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

November 23, 2020

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

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

Please use the following phone number or video link:

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

(253) 215 8782

Meeting ID: 869 1607 4773

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

I CALL TO ORDER – Pledge of Allegiance and Land Acknowledgment

II BUSINESS FROM THE AUDIENCE

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

1. Submit written comments to the City Recorder at j.gray@cityofhoodriver.gov by Monday, November 23, no later than 12 noon in order to distribute to the City Council in one packet for review by 3pm. All comments will be added to the record.
2. To address Council during Business for the Audience, email the request (name of speaker and topic) to j.gray@cityofhoodriver.gov by Monday, November 23, no later than 12 noon. Please specify the topic your testimony addresses. Testimony will go in order of requests received. Attendees that have registered will be unmuted by the IT Administrator for 3 minutes to address Council. Public comment will be by audio only. At the Mayors discretion, public comments may be received prior to a specific topic of relevance during the meeting.

WORK SESSION

THERE ARE NO WORK SESSION ITEMS SCHEDULED

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 – PAGES 3-23
October 13, 2020 Joint Meeting, October 26, 2020
2. 2nd and Oak Signalization ODOT Agreement, M. Janeck PAGES 24-37
3. Change Orders Phase 1 Waterfront Storm Sewer Project, M. Janeck PAGES 38-47
4. Kickstand Coffee – Parking Agreement with the City, D. Kearns PAGES 48-50

IV REGULAR BUSINESS ITEMS

1. Police Space Needs Analysis – PAGES 51-108
Phase I Final Report & Presentation, W. Norris, N. Holste
2. Mosier IGA – Utility Meter Reading and Billing, W. Norris PAGES 109-115
3. Homeless stakeholders and support, R. Fuller PAGES 116-117
4. Report to Council Regarding Chamber Meeting, PAGES 118-119
W. Norris, D. Nilsen

V ORGANIZATIONAL UPDATES

1. Special workshop for Rand Road Development
2. Cancellation of December 28 meeting

VI MAYOR

1. Bridge Replacement Public Hearing Notice Flyer PAGES 120
2. Letter of Support for Regional Transportation System PAGES 121-123

VII COUNCIL CALL

VIII ADJOURN REGULAR MEETING

Hood River City Council and
Hood River County Commission Joint Work Session
Public Meeting
Tuesday, October 13, 2020

Conducted via Zoom
Videoconference

4:45-6:00 pm

MINUTES

Meeting went live on Zoom at 4:45 pm

I. CALL TO ORDER:

Mike Oates (Board Chair) called the Hood River County joint meeting to order at 4:45 pm.

Mayor Kate McBride called the City of Hood River joint meeting to order at 4:45 pm.

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

PRESENT: County Commissioners: Mike Oates (Board Chair), Bob Benton, Karen Joplin, Rich McBride, Les Perkins

Presenters: Alexia Kelly (Hood River Energy Council) Marla Harvey (MCEDD/Hood River Energy Council Coordinator), Jeni Hall (Energy Trust of Oregon), Kari Greer (PacifiCorp Community Relations), Barb Ayers (County Emergency Management).

II. Open Work Session

A. Introductions: Mayor McBride and Commissioner Les Perkins gave an overview of the mission of the Hood River Energy Council (HRCEC), established in 2019 upon adoption of the Hood River County Energy Plan in 2018.

Commissioner Perkins summarized work by the HRCEC as planning for resiliency, from a social and economic perspective, in order to prepare for events such as wildfires, earthquakes, ice storms, and Covid-19. Projects related to preparedness also function to make the community stronger outside of natural events. The planning work of the Hood River County Energy Council places the county ahead of most of the state, and much of the country in taking advantage of funding opportunities, which are increasing all the time. For example, HRCEC has already obtained funding for the HRCEC coordinator's position, and for Energy Trust of Oregon feasibility studies and projects on the ground. The County's project proposals are presently ranked in top 1 and 2 among projects considered for inclusion as part of the State Hazard Mitigation Office's anticipated FEMA/BRIC grant application. The BRIC is a new program aimed at pre-disaster planning, a change from FEMA's normal focus on fixing things after disasters.

B. Climate Change Action and Resilience, Technology, and Policy: Alexia Kelly introduced herself with a short background: 15 years working on climate and clean energy issues with the State Department in the UN, and in other countries providing long-term strategic planning in building resilient and just communities. During her presentation, Alexia shared that recent climate change history shows an increased average temperature of 1.5° F in the Pacific NW, which is worse than models had predicted. This impacts infrastructure and livelihoods, necessitating new perspectives and strategies. For example, in the event of a power shut-off that may last up to several days, how does our community respond and continue to operate?

She discussed two of county's major electric energy suppliers in the County, their mix of renewable vs. non-renewable power and prices, sharing that Pacific Power is still largely fossil fuel while Hood River Electric Co-op is primarily large hydro. As technology improves, we are experiencing a sea-change in relative values of various renewables such as wind and solar in terms of cost, risk, and in energy production and distribution. Large energy production hubs and transmission lines will be replaced by numerous smaller hubs of renewable production and consumption feeding into local grids in a bidirectional flow. There will be many opportunities and challenges in developing a community-wide clean, integrated approach to energy.

C. Energy Plan and Energy Council Progress Review: Marla Harvey outlined her position with the Mid-Columbia Economic Development District (MCEDD) with her main role as support for the HRCEC. She gave an overview of the Hood River County Energy Plan, its programs and goals. She discussed how the HRCEC members and staff put the Energy Plan into action by providing coordination, expertise, and consultation in addressing the Plan's goals. Marla provided highlights of HRCEC work from the past two years and provided one or more examples of its work in each of the following areas:

- Supporting public fleets and buildings: Collaborating with the City, County and Port of Hood River to plan or conduct a variety of detailed assessments of public buildings and vehicles.
- Preparing Critical Facilities: Preparing critical facilities within the county to be energy resilient through microgrid analysis.
- Increasing community access: In coordination with the Energy Council MCEDD received a \$120,000 grant to build out strategies to increase access to beneficial energy projects, with emphasis on strategies for low-income and Latinx communities.
- Mapping Energy Resilience and Industry: Among other things, MCEDD will be interviewing representatives of key local industries to begin understanding the cost of power outages in order to identify the value of energy resilient strategies.

D. Building Energy Resilience: Jeni Hall, the program manager and technical lead for the solar program of Energy Trust of Oregon (ETO) defined a microgrid as a group of interconnected loads and distributed energy resources. Installation of a solar system with battery storage thus makes a home or business a microgrid. Jeni highlighted Governor Brown has told communities that they will need to be prepared for a two-week power outage in the event of a Cascadia Subduction Zone earthquake. The Energy Trust of Oregon is primarily funding and serving as project manager for microgrid feasibility studies at nine critical facilities in Hood River County to design solar and storage systems that could make those sites energy independent in the event of a two-week power outage. Solar + storage also provides flexibility and equity outside of emergencies. Depending on where the facility is located, it can serve as the power supply for a trailer park, food bank, hospital, etc., saving money on monthly energy bills.

Highlights of HRCEC/ETO work include:

- Community energy resilience planning
- Resilience and disaster vulnerability mapping to indicate locations best suited for solar plus battery storage
- Microgrid feasibility study sites at 9 critical facilities
- Support for grant applications

E. Pacific Power Updates on PSPS: Kari Greer updated the Council and Commission on Pacific Power's Public Safety Power Shutoff (PSPS) planning and implementation. Kari highlighted that she had met with the City, County, as well as the Fire Chief, Emergency Manager, and the Sheriff to inform them of Pacific

Power's approach to PSPS. The utility hosted one tabletop exercise last year, and plans to do another. The Hood River waterfront, downtown, and the Heights have been "hardened" and would not be included in a PSPS. Construction is ongoing, with a plan to harden the entire service area by 2021 and remove any Hood River or Wasco PSPS zones by December 2021, leaving potentially one more possible PSPS season of Summer 2021. In a shutoff event, 72 hours' notice would be given to the Emergency Manager, Sheriff, and Fire Chief. Subsequently, 48-, 24-, 2-, and 1-hour notices would be given to customers, and they would also be alerted when power is restored.

F. Emergency Preparedness and Community Resilience: Barb Ayers shared that the Emergency Management Office has many partners in the local governing bodies and nonprofit community. The County's top hazards include wildfires and winter storms with PSPS events and COVID-19 added onto the list of concerns in the last year or so.

Recent accomplishments and ongoing concerns include:

- Development of a public outreach program: getreadygorge.com outlining steps for 2-week preparedness.
- Listing of services critical for continuity of operation from day 1, week 1, etc., post-event.
- Beginning an emergency shelter framework that will be community-based (not Red Cross)
- Identifying essential needs for public safety. For example, there is a profound lack of backup power in buildings that will be used in emergencies.
- Identifying vulnerable populations in planning for events such as PSPS or COVID-19.
- Securing grant funding for backup generators for the cities of Mosier and Hood River.
- Investigation of other funding sources such as: seismic retrofitting grants, FEMA, and Homeland Security grants.

G. Connecting the Dots and Charting a Path Forward: Alexia Kelly summarized the interconnectedness of renewable, locally-generated energy and emergency preparedness. The Community Scale subcommittee is advancing the county's FEMA/BRIC application, due in November.

H. Discussion:

- Council members asked for details on the FEMA/BRIC opportunity. It was reviewed that the Energy Council helped submit two letters of intent one for solar + storage infrastructure at critical facilities (up to \$9 million) and another for drought/flood mitigation through proactive management (up to \$26 million). The scale and value of this opportunity was discussed. Challenges of taking on FEMA funding was also expressed.
- Alexia Kelly stated there is a need for fiscal planning: to prepare financial channels to receive funds, manage public/private partnerships, and deploy resources. Mayor McBride added that in strategic planning, the governing bodies need to allocate staff time to help put grant funding to use.
- Commissioner Perkins encouraged the governing bodies to use HRCEC as a resource on planning projects.
- Councilor Zanmiller expressed appreciation for much of the work of the Energy Council and that, in the future, he would like to see greater coordination and communication with City Council.
- A discussion regarding FEMA/BRIC application requirements and current status of County proposed projects was cut short when the meeting ended.

Adjournment:

Mayor McBride adjourned the meeting at 6 pm.

Kate McBride, Mayor

Jennifer Gray, City Recorder

Approved by City Council on _____

**City of Hood River
City Council Work Session
October 26, 2020**

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

Staff: City Manager Rachael Fuller, Finance Director/ACM Will Norris, City Attorney Dan Kearns, Fire Chief Leonard Damian, Police Chief Neal Holste, Public Works Director Mark Janeck, Senior Project Manager Wade Seaborn, City Recorder Jennifer Gray, GIS Analyst Jonathan Skloven-Gill, Senior Planner Kevin Liburdy

Absent:

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

Mayor McBride announced she would like to take 15 seconds of silence to remember who took care of this land years ago and how much we love it now because it was taken care of.

II BUSINESS FROM THE AUDIENCE

Lorraine Lyons, owner of 64oz, Hood River, OR – wanted to share her experience with parklets this summer and some of the feedback she received. She offered to be a part of the process if the parklets come back. She stated literally hundreds of people, locals and visitors have been so grateful to have the outdoor space where they felt safe. Employees have felt safe. It has been a lifesaver for their business. She thanked everyone for their support. She does not know the plans for this spring, but she is hopeful they will return. She believes there are things to do to make the parklets better and safer. It has been a game changer for downtown Hood River. There has been a lot of great suggestions from visitors regarding parklets and Oak Street. If a planning process can get started now for this spring, they can be better prepared with clear guidelines.

Tracey Tomashpol, Hood River, OR - Cascade & Rand Road – spoke about the costs and the contract the City signed of the Cascade & Rand Road project. She stated Mayor McBride, Councilor Zanmiller and Councilor Saunders had the opportunity and responsibility to review the contract the City signed on July 10, 2017. The HRMC states the City Council is designated to continue as the local contract review board of this City. They were apart of the 2017 City Council and were responsible for reviewing the contract and approving it. She asked what happened and what does the contract bind the City. The IGA limits federal funding to \$750,000. Hood River signed up to be responsible for all remaining costs. She asked what questions were asked by Council about this contract signed in 2017. During the next budget review, the public might want to look closely at the revenues and expenses in the road fund to see whether the estimates being spent are reasonable, given the construction expenses for Cascade and Rand remain unknown at this time, but have no caps. Any new contracts for the 2nd and Oak Street

signal project mirror a close review of contract conditions. Something Council members are obligated to do on behalf of the City. The current Councilors who have been loudest in protecting Cascade & Rand costs and asking ODOT engineers to plead for the state for money, were on Council that approved the contract. Why not admit they did not read the contract, did not ask the right questions, or got faulty advice. Council members should admit their accountable for the 2017 contract and stop being outraged at the State of Oregon for merely caring out their side of the contract.

Pamela Larsen, Hood River OR – she is a local independent educator who teaches tribal history. She wanted to speak to Council about the idea of “community dialog.” As a community member, she has noticed the nation become very polarized, politically and socially. Our county needs to be a place where diversity of voices can encourage. Many people right now do not feel safe to voice their opposing opinions. She has been reaching out to people in the community and has come up with the idea of a community dialog. The purpose would be to group community people together that have a very political and social perspective, to speak in a safe and respectful environment with a facilitator. No one is trying to change someone’s point of view and there is not a political agenda or platform. It is merely to inviting people to come together, not be judgmental and share views. She sees it as an opportunity to build some bridges between people in the area that are feeling bipolarized by the situation happening in the nation. She is proposing a pilot program this Saturday. It’s an invite only of moderate republicans and moderate democrats. Vicky Stripper from Riverside Church will be the facilitator. There will be a doctor there taking temperatures and speaking about State mandated COVID regulations. It will be held at Tucker Park at 10am-noon. It would be wonderful to have the County and City and law enforcement involved.

Claire Culbertson, Hood River, OR – “I’m very excited to see the Rand Rd project advancing. In reviewing the proposal submitted by the Leeland group, several issues come to mind that need to be addressed in the work going forward.

First: The proposal states that “stakeholder interviews may include neighbors, neighborhood association leaders, affordable housing advocates and housing developers.” Unfortunately, I didn’t see any mention of the end-users in this list. How do we ensure that people who need low-income housing will have their voices heard? The City’s 2019 update of the Housing Needs Analysis identifies several demographic groups whose input should be specifically sought. These include the increasing percentage of Hood River’s population that’s over 60 years old, and the increasing percentage that’s Hispanic or Latino. Expecting that these important potential end-users groups will be adequately represented among the “neighborhood and neighborhood associations” is unrealistic.

Second: In the proposal’s “scope of work” description, I didn’t see mention of factoring in actual data on where the need is. We have that data. The HNA update I just mentioned documents rapidly rising housing prices and rent costs in Hood River over the last several years. Since completion of the original Housing Needs Analysis in 2015, the “cost-burdened” segment of households (Those paying 30-50% of their income on housing costs) increased from 32% to 37% of all households. The largest increase in being “cost-burdened” was for renters, increasing from 40% to 48% of renters. The percentage of “severely cost-burdened” renters (those paying 50% or more of their income on housing costs) increased from 15% to 22%. This data show that Hood River’s housing is becoming less affordable to all households, but especially for renter households.

I ask that the City specify end-user groups, including older adults and Latinos, as specific stakeholder groups to be included in Leeland’s assessment process. And I ask that the City

direct the Leeland group to specifically incorporate the Housing Needs Analysis update data in its planning.”

III PUBLIC HEARINGS

1. Public Hearing for Natures Miracle Zone Change upon the request of IBC File Number 2020-13, D. Nilsen

Mayor McBride opened the hearing and read the script and rules regarding the public hearing at 6:17 p.m.

Mayor McBride asked Councilors if they have any bias, ex-parte contact conflicts of interest to report.

Councilor Saunders noted she is employed by Farmers Irrigation District which is the district for this parcel. They reviewed this proposal before it went before Planning Commission. It was the same notice that was in the packet, so she did not learn about any other information. A zone change would in no way impacted Farmers operations, but a subdivision would have a minor financial impact on the budget. It would in no way impact her salary or compensation. There is no personal financial stake and there is no prejudgment.

There were no questions from the public on her disclosure.

Nilsen presented the staff report. Nilsen stated pages 4-7 in the meeting packet are the most significant aspects in the request, that Council is being asked to consider on this change from R-1 to R-2.

This matter comes to City Council through the Planning Commission to consider a zone change request from Integrity Building and Construction. The Planning Commission approved the subdivision request with conditions and recommended that Council approve the zone change. Planning Commission’s complete findings, recommendation, conditions of approval, along with application materials provided by the applicant and neighborhood comments are included within packet.

Background:

File # 2020-13 requests the approval of a zone change from R-1 to R-2 and an 18-lot subdivision to include grading, construction of street extensions of Montello and Prospect Avenues and 30th Street, and installation of public utilities and associated site improvements. The property, Tax Lot Description: 03N 10E 34A 200, is located at the northwest corner of 30th Street and Prospect and is approximately 3.14-acres in size.

On October 5th, 2020, the Planning Commission evaluated the request at the public hearing and has provided its approval of the subdivision along with its recommendations regarding the Zone Change to City Council. On October 6th, 2020 staff provided neighbors notice of the Council hearing. As described in the City Code, Council has the sole authority to allow and approve zone changes.

Approval Criteria:

The Hood River Zoning Code 17.08.040 outlines the criteria for zone change approvals. Its states that zone or plan changes may be approved if the change will not be unreasonably harmful or incompatible with existing uses and one or more of the following exist:

1. A mistake was made in the original zone or plan designation; or

2. There is a public need for the change, and this identified need will be served by changing the zone or plan designation for the subject property(ies); or
3. Conditions have changed within the affected area, and the proposed zone or plan change would therefore be more suitable than the existing zone or plan designation.

Planning Commission found that no mistakes were made in the original zoning of the property. The justified need for the change as well as the conditions within the affected area are discussed in the following findings.

Staff noted and Planning Commission affirmed in its findings, the subject property is surrounded by residential zoned property with vacant R-1 property to the West, partially developable R-1 to the South, and subdivided and developed R-2 property to the North and East. As depicted in the zoning and parcel map below. The proposal represents a natural progression and extension of roads and subdivided residential lots that are consistent with the growth pattern and zoning of development immediately to the north and east.

In 2015 the City of Hood River updated its Housing Needs Analysis (HNA) 2015-2035 to comply with statewide planning policies that govern planning for housing and residential development, Goal 10 and OAR 660-008. The report provides Hood River with a factual basis to support future planning efforts related to housing and options for addressing unmet housing needs in Hood River. The focus of the HNA was an assessment of whether Hood River has enough land within the City's Urban Growth Boundary (UGB) to accommodate expected population growth.

This City of Hood River has adopted a comprehensive Housing Strategy that addresses the key findings of the HNA and has incorporated this strategy as background information in the City's Comprehensive Plan. The key conclusions from the HNA are:

- Hood River's policies generally comply with Goal 10, except for regulation of townhouse development;
- Hood River has limited opportunities for future expansion of the UGB;
- Hood River has a limited supply of residential land;
- Hood River has a very limited supply of land for multifamily development;
- Hood River will need to continue to encourage efficient use of land for single-family development; and
- Hood River has an existing deficit of affordable housing.

The Housing Strategy includes policy recommendations that address the key findings mentioned above and the City Council has since provided direction to implement these strategies. The Hood River Housing Strategy is organized into three broad strategic areas: increasing residential land use efficiency, regulation of secondary housing and short-term rental housing, and development of affordable housing.

The proposal to change the zone from R-1 to R-2 and subdivide the land is generally consistent with increasing residential land efficiency as it creates opportunities to develop an number and increased diversity of housing product types, including duplex and attached single family dwellings, and divides the cost of extending infrastructure across dwellings planned and developed as a unit.

The proposed development extends the current street blocks in grid and block configuration, with shorter block lengths along with rear alley access. These features are hallmarks of "Smart Growth" principals adopted by the Congress for New Urbanism, Urban Lands Institute, Form Based Codes Institute, recommended by the EPA, and encourage efficient use of land for development.

The hearing body shall consider factors pertinent to the preservation and promotion of the public health, safety, and welfare, including, but not limited to:

1. The character of the area involved;
2. It's peculiar suitability for particular uses;
3. Conservation of property values; and
4. The direction of building development.

The code requires the City to consider the above standards pertinent to the preservation and promotion of the public health, safety, and welfare. The character of the area is predominantly single-family residential uses developed under R- 2 density standards. Larger vacant property owned by the Hood River School District and private ownership are used by residents for recreation. Building and development has generally been more active and intense from the east as a natural extension from the City Center with less dense development leapfrogging into the urban growth boundary approximately ¼ mile to the west. As development has occurred in the area, property values have continued to grow over time, generally increasing as land has been subdivided and developed into individual housing units. Given the surrounding properties development, no identified environmental or natural issues, and local grid street network the area is suitable for residential development.

Mayor McBride called on the applicant's testimony.

Mike Kelter addressed Council. Sean Wagner has nothing to add.

Mayo McBride called on members of the public signed up to speak.

Opposed:

Linda Maddox, Hood River, OR – she is opposed to the zone change. She does not believe the applicant has made the case for any of the reason for a zone change. She believes there is a flaw in the transportation analysis; there will be 36 homes, not 18 which will generate more traffic trips. She lives near this area. She believes it would look much better if there is a variety in the design of units that are built. She added single family homes would give more space between neighbors and it would improve the design. If this does get approved, she would like the City to require a variety in designs and single home duplexes.

Mary King, Hood River, OR – she lives directly down slope from this area. She would like Council to review her concerns about this rezone that were submitted in the record to the Planning Commission, page 8 of the meeting packet. Her concerns are protection of neighboring properties, safety for pedestrians and bicyclists, and mitigation of wildlife impact. Knowing it is unlikely the City Council will deny the rezone, she requested Council to amend conditions of approval to provide certainty to the surrounding property owners, that their homes will be protected from damage and harm from drainage control.

