open until filled.

Candidate Applications: Staff suggests that a short cover letter and bio be submitted with the application that includes some predeveloped questions that focus on previous relevant service, or general interest serving. (The previously used questions for the written submission are attached)

Candidate Interview: All candidates and applicants would be interviewed by a small selection committee comprised of at least the Mayor, Council representative, and a staff liaison. In previous discussions Planning Commission has also made its desire to serve on the committee be known. Each candidate would be interviewed, reviewed, and ranked based on qualifications, eligibility, and ability to serve the needs and roles of the Commission. (The previously used questions for the interview are attached)

Candidate Recommendation: After all candidates have been interviewed and ranked by the committee, the overall applicant roster (unranked) and highest-ranking candidate will be forwarded to Council ~~as a~~ and may include a recommendation to appoint. Scores and rankings may be maintained for future candidate recruitment and transparency.

Council Selection: At its regular meeting, council would be provided a roster and candidate recommendation. Prior to scheduling a Council agenda item for to make the appointment of a candidate, Council will review the recommendation and roster. ~~where it could~~ At its discretion, Council may choose to schedule a candidate or selected candidates interview before the entire body, reject the recommendation, or accept the recommendation and approve the matter as regular business at a future meeting.

Reappointments: At its discretion Council may choose to reappoint serving members without advertising openings at the end of their respective terms or choose to open recruitment and interview new candidates and incumbent members for positions and vacancies.**

**Prior to the November reappointment of two sitting members, the City advertised the opening of the Planning Commission positions to the public and confirmed the two sitting members wished to serve again.

After the advertising period ended there were no applications submitted from the public, so staff prepared an item for Council consideration for the appointments. Options open to Council at the meeting included the reappointment of the sitting members who expressed their interest to serve or again advertise the openings to the public.

It was after those appointments Council opted to entertain the pilot approach, which included the above provision. The reappointment section in the pilot draft has not been exercised to date.

Attachments:

- Candidate Interview Evaluation Form
- Planning Commission Application

CANDIDATE INTERVIEW EVALUATION FORM

Candidate’s Name: _____ Date: _____

Interviewed By: _____

Scoring and Questions

Candidate evaluation forms are to be completed by the interviewer to rank the candidates overall qualifications for the vacancy. Under each heading the interviewer should give the candidate a numerical rating and any comments in the space provided. The numerical rating system is based on the following:

5 – Exceptional 4 – Above Average 3 – Average 2 – Satisfactory 1 – Unsatisfactory

1. Intro Question - Tell us a little about yourself and why you are generally interested in serving on the Planning Commission:

Overall Impression and Recommendation –

Rating: 1 2 3 4 5

Comments:

2. Do you have any educational, job related, technical expertise, unique qualifications or training to serve as a planning commissioner?

Background – Did the candidate poses educational, job related, technical expertise, unique qualifications or training to serve as a planning commissioner

Rating: 1 2 3 4 5

Comments:

3. Question What do you believe is the most important role of Hood River’s Planning Commission and, other than housing, the most pressing issue for the City in the Next 10 years?

Understanding of the Position – How well did the candidate understand the role of the planning commission, the issues faced by the City and what level of interest or enthusiasm did the candidate show in the position?

Rating: 1 2 3 4 5

Comments:

4. Planning Commission often handles policy issues which can be polarizing and contentious. How do you handle situations, such as a public hearing where you are being asked to follow the law or serve the interest of the greater community and where some of your neighbors may perceive your actions or the actions of the commission as unfair, damaging to their interests, home, and neighborhood?

Ability to Work within a Team – Did the candidate demonstrate the ability and skills to work as part of an advisory group that represents the City in a technical and possibility adversarial environment?

Rating: 1 2 3 4 5

Comments:

Communication Skills – How were the candidate’s communication skills during the interview and did they demonstrate the ability to communicate complex ideas, exercise sound judgment, and diplomacy?

Rating: 1 2 3 4 5

Comments:

Ordinal Ranking

Name

Names				
	x			
	x	x		
	x	x	x	

CITY OF HOOD RIVER PLANNING COMMISSION APPLICATION

The City Planning Commission is a 7-member lay body appointed by the Hood River City Council. Terms of office are for 4 years with each term beginning in October.

