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

December 14, 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, December 14, 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, December 14, 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.

III PUBLIC HEARINGS

1. Adams Creek Co-Housing Site Plan Reviews Continuation of Appeal PAGES 3-5
of Planning Commission Decision, J. Kaden
2. Modifications to Allow City Manager to Waive Fees, PAGES 6-9
Ordinance 2058, W. Norris

WORK SESSION

IV OPEN WORK SESSION

V AGENDA ADDITIONS OR CORRECTIONS

VI DISCUSSION ITEMS

- 1. Middle Housing Code, D. Nilsen

PAGES 10-11

VII ADJOURN WORK SESSION

REGULAR COUNCIL MEETING

I OPEN REGULAR COUNCIL MEETING

II AGENDA ADDITIONS OR CORRECTIONS

III CONSENT AGENDA

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

- 1. Council Meeting Minutes – November 9, 2020 & November 23, 2020 PAGES 12-31
- 2. OLCC License Approval Mugen Noodle – Off-Premises PAGES 32-35
- 3. Purchase Contract for a Combination Vacuum/Sewer Cleaning Vehicle M. Janeck PAGES 36-48
- 4. Engineering Service Contract with Kittelson Associates – 2nd and Oak Signal and Improvements, M. Janeck PAGES 49-54
- 5. Official Abstracts for the City of Hood River for the Election Held on November 3, 2020. (Resolution 2020-22), J. Gray PAGES 55-58

IV REGULAR BUSINESS ITEMS

- 1. Planning Commission Selection, D. Nilsen PAGES 59-83
- 2. Report to Council on Development Improvement Action Plan and Contract Award Development Engineer, M. Janeck PAGES 84-110
- 3. Contract Award Wastewater Treatment Plant Engineer, M. Janeck PAGES 111-137
- 4. Design Contract Sherman Ave. Water & Sewer, M. Janeck PAGES 138-152
- 5. Design Contract Prospect Ave. Water & Sewer, M. Janeck PAGES 153-167
- 6. Cascade Locks / Hood River Enterprise Zone Extension, W. Norris PAGES 168-171

V ORGANIZATIONAL UPDATES

- A. Department Heads
- B. City Recorder
 - 1. Reading of Ordinance 2058 (Modifications to Allow City Manager to Waive Fees) for the first time by title only

VI MAYOR

- 1. Port of Hood River Recommendation to Reappoint David Meriweather to the Urban Renewal Agency PAGES 172

VII COUNCIL CALL

VIII ADJOURN REGULAR MEETING

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and City Council

From: Jennifer Kaden, Associate Planner

Subject: Adams Creek Cohousing Site Plan Review, File No. 2020-03
Continuation of Appeal of Planning Commission Decision

This item is a continuation of a hearing held November 9, 2020 on an appeal by opponents of the Planning Commission's Site Plan approval to construct a multi-family cohousing development consisting of 26 dwelling units in 3 buildings and two common buildings, a parking lot, carport, pathways and walkways, street frontage improvements, and associated site improvements. At the November 9 hearing, the Council allowed the record to be reopened for new evidence and set the following open record schedule:

- Nov 23 (5 pm) – Deadline to submit new evidence and written argument from anyone on the stated appeal issues.
- Nov 30 (5 pm) – Deadline for written argument responding to argument and evidence submitted during the first open-record period.
- Dec 7 (5 pm) – Deadline for applicant to submit a final written rebuttal on all issues (no new evidence).
- Dec 14 – Council deliberates and reaches a tentative oral decision on the appeal.

The Council also heard oral testimony from the applicant, the appellants, and others in support of and opposed to the cohousing development application at its November 9th hearing.

On November 23, the applicant submitted the following new and revised materials:

- New preliminary civil plans, including updated preliminary storm drainage plan, grading plan & erosion control plan
- New preliminary stormwater management plan report
- Revised preliminary site/landscaping plan
- Updated preliminary elevation drawings
- Revised Traffic Assessment Letter
- New preliminary plant list for landscaping
- Legal (meets & bounds) description for the subject property
- Copies of neighborhood meeting documents

(See Packet 2 pp. 33-131)

Additional written testimony from Mark Zanmiller also was submitted on November 23 (see Packet 2 pp. 132-138).

In the second open record period (ending 5pm, November 30, 2020), the City Engineer and City Fire Chief provided written comments in response to the materials submitted during the first open record period, and copies of those comments were e-mailed to the appellants and the applicant (see Packet 2

pp. 27-32). The applicant submitted its final written rebuttal on December 7, 2020, based on evidence already in the record (see Packet 2 pp. 14-26). The record is now closed.

Council’s Task for the December 14th meeting. With the record closed, the Council must deliberate and reach a decision at its December 14th meeting. In so doing, the Council should be familiar with the record, and understand the appeal issues and approval criteria generally. The Council must approve or deny the application, and if approved, the Council should adopt a set of conditions that ensure compliance with the mandatory approval criteria. Staff can revise the findings following the Council’s decision to reflect the conditions actually adopted and present a final written order for the Mayor to sign.

Staff Recommendation. Staff recommends that the Council resolve the appeal by approving the application with conditions and affirm the Planning Commission’s decision (approval). Staff recommends the Council adopt revised conditions of approval that: respond to the new materials submitted during the open record period, respond to concerns identified by the appellants, or provide clarification. (see Packet 2 pp. 4-13)

Suggested Motion: I move to approve the Site Plan Review application in File No. 2020-03 for the Adams Creek Cohousing development with revised conditions of approval and authorize the Mayor to sign a written Final Order with findings that reflect these conditions.

Fiscal Impact: The subject property is developed with a single-family dwelling but considered available for urban redevelopment consistent with plans for the provision of urban facilities and services. The City provides water, sewer, police, and fire service to the area and the applicant proposes to construct street and utility improvements to support the development. The site is continuous to existing residential development and is not expected to generate any unique fiscal impacts.

Environmental Impact: The subject property is not designated as an open space, scenic, or historic area and the wetlands and stream on the subject property are not designated as significant natural resources protected under Goal 5. There is no mapped floodplain in the vicinity and there are no landslide hazard areas. There are no known or inventoried historic resources or cultural areas located or identified on the site. There are no identified mineral or aggregate resources on the site. The site is not located in the local downtown historic district or within a street overlay.

Attachments – (available on City website under December 14, 2020 meeting materials - <https://cityofhoodriver.gov/administration/meetings/>):

“Packet 2” includes:

1. Proposed revised Conditions of Approval (Packet 2 pp. 4-13)
2. Applicant’s final written rebuttal, December 7, 2020 (Packet 2 pp. 14-26)
3. City Engineer comments on new materials, November 25, 2020 (Packet 2 pp. 27-28)
4. City Fire Chief comments on new materials, November 24, 2020 (Packet 2 pp. 29-32)
5. Applicant’s Open Record Submittal, November 30, 2020:
 - a. Cover letter (Packet 2 pp. 33-34)
 - b. Updated Site Plan (Packet 2 p. 35)
 - c. Updated Elevation drawings (Packet 2 pp. 36-37)
 - d. Civil Drawings (Packet 2 pp. 38-51)
 - e. Plant Pallettes (Packet 2 pp. 52-53)
 - f. Legal Description (Packet 2 p. 54)
 - g. New Preliminary Storm Drainage Report (Packet 2 pp. 55-110)
 - h. Updated Traffic Assessment Letter (Packet 2 pp. 111-124)
 - i. Neighborhood Meeting documents (Packet 2 pp. 125-131)
6. Written testimony by Mark Zanmiller, November 30, 2020 (Packet 2 pp. 132-138)

Other Record Materials Previously Provided or Presented (also available City website under December 14, 2020 meeting materials:

“Packet 3” includes information presented on November 9, 2020:

- Appellant Presentation, November 9, 2020 (Packet 3 pp. 1-41)
- Applicant Presentation, November 9, 2020 (Packet 3 pp 42-56)
- Applicant’s Request to Reopen Record, November 9, 2020 (Packet 3 pp. 57)
- Appellant’s objection to appeal schedule, November 9, 2020 (Packet 3 pp. 58-59)

“Packet 4” is the packet that was provided for the November 9 Council hearing:

- Council Cover Sheet, November 9, 2020 (Packet 4 pp. 1-3)
- Preliminary staff response and recommendation on the 15 appeal issues, November 2, 2020 (Packet 4 pp. 4-15)
- Applicant’s written testimony & request to reopen the record, November 2, 2020 (Packet 4 pp. 16-23)
- City Council Notice of Public Hearing & Appeal, September 29, 2020 (Packet 4 pp. 24-25)
- Appeal Application and Statement of Appeal, October 6, 2020 (Packet 4 pp. 26-33)
- Notice of Planning Commission Decision, September 24, 2020 (Packet 4 pp. 34-35)
- Planning Commission Final Order with attachments, September 24, 2020 (Packet 4 pp. 36-586)
- Draft Planning Commission meeting notes, September 21, 2020 (Packet 4 pp. 587-596)
- Draft Planning Commission meeting notes, August 17, 2020 (Packet 4 pp. 597-612)
- Staff Findings and Recommendation (without attachments), August 10, 2020 (Packet 4 pp. 613-676)
- Notice of Planning Commission Public Hearing, July 27, 2020 (Packet 4 pp. 677-678)

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and Members of the City Council

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

Subject: Ordinance 2058 – Providing the City Manager the discretion to adopt alternative water bill payment schedules, disconnection policies and reduction of late payment penalties

Background:

The City of Hood River enacted an Emergency Declaration in response to the COVID-19 pandemic in March. The Emergency Declaration allowed the City to suspend utility shutoffs and waive penalties and interest associated with nonpayment. The declaration was renewed several times and then allowed to sunset on September 30th as the City adjusted to operating in a COVID-19 environment. The utility related provisions expired at the beginning of December.

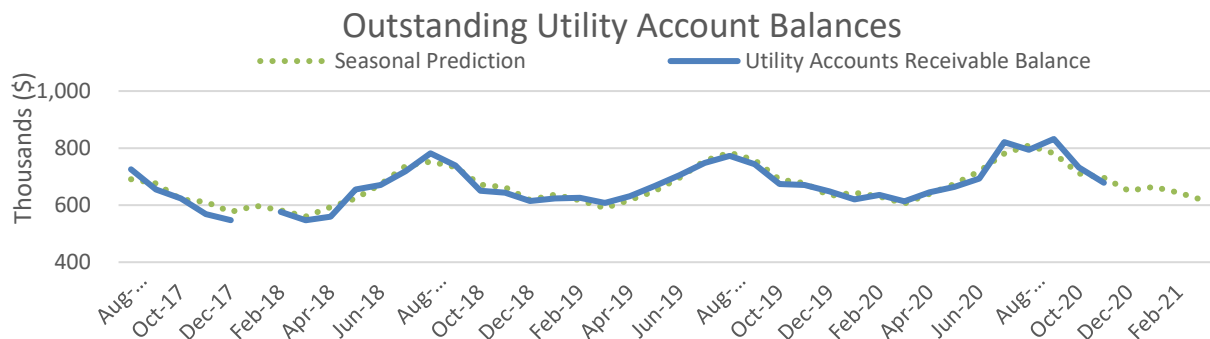
Discussion:

The proposed Ordinance 2058 provides the City Manager discretion to suspend shutoffs penalties, and interest for non-payment of utility charges during a “unusual circumstance impacting the local economy”. This discretion addresses prolonged periods of depressed economic activity that are not an active emergency. Outside of COVID19 this discretion may have been useful during the “Great Recession”.

Staff intends to waive utility late payment fees, interest, and suspend shutoffs for non-payment under the authority granted by Ordinance 2058 until a COVID19 vaccine is widely available.

Fiscal Impact

Outstanding utility account balances have not exhibited unusual activity during the pandemic. Fluctuations have closely followed a typical seasonal pattern observed prior to COVID-19. This indicates that households are largely remaining current on their utility bills and a there is a negligible financial impact from Ordinance 2058 in the near-term.



Staff Recommendation:

Conduct a Public Hearing, deliberate, and provide the first reading of the attached Ordinance 2058 revising Title 12, Chapter 2 “Public Utilities”, of the Hood River Municipal Code.

Suggested Motion

“I move to adopt Ordinance 2058 and provide first reading by title only during the Regular Council Meeting under City Recorder”

Alternatives: Request changes or retain existing language

Attachments

- a) Ordinance 2058

ORDINANCE NO. 2058

An Ordinance amending Title 12 (Public Utilities) Chapter 12.02 (Water Service), Section 12.02.190 (Billing, due dates, delinquencies and Liens) of the Hood River Municipal Code, to provide the City Manager the discretion to adopt alternative water bill payment schedules, disconnection policies and reduction of late payment penalties, and declaring an emergency.

The Hood River City Council finds as follows:

WHEREAS, the City's water utility bills its customers on a monthly basis and provides for service disconnection and monetary penalties for late payment of utility bills, but provides no discretion for any such penalties in the event of an emergency or community-wide economic hardship; and

WHEREAS, the City's regulations governing its water utility and all aspects of customer billing and payment are set forth in Title 12 (Public Utilities) Chapter 12.02 (Water Service), of the Hood River Municipal Code (HRMC); and

WHEREAS, in particular HRMC 12.02.190 provides regulations for water utility billing, due dates for bill payment, and penalties for late payment, but provides no discretion for granting relieve or alternative bill payment schedules in the event of a declared emergency that affects the local economy; and

WHEREAS, the current COVID-19 global pandemic has had a devastating effect on the City's economy and the economic wellbeing of its citizens and utility customers, and as a result, the City has seen a significant number of its citizens unable to pay their water utility bills on time; and

WHEREAS, the Council sees a need for discretion and the ability to grant relief to utility customers experiencing a short-term economic hardship by allowing time payments and the authority to waive late-payment penalties; and

WHEREAS, the City Council considered an amendment to HRMC 12.02.190 (Billing, due dates, delinquencies and Liens) that would allow the City Manager the discretion to structure repayment plans and waive late-payment penalties for customers during a declared emergency such as the current COVID-19 global pandemic, at its regular meeting on December 14, 2020.

NOW, THEREFORE, based on the foregoing findings, which are incorporated herein by this reference, the Hood River City Council Ordains as follows:

Section 1 – Amendment. Title 12 (Public Utilities) Chapter 12.02 (Water Service), Section 12.02.190 (Billing, due dates, delinquencies and Liens) of the Hood River Municipal Code shall be amended to provide as follows (new language is underlined):

12.02.190 Billing, due dates, delinquencies and Liens.

Charge for water used shall be computed as frequently as deemed feasible. Bills shall become due and payable on the first day of the month following the reading of the meter for metered services. All billing shall become delinquent on the 10th of the month following the billing. After delinquency, a past due reminder shall be mailed to each account on the first day of the following month. If not paid by the tenth day following the past due reminder, a final delinquent notice shall be sent and the user shall be advised that if payment is not received by the city within five days of the date of the mailing of the notice, then water service will be discontinued without further notice. A fee shall be charged and collected before the service shall be turned on again. If the water meter is removed because of nonpayment of bills, the actual cost of removing and replacing the meter plus ten percent shall be paid in addition to all other charges. In the event of an emergency declared by the City Manager, the Mayor or Governor or in any other unusual circumstance impacting the local economy, the City Manager may in her/his sole discretion adopt alternative temporary billing policies designed to address and alleviate the economic hardships. These measures may include relaxed utility service disconnect policies, time payment plans, and the reduction or waiver of late fees and penalties. The City Manager shall not waive or reduce utility charges without City Council approval.

Section 2 – Emergency Clause. The current COVID-19 global pandemic has inflicted significant economic harm on the City’s residents, businesses and its utility customers. The City Manager and Mayor have both declared emergencies based on the state, county and local response required to address the COVID-19 global pandemic. The economic situation for many city utility customers is dire and constitutes an emergency situation that warrants this ordinance taking effect immediately upon its second reading by the City Council.

Read for the First Time on _____, 2020.

Read for the Second Time and approved on _____, 2020.

This Ordinance shall take effect immediately upon the second reading.

AYES: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____

Kate McBride, Mayor

ATTEST:

Approved as to form:

Jennifer Gray, City Recorder

Daniel Kearns, City Attorney

CITY COUNCIL WORKSHOP COVER SHEET

Meeting Date: December 14th, 2020
To: City Council
From: Dustin Nilsen, Director of Planning
Subject: Middle Housing Code Update

Background:

Developing code language for missing middle housing types (duplexes, triplexes and small cottages) is a project on the City Council 2020 workplan. The purpose of this project is to establish a clear process and regulatory framework to allow greater diversity of housing types and needed housing types. These include small attached and detached homes in clusters, as an alternative to standard development subdivisions.

To create opportunities for these type of housing developments in Hood River and to comply with state law, clear and object standards need to be established. Lack of clear and objective standards and uncertainty in the approval process makes it harder to develop these housing types.

Code amendments were identified as housing strategies in the City's Comprehensive Plan and Housing Needs Analysis as opportunities to provide a needed housing type and to make efficient use of the City's limited buildable land inventory. Project and Technical advisory groups evaluated frameworks of similar amendments in 2018.

Other public information efforts include an article in the City's newsletter in Spanish and English and a project specific webpage to be launched next week.

On December 21st, Planning Commission will begin a technical review of the draft code. Discussions will include proposed code organization and standards for Hood River and those that have been implemented by municipalities in the Northwest such as Bend (OR), Redmond (WA), and Kirkland (WA), Milwaukie (OR), Medford (OR), and Ashland (OR).

Some common principles that inform middle housing development standards include:

- The emphasis on form, design regulations, and amenities to shape the development rather lot size
- The limitation on size of homes, intended to produce more affordable homes
- Increase in the diversity of housing types
- The use of design elements to encourage a sense of community and place and traditional neighborhood characteristics.
- The requirements for landscaping and open space to encourage trees and plantings to provide shade, air quality benefits, and rainwater infiltration capabilities
- The flexibility of off-street parking requirements to reduce parking mandates, impervious surfaces, and to promote more amenities

- The establishment of requirements for pedestrian pathway connections through the site, including shared driveways to limit interruptions of the street frontage and greater use of the right of way.

And some common codes that shape middle housing development standards include:

- Setbacks, height standards, landscaping, parking, curb cuts locations, architecture, and design features.

Based on Planning Commission and public feedback, staff will return to Council with recommendations on the proposed code framework. Prior to any final action, Council will have the opportunity to conduct its own public hearing and take testimony on the proposed amendments and recommendations.

Staff Recommendation:

This item is an informational project update and no Council action is required.

**City of Hood River
City Council Work Session
November 9, 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

Absent:

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

Land Acknowledgement Statement and Pledge of Allegiance

II BUSINESS FROM THE AUDIENCE

Tracey Tomashpol, Hood River, OR –

Gracias por la oportunidad de hablar otra vez sobre la falta de transparencia que continúe en las deliberaciones de las varias agencias del gobierno de Hood River, incluyendo el consejo de la ciudad y la comisión de planeación.

He pedido varias veces que la ciudad provee un archivo de sus deliberaciones que usa ambos video y audio. El sistema actual, que solo tiene la grabación en voz, es insuficiente. Peor, es un impedimento y una barera a la participación en nuestro gobierno municipal para muchas personas, incluyendo:

- Personas que no habla inglés con suficiente habilidad de entender una grabación que solo usa audio
- Personas con diversos problemas de audición
- Personas que no pueden identificar quien esta hablando, y por lo tanto, no pueden comprender el contexto de la discusión o las opiniones de las personas que hablan

Tomashpol stated some of you will not have understood her introduction. It's the same problem many people who want to understand the city council or planning commission meetings have when all they have is an audio file with no video. Beside the problems mentioned above, the use of just an audio file:

- Leaves people listening with a hard time knowing who is speaking, particularly in discussions with interruptions or where the speaker is not identified;
- Leaves people unable to follow along when staff present new information in the form of slides that were not included in the packet

- Makes it difficult for those who aren't technically savvy to find the portion of the file that matches to an agenda item

She stated she first proposed both live streaming and archived video with translations in October 2019 and was told that this was a 2020 goal, in order to expand citizen participation and understanding. Tomashpol reviewed her suggested items.

III PUBLIC HEARINGS

1. Co-Housing Appeal, D. Nilsen, J. Kaden

Mayor McBride opened the public hearing at 6:05 p.m.

Mayor McBride explained Council's function in this land use appeal case is to review the record of this matter, take public testimony and written comment and decide if the applicant has met or does not meet the applicable approval criteria in the Hood River Development Code and State law. Even though this is an opponent appeal of a Planning Commission approval, the applicant still bears the burden of proof. It is not our job to be more restrictive or lenient than these approval standards allow, but rather to interpret and apply the approval standards as written. These are the approval criteria that are listed and analyzed in the planning commission decision and staff report in the packet. They will also be summarized as part of the staff presentation.

Second, Council is required to render an impartial decision on each application. This means that we cannot have a personal financial stake or bias that would prevent us from making an impartial decision. Before we begin the hearing, I will call for the disclosure of bias, ex parte contact and conflict of interest from each councilor. Anyone in the audience will then have the opportunity to question any of us about those disclosures.

Council's decision in this matter, once reduced to writing, will be the City's final decision and may be appealed to the Land Use Board of Appeals by anyone with standing. To appeal the decision, you have to participate either orally or in writing while the record is open. Any issue you may wish to preserve for a subsequent LUBA appeal you must raise before us. Also, in any appeal to LUBA, you are limited to evidence you submitted during the City's local process while the record was open to new evidence. At present, the record is closed to new evidence.

Before Council tonight is an appeal of a planning commission decision to approve a Site Plan Review to construct a multi-family cohousing development called Adams Creek Cohousing - City File No. 2020-03.

Opponents to the development raise 15 issues in their appeal of the Planning Commission decision. This is an "on the record" appeal from the Planning Commission, which means that we do not allow any new evidence beyond what was heard and available to the Planning Commission. Participation in the hearing is limited to parties of record.

Mayor McBride read the rules and process regarding the public hearing. Script has been added to the record.

There were no questions or objections to the process from Council members.

Dan Bell stated he sent a letter earlier this morning asking whether or not the appellant rebuttal at the end of the process, was consistent with Hood River Code.

Kearns stated he saw Bell's request and he was aware of what the code provided. The code is not consistent with State Law when it comes to appeals by opponents of a permit that was granted to an applicant. Under Oregon Law, the applicant has burden of proof at all stages of a local appeal process. Therefore, the applicant gets the last rebuttal.

