

# CITY OF MOSIER

small enough to make a difference

## CITY COUNCIL MEETING

Wednesday, December 16, 2020 6:30 P.M.

Please join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityCouncil1>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(646\) 749-3117](tel:+16467493117)

Mexico (Toll Free): [800 083 55 35](tel:8000835535)

Mexico: [+52 55 4624 4518](tel:+525546244518)

Access Code: 718-957-813

6:30pm	I	<b>Call to Order/Roll Call – Mayor Burns</b>
	II	Agenda corrections or additions
6:35pm	III	<b>Business from the Audience</b>
6:45pm	IV	<b>Approval of: 12/02/2020 Council Meeting Minutes</b>
	V	<b>BUSINESS</b>
6:50 pm	1.	Pacific Power Award of EV Charging Grant – City Manager/City Attorney
7:15 pm	2.	Approval of Well #5 Site Easement Agreement – City Engineer / City Attorney
7:30 pm	VI.	<b>ANNOUNCEMENTS</b>
7:35 pm	VII.	<b>ADJOURN</b>

## **CITY COUNCIL MEETING**

**December 2, 2020 at 6:30 P.M.**

**Please join the meeting from your computer, tablet or smartphone.**

**<https://www.gotomeet.me/CityCouncil1>**

**You can also dial in using your phone.**

**United States (Toll Free): 1 866 899 4679**

**United States: +1 (646) 749-3117**

**Access Code: 718-957-813**

### **MINUTES**

6:30 Mayor Burns: call to order

#### **Attendance:**

Council: Arlene Burns, Peny Wallace, Lacy Gries, Ron Wright, Witt Anderson, Acasia Berry, Charlie Cannon

Staff: Colleen Coleman City Manager, Laura Westmeyer City Attorney, John Grim City Engineer, Katie Skakel City Planner, Jayme Bennett City Recorder

Community/Other: Scott Hage Wasco County Commissioner, Norma Simpson Mosier resident, Emily Stranz Mosier residents, Greg Valitchka, Carol Root Seeber, Scott Edelman, Steve Bachelder, Scott Edelman Oregon Dept of Land Conservation and Development (DLCD).

#### **Agenda corrections or additions:**

N/A

#### **Business from the audience: N/A**

Motion to approve minutes: Peny – question from Jayme regarding minutes – closing in high water – Witt Anderson clarifying his comments on transient lodging tax (TLT) vs. Short term rental (STR)

1<sup>st</sup> Peny Wallace

2<sup>nd</sup> Acasia Berry

all in, no opposition

6:35 motion passes

### **I. Intro of current council to new member:**

Greg Valitchka (new council member) gives an introduction to council about his interests, passions and self.

Intro from Lacy Gries: As the derailment happened Mosier deserves the best, and as a teacher, I don't have the time, thank you for participating. (Lacy is retiring from council).

Other council and staff members, as well as county commissioner Scott Hage introduce themselves.

### **II. Scott Edelman**

DLCD expert – originally from North Carolina with deep values in the land use system – covers the slides shown in the council meeting. Topics include:

Avoiding urban sprawl with density, and state land use goals.

The role of the DLCDC being a regional representative (expert in the field). There are experts for each state planning goal. He also has experience in working with Oregon Department of Transportation (ODOT) on transportation growth management plans, and various other grants.

Questions from council include timelines, process and allowing public to speak (regarding time limits).

Review of the quasi-judicial process, legislative process and what predicates it.

Covers the basic timeline requirements and process.

Explains that all people being treated fairly or given an opportunity to speak is most important (same amount of time). Staff has no time limitation on speaking in these hearings.

Additionally, he covers the basics of proportionality and general rules and procedures for the State of Oregon.

### **III. Resolution Adopting New Utility Fees: John Grim City Engineer**

Council inquires to if it the same information reviewed previously (it is).

**Lacy Gries makes a motion to authorize INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HOOD RIVER AND THE CITY OF MOSIER (Utility Meter Reading and Account Billing)**

**2<sup>nd</sup> RON WRIGHT**

**All in, no opposition**

**Motion passes 8:39**

**Adopting the fee schedule of Hood River for services (not water and sewer rates):**

Acasia Berry:

Public notice question – as we have a process going forward, how are we making sure we are giving the proper notice, let's be communicative and proactive.

Peny: What fees are being raised? Explanation of services charges, such as move in or move out fees given. Most fees are decreasing.

**Peny Wallace makes a motion to pass the 2020-06 Resolution Establishing Certain Water and Sewer Processing and Administrative Fees**

**2<sup>nd</sup> Witt Anderson**

**All in, no opposition**

**8:47 motion passes**

**IV. Fulfilling City Council Roles Resolution:**

As previously discussed in council meetings, a line of succession for when there are absences.