Megan Barton, Hood River, OR – she shares a driveway with King. She also spoke at the Planning Commission meeting about concerns about the proposed drainage. There was confusion on how that would look. Her husband reached out to the developer and spoke with Kelter to get more information. After their discussion, there was still some unknowns associated with that issue. They still have concerns. She explained they have a sub-pump on her property. Once some of the vegetation is removed, there could be some egress water coming into the area. Will that be her responsibility? She feels there are somethings that are out of their hands with the concerns they

have. It would be helpful to have more information before agreeing to move forward.

Mayor McBride stated it is time for a rebuttal from the applicant.

Kelter stated he agrees with Maddox's statement about the importance of diversity in design. He agrees diversity in design for this project is needed and is planned for this project. In regard to her statement about a single family and multifamily mix use design is what the City needs in its housing needs. If Council does not approve the R-2 rezone, they would not be able to build multifamily mix use with single family housing.

Kelter stated he has spoken to King several times. At this stage, it is a vague concept because they only get to see preliminary engineering. And because of the preliminary engineering, the detail in what they gather is hard to interpret. He believes they can assure the neighbors through the engineering standards of Hood River and the State of Oregon, the zero impact they will have on their property should give them security. He believes that is why during the Planning Commission phase, they voted to have them notify neighbors when the official engineer complete packet is submitted. They should be comforted they do not need to hire an engineer; the City has an engineer on behalf of the citizens. As a developer they are not doing anything that does not meet the standards. The same would be true if someone else developed this land.

Wagner added about Maddox's comment on 36 town houses, as of this morning that is not the plan. Kelter confirmed Wagner's statement. Kelter stated that does not mean there will not be any townhouses. The north lots on the property will not work for townhouses or duplexes. He estimated they would only be able to 4-6 built. He is estimating the price for these homes will be around \$500,000.

Nilsen stated there is a unanimous recommendation from the Planning Commission for the rezone. The concerns that were raised this evening, those are reserved and required to be reviewed by engineering after this stage. What is being reviewed now is the criteria called for an adequate public facility analysis. Within the report itself and within the subdivision, includes a number of findings from our engineering team that reviewed this. Planning Commission also heard this request and added a condition of approval stating that at the time of submission, the applicant would be required to notify the neighbors they have submitted final engineering plans. This is typically outside of what the process entails, but this is a matter of providing some additional transparency to the neighbors. That is included in the recommended conditions of approval.

Kearns added this is a zone change application for a subdivision. A subdivision just creates lots, it does not dictate what are on those lots. They do not have a way of dictating duplexes versus single family homes. The traffic analysis at this time is based on just the number of lots being used as single-family homes. The traffic analysis looks at the capacity of effected intersections. There is a condition that requires they verify there is actual capacity for the number of units that would be constructed. The suggestion that the City should require a certain type of design, the City cannot do that. It is not allowed under State law to require design review or requirements. The testimony on stormwater, this is reviewed and must meet the requirements of the City. The Planning Commission looks to the City Engineer to verify the proposal meets or can meet the stormwater requirements.

Mayor McBride closed the public portion of the hearing at 6:56p.m.

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

There was discussion regarding neighboring drainage concerns.

There was discussion when Councilor Rivera asked about the opportunity/possibility for affordable housing at this location if there was an opportunity for the City to collaborate with Kelter. Kelter spoke about the City development requirements that drive up the cost on those types of projects.

Councilor Zanmiller stated there is a list 10 significant trees or tree clusters that are in the packet. He asked if the plan protect them. He asked about traffic effects when additional homes are added.

Councilor Metta stated she is comfortable with the rezone.

Mayor McBride stated she is comfortable with the rezone.

Councilor Megan stated she believes the conditions have been met and is in favor of the rezone.

Councilor Zanmiller stated he is supportive of the zone change.

Councilor Rivera stated she is frustrated but they are being asked specifically for it to be rezoned from R-1 to R-2. She has raised her concerns, but she feels comfortable with the rezone from R-1 to R-2.

Councilor Counihan stated he is comfortable with the zone change. He is interested in having future discussion about potential policy changes that help get more affordable housing development.

Councilor Haynie believes the applicant has met the applicable standards. The applicant has done their job. In regard to Maddox and King's comments, he would like the minutes to reflect there will not be 36 units. He also likes King's point of having stronger language under the conditions of approval. He will be voting in favor of the zone change.

Councilor Metta stated along the lines of carrots, she believes the Rand Road development will an opportunity for the City to look at what incentives could look like for future development.

Motion: I move to approve File 2020-13 adopting Planning Commission Findings, Recommendation, and Conditions.
First: Saunders
Second: Counihan
Discussion: None
Vote: Motion passed (roll called)
Ayes: McBride, Zanmiller, Saunders, Counihan, Metta, Haynie, Rivera
Nays: None
Abstentions: None
Excused: None

Mayor McBride adjourned the public hearing at 7:56 p.m.

Break 7:57p.m.

WORK SESSION

IV OPEN WORK SESSION – 8:03 p.m.

V AGENDA ADDITIONS OR CORRECTIONS

VI DISCUSSION ITEMS

1. Extension of Certain Provisions for COVID Assistance, W. Norris, D. Nilsen

Nilsen presented a PowerPoint presentation. It has been added to the record.

Public Purpose: The purpose of this item is to review City-sponsored COVID19 support and to gather Council feedback on these initiatives and longer term adaptations that are going to be necessary to respond to the pandemic until they see some level of resolution.

Background: Over the past eight months the City has partnered with local stakeholders and agencies to support the community during the COVID -19 pandemic. Some of this response focused on the business community and customers including a pilot program that allowed uses of public property and flexibility in licensing and entitlements. Many of these responses were focused on temporary and seasonal uses, which allowed businesses and the community take advantage of the summer weather and visitor traffic to socially distance and use outside spaces, such as parks and the public right of way for parklets and loading zones and private property to accommodate satellite facilities such as outdoor patios and food carts.

In addition to business support, the City also provided support to individuals, primarily through suspending city-wide late payment fees, interest, and penalties under a local State of Emergency declaration. This included suspending water shut offs for non-payment.

The City Council authorized direct financial support using Federal CARES Act dollars for homeless services, child daycare, Chamber of Commerce support, and utility payment grants to individuals. As of last week, 100% of available funds have been distributed locally. It is too early to report on the outcome of this funding. However, the League of Oregon Cities reports that state-wide, Oregon cities have only expended 35% of the total CARES Act dollars allocated. This means the City of Hood River should be ready should unspent dollars from other cities become available for redistribution.

Discussion: The purpose of this agenda item is to review the programs employed as an immediate reaction to the pandemic and to gather City Council feedback to inform medium-term adaptations necessary to operate until the COVID19 pandemic is substantially resolved.

Support for Businesses and Organizations

The City fast tracked approval of temporary right-of-way permits for restaurants to use on-street parking spaces for outdoor seating. These parklets must now be removed to allow for winter snow plowing. The City has received requests to discuss the future use of parklets, loading zones, food cart permitting and licensing. At the meeting, staff will review considerations for these items as well as next steps for addressing them at the meeting.

Support for Individuals

The initial emergency declaration, extended multiple times, expired on September 30th, 2020 as the City transitions to the COVID19 environment as the new operating context. The financial

policies enacted under the emergency declaration extend for another 60-days through December 1st. Going forward, payment plan fees have been administratively waived through 2020. Based on Council input, staff intends to draft an Ordinance for City Council consideration to modify HRMC 12.02.190, which requires discontinuation of water services after two months of non-payment. The intent is to provide greater flexibility for the duration of COVID19 pandemic and in future crisis situations.

Next steps include:

- Participation in a working group of food and beverage providers sponsored by the Chamber of Commerce to discuss support needs this winter and throughout the COVID recovery. Staff would update Council on the input and needs.
- Creation of a working group to evaluate the parklet program and recommend changes or modifications based on the pilot for Council consideration.
- Consideration by Council to extend the licensing permit for food cart operators to 18-months from current six months.
- Consideration by Council to allow the use of parking spaces for pick-up and drop-off through the winter months.
- Continued availability of City parks for for-profit activities, such as exercise classes and youth activities.
- City Council consideration of an ordinance to modify HRMC 12.02.190, which requires discontinuation of water service after two months of non-payment.

Other long-term approaches could also be addressed in preparation for the 2021 work plan, such as establishing new food cart regulations, food cart pod regulations and other changes to the transient merchant code.

Norris explained the City passed 100% of the CARES Act Funding for utility assistance to individuals, making \$300 individual grants, homelessness assistance to the warming shelter through Unite Way, childcare assistance through Childcare Partners out of CGCC and also direct support to the Chamber of Commerce. The City just sent out the last of the checks last week, so they have fully expended. It too early to report back on the outcomes of that funding. It is not too early to think about metrics and if they were to get more allocation of CARES funding. From our understanding, the League of Oregon Cities have only spent about 35% of their CARES Act money. It is possible as an entity that has shown we can put the money to work, that maybe they could get a larger portion of it. The other aspect of the financial response has been through the emergency declaration that suspended all penalties and interest fees related to nonpayment on any city bills. All those financial aspect in the emergency declaration will continue on for an additional 60 days after the expiration of the declaration on September 30, 2020. Everyone will have a grace period until December. Notices have been sent out to those who have accumulated balances and to property owners whose tenants have accumulated balances. They will continue to waive any payment plan fees for the rest of 2020, to encourage people not to allow them to go to collections and instead, make contact with the City to set up a payment plan if needed.

Norris stated one other item as they settle into a more normal operating environment but still cognizant of COVID-19, and it's continuing impacts is bringing forward an ordinance to the City Council to consider providing staff with more discretion on when to perform water shut offs. Right now, the municipal code states the City shall cut off and discontinue service after two months of nonpayment. Staff would like to bring Council something that would provide a little

more flexibility.

Nilsen reviewed the next steps listed above.

- *Participation in a working group of food and beverage providers sponsored by the Chamber of Commerce to discuss support needs this winter and throughout the COVID recovery. Staff would update Council on the input and needs.*
- *Creation of a working group to evaluate the parklet program and recommend changes or modifications based on the pilot for Council consideration.*
- *Consideration by Council to extend the licensing permit for food cart operators to 18-months from current six months.*
- *Consideration by Council to allow the use of parking spaces for pick-up and drop-off through the winter months.*
- *Continued availability of City parks for for-profit activities, such as exercise classes and youth activities.*
- *City Council consideration of an ordinance to modify HRMC 12.02.190, which requires discontinuation of water service after two months of non-payment.*

Mayor McBride asked Council members if there are any items they do not agree with or that should be changed or removed. There were no changes.

Councilor Saunders stated she likes the list and asked when they look at the flexibility, if they can also include the penalty and interest fees. She is hoping the utility assistance will help with that but given this will be a long-term economic hardship for many it would be good to include that as well.

Councilor Zanmiller he would like a helpful business aide plan added to the list. He lists the list and likes the 6-month rotation of food carts, in a healthy time. Having them stay in place right now make sense. For the non-shutoffs, he would be supportive for extending nonpayment through the winter. If this gives the City Manager the tools to do it case by case, he is supportive. He is supportive of parklets and is willing to be a part of a working group.

Councilor Metta likes the list and appreciates staff bringing it to Council. About additional CARES Act money, she remembers shortchanging the City a little bit. She wants to make sure the City is covering what is needed.

Councilor Rivera also likes the list of ideas and is willing to participate in a working group.

Councilor Haynie stated the list is great. He supports the parklets continuing to operate as much as possible.

Fuller noted the safety and building issues with parklets operating during winter months. This is something that can get be looked at when a working group is formed. They ca get a better understanding from both the community and Council on what improvement, would be preferred.

Mayor McBride likes the list and the comments made by members of Council. She asked staff to move forward and bring them back to Council.

VII ADJOURN WORK SESSION – 8:22 p.m.

REGULAR COUNCIL MEETING

I OPEN REGULAR COUNCIL MEETING – 8:22 p.m.

II AGENDA ADDITIONS OR CORRECTIONS

III CONSENT AGENDA

1. Council Meeting Minutes – September 28, 2020, October 13, 2020
2. OLCC Permit Application Approval
 - The Pines, 415 Oak Street
 - Slopeswell, 1021 12th Street
3. Purchase of Ford F-350, M. Janeck
4. Purchase of Pelican Street Sweeper Purchase, M. Janeck

Councilor Metta asked to separate the OLCC permit for Slopeswell, to allow her to vote on the other Consent Agenda items.

Motion: To approve the Consent Agenda items without the OLCC application for Slopeswell.

First: Metta

Second: Saunders

Discussion: None

Vote: Motion passed (roll called)

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

Nays: None

Abstentions: None

Excused: None

Motion: To approve the OLCC permit for Slopeswell.

First: Saunders

Second: Rivera

Discussion: Councilor Haynie stated he has played music there in the past, but he does not believe that impacts his discretion.

Vote: Motion passed (roll called)

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

Nays: None

Abstentions: Metta

Excused: None

IV REGULAR BUSINESS ITEMS

1. Contract with Leland Consulting, Rand Road Development Project, K. Liburdy

Public Purpose: Creating opportunities for an inclusive and diverse housing inventory is an identified goal on the City's 2020 Work Plan. In early 2020 the City Council purchased approximately 7 acres of land located at 780 Rand Road to help meet the City's housing needs and achieve other goals. Leland Consulting Group will prepare a strategy for development of the site as well as a Request for Qualifications or similar solicitation method to be issued to the development community for disposition and

development of the site. The attached contract with Leland Consulting Group addresses the process, timeline and deliverables for preparation of the development strategy and subsequent solicitation.

Background: 780 Rand Rd. totals approximately seven acres located on the west side of Rand Rd., north of Sherman Ave. and south of Cascade Ave. Most of the property is zoned Urban Low Density Residential (R-1) and a small portion, approximately 0.87 acre, is zoned Urban High Density Residential (R-3). Subject to provision of adequate public facilities, including improvement of a segment of the Westside Community Trail, most of the property appears to be developable for a variety of needed housing types. It is near commercial uses and employers along Cascade Ave. and on Wasco Loop.

Following Council authorization in January of 2020, staff executed a purchase and sale agreement for the property including a purchase price of \$1.2M (the property was listed for sale at \$1.6M). The City accepted \$410,000 in state funds to facilitate the purchase and, in doing so, signed a new contract with Business Oregon that requires development of at least 50 housing units on the site for households earning at or below 120% of area median income.

The City budgeted \$50,000 in 2020 to contract with a consultant to prepare a strategy for development of the site as well as to prepare a solicitation to the development community. In July, staff issued a Request for Proposals for Housing Development Advisory Services. In August, the City received proposals from eight consulting teams. The proposals were reviewed by a committee consisting of staff and members of the local development community and, in late September, two of the consulting teams were interviewed.

Leland Consulting Group, in partnership with Urbsworks and DDV Consulting Services, was unanimously selected to prepare the strategy for development including recommending the optimal type and scale of housing to be pursued on the parcel; whether ownership, rental or a combination should be developed; what levels of income or sales price/rental rate restrictions could best be produced; and effective methods for achieving City goals related to housing and community development. The consultant team also will work with the City to prepare a request for proposals or other solicitation method to be issued to the development- and partner community for disposition and development of the site.

Next steps: Upon execution of the contract with Leland Consulting Group, Urbsworks and DDV Consulting Services, staff will work with Leland Consulting to prepare the development strategy and development solicitation. The first phase includes property due diligence and financial modeling with the goal of creating a financially feasible development solicitation. As outlined in the attached contract, there will be a two-phase public engagement strategy. The first phase will include stakeholder interviews including with housing developers and advocates, neighbors and other community groups to build a financially and logistically feasible foundation for the project. Once this is established, a community effort will include a survey, webpage and other opportunities for engagement. Included in these phases, will be opportunities for City Council to share perspectives and goals for the property.

Staff Recommendation: Staff recommends that Council authorize the City Manager to

execute the personal services contract with Leland Consulting Group, Urbsworks and DDV Consulting Services and to make any non-material changes to the contract prior to execution.

There was Council discussion and Q&A. Council spoke about the importance of public input and involvement.

Fuller noted staff and Council will have to work through this process together. Council represents the public as the owner of this property. Council is the final decision maker about what happens on the property. Staff would not be doing their job if they were not incorporating Council during this process. Staff does need to get started, so they know the questions to ask Council. That is what the consultant will be helping with. If there is ever a time Council feels they do not have information or have input on the process, staff is happy to report back at any time.

Mayor McBride stated they need to know the constrains of the property; that should be done first. There is a wetland and parts of the property are steep. Once that is done, they will know how much land is left. She would like to see two items, as much housing as they can build at 60-80% AMI and she wants to see park space next to that density. She is not sure if that is finically feasible, but that is where she would like to start.

Councilor Rivera agreed with Mayor McBride. She would also like to see multi-generation. She asked if there could be a phone call-in option for the public to participate in surveys to help gather input and not just have it be web base. She sees the web base only option as being a barrier. Local agencies such as The Next Door could possibly help.

Councilor Counihan would like to see renewable energy and solar project incorporated into this project.

Councilor Zanmiller asked if this is the time to give staff Council the items they would like to see happen on this property.

Fuller stated staff is hoping to get some baseline information with the consultant and come back to Council to have a robust discussion. If there some must haves, Council should let staff know.

Mayor McBride stated there will other times for Council to give staff their input.

Motion: I move to authorize the City Manager to execute a personal services contract with Leland Consulting Group to prepare a strategy and development solicitation for development of the site at 780 Rand Rd., to include changes to the contract recommended by the City Attorney, and to make any non-material changes to the contract prior to execution.

First: Rivera

Second: Metta

Discussion: None

Vote: Motion passed (roll called)

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

Nays: None

Abstentions: None

2. Fee Resolution 2020-18, In Lieu Parking Fee, D. Nilsen

Background: A key finding of the 2019 Downtown Parking Study was that the existing fee-in-lieu option lacked coordination with economic factors that are essential to translating fee-in-lieu payments, into actual new parking capacity to serve parking demand for developments that would pay the fee.

The study also found that the City's current fee-in-lieu program has become a barrier to new development, as has the difficulty in building new parking supply in the downtown, whether by the public or private sector. The cost to build new parking is extremely high and generally requires multiple sources of funding to be financially sustainable.

The City's parking consultant recommended a new interim fee-in-lieu that preserves the fee-in-lieu process and payment for the City until such time as (a) the fee-in-lieu is modified and coupled with other funding sources for new capacity or (b) eliminated as a funding option for new capacity.

The interim fee-in-lieu option outlined in the consultant's recommendation is intended to remove the barrier and allow new development to proceed forward; letting the market and realities of financing determine feasibility.

To accompany amendment Downtown Parking rates and revisions to the In-Lieu Parking methodology, based on recommendations from Rick Williams Consulting and the Hood River Planning Commission, staff has prepared Resolution 2020-18, which sets the In-Lieu Parking fee at \$3,000 per space for residential and commercial development.

A revised resolution has been provided that includes alternatives to limit the fee amendment to the Central Business District and retains the existing fee amounts for the Heights and Waterfront Business Districts.

Staff Recommendation: Staff recommends Council approves resolution 2020-18 amending the in-lieu parking rates based on recommendations prepared by Rick Williams Consulting.

Brian Towey, Hood River, OR – addressed Council

Kirk Zack, Hood River, OR – addressed Council

Nilsen gave the staff report. Upon hearing concerns from Council at the last Council meeting, staff has provided alternatives within Resolution 2020-18 to choose from.

Alternative 1:

The In-Lieu Parking Fee for residential and commercial development in the Central Business District, Waterfront Business District, and Heights Business District pursuant to HRMC 17.24.010 is \$3,000 per required parking space.

Alternative 2:

The In-Lieu Parking Fee for residential and commercial development in the Central Business District, pursuant to HRMC 17.24.010 is \$3,000 per required parking space.

The In-Lieu Parking Fee for the first 2/3 (the first 67%) of the required parking for residential construction in the Waterfront Business District and Heights Business District pursuant to HRMC 17.24.010 is \$22,692 per required parking space.

The in-Lieu Parking Fee for the final 1/3 (the final 33%) of the required parking for residential construction in the Waterfront Business District and Heights Business District pursuant to HRMC 17.24.010 is \$2,201 per required parking space.

The In-Lieu Parking Fee commercial development in the Waterfront Business District and Heights Business District pursuant to HRMC 17.24.010 is \$1,259 per required parking space.

Alternative 3:

The In-Lieu Parking Fee for the first 2/3 (the first 67%) of the required parking for residential construction in the Central Business District, Waterfront Business District and Heights Business District pursuant to HRMC 17.24.010 is \$22,692 per required parking space.

The in-Lieu Parking Fee for the final 1/3 (the final 33%) of the required parking for residential construction in the Waterfront Business District and Heights Business District pursuant to HRMC 17.24.010 is \$2,201 per required parking space.

The In-Lieu Parking Fee commercial development in the Central Business District, Waterfront Business District and Heights Business District pursuant to HRMC 17.24.010 is \$1,259 per required parking space.

Councilor Metta state she is going to recuse herself from this discussion since her husband is part-owner of Slopeswell in the Heights. There might be a fee in lieu question coming to the City for the business.

Council discussed and expressed their thoughts on the three resolution alternatives.

Motion: Motion to approve Resolution 2020-18 amending Resolution 2017-18 to change the in lieu parking fee to \$3,000 per residential and commercial space for only the Central Business District and maintain the current methodology in the other two business districts. (Alternative 2)

First: Zanmiller

Second: Saunders

Discussion: Councilor Counihan asked questions for further explanation on Alternative 2.

Vote: Motion failed

Ayes: Zanmiller, Saunders, Rivera

Nays: Haynie, Counihan, McBride

Abstentions: Metta

Motion: I move to approve Resolution 2020-18 amending Resolution 2017-18 to change the in lieu parking fee to \$3,000 per residential and commercial parking space in all three business districts. (Alternative 1)

First: Counihan

Second: Saunders
Discussion: None
Vote: Motion passed (roll called)
Ayes: McBride, Counihan, Zanmiller, Saunders, Rivera
Nays: Haynie
Abstentions: Metta

V REPORT OF OFFICERS

A. Department Heads

1. Planning Commission Appointment Process, D. Nilsen

The City is currently seeking applications for volunteers to serve on the Planning Commission and in anticipation of the selection process, staff has prepared the overview of the Council's current recruitment and selection process. The overview calls out changes from the 2019 pilot process based on issues raised by Council representatives and staff discussion with past applicants.