There were no other questions.

Mayor McBride stated Council will now consider File No. 2020-03, an Appeal of the Planning Commission's approval of a Site Plan Review application to construct a multi-family cohousing development. A quorum of the Council is present and asked all Councilors to disclose any ex-parte contacts, conflicts of interest and bias in this matter.

Councilor Zanmiller stated he is a direct neighbor of the property and he has participated in the Planning Commission process to date. He is going to recuse himself from this hearing.

Councilor Haynie stated he is also a direct neighbor of this property. For decades his father owned property to the immediately south of this property and grew up playing on this property. He has had contact with various people about this project. One of the people in favor of the project is his neighbor, Matt Green. He has had various discussions about this project. He has had conversations with AJ and Amy Kitt who are not listed, since they have moved out of the neighborhood. He has talked to them about some of their concerns. He has received mailings about the project because he lives near the project. He does not believe he has a particular bias one way or the other. However, he has thought about this and consulted with the City Attorney. He is leaning towards listening in and he will participate in the event of a tie vote, in a role of necessity. Given that he is a direct neighbor and a voice to create any appearance of bias. He lives here and all these people involved are his friends. He is inclined to listen to the proceedings and be available to vote, if required.

Kearns stated Council has been there before, tie vote situation. Anyone who comes back on will need to be aware of the proceedings, who said what and what the record looks like. It would make sense if needed to have Councilor Haynie since he has expressed, he is not bias either way. He has offered to come back under the role of necessity, cast a vote but not participate in deliberation. That is the category Councilor Haynie has put himself in and that seems fine.

Councilor Haynie confirmed that his preference is to recuse himself, unless he falls under the role of necessity.

Councilor Rivera stated she has no bias or conflict of interest in this matter.

Councilor Saunders stated in the past year she has heard from various people in the community that are for and against this project. There was no information provided to her that was not already in the packet. She does not believe those conversations led to any bias on her part.

Councilor Counihan stated in 2016, he participated in meetings with the group that is proposing this development. Back then, it was conceptual and land had not been purchased. He knows several of the individuals, but he has not spoken to them about this specifically.

Councilor Metta stated in 2018, she was invited to consider living there and attend an informational meeting. At that time, she stated no thank you and she did not participate in any meeting. Like other Councilors have stated, living in a small town she knows people on both sides of the issue but she has not spoken to anyone. She feels she does not have a bias and would address the proposal from what is in the record.

Mayor McBride stated she has no bias or financial interest. She knows some people on both sides that have given testimony. She looked at the co-housing website long before they had the site, to learn more about co-housing. That is the only contact she has had with this issue. She knows the person representing the appellant is Dan Bell. Bell took her job at Friends of the Columbia Gorge when she retired. He is now the director. She knows him because of that, and it has nothing to do with this land use decision. She has had no discussion with him.

There were no disqualifications from Councilors.

Mayor McBride asked if there was anyone from the audience that wanted to question anyone on Council on their disclosures or otherwise challenge the participation of any member of the City Council.

Jack Leonard – asked if Councilor Fuller had any disclosures. Mayor McBride clarified that Fuller is the City Manager, not a City Councilor.

Jennifer Kaden presented the staff report that described the application, the Planning Commission's decision and the 15 appeal issues in general. See packet materials for detailed information.

After the staff report Council discussed the procedural request to reopen the record at the end of the staff report.

Kearns reviewed the procedural issue of the applicant requesting that the record be opened to allow them to submit additional information, in response to the appeal issues. A lot of the appeal issues the appellant has raised say they would like more information and more detail. In the staff report, it was explained the code does not require that, certainly not at the preliminary stage of the land use process which it is. The applicant has offered, and the applicant has the burden of proof. They should give the applicant every opportunity to do that. Staff is suggesting allowing a two-week period for anyone to submit anything relevant to the appeal, including new evidence. The second period of one week to respond to things that come in during the first open record period. It is the hope that during the second period, that no new evidence comes in because that would give rise to the other side to review and respond to it. I would add an additional rotation of the revolving door of the record. State law gives anyone the right to ask that they be given the chance to respond to new evidence that comes in. It's a possibility but the hope is in order to stick to the schedule and get a deliberation and decision before the end of the year, that no new evidence comes in. After the second go around, there would be the applicant's final written rebuttal. The applicant has the burden of proving that all the criteria are met. Council should decide on the request, because if the record is going to be reopened, that would affect what people say in their verbal testimony tonight.

Zoe Lynn Powers, applicant's attorney had a procedural question. Responded to the comment made by Kearns about the 120-day period. Her client is willing to extend the deadline for the 120-day period.

Mayor McBride stated the first issue the Council will address, before Council gets to public testimony

on the merits of the appeal, is the applicant's request to reopen the record. Understanding that the appellants and all members of the public have a right to review and respond to any new evidence that comes in.

Staff recommends granting the applicant's request according to the following schedule:

- 2 weeks for new evidence and argument related to the appeal issues (Nov 23)
- 1 week for rebuttal and response to material submitted during the first 2 weeks (Nov 30)
- 1 week for the applicant's final rebuttal – no new evidence (Dec 7)
- Council reconvenes on Dec 14 to deliberate and decide the appeal – no testimony

Councilors discussed and agreed to the applicants' request.

Motion: I move to continue the hearing on File No. 2020-03 until December 14, 2020 no earlier than 6:00p.m. and reopen the record for File No. 2020-03 with the following schedule. 14 days to submit additional evidence and argument on the items identified in the appeal by 5pm November 23, 2020. followed by 7 days to submit responses to materials submitted during the first time period by 5:00p.m. November 30, 2020. Followed by 7 days for the applicant to submit a final statement by 5:00p.m. December 7, 2020.

First: Metta

Second: Saunders

Discussion: Mayor McBride clarified the motion stated was for written material only, all oral testimony will be taken this evening.

Vote: Motion passed (roll called)

Ayes: McBride, Saunders, Coughlin, Metta, Rivera

Nays: None

Abstentions: Zanmiller, Haynie

Excused: None

Mayor McBride opened the public testimony portion of the hearing.

APPALLENT:

Councilor received testimony from the appellant Dan Bell. Bell presented a PowerPoint presentation. PowerPoint was added to the record.

There were no questions for Bell by Council.

Jason Parker, Hood River, OR – addressed Council. He echoed Bell's comments and efforts.

NEUTRAL PARTIES:

Mark Zanmiller, Hood River, OR – stated he is not opposed to co-housing development. He does believe there are things that should be improved in the plan. Zanmiller reviewed those items. Zanmiller's full statement was added to the record.

OPPOSED OF THE APPEAL:

Nancy Roach and Greg Crafts, Hood River, OR – her husband has been involved with innovated housing in Hood River. They believe this project will add to Hood River.

APPLICANT:

Councilor received testimony from the applicant's attorney Zoe Lynn Powers, along with Jim Miller

(future owner) and Seth Moran (architect).

Miller explained how the vision for this project came about, the meetings, the growing interest, the challenges they faced, information about co-housing and the values they hold. Values: 1. Recognize relationships are the core of the community. 2. Respect and balance between privacy and interconnection. 3. Responsible stewardship.

Moran gave an overview on the Adams Creek Co-Housing proposal and reviewed project features relevant to the appeal items and the approval criteria. The PowerPoint was added to the record.

Powers concluded by addressing the needed housing in Hood River as stated in the 2015 Housing Needs Analysis. It states there is a lack of sufficient number of multifamily housing units in the City. The project is providing the needed housing under City law. The City may apply only clear and objective standards, conditions and procedures for the site plan review. The applicant has worked in good faith to cooperate with the City and the clients, ultimately this process has the effect that is prohibited by State law. Discouraging needed housing through unreasonable cost or delay. They understand a change on a nearby parcel can be undesirable to individual residents. Council looks more broadly to the needs to the community as a whole, including the need for multifamily housing. This project complies with code and implements the planned density that needs to be development on properties like this, with appropriate zoning to address Hood Rivers housing needs. They ask that Council uphold the Planning Commission unanimous decision and allow this group of owners to develop their future homes in Hood River.

There were no questions from Council.

SUPPORT THE APPLICANT and OPPOSED to the APPEAL:

Kathy Higgins, Hood River, OR – stated she is one of the founders and current Chair of the Hood River County Energy Council. She had three points to state. She addressed Items No. 7 and No. 8 regarding parking and traffic in the appeal, as well as Item No. 14 conflict of interest. Her final comment was about the design and intent of the project, specially to energy. She explained 80% of Hood Rivers electricity is fossil fuel based. When you add in direct fossil fuels in homes, the environmental impact really matters. In addition to design and intent, the focus of light land impact through shared housing buildings the AACH adopted a plan for high efficiency in all electric homes and buildings. That is a trend she would like the Council to hear; more than 30 cities in California have already adopted electric preferred policies and another 40 in process. This development is very forward looking and future proofing at a small spot in Hood River, that will be a model for others.

Heather Staten, Executive Direct of Thrive Hood River – stated this is housing Hood River really needs. Hood River has extraordinarily high housing costs. A lot of it is simple supply and demand. Too few homes have been built since the great recession. The 2015, the Housing Needs Analysis anticipated Hood River would produce 100 new homes a year but Hood River has not come close. In 2019, there were only 57 dwelling units built. Looking at recent history of multi-family housing is worse. It is not happening. This 2.36-acre property Zoned R-3 has been zoned that since at least 1980. The city's comprehensive plan has identified this property as a place where high density housing goes. She questioned if high density housing cannot be built, where it supposed to be built. This project proposes 25 dwelling units in a zone that would allow up to 65 units. If anything, there would be an argument that the project is not using the cities limited supply of high-density residential land efficiently, but the project is being underbuilt. She hopes neighbors can give this project a chance. She encouraged Council to uphold the Planning Commission's approval of this project.

APPELLANT REBUTTAL:

Dan Bell stated he was confused by the earlier motion about the open record. He asked if he could reserve his final rebuttal for the December 14 meeting, when all of the new information is submitted.

Mayor McBride stated all oral testify is being stated tonight. Anything that will be a rebuttal will be in writing.

Kearns stated it is up the Council but the open record Council established indicated would be in writing. This is an opportunity to make concluding verbal comments with the understanding that new information would be coming in and there could perhaps be a different form of written final, before the record closes at the end of this open record period. Unless Council changes the procedural ruling Council made.

Bell stated regarding the comment made that these are subjective impacts to neighbors, these are real impacts to the neighbors. It is indicative of the outreach the co-housing group continues stating they have done. Bell stated they have reached out to them, but they have never listened. They have not made changes to their plan, as a result to any of the conversations they have had with them. The outreach has not been a conversation. He wanted to reiterate the testimony proved by Jason Parker. He explained this is higher end housing, a condominium development. These units can be sold and transferred over time and become rentals; HOA agreements can change. He appreciates the community they are trying to build. We hold no will against that wish. He stated the applicant stated there are no impacts from the stormwater or other flow but there are no drawings to show this. Just because everything is flowing on the property, does not mean it is not going to get stopped at the property. He has heard the applicant talk about the standards they are exceeding. This came up during the Planning Commission hearing. The staff did not reside anything besides from the leading part of the property in a natural area and not building 65 units, where they were exceeding any standard of Hood River code. He would challenge them to identify what those might be because they have not become clear to them during these hearings. He thanked Council for their time. He hopes they take their concerns about consistency within code and State law to heart and think about whether or not the code needs a revision in order to address these issues.

APPLICANT FINAL REBUTTAL:

Powers asked Council if there are any specific questions or concerns, she can address. She wanted to speak to some broader themes in the appeal arguments. The opponents would like you to require compliance right now with all the final and technical engineering requirement, as your City Attorney outlined in his memorandum. That is simply not a part of the approval criteria for a preliminary site plan review. The planning staff, the Planning Commission and City Engineer all reviewed the submitted materials and determined they were sufficient to evaluate feasibility of compliance with the approval criteria. This goes to the checklist of items they brought up. She believes all of those items on the checklist are in the record. They will make that much clearer during the open record period, so the neighbors can see where it is represented. It is important to note the opponents have generally not identified specific issues with the project compliance, with the approval criteria. Rather where they got specific objections in this appeal, their directed to the code standards themselves. Such as how many parking spaces are to be provided or when an expensive traffic impact analysis is to be required by the City. Those code standards are not of issue here. Opponents find fault in how this project and the City have made changes responsive to their concerns. They talk about changes made along the way. They object that the stormwater plan changed but the changes in the stormwater plan reflect the cooperative attitude to working with the City and accepting feedback. Powers also addressed the driveway spacing standards. There are results of the collaborative

improvement of this project during the site plan review process. Needed housing does not mean rental control. It means the City has done an analysis of what their supply of housing is and what the demand for housing is in the City. There is an additional need of housing for these types, including multifamily. Overall, an appeal of a site plan review should be a process to raise specific concerns about compliance. The notice of appeal does not identify those specific Hood River Municipal Code sections that it relates to. They have responded to some of the code sections they think they are being responsive to, in their written materials. They will provide more during the open record period. This appeal is an effort to create a delay and increase the cost of the project, in the hope that it will go away. The owners here are not developers motivated by profit, their future homeowners motivated by creating community and building their dream homes. This is a really good project and that is why Planning Commission unanimously approved it. They ask that Council uphold the Planning Commission decision.

There were no additional questions by Council.

Mayor McBride announced Council will continue the hearing to 6:00p.m. December 14, 2020 and keep the record open according to the previously stated schedule.

WORK SESSION

- IV OPEN WORK SESSION – 8:19p.m.**
- V AGENDA ADDITIONS OR CORRECTIONS**
- VI DISCUSSION ITEMS**
- VIII ADJOURN WORK SESSION – 8:19 p.m.**

REGULAR COUNCIL MEETING

- I OPEN REGULAR COUNCIL MEETING – 8:19 p.m.**
- II AGENDA ADDITIONS OR CORRECTIONS**
- III CONSENT AGENDA**
 - 1. Change Order 6 Phase 1 Waterfront Storm Sewer Project, M. Janeck
 - 2. Award Professional Service Contract for Final Design for Cascade Ave. 15th to 18th Water and Sewer Replacement Project. M. Janeck
 - 3. Resolution 2020-21 for Inclusion Under the State of Oregon Deferred Compensation Plan, M. Morris

Motion: To approve the Consent Agenda.
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

IV REGULAR BUSINESS ITEMS

1. Energy Council Comments to the Public Utilities Commission

The Energy Council would like to submit comments on the Oregon Public Utilities Commission Implementation of Governor's Executive Order 20. The Energy Council would like to make sure the local governing bodies are on board with the comments. Harvey presented to Council on behalf of the Energy Council, regarding their request and to received feedback.

Councilor Zanmiller explained he believes the Energy Council should be more in line with other things that they do on Council. He believes they are doing good work, but he does not have a strong sense there is a good connection. Council adopted the plan and has taken the ownership of the City's membership in that so there is an expectation that Council plays a role when they mention the City of Hood River. If the City is going to be mentioned or ask for a letter to support what the Energy Council is doing, Council should review the draft first.

Councilor Rivera shared her thoughts and recommendations on communicating to the community and reaching out to the vulnerable populations.

Council agreed it would have been best if they had developed the letter that will go to PUC for Council review, before coming to Council with the ask.

Council discussed and authorized Mayor McBride to review the final comments to ensure the Council agrees with the statements and not conflict with any of the current City policies.

2. First Quarter Financial Performance Report, W. Norris

The First Quarter (Q1) Financial Report includes three months of financial data through 25% of the fiscal year. The attached report provides full-year estimates-to-close based on historical financial patterns, knowledge of upcoming expenditures, and actual spending and revenue received through September 30, 2020.

COVID-19 substantially and negatively impacted City revenues. The difference between pre- and post-pandemic forecasts show a revenue decline of \$1.7 million for FY2019-20 and FY2020-21 attributable to COVID-19. The City reacted in several ways. The most significant being a one-year pause to Urban Renewal division of tax, resulting in a projected General Fund revenue bump of \$560,000. This action also benefits overlapping taxing districts, including the County, Library, and Parks districts. The City received an allocation of Federal CARES Act dollars. However, this federal funding is limited to direct reimbursement for COVID-19 expenditures. 2/3rds of the City's CARES Act allocation was distributed as economic support to community partners. The remaining portion directly offset City COVID19 expenditures and did not help offset revenue losses.

Despite this extreme revenue shock, the City remains on stable operational footing due to cautious financial decisions over the last decade. As communicated in the FY2020-21 Budget Message, the City's financial position enables the organization to hold on major programmatic adjustments until the long-term financial impacts of COVID-19 come into focus.

General Fund Revenues

Property Taxes

FY2020-21 property tax collection starts in November. Without actual collection data, the Q1 Forecast defaults to the budgeted amount. As noted above, the FY2020-21 property tax receipts include an estimated \$560,000 attributable to the pause in Urban Renewal division of tax for all three districts. Monies attributable to the Heights and Waterfront districts will not continue into future fiscal years. The impact from the impending closure of the Columbia Cascade District is dependent on whether the Urban Renewal Agency chooses to administer a partial collection in FY2021-22 to bring the district to its full maximum indebtedness.

Transient Revenue Tax

The largest dollar impacts from COVID-19 are in Transient Lodging Tax (TLT). The City saw a 90% TLT reduction in May, 2020 vs. May, 2019. Revenue declines steadily lessened through the Fall, with September, 2020 tax returns being only 18% below September, 2019 tax returns. Initial October tax returns, associated with September stays, indicate the City may be posed for double dip as winter approaches and outdoor gorge activities slow. Alternatively, October's dip may be due to poor air quality from wildfires and not COVID19.

The Q1 Forecast assumes that TLT revenues will slightly worsen this winter and then slowly improve again in the Spring and Summer months. This forecast is modelled in the chart below. Dark blue months are actual figures and light blue months are Q1 Forecast assumptions. This forecast is subject to a high degree of uncertainty based on the trajectory of the COVID-19 pandemic.

Parking Meter Receipts & Municipal Court Revenue

The severity of parking meter and court revenue declines were a surprise and significant downward revision from the Adopted Budget. Meter receipts have remained roughly 50% below the prior year throughout the pandemic. Similarly, fewer traffic stops and ticketing for infractions are reducing Municipal Court revenue. Because each of these conditions have persisted from March through September, the forecast assumes continued softness through FY2020-21.

General Fund Expenses

Expenditures are largely trending within budgeted expectations. Under-spending noted for Fire, Police, and Parks are largely due to turnover, which replaces employees at the top of a pay scale with employees starting at the bottom of a pay scale, as well as several vacancies that have either been filled or soon will be.

The Q1 Forecast estimates that the General Fund Balance will decrease by approximately \$1.0 million. This is attributable to a \$736,601 PERS Side Account deposit and an estimated \$300,000 buydown of Fire/EMS compensated absence balances. Each payment reduces prior existing City liabilities and therefore is not an operating expense. A personal finance analogy is using savings to paydown debt.

The Q1 Forecast assumes that the City will not move forward with an additional \$250K locally funded economic development program because CARES Act dollars largely filled this need.

Other Major Revenues

COVID19 impacted both local and state gas receipts. State gas taxes are faring worse than local taxes, trending down year-over-year 23% (state) vs. 9% (local). It is possible that gas tax receipts will improve if the pandemic is substantially controlled in 2021. Conversely water revenues are up. The same phenomenon that had people flooding home improvement stores during the pandemic may have also increased landscaping projects and associated water use.

3. Fiscal Year 2020-21 Quarterly Supplemental Budget (Resolution NO. 2020-20), W. Norris

On June 8th, 2020, the Hood River City Council adopted the appropriations resolution governing the City's Adopted Budget for Fiscal Year (FY) 2020-21. Routinely mid-year changes in revenue or operating conditions require appropriation adjustments. ORS 294.471 allows the governing body of a municipal corporation to adopt a Supplemental Budget by ordinance or resolution. The City of Hood River has customarily grouped necessary adjustments as needed into quarterly supplemental budgets. This allows all adjustments to be considered in context of one another and their cumulative impact on the City finances.

The Supplemental Budget, Resolution 2020-20, makes the following adjustments:
GENERAL FUND

Repairs to Fire Engine #2 \$7,000

Fire Engine #2 was purchased in 2010 at a cost of \$551,744 and is scheduled for replacement 2032. A significant repair was needed to the Fire Engine's tie rods which are needed for steering. Resolution 2020-20 accesses budgeted contingency to pay for this unexpected maintenance cost.

RESTRICTED REVENUE FUND

Providence Homeless Services Grant \$ 25,000

The City is acting as a financial intermediary for a Providence Hospital Grant to improve local homeless services outreach. The supplemental budget budgets both these grant funds and expenditures.

UTILITY FUNDS

Emergency Sewer Line Repairs \$20,000

City crews responded to an emergency breach of a sewer line located near the wastewater treatment plant. The damaged line was stabilized, and Crestline Construction is currently working on its repair. Resolution 2020-20 accesses budgeted contingency in the Sewer Fund to pay for this unexpected repair work.

Motion: I move that City Council approve Resolution 2020-20, to make appropriations and adjust the adopted budget for Fiscal Year 2020-21.

First: Counihan

Second: Rivera

Discussion: None

Vote: Motion passed (roll called)

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

Nays: None

Abstentions: None

Excused: None

V REPORT OF OFFICERS

A. Department Heads

1. Council Work Plan Survey Released, R. Fuller

B. City Recorder
1. Reading – Ordinance

Motion: To read Ordinance 2057 (Nature’s Way Rezone) for the first and 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 2057 had passed its first and second reading and would become law in 30 days.

VI MAYOR

VII COUNCIL CALL

VIII ADJOURN – Adjourned by unanimous consent at 9:31 p.m.

Kate McBride, Mayor

Jennifer Gray, City Recorder

Approved by City Council on _____

**City of Hood River
City Council Work Session
November 23, 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

Absent:

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

Land Acknowledgement Statement and Pledge of Allegiance

II BUSINESS FROM THE AUDIENCE

WORK SESSION

THERE ARE NO WORK SESSION ITEMS SCHEDULED

REGULAR COUNCIL MEETING

I OPEN REGULAR COUNCIL MEETING – 6:02 p.m.

II AGENDA ADDITIONS OR CORRECTIONS

Fuller noted under Organization Updates, staff will be asking for a Council member to volunteer to participate in Planning Commission interviews.