**Witt Anderson makes a motion to pass the 2020-05 Resolution Establishing a Line of Succession of Authority Among City Council Members in the Event of a Member's Unavailability**

**2<sup>nd</sup> Acasia Berry**

**All in, no opposition**

**Motion passes 8:51**

**V. Resolution of Public Need 2020-07 for Right of Way Services**

Witt Anderson (possible Ron at same time) makes a motion to adopt the resolution of public need for right of way services, as discussed in the prior meeting, held on November 18<sup>th</sup> – (with the concerns of the public being addressed in that meeting).

2<sup>nd</sup> Acasia Berry

All in, no opposition

Motion passes 8:52

**CITY OF MOSIER**  
small enough to make a difference

VI. Announcements: State of emergency – April 8<sup>th</sup> extension – direct staff to create an addendum to original declaration

Acasia Berry makes a motion for the state of emergency extension and for staff to make an addendum to original declaration.

2<sup>nd</sup> Lacy Gries

All in, no opposition

Motion passes 9:02

## Staff Report

Meeting Date: 12/16/20

Staff: Colleen Coleman, City Manager

Agenda Title: Pacific Power EV Charging Station Grant Award (up to \$215,000)

Agenda Action: Council Acceptance of Grant Contract (indemnity and financial outlay prior to reimbursement)

Proposed Motion: "I move that City Council accepts the conditions of the Pacific Power Electric Mobility Grant and approves the City Manager to sign and implement the grant award."

Fiscal Impact: Last 25% of project cost (up to \$53,750) to be paid by the City until reimbursed by Pacific Power at project completion.

Grant Completion Date: June 7, 2022

Enclosure: Pacific Power Award Letter and Grant Agreement

### Electric Vehicle Charging Station Feasibility

In July 2019, Pacific Power conducted a feasibility assessment for an EV Charging Station to be constructed in Mosier. Subsequently, City Council approved application to Pacific Power's Mobility Grant Program in August 2020. The initial application included two fast chargers and two slow chargers, with the addition of a solar powered electric bike charging station. After an interview and careful review of the budget, Pacific Power asked us to reduce the scope and budget to \$200,000 from \$230,000. Our solution was to remove the slow chargers from the scope and go with only the two fast chargers and keep the bicycle charging station, as it was encouraged by Pacific Power.

Thursday, December 10, 2020, the City received notice that we had been awarded the EV Charging grant for up to \$215,000.

### Grant Award Requirements/Contract:

Pacific Power laid out several conditions for receipt of the funds in their grant award agreement (attached).

- 1) **Project completion June 7, 2022**
- 2) **Repayment:** the funding award must be repaid at a prorated rate to Pacific Power within sixty (60) days if the project
  - a. Leaves the Pacific Power system within ten (10) years of the final grant funding award payment.
  - b. Continues to operate but ceases to provide data to Pacific Power
- 3) **Financing plan:** Demonstrate to Pacific Power's satisfaction by December 30, 2020 that all funds necessary to complete the project (last 25% prior to reimbursement ~ \$53,750.) have been secured. If the project has not secured financing for the additional amounts required by January 30, 2020, the project may forfeit its right to the funds reserved for the project.

#### 4) Education and Outreach Plan

- a. **Pacific Power Recognition statement:** Include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the grant-funded project, ***"This project was made possible with support from Pacific Power and the Oregon Clean Fuels Program."***
- b. **Approvals:** Seek prior approval from Pacific Power for all materials that use the Pacific Power logo.
- c. **Celebrations and publicity:** Celebrate the project completion through one or all of the following: media event, tour, media advisory, press announcement, stakeholder communications.
- d. **Permanent recognition:** Develop at least one piece of permanent, onsite signage that publicly recognizes the contribution of Pacific Power and the Oregon Clean Fuels Program.
- e. **Pacific Power website:** Allow Pacific Power to include information regarding your project in communication material used by Pacific Power.

#### 5) Waiver of Jury Trial (Indemnification)

- a. City waives any right it may have to a trial by jury arising out of, under or in connection with this grant agreement. See page 6 of the attached grant agreement.

#### Staff Recommendation:

**Accept the conditions with a proposed motion:** *"I move that Mosier City Council accepts the conditions of the Pacific Power Electric Mobility Grant and approves the City Manager to sign and implement the grant award."*

December 4, 2020

City of Mosier

ATTN: Colleen Coleman

RE: E-Mobility Grant – City of Mosier - EVSE

Dear Colleen Coleman:

Congratulations! Pacific Power is pleased to inform you that you've been selected to receive an E-Mobility Grant award of up to \$215,000.00 to help advance your electric transportation project at 1100 First Avenue, Mosier, OR.