The Planning Commission acts as a hearing body on zoning actions including zone changes, variances and conditional uses, and makes advisory recommendations to City Council on such matters as annexations and street vacations. The Planning Commission also is responsible for developing and updating the Comprehensive Plan.

The Commission meets the first and third Monday of each month at 5:30 p.m., and additional special meetings may occur as often as twice a month. Meetings range from 1.5 to 3 hours in length, depending on the agenda. Additional time outside of meetings is required to prepare for the meetings.

Members of the Planning Commission are required to file an Annual Verified Statement of Economic Interest (SEI) with the State of Oregon. For a sample copy of the SEI, please contact the City Recorder at (541) 387-5212.

PLEASE PRINT (if filling out electronically, use Tab Key to advance to next box)

NAME: _____

ADDRESS: _____

MAILING _____

ADDRESS: _____

PHONE: _____

CELL PHONE: _____

OTHERPHONE: _____

EMAIL: _____

OCCUPATION: _____

1. What is your interest in Land Use Planning in the City of Hood River and its Urban Growth Area?

2. What skills can you offer the Planning Commission?

3. Please list any other comments which would help the City Council in evaluating your skills for this position.

Please list **THREE** references with contact information below (Phone number, address, email address, if applicable).

1.

2.

3.

Your signature allows the City to contact reference

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 12, 2019

To: Honorable Mayor and City Council

From: Wade Seaborn, Interim Public Works Director

Subject: Personal Services Contract for Interim City Engineer Services and Resolution to exempt the contract from competitive bidding requirements.

Background:

Attached is a resolution exempting the city from a competitive process for execution of a transition/ interim personal services agreement for city engineer services, along with the proposed agreement, and related exhibits.

State law and the city code require minimal public process for the city to contract for personal services, but typically these laws require a public search for qualified firms and individuals with little regard for cost, and then the city enters into negotiations with the most qualified firm or individual, at which point cost and price can be considered to a limited extent.

The City has contracted with Bell Design Company since 2011 as the city engineer of record following a competitive process. The City Manager plans to hire, in-house, an individual who can perform the functions of city engineer of record, with the option of continuing to use an outside consulting firm (such as Bell Design Company or other qualified firm) for special projects that require particularized skill or are more time-consuming than a single person can handle. Consequently, the city manager proposes to terminate the city's on-going contract with Bell Design and enter into a maximum 12-month transition/interim contract with Bell Design. During the interim/transition period, the city would hire an in-house city engineer. At that point the City may complete a competitive process for identifying a consulting engineering firm(s) to handle the specialized and more time-consuming projects that exceed a single person's capacity to perform.

Staff Recommendation:

This is a 2-part recommendation: first approve an exemption to the competitive procurement requirements that would otherwise apply and second to approve execution of a personal services agreement with Bell Design for interim city engineer services, not to exceed 12 months in duration.

Suggested Motion:

Motion to approve Resolution 2019-15 (A Resolution Exempting the Contract for Engineering Services from Competitive Bidding Requirements and Authorizing the City Manager to Negotiate and Execute a Contract with Bell Design Company for Interim City Engineering Services).

Motion to approve and authorize the city manager to execute a Personal Services Agreement for interim city engineering services with Bell Design Company, not to exceed 12 months.

Alternatives:

1. Choose not to authorize the interim agreement. The City would issue an RFP for a City Engineer for a limited duration.

Fiscal Impact:

1. This is a time and materials contract. Bell Design Company's fee schedule is included as an attachment. Engineering expenses are included as a line item in the FY 19/20 budget.

Environmental Impact:

Attachments:

- Resolution 2019-15
- Personal Services Agreement
- Exhibits A & B to the PSA

**City of Hood River
Resolution No. 2019-15**

A Resolution Exempting the Contract for Engineering Services from Competitive Bidding Requirements and Authorizing the City Manager to Negotiate and Execute a Contract with Bell Design Company for Interim City Engineering Services

WHEREAS, the City of Hood River recently terminated its contract with Bell Design Company, which has served as the city engineer of record since 2011, because the city desires to initiate a competitive search for suitably qualified individuals and to hire a City Engineer; and

WHEREAS, in the interim during which the city undertakes a competitive process for identifying and hiring a City Engineer, it requires temporary city engineering services from a suitably qualified and experienced civil engineering firm; and