III CONSENT AGENDA

1. Council Meeting Minutes –
October 13, 2020 Joint Meeting, October 26, 2020
2. 2nd and Oak Signalization ODOT Agreement, M. Janeck
3. Change Orders Phase 1 Waterfront Storm Sewer Project, M. Janeck
4. Kickstand Coffee – Parking Agreement with the City, D. Kearns

Councilor Zanmiller asked to discuss Item No. 2, 2nd and Oak Signalization ODOT Agreement before approving the consent agenda.

Motion: To approve the Consent Agenda
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

IV REGULAR BUSINESS ITEMS

1. Police Space Needs Analysis – Phase I Final Report & Presentation, W. Norris, N. Holste

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 provided 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 included in the staff report and a presentation 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 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 final report and City Council presentation from Mackenzie. Accept Mackenzie's final report with recommendations, either as presented or with modifications.

Jeff Humphries presented to Council. PowerPoints was added to the record.

Council discussed the recommendation and report provided by Mackenzie.

Norris explained tonight's presentation was an origination and wrap-up of prior work. The next step he will be writing an RFP for architectural and engineering firm proposals, for two concurrent but separate projects. One, doing the entire space needs process over again but with a City and County shared space. Two, moving forward with picking up preliminary design and cost estimation for the Columbia Lot but conjoined with replacement and ideally expansion of parking. The point of doing both of those simultaneously is to get prices on both. They can then hear from the County to know if they are in or out for the project. If the County is out, there will be no need to embark on another set of solicitation award. The alternative will be ready. He hopes to have a final draft in the next week or two.

Several Council members expressed their support for a joint facility with the County, with the understanding it will have a lot of moving pieces to determine and numbers.

Councilor Zanmiller stated Council members may need to work with County Commissioners to find out if the political will is there for a joint facility. He wants to make sure they are giving the joint project the chance it needs, to be a successful option but be prepared to make it a City facility if that is the solution.

Norris stated staff is giving full effort and that is why it is taking more time. He wants to make sure the RFP is very clear, well thought out and that it gives the City County option it's best chance.

There was discussion on when a good time would be to have a joint meeting with the County Commission, to discuss the RFP and determine what both entities want to do moving forward.

Fuller stated staff will have discussion to figure out where the County is at but suggested the Mayor have discussion with the County Chair to figure out when it's time to have a joint meeting and determine together what the outcome of that would be. Mayor McBride stated she will reach out to Chair Oats and report back to Council.

- Motion:** I move to thanked Mackenzie and accept the Final Hood River Police Needs Assessment and report recommendations.
- First:** Zanmiller
- Second:** Metta
- Discussion:** Councilor Haynie noted his interpretation is this is factual report and not an adopting report.
- Vote:** Motion passed (roll called)
Ayes: McBride, Zanmiller, Saunders, Counihan, Metta, Haynie, Rivera
Nays: None
Abstentions: None
Excused: None

2. Mosier IGA – Utility Meter Reading and Billing, W. Norris

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.

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.

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.

First: Saunders

Second: Rivera

Discussion: None

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

3. Homeless stakeholders and support, R. Fuller
Fuller stated this item is informational only. Staff has been working with community social service agencies to address homelessness.

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.

4. Report to Council Regarding Chamber Meeting, W. Norris, D. Nilsen

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.

Mayor McBride stated she understands these are temporary due to COVID-19, but if things continue into next summer and parking spaces are needed back, will the City reevaluate. Nilsen answered yes and he hopes these become less desirable or less necessary by summer. Mayor McBride wants it to be very clear these are temporary.

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

V ORGANIZATIONAL UPDATES

1. Special workshop for Rand Road Development

Staff will reach out to Council to schedule a special workshop meeting in December to discuss Rand Road Development.

2. Cancellation of December 28 meeting

3. Planning Commission Interviews

Planning Commission appointments will be on the December 14 agenda. Deadline to submit application is December 1. Interviews will be held prior the December 14 meeting. Nielsen asked Council to select a member of Council to participate in the

interviews, along with the Mayor and a staff member.

Councilor Metta nominate Councilor Counihan to participate in the Planning Commission interviews. Councilor Zanmiller second the nomination. Motion passed.

Gray will reach out to the interview panel to schedule the interviews.

VI MAYOR

1. Bridge Replacement Public Hearing Notice Flyer

Mayor McBride gave an update on the Bridge Replacement project.

2. Letter of Support for Regional Transportation System

Council agreed to sign the letter of support. Councilor Metta abstained from the decision to sign the letter due to her employer.

VII COUNCIL CALL

VIII ADJOURN – Adjourned by unanimous consent at 8:10 p.m.

Kate McBride, Mayor

Jennifer Gray, City Recorder

Approved by City Council on _____



LIQUOR LICENSE APPLICATION

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

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2nd Location	
<input type="checkbox"/> Brewery 3rd Location	Name of City or County:
<input type="checkbox"/> Brewery-Public House 1st Location	
<input type="checkbox"/> Brewery-Public House 2nd Location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 3rd Location	
<input type="checkbox"/> Distillery	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Commercial	By: _____
<input type="checkbox"/> Full On-Premises, Caterer	Date: _____
<input type="checkbox"/> Full On-Premises, Passenger Carrier	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	Date application received:
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	10-30-20
<input type="checkbox"/> Grower Sales Privilege 1st Location	By: RE
<input type="checkbox"/> Grower Sales Privilege 2nd Location	License Action(s):
<input type="checkbox"/> Grower Sales Privilege 3rd Location	A/Priv
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

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

Warin LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)		
Mugen Noodle		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
212 4th Street unit 2		
City	County	Zip Code
Hood River	Hood River	97031



LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Mugen Noodle			
6. Does the business address currently have an OLCC liquor license?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
7. Does the business address currently have an OLCC marijuana license?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 212 4th Street unit 2			
City Hood River	State OR	Zip Code 97031	
9. Phone Number of the Business Location 5415789142		10. Email Contact for this Application warinhoodriver@gmail.com	
11. Contact Person for this Application Panuwat Prasertyotin		Phone Number 5039199046	
Contact Person's Mailing Address (if different)	City	State	Zip Code

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

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.



(Applicant#1)

(Applicant#2)

(Applicant#3)

(Applicant#4)

OREGON LIQUOR CONTROL COMMISSION
LIMITED LIABILITY COMPANY QUESTIONNAIRE



Exp: 1-31-21

Please Print or Type

LLC Name: Warin LLC Year Filed: 2020

Trade Name (dba): Mugen Noodle

Business Location Address: 212 4th Street unit 2

City: Hood River ZIP Code: 97031

List Members of LLC:

Percentage of Membership Interest:

1. <u>Michael Phillips</u> (managing member)	<u>25%</u>
2. <u>Panuwat Prasertyotin</u> (members)	<u>75%</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

(Note: If any LLC member is another legal entity, that entity must also complete an LLC, Limited Partnership or Corporation Questionnaire. If the LLC has officers, please list them on a separate sheet of paper with their titles.)

Server Education Designee: _____ DOB: _____

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

Signature: Panuwat Prasertyotin President Date: 10/30/2020
(name) (title)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Warin LLC Phone: 5415789142

Trade Name (dba): Mugen Noodle

Business Location Address: 212 4th Street unit 2

City: Hood River ZIP Code: 97031

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11:30AM to 9:00PM
 Monday _____ to _____
 Tuesday 11:00AM to 9:00PM
 Wednesday 11:00AM to 9:00PM
 Thursday 11:00AM to 9:00PM
 Friday 11:00AM to 9:00PM
 Saturday 11:30AM to 9:00PM

Outdoor Area Hours:

Sunday 11:30AM to 9:00PM
 Monday _____ to _____
 Tuesday 11:00AM to 9:00PM
 Wednesday 11:00AM to 9:00PM
 Thursday 11:00AM to 9:00PM
 Friday 11:00AM to 9:00PM
 Saturday 11:00AM to 9:00PM

The outdoor area is used for:

Food service Hours: 11:00AM to 9:00PM
 Alcohol service Hours: 11:00AM to 9:00PM
 Enclosed, how _____

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

NA-RE (Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: 20 Outdoor: 16
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: _____(Y) X _____(N)
 Investigator Initials: RE
 Date: 10-30-20

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

Applicant Signature: Panuwat Prasertyotin President Date: 10/30/2020

1-800-452-OLCC (6522)

www.oregon.gov/olcc

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: Purchase of new 2020 Vactor 2100 Plus Combination Sewer Cleaner and Vacuum Excavation Vehicle

Background: The City's fleet includes two combination sewer jetter/vacuum vehicles, both manufactured by the Vactor Company. These vehicles are used during all seasons to clean (jetting), and vacuum removal of the substantial amount of debris that accumulates within storm and sanitary sewer pipes, and catch basins. In addition, these vehicles are relied upon for a substantial amount of excavation necessary for many projects including water main breaks and utility locationing during construction projects. There is a direct connection between jetting and collection of sewer debris, including FOG created by industry and restaurants, and the efficient functioning of the City's sewer systems. There is also a direct connection between hydro-excavation during construction projects and the safety and efficiency of the public works employees.

Our current combination vacuum/jetter sewer cleaning machines create high pressure water, delivered through the jetter wand, to clean the sides and interiors of storm and sanitary sewer structures and lateral pipes. The jetter is also instrumental in loosening up soil to more easily vacuum debris and soil during excavations. The vacuum suction is created by a three stage fan unit and allows debris removal from excavations and sewer structures and deposit such in the debris tank. Because our vacuum/jetter is similar to a hydro excavator and there is a need to reduce the risk of hitting a utility line, water and sewer operators have been exposing utilities and exposing water leaks with the current machine in approximately 95% of our excavations. While this method has led to increased productivity, safety, and substantially less utility hits, the vacuum/jetter being replaced is relatively aged and was not designed to perform this kind of work and has been repaired numerous times.

The reason for most of the repairs and downtime is due to the machine filtration system which has problems dealing with larger excavation debris such as rocks compared to the mostly smaller and softer debris vacuumed up in sewer structure cleaning operations. The difference in debris size and weight creates abrasion deterioration, shortening the life of the current vacuum/jetter fan assembly, extension arm, and related components because these items were not

manufactured for the larger material vacuumed through the system. The fan unit is often damaged due to accelerated component abrasion.

The vehicle proposed to be replaced was purchased in 2012, has surpassed its useful life as a front-line combination jetter/vacuum vehicle, and is scheduled for replacement during FY2021 through the City's vehicle replacement program.

The new jetter/vacuum vehicle will be more energy efficient, require less maintenance, and will be able to handle any hydro-excavation as necessary. Public Works fleet personnel are satisfied with the operations and design improvements relative to Vactor manufactured combination vehicles.

The City will be purchasing the new Vactor combination jetter/vacuum vehicle based on a contract price obtained by Owen Equipment through the Sourcewell Cooperative Purchasing Agency, a non-profit agency that facilitates a nationwide competitive bidding and contracting process on behalf of its members, including Hood River. In this case, Sourcewell has provided a public bid price for the vacuum/jetter, and if approved, the City will take receipt of the new vehicle in May or June, 2021. The vehicle dealer, Owen Equipment of Portland, has agreed to the purchase and will perform additional work as indicated in the attached contract. Public Works intends to trade in or auction the existing jetter/vacuum vehicle in order to reduce funding outlays.

Staff Recommendation: Owen Equipment has been selling vehicles to the City for numerous years. The attached combination jetter/vacuum specifications reflect those necessary for municipal operations Hood River, and do not contain superfluous features and options.

The Director of Public Works recommends purchase of a new 2020 Vactor combination sewer cleaner and vacuum vehicle as described in attached contract.

Suggested Motion: I move that we authorize the Public Works Director to purchase one (1) 2020 Vactor 2100 Plus Combination Sewer Cleaner and Vacuum Excavation Vehicle for a total not to exceed \$406,839.00. With the expected trade-in value of \$80,000, total City expenditure will be approximately \$320,839.

Alternatives: Continue to repair existing 2012 Vactor combination jetter/vacuum vehicle for an additional one or two more years.

Fiscal Impact: The publicly bid contract price for the proposed 2020 Vactor 2100 Plus Combination Sewer Cleaner and Vacuum Excavation Vehicle is \$406,839.00 and \$377,201.00 has been set aside in the Vehicle Replacement Program for this purchase. Trade in value for the existing vehicle was expected to be \$50,000, however Public Works has been able to obtain a minimum trade in value of \$80,000, with the possibility of as much as \$130,000 for a trade in.

Attachment: Attached is the contract and specifications associated with the proposed purchase. The purchased vehicle will receive City of Hood River specific decals.



Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Truck Chassis

for

City of Hood River
Hood River, OR
Sourcewell Contract #FSC-122017

Re-sale on
26

List Summary

Order Qty	Part Number	Description	List Price
1	2105P-18	2100i PD, 18" Vacuum, 5-yard Debris, Combo	\$241,959.00
1	2014PSTD	1000 Gallons STD (5 yard)	\$0.00
1	5002PA	80 GPM/2500 PSI	\$0.00
1	010PSTD	48w x 22h x 24d Curbside Toolbox	\$0.00
1	011PSTD	Aluminum Fenders	\$0.00
1	012PSTD	Mud Flaps	\$0.00
1	014PSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016PSTD	Color Coded Sealed Electrical System	\$0.00
1	019PASTD	Intuitouch Electronic Package	\$0.00
1	020PSTD	Double Acting Hoist Cylinder	\$0.00
1	025PASTD	Handgun Assembly	\$0.00
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030PSTD	Flexible Hose Guide	\$0.00
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045PASTD	Suction Tube Storage - 2 Pipe	\$0.00
1	046PSTD	1" Nozzle Pipe	\$0.00
1	048PSTD	10' Leader Hose	\$0.00
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005PSTD	Dual Stainless-Steel Float Shut Off System	\$0.00
1	1016PSTD	Micro-Strainer Prior to Blower	\$0.00
1	1024PSTD	Debris Body Vacuum Relief System	\$0.00
1	1031PSTD	Debris Deflector Plate	\$0.00
1	1032PSTD	48" Dump Height	\$0.00
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	\$0.00
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	\$0.00
1	2022PSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023PSTD	Liquid Float Level Indicator	\$0.00
1	3019PSTD	Digital Water Pressure Gauge	\$0.00
1	4006PSTD	Joystick Boom Control	\$0.00
1	4010PSTD	Boom Hose Storage, Post	\$0.00
1	4022PSTD	Telescopic Boom Elbow, Standard	\$0.00
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
1	5011PSTD	3" Y-Strainer @ Water Pump	\$0.00
1	5012PSTD	Performance Package	\$0.00
1	5014PSTD	1" Water Relief Valve	\$0.00
1	5015PSTD	Midship High Pressure Coupling	\$0.00
1	5019PSTD	Chassis Engine Cooling Package	\$0.00
1	5022PSTD	Side Mounted Water Pump	\$0.00
1	6005PDSTD	Digital Hose Footage Counter	\$0.00
1	6007PSTD	Hose Reel Manual Hydraulic Extend/Retract	\$0.00
1	6009PSTD	Hose Reel Chain Cover	\$0.00
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	\$0.00
1	6017PSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	7001PSTD	Tachometer/Chassis Engine w/Hour Meter	\$0.00

1	7003PSTD	Water Pump Hour Meter	\$0.00
1	7004PSTD	PTO Hour Meter	\$0.00
1	7005PSTD	Hydraulic Oil Temp Alarm	\$0.00
1	7007PSTD	Tachometer & Hour Meter/Blower	\$0.00
1	8000PSTD	Circuit Breakers	\$0.00
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00
1	9002PSTD	Tow Hooks, Front	\$0.00
1	9002PSTD	Tow Hooks, Rear	\$0.00
1	9003PSTD	Electronic Back-Up Alarm	\$0.00
1	9021PSTD	Camera System, Rear Only	\$0.00
1	S390ASTD	8" Vacuum Pipe Package	\$0.00
1	S560STD	Emergency Flare Kit	\$0.00
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.00
1	1003P	Debris Body Washout	\$1,546.00
1	1003PB	Rear Door Valve Flush Out	\$423.00
1	1007PA	6" Rear Door Butterfly Valve w/Port & Fixed Basket Screen, 6:00 position	\$1,051.00
1	1009PD	Full Rear Door Swinging Screen	\$788.00
1	1014P	Centrifugal Separators (Cyclones)	\$5,405.00
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe	\$1,072.00
1	1015PA	Folding Pipe Rack, Street Side, 8" Pipe	\$1,072.00
1	1015PBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe	\$0.00
1	1022P	Rear Door Splash Shield	\$1,574.00
1	1023P	Lube Manifold	\$2,337.00
1	1023PA	Plastic Lube Chart, included with Lube Manifold	\$0.00
1	1025P	Flat Rear Door Ports	\$250.00
1	3020P	Digital Water Level Indicator	\$688.00
1	3021P	Digital Debris Body Level Indicator	\$922.00
1	4015P	180 deg. 10ft Telescoping Boom	\$15,646.00
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,184.00
1	4013P	Rotatable Boom Inlet Hose, Telescoping Boom	\$579.00
1	4020P	Anti-Splash Valve	\$384.00
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes	\$3,936.00
1	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$927.00
1	6004PA	Hose Wind Guide (Dual Roller), Auto, Non-Indexing with Pinch Roller	\$4,774.00
1	6014PA	2 High Pressured Hose Reels	\$2,875.00
1	6019P	Rodder Pump Drain Valves	\$500.00
1	6026P	Washington State DOT Legal Front Hose Reel	\$0.00
1	8001PB	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights	\$2,062.00
1	8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$362.00
1	8007PC	Strobe Light, LED, Rear, Federal Signal, Amber	\$1,072.00
1	8008PA	Brackets and Wiring for Customer Installed Strobe/Revolving Light, Cab Guard	\$437.00
1	8020PM	Federal Signal Strobe Lights - 4 Light LED System	\$650.00
1	8028P	Work Lights (2), LED, Telescoping Boom	\$805.00

1	8029P	Work Lights (2), LED, Rear Door	\$654.00
1	8029PA	Work Light, LED, Operators Station	\$657.00
1	8030P	Hose Reel Wrapped for Delivery	\$0.00
1	9023P	Safety Cone Storage Rack - Drop in Style	\$165.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers	\$1,997.00
1	9071PF	Toolbox, Behind Cab - 14w x 36h x 96d	\$3,210.00
1	9074PA	Toolbox, Driver Side Subframe, 18w x 24h x 24d	\$1,333.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	P124STD	Vactor 2100i Body Decal, Standard	\$0.00
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	Chassis- Mod	Chassis Modifications Charges	\$200.00
		*****Non-Contract Items*****	
1	R15264	Cam-Lok Connection for 6" Butterfly Valve	\$1,143.00
1	PAFS370A-CH	Vactor Supplied Chassis, Single Axle, 2021 Freightliner 114SD SBA, 370 HP, Auto, 46,000 GVWR, GHG	\$104,815.00
1	VDS-153	Freight Charges	\$4,550.00

Chassis Source - Vactor Supplied
Module Paint Match Cab - Yes
Module Paint Color - White
Cab Color - White
Certified Unit Weights Required? - No

Chassis Note: None

Factory Price:	\$305,496.00
Chassis Price:	\$104,815.00
Sourcewell Discount:	-\$9,165.00
Non-Contract Items:	\$5,693.00
	Total Price:
	\$406,839.00

Price valid for 30 Days from date of 9/11/2020

PROPOSAL DATE: 9/11/2020

QUOTE NUMBER: 2020-37626

Price List Date: 7/1/2019

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment

F.O.B. POINT: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to

any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENT: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREE THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this

TERMS AND CONDITIONS

agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____



Wednesday, November 25th, 2020

Adolfo Marquez
City of Hood River
1200 18th St.
Hood River, OR

Dear Adolfo,

Owen Equipment Company would like to make the below offer to the City of Hood River for your 2012 Vactor 2100 Plus.

1. We have an opportunity to sell the Vactor we have been discussing that would allow us to offer The City of Hood River \$130,000.00 you requested for this truck. If we can close this sale we would need to purchase and receive your Vactor by January 31st, 2021. It must be in a like condition & clean as it was when I inspected and took photos. Owen will be able to advise if this sale was able to be closed by sometime in Mid-December 2020.
2. If we cannot close this sale, we will honor our previous offer of \$80K as a trade for a new Vactor.

If you agree to the above terms, please sign and date below.

Please feel free to call me at (971)282-1499 or email me at spatrick@owenequipment.com.

Best regards,

Shawn Patrick

Shawn Patrick
Owen Equipment Co.



Environmental Sales • Service • Parts • Rentals

Signature

Pub. Works Dir

Title

11-25-20

Date

Portland - 13101 NE Whitaker Way | PO Box 30959 | Portland, OR 97294 | (503) 255-9055

Kent - 8721 S 218th St | Kent, WA 98031 | (253) 852-5819

Fairfield - 1085 Horizon Drive | Fairfield, CA 94533 | (707) 422-2333

Salt Lake City - 1220 South Legacy View St., Salt Lake City, UT 84104 | (801) 975-0400

Corporate - 4201 NE 66th Avenue, Ste 105, Vancouver, WA 98661

www.owenequipment.com

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: 2nd and Oak Signalization Final Engineering Proposal
Amendment #4 to Kittelson & Associates Contract

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.
- On November 23, the City council Agreed to fund engineering review by ODOT of the existing preliminary design documents and signal system review during construction.

Kittelson & Associates has submitted a proposal for additional engineering work associated with Final design documentation and bid management. Previously, since 2017, three (3) different contract sections have been completed at a cost of \$82,070. This 4th Amendment to the current Contract will add \$56,097 to the overall Contract which will increase to \$138,167. Final engineering and bidding work includes numerous hours with ODOT personnel to review the specifications, Geotech investigation for the proposed signal pole foundations, signal interconnect work, and final plans, estimates and public bid assistance.

Staff Recommendation:

Approve the Kittelson & Associates proposal as attached.

Suggested Motion:

I move that we approve the 4th Amendment to the profession services contract with Kittelson & Associates at a cost of \$56,097, for final engineering documents necessary for the 2nd Street and Oak Street intersection sidewalk and signalization improvements.

Alternatives:

Do not approve the 4th Amendment to the Kittelson Contract concerning the 2nd Street and Oak Street sidewalk and signalization improvements and reconsider the project.

Fiscal Impact: An additional cost of \$56,097 in professional engineering fees for this project. **The 2nd & Oak Signalization FY2020-21 Project Budget is \$325,000 in the Road Fund, System Development Charge Sub-fund**

Attachment: 4th Amendment of the Kittelson Professional Services Agreement.