In order to receive funding, Pacific Power requires that you make a commitment to meet certain requirements, milestones, and deliverables as outlined in the attached **Grant Agreement**. Your project funding award is contingent upon your agreement to the terms set forth herein.

Recipients may request an up-front payment of up to 75 percent of the total project amount. The remaining 25 percent will be remitted once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion. We encourage you to provide a copy of this letter and the attached Grant Agreement to your project manager and contractor(s) to ensure they are aware of all program requirements.

If you agree to all of the conditions set forth in the Grant Agreement, please sign and initial where indicated. Please email a copy of this letter and the signed Grant Agreement to **plugin@pacificorp.net** by **January 15, 2021**.

If you have any questions throughout this process you can reach the grant program manager Esther Pullido by phone at 503-813-7331 or via email at [esther.pullido@pacificorp.com](mailto:esther.pullido@pacificorp.com).

We look forward to partnering with your organization to further clean transportation throughout Oregon.

Sincerely,



Scott Bolton  
Senior Vice President

## Grant Agreement – Electric Mobility Grant

PacifiCorp d/b/a Pacific Power (Pacific Power) will provide up to \$215,000.00 to City of Mosier (Recipient) to support the implementation of electric transportation project at 1100 First Avenue, Mosier, OR, upon completion of the project and confirmation that all award recipient requirements have been met.

This grant funding award amount is based on the information provided by Recipient in its application and during the evaluation process. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the grant funding award amount. All modifications to the project design/scope including those attributes listed below must be submitted for approval using the change request form provided by Pacific Power.

### I. PROJECT ATTRIBUTES

- Deployment of electric transportation technology and project described in the table below:

<b>Award Recipient</b>	City of Mosier	<b>Pacific Power Recognition</b>	Permanent signage, social media, events, a press release, on various websites
<b>Type of Project</b>	EVSE		
<b>Technology</b>	Chargepoint CT 5021-GW1, Chargepoint CPE-250C		
<b>Number of chargers/vehicles</b>	2 Level 2 Chargers, 2 Level II (DCFC) Chargers, 1 e-bike charging station		
<b>Project location</b>	City of Mosier		
<b>Details</b>	Project will be the first steps in electrifying the City of Mosier		
<b>Data Available</b>	Yes	<b>Data Sharing Plan</b>	Yes
<b>Project address</b>	1100 First Avenue, Mosier, OR	<b>Education Plan</b>	Workshops will be available to the public before and after project implementation.
<b>Accessibility</b>	Public		
<b>Online date</b>	3/1/2021		
<b>Funding award**</b>	Up to \$215,000.00		

\* Awards are competitive and funding is limited. If your project scope changes, funding may be reduced or rescinded.

\*\*The funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final funding amount.

- Complete project by June 7, 2022.

*Extensions to this timeline may be considered on a case-by-case basis. Recipient understands that if the project is not completed by June 30, 2022, funding may be rescinded unless a Pacific Power change order form is submitted and approved by the Electric Transportation Project Manager at Pacific Power.*

- Complete a project that will be served by Pacific Power (located in Pacific Power’s service area) over the life of the project. The funding award must be repaid at a prorated rate to Pacific Power within sixty (60) days if the project leaves the Pacific Power system within ten (10) years of the final grant funding award payment.
- Deploy electric vehicle technology/project that is owned by a non-residential Pacific Power customer authorized to make improvements or conduct research at the site.
- For projects that include installation of infrastructure utilize a contractor licensed in the state where the project will be installed and conform to all county/state building and electrical codes and utility connection requirements, which includes general requirements and may require one or more studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the electric vehicle charging infrastructure to the utility system. Recipient understands that they may be responsible for purchasing and installing any necessary protection equipment - that is any system upgrades due to impacts from the proposed project is recipient’s financial responsibility.
- Procure/install equipment/vehicle in accordance with the project technical requirements.
- Provide project data, including but not limited to kilowatt hour (KWh) and usage data on a monthly basis for the life of the project. The funding award must be repaid at a prorated rate to Pacific Power within sixty (60) days of written notice if the project continues to operate but ceases to provide data.  
*Information collected may be used for regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.*
- For Electric Vehicle Supply Equipment (EVSE) projects located in Oregon, grant or transfer to Pacific Power title to all Oregon Clean Fuel Program Credits generated by each of the chargers installed at the project site as a result of grant funding.

## **II. USE OF GRANT FUNDS**

Apply grant funds only to upfront costs associated with studying, planning, promoting, or deploying electric transportation, infrastructure, technology, and vehicle purchase or lease expenses. Funds cannot be used to cover expenses such as fees incurred for project estimates or bids, insurance, renewable energy equipment such as solar panels, energy storage equipment, and structural or other site improvements that would occur without the installation of electric vehicle charging infrastructure, such as landscaping or re-roofing.