Councilor Saunders stated in the coversheet under reappointments, it states that at Council's discretion they could reappoint without advertising. She looked at the past meeting minutes and it stated Council said they would always advertise, that needs to be updated.

Mayor McBride had a suggested language change for Reappointments:

At its discretion Council may choose to reappoint serving members but will openly recruit and interview new candidates and incumbent members for positions and vacancies.

Councilor Rivera does not feel they are being very intentional about the people they are advertising too. She asked if they are working with community partners to help advertise these opportunities? She wants to make sure they are being very intentional moving forward.

Fuller stated staff is open to recommendations on outreach. One of the best ways is for Councilors to ask people they know who are interested in city government. The Planning Commission is a great way to get started.

Councilor Saunders stated when they were researching for this pilot project, and best practices they learned from other communities about recruitment was personal asks and personal touch. It is incumbent of Councilors to reach out and help with recruitment.

Councilor Counihan added when they get to the voting process for a Planning Commissioner, Council should be provided with the entire roster of candidates, not just the recommend candidate.

Nilsen confirmed that specific clarification has been updated to the process.

B. City Recorder

1. Reading – Ordinance

Motion: To read Ordinance 2056 for the second time by title only.
First: Saunders
Second: Zanmiller
Discussion: None
Vote: Motion passed (roll called)
Ayes: McBride, Zanmiller, Saunders, Counihan, Metta, Haynie, Rivera
Nays: None
Abstentions: None
Excused: None

Gray read the ordinance by title only. The Mayor announced that Ordinance 2056 had passed its second reading and would become law in 30 days.

VI REPORT OF COMMITTEES

1. Visitor Advisory Committee – Metta and Saunders

Councilor Saunders stated VAC has been redoing their budget to readjust to significantly lower revenues coming into the Chamber and VAC, which is now being combined into one. They are doing a good job considering the challenges.

VII MAYOR

1. Letter of Support - Gateway Community Payment in lieu of taxes

Mayor McBride received a request to send the letter in the packet regarding payment in lieu. Council was supportive of the letter.

Mayor McBride gave a report on the new location of the warming shelter. She will be participating in a virtual public meeting tomorrow, that will include different community agencies to give information and be available for Q&A.

VIII COUNCIL CALL

1. Age Friendly Community

Councilor Counihan stated he was approached by Aging in the Gorge Alliance asking for a letter of support. Council was in favor of signing the letter that is included the meeting packet.

Mayor McBride questioned what she asks is from the group. She is unsure how much time the City would have to give to this working group at this time. Councilor Counihan stated he would be willing to help be the liaison between Aging in the Gorge Alliance and the City.

IX ADJOURN – Adjourned by unanimous consent at 10:02 p.m.

Kate McBride, Mayor

Jennifer Gray, City Recorder

Approved by City Council on _____

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 23, 2020

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: 2nd and Oak Signalization ODOT Agreement

Background:

The Oak and 2nd Street intersection improvement has been a targeted City project for numerous years. The intersection is intensively used by vehicles and pedestrians within downtown Hood River. The general project parameters include new sidewalk design work that includes 'bump outs' on three of the intersection corners and full signalization replacement. Consideration by the City Council of these improvements has taken place over the past three years including extensive study and document production by Kittelson & Associates as follows:

- On March 27, 2017, the City signed a contract with Kittelson & Associates for a 30% conceptual design of traffic signals at the 2nd & Oak intersection. Oregon Department of Transportation (ODOT) comments on the initial design led to amendment #1 on August 15, 2017, to provide additional traffic counts and surveys.
- On November 6, 2018, the City approved contract amendment #2 to provide a design exception request to the Americans with Disabilities Act (ADA) requirements at the northwest corner of the intersection and to produce a letter of no effect for the State Historic Preservation Office (SHPO).
- On July 8, 2019, City Council directed staff to proceed with the design of a phased construction project which included curb extensions on the northeast, southeast and southwest corners of the intersection. These curb extensions would be removed if vehicular traffic volumes increase to the level that requires the installation of additional turn lanes.
- In October of 2019, the City approved additional design documentation work from Kittelson & Associates that included mobility standard design exceptions, traffic operations analysis that evaluating lane configurations and stop control alternatives, and the functional relationship between the proposed 2nd & Oak signal and the I-84 interchange signals.

Kittelson & Associates has completed preliminary design documentation required by ODOT for the intersection signalization and sidewalk construction. In order to have these engineering documents reviewed by ODOT, consideration and approval of the review fees as required by ODOT, including \$9,000 for

intersection Plan Review and \$15,000 for electrical review of the new signalization during construction. Once existing documents are reviewed by ODOT, additional work will be required by Kittelson & Associates to produce final design documents for public bidding.

Staff Recommendation:

Approve the required ODOT review fees.

Suggested Motion:

I move that we approve the \$24,000 of ODOT review fees as requested by ODOT for the 2nd Street and Oak Street intersection sidewalk and signalization improvements.

Alternatives:

Do not approve the ODOT fees concerning the 2nd Street and Oak Street sidewalk and signalization improvements and reconsider the project.

Fiscal Impact: An additional cost of \$24,000 in ODOT review fees.

Attachment: 2nd and Oak Agreement

COOPERATIVE IMPROVEMENT AGREEMENT
Signal Installation: 2nd and Oak

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the CITY OF HOOD RIVER, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. Historic Columbia River Highway 100, also referred to as Oak Street at the location contemplated in this Agreement, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 2nd Street is a part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
5. By the authority granted in ORS [366.425](#), State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency delivering the 2nd and Oak Signal project, hereinafter referred to as the "Project". The Project consists of installing a traffic signal and curb extensions at the intersection of 2nd Street and Oak Street. The location of the Project is approximately as set forth on the sketch map marked Exhibit A, attached hereto and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$500,000. The estimate for the total Project cost is subject to change. Agency is responsible for all costs of the Project, including all costs beyond the estimated total cost.
3. This Agreement shall become effective on the date all required signatures are obtained (the "Effective Date") and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years of the Effective Date.

AGENCY OBLIGATIONS

1. Agency shall deliver the Project.
2. Agency is responsible for fifty percent (50%) of the maintenance and power costs associated with the traffic signal installed under the Project.
3. Agency is responsible for all maintenance and power costs associated with the video detection equipment installed as part of the Project. Agency shall require the power company to send invoices directly to Agency.
4. Agency, or its consultant's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on state highways. The State District Permitting Office shall verify compliance with this requirement prior to construction.
5. Agency shall be responsible for the maintenance of the roadway from curb to curb, as well as improvements to the storm water management facilities and signage.
5. Agency, by execution of Agreement, gives its consent as required by ORS 373.050(1) to any and all closure of streets that intersect the state highway, if any there be, in connection with or arising out of the Project covered by the Agreement.
6. Agency shall provide to State permanent mylar "as constructed" plans for work on state highways. If Agency redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter

16" http://www.oregon.gov/State/HWY/ENGSERVICES/docs/dev_guide/vol 1/V1-16.pdf, Agency shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.

7. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$5,000 for the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations paragraph 1. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
8. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.
9. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
10. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
11. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable). Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
12. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS

30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

13. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
15. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
14. Agency shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
15. If Agency chooses to assign its contracting responsibilities to a consultant or contractor, Agency shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.
16. Agency/Developer or its contractor shall follow the Oregon Locate Laws (ORS 757 and OAR 952).
17. Agency or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Certification of right of way acquisition work must be made by the Agency (or on behalf of its

consultant) doing the work. If Agency acquires the right of way, it shall provide a letter from Agency's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) right of way acquisition has been completed in accordance with the right of way requirements contained in this Agreement. The certification form shall be routed through the State Region 2C Right of Way Office for co-signature and possible audit. If Agency elects to have State perform right of way functions, a separate agreement shall be executed between Agency and State right of way, referencing this Agreement number.

18. Agency shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 2C Project Manager as well as land use permits, building permits, and engineering design review approval from State. Agency agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.
19. Pursuant to the statutory requirements of ORS 279C.380 Agency shall require their contractor to submit a performance bond to Agency for an amount equal to or greater than the estimated cost of the Project.
20. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$2,000,000 for each job site or location. Each annual aggregate limit will not be less than \$4,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General

Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
21. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
22. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 2C Office prior to the commencement of construction.
23. Agency is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at Agency's own expense.
24. Agency is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, Agency shall contact State's Geometronics Unit for replacement procedures.
25. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. Agency agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometronics Unit review and approval, and to file the legal survey with the appropriate Agency Surveyor's office as required
26. Agency certifies and represents that the individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

27. Agency's Project Manager for this Project is Mark Lago, Director of Public Works, 211 2nd Street, Hood River, OR 97031, 541.387.5205, lago@ci.hood-river.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, upon signal turn on and proper operation, perform all necessary maintenance of said traffic signals and control the timing established for operation of the traffic signals.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$5,000 for payment of State's work on the Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
4. Upon completion of the Project, State shall either send to Agency a bill for the amount which, when added to Agency's advance deposit, will equal 100 percent of the total state costs for Project or State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for Project.
5. State shall be responsible for illumination, signing, inspection, turn-on and signal timing.
6. State grants authority to Agency to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 2C Office.
7. State is responsible for fifty percent (50%) percent of the cost for maintenance, operation and electricity for the signal equipment. State shall perform the maintenance, direct the power company to send bills directly to State, and pay the power company. State shall annually bill Agency for Agency's fifty percent (50%) share of the combined maintenance, operations and electricity for the Project.
8. State's Project Manager for this Project is Loretta Kieffer, District 2C Access Coordinator, 999 NW Frontage Road Suite 250, Troutdale, OR 97060, 503.667.7441, Loretta.L.Kieffer@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. Americans with Disabilities Act Compliance:
 - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>; and

- iv. Promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
 - c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.

- d. Maintenance obligations in this section shall survive termination of this Agreement.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

Agency/State
Agreement No. 32761

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF HOOD RIVER, by and through its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO FORM

By _____

Date _____

Agency Contact:

Mark Lago, Director of Public Works
211 2nd Street
Hood River, OR 97031
541.387.5205
Lago@ci.hood-river.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2C Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

State Contact:

Loretta Kieffer, District 2C Access Coordinator
999 NW Frontage Rd Suite 250
Troutdale, OR 97060
503.667.7441
Loretta.L.Kieffer@odot.state.or.us

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 23, 2020
To: Honorable Mayor and Members of the City Council
From: Mark Janeck, Director of Public Works
Subject: Change Orders
Phase 1 Waterfront Storm Sewer Project

Background:

The City has completed the storm sewer project located within the Hood River Waterfront. The project was Phase 1 of a four phase project that included the Phase 1 replacement of a 36" diameter, 20' deep waterfront storm sewer line on Riverside Drive and 8th Street, as well as a relocated outfall to the Columbia River, and many other public infrastructure improvements, over the next four years.

The purpose of this Council item is to approve the remaining Change Orders and total project cost.

The initial approved construction Contract amount was \$984,352. During construction, \$38,799 of material savings were accrued by actions taken by City engineering personnel and accepted by the contractor, which reduced the Contract to \$945,553. Two examples of material savings includes using the existing Riverside Drive roadway base instead of reconstruction saving approximately \$20,000, reduced amounts of flowable concrete fill used to abandon the existing storm sewer pipe saved \$9,000.

In addition, a total of nine Change Orders were submitted and accepted by City engineering personnel, which revised the maximum cost of the Contract by \$186,946.35. Accounting for both the material savings and the Change Orders has resulted in a final construction Contract amount of \$1,132,499.35.

Because of the complexity of the construction and the number of property owners affected by this project, the majority of the Change Order costs involved construction items originally planned for Phase 4, and included a new manhole and further extension of storm sewer piping north along 8th Street. Below is the breakdown of how the contract amount is split out between Phase 1 and Phase 4.

Phase 1 Original Contract Amount	\$ 984,352.00
Reductions in Original Contract Materials/ Pricing	\$ (38,799.00)
Phase 1 Change Order Work Total	\$ 77,646.85
Phase 4 Change Order Work Total	\$ 109,299.50
Total Amount Completed by Contractor	\$ 1,132,499.35

Approval of Change Orders:

The following Change Orders are being requested for consideration by the Council to complete this project. Public Works personnel expected that these Change Orders as a whole would come close to canceling themselves out and so did not choose to request Council Change Order approval on an individual basis.

Change Order 3 involves no change to the contract amount. At one time there was consideration to use existing native sand backfill as a substitute for the $\frac{3}{4}$ " aggregate specified to be used in the storm sewer trench. This material was never used so there is no charge.

Change Order 4 involves an increase of \$5,513.91 due to the excavation of a manhole in N. 8th St. Once excavation for the manhole was accomplished, a large amount of unexpected ground water was encountered and the contractor was not able to safely place the manhole in the ground. Ultimately the manhole was relocated north along N. 8th St. This Change Order is for the excavation of the manhole at the original proposed location.

Change Order 5 involves an increase in the amount of \$10,752 for excavation work associated with the original pipe boring location underneath the railroad tracks on N. 8th St. The storm sewer pipe was intended to be installed on the west side of the tracks, however solid rock was encountered. The Contractor was then instructed to excavate on the east side of the tracks which was successful and the new 36" pipeline was relocated. This Change Order is for the excavation of the original boring location.

Change Order 7 involves no change to the contract amount, and involves clarification of the pipe trench width during excavation.

Change Order 8 involves a reduction of (\$9,069.20) to the Contract amount, and involves a change in the material and labor required during the abandonment of the existing 36" pipe. Originally 200 cubic yards was expected to be used, however, only 140 cubic yards was necessary.

Change Order 9 involves a reduction of (\$1,375.86).to the Contract amount, and involves the recycled asphalt grinding base line item. Since City engineering personnel determined that reconstruction of N. 8th St. and Riverside Drive was not necessary, less grinding was necessary and a savings resulted.

Staff Recommendation:

The attached Change Orders have been reviewed by the design engineer, Tetra Tech, city engineer, Bell Design, and Public Works personnel, and have been determined to be fair and correct.

The Director of Public Works recommends approval of these Change Orders as requested by Landis and Landis, the City's contractor for the project.

Suggested Motion:

I move that under the consent agenda we authorize the City Manager to fund Change Orders 3, 4, 5, 7, 8, and 9, totaling \$5,820.85, as part of the storm sewer Phase 1 project under contract with Landis and Landis Construction as indicated in the attached documents.

Alternatives:

Attempt renegotiation with the Contractor for additional construction savings.

Fiscal Impact:

The publicly bid contract price for Phase 1 of this storm water project was originally approved by the City Council in the amount of \$984,352, and has increased by 15% to \$1,132,499.35 after accounting for material savings and the Change Orders as described in this document. Approximately \$109,000 of additional costs in this Phase 1 project will be subtracted from Phase 4 construction work.

Environmental Impact: NA

Attachments:

Attached are Change Orders 3, 4, 5, 7, 8, and 9 as submitted by the contractor. Also attached is a Change Order summary sheet.



PROJECT CHANGE ORDER

PROJECT: Waterfront Stormline Relocation
Location: Port Waterfront Industrial Park
City/State: Hood River, OR 97031
Contract No.: 671

CHANGE ORDER NO. #3
CO Initiation Date: 7 October 2020
Notice to Proceed Date: 16 September 2020
Contract Completion Date: 19 December 2020

DIRECTED TO CONTRACTOR: **Landis and Landis**
P.O. Box 50
Marylhurst, OR 97036-0050

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

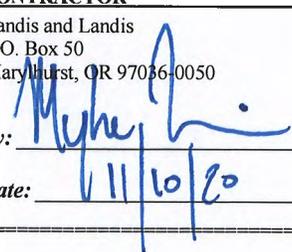
As proposed by Landis and Landis Construction on October 5, 2020, clean native sand backfill will be allowed as a substitution for ¾"-0 aggregate backfill with the following additional requirements/conditions:

1. Contract bid item #12 will be reduced by \$15.00 per linear feet when clean native sand backfill is placed as proposed by Landis and Landis and it meets the following requirements.
2. Compaction testing shall be per the "Utility Backfill Compaction (over 3 ft. in depth)" as presented in the City of Hood River Testing Standards – 2019 on Sheet C-503 of the plans with the following exceptions to the frequency of the tests:
 - 2 every 5 ft of depth and
 - Every 100 ft with a minimum of 1 per line.
3. Clean native sand backfill shall only be used above the pipe zone (14" above pipe) and below the road subgrade.

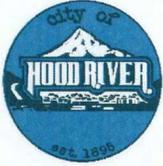
This Change Order is NOT valid until signed by both the Owner and the Owner's Engineer/Architect. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original [Contract Sum] [Guaranteed Maximum Cost] was.....	\$	984,352.00
Net Change by previously authorized Change Orders.....	\$	145,312.00
The [Contract Sum] [Guaranteed Maximum Cost] prior to this Change Order was: ..	\$	1,129,664.00
The [Contract Sum] [Guaranteed Maximum Cost] will be ____ Increased, ____ Decreased, ____ Unchanged by this Change Order in the amount of.....	\$	0.00
The new [Contract Sum] [Guaranteed Maximum Cost] including this Change Order will be.....	\$	1,129,664.00
The Contract Time will be ____ Increased ____ Decreased <u>X</u> Unchanged by.....		0 Calendar days
The Date of COMPLETION after approval of this Change Order will be:		19 December 2020

SIGNED AUTHORIZATION

<u>ENGINEER</u>	<u>OWNER</u>	<u>CONTRACTOR</u>
Tetra Tech 15350 SW Sequoia Parkway, Suite 220 Portland, Oregon 97224 (503) 684-9097	City of Hood River Public Works 211 2 nd St Hood River, OR 97031	Landis and Landis P.O. Box 50 Marylhurst, OR 97036-0050
By: _____	By: _____	By: 
Date: <u>11/12/2020</u>	Date: _____	Date: <u>11/16/20</u>

COPIES DISTRIBUTED TO: ___ ENGINEER/ARCHITECT ___ CITY OF HOOD RIVER ___ CONTRACTOR
 ___ PROJ. INSPECTOR ___ OTHER: _____



PROJECT CHANGE ORDER

PROJECT:	<u>Waterfront Stormline Relocation</u>	CHANGE ORDER NO.	<u>#4</u>
Location:	<u>Port Waterfront Industrial Park</u>	CO Initiation Date:	<u>27 October 2020</u>
City/State:	<u>Hood River, OR 97031</u>	Notice to Proceed Date:	<u>16 September 2020</u>
Contract No.:	<u>671</u>	Contract Completion Date:	<u>19 December 2020</u>

DIRECTED TO CONTRACTOR: **Landis and Landis**
P.O. Box 50
Marylhurst, OR 97036-0050

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

The following change order is to adjust the contract for the additional work by Landis and Landis Construction to locate the existing 36" stormwater pipeline in N. 8th St.

The additional cost associated with this change order is as follows:

- Labor:** \$2,022.90 plus a 15% markup = \$2,326.33
- Materials (Temp AC):** \$253.00 plus a 15% markup = \$290.95
- Equipment:** \$2,162.72 plus a 15% markup = \$2,487.13
- Subcontractor (Density Test):** \$390.00 plus 5% markup = \$409.50

The contract sum will be increased by \$5,513.91

Details for each of these items are included with the attached proposal from Landis and Landis.

Please note per Section 11.04.C.2.b of the EJCDC markup contractor markup on subcontractors is limited to 5%. This has been adjusted in the total above.

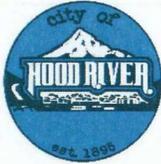
This Change Order is NOT valid until signed by both the Owner and the Owner's Engineer/Architect. Signature of the Contractor indicates his agreement here-with, including any adjustment in the Contract Sum or Contract Time.

The original [Contract Sum] [Guaranteed Maximum Cost] was.....	\$	<u>984,352.00</u>
Net Change by previously authorized Change Orders.....	\$	<u>145,312.00</u>
The [Contract Sum] [Guaranteed Maximum Cost] prior to this Change Order was: ..	\$	<u>1,129,664.00</u>
The [Contract Sum] [Guaranteed Maximum Cost] will be <u>X</u> Increased, ___ Decreased, ___ Unchanged by this Change Order in the amount of.....	\$	<u>5,513.91</u>
The new [Contract Sum] [Guaranteed Maximum Cost] including this Change Order will be.....	\$	<u>1,135,177.91</u>
The Contract Time will be <u>X</u> Increased ___ Decreased ___ Unchanged by.....		<u>1 Calendar days</u>
The Date of COMPLETION after approval of this Change Order will be:		<u>20 December 2020</u>

SIGNED AUTHORIZATION

ENGINEER	OWNER	CONTRACTOR
Tetra Tech 15350 SW Sequoia Parkway, Suite 220 Portland, Oregon 97224 (503) 684-9097	City of Hood River Public Works 211 2 nd St Hood River, OR 97031	Landis and Landis P.O. Box 50 Marylhurst, OR 97036-0050
By: <u>Matt Huxley</u>	By: _____	By: <u>[Signature]</u>
Date: <u>10/28/2020</u>	Date: _____	Date: <u>10/27/20</u>

COPIES DISTRIBUTED TO: _____ ENGINEER/ARCHITECT _____ CITY OF HOOD RIVER _____ CONTRACTOR
 _____ PROJ. INSPECTOR _____ OTHER: _____



PROJECT CHANGE ORDER

PROJECT: Waterfront Stormline Relocation
Location: Port Waterfront Industrial Park
City/State: Hood River, OR 97031
Contract No.: 671

CHANGE ORDER NO. #5
CO Initiation Date: 27 October 2020
Notice to Proceed Date: 16 September 2020
Contract Completion Date: 20 December 2020

DIRECTED TO CONTRACTOR: **Landis and Landis**
P.O. Box 50
Marylhurst, OR 97036-0050

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

The following change order is to adjust the contract for the additional work by Landis and Landis Construction relating to realigning the new 36" stormwater pipeline to the east side of N. 8th St.

The additional cost associated with this change order is as follows:

- Labor:** \$2,905.38 plus a 15% markup = \$3,341.19
- Materials (Temp AC):** \$303.60 plus a 15% markup = \$349.14
- Equipment:** \$2,776.92 plus a 15% markup = \$3,193.47
- Subcontractor (Armadillo and Density Test):** \$3,684.00 plus 5% markup = \$3,868.20

The contract sum will be increased by \$10,752.00

Details for each of these items are included with the attached proposal from Landis and Landis.