November 24, 2020

Project #: 207940.000

Mr. Mark Janeck
City of Hood River
1200 18th Street
Hood River, OR 97031

RE: 2nd & Oak Intersection Improvements

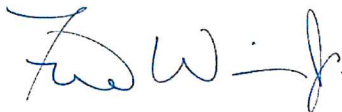
Dear Mark:

This letter formally requests your authorization of an additional \$56,097 in fees and reimbursable expenses for services associated with our firms' continued involvement in the proposed signalization of the intersection of 2nd and Oak.

Please review the attached AMENDMENT #4 to the Professional Services Agreement. If AMENDMENT #4 is satisfactory, please return a signed copy electronically. One executed original will be returned for your records. If you have any comments or questions, please do not hesitate to call.

Sincerely,

KITTELSON & ASSOCIATES, INC.



Project Manager
Fred Wismer, P.E.
Associate Engineer

Project Principal
Tony Roos, P.E.
Principal Engineer

AMENDMENTS TO PART “A” SCOPE OF WORK

PROJECT UNDERSTANDING AND ASSUMPTIONS

This amendment will assist in the procurement of a miscellaneous ODOT permit for the approval of the proposed intersection improvements and signalization at 2nd and Oak. Additionally, this amendment will include full a plan, specification, and estimate (PS&E) package for public bid by the City. The following summarizes the additional work to gain approval from ODOT region staff.

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

Task 1.1 Project Management

Consultant shall:

- Complete subconsultant management tasks as required for completion of signal foundation design services.
- Prepare monthly invoices and progress reports, invoices shall provide a breakdown of time spent on items associated with each task. Consultant assumes a 6-month timeframe for the project to be designed, permitted, and advertised for construction.
- Create a project-specific quality management plan. Quality control activities will be completed for each permit submittal and deliverable.

Task 1.2 Project Coordination Meetings

Consultant shall:

- Provide up to eight (8) hours of permit coordination with ODOT Region staff to gain project approval.
- Provide up to six (6) hours of project coordination with City staff for the preparation of the PS&E package.

Task 1 Deliverables

- Monthly Progress Reports
- Monthly Invoices
- Coordination Meeting Notes

- Prepare the design for up to two (2) dual mast arm signal poles (non-standard) per ODOT design requirements.
- Prepare appropriate signal design construction plans per ODOT design requirements.

Task 2 Deliverables

- Geotechnical Design Report in PDF format
- Traffic Signal Foundation Design Report & Plans in PDF format

TASK 3 FINAL DESIGN

This task includes the preparation of the final construction documents necessary to solicit permits and advertise for construction bids. We anticipate the following construction sheets being required on 11"x17" sized plans:

Sheet Series Title	Number of Sheets
Cover, Legend, Index	2
Typical Sections	2
Details	6
Traffic Control / Temporary Pedestrian Access Route Plans	8
Grading & Erosion Control	4
Detailed Grading (Curb Return)	8
Construction Plan & Profile	3
Signing & Striping Plans	3
Traffic Signal & Interconnect Plans	6
Total	42

Task 3.1 Construction Plans

Consultant shall prepare construction drawings for the proposed improvements. The following tasks shall complete the final construction plans for the project:

- Prepare and organize all construction drawings per ODOT’s Contract Plans Manual. Identify which ODOT standard drawings are needed. The construction plans format shall be in accordance with ODOT standards. Details shall show pay limits for the bid items.

Project Budget Form

Project Name: 2nd & Oak Intersection Improvements
 Project Manager: Fred Wismer, P.E.
 KAI Project Number: 207940.000
 Date: Nov 24, 2020

LABOR ESTIMATE - 2nd & Oak Intersection Improvements

Task	Notes	Staff										Work Task/ Task Hours	Work Task/ Task Cost						
		Reas, Tony	Wimer, Fred	Con, Celso	Cullmore, Brad	Sid, Kaaden	Principal	Senior Associate	Project Manager II	Staff III	CAD			Senior Project Assistant/ Tech. Editor	Project Assistant/ Tech. Editor	Support Staff	Hinkins, Roy	Phaup, William	Domingo, Michael
1 Project Management & Coordination																			
	Indices and Progress Reports																		
	Project Coordination		3																
	Coordination Meetings		2																
	Reimbursable Expense		14																
	Task #1 - Subtotal	0	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2 Field Investigations & Reports																			
	Geotechnical Engineering																		
	Traffic Signal Foundation Design																		
	Reimbursable Expense																		
	Task #2 - Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3 Final Design																			
	Construction Plans	4	16	24	40														
	Construction Specifications	2	12																
	Construction Estimates	2	4																
	Reimbursable Expense																		
	Task #3 - Subtotal	8	32	24	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4 Bidding Support																			
	Bidding Support	2	8	8															
	Reimbursable Expense																		
	Task #4 - Subtotal	2	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL HOURS		10	59	32	40	2	2	2	4	16	14	14	2	2	2	1	1	1	1
LABOR RATE		\$250.00	\$215.00	\$160.00	\$130.00	\$110.00	\$146.30	\$180.40	\$224.40	\$180.40	\$146.30	\$111.10	\$111.10	\$106.70	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
LABOR COST		\$2,500	\$12,685	\$5,120	\$5,200	\$220	\$293	\$493	\$898	\$2,886	\$2,048	\$222	\$222	\$213	\$192.50	\$84.70	\$85	\$85	\$85
TOTAL REIMBURSABLES																			
TOTAL KAI FEES																			
TOTAL SUB FEES																			
TOTAL PROJECT BUDGET																			

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL KAI FEES	\$25,725
TOTAL SUB FEES	\$10,372
TOTAL PROJECT BUDGET	\$56,097

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020
To: Honorable Mayor and City Council
From: Jennifer Gray, City Recorder
Subject: Official Abstracts for the City of Hood River General Election

Background: The City received the certified abstracts for the November 2020 General Election from the Hood River County Elections Office.

Staff Recommendation: Approved the certified abstracts Resolution 2020-22 on tonight's consent agenda.

Suggested Motion: n/a

Alternatives: n/a

Fiscal Impact: n/a

Environmental Impact: n/a

Attachments:

1. Email from Darlene Johnson, Deputy Director Records and Assessment
2. Certified abstracts from 2020 General Election
3. Resolution 2020-22

Jennifer Gray

From: Darlene Johnson <darlene.johnson@co.hood-river.or.us>
Sent: Friday, November 20, 2020 1:53 PM
To: Jennifer Gray
Cc: Brian Beebe
Subject: Hood River County Certified Abstract
Attachments: City of Hood River Certified Abstract.pdf

Hi Jennifer,

I am sending you a certified copy of the Abstract of the City of Hood River Mayor and City Council races in the mail. Here is a digital copy for your records also.

Thanks,



DARLENE R. JOHNSON | *DEPUTY DIRECTOR*

DEPARTMENT OF RECORDS & ASSESSMENT

darlene.johnson@co.hood-river.or.us

www.co.hood-river.or.us

601 STATE STREET | HOOD RIVER, OR 97031

541-386-4522 main | 541-387-6855 direct

541-387-6864 Fax

Hood River County
November 3rd, 2020 General Election
All Precincts, All Districts, All ScanStations, City of Hood River, Council Members, City of Hood River,
Mayor, All Boxes
City of Hood River

Page: 1 of 1
2020-11-19
13:25:35

Total Ballots Cast: 4652, Registered Voters: 15735, Overall Turnout: 29.56%
13 precincts reported out of 13 total

<u>Choice</u>	<u>Votes</u>
---------------	--------------

All Precincts

City of Hood River, Mayor (Vote for 1)

4652 ballots (0 over voted ballots, 0 overvotes, 704 undervotes), 5398 registered voters, turnout 86.18%

Kate McBride	2546
Dani Correa	1379
Write-in	23
Total	3948
Overvotes	0
Undervotes	704

City of Hood River, Council Members (Vote for 3)

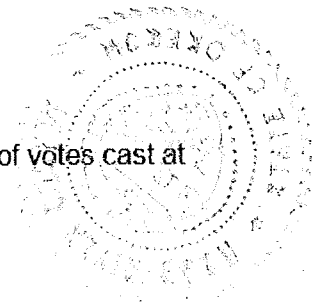
4652 ballots (4 over voted ballots, 12 overvotes, 3344 undervotes), 5398 registered voters, turnout 86.18%

Brian Towey	1495
Mark Zanmiller	1887
Gladys Rivera	2287
Susan Johnson	1676
Don Harring	931
Megan Saunders	2272
Write-in	35
Write-in	10
Write-in	7
Total	10600
Overvotes	12
Undervotes	3344

I certify the votes recorded on this abstract correctly summarize the tally of votes cast at the November 3rd, 2020 General Election.



Brian Beebe, Director Records/Assessment



RESOLUTION NO. 2020-22

RESOLUTION CANVASSING RESULTS OF THE GENERAL ELECTION FOR MAYOR AND COUNCIL POSITIONS HELD IN THE CITY OF HOOD RIVER, OREGON ON NOVEMBER 3, 2020

WHEREAS a General Election was held on November 3, 2020 in the City of Hood River, Oregon wherein voters of the City balloted for the election of Mayor and three Councilors; and

WHEREAS there is on file in the Office of the City Recorder, certified election results filed by the County Clerks of Hood River County and it is necessary that the Council canvass the results of said election; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The Council hereby finds that the following summary constitutes a true and accurate statement of the election results:

<u>MAYOR</u>	Kate McBride	2546
<u>COUNCIL Position:</u>	Mark Zanmiller	1887
<u>COUNCIL Position:</u>	Megan Saunders	2272
<u>COUNCIL Position:</u>	Gladys Rivera	2287

Adopted by the City Council this 14th Day of December 2020.

Section 2. This resolution is effective upon adoption.

Kate McBride, Mayor

Attest:

Approved as to form:

Jennifer Gray, City Recorder

Daniel Kearns, City of Attorney

CITY COUNCIL WORKSHOP COVER SHEET

Meeting Date: December 14th, 2020
To: City Council
From: Dustin Nilsen, Director of Planning
Subject: Planning Commission Selection

Background:

The Planning Commission is an advisory body to the City Council on matters of growth and development. The Planning Commission has a formal role in the land development process, including in the quasi-judicial review process. The Planning Commission is comprised of 7 volunteer positions with rotating terms. Currently there is one Planning Commission vacancy and one position that has expired.

The City maintains a standing advertisement and call for planning commission candidates on the website, and earlier this year published the Planning Commission opportunity on social media and in local news outlets. All candidates that applied were interviewed by the Council's selection committee comprised of the Mayor, Councilor Tim Counihan, and the Director of Planning. Each candidate was interviewed and ranked based on qualifications, eligibility, and ability to serve the needs and roles of the Commission.

The applications (unranked) have been included in the Council packet for review. At its last discussion, Council provided the committee the option to make a recommendation of a candidate or candidates prior to Council selection and appointment.

Candidate Recommendation: Based on the committee interviews the consensus opinion and highest-ranking candidate, Sue Powers is recommended to Council for reappointment. In addition to the reappointment, and to fill the currently vacant position, the committee recommends that Amy Schlappi be appointed.

Sue has served on the Planning Commission for the last 4 years and works for Northern Wasco PUD. Sue lives within the Urban Growth Area of the City, which is permitted for up to 2 members of the Planning Commission.

Amy has a Bachelor's of Science in Urban Planning, a Masters of Science in International Planning and Development, 8 years of transportation operations and management experience.

Council Selection: Council may choose to accept the recommendations, interview the recommended candidates, or select a candidate or candidates to interview prior to making appointments.

Staff Recommendation: Staff recommends that the Council reappoint Sue Powers to the Planning Commission and appoint Amy Schlappi.

Suggested Motion: I move to accept the recommendation and reappoint Sue Powers to and appoint Amy Schlappi to the Hood River Planning Commission.

Alternative Motions:

I move to interview the recommended candidates before the Council prior to reappointments.

I move to interview a selection of candidates before the Council prior to reappointments.

I move to interview all candidates before the Council prior to reappointments.

Fiscal Impact: None

Attachments: Planning Commission Applications Received.

CITY OF HOOD RIVER PLANNING COMMISSION APPLICATION

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

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

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

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

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

NAME: Amy Schlappi

ADDRESS: 4th Street

Hood River, OR 97031

MAILING ADDRESS: 4th Street

Hood River, OR 97031

PHONE: _____

CELL PHONE: _____

OTHER PHONE: _____

EMAIL: @gmail.com

OCCUPATION: Planning and Development Manager at Hood River County Transportation District (dba Columbia Area Transit)

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

I have a Bachelors of Science in Urban Planning and Masters of Science in International Planning and Development. I have lived in large cities within the United States and abroad and have had the opportunity to learn about transportation and land use, but also experience how different approaches to Transportation and Land Use Planning can affect the quality of life of city residents. City zoning and the comprehensive plan can be very important tools to shape a city in a coordinated manner that meets the goals of its residents and protects natural resources.

It is my belief that Hood River and the Urban Growth Area is at a pivotal point within its development and its important for community members to be engaged as development occurs to ensure many different types of voices are heard. As a Hood River Resident who hopes to work, play, and live here for many years to come I would like to see Hood River and its Urban Growth Area be a region where all community residents have the ability to thrive. If I were selected as a Planning Commissioner I would like to lend my voice where appropriate, support the comprehensive plan, follow city and state laws, and be a staunch supporter of our community.

2. What skills can you offer the Planning Commission?

- Bachelors of Science in Urban Planning
- Masters of Science in International Planning and Development
- 8 plus years of transportation operations and management experience
- Critical thinking and problem solving skills

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

I am conscientious of others and believe it is important to look at issues through the lens of underrepresented groups. If I were to be appointed as a Planning Commissioner, I would make decisions based on Oregon Laws, City of Hood River Laws, and approved city plans, but also do my best to represent groups that may not have a strong voice.

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

1. Patty Fink
2. Kathy Fitzpatrick
3. Leticia Valle

Your signature allows the City to contact references.

CITY OF HOOD RIVER PLANNING COMMISSION APPLICATION

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

NAME: Danielle Theodore

ADDRESS: Hood River, OR 97031

MAILING ADDRESS: _____

PHONE: _____

CELL PHONE: _____

OTHER PHONE: _____

EMAIL: ' @gmail.com

OCCUPATION: Engineer, Business Owner

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

My husband and I are new to Hood River, we instantly fell in love with the city, gyms, restaurants, schools, the atmosphere, as well as the overall community vibe. Having relocated during a pandemic, I have a unique understanding of issues facing the community. We even had our wedding ceremony at the Columbia Gorge Hotel in August and it was simply magical, hiring only local businesses. Having so many big life changes during the pandemic, I was able to see first-hand how local ordinances and laws affect the community. It is important to listen and understand the needs of the community in order to help Hood River as a whole.

I feel that given the honor of joining the Planning Commission Committee I would be able to help facilitating the continued growth of Hood River as a world-renowned destination, while still retaining its small town charm. Given the recent rapid growth in Hood River, the right improvements to the public infrastructure and amenities, such as parks, streets, childcare centers, housing divisions and major land uses are vital. If I was given the opportunity to join the planning commission I would be able to help ensure the attainment of the long-term goals of the Hood River City Council and Planning Commission.

2. What skills can you offer the Planning Commission?

- As a project lead for a large engineering company and a business owner, I have extensive background in planning, coordinating, and executing large scale projects.
- As a certified Cost Account Manager (CAM) I understand the cost structure and feasibility of completing large scale projects.
- I am familiar with budget allocation, forecasting the lengths and efforts for tasks, creating schedules as well as tracking the metrics to help ensure the project timeline.
- As a business owner I am knowledgeable with demographics and psychographics, which enable me to understand the community and its needs.

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

- Project Manager
- Business Owner
- Experienced with local laws and ordinances
- Knowledgeable with home renovations, planning variances, permits, etc.
- Cost Account Manager (CAM)
- Systems Engineer versed in project planning

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

1. Lindsey Clark

-

2. Andrea Akins

-

3.

Dana Kriendler

Danielle Theodore

Your signature allows the City to contact references.

CITY OF HOOD RIVER PLANNING COMMISSION APPLICATION

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

NAME: MariRuth Petzing

ADDRESS: Hood River, OR 97031

MAILING ADDRESS: Hood River, OR 97031

PHONE: _____

CELL PHONE: _____

OTHER PHONE: _____

EMAIL: @gmail.com

OCCUPATION: Attorney

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

Land use forms the basis for how and for who a community functions. I feel strongly about living in a community that works for all, which means a diverse and affordable housing stock, transportation options, economic opportunities, as well as public spaces for nature and recreation, done in a sustainable way. Land use has a direct impact on all of our lives but when it works well it is often invisible. I enjoy behind the scenes work. I see participation on the Planning Commission as a way I can use my skills to help create the community that meets everyone's needs.

2. What skills can you offer the Planning Commission?

Fitting all of the important pieces of our community together is complicated and requires both creativity and compromise and a willingness to delve into details. As an attorney I am used to applying legal criteria to a set of facts and am familiar with the process of adjudication and appeal. I understand and value the creation and maintenance of a public record. I am fluent in English and Spanish and have experience with community outreach and education in both languages. My training and experience in mediation and negotiation help me to listen attentively and to approach conflict with an eye towards speaking to each person's concerns instead of picking winners and losers. In my professional capacity as a civil legal aid attorney, I have some insights into challenges facing many of those who live and work in Hood River. Perhaps most importantly, I am eager to learn.

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

I bring a lens of looking for whose voices are missing from whatever process I am a part of. To that end, I want to encourage the Council to seriously consider candidates from communities that are not well represented, including Black, Indigenous and People of Color, renters, young people, and those with disabilities. I would ask to withdraw my candidacy rather than be selected over missing voices.

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

1. Sarah Kellems

2. Jean Sheppard

3. Juan Reyes

s/ MariRuth Petzing

Your signature allows the City to contact references.

CITY OF HOOD RIVER PLANNING COMMISSION APPLICATION

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

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

NAME: Richard Sabo

ADDRESS: Hood River, OR

MAILING ADDRESS: 97031
Same as Above

PHONE: _____

CELL PHONE: _____

OTHER PHONE: _____

EMAIL: @gmail.com

OCCUPATION: Insurance Producer

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

I have lived in Hood River for the past 6 years. Out of the many places I have lived, this was the first place I landed that I wanted to call home. I fell in love with the people, the place and not to mention my soon-to-be wife. As I start my journey into fatherhood, I want to make sure the future of this town is secure.

Having a background in both Finance and Fun, I feel that I can bring a balanced, unique and informed perspective to the planning commission.

I want to ensure that Hood River continues to prosper, but in a way that is sustainable for the community, the economy and the environment.

2. What skills can you offer the Planning Commission?

I started my professional career on wall street, which has given me a strong foundation in understanding the economics of businesses. Balance Sheets, Budgeting, forecasting are all second-nature to me. I feel that I can bring a perspective to the commission that understands economic viability.

I also have worked with local businesses and organizations. I like to be part of the community and understand that there are a lot of people + businesses to consider when looking at Urban Growth.

I am level headed, motivated and passionate about this town. I started The Slider Project and am on the board of CGW2, so I know what its like to work with groups of people.

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

I currently work for Columbia River Insurance. Through our business, I work with all walks of life. I think the ability to understand the needs of all parties will come in handy with this job.

I also ran a kiteboarding brand for the years before working in insurance. I am familiar and have experience with managing people, looking to the future and forecasting what the economic impacts of decisions might be.

I interview very well, so give me a call sometime!

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



1. Scott Reynier - [redacted]
Sc " - [redacted]

2. Sensi Graves - [redacted]
[redacted]

3. Courtenay Day - [redacted]
[redacted]

 Rich Sobko

Your signature allows the City to contact references.

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

NAME: Roman Moretti

ADDRESS: Hood River, OR 97031

MAILING ADDRESS: _____

PHONE: _____

CELL PHONE: _____

OTHER PHONE: _____

EMAIL: .@gmail.com

OCCUPATION: Educator

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

As Hood River is gaining national attention and growing in popularity, the future development in this town can go in many directions; those directions could be good for some, and other directions could be good for all. My interest in the planning commission is to help ensure that Hood River becomes a more inclusive and welcoming community where people of all income brackets, abilities, and racial backgrounds can live happily, safely, and thrive.

I see tremendous opportunity to better support and engage our Latinx community who, sadly, were referred to as the "invisible 30%" in Gorge Magazine just a few years ago. As a planning commissioner, I would like to help give more of a voice to that community, as well as other communities who are often left out of the conversation, by engaging with those communities and sharing their input with the team.

As a father of an elementary school student, I see my son growing up in a safe neighborhood where he can walk to school safely and play outdoors with his friends. I'd like to see future developments in Hood River provide more safe and available ways for children and families to travel around town through added sidewalks, bike lanes, trails, and bus routes.

As there is tremendous demand for growth in our city, I am interested in helping our community grow mindfully rather than hastily by looking at the big picture of each new neighborhood, making sure that each new development is not just good for the developer, but good for the community.

Hood River has given me more than I expected, and it is now my turn to give back to Hood River.

2. What skills can you offer the Planning Commission?

Some of the relevant skills I can offer to this commission include:

- The ability to empathize and connect with people whose backgrounds and experiences are different than my own
- The ability to ask questions without offending
- I listen to understand
- The ability to check my privilege and biases
- I genuinely care about our community
- I am open to constructive criticism

Additionally, I have personal connections with the Latinx community through my wife who grew up in a migrant seasonal farmworker family in the Hood River Valley and is well-connected and in-tune with the needs and concerns of Hood River's Latinx residents. Furthermore, my mother is the executive director of Restore Oregon and has worked with many city planners around the state of Oregon and has many resources and connections that could be helpful to the planning commission of Hood River.

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


I love this city, not just for the mountain views and epic adventure sports, but for our tight-knit and engaged community, our businesses, non-profits, historic downtown, and our movers and shakers who work tirelessly to improve our community. We have a wealth of resources at hand that should be utilized fully to make Hood River even stronger, healthier, and more inclusive. I am not a business owner and have no financial gain at stake in the planning commission. I am simply an advocate for this community.

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

1. Janet Hamada

2. Juan Reyes

3. Adam Smith

A handwritten signature in black ink, appearing to be 'Adam Smith', written over a horizontal dashed line.

Your signature allows the City to contact references.