WHEREAS, ORS 279B.085 authorizes the City to use special procurement procedures for a special class or single contracts when special circumstances warrant such an approach, do not encourage favoritism or limit competition, results in a substantial cost savings and promotes the public interest that would not be realized through the normal competitive bidding procedures; and

WHEREAS, Hood River Municipal Code §2.32.060C similarly provides for an exception to the full competitive bidding requirements for a special class or single personal service contract when special circumstances warrant such an approach, an exception will not encourage favoritism or limit competition, it will result in a substantial cost savings and promote the public interest that would not be realized through the normal competitive bidding procedures; and

WHEREAS, the City can realize significant cost savings by out-sourcing its city engineering services to the City's previous city engineer of record, Bell Design Company, because it can limit those services to specific projects that include funding for contracted engineering services and Bell Design Company is already familiar with the City, its infrastructure and all city projects; and

WHEREAS, special procurement policies are warranted in this instance because there are no engineers other than the former city engineer that have current comprehensive personal knowledge of the City, its infrastructure and all City projects; therefore, the use of summary contracting procedures for this interim period will not encourage favoritism or limit competition; and

WHEREAS, due to the former consulting city engineer's particularized knowledge of the City, its infrastructure and City projects, no training or break-in period is needed, which will result in substantial efficiency and cost savings; and

WHEREAS, maintaining continuous and consistent engineering leadership on all current projects is in the public interest as is the significant cost savings that can be

realized by out-sourcing city engineering services to the person most uniquely qualified to serve as city engineer and the firm that has held this position for the past eight years; and

WHEREAS, the temporary need for an interim personal services contract for city engineer services is expected to last from 6 months to a maximum of 12 months while the city undertakes a full public competitive search for a permanent full-time city engineer.

NOW, THEREFORE, BE IT RESOLVED by the Hood River City Council, acting as the Contract Review Board, that:

- Section 1. **Incorporation of Recitals.** In support of this special process for procurement under ORS 279B.085 and HRMC 2.32.060(C), the foregoing recitals are incorporated herein.

- Section 2. **Exemption from Competitive Bidding.** A personal services contract may be executed between the City of Hood River and Bell Design Company for interim city engineering services that is exempt from the competitive bidding requirements that would otherwise apply, so long as such a contract is expressly interim and of a limited duration.

- Section 3. **Authorization to Negotiate Contract.** The City Manager is hereby authorized to negotiate a contract with Bell Design Company for the provision of interim city engineering services for an initial period of six months, with the possibility of one 6-month renewal, for a maximum total of 12 months.

- Section 4. **City Manager to Undertake Competitive Search for Qualified Candidates.** The City Manager, in collaboration with the Public Works Director, shall undertake a competitive search for qualified individuals and hire a City Engineer from those candidates.

Approved by the Hood River City Council, acting as the Contract Review Board, this ____ day of _____ 2019, to take effect immediately

Kate McBride, Mayor

Attest:

Approved as to form:

Jenifer Gray, City Recorder

Daniel Kearns, City Attorney

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 BELL DESIGN COMPANY (the “Consultant”).

RECITALS

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

B. The City undertook a competitive public solicitation process through Requests for Proposals to select a consultant to perform the services of City Engineer in 2011 which resulted in the City selection of the Consultant as city engineer; and

C. The City executed a Personal Services Agreement with Consultant, with subsequent extensions, that was to expire December 31, 2021, but the City provided notice to the Consultant of early termination, to be effective December 31, 2019, and the City’s desire to begin a process for identifying and hiring a City Engineer; and

D. Pending the completion of a new hiring process, in which the Consultant may participate, the City and Consultant wish to extend their current professional relationship for a limited 6-month period, during which time the City will search for suitably qualified candidates and undertake the process of hiring a City Engineering.

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

AGREEMENT

1. Term and Early Termination. The term of this Agreement shall begin January 1, 2020 and run for a period of six months from that date. This Agreement shall automatically renew once for a period of six months 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 City Engineer, 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 City Manager.
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 B, 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 principals and associates of Bell Design Company. At the time of execution of this Agreement and for all work performed under this Agreement, all principals of Bell Design Company are licensed Professional Engineers in the State of Oregon and shall remain, Professional Engineers 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 and discharge of the

Consultant as City Engineer.