Please note per Section 11.04.C.2.b of the EJCDC markup contractor markup on subcontractors is limited to 5%. This has been adjusted in the total above.

This Change Order is NOT valid until signed by both the Owner and the Owner's Engineer/Architect. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original [Contract Sum] [Guaranteed Maximum Cost] was.....	\$	984,352.00
Net Change by previously authorized Change Orders.....	\$	150,825.91
The [Contract Sum] [Guaranteed Maximum Cost] prior to this Change Order was: ..	\$	1,135,177.91
The [Contract Sum] [Guaranteed Maximum Cost] will be <u> X </u> Increased, <u> </u> Decreased, <u> </u> Unchanged by this Change Order in the amount of.....	\$	10,752.00
The new [Contract Sum] [Guaranteed Maximum Cost] including this Change Order will be.....	\$	1,145,929.91
The Contract Time will be <u> X </u> Increased <u> </u> Decreased <u> </u> Unchanged by.....		1 Calendar days
The Date of COMPLETION after approval of this Change Order will be:		21 December 2020

SIGNED AUTHORIZATION

ENGINEER

Tetra Tech
 15350 SW Sequoia Parkway, Suite 220
 Portland, Oregon 97224
 (503) 684-9097

By: Matt Huxley

Date: 10/28/2020

OWNER

City of Hood River
 Public Works
 211 2nd St
 Hood River, OR 97031

By: _____

Date: _____

CONTRACTOR

Landis and Landis
 P.O. Box 50
 Marylhurst, OR 97036-0050

By: [Signature]

Date: 10/27/20

COPIES DISTRIBUTED TO: ENGINEER/ARCHITECT CITY OF HOOD RIVER CONTRACTOR
 PROJ. INSPECTOR OTHER: _____



PROJECT CHANGE ORDER

PROJECT: Waterfront Stormline Relocation
Location: Port Waterfront Industrial Park
City/State: Hood River, OR 97031
Contract No.: 671

CHANGE ORDER NO. #9
CO Initiation Date: 11 November 2020
Notice to Proceed Date: 16 September 2020
Contract Completion Date: 21 December 2020

DIRECTED TO CONTRACTOR: **Landis and Landis**
P.O. Box 50
Marylhurst, OR 97036-0050

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

Make all the required changes to account for the hauling off of the grindings rather than using them as base material.

- Increase the quantity of Bid Item #25 from 320 cubic yards to 527 cubic yards to account for estimated haul volume.
 Contract bid item #25 – RECYCLED ASPHALT GRINDING BASE shall be increased by: + \$ 6,624.00
 - Decrease the unit cost of Bid Item #25 from \$32.00 per cubic yard to \$16.82 per cubic yard.
 Contract bid item #25 – RECYCLED ASPHALT GRINDING BASE shall be decreased by: - \$ 7,999.86
- For a total contract decrease of: - \$ 1,375.86

Details for the costs are included with the attached proposal from Landis and Landis.

This Change Order is NOT valid until signed by both the Owner and the Owner's Engineer/Architect. Signature of the Contractor indicates his agreement here-with, including any adjustment in the Contract Sum or Contract Time.

The original [Contract Sum] [Guaranteed Maximum Cost] was.....	\$	<u>984,352.00</u>
Net Change by previously authorized Change Orders.....	\$	<u>188,322.21</u>
The [Contract Sum] [Guaranteed Maximum Cost] prior to this Change Order was: ..	\$	<u>1,172,674.21</u>
The [Contract Sum] [Guaranteed Maximum Cost] will be <u> </u> Increased, <u> X </u> Decreased, <u> </u> Unchanged by this Change Order in the amount of.....	\$	<u>- 1,375.86</u>
The new [Contract Sum] [Guaranteed Maximum Cost] including this Change Order will be.....	\$	<u>1,171,298.35</u>
The Contract Time will be <u> </u> Increased <u> </u> Decreased <u> X </u> Unchanged by.....		<u>0 Calendar Days</u>
The Date of COMPLETION after approval of this Change Order will be:		<u>21 December 2020</u>

SIGNED AUTHORIZATION

ENGINEER

Tetra Tech
 15350 SW Sequoia Parkway, Suite 220
 Portland, Oregon 97224
 (503) 684-9097

By: _____

Date: 11/13/2020

OWNER

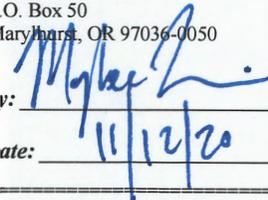
City of Hood River
 Public Works
 211 2nd St
 Hood River, OR 97031

By: _____

Date: _____

CONTRACTOR

Landis and Landis
 P.O. Box 50
 Marylhurst, OR 97036-0050

By: 

Date: 11/12/20

COPIES DISTRIBUTED TO: ___ ENGINEER/ARCHITECT ___ CITY OF HOOD RIVER ___ CONTRACTOR
 ___ PROJ. INSPECTOR ___ OTHER: _____

CITY COUNCIL AGENDA ITEM ATTACHMENT

Meeting Date: November 23, 2020

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: Change Order Summary Sheet
Phase 1 Waterfront Storm Sewer Project

	Description	Amount
CO #1	Extending the boring length under the RR tracks by 20'	\$ 27,600.00
CO #2	Relocating manhole and adding new pipe north on N. 8th St.	\$ 117,712.00
CO #3	Re-using excavated sand as backfill	\$ -
CO #4	Exploratory excavation to locate existing 36" pipe	\$ 5,513.91
CO #5	Exploratory excavation due to having to realign the new 36" stormline	\$ 10,752.00
CO #6	Storm connection to pFriem manhole	\$ 35,813.50
CO #7	Change in requirement of pipe zone excavation	\$ -
CO #8	Change due to the decrease of the abandonment bid item quantity.	\$ (9,069.20)
CO #9	Change in unit price for Recycled Asphalt Grinding Base line item	\$ (1,375.86)
	Total Change Orders	\$ 186,946.35
	Phase 1 Contract Material Savings	\$ (38,799.00)
	Original Contract Amount	\$ 984,352.00
	Final Phase 1 Construction Cost	\$ 1,132,499.35

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 23, 2020

To: Honorable Mayor and City Council

From: Daniel Kearns, City Attorney

Subject: Kickstand Coffee – Parking Agreement with the City

Background: Kickstand Coffee recently applied to modify the conditional use permit for its property located at 1235 State Street in Hood River to accommodate its expanded sit-down restaurant type operation and expanded hours of operation. As part of that land use permit effort, the applicant needs to identify and secure 5 additional off-street parking spaces. Kickstand needs a total of 13 off-street parking spaces for its use and has 8 parking spaces on its site. The City-owned parking lot across State Street provides a suitable location for Kickstand to do this, and staff has prepared a proposed parking use agreement in the form of a limited license. The proposed rental rate is \$25 per parking space per month, for a total of \$125 per month or \$1,500 per year. The draft proposed parking agreement – in the form of a Limited License – is attached. The License does not grant a perpetual entitlement, but instead is a year-to-year contract. If the City decides to terminate, then the licensee (Kickstand) must find new parking elsewhere.

Council Action: Staff seeks City Council acceptance of the rental agreement with Kickstand Coffee at the city's customary parking space rental rate of \$25 per month per space. Kickstand needs 5 parking spaces in the City's parking lot across State Street, and the proposal does not propose or identify particular parking spaces that would be dedicated to Kickstand for this use.

Staff Recommendation: Authorize staff to execute the draft proposed license, which will allow Kickstand to complete its conditional use permit process.

Suggested Motion: Move to approve execution of the draft proposed License or a similar agreement for parking space rental at a rate of \$25 per space per month.

Attachments: Proposed draft Limited License for Kickstand Coffee.

**LIMITED LICENSE
FOR THE USE OF VEHICLE PARKING SPACES**

EFFECTIVE DATE: _____, 2020

PARTIES:	City of Hood River 211 Second St. Hood River, OR 97031	("Grantor")
	Flow State LLC (Kickstand) 1235 State Street Hood River, OR 97301	("Licensee")

RECITALS

- A.** Grantor is an Oregon municipal corporation that owns and operates a surface parking lot at NE corner of State Street and 13th Street in Hood River (the "Parking Lot").
- B.** Licensee is an Oregon corporation that operates a restaurant at 1235 State Street in Hood River that is required to provide a total of 13 off-street vehicle parking spaces as a condition of its land use permit to operate. Because Licensee already has 8 off-street parking spaces, it requires legal access to 5 additional off-street parking spaces to satisfy this permit requirement.
- C.** Grantor has a surplus of vehicle parking spaces in the Parking Lot that exceed Grantor's needs. Grantor desires to lease the surplus parking spaces to Licensee, and Licensee has a need and desire to lease the surplus vehicle parking spaces from Grantor to satisfy its permit requirements for off-street parking.

LICENSE

Based upon the foregoing recitals, which are incorporated herein, Grantor hereby licenses to Licensee the use of a maximum of 5 vehicle parking spaces in the Parking Lot according to the following terms and conditions:

1. This License entitles Licensee, its employees and customers to use any of the parking spaces marked in the Parking Lot up to the maximum number allowed by this License at any hour of the day, 7 days per week.
2. Term, Renewal, Termination and Amendment. This License shall be for a term of one year (12 months) from the effective date, after which it shall automatically renew on an annual (12-month) basis unless either party provides written notice to the other of its intention to terminate or amend this License. Renewal shall be according to the prior year's terms and conditions, except that the then-current monthly parking rate adopted by the Hood River City Council shall apply to the renewed License. Notice of termination or amendment shall be delivered at least 30 days before the new effective date and shall not take effect until the first day of the next calendar month. Termination of this License shall not relieve Licensee of the obligation to provide all off-street parking spaces required by its

land use permit. Except as provided in this section with regard to the monthly parking rate applicable to renewals, the License may be amended only by written instrument executed by both parties.

3. Fee. Licensee shall pay to Grantor \$25 per month per parking space (\$125 per month) for this License, payable once per year (\$1,500 per year) within 14 days of the Effective date of this License and each successive renewal thereof. Upon renewal of this License, the then-applicable parking rate adopted by the Hood River City Council shall automatically apply without the need of an express amendment of this License.

4. Disclaimer of Liability. This License is a contract for the sole purpose of allowing Licensee the use of a limited number of vehicle parking spaces in the Parking Lot. Grantor is not a bailee or agent of Licensee and assumes no responsibility for the safety or condition of the vehicles or the contents thereof that Licensee, its employees or customers may park in the Parking Lot. Grantor will not patrol the premises or guard Licensee's property. Licensee shall lock any vehicle parked in the Parking Lot. Any vehicle, and the contents thereof, parked in the Parking Lot is at Licensee's sole risk. Grantor disclaims, and Licensee releases Grantor from, any responsibility for an injury or damage to Licensee or Licensee's employees or customers vehicles or contents caused by the acts of any person other Grantor's agents or employees. Licensee shall bear sole responsibility for, and assumes the risk of, parking vehicles in the Parking Lot, even if weather or traffic conditions render vehicle parking on in the Parking Lot dangerous to vehicle operation or personal safety. By signing this agreement, Licensee agrees to these releases, and disclaimers of liability.

5. The City Manager for the City of Hood River is duly authorized to execute, accept this License on behalf of City.

IT IS SO AGREED, AUTHORIZED AND APPROVED BY:

LICENSEE:

GRANTOR: City of Hood River:

By: _____

By: _____

Rachael Fuller, City Manager

Title: _____

Date: _____

Date: _____

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 23, 2020

To: Honorable Mayor and Members of the City Council

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

Subject: Police Space Needs Analysis – Phase I Final Report & Presentation

Introduction

Mackenzie Architecture’s Police Space Needs contract was modified after the City Council’s decision on [September 28th](#) to explore a joint City & County public safety building as well as include replacement parking for a police facility on the Columbia Lot. These activities are not in Mackenzie’s original scope and, for this reason, the project is now divided into a Phase I and Phase II. Mackenzie completed Phase I and provided the attached final report. Jeff Humphries, Partner Mackenzie Architecture, will provide a presentation to City Council. A solicitation for a Phase II activities is under development.



Background

There is no record of Hood River’s Police Department ever occupying a purpose-built facility. Department operations have shuffled between various office space in downtown. There were efforts to design and build a police facility in the 1990s but this did not come to fruition. Police offices are currently located in the basement of the 100-year-old City Hall in a space that was originally a fire engine bay. The current space cannot accommodate growth and lacks basic functionalities for policing, such as ventilated evidence processing, back-up power, covered parking, professional meeting space, and secure interview rooms.

The City Council prioritized a police department space needs analysis in 2018. Mackenzie Architecture was selected by competitive solicitation to perform the work. Mackenzie completed a programming workshop in early 2019. This resulted in an initial space program of 16,124 sq. ft. This size is tailored to meet the projected Hood River police force size in 2040, with the expectation the building will be in use until at least 2060. The project team toured several area police facilities to gain a better understanding of modern design considerations and spatial dimensions. After the tours, the preliminary building size was reduced to 13,178. This final space program was accepted by the City Council on [August 12, 2019](#).

Next [Seven sites were evaluated](#) and ranked based on the International Association of Chiefs of Police guidelines. The highest rated site is the 60,000 sq. ft. Columbia Lot. Siting a police station at this location will require replacement downtown parking. Construction of a parking garage may be funded with Columbia Cascade Urban Renewal dollars.

After a series of meetings and communication with Hood River County, the City Council chose to move forward with a solicitation for the following two activities:

1. Preliminary design and cost estimation for a police facility that accommodates Columbia Gorge Children's Advocacy Center (CGCAC) and includes a parking garage on the Columbia Lot.
2. Site analysis, preliminary design, and cost estimation for a joint City/County/CGCAC public safety building, including replacement parking, as necessary.

Discussion:

Mackenzie's final report and recommendations are attached with this staff report and a presentation will be made to City Council. Report recommendations are:

1. Expand the Preliminary Design to include Replacement Parking
2. Generate More Detailed Project Drawings
3. Produce a Project Cost Estimate
4. Establish a Desired Timeline and Budget for the Project
5. Determine Funding Mechanism
6. Develop Your Advocacy Group
7. Begin the Public Outreach/Campaign Process
8. Solicitations After a Successful Bonding Campaign

Additional detail on these recommendations are in the attached report. These recommendations, if accepted by the City Council, will be incorporated into the in-process solicitation for Phase II project activities.

Staff Recommendation:

Review the attached final report and City Council presentation from Mackenzie. Accept Mackenzie's final report with recommendations, either as presented or with modifications.

Fiscal Impact

This final report and presentation conclude the City's existing contract with Mackenzie. The City is drafting a new solicitation for a firm to perform Phase II project activities.

Alternatives:

The City Council can either accept, reject, or request modifications to Mackenzie's report. Substantive revisions may incur additional consultant charges.

Timing Considerations

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

Suggested Motion:

"I move to accept the Final Hood River Police Needs Assessment and report recommendations"



City of Hood River

Hood River Police Needs Assessment

November 4, 2020



OUR HISTORY. OUR FUTURE. OUR PROMISE.

The values of our founder, Tom Mackenzie, remain the hallmarks of our firm.

Upon this foundation we have, steadily and intentionally, built leaders in architecture, interiors, engineering, and planning, focused on delivering the highest level of design excellence in service to our clients.

This mark is our signature and our promise.

@2020 Mackenzie Engineering Inc. Unless noted, all text, video recordings, photos, drawings, computer generated images and/or statements are owned by Mackenzie and protected by copyright and/or other intellectual property laws. No part of these pages, either text or image may be reproduced, modified, stored in a retrieval system or retransmitted, in any form or by any means, electronic, mechanical, or otherwise without prior written permission. Mackenzie®, and M.™ and all corresponding logos and designs are service marks and/or registered service marks of Mackenzie Engineering Inc. All rights reserved. The information in this document has been obtained from sources believed reliable. Our findings have been based on limited information and on-site observation. Because of the limited scope of our initial review, these preliminary findings should not be used as a principal basis for any decision relating to the site and/or building, and confirmation of the information contained within this document with the applicable government body may be necessary.

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INTRODUCTION

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PROJECT TEAM

HOOD RIVER POLICE DEPARTMENT

- Neal Holste - Chief of Police
- Don Cheli - Police Lieutenant



HOOD RIVER ADMINISTRATION

- Rachael Fuller - City Manager
- Will Norris - Finance Director/Assistant City Manager



HOOD RIVER CITY COUNCIL REPRESENTATIVES

- Kate McBride - Mayor
- Megan Saunders - City Councilor

MACKENZIE

- Jeff Humphreys - Project Principal
- Adam Olsen - Project Manager
- Seth Bradshaw - Project Architect
- Iris Wu - Architecture
- Steve Tuttle - Landscape Architecture
- Alex Bauer - Interior Design



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PROJECT INTRODUCTION

The Hood River Police Department has never had a purpose built police facility. The City is studying relocation of their existing Police Offices located in the basement of City Hall. As detailed throughout this report, the replacement facility has been designed in an effort to better meet Hood River's needs and goals; provide a more efficient operational model and layout; better align with the current space demand for the Department; and allow for future staff, facility growth and operational changes. The City of Hood River selected Mackenzie to work with staff to validate the building space-needs program for a replacement facility; facilitate tours of other existing police facilities in the region; and evaluate sites for a building that will be presented to voters in a future Bond Measure.

Mackenzie, which was established in 1960 and is based in Portland, Oregon, provides an integrated design approach to projects, including architecture, structural engineering, landscape architecture, civil engineering, land use planning, transportation planning and interior design services. Mackenzie's Public Projects team specializes in municipal and emergency response facility design, space needs evaluations, and bond campaign assistance. In the past almost 2 decade, Mackenzie has worked on publicly funded projects in Oregon and Washington for more than 23 counties and municipalities, providing design and engineering services for more than 29 law enforcement projects, 81 fire facilities and 10 government buildings.

The project has been conceived as a build-out to minimally meet the 20-year needs of the Department and provide basic functionalities common to a modern police facility. The new facility is envisioned to be approximately 13,178 square feet to meet the needs of Hood River Police. After the initial collaborative programming process, Mackenzie evaluated sites and developed site designs for the facility, with input received from Police Department and City staff.

The information contained within this report provides a detailed overview of Mackenzie's work with the Hood River Police Department. All steps involved in this process have been documented and organized based on the associated task, and are contained within the pages of this report for the City of Hood River's consideration. Recommendations for next steps have been outlined at the end of the Executive Summary.

EXECUTIVE SUMMARY

Public facility design, specifically police stations, are unique in that the building and all its functions are tools integral to the effective and efficient enhancement of agency operations and safety. Police station design focuses on functionality, and its critical role in meeting the stringent requirements associated with protection and security of the building, its staff, and the community served. Jurisdictional, state, and federal criteria for safety, security and operational procedures drive these requirements and invariably impact design considerations and cost. These criteria ensure that this facility not only is able to improve operational efficiency on a day-to-day basis, but is capable of evolving over the life of the building, resisting and responding to emergency events, providing critical services for the citizens of Hood River, enhancing the built environment with a civic presence reflective of the surrounding area, and encouraging investment in the community.

The following report encompasses the primary tasks requested by the Hood River Police Department and City of Hood River to determine the feasibility of a replacement facility in meeting the criteria stated above including:

1. Space Program
2. Facility Tours
3. Site Evaluations

Process and Methodology

Mackenzie employed programming, communication, consensus-building, and goal-setting techniques to ensure that the final report meets the expectations of the stakeholders involved in the process. Using a multidisciplinary approach, extensive public project experience, and lessons learned on previous police and public building projects, the team provided architectural, space planning and site planning services to meet the project objectives and deliverables.

Mackenzie worked with key staff within the Police Department and City throughout the design process to support and strengthen dialogue between the Design Team and the Department. The process encompassed the following tasks, each of which have been documented within this report.

Task #1: Space Program

In conjunction with examination of present conditions, Mackenzie worked closely with the Hood River Police Department and City Hall staff to better understand the current space needs and projected those needs out based on a 10-year and 20-year forecasts. The critical needs of the Department identified in the assessment include a public lobby area that provides separation between victims and suspects; secure interview rooms; a large meeting room; evidence storage; a sally port; adequate secure parking for employees and department vehicles; and back-up power, among other programmed spaces. Mackenzie utilized a series of space standards to validate the space allocations. Through questionnaires and staff interviews, Mackenzie guided the Police Department through the process of space needs identification and required space allocations. From that, the Design Team developed a program matrix that identified the required spaces, their approximate size and amenities to be provided within them. As a comparison tool, Mackenzie shared project information on similarly-sized police facilities.

Evaluation of the space needs program determined that a facility of approximately 13,178 square feet will be necessary by the end of the 20-year forecast window. Through this process, Mackenzie determined that the approximately 4,746 square feet of space that the Hood River Police Department currently operates out of is less than half the size compared to the required space needed at the time of this report. In conjunction with facility projections, it was determined that secure parking for staff and operational vehicles is non-existent, and only a few on-site public parking stalls are currently provided.

Mackenzie further validated these identified growth projections and space needs through the use of comparable jurisdictions and newly constructed facilities in the region (see page xi for facility comparison table). At about 279 square feet per staff member, the existing Hood River Police Department is well below comparable jurisdictions, which average approximately 411 square feet per staff member at time of building completion (calculated using staffing counts at time of move-in). Based on this average, a projected growth to 13,178 square feet would allow for a projected staff count of 8 to grow and expand within the facility over the next 20 years.

Task #2: Facility Tours

In this task, Mackenzie helped to arrange tours of three comparable police stations with key staff. Facilities were selected that are similar to Hood River based on size and specific program elements. The intent of these tours was to observe recently completed facilities, learn how those agencies developed the design to meet their needs, and challenge assumptions that were made during the program validation in Task #1. While on these tours, particular attention was given to the flow of spaces, durability of materials and finishes used, and how the building is aging. These tours are used as a tool to test assumptions made during programming, as observation of the layout of a space or size of a room will sometimes adjust expectations of space allocation or confirm the layout of furniture and equipment. Lessons learned and items in need of refinement were discussed at the conclusion of the tours and relevant items were clarified in the program as a final approved document.