**CITY OF HOOD RIVER
PLANNING COMMISSION
APPLICATION**

RECEIVED
APR 19 2017
CITY OF HOOD RIVER
PARKING DEPARTMENT

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

NAME: Sue Powers

ADDRESS: _____
Hood River, 97031

MAILING ADDRESS: Same

PHONE: _____

CELL PHONE: Same

OTHER PHONE: _____

EMAIL: _____

OCCUPATION: Materials Manager at Hood River Distillers

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

I am interested in the goals of planning, that is, to protect and enhance public health, safety, and welfare. I like that the planning commission deals with a broad scope of issues, but all are focused on a long-term vision as laid out in the comprehensive plan, to improve the livability of Hood River.

2. What skills can you offer the Planning Commission?

I am an interested citizen with the ability to listen, read, and learn. I am open minded and would come to the position with no personal agendas. I do not have any history/experience with real estate or the building industry. I have a liberal arts degree from the University of MT. and an M.B.A. from Portland State University; I have a keen interest economic issues and business development.

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

I moved to Hood River in 2003 from Portland. I work full time (at Hood River Distillers) but now that both of my children are in college, I feel I have some time again and want to get more involved in community-level improvement. In the past I was active in schools and I did a 3-yr term on the Oregon Investment Board, a branch of MCEDD.

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

1. Jon Davies

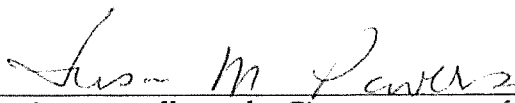
.....

2. Kevin Asai

.....

3. Amanda Hoey - "

.....



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

NAME: Zac Lytle

ADDRESS: Hood River OR 97031

Same as above

MAILING ADDRESS: _____

PHONE: N/A

CELL PHONE: _____

OTHER PHONE: _____

EMAIL: _____
Urban Planner / Stay at home dad

OCCUPATION: _____

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

My family recently moved to Hood River because it is a charming and vibrant community that we believe will be a great place to raise our family. Given my professional background in Urban Planning, I can appreciate that much of the city's charm is thanks to many years of thoughtful and careful land use planning decisions and policies. I'm interested the Land Use Planning in Hood River and its UGA because it plays a direct role in how the city grows in the future and what its priorities will be. I hope to be involved in preserving the qualities I love about Hood River including livability, walkability and inclusion.

2. What skills can you offer the Planning Commission?

My formal education and professional background are in Urban Planning. I earned a master's degree in Community and Regional Planning from the University of Texas at Austin's School of Architecture in 2006. Since graduating, I have worked in several realms of planning including private sector land use planning, affordable housing development (with nonprofit and for-profit companies), and public placemaking consultancy and activation. I understand many of the pressures, challenges and opportunities the planning commission will face when reviewing cases that will shape Hood River's future.

I am also an avid cyclist and have spent many years involved in bicycle advocacy and infrastructure design in the city of Dallas where we lived for almost ten years. I have a pro-active nature, hard-working attitude and a long history of contributing to hands-on solutions to improve the communities where I have lived. I have patience and experience working in collaboration with various stake-holders within the planning process. These valuable qualities and experiences would be an asset to the Planning Commission.

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

I look forward to becoming more involved in the Hood River Community. We have a five-year-old daughter and a two-year-old son. I am excited to raise them in such a vibrant, fun and beautiful part of the world. I am currently a full-time stay-at-home dad while we get settled in our new home and work through the all the challenges we're all facing during the Coronavirus era. None-the-less, I am eager to find ways to contribute to our new City and community. Thank you for considering me for a position on the Planning Commission.

References

Jason Roberts

- Collaborator, colleague and friend
- _____@gmail.com
- _____

Andrew Howard AICP

- Collaborator, colleague and friend
- _____
- _____

Mike Frankos

- Co-organizer of the Tour of Corsicana Bike Race 2011 – 2020
- _____
- _____



Your signature allows the City to contact references.

Zac Lytle

Education

Master of Science Degree, Community and Regional Planning
The University of Texas Austin School of Architecture May 2006

Bachelor of Science; in Corporate Communications / Business Foundations Program
The University of Texas Austin May 2001

Experience

Construction Management Latitude 13 Hotel Malawi 2016

- Oversaw completion of hotel expansion project including 20 rooms, restaurant, gym and conference space.

Infrastructure Improvement Advisor Baylor Tingathe Outreach Program 2016

- Assisted in implementing infrastructure improvements at 17 district hospitals across central and southern Malawi. Increasing capacity for HIV testing and counseling through the use of converted shipping containers
Involvement included design review and contract tendering process

Project Director The Better Block Foundation 2014 – 2015

- Assisted Cities, property owners and community members in improving their public spaces through creative, short term, interventions.
- Lead coordinator for design, planning, and execution of Better Block community projects throughout the United States.
- Created plans, including 3d renderings, for public improvements based on an analysis of existing conditions including traffic data, community surveys, and existing zoning.
- Managed grant applications, internal project budgets & timelines, and reports to clients.
- Led interactive workshops and coordinated volunteers during Better Block community events.

Development Coordinator PSW Real Estate Development 2013 -2014

- Completed in depth feasibility studies for large-scale residential projects. Tasks included due diligence research, zoning studies, design concepts, market studies and cost analysis.
- Managed the predevelopment process for residential projects.
 - Coordinated predevelopment efforts including architecture, engineering, and trades.
 - Responsible for the bidding and contracting of trades and consultants
 - Developed and managed project schedules and budgets.
 - Managed submittal process including zoning, platting and building permits.

- Regional Director* Builders of Hope Inc. (nonprofit) 2009 – 2013
- Assisted in grant writing and proposals for potential projects. Secured over \$500,000 in funding for Dallas projects.
 - Managed community outreach including communications with City Council, City staff, foundations and community members.
 - Completed assessments and initial design work for prospective projects including site plans, floor plans, spec writing, and cost estimation.
 - Reviewed bids, negotiated with and managed trade partners including scheduling budgeting, and quality assurance.
 - Ensured compliance with federal, local and state regulations on jobsite.
 - Managed construction crews in all phases of construction

- Development Coordinator* Bennett Miller Homes, LLC 2008-2009
- Oversaw the construction of multiple affordable infill townhome projects.
 - Responsible for the resolution of warranty claims with homeowners.
 - Assisted in all facets of the residential development process including:
 - Pre-development: design, permitting, contract negotiations.
 - Construction: Construction review, timeline management & budget monitoring.
 - Post-Construction: Warranty management, marketing, property management, customer service.

- Land Planner* TBG Partners Landscape Architecture 2006 - 2007
- Performed a full spectrum of physical planning duties on projects of various uses and scale. These duties included site analysis, hand-drawn conceptual plans, cost estimates, image boards, 3D modeling and refined marketing level illustratives.
 - Created design guidelines and pattern books focused on promoting sustainable design and New Urbanist concepts.

- Planning Intern* San Diego County Planning Department 2005
- Worked with Geo-Reference data to complete spatial analysis
 - Managed GIS data sets.

Skills

- Software: Proficient with all Microsoft Office, Adobe Creative Suite, ArcGIS, SketchUp, Macro Media Freehand.
- Language: Proficient Spanish speaker, basic Chichewa
- Construction management, Green construction methods and technologies.

Community Involvement

- Cofounder and President of Bike Friendly Oak Cliff advocacy group.
- Creator and director of The Tour of Corsicana Bike Race. 2012 - Present

Interests / Awards / Additional Studies

- 2015 John S. and James L. Knight Foundation Civic Innovator Grant Awardee
- 2011 40 Under 40 Award – Recognized for outstanding contributions to the DFW community
- 2008 Best new construction development project in South Dallas. Recognized by the Oak Cliff Chamber of Commerce – 9th Street Townhomes

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: Award Professional Service Contract for Development Engineer.

Background:

Review of private and public development and construction projects has been the responsibility of consultant engineering firms for numerous years. The main reasons for this engineering review include the ability to rely on an engineering firm that has multi-faceted engineering experience, specific experience with municipalities reviewing detailed engineering documents, and capital improvement experience. The very nature of ongoing engineering review, capital improvement projects, and special or emergency projects, often require multiple particular skill levels that can be easily represented by a private engineering company compared to a single or even multiple staff person(s).

In the present situation, the City has contracted with Bell Design Company since 2011 as the city engineer of record. The most recent contract with Bell Design was approved in late 2019 and will expire on December 31, 2020. Since competitive review of other engineering firms for development analysis has not been performed since that time, Public Works decided to provide a Request for Qualification for that purpose. Expectations for the development review engineering consultant includes review of all private development proposals, interpretation of various Codes within the Hood River Municipal Code (HRMC) including the Engineering Standards, review of public infrastructure facilities as requested, storm water issues, and numerous other duties, as necessary.

As part of the awarding of this contract, the City has decided to retain the role of City Engineer within the Public Works department, and not have the new consultant act as in the City Engineer capacity. The City has closely followed the development process during the past several years and has determined that the City Engineer role will be more efficiently held by a City employee.

The City issued a request for qualifications and financial costs (RFQ) from qualified firms to provide proposals for Development Engineer. The Contract will be for one (1) year with the addition of one-year contract extension options at the determination of the City.

Three (3) firms submitted proposals on November 12, 2020. The proposals were evaluated by using a 'Content and Evaluation Criteria' set in the RFQ. Please see the content and evaluation results below.

Content & Evaluation Criteria	Windsor	Bell	HBH
Intro Letter	x	x	x
Ins. Coverage	x	x	x
Computer Equipment	x	x	x
Consultant Firm Qualifications	77	73	87
Key Personnel Qualifications	91	86	94
Quality of Client Service	65	61	70
Supporting Information	28	28	28
TOTAL POINTS	261	248	279

Staff Recommendation: Authorize the City Manager to sign a professional services contract with HBH Consulting Engineers, Inc. for work as Development Engineer as provided for in the attached standard professional services contract.

Suggested Motion: I move that we authorize the City Manager to sign a professional services contract with HBH Consulting Engineers, Inc. as Development Engineer during 2021.

Alternatives: Do not authorize the signing of the professional service contract and provide other direction to staff.

Fiscal Impact:

Development engineering costs are expected to be approximately \$100,000 during 2021. Costs will be split between the Engineering, Storm Sewer, Water Fund Capital Outlay and the Sewer Fund Capital Outlay.

Attachments:

Professional Services Agreement and RFP.

CITY OF HOOD RIVER
PROFESSIONAL SERVICES CONTRACT

PARTIES:

City of Hood River ("City")
211 2nd Street
Hood River, OR 97031

HBH Consulting Engineers, Inc. ("Contractor")
501 E 1st Street
Newberg, Oregon 97132

RECITALS:

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

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

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

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

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

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

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

5. Contract Term: This Contract shall be effective January 1st, 2021 and shall be completed and terminate on or before December 31st, 2021 unless terminated earlier or extended in accordance with Section 8. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 6.

6. Compensation: City agrees to pay Contractor not to exceed \$100,000 per fiscal year for performance of the Work described in Exhibit B during the term of the Contract, which payment shall be based upon the following terms:

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

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

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

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

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

9. Independent Contractor Status:

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

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

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

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

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

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

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

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

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

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

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

14. Ownership of Work Product.

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

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

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

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

CONTRACTOR: HBH Consulting Engineers. Inc. CITY of Hood River:

_____	_____	_____
Date	Rachael Fuller, City Manager	Date

Approved as to form: _____
Daniel Kearns, City Attorney

EXHIBIT A

Scope of Professional Services

City Development Engineering Services

City Development Engineering Duties to be performed may include the following:

- Administer, review, coordinate, and facilitate the construction of privately financed public improvements projects from pre-application plan review through the construction phase, final inspection, release of bonds and acceptance of public facilities for City of Hood River ownership.
 - Review engineering studies and reports, technical drawings, construction plans, and calculations then analyze data and make recommendations to the City of Hood River.
 - Review land use applications and development plans to determine compliance with applicable City and State engineering Codes and Standards, if any.
 - Review development proposals for compliance with transportation standards.
 - Review and approve design modifications during construction, record and process documents, financial guarantees, and release of funds.
 - Resolve construction problems and conflicts, coordinate final inspections, authorize the release of building permits and prepare/ review final documentation.
 - Respond to public complaints and provide information to developers, property owners, contractors, and other interested parties.
 - Prepare correspondence and reports as needed by the project and circumstances.
 - Develop agendas and preside over pre-construction, pre-design, and utility/ transportation meetings.
- Prepare staff reports and communicate official plans, policies and procedures to staff and the general public.
- Work closely with the Public Facilities Inspectors to coordinate project inspection to ensure code and standards compliance.

CITY OF HOOD RIVER, OREGON



REQUEST FOR PROPOSALS:

FOR

Development Engineering Services

October 2020

For Information Regarding this Proposal contact:

Mark Janeck

Public Works Director

541-387-5205

m.janeck@cityofhoodriver.gov

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TABLE OF CONTENTS
REQUEST FOR PROPOSALS

ADVERTISEMENT

SECTION 1- GENERAL INFORMATION

SECTION 2- NATURE OF WORK

- 2.1 INTRODUCTION
- 2.2 SCOPE OF PROFESSIONAL SERVICES
- 2.3 SERVICES TO BE PROVIDED BY THE CITY
- 2.4 PROJECT SCHEDULE

SECTION 3- PROPOSAL SUBMITTAL

- 3.1 PROCEDURE FOR SUBMITTALS
- 3.2 COST INCURRED
- 3.3 CONTENT OF SUBMITTALS
 - 1. Introductory Letter
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 - 5. Key Personnel Qualifications
 - 6. Quality of Client Service and Work
 - 7. Supporting Information

SECTIONS 4- EVALUATION AND PREQUALIFICATIONS OF CONSULTANTS

- 4.1 APPLICABLE LAWS AND REGULATIONS
- 4.2 EVALUATION PROCESS
- 4.3 SCHEDULE
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- 4.5 PROJECT AWARD AND CONTRACT
- 4.6 PAYMENT FOR SERVICES

APPENDIX

- 1. SAMPLE PROFESSIONAL SERVICES AGREEMENT

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ADVERTISEMENT

CITY OF HOOD RIVER
REQUEST FOR PROPOSALS
TO PROVIDE
DEVELOPMENT ENGINEERING SERVICES

The City of Hood River requests proposals from Engineering Firms and Engineers to provide Development Engineering Services. This project will span one year from January 1st, 2021 to December 31st, 2021 with the option for two one-year contract extensions. The cost should not exceed \$100,000 per fiscal year.

Submittals must be received by 5:00pm on Friday November 13th, 2020 at City of Hood River Public Works Office, 1200 18th Street (or by mail at 211 2nd Street) Hood River, Oregon 97031. Submittals received after the designated time and date will not be accepted and will be returned unopened.

The City may reject any submittal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all submittals on a finding of the City that is in the public interest to do so. The City of Hood River reserved the right to reject any and all submittals and to waive any and all informalities in the best interest of the City. The City is not liable for any costs incurred by consultants in replying to the RFP or in preparing for or delivering any oral presentations that may be required during the selection process.

The full Request for Proposals is available from the City of Hood River website <https://cityofhoodriver.gov> or via e-mail request to M.Messmer@cityofhoodriver.gov.

PUBLISHED:

Starting October 28th, 2020 this RFP was advertised in the Oregon Contractor Plan Center, Daily Journal of Commerce, Tri City Construction Council, Premier Builders Exchange, Salem Contractor Exchange, SW Washington Contractors 7017, Hermiston Plan Center, Central Oregon Builders Association, McGraw-Hill Construction Dodge, and Construct Connect.

Starting November 4th, 2020 this RFP was advertised in Columbia Gorge News.

SECTION 1

GENERAL INFORMATION

The City of Hood River has identified a need for Development Engineering Services.

Proposals are solicited from qualified Engineering Firms to perform the work necessary to provide Development Engineering Services. Proposals must demonstrate the Firm's experience and expertise related to this type of work and provide examples and references for similar recent work.

Qualifications packets must be submitted by the **deadline shown in the advertisement**. For specific information on submittal requirements, see Section 3.

SECTION 2

NATURE OF WORK

2.1 INTRODUCTION

The selected consultant will provide Development Engineering Services in accordance with the general scope of services outlined below. The selected consultant will work with the City Public Works Staff.

The City reserves the right to negotiate details of the scope with the successful consultant following selections and prior to signing the agreement for services.

2.2 SCOPE OF PROFESSIONAL SERVICES

The successful consultant will:

- Administer, review, coordinate, and facilitate the construction of privately financed public improvements projects from pre-application plan review through the construction phase, final inspection, release of bonds and acceptance of public facilities for City of Hood River ownership.
- Review engineering studies and reports, technical drawings, construction plans, and calculations then analyze data and make recommendations to the City of Hood River.
- Review land use applications and development plans in compliance with the City of Hood River Codes and Standards along with all local and state regulations.
- Review development permits for compliance with Public Works standards and research the effects of proposed developments on public facilities and requirements for additional improvements.
- Prepare cost accounting and reconciliation for City of Hood River deposits and fees.

- Review and approve design modifications during construction, record and process documents, financial guarantees, and release of funds.
- Resolve construction problems and conflicts, coordinate final inspections, authorize the release of building permits and prepare/ review final documentation.
- Respond to public complaints and provide information to developers, property owners, contractors, and other interested parties.
- Prepare correspondence and reports as needed by the project and circumstances.
- Develop agendas and preside over pre-construction, pre-design, and utility/ transportation meetings.
- Prepare staff reports and communicate official plans, policies and procedures to staff and the general public.
- Work closely with the Public Facilities Inspectors to coordinate project inspection to ensure code and standards compliance.

2.3 SERVICES TO BE PROVIDED BY THE CITY

- Information previously developed or otherwise available in City Files including survey files, studies, and plans.
- City guidelines, policies, and regulations to be used while providing Development Engineering Services.

2.4 PROJECT SCHEDULE

The successful consultant will provide Development Engineering Services from January 1st, 2021 to December 31st, 2021 with the option for two one-year contract extensions.

SECTION 3

PROPOSAL SUBMITTAL

3.1 PROCEDURE FOR SUBMITTALS

A bound, original “Statement of Qualifications and Proposal” for the work proposed shall be submitted in 8.5” x 11” format. “Z- folded 11” X 17” exhibits may be included as necessary and will count as one page each. Please include two additional paper copies and one .pdf of your proposal.

Submittals must be received at the **City of Hood River Public Works Department** not later than the time and date shown in the advertisement. Submittals will be date and time stamped upon receipt. Submittals received after the time specified will not be considered and will be returned unopened.

Submittals are due by the deadline shown in the advertisement.

Mail Submittals To:

Director of Public Works

City of Hood River

211 2nd Street

Hood River, Oregon 97031

Deliver Submittals To:

Public Works Department

City of Hood River

1200 18th Street

Hood River, Oregon 97031

Seal submittals in an opaque envelope or other appropriate packaging with the name and address of the consultant on the outside of the envelope. Emailed or Faxed proposals will not be considered. Envelopes shall be labeled “Development Engineering Services”.

It is the sole responsibility of the offering consultant to ensure receipt by the City of their Statement of Qualifications and Proposals by the specified time at the specified location.

3.2 COST INCURRED

The City of Hood River is not liable for any costs incurred by the consultant in the preparation or presentation of the proposal or for preparation and participation in an interview, if one is needed.

3.3 CONTENT OF SUBMITTALS

The proposal shall include, in the order show, the information requested in the items listed below. The total page count of the proposal shall not exceed fifteen (15) and the minimum type font is eleven (11). Proposals not conforming to the specified limits may be considered non-responsive. Submittals will be judged based on completeness and quality of content.

The categories to be included in each submittal are outlined below along with the maximum number of points that will be assigned to each category in the evaluation process.

CONTENT AND EVALUATION CRITERIA	MAXIMUM RATING SCORE
1. Introductory Letter	0
2. Insurance Coverage	(see note below)
3. Computer Equipment	(see note below)
4. Consultant Firm Qualifications	30
5. Key Personnel Qualifications	35
6. Quality of Client Service	25
7. Supporting Information	10
TOTAL	100

NOTE: Insurance Coverage and Computer Equipment must meet City requirements for the proposal to be considered.

1. INTRODUCTORY LETTER:

A statement in the introductory letter shall name the person or persons authorized to represent the consultant in any negotiations and sign any contracts that may result. State that the firm has read and will sign the Personal Services Agreement (Sample included in this RFP as Appendix 1) without changes.

2. INSURANCE COVERAGE:

Provide a statement indicating that the firm has in effect or can obtain insurance coverage required by the City. If the consultant is unable to provide this coverage, the consultant must describe the insurance coverage that can be provided and explain why the City's preferred coverage cannot be provided.

City of Hood River's required insurance coverage is described in the sample Professional Services Agreement contained in Appendix 1 to this RFP.

The selected consultant shall provide certifications for all coverages and shall include the City of Hood River, its officials, employees, and agents as an "Additional Insured" on all except workers compensation insurance policies.

3. COMPUTER EQUIPMENT:

The selected consultant's electronic deliverables must be compatible with the current City equipment and software. The City work in the Microsoft environment and uses the following software:

- Microsoft Word
- Microsoft Excel
- AutoCAD
- Adobe

4. CONSULTANT FIRM QUALIFICATIONS:

Provide a statement of the firm's qualifications and experience relevant to the described work. The response should address the following:

- A. General qualifications and experience of the firm
- B. Specific areas of expertise applicable to the described work
- C. A list of similar projects by type, size, and location and including contact information for the project client/ owner.

5. KEY PERSONNEL QUALIFICATIONS:

Provide qualifications and experience, including professional registrations, for the key personnel who will work on this project. The response should address the qualifications and experience of the Project Manager and any other key personnel who will be assigned to this project. Identify any previous work experience by key personnel in or for the City of Hood River.

6. QUALITY OF CLIENT SERVICE AND WORK:

Provide a statement and examples that demonstrate the quality of services provided to clients. The response should address the following:

- A. Ability to establish and maintain functional, productive working relationships.
- B. Accessibility to City Staff in Hood River and availability for meetings.
- C. Internal procedures and/or policies for quality assurance and cost control
- D. Long term client/ firm relationships

7. SUPPORTING INFORMATION:

Supporting materials should be placed in an appendix to the proposal and may include resumes, fee schedules for all potential employees performing development review work on City projects, references, and other supporting data. While supporting data will not be included in the page count limit, the City requests that consultants provide only relevant data to minimize the volume of the proposal.

SECTION 4

EVALUATION OF CONSULTANTS

4.1 APPLICABLE LAWS AND REGULATIONS

The consultant evaluation and selection process will be carried out in accordance with the Request for Proposals and applicable State and City legal requirements.