11. Professional Standards. In performing Work under this Agreement, the Consultant shall be responsible, to the level of competency presently maintained by other engineers in City's community, 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 or alleged to be 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><u>For Consultant:</u></p> <p>Bell Design Company Attn: Stoner Bell P.O. Box 308 Bingen, WA 98605</p>	<p><u>For the City of Hood River:</u></p> <p>City of Hood River Attn: City Manager 211 2nd Street Hood River, OR 97031</p>
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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 _____ day of _____ 2019.

For Bell Design Company:

For the City of Hood River:

By: _____

By: _____

Title: _____

Title: _____

Dated: _____, 2019.

Dated: _____, 2019.

Approved as to Form:

By: _____
City Attorney

EXHIBIT A

Scope of Work City Engineering Services

City Engineering Duties to be performed may include the following:

General City Engineering Services:

- Prepare feasibility analyses and budgetary cost estimates for proposed public works projects.
- Provide periodic updates and assist the City with prioritization of the Capital Improvement program for streets, water, sewer, and drainage.
- Serve as the Waste Water Treatment Plant (WWTP) and Industrial Pretreatment Program (IPP) administrator.
- Review and make recommendations related to planning actions that may impact City infrastructure.
- Provide on call consultation with the Public Works Department by answering questions, reviewing correspondence, troubleshooting engineering related infrastructure problems, or addressing citizen complaints involving engineering issues.
- Assist the Public Works Department with troubleshooting problems and major equipment replacement by reviewing function, intent, and design requirements (i.e. replacement of pumps, meters, etc).
- Provide written correspondence of annual inflationary factors as documented in the Year-end Report of the Engineering News Record for updating Capitol Improvement Programs.
- Assist City with preparation of requests for proposals for consulting work associated with small public works projects as requested.
- Provide general services associated with water, roads, parks, waste water treatment (to include industrial pretreatment) sanitary sewer and storm sewer.
- Be available to attend Staff Development and Council meetings as requested and make presentations to official bodies and community groups regarding public works projects or other special topics.

Development Review Services:

Provide engineering review of private development project plans, including technical review of the developer's design and provide written comments to the City's public works and land use planning departments regarding changes, alterations, or requirements for the design.

Development Inspection Services:

Assist the Public Works Department by providing oversight and consultation to the City project inspector who provides on-site construction observation during the construction of infrastructure related to the site development.

Owner's Representative on Stormwater Line Replacement Project:

The city is currently involved in the design of the stormwater collection and conveyance system in the City's waterfront area. The City Engineer will serve as the City's (owner's) representative in that design project and in any subsequent public works project to remove and replace segments of the existing stormwater collection and conveyance system in the City's waterfront area.

Published Fee Schedule

EXHIBIT B



Fiscal Year 2020 REV 11/19

For use by the City of Hood River

Engineering and Technical Services

Engineering Specialist, (SE, EN, GE)*	PE4	\$ 178.00 per hour
Engineering Department Manager	PE3	\$ 159.00 per hour
Engineering Project Manager	PE2	\$ 144.00 per hour
Professional Engineer	PE1	\$ 128.00 per hour
Senior Engineer-in-Training Personnel	EIT4	\$ 115.00 per hour
Engineering Design Tech 3	EIT3/T5	\$ 103.00 per hour
Engineering Design Tech 2	EIT2/T4	\$ 92.00 per hour
Engineering Design Tech 1	EIT1/T3	\$ 83.00 per hour
Office/Field Technician 2	T2	\$ 75.00 per hour
Office/Field Technician 1	T1	\$ 67.00 per hour

**Licensed personnel with special endorsements*

Multiply rates by 2 for expert witness services of all kinds.