Task #3: Site Evaluations

Based on the evaluation criteria identified during the previous tasks, the Design Team analyzed the existing city hall and police department site for suitability for the police department. It was determined - due to existing building size, seismic requirements, and site restrictions - that the existing site is not suitable for the future needs of the Department. Utilizing programming data, adjacency requirements and operational necessities to facilitate examination and development of site criteria, Mackenzie evaluated the feasibility of relocating the facility to seven additional sites (as identified by Police and City Staff). Evaluation included zoning impacts, geographic considerations, site access, public presence and compatibility with neighborhood, location, proximity to other City/government functions, site development costs, property availability, expansion opportunities and ability to meet program requirements.

Summary of Recommendations

- Based on the current size, age and seismic limitations of the existing facility, coupled with site constraints, the existing facility is severely challenged to meet current needs or future growth requirements of the department. Relocation to a site suitable for the development of a facility and required parking is recommended.
- Examination of the Columbia Lot (Site #7) found the lot to be ideally sized for the immediate development requirements of the new Hood River Police Facility; both for the facility itself as well as the required site infrastructure.

NEXT STEPS

1. Expand the Preliminary Design to include Replacement Parking

The preferred site is currently used as a downtown parking lot. If this parking lot is eliminated, a parking garage may be needed to accommodate the lost parking. The preliminary design of the Columbia Lot should consider the police facility and replacement parking options simultaneously.

2. Generate More Detailed Project Drawings

Create a more detailed site plan in conjunction with a detailed floor plan to help identify public and secured ingress/egress points and other building fenestrations. Also, develop exterior building perspectives that help define exterior character, materials and context within the downtown area of Hood River. These items will be important to have during the public outreach/campaign process.

3. Produce a Project Cost Estimate

At the time of this report, the project costs to develop the preferred site were not evaluated. Once more detailed Project drawings are complete, a detailed cost estimate should be done for the Project. Before the project budget is finalized, the cost of the preferred site should be determined.

4. Establish a Desired Timeline and Budget for the Project

It is encouraged that the City set an expectation of project costs (hard costs plus soft costs) and schedule for development to provide clear direction and expectations to those that represent the Police Department, City and their consultants. This includes setting expectations on project materials, aesthetic design, and environmental considerations.

5. Determine Funding Mechanism

Confirm the funding mechanism(s) the Police Department and City of Hood River expects to pursue to complete the project. Once determined, the financial impacts should be assessed, if any, to the local community in comparison to previous voter approvals.

6. Develop Your Advocacy Group

Establish a Public Advisory Committee (PAC) comprised of local community members active in and supportive of the needs of the Police Department and the City of Hood River. The PAC will be instrumental to continuing the momentum generated during the initial needs assessment phase.

7. Begin the Public Outreach/Campaign Process

Begin the process of presenting the message of the need for the project to the local community. This effort should entail community outreach meetings to allow attendees to observe the existing station, as well as presenting the findings of the Needs Assessment process. Virtual options for these outreach activities should be considered to accommodate for COVID-19 considerations. A process for outreach to local community organizations and private businesses with an interest in the project should be developed and executed. Provide consistent updates and feedback to the community to ensure that your message reaches as many people as possible.

8. Solicitations After a Successful Bonding Campaign

Complete a topographic survey and select an Owner's Representative for the project.

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POLICE FACILITY COMPARISON

The chart on the following page presents a comparison of police department facilities to both illustrate differences and show commonalities of facilities built within the last 15 years. These stations show a generally accepted average of 546 square feet per officer. The team used this information during the programming effort to validate the 20-year space allocation of 599 square feet per officer for the Hood River Police Department.

Individual police department programs, and thus space needs, can vary greatly due to a number of factors, including:

- Primary function(s) of the department and proximity to other civic functions (e.g. court functions, county jail)
- Shift schedule and staffing
- Unique or specialized elements (e.g. dispatch, holding cells, juvenile facilities)

Differences among these elements impact the layout and size of a facility and can make direct, apple-to-apple comparisons between departments challenging.

The rooms and support functions off the sally port vary depending on the detainee and evidence processing procedures of the department. The size and makeup of the staff will, in turn, drive the size and layout of the administrative areas and division office spaces. The more staff on duty at one time, the greater the demand on support functions, including showers and toilets, kitchen and break areas. The ways in which a department interacts with the public will also influence facility size. Departments with sex offender registration will necessitate separate facilities from the general public; where departments that provide part-time court facilities will look to provide private meeting space for attorneys; and departments with emergency operations capabilities will require additional storage and equipment.

Police Department	Population Size (2019)	City Area (Sq Mi)	Police Dept (Sq Ft)	Total Staff	Sworn Officers	Sq Ft per Staff	Sq Ft per Officer	
Hood River (Existing)	8,305	4 mi ²	4,746 sf	17	16	279 sf	297 sf	
Hood River (Proposed)	13,216	4 mi ²	13,178 sf	25	22	527 sf	599 sf	
Sherwood (2002)	19,959	5 mi ²	12,100 sf	30	27	403 sf	448 sf	
Sandy (2011)	11,075	4 mi ²	8,487 sf	28	17	303 sf	499 sf	
West Linn (2014)	25,905	8 mi ²	18,871 sf	35	32	539 sf	590 sf	
St. Helens (Unbuilt)	13,410	6 mi ²	19,102 sf	39	29	490 sf	659 sf	
Forest Grove (Unbuilt)	25,180	6 mi ²	19,850 sf	50	38	397 sf	522 sf	
Silverton* (Unbuilt)	10,380	4 mi ²	32,745 sf	74	48	443 sf	682 sf	
Lynnwood* (Unbuilt)	39,600	8 mi ²	34,968 sf	115	90	304 sf	389 sf	
						Average	411sf	541sf

Note: Population base on <https://www.pdx.edu/population-research> and City Area based on wikipedia.

* This is a City Hall project which includes a Police Station. The information in the table above only includes the Police Station portion of the overall City Hall

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SPACE PROGRAM

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PROGRAMMING SUMMARY

SPACE USE	EXISTING	MOVE IN	10 YEAR	20 YEAR
Lobby & Public Spaces	297 SF	2,837 SF	3,147 SF	3,231 SF
Police Operations Divisions	1,497 SF	1,695 SF	2,522 SF	2,688 SF
Booking & Sally Port	693 SF	3,377 SF	3,377 SF	3,377 SF
Facility Support Functions	2,259 SF	3,869 SF	3,773 SF	3,882 SF
Building Sub-Total	4,746 SF	11,778 SF	12,819 SF	13,178 SF
Exterior	1,580 SF	15,504 SF	15,504 SF	15,504 SF
TOTAL SITE REQUIREMENTS	6,326 SF	27,282 SF	28,323 SF	28,682 SF

Space / Room Use	Staffing Requirements				Space / Room Requirements				Recommended Space Standards				Space Type	Total Future Square Footage				
	EXIST	MOVE IN	10 YEAR	20 YEAR	EXIST	MOVE IN	10 YEAR	20 YEAR	W	L	AREA	TOTAL		MOVE IN	10 YEAR	20 YEAR		
Police Department Requirements Summary																		
Lobby & Public Spaces	0	0	0	1								3,180				2,837	3,147	3,231
<i>Public Areas</i>																		
<i>Records</i>																		
Police Operations Divisions	16	17	20	22								1,612				1,695	2,522	2,688
<i>Administration</i>																		
<i>Patrol</i>																		
<i>Detectives</i>																		
Booking & Sally Port	1	1	1	2								3,377				3,377	3,377	3,377
<i>Sally Port</i>																		
<i>Evidence</i>																		
<i>Booking</i>																		
Facility Support Functions	-	-	-	-								4,129				4,129	4,033	4,142
<i>Police Support</i>																		
<i>Equipment and Inventory</i>																		
<i>Shared Common Areas</i>																		
<i>Building Support</i>																		
Exterior Requirements	-	-	-	-								-				-	-	-
<i>Parking Requirements</i>																		
<i>Site Requirements</i>																		
Subtotal	17	18	21	25								12,298				12,038	13,079	13,438
Police Exterior Requirements												15,504				15,504	15,504	15,504
Total Site Requirements												27,802				27,542	28,583	28,942

Lobby & Public Spaces	Staffing Requirements				Space / Room Requirements				Recommended Space Standards				Space Type	Total Future Square Footage		
	EXIST	MOVE IN	10 YEAR	20 YEAR	EXIST	MOVE IN	10 YEAR	20 YEAR	W	L	AREA	TOTAL		MOVE IN	10 YEAR	20 YEAR
Lobby & Public Areas																
Space / Room Requirements																
Entry/Emergency Vestibule					1	1	1	1	8	10	80	80		80	80	80
Public Lobby					1	1	1	1	10	20	200	200		200	200	200
Public Restrooms					2	3	3	3	8	8	64	192		128	192	192
Public Information Area					1	1	1	1	5	10	50	50		50	50	50
Public Display					1	1	1	1	2	10	20	20		20	20	20
Meeting / Training / Kitchenette / Beverage service					1	1	1	1	30	40	1200	1200		1,200	1200	1,200
Storage, Tables & Chairs					1	1	1	1	3	8	24	24		24	24	24
Storage, Training					1	1	1	1	10	18	180	180		180	180	180
Soft Interview					1	1	1	1	10	10	100	100		100	100	100
Finger Print / Evidence Release					1	1	1	1	10	10	100	100		100	100	100
Group Total					-	-	-	-	-	-	-	-		-	-	-
												2,246		1,982	2,046	2,046
Records																
Staff																
Records Technician					0	0	0	1	8	8	64	0		0	0	64
Group Total					0	0	0	1	-	-	-	-		0	0	64
												-		0	0	64
Space / Room																
Reception / Records Counter					1	1	1	1	4	14	56	56		56	56	56
Work Room / Copy					1	1	1	1	10	12	120	120		120	120	120
Records Storage					0	0	1	1	10	17.5	175	0		0	175	175
Supply Storage					1	1	1	1	3	8	24	24		24	24	24
Group Total					-	-	-	-	-	-	-	-		-	-	-
												200		200	375	375
DEPARTMENT SUBTOTAL					0	0	0	1				2,446		2,182	2,421	2,485
BUILDING LOAD FACTOR (30%)												734		655	726	746
TOTAL SQUARE FOOTAGE												3,180		2,837	3,147	3,231

Booking & Sally Port	Staffing Requirements				Space / Room Requirements				Recommended Space Standards				Space Type	Total Future Square Footage		
	EXIST	MOVE IN	10 YEAR	20 YEAR	EXIST	MOVE IN	10 YEAR	20 YEAR	W	L	AREA	TOTAL		MOVE IN	10 YEAR	20 YEAR
Sally Port																
Space / Room Requirements																
Sally Port					1	1	1	1	20	30	600	600		600	600	600
Equipment Storage					1	1	1	1	20	6	120	120		120	120	120
					-	-	-	-	-	-	-	-		-	-	-
Group Total												720		720	720	720
Evidence																
Staff Requirements																
Evidence Technician ¹	1	1	1	2					8	8	64	64		64	64	64
	-	-	-	-					-	-	-	-		-	-	-
Group Total	1	1	1	2								64		64	64	64
Space / Room Requirements																
Evidence Processing (Evidence Tech)					1	1	1	1	12	15	180	180		180	180	180
Evidence Processing (Officers)					1	1	1	1	12	15	180	180		180	180	180
Evidence Lockers					1	1	1	1	2	15	30	30		30	30	30
Evidence Storage					1	1	1	1	20	30	600	600		600	600	600
Vehicle - Processing/ Storage ³					1	0	0	0	16	30	0	0		0	0	0
Vault					1	1	1	1	8	8	64	64		64	64	64
Bicycles					1	1	1	1	14	24	336	336		336	336	336
Coin Drying					1	1	1	1	8	10	80	80		80	80	80
Soft Interview ²					0	0	0	0	10	12	120	0		0	0	0
Finger Print / Evidence Release ²					0	0	0	0	10	10	100	0		0	0	0
					-	-	-	-	-	-	-	-		-	-	-
Group Total												1,470		1,470	1,470	1,470
Booking																
Space / Room Requirements																
Hard Interview Room					1	1	1	1	10	10	100	100		100	100	100
Booking					1	1	1	1	10	18	180	180		180	180	180
Booking Toilet Room					1	1	1	1	8	8	64	64		64	64	64
					-	-	-	-	-	-	-	-		-	-	-
Group Total												344		344	344	344
DEPARTMENT SUBTOTAL	1	1	1	2								2,598		2,598	2,598	2,598
BUILDING LOAD FACTOR (30%)												779		779	779	779
TOTAL SQUARE FOOTAGE												3,377		3,377	3,377	3,377

¹ Shared workstation

² Space is located adjacent to Lobby / Reception (See Lobby and Public Spaces)

³ Nice to have

Police Operations Divisions	Staffing Requirements				Space / Room Requirements				Recommended Space Standards				Space Type	Total Future Square Footage		
	EXIST	MOVE IN	10 YEAR	20 YEAR	EXIST	MOVE IN	10 YEAR	20 YEAR	W	L	AREA	TOTAL		MOVE IN	10 YEAR	20 YEAR
Administration																
Staff																
Chief of Police ¹	1	1	1	1					14	16	224	224	224	224	224	
Captain ¹	0	0	1	1					10	14	140	0	0	140	140	
Lieutenant ¹	1	1	1	1					10	14	140	140	140	140	140	
Admin Assistant	1	1	2	2					8	8	64	64	64	128	128	
	-	-	-	-					-	-	-	-	-	-	-	
Group Total	3	3	5	5								428	428	632	632	
Space / Room Requirements																
Medium Conference Room (8 Occ)					1	1	1	1	12	16	192	192	192	192	192	
					-	-	-	-	-	-	-	-	-	-	-	
Group Total												192	192	192	192	
Detective																
Staff																
Detective ¹	1	2	2	3					8	8	64	64	128	128	192	
	-	-	-	-					-	-	-	-	-	-	-	
Group Total	1	2	2	3								64	128	128	192	
Patrol																
Staff Requirements																
Sergeant ¹	2	2	2	3					8	8	64	128	128	128	192	
Patrol Officer ¹	9	9	10	10					0	0	0	0	0	0	0	
Parking Enforcement	1	1	1	1					8	8	64	64	64	64	64	
Reserve Program ²	1	1	1	1					8	8	64	64	64	64	64	
	-	-	-	-					-	-	-	-	-	-	-	
Group Total	12	12	13	14								256	256	256	320	
Space / Room Requirements																
Patrol Report Writing Station					4	4	4	4	6	6	36	144	144	576	576	
Gear Station					1	1	1	1	6	6	36	36	36	36	36	
Work Room / Copy ³					1	1	1	1	10	12	120	120	120	120	120	
					-	-	-	-	-	-	-	-	-	-	-	
Group Total												300	300	732	732	
DEPARTMENT SUBTOTAL	16	17	20	22								1,240	1,304	1,940	2,068	
BUILDING LOAD FACTOR (30%)												372	391	582	620	
TOTAL SQUARE FOOTAGE												1,612	1,695	2,522	2,688	

¹ (1.4) Sworn officers per 1,000 residents at a population count of 14,987 (based on Ordinance No. 2019 AAGR of 2.0%) totals 19 officers
² One dedicated space to accommodate reserve program at (5) existing, (5) move in (7) 10 year and (8) 20 year.
³ Reserve is not included in final count. Reserve space could also be utilized for OLCC Only required if patrol is not adjacent to main Work Room / Copy area (see Records)

Facility Support Functions	Staffing Requirements				Space / Room Requirements				Recommended Space Standards				Space Type	Total Future Square Footage		
	EXIST	MOVE IN	10 YEAR	20 YEAR	EXIST	MOVE IN	10 YEAR	20 YEAR	W	L	AREA	TOTAL		MOVE IN	10 YEAR	20 YEAR
Police Support																
Space Requirements																
Unisex Toilet Room & Shower					4	4	4	4	10	12	120	480		480	480	480
Lockers, Sworn (full)					18	18	19	19	2	3	6	108		108	114	114
Lockers, Non-Sworn (half)								14	2	3	6	0		0	0	84
Bunk					2	2	2	2	8	10	80	160		160	160	160
Fitness Room					1	1	1	1	32	32	1024	1024		1024	1,024	1024
<i>Fitness Storage</i>					1	1	1	1	8	10	80	80		80	80	80
Boot Polish Station					1	1	1	1	3	6	18	18		18	18	18
Laundry					1	1	1	1	4	7	28	28		28	28	28
<i>Group Total</i>					-	-	-	-	-	-	-	-		-	-	-
												1,898		1,898	1,904	1,988
Equipment and Inventory																
Space Requirements																
Equipment Storage					1	1	1	1	10	14	140	140		140	140	140
<i>Weapons Cleaning & Maintenance</i> ¹					1	1	1	1	8	10	80	80		80	80	80
Armory / Ammunition Storage ¹					1	1	1	1	10	12	120	120		120	120	120
<i>Group Total</i>					-	-	-	-	-	-	-	-		-	-	-
												-		340	340	340
Shared Common Areas																
Space Requirements																
Break Room / Kitchen / Vending					1	1	1	1	17.5	20	350	350		350	350	350
<i>Group Total</i>					-	-	-	-	-	-	-	-		-	-	-
												350		350	350	350
Building Support																
Space / Room Requirements																
Storage					1	1	1	1	12	15	180	180		180	180	180
Server Room + IT Equipment Storage					1	1	1	1	10	14	140	140		140	140	140
Electrical Room					1	1	1	1	12	14	168	168		168	168	168
Janitor/ Maintenance Closet					2	1	1	1	8	10	80	160		160	80	80
Sprinkler/Riser Room					1	1	1	1	8	10	80	80		80	80	80
Mechanical Room					1	1	1	1	10	20	200	200		200	200	200
<i>Group Total</i>					-	-	-	-	-	-	-	-		-	-	-
												928		928	848	848
DEPARTMENT SUBTOTAL												3,176		3,176	3,102	3,186
BUILDING LOAD FACTOR (30%)												953		953	931	956
TOTAL SQUARE FOOTAGE												4,129		4,129	4,033	4,142

¹ Combined room with a fence between

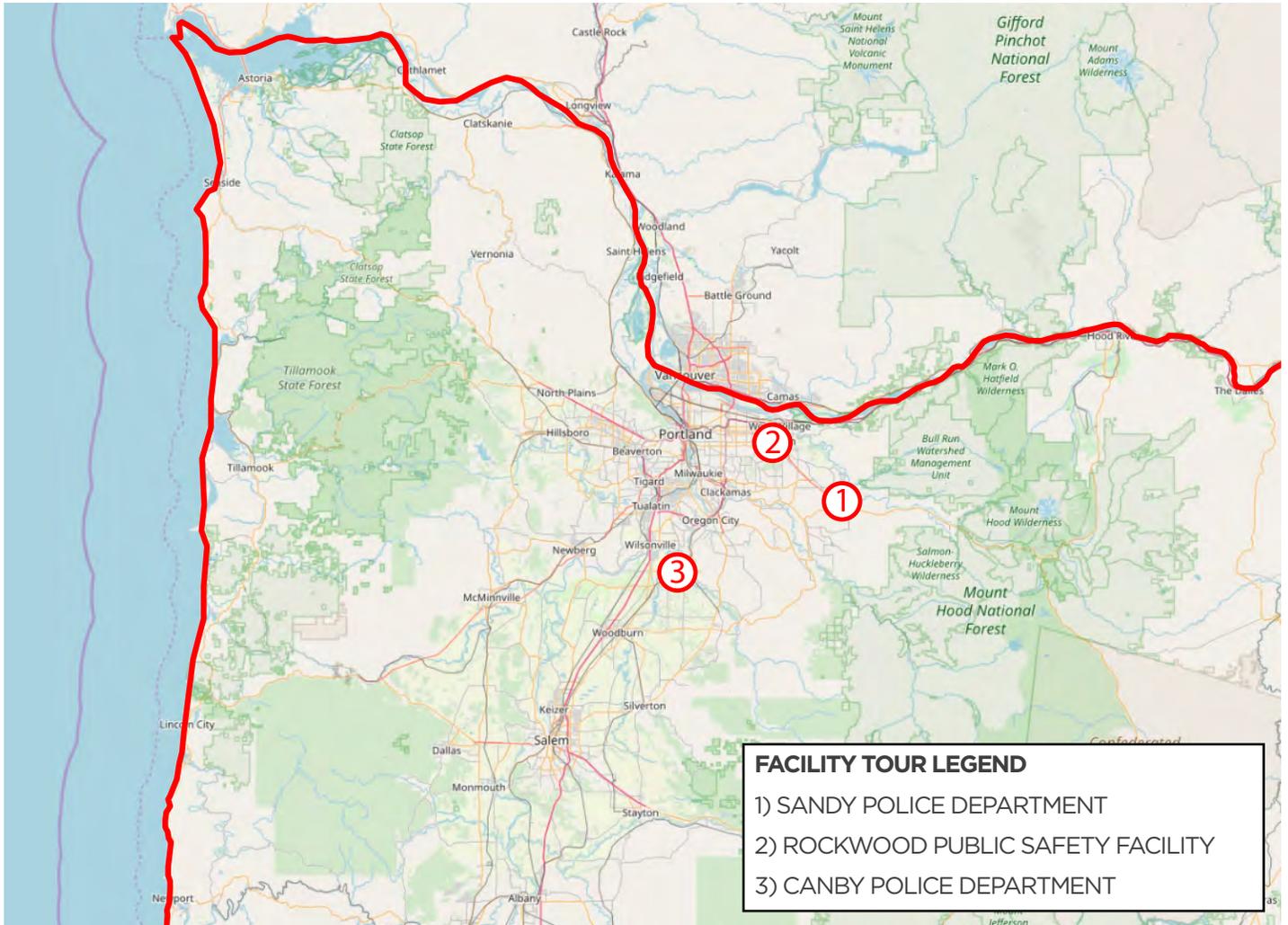
Exterior Requirements	Staffing Requirements				Space / Room Requirements				Recommended Space Standards				Space Type	Total Future Square Footage		
	EXIST	MOVE IN	10 YEAR	20 YEAR	EXIST	MOVE IN	10 YEAR	20 YEAR	W	L	AREA	TOTAL		MOVE IN	10 YEAR	20 YEAR
Parking																
Space Requirements																
Public Parking / Visitor					10	10	10	10	9	18	162	1620		1620	1,620	1620
Bicycle Parking					1	1	1	1	10	12	120	120		120	120	120
Personal Vehicle					10	10	10	10	9	18	162	1620		1620	1,620	1620
Squad Vehicle Stall - Covered					14	14	14	14	10	22	220	3080		3080	3,080	3080
					-	-	-	-	-	-	-	-		-	-	-
<i>Group Total</i>					35	35	35	35				6,440		6,440	6,440	6,440
Site Requirements																
Space Requirements																
Emergency Generator					1	1	1	1	16	30	480	480		480	480	480
Trash/Recycling					1	1	1	1	12	16	192	192		192	192	192
Exterior Patio/Secure Dining					1	1	1	1	20	32	640	640		640	640	640
					-	-	-	-	-	-	-	-		-	-	-
<i>Group Total</i>												1,312		1,312	1,312	1,312
DEPARTMENT SUBTOTAL												7,752		7,752	7,752	7,752
GENERAL CIRCULATION (100%)												7,752		7,752	7,752	7,752
TOTAL SQUARE FOOTAGE												15,504		15,504	15,504	15,504

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FACILITY TOURS

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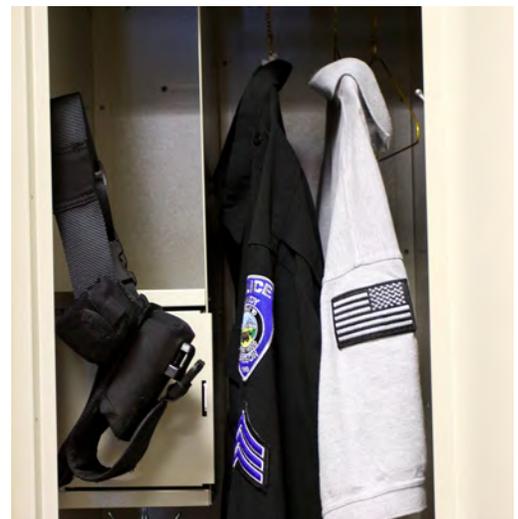
MAP OF FACILITY TOURS



On May 17, 2019, City Council members and Staff from the City of Hood River and Mackenzie toured three police facilities in the region. Those facilities included Sandy Police Department, Rockwood Public Safety Facility and Canby Police Department.

team. The last stop was of Canby Police. After the team was done touring the Canby Police facility, the team met to discuss the program based on their observations.