4.2 EVALUATION PROCESS

A consultant selection committee will review and rank the proposals submitted based upon the criteria listed in Subsection 3.3. Up to three responding firms receiving the highest scores may be invited to make a brief oral presentation and be interviewed by a selection panel. Criteria for the oral interviews will be provided when invitations are issued, but elaborate presentations are not desired. The consultant team Project Manager would be expected to attend the interview, if held.

4.3 SCHEDULE- A tentative project milestone schedule is shown below

October 28 th , 2020	RFP Advertised
November 4 th , 2020	RFP Advertised in Columbia Gorge News
November 13th, 2020	Proposals Due

4.4 RIGHT TO AWARD OR REJECT

The City expressly reserves the following rights:

- 1. To reject any and/or all irregularities in the Proposal
- 2. To reject any and/or all of the Proposals or portions thereof.
- 3. To select any consultant whose Proposal is in the best interest of the City

4.5 PROJECT AWARD AND CONTRACT

Following City acceptance of a consultant's proposal, City staff will confirm the scope of services and fee schedule with the consultant and will prepare the final Personal Services Agreement.

4.6 PAYMENT FOR SERVICES

Once the City of Hood River Personal Services Contract has been signed and work on the project has commenced, the City will pay the consultant for services performed based on the negotiated scope of work and the accepted Contract rates in accordance with the terms of the Contract. The City will make monthly progress payment within thirty (30) days following receipt of proper invoices.

Payments for extra work will only be made when authorized in advance and in writing by the City.

APPENDIX:

1. SAMPLE PERSONAL SERVICES AGREEMENT

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SAMPLE

CITY OF HOOD RIVER

PROFESSIONAL SERVICES CONTRACT

PARTIES:

City of Hood River ("City")
211 2nd Street
Hood River, OR 97031

XYZ Consulting ("Contractor")
XXXX SW Fourth Avenue
Portland, Oregon 97201

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status:

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

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

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

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

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

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

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

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

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

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

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

14. Ownership of Work Product.

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

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

HBH Consulting Engineers, Inc.
Fee Schedule

Staff/Item	2020-21	2021-22	2022-23	2023-24	2024-25
Principal-in-Charge	\$ 150.00	\$ 153.75	\$ 157.59	\$ 161.53	\$ 165.57
Project Manager	\$ 144.00	\$ 147.60	\$ 151.29	\$ 155.07	\$ 158.95
Project Engineer	\$ 130.00	\$ 133.25	\$ 136.58	\$ 140.00	\$ 143.50
Project Designer (EIT)	\$ 125.00	\$ 128.13	\$ 131.33	\$ 134.61	\$ 137.98
Project Designer	\$ 120.00	\$ 123.00	\$ 126.08	\$ 129.23	\$ 132.46
Project Designer/ Sr. Inspector	\$ 110.00	\$ 112.75	\$ 115.57	\$ 118.46	\$ 121.42
Planner/Technician	\$ 106.00	\$ 108.65	\$ 111.37	\$ 114.15	\$ 117.00
Inspector/Technician	\$ 106.00	\$ 108.65	\$ 111.37	\$ 114.15	\$ 117.00
Clerical	\$ 45.00	\$ 46.13	\$ 47.28	\$ 48.46	\$ 49.67
Mileage			IRS Mileage Rate		
Reproduction, Printing Etc.			Cost plus 10%		
Subconsultants			Cost plus 12%		

Expert Witness Fees will be 1 ½ times the hourly rate.

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: Award Professional Service Contract for Waste Water Treatment Plant Administrator.

Background:

Monitoring and overseeing the operations and project management of the City's waste water treatment plant has recently been the responsibility of the Public Works Director and in certain areas, Bell Engineering. Engaging in a contract with a professional waste water engineering firm to oversee the plant's operating contractor, as well as pre-treatment and Fats/Oils/and Grease programs, has been under consideration for some time, and this memorandum initiates that objective. The main reasons for hiring a professional engineer to manage the waste water plant and programs include reduction of the number of municipal personnel, ability to rely on an engineering firm that has specific waste water plant design and management experience, and reduce perceived bias in the management process. The complicated nature of waste water treatment operations and programs, as well as ever increasing complexity of State and Federal regulations governing waste water treatment, require particular experience and skills that can be represented by private engineering companies rather than in a single or multiple staff person(s).

In the present situation, the City has been under contracted with the Jacobs Engineering Group to operate the waste water treatment facility for over 20 years. Bell Design Company has assisted the Public Works department in monitoring the operations contractor as well as initiate necessary improvement projects and implement FOG and pre-treatment programs. Recently progress with these programs and complex issues with State of Oregon have prompted Public Works to rethink the methodology of decision-making relative to the waste water plant. Competitive review of engineering companies was initiated through the dispersal and publishing of a Request for Qualifications. Expectations for waste water administrator includes review of all waste water programs, communication with State regulators, interpretation of various codes relating to waste water, monitoring of the plant operator, and design and completion of capital improvement projects at the plant.

The City issued a request for qualifications and financial costs (RFQ) from qualified firms to provide proposals for Waste Water Administrator. The Contract will be for ne (1) year with additional one year options at the determination of the City.

Four (4) firms submitted proposals on November 12, 2020. The proposals were evaluated by using a ‘Content and Evaluation Criteria’ set in the RFQ. Please note the content and evaluation results below.

Content & Evaluation Criteria	Windsor	Bell	Jacobs	Hemphill
Intro Letter	x	x	x	x
Ins. Coverage	x	x	x	x
Computer Equipment	x	x	x	x
Consultant Firm Qualifications	83	77	85	85
Key Personnel Qualifications	95	77	98	97
Quality of Client Service	65	60	55	58
Supporting Information	28	28	28	28
TOTAL POINTS	271	242	266	268

Staff Recommendation: Authorize the City Manager to sign a professional services contract with Windsor Engineers for work as the Waste Water Treatment Plant Administrator as provided for in the attached standard professional services contract.

Suggested Motion: I move that we authorize the City Manager to sign a professional services contract with Windsor Engineers for work as the Waste Water Treatment Plant Administrator during 2021.

Alternatives: Do not authorize the signing of the professional service contract and provide other direction to staff.

Fiscal Impact:

Waste Water Administrator costs are expected to be approximately \$100,000 during 2021. Costs will be drawn from Waste Water Treatment Plant material services.

Attachments:

Professional Services Agreement and RFP.

CITY OF HOOD RIVER
PROFESSIONAL SERVICES CONTRACT

PARTIES:

City of Hood River ("City")
211 2nd Street
Hood River, OR 97031

Windsor Engineers ("Contractor")
12009 NE 99th St #1460
Vancouver, Washington 98682

RECITALS:

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

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

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

- 1. Statement of Work.** Contractor shall provide and perform the services set forth in Exhibit A within the term of this Contract. Contractor shall report to and coordinate with the Director of Public Works in accordance with the terms and conditions of this Contract.
- 2. All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work and, except as provided in this Contract, furnish all labor, equipment and materials required for the full and proper performance of the Work.
- 3. Qualified to Provide Work:** Contractor has represented, and by entering into this Contract now represents, that Contractor, and all persons employed by Contractor assigned to work on

this Contract, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

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

5. Contract Term: This Contract shall be effective January 1st, 2021 and shall be completed and terminate on or before December 31st, 2021 unless terminated earlier or extended in accordance with Section 8. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 6.

6. Compensation: City agrees to pay Contractor not to exceed \$100,000 per fiscal year for performance of the Work described in Exhibit B during the term of the Contract, which payment shall be based upon the following terms:

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

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

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

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

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

9. Independent Contractor Status:

a. Contractor is and shall perform all Work as an independent Contractor. The City reserves the right to determine and modify the delivery schedule for the Work and to evaluate the quality of the Work Product. However, the City shall not control the means or manner of

Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

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

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

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

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

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

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

a. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance in the amount of \$1 million per occurrence and \$2 million aggregate;

- b. A professional errors and omissions liability policy in the amount of \$1 million;
- c. A comprehensive automobile liability policy, including owned and non- owned automobiles, in the amount of \$2 million; and
- d. Workers compensation insurance consistent with state law requirements.

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

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

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

14. Ownership of Work Product.

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

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

c. Third Party Works. Upon execution of this Contract, the Contractor grants to the City a nonexclusive license to reproduce the Contractor's Instruments of Service for purposes of constructing, using, and maintaining the Project. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Contract. Any

unauthorized use of the Instruments of Service for any purpose other than the Project shall be at the City's sole risk and without liability to the Contractor or the Contractor's consultants. The City shall indemnify and hold harmless the Contractor, Contractor's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any unauthorized use of drawings, specifications, electronic data or other Instruments of Service.

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

CONTRACTOR: Windsor Engineers

CITY of Hood River:

Date

Rachael Fuller,
City Manager

Date

Approved as to form: _____
Daniel Kearns, City Attorney

EXHIBIT A

Scope of Professional Services

City Engineering Services for WWTP Program Administration

City Engineering Services for WWTP Program Administration Duties to be performed may include the following:

- Monitor, review, and implement alterations to the waste treatment plant operations in order to increase efficiencies, observe all State and Federal regulations, and maintain safety.
- Coordinate, monitor, further develop and oversee the City's Fats, Oil, and Grease (FOG) program.
- Coordinate, monitor, further develop and oversee the City's Industrial Pretreatment Program (IPP).
- Coordinate and oversee WWTP projects from conception to construction.
- Review the City's Waste Water Master Plan and recommend changes.
- Assist with the development of a Request for Proposals for Waste Water Treatment Plan Operations.

CITY OF HOOD RIVER, OREGON



REQUEST FOR PROPOSALS:

Engineering Services

FOR

Waste Water Treatment Plant Program Administration

October 2020

For Information Regarding this Proposal contact:

Mark Janeck

Public Works Director

541-387-5205

m.janeck@cityofhoodriver.gov

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REQUEST FOR PROPOSALS

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ADVERTISEMENT

CITY OF HOOD RIVER
REQUEST FOR PROPOSALS
TO PROVIDE
ENGINEERING SERVICES
FOR

WASTE WATER TREATMENT PLANT PROGRAM ADMINISTRATION

The City of Hood River requests proposals from experienced Engineering Firms and registered Professional Engineers to provide Engineering Services for Waste Water Treatment Plant (WWTP) Program Administration. This project will span one year from January 1st, 2021 to December 31st, 2021 with the option for two one-year contract extensions. The cost should not exceed \$100,000 per fiscal year.

Submittals must be received by 5:00pm on Friday November 13th, 2020 at City of Hood River Public Works Office, 1200 18th Street (or by mail at 211 2nd Street) Hood River, Oregon 97031. Submittals received after the designated time and date will not be accepted and will be returned unopened.

The City may reject any submittal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all submittals on a finding of the City that is in the public interest to do so. The City of Hood River reserved the right to reject any and all submittals and to waive any and all informalities in the best interest of the City. The City is not liable for any costs incurred by consultants in replying to the RFP or in preparing for or delivering any oral presentations that may be required during the selection process.

The full Request for Proposals is available from the City of Hood River website <https://cityofhoodriver.gov> or via e-mail request to M.Messmer@cityofhoodriver.gov

PUBLISHED:

Starting October 28th, 2020 this RFP was advertised in the Oregon Contractor Plan Center, Daily Journal of Commerce, Tri City Construction Council, Premier Builders Exchange, Salem Contractor Exchange, SW Washington Contractors 7017, Hermiston Plan Center, Central Oregon Builders Association, McGraw-Hill Construction Dodge, and Construct Connect.

Starting November 4th, 2020 this RFP was advertised in Columbia Gorge News.

SECTION 1

GENERAL INFORMATION

The City of Hood River has identified a need for Engineering Services for WWTP Program Administration.

Proposals are solicited from qualified Engineering Firms or Engineers to perform the work necessary to provide Engineering Services. Proposals must demonstrate the Consultant's or Engineer's experience and expertise related to this type of work and provide examples and references for similar recent work.

Qualifications packets must be submitted by the **deadline shown in the advertisement**. For specific information on submittal requirements, see Section 3.

SECTION 2

NATURE OF WORK

2.1 INTRODUCTION

The selected consultant will provide Engineering Services for WWTP Program Administration in accordance with the general scope of services outlined below. The selected consultant will report to the City's Public Works Director. The Public Works Director will oversee the WWTP Contract with Jacobs.

The City reserves the right to negotiate details of the scope with the successful consultant following selections and prior to signing the agreement for services.

2.2 SCOPE OF PROFESSIONAL SERVICES

The successful consultant will:

- Coordinate, monitor, further develop and oversee the City's Fats, Oil, and Grease (FOG) program.
- Coordinate, monitor, further develop and oversee the City's Industrial Pretreatment Program (IPP).
- Coordinate and oversee WWTP projects from conception to construction.
- Review the City's Waste Water Master Plan and recommend changes.
- Assist with the development of a Request for Proposals for Waste Water Treatment Plan Operations.

2.3 SERVICES TO BE PROVIDED BY THE CITY

- Information previously developed or otherwise available in City Files including survey files, studies and plans.
- City guidelines, policies, and regulations to be used while providing Engineering Services for WWTP Program Administration.

2.4 PROJECT SCHEDULE

The successful consultant will provide Engineering Services for WWTP Program Administration for one year from January 1st, 2021 to December 31st, 2021 with the option for two one-year contract extensions.

SECTION 3

PROPOSAL SUBMITTAL

3.1 PROCEDURE FOR SUBMITTALS

A bound, original “Statement of Qualifications and Proposal” for the work proposed shall be submitted in 8.5” x 11” format. “Z- folded 11” X 17” exhibits may be included as necessary and will count as one page each. Please include two additional paper copies and one .pdf of your proposal.

Submittals must be received at the **City of Hood River Public Works Department** not later than the time and date shown in the advertisement. Submittals will be date and time stamped upon receipt. Submittals received after the time specified will not be considered and will be returned unopened.

Submittals are due by the deadline shown in the advertisement.

Mail Submittals To:

Director of Public Works
 City of Hood River
 211 2nd Street
 Hood River, Oregon 97031

Deliver Submittals To:

Public Works Department
 City of Hood River
 1200 18th Street
 Hood River, Oregon 97031

Seal submittals in an opaque envelope or other appropriate packaging with the name and address of the consultant on the outside of the envelope. Emailed or Faxed proposals will not be considered. Envelopes shall be labeled “Engineering Services for WWTP Program Administration”.

It is the sole responsibility of the offering consultant to ensure receipt by the City of their Statement of Qualifications and Proposals by the specified time at the specified location.

3.2 COST INCURRED

The City of Hood River is not liable for any costs incurred by the consultant in the preparation or presentation of the proposal or for preparation and participation in an interview, if one is needed.

3.3 CONTENT OF SUBMITTALS

The proposal shall include, in the order show, the information requested in the items listed below. The total page count of the proposal shall not exceed fifteen (15) and the minimum type font is eleven (11). Proposals not conforming to the specified limits may be considered non-responsive. Submittals will be judged based on completeness and quality of content.

The categories to be included in each submittal are outlined below along with the maximum number of points that will be assigned to each category in the evaluation process.

CONTENT AND EVALUATION CRITERIA	MAXIMUM RATING SCORE
1. Introductory Letter	0
2. Insurance Coverage	(see note below)
3. Computer Equipment	(see note below)
4. Consultant Firm Qualifications	30
5. Key Personnel Qualifications	35
6. Quality of Client Service	25
7. Supporting Information	10
TOTAL	100

NOTE: Insurance Coverage and Computer Equipment must meet City requirements for the proposal to be considered.

INTRODUCTORY LETTER:

A statement in the introductory letter shall name the person or persons authorized to represent the consultant in any negotiations and sign any contracts that may result. State that the consultant has read and will sign the Personal Services Agreement (Sample included in this RFP as Appendix 1) without changes.

1. INSURANCE COVERAGE:

Provide a statement indicating that the consultant has in effect or can obtain insurance coverage required by the City. If the consultant is unable to provide this coverage, the consultant must describe the insurance coverage that can be provided and explain why the City's preferred coverage cannot be provided.

City of Hood River's required insurance coverage is described in the sample Professional Services Agreement contained in Appendix 1 to this RFP.

The selected consultant shall provide certifications for all coverages and shall include the City of Hood River, its officials, employees, and agents as an “Additional Insured” on all except workers compensation insurance policies.

2. COMPUTER EQUIPMENT:

The selected consultant’s electronic deliverables must be compatible with the current City equipment and software. The City work in the Microsoft environment and uses the following software:

- Microsoft Word
- Microsoft Excel
- AutoCAD
- Adobe

3. CONSULTANT FIRM QUALIFICATIONS:

Provide a statement of the consultant’s qualifications and experience relevant to the described work. The response should address the following:

- A. General qualifications and experience of the consultant
- B. Specific areas of expertise applicable to the described work
- C. A list of similar projects by type, size, and location and including contact information for the project client/ owner.

4. KEY PERSONNEL QUALIFICATIONS:

Provide qualifications and experience, including professional registrations, for the key personnel who will work on this project. The response should address the qualifications and experience of the Project Manager and any other key personnel who will be assigned to this project. Identify any previous work experience by key personnel in or for the City of Hood River.

5. QUALITY OF CLIENT SERVICE AND WORK:

Provide a statement and examples that demonstrate the quality of services provided to clients. The response should address the following:

- A. Ability to establish and maintain functional, productive working relationships.
- B. Accessibility to City Staff in Hood River and availability for meetings.
- C. Internal procedures and/or policies for quality assurance and cost control
- D. Long term client/ consultant relationships

6. SUPPORTING INFORMATION:

Supporting materials should be placed in an appendix to the proposal and may include resumes, fee schedules for all potential employees performing engineering review work on WWTP projects, references and other supporting data. While supporting data will not be included in the page count limit, the City requests that consultants provide only relevant data to minimize the volume of the proposal.

SECTION 4

EVALUATION OF CONSULTANTS

4.1 APPLICABLE LAWS AND REGULATIONS

The consultant evaluation and selection process will be carried out in accordance with the Request for Proposals and applicable State and City legal requirements.

4.2 EVALUATION PROCESS

A consultant selection committee will review and rank the proposals submitted based upon the criteria listed in Subsection 3.3. Up to three responding consultants receiving the highest scores may be invited to make a brief oral presentation and be interviewed by a selection panel. Criteria for the oral interviews will be provided when invitations are issued, but elaborate presentations are not desired. The consultant team Project Manager would be expected to attend the interview, if held.

4.3 SCHEDULE- A tentative project milestone schedule is shown below

October 28 th , 2020	RFP Advertised
November 4 th , 2020	RFP Advertised in Columbia Gorge News
November 13th, 2020	Proposals Due

4.4 RIGHT TO AWARD OR REJECT

The City expressly reserves the following rights:

1. To reject any and/or all irregularities in the Proposal
2. To reject any and/or all of the Proposals or portions thereof.
3. To select any consultant whose Proposal is in the best interest of the City

4.5 PROJECT AWARD AND CONTRACT

Following City acceptance of a consultant's proposal, City staff will confirm the scope of services and fees with the consultant and will prepare the final Personal Services Agreement.

4.6 PAYMENT FOR SERVICES

Once the City of Hood River Personal Services Contract has been signed and work on the project has commenced, the City will pay the consultant for services performed based on the negotiated scope of work and the accepted Contract rates in accordance with the terms of the Contract. The City will make monthly progress payment within thirty (30) days following receipt of proper invoices.

Payments for extra work will only be made when authorized in advance and in writing by the City.

APPENDIX:

1. SAMPLE PERSONAL SERVICES AGREEMENT

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SAMPLE

CITY OF HOOD RIVER PROFESSIONAL SERVICES CONTRACT

PARTIES:

City of Hood River ("City")
211 2nd Street
Hood River, OR 97031

XYZ Consulting ("Contractor")
XXXX SW Fourth Avenue
Portland, Oregon 97201

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status:

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

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

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

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

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

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

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

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

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

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

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

14. Ownership of Work Product.

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

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

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

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

CONTRACTOR: XYZ Consulting:

CITY of Hood River:

_____ Date

John Doe

_____ Date

Rachael Fuller,
City Manager

Approved as to form: _____
Daniel Kearns, City Attorney

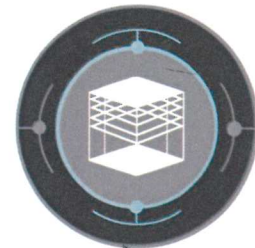
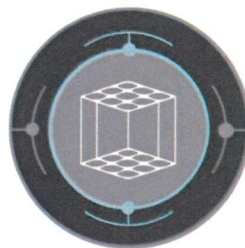


WINDSOR ENGINEERS

JULY 2020-JUNE 2021 STANDARD HOURLY BILL RATES

ENGINEERING AND COORDINATION SERVICES

CLASSIFICATION	RATE/HR
Team Oversight / Senior Wastewater (Travis Tormanen and Jude Homola)	\$180
Senior Engineer (Art Stokes)	\$155
Staff Engineer Support (Dan Koistinen)	\$95
Administrative Coordination (Bethany Kadw)	\$70



- Project work will be overseen by Travis with as much support by Dan and Bethany (and other team members) as practical to lower average billing rate of team.
- Subconsultants (if needed) will be billed at cost plus 10%.
- Mileage will be billed at IRS allowed unit cost.
- Expenses will be billed at cost plus 5%.
- Rates will be adjusted July 1, 2021 and each year thereafter by 3%.

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: Award Professional Service Contract for Final Design for Sherman Ave. Water and Sewer Replacement Project

Background:

Replacement of clay sewer pipes and lead jointed water lines is a project on the City Council's 2020 work plan.

The City has approximately 52 miles of clay sewer lines that are past their useful life. Groundwater from rain events infiltrate these deteriorated sewer lines and pushes this clean water to the wastewater treatment plant. This creates an influx of groundwater or stormwater into the wastewater treatment plant making our processing less efficient and has also resulted in DEQ violations due to overflows at the plant.

The City is also required to replace all lead jointed water lines and has approximately 30,000 linear feet within its distribution system. The City submits testing for lead every three years and has never exceeded the lead activation level. The City has a master plan which identifies a plan to replace lead-jointed pipes within the next 10 years.