Surveying Services:

Surveying Department Manager	PLS3	\$ 145.00 per hour
Surveying Project Manager	PLS2	\$ 127.00 per hour
Licensed Surveying Personnel	PLS1	\$ 110.00 per hour
Technical Field/Office Staff 2	LSIT1/S5	\$ 96.00 per hour
Technical Field/Office Staff 1	S4	\$ 84.00 per hour
General Field Staff 3	S3	\$ 73.00 per hour
General Field Staff 2	S2	\$ 64.00 per hour
General Field Staff 1	S1	\$ 56.00 per hour

Support Services:

Executive Administrative Personnel	O6	\$ 145.00 per hour
Administrative Personnel 5	O5	\$ 120.00 per hour
Administrative/Drafting Personnel 4	O4/D4	\$ 100.00 per hour
General Office/Drafting Personnel 3	O3/D3	\$ 82.00 per hour
General Office/Drafting Personnel 2	O2/D2	\$ 68.00 per hour
General Office/Drafting Personnel 1	O1/D1	\$ 56.00 per hour

Other Expenses:

Mileage (<i>Travel time is billed at normal hourly rates per position</i>)	\$ 0.55 per mile
Materials	Cost plus 10%
External Services and Equipment	Cost plus 10%

Equipment:

DGPS Survey Equipment	\$ 350 per day	\$ 90 per hour
Robotic Total Station Survey Equipment	\$ 275 per day	\$ 70 per hour
Total Station Survey Equipment	\$ 100 per day	\$ 30 per hour
Drone Mapping	\$ 200 per event	
Level Equipment	\$ 25 per hour	
Computer Equipment	\$ 10 per hour	
Motorized Off-road Vehicle Rental	\$ 6 per hour	

Report Products:

Mylars	\$ 15 per sheet
Plots & Copies, color (over 8.5 x 11)	\$ 6 per sheet
Plots & Copies, b/w (over 8.5 x 11)	\$ 4 per sheet
Drawings and Copies (8.5 x 11)	\$ 1 per sheet

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 12, 2019
To: Honorable Mayor and City Council
From: Rachael Fuller, City Manager
Subject: Climate Change Resolution

Public Purpose: Creating a more environmentally sustainable community is a 2019 Council Work Plan Goal and one of the strategies outlined to achieve the goal is implementation of the Hood River County Energy Plan.

Background: On September 23, the Hood River Valley High School Earth Action Club and Columbia Gorge Climate Action Network presented a resolution declaring a climate emergency for consideration by the Hood River City Council.

Following discussion by the City Council, two councilors were appointed to draft an alternate resolution for consideration.

The proposed resolution recognizes the problem of climate change and re-affirms the City's commitment to addressing it by committing to steps already being taken by the City and to other actions within current policy direction/resource allocation. The proposed resolution is focused on City operations and supports partnerships/outreach to the larger community. The proposed resolution identifies the need to develop adaptation and resilience strategies that have implications to City operations and to the broader Hood River community.

In addition to supporting the Hood River Energy Plan with staff and fiscal support, the City of Hood River is currently recruiting for a management analyst position. One of the duties outlined in the position, among others, is to conduct a baseline inventory of energy use in City facilities and operations and to bring project and policy options to reduce energy use to Council for consideration.

Staff Recommendation: N/A, this item is presented for Council discussion.

Suggested Motion: Motion to be determined after Council discussion.

I move to

Alternatives:

1. Adopt the City Council proposed resolution.
2. Adopt the City Council proposed resolution with modifications.
3. Adopt the resolution proposed by the Columbia Gorge Climate Action

Network on September 23, 2019.

4. Other alternatives as determined by Council.

Fiscal Impact: Adopting the climate change resolution has no fiscal impact beyond the steps already being taken by the City. Projects aimed at reducing energy use in City facilities and/or the community as well as developing adaptation and resilience strategies may have a fiscal impact. These would be identified through individual projects, including potential tradeoffs, and brought to Council for consideration.

Environmental Impact: Adopting the climate change resolution has no environmental impact beyond the steps already being taken by the City. Projects aimed at reducing energy use in City facilities and/or the community as well as developing adaptation and resilience strategies may have an environmental impact. These would be identified through individual projects and brought to Council for consideration.

Attachments:

Resolution 2019-16

RESOLUTION 2019-16

RESOLUTION AFFIRMING STRATEGIES TO REDUCE HOOD RIVER'S CONTRIBUTION TO GLOBAL WARMING AND TO MITIGATE THE EFFECTS OF THE CLIMATE CRISIS ON THE HEALTH AND WELFARE OF THE CITIZENS OF HOOD RIVER

WHEREAS, in April 2016 world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming “well below 2°C above pre-industrial levels” and to “pursue efforts to limit the temperature increase to 1.5°C”;

WHEREAS, the world is already seeing the impacts of a warmer climate in rising seas and increased and intensifying wildfires, droughts, floods, and other extreme weather events.