City of Hood River Staff first stopped at Sandy Police in the morning. The next tour was Rockwood Public Safety Facility and this is where the Mackenzie team met up the City of Hood River



FACILITY TOUR 1: SANDY POLICE DEPARTMENT

LOCATION

- 39850 Pleasant St, Sandy, OR 97055

STATION SIZE

- 8,500 sq/ft

CONSTRUCTION COST

- \$1,893,054

CONSTRUCTION COST PER SQ/FT

- \$233 sq/ft

COMPLETED

- 2011

DEPARTMENT SIZE (2011)

- 17 Total Staff
- 14 Sworn Officers

DEPARTMENT SIZE (CURRENT)

- 18 Total Staff
- 15 Sworn Officers



FACILITY TOUR 2: ROCKWOOD PUBLIC SAFETY FACILITY

LOCATION

- 675 NE 181st Ave, Portland, OR 97230

COMPLETED

- 2013

STATION SIZE

- 12,700 sq/ft

DEPARTMENT SIZE (2012)

- 152 Total Staff
- 120 Sworn Officers

CONSTRUCTION COST

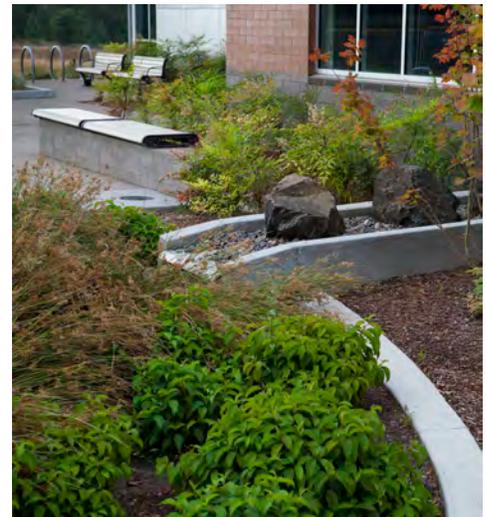
- \$3,624,609

DEPARTMENT SIZE (CURRENT)

- 163 Total Staff
- 132 Sworn Officers

CONSTRUCTION COST PER SQ/FT

- \$285 sq/ft



FACILITY TOUR 3: CANBY POLICE DEPARTMENT

LOCATION

- 1175 NW 3rd Ave, Canby, OR 97013

STATION SIZE

- 35,000 sq/ft

CONSTRUCTION COST

- \$8,005,934

CONSTRUCTION COST PER SQ/FT

- \$228 sq/ft

COMPLETED

- 2012

DEPARTMENT SIZE (2012)

- 28 Total Staff
- 23 Sworn Officers

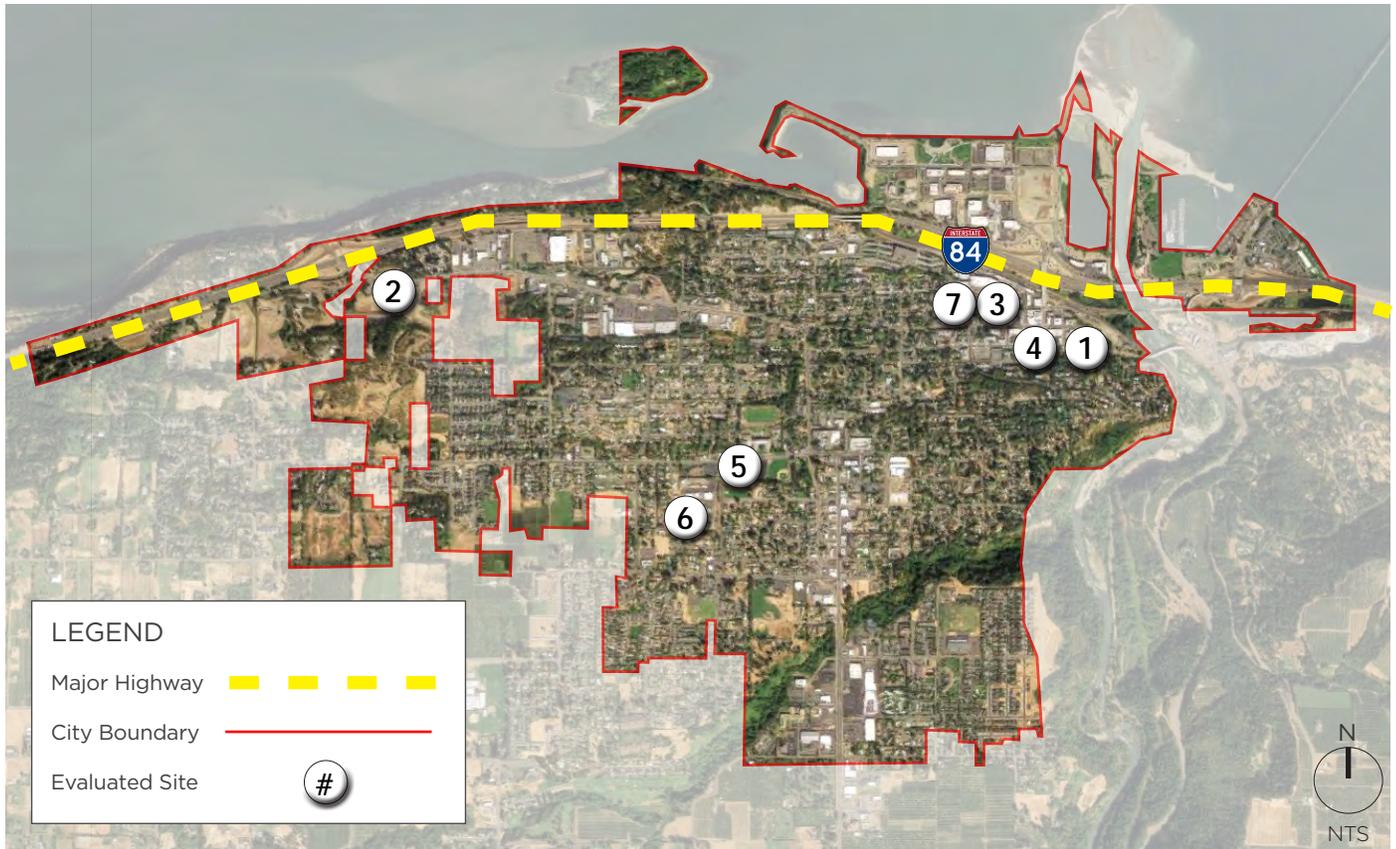
DEPARTMENT SIZE (CURRENT)

- 29 Total Staff
- 25 Sworn Officers

SITE EVALUATIONS

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MAP OF POTENTIAL SITES



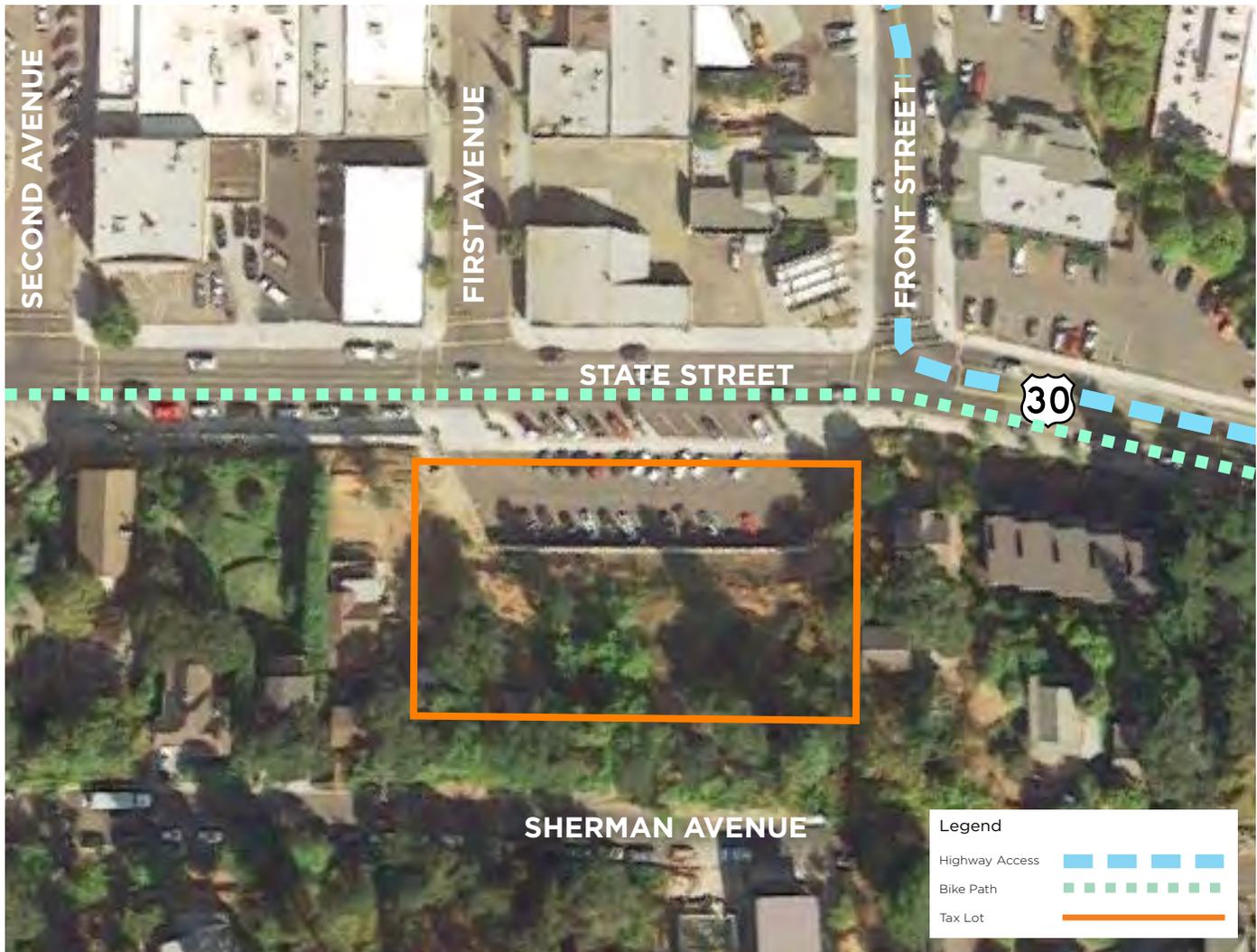
The current site conditions and development criteria for the seven sites selected by the City of Hood River and Hood River Police Department are outlined in the Land Use Matrix on pages 03-04 and 03-05. The zoning for each of the sites allows for construction of a police facility either permitted outright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

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

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

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

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



Legend

- Highway Access
- Bike Path
- Tax Lot



SITE 1: STATE STREET LOT

LOCATION

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

SIZE

- 0.83 Acres

ZONING

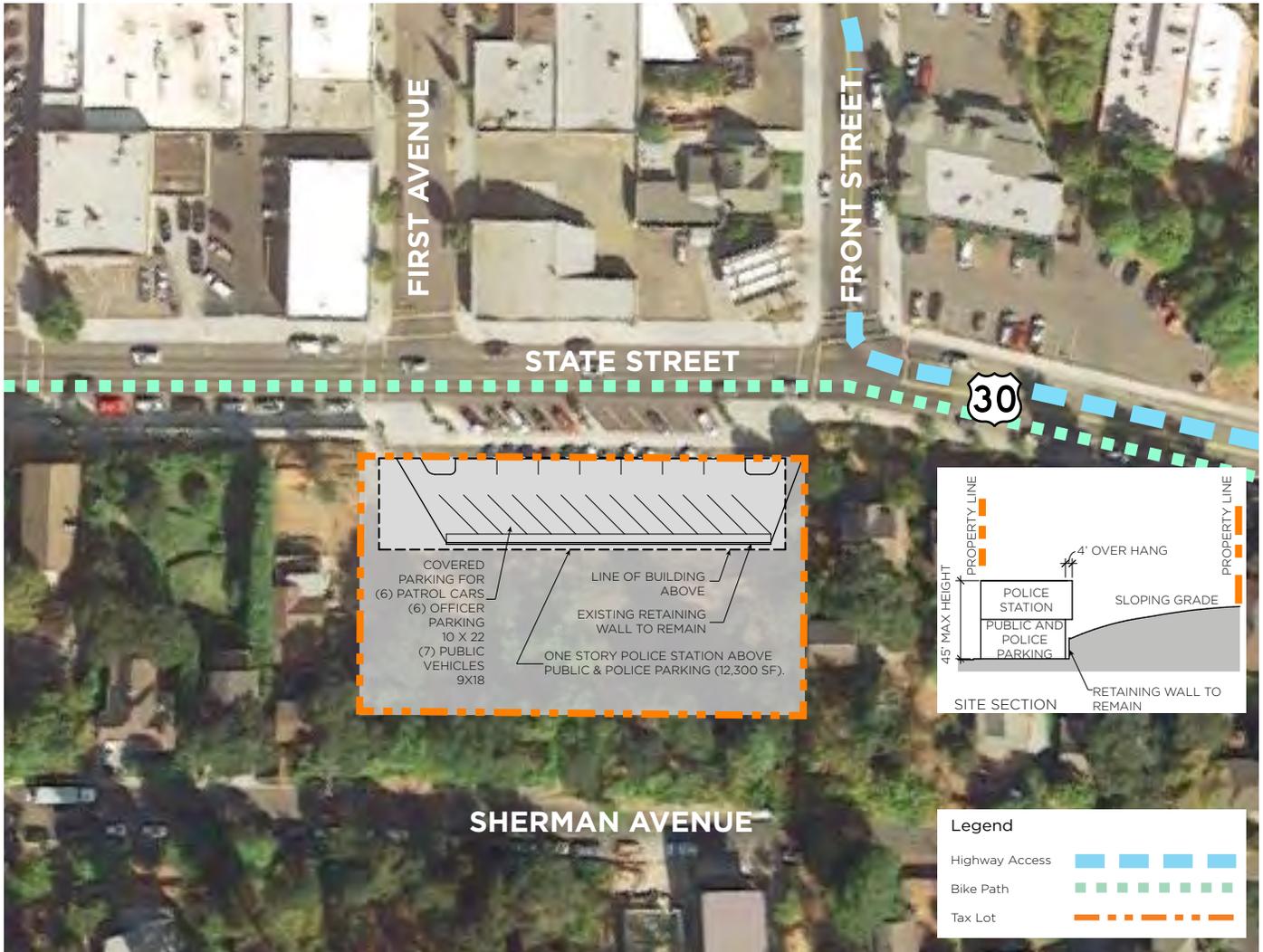
- C-2

TRANSPORTATION ACCESS

- Highway 30 via State Street

SITE INFORMATION

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



PROGRAM

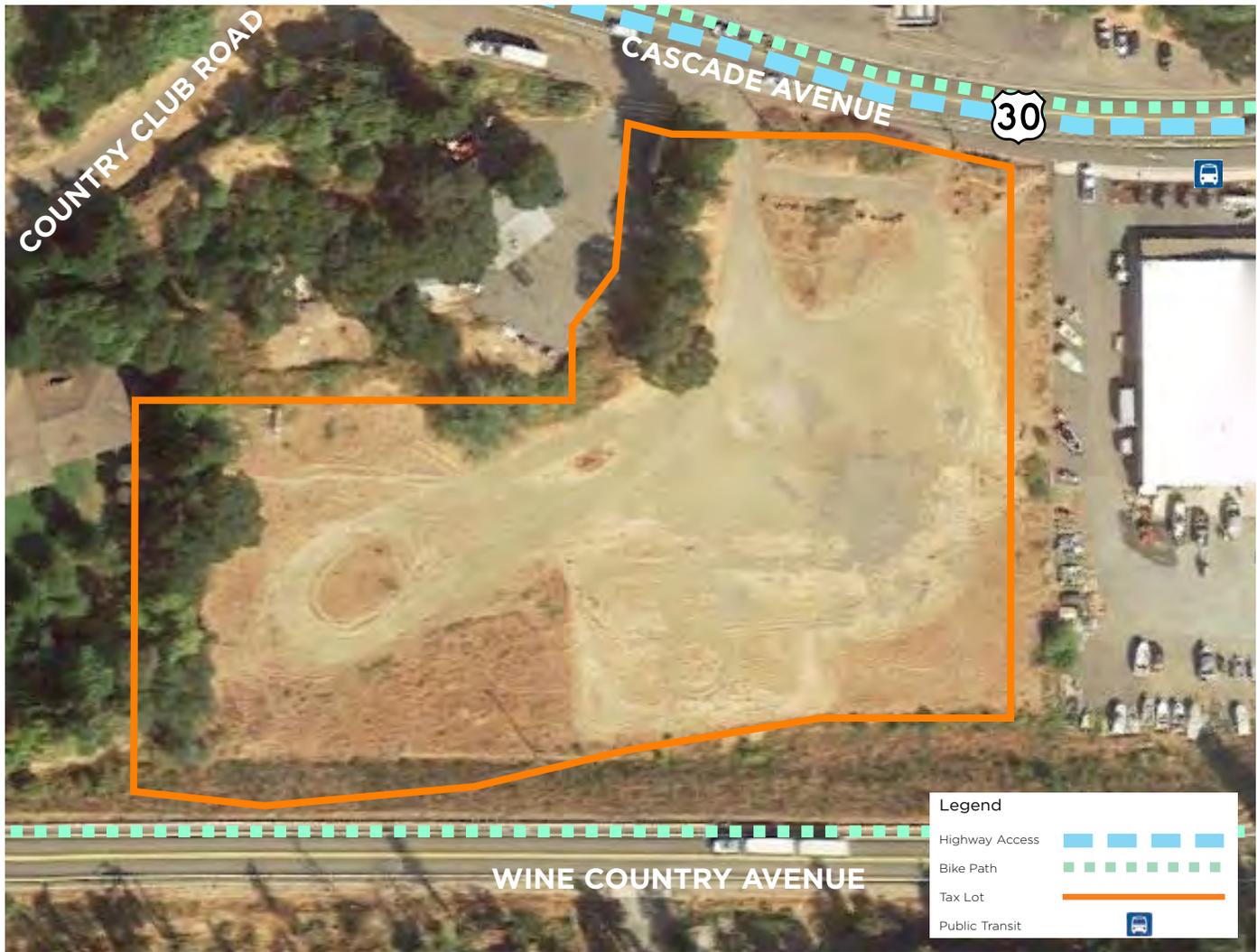
- One story police station
- One story covered parking

PROS

- Direct access to Highway 30
- Opportunity for secure ground level parking under a 2nd Story building.
- Located in the heart of downtown
- City Owned
- Maintains downtown presence and proximity to City Offices
- Utilizes existing fitness facility, thus allowing a smaller building

CONS

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



SITE 2: 3540 CASCADE AVE

LOCATION

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

SIZE

- 3.37 Acres

ZONING

- C-2

TRANSPORTATION ACCESS

- Cascade Avenue (Highway 30)

SITE INFORMATION

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



PROGRAM

- One story police station
- Public and secured parking

PROS

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

CONS

- Sandy site condition
- Located outskirts of city boundary
- Not on Market
- Frontage improvements required
- Requires costly access ramp from Wine Country