Due to the age of the pipes, the locations for the clay sewer pipe and lead jointed pipe often coincide and it is cost effective to replace them at the same time. By replacing the lines at the same time, the City can also prevent having to dig up the streets twice which helps reduce disruption to the neighborhoods. Consideration for the repair of other underground infrastructure, such as storm sewer piping, is also taken into consideration during the design and research for these water and sanitary sewer projects.

The purpose of this item is to approve an engineering contract for the engineering design and document preparation for public bidding for the replacement of water and sewer pipes on Sherman Avenue in multiple sections, between Front St and 6th St, and on Sherman Avenue between 9th and 12th St, with a small section just west of 13th St also.

The City issued a request for proposal (RFP) from qualified firms to provide the final design for the Sherman Avenue Water and Sewer Replacement project. The scope of work includes planning, survey, design, and construction documents for the removal

and replacement of approximately 725 linear feet of 2" galvanized water pipe with 8" water pipe, installation of approximately 160 linear feet of new 8" water pipe, and installation of approximately 20 linear feet of new 6" water pipe. The water line work also includes the reconnection of service lines from the 4" lead-jointed line to the 6" water line along Sherman Ave from 5th St to Front St. This project also will replace approximately 1,250 linear feet of 10" failing clay sewer pipe, and approximately 660 linear feet of failing 8" clay sewer pipe and replacement of ten manholes. Starting September 30, 2020, this RFP was advertised in the Oregon Contractor Plan Center, Daily Journal of Commerce, Tri City Construction Council, Premier Builders Exchange, Salem Contractor Exchange, SW Washington Contractors 7017, Hermiston Plan Center, Central Oregon Builders Association, McGraw-Hill Construction Dodge, Construct Connect and the Columbia Gorge News.

Nine firms submitted proposals on October 19th, 2020. The nine proposals were evaluated by a selection committee using the 'Content and Evaluation Criteria' set in the RFP. The selection committee awarded the contract to Century West Engineering as they were the lowest priced, qualified, responsive bidder. City staff has been through the scope and fee negotiation process with Century West Engineering and have reviewed and agreed upon a price of \$103,309 for the design work. City staff are recommending a contingency amount of \$9,691 be reserved for any unforeseen changes in engineering during the duration of the project. The scope of services and fee amount is attached.

Staff Recommendation: Authorize the City Manager to sign a professional services contract with Century West Engineering for final design of the Sherman Avenue Water and Sewer Replacement Project in the amount of \$103,309. Additionally, authorize a contingency of \$9,691 for a total amount of \$113,000 to account for any unforeseen changes during the duration of the project.

Suggested Motion: I move that we authorize the City Manager to sign a professional services contract with Century West Engineering for final design of the Sherman Avenue Water and Sewer Replacement Project in the amount of \$103,309 and approve an additional \$9,691 in contingency for unforeseen additions to the design contract.

Alternatives: Do not authorize the signing of the professional service contract and provide other direction to staff.

Fiscal Impact: Project costs will be split between the Water Fund Capital Outlay and the Sewer Fund Capital Outlay. This project is in the adopted budget for FY2020-21.

Attachments: Professional Services Agreement

**CITY OF HOOD RIVER
PROFESSIONAL SERVICES CONTRACT**

PARTIES: City of Hood River ("City")
211 2nd Street
Hood River, OR 97031

Century West Engineering ("Contractor")
Corporation
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035

RECITALS

WHEREAS, the City desires to engage the Contractor to provide final design and permitting assistance for the Sherman Ave. Water and Sewer Replacement project as set forth in the attached Exhibit A, which is incorporated herein by this reference; and

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

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

- 1. Statement of Work.** Contractor shall provide and perform the services set forth in Exhibit A within the term of this Contract. Contractor shall report to and coordinate with the Director of Public Works in accordance with the terms and conditions of this Contract.
- 2. All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work and, except as provided in this Contract, furnish all labor, equipment and materials required for the full and proper performance of the Work.
- 3. Qualified to Provide Work:** Contractor has represented, and by entering into this Contract now represents, that Contractor, and all persons employed by Contractor assigned to work on this Contract, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
- 4. Contract Documents.** This Contract includes the following documents, which are incorporated herein by this reference and made a part here of: Exhibit A (Scope of Work).
- 5. Contract Term:** This Contract shall be effective 12/15/2020 and shall be completed and terminate on or before 12/31/2021 unless terminated earlier or extended in accordance with Section 8. Contract termination does not extinguish or prejudice City's right to

enforce this Contract with respect to any default by Contractor that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 6.

6. Compensation: City agrees to pay Contractor not to exceed **\$103,309** for performance of the Work described in Exhibit A during the term of the Contract, which payment shall be based upon the following terms:

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

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

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

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

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

9. Independent Contractor Status:

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

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

c. Contractor is responsible for all federal, state and local taxes and fees applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for

any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

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

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

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

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

a. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance in the amount of \$1 million per occurrence and \$2 million aggregate;

b. A professional errors and omissions liability policy in the amount of \$1 million;

c. A comprehensive automobile liability policy, including owned and non-owned automobiles, in the amount of \$2 million; and

d. Workers compensation insurance consistent with state law requirements.

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

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

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

14. Ownership of Work Product.

a. Definitions. As used in this Section 14, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor and the Contractor's consultants are Instruments of Service intended and authorized for use by the City.

(ii) "Work Product" means all copies of such Instruments of Service provided by Contractor to City pursuant to the Work.


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

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


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

**CONTRACTOR: Century West
Engineering Corporation**

CITY of Hood River:



Joseph Roshak
President



Date

Rachael Fuller,
City Manager

Date

Approved as to form: _____
Daniel Kearns, City Attorney

EXHIBIT A

1. SCOPE OF SERVICES AND FEE AGREEMENT

City of Hood River

Sherman Ave. Water and Wastewater Replacement Project

SCOPE OF WORK

This document summarizes the project scope of work, background, and assumptions required to provide engineering services for the Final Design for Sherman Avenue Water and Sewer Replacement Project as requested by the City of Hood River, Oregon.

Project Background

This project includes professional engineering services to provide planning, surveying and design for the replacement of both 2" water pipe and 4" lead-jointed water pipe with both 6" PVC C900 and 8" PVC C900, reconnecting service lines from the 4" lead-jointed line to a 6" water line, as well as replacement of both 8" and 10" clay sewer pipe with PVC 3034, and the replacement of 10 manholes. This project will also include design for full street resurfacing as well as ADA ramps at appropriate intersections.

The site is located in multiple sections on Sherman Avenue, between Front St and 6th street, and on Sherman Avenue between 9th and 12th street, and a small section along Sherman Avenue west of 13th St. The water line replacement work includes replacing approximately 725 feet of existing 2" water pipe with 8" PVC C900 pipe along Sherman Ave. from 9th St. to 12th St. and installing approximately 160 feet of new 8" PVC C900 pipe along East 2nd St. In addition, installing approximately 20 feet of new 6" PVC C900 along Sherman Ave. west of 13th St. This project also includes the reconnection of service lines from the 4" lead-jointed line to the 6" line along Sherman Ave. from 5th St. to Front St.

The sewer line work includes replacing approximately 1,250 feet of failing 10" clay sewer pipe with 10" PVC 3034 pipe along Sherman Ave. between Front St. and 6th St., and replacing approximately 660 feet of failing 8" clay pipe with 8" PVC 3034 along Sherman Ave. from 9th St to 12th St., as well as the replacement of ten manholes.

Task 1 - Project Management

The consultant shall provide management, coordination and direction to the project team throughout the project.

1.1 Administration

1. Develop, monitor and maintain a project schedule. Provide monthly schedule updates and revisions.

Scope of Work

City of Hood River – Sherman Ave. Water and Wastewater Replacement Project

2. Process and submit monthly billing with a summary of project status by task and subtask. Consultant shall include updated project schedules that reflect changes to the scope of the project.
3. Direct and coordinate the work of all sub-consultants.
4. Develop and administer QA/QC protocols.

1.2 Meetings

1. Organize and attend the following meetings with City staff via WebEx video conferencing. Meetings are assumed to be one (1) hour. CWE to prepare agenda, lead meeting and produce meeting minutes following the meeting.
 - a) Project Kickoff Meeting – assumed to include City’s project team, CWE PM and PM II, and key sub-consultant leads.
 - b) Concept Approval Meeting – assumed to include City PM, CWE PM and PM II and occur following submittal of the sanitary sewer and waterline concept design.
 - c) Redline Review Meetings – assumed to include City PM, CWE PM and PM II and occur following receipt of the 50%, and 90% milestone comments.

1.3 Gather and Review Existing Information

The team, with assistance from the City, will research available and applicable utility information. This will include, but may not be limited to:

1. GIS data
2. As-builts
3. CCTV videos of the system

Task 2– Utility Coordination

2.1 Coordination and Notification

Throughout design, the Consultant shall review survey data and available utility maps to inform the City and applicable Franchise Utility owners of potential conflicts. It is anticipated that this effort will be limited to email and phone communications. The City will be responsible for requesting verification of subsurface utility locations.

Task 3 – Geotechnical Data Collection for Pavement Design

The following task items are included for the geotechnical scope of services by sub-consultant Carlson Geotechnical Inc. (CGI):

3.1 Field Investigation

1. Coordinate and manage the field investigation, including locating utilities, access preparation, and scheduling of contractors and CGI staff.

Scope of Work

City of Hood River – Sherman Ave. Water and Wastewater Replacement Project

2. Logging of the borings and preparation of the written data report (including site plan, logs of the borings, and narrative summarizing the investigation and descriptions of the subsurface materials encountered)
3. Prepare traffic control plans for review by the City of Hood River
4. Complete two (2) borings to depths of up to 15 feet below ground surface (BGS)

Sub-task Deliverables

- **Site plan with boring locations**
- **Logs of the borings**
- **Narrative summarizing the investigation and descriptions of the subsurface materials encountered**

Assumptions:

- Environmental permitting will not be required for the geotechnical field work
- All of the borings will be drilled within the City right-of-way
- The drill cuttings are not contaminated and may be disposed of off-site by our drilling subcontractor. If the drill cuttings appear to be contaminated, the City will be informed immediately, and CGI will take necessary action upon authorization.
- Flagging and traffic control for drilling will be required.
- Pavement borings can be patched with crushed gravel and topped with polymer modified asphalt patch

Task 4 - Survey

4.1 Topographic Survey

1. Establish survey control and approximate property lines and right-of-way lines based on GIS.
2. Perform topographic surveying and mapping as required for design, verification of subsurface utilities, and drawing preparation purposes.
 - a) Work area mapping will include the following limits:
 - i. Topographic surveying within the Right-of- Way on Sherman Avenue from 1st Street to 6th Street. 9th Street to 12th Street and approximately 20 feet west of 13th Street.
 - b) Field-obtained survey data will include:
 - i. Location of all existing structures, and subsurface utilities within the roadway
 - ii. Utility information shall include all pipe diameters, invert elevations (IE's), sump elevations, and any other descriptive features associated with existing utilities.
3. Develop CAD drawings for utilization in design utilizing the City of Hood River CAD Standards
4. Obtain necessary traffic control to obtain utility inverts.

Scope of Work
City of Hood River – Sherman Ave. Water and Wastewater Replacement Project

4.2 Post-Construction Monument Replacement (Contingency)

Sub-task Deliverables

- Topographic survey base map in AutoCAD format
- Copy of final recorded Post-Construction (Contingency)

Assumptions:

- Excludes private utility locate services
- Excludes property boundary dispute resolution
- Excludes legal description preparation

Task 5 – Infrastructure Design

5.1 Conceptual Design

1. Prepare conceptual Preliminary Design plans in AutoCAD. The plan will be developed to a level sufficient to establish horizontal construction limits, and major construction activities.

Sub-Task Deliverables

- Submit conceptual drawing and AutoCAD files for strip map drawing. Drawing shall be scalable in the horizontal (X-Y) plane and will be used for approval by City. Right-of-way and utility impacts, if known, shall be shown on the drawing.
- Construction Estimate will not be generated at this design level.
- Special Provisions will not be generated at this design level.

5.2 60% Water and Wastewater Design Package

1. Design water and wastewater improvements and conceptual ADA design package.
2. Identify constraints, issues, reconstruction/rehabilitation methods, and preliminary cost estimates.
3. Develop construction estimate and specification table of contents.

Sub-task Deliverables

- Submit an electronic set of scalable half-size (11"x17") plans at 1" = 20' for review in PDF format
- Submit Specifications table of contents in Microsoft Word format
- Submit cost estimate in Microsoft Excel format

5.3 90% Water & Wastewater Design Package

1. Design water and wastewater improvements and ADA design package.

Scope of Work

City of Hood River – Sherman Ave. Water and Wastewater Replacement Project

2. Produce detailed construction cost estimates using published unit bid history prices from Oregon Department of Transportation (ODOT), the City and nearby relevant projects to develop a construction cost estimate.
3. Produce construction contract Special Provisions based on the 2018 Oregon Standard Specifications for Construction. Assist the City in production of Hood River Contract Documents. City to provide Contract Documents template file(s).

Sub-task Deliverables

- Response memo to 60% redline review comments.
- Submit an electronic set of scalable half-size (11"x17") plans for review in PDF format
- Submit an electronic set of Contract Documents, including Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, Special Provisions, Standard Details and Supplementary Drawings, for review
- Submit for review cost estimate based on unit price in Microsoft Excel format (.xls or .xlsx)

5.4 Final Plans, Specifications and Estimate

1. Develop final plans, specifications and estimate based on 90% redline review comments.

Sub-task Deliverable

- Submit response memo to 90% redline review comments, if necessary.
- Plans
 - Submit one paper set of full size (22"x 34") signed plans.
 - Submit one set of half-size (11"x 17") and one set of full size (22"x 34") scalable plans in pdf format
 - All documents shall be sealed with the stamp of the engineer, registered in the State of Oregon, who is directly responsible for the project design
- Specifications
 - Shall be completed using the current standard City of Hood River (APWA/ODOT) specifications.
 - Provide to the City, in Microsoft Word (.doc or .docx) format, an electronic copy of all project technical specifications developed by the consultant
- Final Estimate
 - A final engineer's estimate shall be submitted in Microsoft Excel format (.xls or .xlsx)

Task 6: Post Design and Construction Services

1. Organize and conduct mandatory pre-bid meeting on site.
2. Respond to questions from contractors and provide addenda to bid package as necessary

Scope of Work

City of Hood River – Sherman Ave. Water and Wastewater Replacement Project

3. Attend pre-construction meeting on site
4. Review Submittals and respond to Requests for Information (RFI)
5. Attend bi-weekly construction progress meetings remotely
6. Make up to six (6) construction site visits in person
7. Compile contractor and inspection redlined construction plans
8. Prepare As-Built drawings that conform to the current version of the City of Hood River CAD Standards
9. Punchlist walkthrough and Final Inspection
10. As-built production

Sub-task Deliverable

- Written response to contractor questions
- Bid addenda in Microsoft Word format
- Written response to submittals and RFI on City provided form
- Punchlist of deficient or incomplete items
- Final Inspection Notice of Completion
- Submit As-Built drawings (22"x34") in pdf and electronic (AutoCAD)format



**City of Hood River
Sherman Ave. Water & Wastewater Replacement Project**

Century West Engineering CWE Contract No. December 8, 2020	Century West Engineering						Total Hours	Total Fees
	Principal Engr.	Sr. Proj. Mgr.	Project Mgr. II	Sr. Proj. Engr.	Project Engr.	Project Assistant		
	\$215	191	\$171	\$135	\$106	\$80		
Task 1: Project Management								
1.1 Administration	1	6	8			8	23	\$3,369
1.2 Meetings (Kickoff, Prelim, 60%, 90%)		4	6				10	\$1,790
1.3 Gather and review existing information		5					5	\$955
Subtotal Task 1:	1	15	14	0	0	8	38	\$6,114
Task 2: Utility Coordination								
2.1 Coordination and Notification		8					8	\$1,528
Subtotal Task 2:	0	8	0	0	0	0	8	\$1,528
Task 3: Geotechnical Data Collection for Pavement Design								
3.1 Field Investigation (two site borings) - Subcontractor							0	\$7,690
Subtotal Task 3:	0	0	0	0	0	0	0	\$7,690
Task 4: Topographic Survey								
4.1 Topographic Survey - Subcontractor							0	\$14,500
Subtotal Task 4:	0	0	0	0	0	0	0	\$14,500
Task 5: Infrastructure Design								
5.1 Preliminary Design		10	10	48			68	\$10,100
5.2 60% Water/Wastewater Design Package		12	14	80			106	\$15,486
5.3 90% Water/Wastewater Design Package		16	16	68			100	\$14,972
5.4 Final PS&E	1	10	16	48			75	\$11,341
Subtotal Task 5:	1	48	56	244	0	0	349	\$51,899
Task 6: Post Design and Construction Services								
Pre-bid Mtg and Addenda		7					7	\$1,337
Submittal, RFI and Change Order Reviews			24	46			70	\$10,314
Pre-Construction meeting			4				4	\$684
Bi-weekly construction progress meetings		2	10				12	\$2,092
Site visits (up to six in-person)			6		24		30	\$3,570
Punchlist walkthrough and Final Inspection					10		10	\$1,060
As-built Production		1		8			9	\$1,271
Subtotal Task 6:	0	10	44	54	34	0	142	\$20,328
Total Hours:	2	81	114	298	34	8	537	\$102,059
Total Labor Cost:	\$430	\$15,471	\$19,494	\$40,230	\$3,604	\$640		
Expenses								
Reproduction and Postage		\$250.00						
Vehicle Mileage (PDX - HR 140 mi r/t ~10 trips + Bend - HR 286 mi r/t x 1 trips @ \$0.575/mi)		\$1,000.00						
Expenses Subtotal:	\$1,250.00	0	0	0	0	0		\$1,250
Total Fees (Task 1 - 7), Contingency Items and Expenses:	\$1,680	\$15,471	\$19,494	\$40,230	\$3,604	\$640	-	\$103,309

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and Members of the City Council

From: Mark Janeck, Director of Public Works

Subject: Award Professional Service Contract for Final Design for Prospect Ave. 1st to 7th Water and Sewer Replacement Project

Background:

Replacement of clay sewer pipes and lead jointed water lines is a project on the City Council's 2020 work plan.

The City has approximately 52 miles of clay sewer lines that are past their useful life. Groundwater from rain events infiltrate these deteriorated sewer lines and pushes this clean water to the wastewater treatment plant. This creates an influx of groundwater or stormwater into the wastewater treatment plant making our processing less efficient and has also resulted in DEQ violations due to overflows at the plant.

The City is also required to replace all lead jointed water lines and has approximately 30,000 linear feet within its distribution system. The City submits testing for lead every three years and has never exceeded the lead activation level. The City has a master plan which identifies a plan to replace lead-jointed pipes within the next 10 years.

Due to the age of the pipes, the locations for the clay sewer pipe and lead jointed pipe often coincide and it is cost effective to replace them at the same time. By replacing the lines at the same time, the City can also prevent having to dig up the streets twice which helps reduce disruption to the neighborhoods. Consideration for the repair of other underground infrastructure, such as storm sewer piping, is also taken into consideration during the design and research for these water and sanitary sewer projects.

The purpose of this item is to approve an engineering contract for the engineering design and document preparation for public bidding for the replacement of water and sewer pipes on Prospect Avenue between 1st and 7th St.

The City issued a request for proposal (RFP) from qualified firms to provide the final design for the Prospect Avenue, 1st to 7th Street project. The scope of work includes planning, survey, design, and construction documents for the replacement of approximately 620 linear feet of 4" lead-jointed water pipe, and approximately 990 linear feet of 2" galvanized water pipe, as well as replacement of approximately 1,220

linear feet of 10" failing clay sewer pipe and replacement of four manholes. Starting September 30, 2020, this RFP was advertised in the Oregon Contractor Plan Center, Daily Journal of Commerce, Tri City Construction Council, Premier Builders Exchange, Salem Contractor Exchange, SW Washington Contractors 7017, Hermiston Plan Center, Central Oregon Builders Association, McGraw-Hill Construction Dodge, Construct Connect and the Columbia Gorge News.

Nine firms submitted proposals on October 19th, 2020. The nine proposals were evaluated by a selection committee using the 'Content and Evaluation Criteria' set in the RFP. The selection committee awarded the contract to Grayling Engineers as they were the lowest priced, qualified, responsive bidder. City staff has been through the scope and fee negotiation process with Grayling Engineers and have reviewed and agreed upon a price of \$91,175 for the design work. City staff are recommending a contingency amount of \$8,825 be reserved for any unforeseen changes in engineering during the duration of the project. The scope of services and fee amount is attached.

Staff Recommendation: Authorize the City Manager to sign a professional services contract with Grayling Engineers for final design of the Prospect Avenue, 1st to 7th Street Water and Sewer Replacement Project in the amount of \$91,175. Additionally, authorize a contingency of \$8,825 for a total amount of \$100,000 to account for any unforeseen changes during the duration of the project.

Suggested Motion: I move that we authorize the City Manager to sign a professional services contract with Grayling Engineers for final design of the Prospect Avenue, 1st to 7th Street Water and Sewer Replacement Project in the amount of \$91,175 and approve an additional \$8,825 in contingency for unforeseen additions to the design contract.

Alternatives: Do not authorize the signing of the professional service contract and provide other direction to staff.

Fiscal Impact: Project costs will be split between the Water Fund Capital Outlay and the Sewer Fund Capital Outlay. This project is in the adopted budget for FY2020-21.

Attachments: Professional Services Agreement

**CITY OF HOOD RIVER
PROFESSIONAL SERVICES CONTRACT**

PARTIES: City of Hood River ("City")
211 2nd Street
Hood River, OR 97031

Grayling Engineers ("Contractor")
605 Barnes Street, Suite 203
Vancouver, WA 98661

RECITALS

WHEREAS, the City desires to engage the Contractor to provide final design for the Prospect Ave., 1st to 7th Street project as set forth in the attached Exhibit A, which is incorporated herein by this reference; and

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

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

- 1. Statement of Work.** Contractor shall provide and perform the services set forth in Exhibit A within the term of this Contract. Contractor shall report to and coordinate with the Director of Public Works in accordance with the terms and conditions of this Contract.
- 2. All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work and, except as provided in this Contract, furnish all labor, equipment and materials required for the full and proper performance of the Work.
- 3. Qualified to Provide Work:** Contractor has represented, and by entering into this Contract now represents, that Contractor, and all persons employed by Contractor assigned to work on this Contract, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
- 4. Contract Documents.** This Contract includes the following documents, which are incorporated herein by this reference and made a part here of: Exhibit A (Scope of Professional Services), and Exhibit B (Budget).
- 5. Contract Term:** This Contract shall be effective 12/15/2020 and shall be completed and terminate on or before 12/31/2021 unless terminated earlier or extended in accordance with Section 8. Contract termination does not extinguish or prejudice City's right to

enforce this Contract with respect to any default by Contractor that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 6.