WHEREAS, human activities will likely result in global warming of 1.5°C or more above pre-industrial levelsⁱ;

WHEREAS, global warming to 1.5°C above pre-industrial levels will negatively affect human health, livelihoods, food security, water supply, human security, and economic growth, and will result in species loss and extinctionⁱ;

WHEREAS, limiting global warming to 1.5°C will require rapid and far-reaching transitions in the way we manage energy, land use, urban, transportation, and industrial systemsⁱ;

WHEREAS, the City of Hood River is committed to sound municipal environmental policy and the reduction of the City's contribution of greenhouse gasses into the environment;

WHEREAS, by Resolution 2018-2, the City of Hood River affirmed its commitment to the Hood River County Energy Plan's blueprint to improve community resilience, increase energy independence, and increase economic benefits related to energy use in Hood River County while reducing emissions from the burning of fossil fuels;

WHEREAS, the City of Hood River recognizes the need for full community participation and inclusion in the planning and implementation of large-scale change at all levels of government;

NOW BE IT THEREFORE RESOLVED; the City of Hood River recognizes the global climate crisis;

BE IT FURTHER RESOLVED, the City of Hood River re-affirms its support of and participation in the Hood River County Energy Plan;

BE IT FURTHER RESOLVED, the City of Hood River commits to take steps to 1) reduce reliance on fossil fuels in municipal operations and to pursue local policies (e.g., adopt municipal code) and reforms that promote environmental stewardship and sustainability; 2) reduce municipal net greenhouse gas emissions as quickly as possible with a target of reaching net zero by 2050ⁱ with appropriate financial and regulatory assistance from Hood River County,

the region, and State and Federal authorities, and 3) initiate efforts to formulate adaptation and resilience strategies in preparation for intensifying climate impacts;

BE IT FURTHER RESOLVED, the City of Hood River commits to reviewing progress and updating implementation strategies annually to allow for adaptive management;

BE IT FURTHER RESOLVED, the City of Hood River commits to partnering to educate our residents about steps that are needed to limit the magnitude and effects of global warming;

BE IT FURTHER RESOLVED, the City of Hood River underscores the need for community participation, inclusion, and support, in efforts to rapidly reduce greenhouse-gas emissions and the city's climate impact;

BE IT FURTHER RESOLVED, the City of Hood River commits to keeping the concerns of vulnerable communities central to all climate change mitigation planning processes and to inviting and encouraging such communities to actively participate in order to advocate directly for their needs;

BE IT FURTHER RESOLVED, the City of Hood River joins a nation-wide call to limit or reverse climate change at all levels of government;

BE IT FURTHER RESOLVED, the City of Hood River calls on the State of Oregon, the United States of America, and all governments and peoples worldwide to recognize the global climate crisis; and to 1) initiate efforts to reverse global warming by restoring near pre-industrial global average temperatures and greenhouse gas concentrations, 2) discourage the development of new fossil fuel infrastructure, 3) rapidly phase out all fossil fuels and the technologies which rely upon them, 4) end greenhouse gas emissions as quickly as possible, 5) initiate an effort to safely draw down carbon from the atmosphere, 6) transition to regenerative agriculture that aims to capture carbon in soil and aboveground biomassⁱⁱ, and 7) create high-quality, good-paying jobs with comprehensive benefits for those who will be impacted by this transition.

Approved and Effective this _____ day of _____ 2019.

ⁱ IPCC, 2018: Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty [Masson-Delmotte, V., P. Zhai, H.-O. Pörtner, D. Roberts, J. Skea, P.R. Shukla, A. Pirani, W. Moufouma-Okia, C. Péan, R. Pidcock, S. Connors, J.B.R. Matthews, Y. Chen, X. Zhou, M.I. Gomis, E. Lonnoy, T. Maycock, M. Tignor, and T. Waterfield (eds.)].

ⁱⁱ Kenne, G.J. and Kloot, R.W., 2019. The Carbon Sequestration Potential of Regenerative Farming Practices in South Carolina, USA. *American Journal of Climate Change*, 8(02), p.157.