SITE 3: CASCADE LOT

LOCATION

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

SIZE

- 0.64 Acres

ZONING

- C-2

TRANSPORTATION ACCESS

- Highway 30 via 4th and 5th Street

SITE INFORMATION

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



PROGRAM

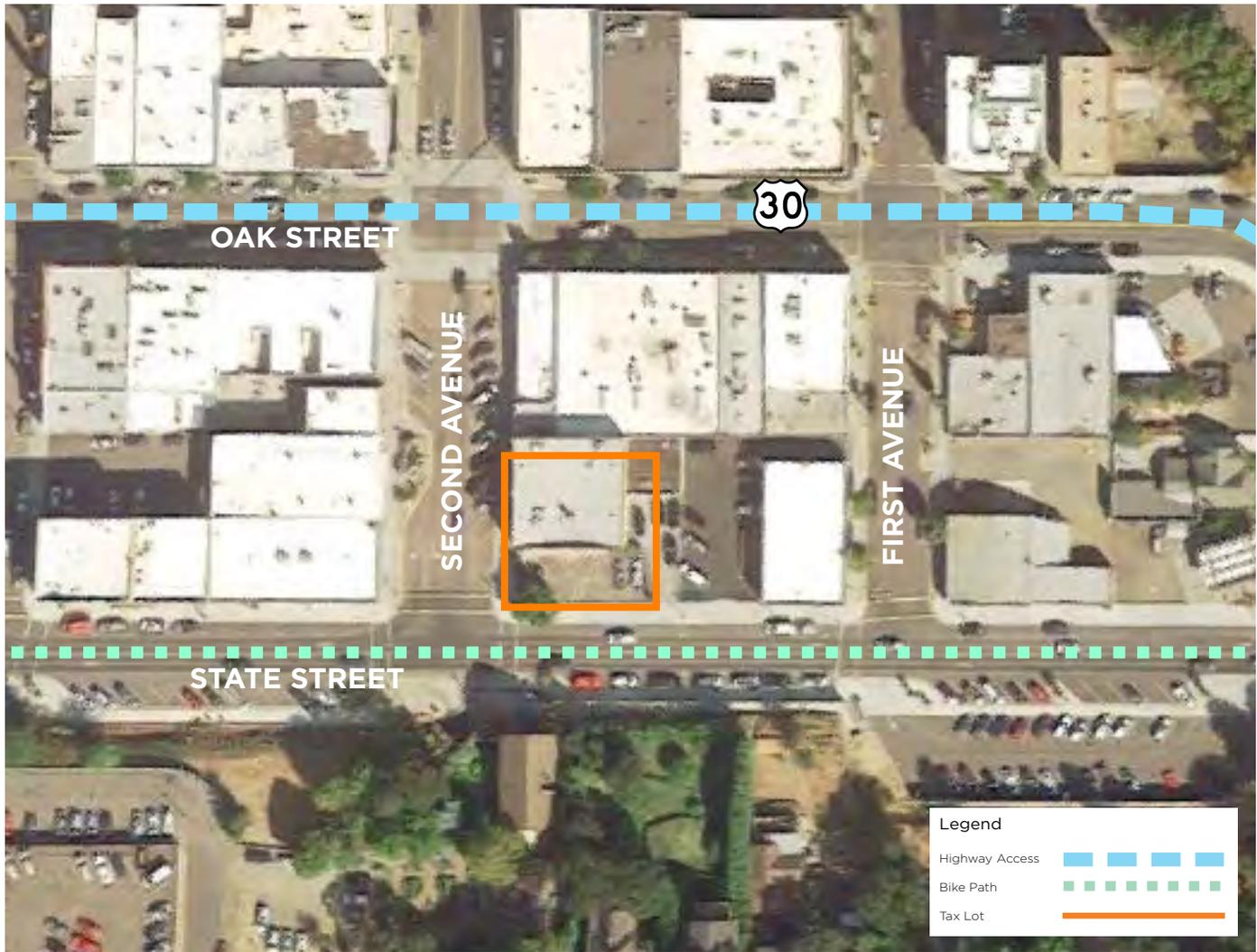
- One story police station
- Secured parking

PROS

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

CONS

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



SITE 4: CITY HALL

LOCATION

- 211 Second Street
Hood River, OR
- Tax Lot: O3N10E25DC03800

SIZE

- 0.07 Acres

ZONING

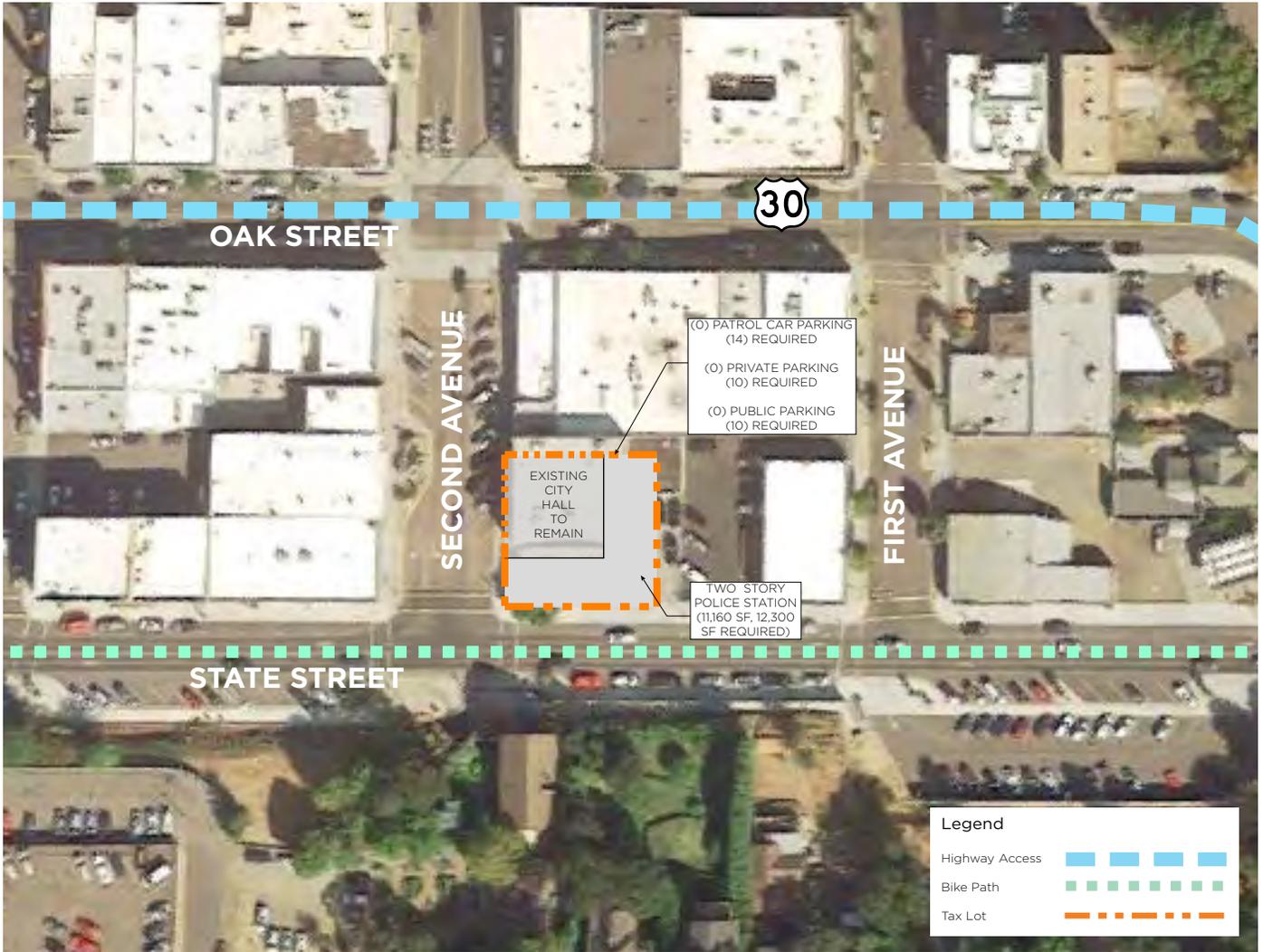
- C-2

TRANSPORTATION ACCESS

- Highway 30 via Second Avenue

SITE INFORMATION

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



PROGRAM

- Two story police station

PROS

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

CONS

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



SITE 5: POOL

LOCATION

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

SIZE

- 1.35 Acres

ZONING

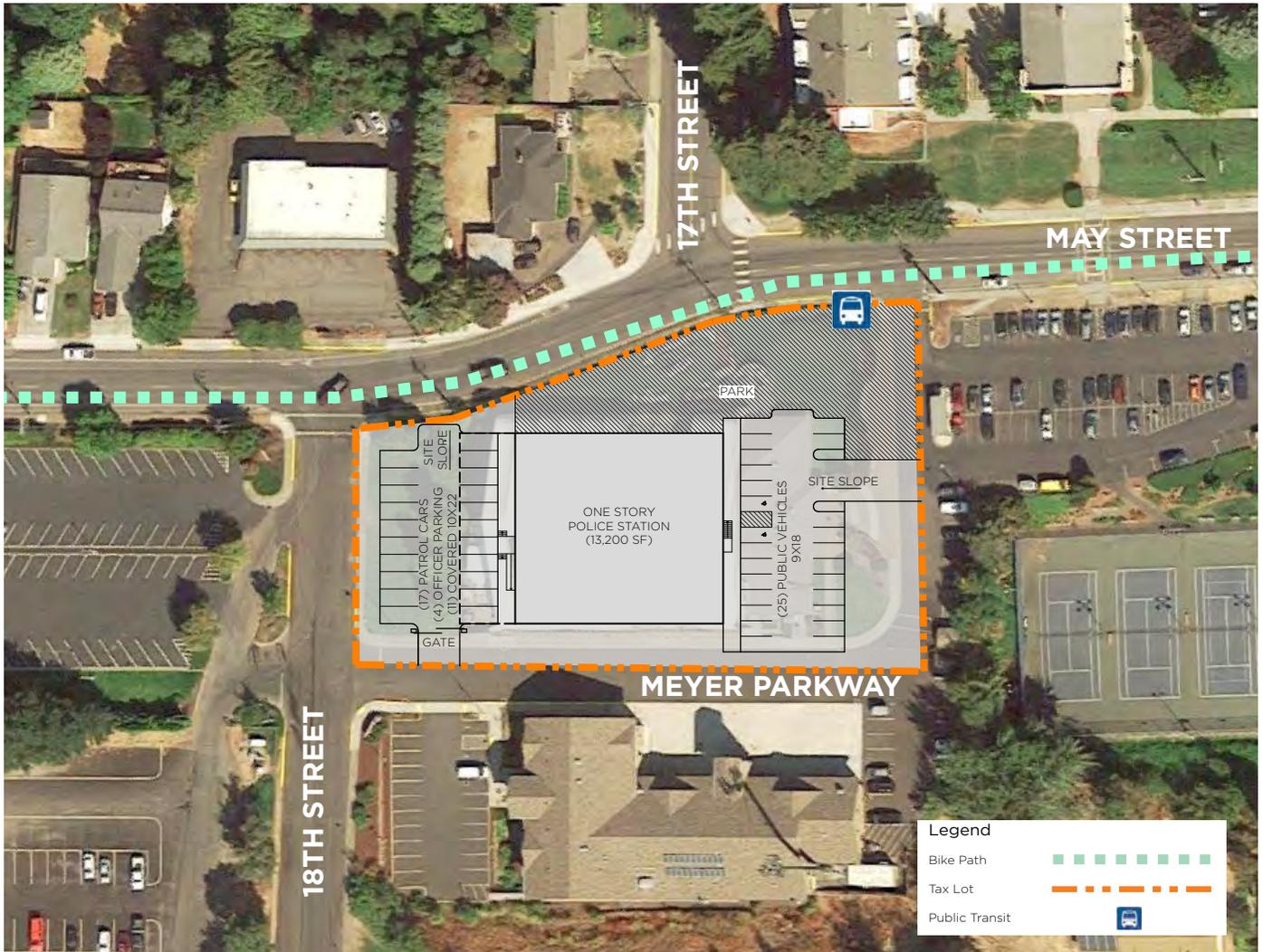
- OS/PF

TRANSPORTATION ACCESS

- Public Transit

SITE INFORMATION

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



PROGRAM

- One story police station
- Public and secured parking

PROS

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

CONS

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



SITE 6: PUBLIC WORKS YARD

LOCATION

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

SIZE

- 1.14 Acres

ZONING

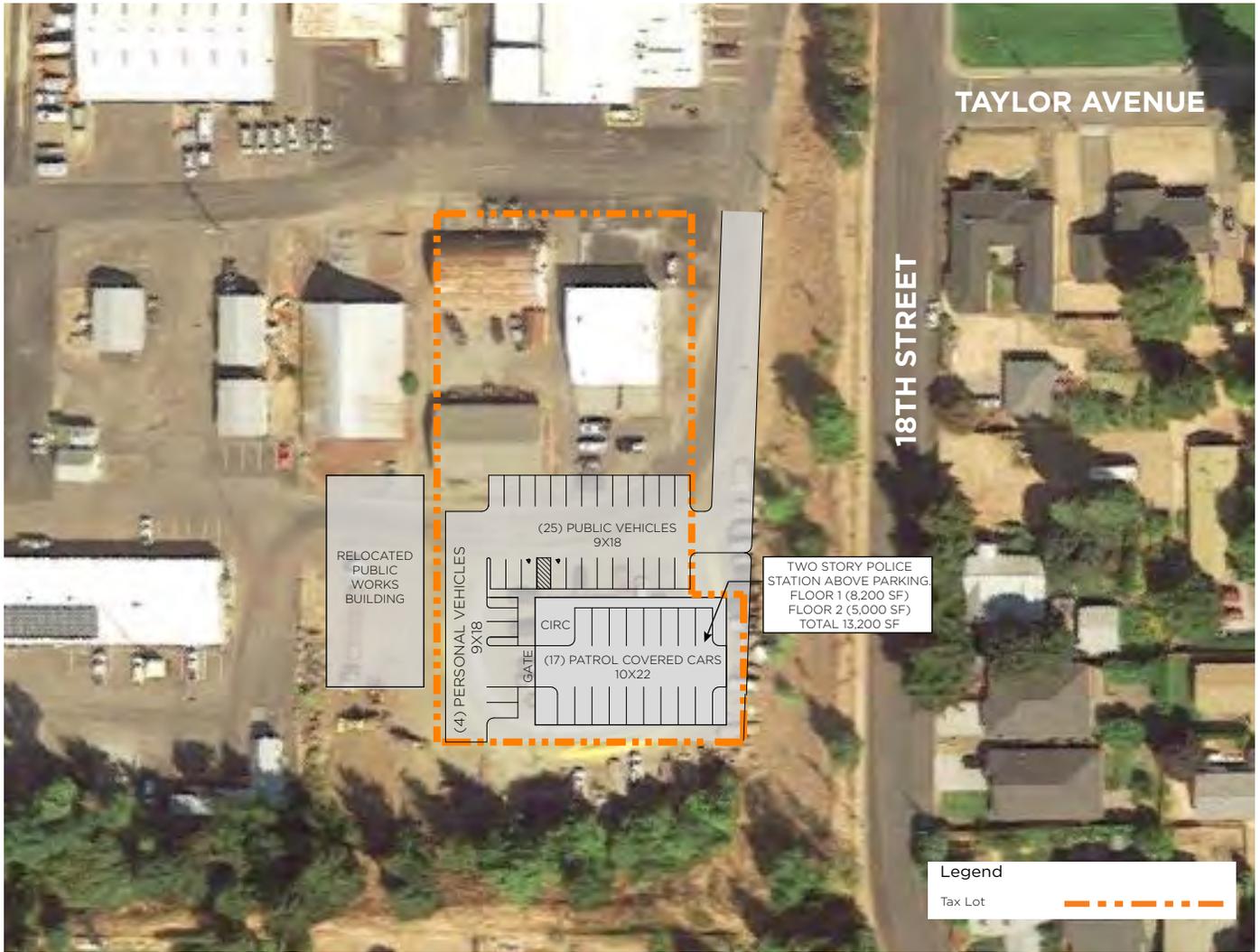
- OS/PF

TRANSPORTATION ACCESS

- Local Access Road

SITE INFORMATION

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



PROGRAM

- Two story police station
- Public and secured parking

PROS

- Buildable Site
- Publicly owned by the County

CONS

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



SITE 7: COLUMBIA LOT

LOCATION

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

SIZE

- 0.85 Acre

ZONING

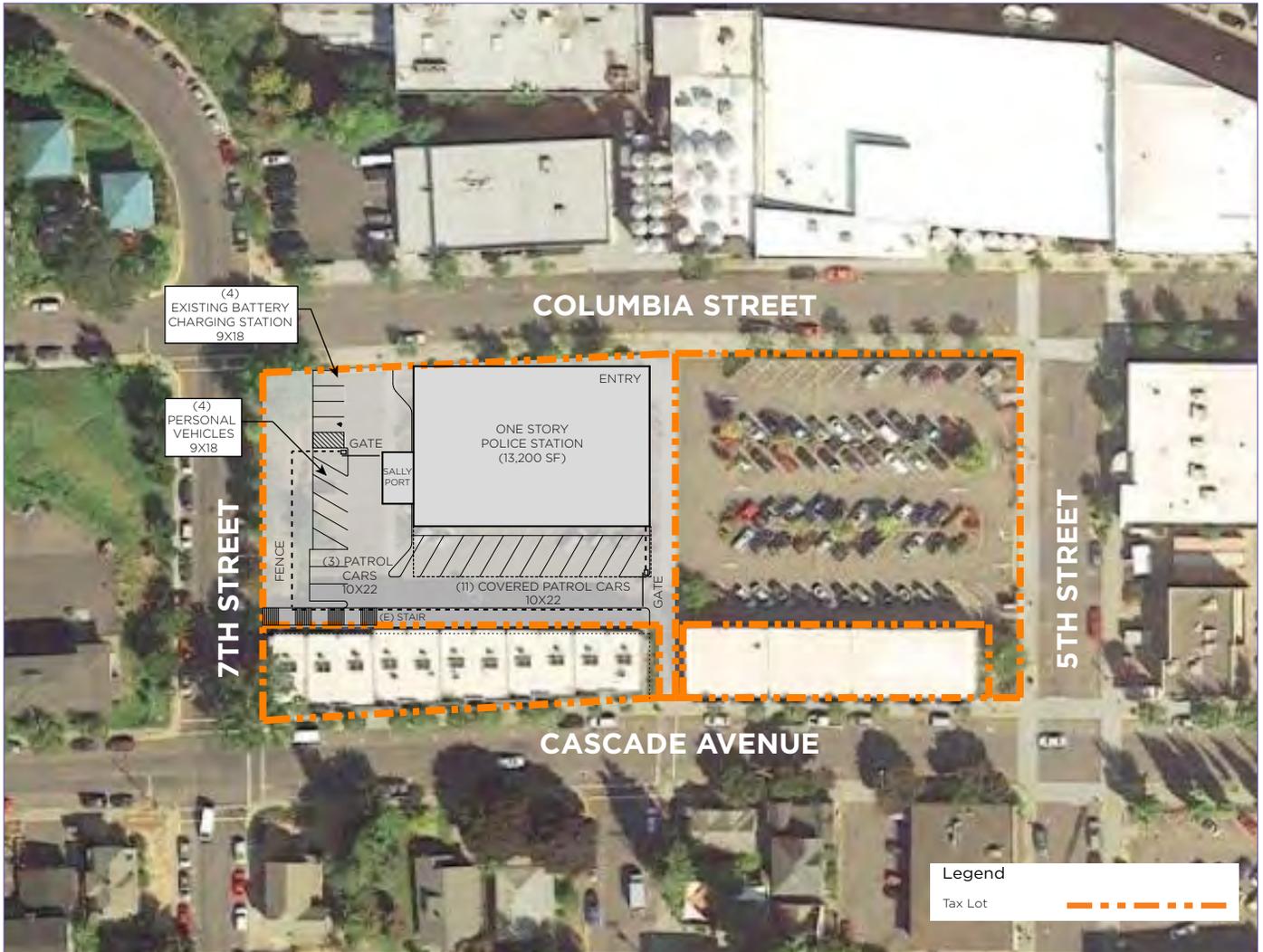
- C-2

TRANSPORTATION ACCESS

- Local Access Road

SITE INFORMATION

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



PROGRAM

- One story police station
- Secured parking

PROS

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

CONS

- Potential adjacent residential view impacts if built over one story
- Limited public parking
- (4) Personal vehicles parking / (10) Required
- Frontage improvements required
- Requires building a Parking Garage to replace lost public parking

IMPORTANCE FACTOR SCORING CRITERIA

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

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

2. **SIZE OF SITE:**

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

3. **SHAPE OF SITE:**

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

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

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

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

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

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

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

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

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

8. **VISIBILITY AND PROMINENCE:**

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

9. **PROXIMITY TO GOVERNMENT FUNCTIONS:**

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

10. **NEIGHBORHOOD CONTEXT:**

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

11. POSITIONING FACILITY ON SITE:

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

12. SECURITY:

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

13. TRAFFIC CONGESTION:

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

14. EXPANSION TO ADJACENT SITES:

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

15. PROXIMITY TO GEOGRAPHIC CENTER:

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

16. CURRENT OWNERSHIP:

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

17. LAND USE:

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

18. RESPONSE TIME:

Ranking evaluates the property's proximity to response areas.

IMPORTANCE FACTOR MATRIX

RANKED: 1 - 7

(1ST: MOST SUITED; 7TH: LEAST SUITED)

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

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

MACKENZIE.

For more information please contact:

Jeff Rhys Humphreys
Director of Architecture
JHumphreys@mcknze.com

RiverEast Center | 1515 SE Water Ave., Suite 100 | Portland, OR 97214
503.224.9560 | mcknze.com
Portland, OR ■ Vancouver, WA ■ Seattle, WA

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 23, 2020

To: Honorable Mayor and Members of the City Council

From: Will Norris, Finance Dir. / Asst. City Manager
Mark Janeck, Public Works Director

Subject: Mosier IGA – Utility Meter Reading and Billing

Background

The City of Hood River regularly provides services on a contract basis in partnership other area local governments. Examples include:

- Hood River's Wastewater Treatment Plant providing finishing treatment and biosolids disposal for the communities of Mosier, Stevenson, and Cascade Locks
- Hood River Fire/EMS providing ambulance services to the Mosier area and periodically stationing an ambulance in Cascade Locks during emergencies
- City facilitated cooperative drug purchasing program for all Hood River County Fire Agencies.