6. Compensation: City agrees to pay Contractor not to exceed **\$91,175** for performance of the Work described in Exhibit A during the term of the Contract, which payment shall be based upon the following terms:

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

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

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

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

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

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

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c. Contractor is responsible for all federal, state and local taxes and fees applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for

any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

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

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a. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance in the amount of \$1 million per occurrence and \$2 million aggregate;

b. A professional errors and omissions liability policy in the amount of \$1 million;

c. A comprehensive automobile liability policy, including owned and non-owned automobiles, in the amount of \$2 million; and

d. Workers compensation insurance consistent with state law requirements.

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

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

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(i) Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor and the Contractor's consultants are Instruments of Service intended and authorized for use by the City.

(ii) "Work Product" means all copies of such Instruments of Service provided by Contractor to City pursuant to the Work.

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

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

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

CONTRACTOR: Grayling Engineering:

DocuSigned by:
Kyle Thompson 12/8/2020

Kyle Thompson Date

CITY of Hood River:

Rachael Fuller, Date
City Manager

Approved as to form: _____
Daniel Kearns, City Attorney



605 Barnes Street, Suite 203, Vancouver, WA 98661
360.347.6399

EXHIBIT A - SCOPE OF WORK

City of Hood River, Oregon
Prospect Avenue Water & Sewer Replacement
December 2020

Proposed Scope of Work

The Prospect Avenue Water and Sewer Replacement project is located on Prospect Avenue from the intersection with 7th Street to east of the intersection with 2nd Street in Hood River, Oregon (City). The City is embarking on a multi-year plan to replace lead-jointed water pipes and clay sewer pipes throughout its service area. According to the City's Water Master Plan (WMP), all lead-jointed water pipes are to be replaced by 2030. The project will replace undersized and antiquated water and sewer mains and is one of the first steps in meeting the City's goal of replacing water and sewer mains in the next 10 years. New water mains are anticipated to be eight-inch diameter C900 PVC pipe totaling approximately 1,610 feet. New sewer mains are anticipated to be 10-inch diameter ASTM 3034 PVC pipe totaling approximately 1,220 feet.

Task 1 – Project Management

Subtask 1A - Kick-off Meeting

Two representatives of Grayling will attend a kick-off meeting with the City. The meeting will be scheduled following contract execution and will be held virtually. Grayling will prepare an agenda and summary of the meeting.

Subtask 1B - Design Administration

This task includes correspondence and coordination with the City, tracking and updating the delivery schedule, and tracking the project budget. Included with this task are email and phone correspondence, preparation of monthly invoices, and preparation of monthly progress reports.

Assumptions

- This task does not include in-person meetings.
- Task assumes an average involvement of one hour per week for a total of 32 weeks.

Deliverables

- Monthly invoices

-
- Monthly progress reports included with invoices.

Task 2 – Data Collection

Subtask 2A - Obtain Existing Data from City & Utilities

Grayling will coordinate with the City to obtain maps of existing City utilities, as well as with private utility providers for maps of their facilities. Data anticipated to be collected includes the following:

- CAD and/or GIS utility data from the respective utility agencies
- Copy of the City Engineering Standards
- CAD versions of the City's Standard Drawings

Assumptions

- The City will assist with obtaining the CAD Standard Drawings from Bell Design and Engineering Company.

Subtask 2B - Design Survey

Grayling will subcontract with Klein and Associates of Hood River for professional surveying services within the project limits. Work will include the following:

- Provide topographic surveys
- Identify right-of-way lines
- Prepare project base maps

Assumptions

- Property title research is not included.
- Survey shall be performed within the public right-of-way only.
- Following the survey, Grayling will visit the project site to verify accuracy prior to design.

Subtask 2C - Soils Investigation, 2 Site Borings

Grayling will subcontract with True North Geotechnical for professional geotechnical engineering services. A geotechnical investigation of the project area will be completed in a single phase. Geotechnical work will include literature research of the project area, onsite soils exploration, laboratory testing, engineering analyses, as well as a report documenting findings and recommendations.

Assumptions

- Soil exploration will consist of two borings up to 15 feet deep.
- The City will provide traffic control during the exploration.

Deliverables

- Geotechnical engineering report of findings.

Task 3 – Preliminary Design***Subtask 3A - Horizontal Alignment Review Prior to 60% Plans***

Grayling will prepare and submit plans reflecting the horizontal alignment identifying needed improvements and highlighting potential utility conflicts. Following the submittal, a meeting will be held with the City to discuss review comments. The horizontal alignment set is anticipated to include the following sheets:

1. Cover sheet with maps and sheet index
2. General notes
3. Abbreviations and Legend
4. Plan Sheet Key
5. Plan and Profile(s)

Assumptions

- Two representatives of Grayling will attend a single virtual review meeting with the City.
- The City will weigh risk-reward of potholing prior to construction versus managing any conflicts that arise during construction. Potholing will be conducted by the City if it is deemed necessary.
- An outline of the Special Provisions or an estimate of construction cost will not be provided.

Deliverables

- Preliminary plan sheets showing horizontal alignments in electronic (PDF) format.

Subtask 3B - 60% Design

Construction documents will be modified to address comments on the horizontal alignment review received from the City. Grayling will then prepare and submit draft plans, special provisions, and an engineer's opinion of probable construction cost representing 60% design. Following the submittal, a meeting will be held with the City to discuss review comments. The 60% design set is anticipated to include the following sheets:

1. Cover sheet with maps and sheet index
2. General notes
3. Abbreviations and Legend
4. Plan Sheet Key
5. Plan and Profile(s)

6. Project Specific Details
7. Standard Details

Assumptions

- Technical specifications will be based on the current version of the ODOT Standard Specifications with Special Provisions prepared by Grayling.
- Two representatives of Grayling will attend a single virtual review meeting with the City.
- The City will provide boilerplate contract documents.
- A detailed traffic control plan will not be provided.

Deliverables

- 60% drawings in electronic (PDF) format.
- Draft Special Provisions.
- Draft front-end documents.
- Engineer's opinion of probable construction cost reflecting 60% design in electronic (PDF) format.

Task 4 – Final Design

Subtask 4A - Final Design

Construction documents will be modified to address comments on the 60% design received from the City. Grayling will prepare final, bid ready, contract documents as well as a final engineer's opinion of probable construction cost. Contract documents will be stamped and signed by a professional engineer licensed in the State of Oregon.

Assumptions

- Grayling will conduct a Plan In Hand (PIH) walkthrough prior to issuing final documents.
- The City will coordinate permitting, if required.

Deliverables

- Bid-ready construction documents in electronic (PDF) format.
- Final engineer's opinion of probable construction cost in electronic (PDF) format.

Subtask 4B - Design Coordination

Grayling will coordinate the design effort with the City and subconsultants ensuring the project stays on schedule and within budget.

Task 5 – Bidding Support Services

Subtask 5A - Pre-Bid Meeting

Grayling will schedule and conduct the pre-bid meeting.

Assumptions

- The pre-bid meeting will be mandatory and held onsite.
- One representative of Grayling will attend the meeting.

Deliverables

- Sign-in sheet
- Meeting agenda
- Meeting summary

Subtask 5B - Bidding Services

The City will advertise the project and conduct the bid opening. Grayling will assist the City during the public bidding process with the following services:

- Respond to bidder requests for information (RFI) if applicable.
- Prepare addenda to the contract documents if applicable.

Assumptions

- The project will be advertised online through QuestCDN.
- The City will manage the bid opening; Grayling will not attend the opening.
- 24 hours have been allocated for this task.

Deliverables

- RFI's and addenda as described above.
- Six (6) sets of conformed construction drawings will be provided following the bid opening.

Task 6 – Construction Services

Subtask 6A - Pre-Con and Construction Meetings

Grayling will schedule and conduct the following meetings following selection of the contractor:

- Pre-construction meeting with the City and the contractor.
- Weekly meetings with the City and the contractor to monitor progress.

Assumptions

- Construction is anticipated to last 12 weeks. Weekly meetings are anticipated to be one hour in length.
- 24 hours have been allocated for this task.

Deliverables

- Meeting agendas & summaries as described above.

Subtask 6B - Technical Assistance During Construction

Grayling will assist the City with administering the construction contract. Work includes the following:

- Reviewing product submittals from the contractor
- Reviewing and responding to RFIs

Assumptions

- 32 hours have been allocated for this task.
- The Contractor will provide materials testing during construction.

Deliverables

- Email correspondence.
- Reviewed submittals and RFIs as described above.

Subtask 6C - Construction Inspection

Grayling will visit the site to observe and document the work, monitoring the contractor's compliance and conformance with the contract documents. For budgeting purposes, four (4) site visits are assumed. Anticipated milestones are as follows:

- Two times during the course of construction.
- Pre-final walkthrough for substantial completion.
- Final walkthrough for project closeout

Assumptions

- The City will lead day-to-day construction inspection.
- Additional site visits may be made upon written approval from the City.
- 32 hours have been allocated for this task.
- Additional visits may be requested by Grayling and authorized by the City.

Deliverables

- Construction observation reports.

- Pre-final walkthrough letter with punchlist
- Final walkthrough letter

Subtask 6D - Record Drawings

Grayling will prepare record drawings documenting final conditions following construction. Items include the following:

- Final elevations and measurements of the installed structures and facilities.
- Any changes made to pipe material, slope, length of pipe, finished grade, etc.

Assumptions

- The contractor will document changes and provide as-built drawings to Grayling.
- Mylar copies are not required.

Deliverables

- Two (2) hard copies of record drawings delivered to the City.
- Electronic copy of record drawings in DWG and PDF format.

Task 7 – Reimbursables, Mileage, Prints, Etc.

This task consists of reimbursable expenses incurred as part of the design and construction work. Examples include mileage to attend meetings in Hood River and printing conformed drawings and record drawings.

Exclusions

- Services and deliverables not defined herein.

Estimated Fee

The total estimated fee based on the scope of work described herein is **\$91,175**. Work will be invoiced monthly on a time and materials basis, not to exceed the agreed upon total without prior approval from the City. Please refer to **Exhibit B** for a detailed breakdown of the estimated fee by task.

Schedule

Professional engineering services are assumed to begin in December 2020 and be completed by December 31, 2021. A detailed delivery schedule will be provided following notice to proceed.



**EXHIBIT B - FEE ESTIMATE
CITY OF HOOD RIVER
PROSPECT AVENUE WATER & SEWER REPLACEMENT
DECEMBER 2020**

Task	Description	Senior Engineer	PM / CM	Design Engineer III	CAD / GIS Technician	Total Hours	Labor Cost	Subconsultants		Total
		\$185	\$150	\$150	\$95			Klein	True North	
1-A	Kick-off Meeting	4	2	4		10	\$ 1,639			\$ 1,639
1-B	Design Administration	32				32	\$ 5,920			\$ 5,920
2-A	Obtain Existing Data from City & Utilities		2	4		6	\$ 899			\$ 899
2-B	Design Survey			8	8	16	\$ 1,958	\$ 23,320		\$ 25,278
2-C	Soils Investigation - 2 site-borings			2		2	\$ 300		\$ 5,500	\$ 5,800
3-A	Horizontal Alignment Review prior to 60% Plans	4	4	12	16	36	\$ 4,657			\$ 4,657
3-B	60% Design	8	8	32	36	84	\$ 10,892			\$ 10,892
4-A	Final Design	8	12	40	36	96	\$ 12,690			\$ 12,690
4-B	Design Coordination	8				8	\$ 1,480			\$ 1,480
5-A	Pre-Bid Meeting	8	4			12	\$ 2,079			\$ 2,079
5-B	Bidding Services	4	12	8		24	\$ 3,736			\$ 3,736
6-A	Pre-Con and Construction Meetings	8	16	0	0	24	\$ 3,877			\$ 3,877
6-B	Technical Assistance During Construction	8	24			32	\$ 5,075			\$ 5,075
6-C	Construction Inspection		16	16		32	\$ 4,794			\$ 4,794
6-D	Record Drawings		2	4	8	14	\$ 1,659			\$ 1,659
7	Reimbursables, Mileage, Prints, Etc.					0	\$ -			\$ 700
	Total	100	118	130	104	428	\$ 61,654	\$ 23,320	\$ 5,500	\$ 91,175

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: December 14, 2020

To: Honorable Mayor and Members of the City Council

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

Subject: Cascade Locks / Hood River Enterprise Zone Extension

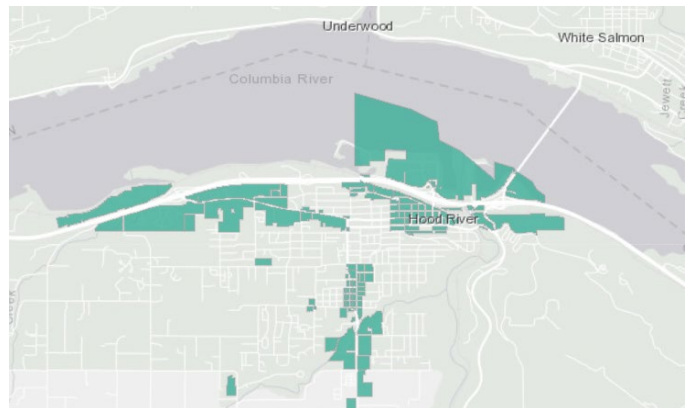
Question for City Council

Should the City of Hood River participate in the process to extend the Cascade Locks/Hood River Enterprise Zone beyond its current expiration date of June 30th, 2021?

Background

Enterprise Zones are an economic development tool available to local governments in Oregon. The tool provides property owners with a property tax exemption as an inducement to develop within geographically defined zones. There are seventy-four (74) active enterprise zones in Oregon. Qualified investments include new buildings, additions, and equipment/machinery. Land, existing property, and minor items of personal property do not qualify. Retail, construction, financial, and certain other activities are also explicitly ineligible. Business Oregon regulates the enterprise zone program under [state statute](#) and enforces minimum standards for designation of a zone. Local governments, also referred to as Zone Sponsors, can further limit the boundaries, target sectors, or otherwise add qualifications for local enterprise zone tax abatements.

Cascade Locks first sponsored an enterprise zone in 1998. This zone was expanded to include the City and County of Hood River geographically and as co-zone sponsors in 2003. Most, if not all, of the City of Hood River's commercial and industrial zoned properties are within the enterprise zone (see image to the right). The zone also extends into the upper valley. A complete map of the full district is on [Business Oregon's website](#).



Mid-Columbia Economic Development District (MCEDD) has administered the joint zone since at least 2010. MCEDD accepts and processes zone applications and reports zone activity to the Hood River County Assessor and Business Oregon. All zone applications are approved by the governing board of the relevant zone sponsor. In the City of Hood River this is the Hood River City Council.

There are four (4) businesses in active property tax abatement in the City of Hood River, Hood River Juice, Hood River Distillers, Ferment LLC, and Orbital UAV USA LLC. Cumulatively these developments constitute an estimated \$12.2 private capital investment and forty-one (41) new jobs.

Discussion:

The current Cascade Locks/Hood River Enterprise Zone will expire on June 30th, 2021. MCEDD is asking zone sponsors for their initial interest in zone redesignation. After confirming continued interest, MCEDD anticipates the following process:

1. Notify taxing district and other partners if re-designation is being considered
2. Notify Business Oregon of the intent to re-designate
3. Determine potential zone boundaries, focus areas, and partners
4. Initiate research into data for demonstrating local economic hardship
5. Hold an informational public meeting, invite partners and taxing districts to participate
6. Conduct additional outreach to businesses and community
7. Finalize materials, draft resolutions, and hold final tax district and community meetings
8. Pass resolutions and sign all necessary paperwork
9. Submit to Business Oregon before the current Enterprise Zone terminates on June 30, 2021

Staff Recommendation:

Initiate the reauthorization of the City's participation as a zone sponsor of the Cascade Locks / Hood River Enterprise Zone.

Fiscal Impact

There are differing economic opinions on the fiscal impact of enterprise zones. Under the assumption that specific developments will not occur in the absence of a property tax incentive, then the fiscal impact is positive due to the new economic activity generated and the future tax revenue that will accrue after tax exemptions expire. Under the assumption that development will occur with or without a tax exemption, then the fiscal impact is negative as taxing districts forego 3-5 years of revenue. Staff's recommendation is not an endorsement of either argument but instead based on the fact that seventy three (73) other enterprise zones are in operation in Oregon and Hood River will be at a relative disadvantage if it doesn't similarly utilize the tool.

Alternatives:

The City Council may choose to abandon sponsorship of the enterprise zone. Zones in Cascade Locks and unincorporated Hood River County may continue without the City of Hood River's participation.

Timing Considerations

The existing Cascade Locks / Hood River enterprise zone designation expires on June 30, 2021.

Suggested Motion:

"I move to direct MCEDD, acting on the City's behalf as zone manager, to initiate the re-designation of the Cascade Locks / Hood River Enterprise Zone with the express intention of the City of Hood River to continue as a zone sponsor"

Attachments:

Resolution 2003-07 Designating Cascade Locks / Hood River Enterprise Zone

Resolution 2003-07
(A RESOLUTION EXPANDING THE CASCADE LOCKS ENTERPRISE
ZONE TO INCLUDE THE COUNTY OF HOOD RIVER
AND THE CITY OF HOOD RIVER FOR THE ECONOMIC
BENEFIT OF THE AREA)

WHEREAS, in 1998, the City of Cascade Locks successfully applied for an enterprise zone, which was designated as the Cascade Locks Enterprise Zone by the Director of the Oregon Economic and Community Development Department on December 15, 1999, and;

WHEREAS, this Enterprise Zone and the tax exemptions that it offers for new investments in plant and equipment by eligible businesses are critical elements of local efforts to increase employment opportunities, to raise local incomes, to attract investments by new and existing businesses, and to secure and diversity the local economic base, and;

WHEREAS, All of the municipal corporations, special service districts and so forth, other than the sponsoring governments, that receive operating revenue from the levying of ad valorem taxes on real and personal property in the area of the proposed expansion of the Enterprise Zone have been informed and asked to comment on the proposal, with sufficient time prior to the consideration of the resolution;

WHEREAS, The City of Hood River is currently not a sponsoring government of the Cascade Locks Enterprise Zone; this proposed changed in the zone boundary includes areas within the jurisdiction of the City of Hood River and both The City of Hood River and Hood River County are requesting to join the Enterprise Zone as cosponsors, and;

WHEREAS, officials of Hood River County, City of Cascade Locks and City of Hood River have agreed to request an expanded zone that would add the areas indicated in the attached maps, Exhibit A, and listing with assessors tax lot designations, Exhibit B, and;

WHEREAS, a public hearing was held on March 10, 2003 to hear the responses from the citizenry to the proposed changed in the Cascade Locks Enterprise Zone requested herein, and;

WHEREAS, notices were sent to the appropriate local taxing districts impacted by the expansion by Hood River County, and;

WHEREAS, This change in the boundary of the Cascade Locks Enterprise Zone would allow a unified countywide economic development effort, which would benefit the local area through increased cooperation and awareness of the opportunities available in Hood River County including within the City of Cascade Locks and the City of Hood River, and

WHEREAS, Community representatives have been working with Cardinal Glass Industries toward the establishment of a new window assembly facility in the County, and said company has requested the expansion of the Enterprise Zone as a condition of location; and

NOW, THEREFORE BE IT RESOLVED, that the City of Hood River and Hood River County are to be added as a cosponsors of the Enterprise Zone, and;

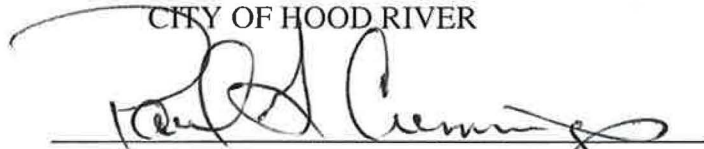
BE IT FURTHER RESOLVED, that the City of Hood River requests additions to the Cascade Locks Enterprise Zone area as shown in the attached exhibits, and;

BE IT FURTHER RESOLVED, that the name of the expanded enterprise zone will be changed to the Cascade Locks / Hood River Enterprise Zone, and;

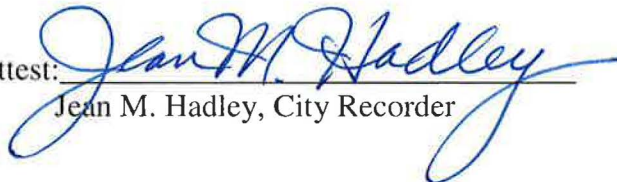
BE IT FURTHER RESOLVED, that the County Economic Development Coordinator is hereby appointed to be the manager of the expanded Cascade Locks / Hood River Enterprise Zone, and;

BE IT FURTHER RESOLVED, that the Hood River County Economic Development Coordinator as the enterprise zone manager is hereby authorized to prepare and submit technical memoranda to the Oregon Economic and Community Development Department, along with this resolution and other necessary documents, verifying that the requested additions to the Cascade Locks Enterprise Zone complies with the requirements of ORS 285B.680 and 285B.683, so that the request herein may be approved by order of the Director of the Oregon Economic and Community Development Department.

Approved by the Hood River City Council the 10th day of March 2003.

CITY OF HOOD RIVER


Mayor Paul G. Cummings

Attest: 

Jean M. Hadley, City Recorder



Port of Hood River

Providing for the region's economic future.

INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • portofhoodriver.com • Email: porthr@gorge.net

December 2, 2020

Jennifer Gray, City Recorder
City of Hood River
211 2nd Street
Hood River, OR 97031

Re: Port nomination of Commissioner David Meriwether to Urban Renewal Agency Board

Dear Ms. Gray:

During the Port Board of Commissioners meeting on December 1, 2020, Commissioner David Meriwether stated his interest in serving for a third term as one of the two Port representatives on the Urban Renewal Agency board. Mr. Meriwether is currently serving as the Port Position #3 representative, with a term expiring June 30, 2021.

Commissioner Meriwether's nomination to the URA board was unanimously approved, and we request City approval of the nomination to continue his service in his current position.

Respectfully,

Michael McElwee
Executive Director