Hood River also relies on other municipalities for services, such as weekly water quality testing from the City of The Dalles and pavement management services from Hood River County. Purchasing and providing intergovernmental services on a contract basis benefits all concerned by creating economies-of-scale and sharing administrative overhead.

Discussion:

The City of Mosier operates its own utility meter reading and billing program for approximately 250 accounts. The program has become increasingly burdensome as their community grows but still employs only two fulltime staff. In recent years, Mosier has been challenged to maintain regular meter reading schedules and wishes to provide increased customer services, such as offering online payment options. Merging with the City of Hood River's utility reading and billing infrastructure will significantly reduce Mosier's workload without a substantial impact to Hood River's systems.

The proposed intergovernmental agreement (IGA) will operate Mosier as its own customer class within the City's existing billing system. This is similar to how the City of Hood River bills for Windmaster District sewer accounts. Mosier will continue to provide all utility services and infrastructure maintenance. The City of Hood River will read, calculate, and bill Mosier customers. Mosier revenues will be remitted on a quarterly basis following the same process as the City remits a portion of Transient Lodging Taxes to the Chamber of Commerce. The City will charge Mosier for the full cost of these services, including both direct expenses and an additional 10% charge for overhead.

The City of Hood River will also install meters for new construction in Mosier and charge developers directly for this service. This arrangement is preferable for the City of Hood River because it

streamlines the addition of new meters in the City's financial system for billing purposes. The City will also perform meter maintenance as needed, but will not be responsible for any infrastructure outside of meter boxes.

Staff Recommendation:

Authorize the City Manager to sign the attached IGA with the City of Mosier to provide utility meter reading and billing services.

Fiscal Impact

The IGA specifies a one-time payment of \$30,564 for set-up and the first year of meter reading and billing services. Thereafter the contract specifies 3.7% of Mosier Utility Revenues billed as a service charge. The total five-year contract cost is estimated to be \$98,095 and will be revenue to the City's utility funds.

Alternatives:

The City Council can choose not to authorize an IGA with Mosier, request revisions to the IGA, or delay a decision and request additional information.

Timing Considerations

The City of Mosier will benefit from the City of Hood River's assistance as soon as it is available.

Suggested Motion:

"I move to authorize the City Manager to sign an Intergovernmental Agreement with the City of Mosier to provide utility meter reading and billing services"

Attachments:

IGA with the City of Mosier for Utility Meter Reading and Billing Services

**INTER-GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF HOOD RIVER AND THE CITY OF MOSIER
(Utility Meter Reading and Account Billing)**

Parties to this Inter-governmental Agreement (“Agreement”) are:

Hood River:

City of Hood River
211 Second Street
Hood River, OR 97031

Attn: Will Norris, Ass’t City Manager

Mosier:

City of Mosier
P.O. Box 456
Mosier, OR 97040

Attn: Colleen Coleman, City Manager

This Inter-governmental Agreement is entered into pursuant to ORS 190.010 by and between the CITY OF HOOD RIVER (“Hood River”) and the CITY OF MOSIER (“Mosier”), both of which are units of local government, and shall be effective upon execution by both parties (the “Effective Date”).

RECITALS

1. The parties are both Oregon municipal corporations. Hood River is situated in Hood River County, Oregon, and Mosier is situated in Wasco County, Oregon; and
2. Mosier owns and operates a municipal drinking water system and sewer system (collectively the “utility”) that includes distribution, collection, and treatment facilities and service to individual customers throughout Mosier. Mosier operates the utility, installs and reads water meters, issues combined sewer/water bills, and collects utility revenues based on utility rates established by the Mosier City Council; and
3. Work associated with aspects of the utility administration has grown beyond the administrative capacity of Mosier’s limited staff resources, and Mosier desires assistance and to obtain efficiencies with the meter reading and account billing components of the utility; and
4. Hood River also owns and operates a public drinking water system and sewer system, and has sufficient administrative experience, expertise, and capacity to assist Mosier in administering its meter reading and utility account billing; and
5. The parties desire that Hood River staff assist Mosier in the administration of the utility through this Intergovernmental Agreement.

NOW, THEREFORE, pursuant to ORS 190.010, and based upon the foregoing Recitals, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the responsibilities of each party, whereby Hood River assists in the administration and operation of the utility, and Mosier compensates Hood River for those services.

2. OBLIGATIONS OF THE PARTIES.

2.1 Mosier's Obligations: Mosier shall make its utility billing and account system ready and available for Hood River to administer, and shall facilitate and cooperate with Hood River's administration of the utility by undertaking the following responsibilities:

2.1.1 Mosier shall make available to Hood River, upon request, all of its utility billing records, customer accounts, and all other documents and records associated with Mosier's utility systems in a format readable by Hood River's financial and utility billing software (Caselle). Mosier will provide technical assistance to ensure correct billing methodology set up in Caselle prior to January 1, 2021.

2.1.2 Mosier shall provide to Hood River functional meter reading hardware and software, with Mosier paying the ongoing costs for that software and those systems.

2.1.3 Mosier shall demonstrate a 95% meter radio read rate, or better, prior to Hood River undertaking any responsibilities under this Agreement.

2.1.4 Hood River's obligations under this Agreement are conditioned upon the Mosier City Council's adoption of Hood River's fee schedule (or a fee schedule deemed acceptable by Hood River) for late payments, penalties, fees and interest for such items as may be necessary for the efficient administration of the utility account billing served by Hood River pursuant to this Agreement. Additionally, this Agreement is conditioned upon Mosier City Council revision of its fee schedule to reflect that the cost of new meters, meter box installation, and meter installation shall be deferred to Hood River's cost of providing this equipment and service.

2.1.5 Hood River shall allow Mosier utility customers to make physical utility payments at Mosier City Hall. Mosier shall convey all such payments received to Hood River on a weekly basis at Hood River City Hall, or on such other frequency as the parties mutually agree. Mosier shall provide a Caselle deposit report for each deposit.

2.1.6 Mosier shall continue to be responsible for the maintenance, repair, and replacement of all water and sewer piping, infrastructure, and equipment for the utility, except for water meters and pipe connections located inside water meter boxes.

2.1.7 Mosier shall continue to be responsible for all Mosier utility customer cut-offs, collections, liens, and related procedures and enforcement for late or non-payment of utility bills. Hood River shall impose all such late fees, penalties and interest, and post notices (i.e. "Door Hangers"), on past-due utility accounts as part of its utility billing responsibilities.

2.2 Hood River's Obligations: Hood River shall administer Mosier's water meter reading and utility billing by undertaking the following responsibilities:

- 2.2.1 Hood River shall read monthly meter usage, process and issue utility bills, and collect utility revenues from all Mosier utility accounts. Hood River shall also be responsible for imposition of late fees and penalties on accounts for late or non-payment in accordance with the late payment penalty schedule adopted by Mosier, which shall be consistent with Hood River's schedule for late payment fees, penalties and interest.
- 2.2.2 Hood River shall provide Mosier access to related records/data associated with Hood River's billing activities under this Agreement as needed for Mosier's annual audit. Hood River shall prepare and provide to Mosier revenue reports as needed for Mosier City Council presentations, rate studies, or any other purpose that Mosier deems necessary. However, Hood River shall not be responsible for maintaining water usage records longer than 3 years. If Mosier desires records further back than 3 years, Mosier shall be responsible for obtaining those records from Hood River within the first 3 years of their creation and maintaining them in Mosier.
- 2.2.3 Hood River shall be responsible for meter installations. Hood River shall be responsible for any repair/replacement inside water meter boxes and to the meter box itself. Mosier shall maintain and provide the City of Hood River access to a supply of repair and replacement materials located in the City of Mosier. Mosier shall be responsible for the repair and replacement of all water and sewer piping, infrastructure and equipment located outside of water meter boxes and for performing leak investigation.
- 2.2.4 Hood River shall be responsible for the administration of new customer accounts, in addition to move-ins/move-outs. Hood River shall charge new Mosier water customers directly for new water meters and installation of new meters and new meter boxes based on the City of Hood River's cost for providing this service and upon presentment to Hood River of a building permit for new construction
- 2.2.5 Hood River shall remit utility revenue to Mosier on a quarterly basis (ACH or check), less Hood River's costs for work and services performed under this Agreement.
- 2.2.6 Hood River shall make available an on-line utility bill paying system to Mosier utility customers that accepts utility payments, including automatic payment options through Xpress Bill Pay with Hood River branding.
- 2.2.7 Hood River shall provide any needed Caselle license and training to Mosier personnel so that utility payments can be accepted at Mosier City Hall.
- 2.2.8 Hood River shall begin meter reading and billing services under this agreement on January 1, 2021 or upon Mosier City Council's adoption of Hood River's fee schedule and any other tasks that Mosier must complete prior to Hood River's commencement of services under this Agreement, whichever occurs last.

3. COMPENSATION. For services rendered pursuant to this Agreement, Mosier shall pay Hood River \$30,564, on or before January 1st, 2021 for set-up and 2021 Calendar Year meter reading and billing services. Thereafter Hood River will retain 3.7 % of all utility revenues collected for the remainder of the term as compensation for services rendered under this agreement.

4. TERM and TERMINATION. The initial term of this Agreement shall be 5 years from the Effective Date. After the initial 5-year term, this Agreement shall automatically renew for successive 1-year terms until terminated as provided herein. The parties may terminate this Agreement at any time by mutual written agreement. Either party may terminate this Agreement for any reason upon 120-days prior written notice given to the non-terminating party. Hood River shall be entitled to compensation for all services it provides up to the effective date of termination.

5. ADMINISTRATION. No new or separate legal or administrative entity shall be created by this Agreement.

6. INDEMNIFICATION. Each party shall indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, students and volunteers from any and all claims, injuries, damages, losses or suits, including all legal and attorneys' fees, arising out of or in connection with any activity allowed pursuant to this Agreement, except for injuries or damages caused by the sole negligence, intentional or criminal act of a party. Each party shall be solely responsible and liable for any claims, injuries or damages, losses or suits arising from or caused by the sole negligence, intentional or criminal act of that party. Neither party shall be liable to the other for incidental or consequential damages.

7. INDEPENDENT STATUS OF THE PARTIES. The parties to this Agreement will be acting in their individual capacities and not as employees, administrators, students, agents, partners, joint ventures, or associates of one another. The employees, administrators, students and agents of one party shall not be considered or construed to be the employees, administrators, students and agents of the other party for any purpose whatsoever.

8. INSURANCE REQUIREMENTS: Both Parties shall obtain and maintain automobile and commercial general liability insurance to cover any property damage, personal injury and death of their respective employees, agents, officials. Both Parties shall either have the other Party named as an "additional insured" on its policy and/or provide a certificate from its insurance carrier demonstrating that the other Party is an additional insured on each Party's policy.

7.1 Mosier's insurance coverage shall be primary insurance with respect to Hood River. Any insurance, self-insurance, or insurance pool coverage maintained by Hood River shall be excess of Mosier's insurance and shall not contribute with it.

7.2 The insurance coverage shall not be cancelled by either party, except after 30 days prior written notice by certified mail, return receipt requested, has been given by the cancelling Party to the other Party.

9. MINIMUM AMOUNTS OF INSURANCE. The Parties shall separately maintain at least the following amounts and types of insurance:

9.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate limit.

9.3 Worker's Insurance Coverage: Both parties shall be responsible for providing their respective employees Worker's Compensation insurance to meet the statutory requirements for their respective qualified employees.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each party on the dates set forth below:

CITY OF MOSIER

CITY OF HOOD RIVER

By: _____
Colleen Coleman, City Manager

By: _____
Rachael Fuller, City Manager

Dated _____

Dated _____

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 23, 2020

To: Honorable Mayor and City Council

From: Rachael Fuller, City Manager

Subject: Update Homelessness Stakeholders Action Items

Public Purpose: Addressing the immediate basic needs of individuals experiencing homelessness is a component of the community's response to COVID-19.

The purpose of this item is to update the City Council on the action items from the homelessness stakeholders working group, convened by Mayor McBride in June, 2020, for the upcoming winter season. These action items include:

- Hood River Shelter Services winter warming shelter operations
- Access to laundry, showers, water and hot food provided by Hood River Shelter Services and Providence Hospital
- Provision of housing vouchers by multiple entities, including law enforcement
- Public transportation
- Provision of space to shelter from inclement weather during the day
- Direct outreach to individuals experiencing homelessness

Using grant funds, the City will contract with a licensed clinical social worker to provide direct outreach to individuals experiencing homelessness this winter. In addition to providing direct outreach, the outreach worker will collect and report data on the homeless population, which is essential to securing federal funds. Other responsibilities include:

- Developing program policies and intake paperwork and processes utilizing a trauma informed care model and evidenced based practices
- Reporting on program participation and outcomes to community partners and stakeholders
- Serving as the primary point of contact for community partners including law enforcement, EMS, social service providers, health care providers, and community volunteers.
- Assisting with case management to link individuals to social service and healthcare providers including the Bridges to Health program to promote improved health outcomes and opportunities for placement in permanent or transitional housing
- Performing street and camp outreach to identify and engage houseless community members.
- Identifying barriers to housing and work with individuals to overcome those barriers.

- Providing case management for linkage to basic needs resources such as food boxes and hygiene supplies.
- Identifying gaps between first responders and social services and recommend actions to fill those gaps.

Background

In response to COVID-19 in March 2020, Gorge Outreach developed the Hotel Voucher Program to temporarily house people in Hood River hotels. This program was in operation from March 30 through May 22 and served 81 individuals in total. The program received a \$150,000 grant to provide 50 hotel vouchers for vulnerable populations in the Mid-Columbia region.

Following the success of this program, Mayor McBride convened a group of stakeholders to discuss homeless services in the Hood River. The meetings were funded by a grant from Providence Foundation and resulted in a draft strategic plan. This past week, the stakeholder group convened to finalize action items to support individuals experiencing homelessness this winter. The group also agreed to reconvene in February to prioritize long-term action items.

Long-term actions include identifying a lead organization to provide homeless services. Typically, homeless services are provided by a County or a community action council. Mid-Columbia Community Action Council has expressed interest in playing an expanded role in homeless efforts in 2021. It is not expected that the City will fill this role long-term.

Staff Recommendation: N/A This is an informational item.

Suggested Motion: N/A This is an informational item.

Alternatives: N/A this is an informational item.

Fiscal Impact: Grant funds of \$25,000 have been received and appropriated in the fiscal year 2020/21 budget.

Environmental Impact: N/A

Attachments: None.

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 23, 2020

To: Honorable Mayor and City Council

From: Dustin Nilsen, Director of Planning
Will Norris, Finance Dir. / Asst. City Manager

Subject: COVID19 Business Support, Chamber Update, and Temporary Uses

Public Purpose

This item updates the City Council on latest business and Chamber of Commerce discussions and seeks authorization to allow temporary use of private property for commercial food and beverage uses.

Background

On November 10th staff participated in a Chamber-led conversation with local restaurants, OLCC, OHA, Hood River County Health, and the Small Business Development Administration to discuss COVID (and non-COVID) challenges being faced by and the hospitality sector and regulatory agencies. City staff took questions from participants and provided an overview of the CARES Act funds, operations, and response programs focused on temporary and seasonal uses, which allowed businesses and the community take advantage of the summer weather and visitor traffic to socially distance and use outside spaces, such as parks and the public right of way for parklets and loading zones and private property to accommodate satellite facilities such as outdoor patios and food carts.

Questions from the group focused on the future use of parklets starting in Spring 2021, the temporary use of private property for food and beverage businesses, grants, and public restroom availability. Interest in participating in the parklet focus group and discussion was also popular among the attendees.

Three days later, Governor Kate Brown announced a statewide two-week “Freeze”, implementing new measures to limit gatherings and stop the rapid spread of COVID-19 across Oregon. The Freeze measures, in effect from Nov. 18 through Dec. 2, limit eating and drinking establishments to take-out and delivery only.

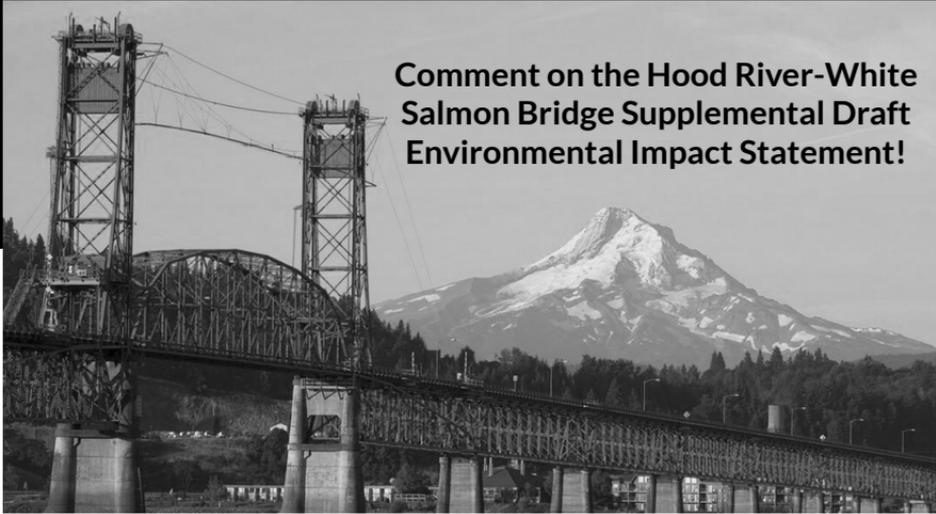
To prepare for a potential reopening and a short-term seasonal response, staff intends to authorize, via temporary permit, the use of private property and private parking lots to allow food and beverage users for temporary expansion and spacing. Where temporary structures are requested, applicants will need to follow life safety requirements such as fire codes, meeting snow/wind loads, and maintaining safe ingress and egress. Further, staff intends to convene the parklet focus group on the week of December 14th

Staff Request: Staff requests authorization to proceed with permitting for temporary uses on private property for food and beverage business.

Suggested Motion: I move to authorize staff to proceed with a temporary permitting program for food and beverages uses on private property.

Fiscal Impact: Programs will be evaluated for potential impact, but at this time no expenditures are requested from Council.

Environmental Impact: Programs for COVID19 response are not designed or intended to result in any environmental impacts.



Comment on the Hood River-White Salmon Bridge Supplemental Draft Environmental Impact Statement!

We are making progress toward replacing the Hood River-White Salmon Bridge and have released the project's Supplemental Draft Environmental Impact Statement. Learn more and provide your comments!

PUBLIC HEARING:

Thursday, December 3, 2020
5:30 - 7 p.m.

Online Meeting
Limited in-person seating by
appointment (call 541-961-9517)

Short presentation followed by
public comment opportunity

**Video recording will be posted
online after the meeting**

Learn more: <http://bit.ly/HoodRiverBridge>

Need in-person accommodations?
Call us at 541-961-9517 to make an
appointment to meet with project staff.

SUBMIT YOUR COMMENTS:

Public comment period from Nov. 20,
2020 to Jan. 4, 2021

- **Email:**
newbridge@portofhoodriver.com
- **Call:** (833) 215-2352
- **Write:**
Port of Hood River,
Attn: Kevin Greenwood
1000 E. Port Marina Drive,
Hood River, OR 97031



CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 23, 2020

To: Honorable Mayor and City Council

From: Emily Reed, Columbia Gorge Tourism Alliance

Subject: Letter of Support for Regional Transportation System

Background: The Columbia Gorge Tourism Alliance is working with MCEDD and CAT to submit an application to ODOT for the Oregon Transportation Improvement Fund (STIF) Discretionary Grant for support for a regional transit system. They are seeking signatures partners on both sides of the river. They are requesting Council's approval to list the City on their letter of support.

The funding would cover both service and outreach including raising awareness of the new Gorge Pass which will allow seamless travel among all 4 four transit agencies that serve the Columbia River Gorge on either side of the river.

Staff Recommendation:

Suggested Motion:

Alternatives:

Fiscal Impact:

Environmental Impact:

Attachments:

1. Letter of Support

October 26, 2020

Patrick DePriest
ODOT, Oregon Public Transit Division
STIF Intercommunity Coordinator
555 13th St NE
Salem, OR 97301-4179



Re: Oregon Transportation Improvement Fund (STIF) Discretionary Grant for a regional transportation system – 4 Columbia River Projects

Dear Patrick DePriest:

The undersigned participants of the Columbia Gorge Tourism Alliance are writing to share our support of a strong and sustainable Gorge Transit System and specifically the four (4) coordinated Columbia Gorge projects within the application for the Statewide Transportation Improvement Fund (STIF) Discretionary Grant to address both service and outreach:

Columbia Area Transit

- Columbia Gorge I-84 Corridor Service

MCEDD and The Link Public Transit

- Sustain Gorge TransLink Alliance Mobility Management project
- Gorge Regional Transit Strategy Phase II
- Regional Public Outreach and Marketing Campaign

These four projects will ensure a coordinated, comprehensive network of transit services in the Gorge – one that will enhance access for residents and tourists, support and promote regional economic development and offer future opportunities for mobility & access in the Gorge.

Members of the Columbia Gorge Tourism Alliance are committed to developing the region as a world-class sustainable tourism economy that enhances our communities and protects our scenic area. A robust regional commitment to transit is part of our vision for a seamlessly integrated region-wide transportation system that allows residents access to housing and jobs and visitors to come, travel, explore and connect—all without needing a car. Public transit options combined with bike and pedestrian friendly bridge crossings, bike routes and trail systems will create a multi-modal web knitting together our communities, attractions outdoor recreation as well as foster a sustainable economic future.

Additionally, these projects work to:

- Support our commitment to reduce congestion during peak seasons and in high-use areas
- Spread seasonality of visitation and to disperse the economic benefits of tourism throughout the Gorge
- Support our businesses and their front-line workers by removing the potential barriers of access for the workforce
- Encourage our value of ‘welcomeability’ by increasing equity and inclusion throughout our region

The CCTA has already completed several projects to support this vision including the creation of ColumbiaGorgeCarFree.com with information and itineraries to help visitors navigate the 85 miles of towns and trails. As well as ReadySetGorge.com which provides up-to-date trailhead & recreation site information; guidance on visiting safely and respectfully; as well as strategies to encourage people to visit communities that are off the beaten path.

Thank you for considering our funding request. We enthusiastically support this project and hope you will consider funding our proposal in full.

Sincerely,