Final grant funding amount cannot exceed total eligible project costs. Final reimbursement may be adjusted for changes in project costs, scope, and/or funding sources.

### III. AWARD RECIPIENT DELIVERABLES

- **Quarterly updates:** Provide a quarterly progress report on the 15th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by completing the quarterly progress report form provided by Pacific Power and emailing it to **plugin@pacificorp.net**. The first report will be due by Thursday, April 15, 2021.
- **Change requests:** Complete and submit the change request form provided by Pacific Power for any material change in project scope from project attributes listed in the table above, conveyed in the funding application, or communicated during the evaluation process.
- **Financing plan:** Demonstrate to Pacific Power's satisfaction by December 30, 2020 via a written communication directed to **plugin@pacificorp.net** that all funds necessary to complete the project have been secured. If the project has not secured financing for the additional amounts required by January 30, 2020, the project may forfeit its right to the funds reserved for the project.
- **Ongoing communication:** Keep the Electric Transportation Project Manager apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.
- **Project completion:** Upon completion of project and activation, complete and submit the final report form provided by Pacific Power along with required supplemental documentation and photos to **plugin@pacificorp.net**. Final reporting must be submitted no more than sixty (60) days following the project's official on-line date.

*Note: Pacific Power will not be responsible for any lost documentation related to these award requirements.*

### IV. EDUCATION AND OUTREACH REQUIREMENTS

- **Pacific Power Recognition statement:** Include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the grant-funded project, "This project was made possible with support from Pacific Power and the Oregon Clean Fuels Program." Contact **plugin@pacificorp.net** with questions about use and modification of this language.
- **Approvals:** Seek prior approval from Pacific Power for all materials that use the Pacific Power logo.
- **Celebrations and publicity:** Celebrate the project completion through one or all of the following per the Education Plan listed in the table above: media event, tour, media advisory, press announcement, stakeholder communications. Pacific Power representatives must be provided an opportunity to participate in celebrations.
- **Permanent recognition:** Develop at least one piece of permanent, onsite signage that publicly recognizes the contribution of Pacific Power and the Oregon Clean Fuels Program. Pacific Power can provide samples and support the development of content and messaging.
- **Pacific Power website:** Allow Pacific Power to include information regarding your project in communication material used by Pacific Power. This includes Pacific Power's right to use photographs of the facility in brochures and internet pages for purposes of supporting customer programs.

Contact the **plugin@pacificorp.net** for approvals and guidance.

## V. PAYMENT

Recipient may submit an application for initial disbursement of up to 75 percent of the total project amount and will be remitted within thirty (30) business days of the signed agreement. The remaining 25 percent will be remitted once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion that all funding requirements, including reporting and documentation, have been met. Payment will be remitted directly to the Recipient or to their designated assignee as directed by the award recipient. Full payment will be distributed once the project is complete and verified through the following steps:

- City/county permitting finalized, including electrical inspection.
- Utility has approved installation for operation (if deemed necessary by Pacific Power estimator)
- Project findings and usage data is accessible and shared with Pacific Power
- Data sharing plan is in place and will continue for the life of the project
- Final report form is submitted and approved by Pacific Power, along with:
  - Itemization financial summary of each eligible project expense – i.e. labor, permits, equipment, and materials.
  - Excel spreadsheet of any vehicles, bicycles, e-bikes, and other related equipment and infrastructure funded not previously included in a quarterly report
  - Copies of detailed invoices documenting total and eligible costs and supporting itemization of expenses
  - Documentation of each outside funding source
  - Photos of the installation (.jpg) photos
  - Photos of signage and other educational collateral
  - Photos of any onsite monitoring system displays
  - Documentation of education and outreach efforts (e.g. press coverage, celebrations, etc.)

In the event of the nonperformance of the Grantee, Pacific Power shall require the full recovery of the unspent moneys. A Recipient shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from Pacific Power. Recipient shall report the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting report.

## VI. OVERALL ACKNOWLEDGEMENT OF TERMS

Recipient certifies that Recipient is a non-residential Pacific Power customer authorized to make site improvements at this location. Recipient understands that this funding award, as specified in Section I above, is to, among other things, "Deploy electric vehicle charging technology or research that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project." Accordingly, Recipient agrees to refund the award in at a pro-rated amount should the project cease to be served by Pacific Power. The repayment ("repayment") will be determined as follows:  $\text{repayment} = \text{final grant funding award} \times (120 - \text{service delivery term}) / 120$ , where Service Delivery Term= number of months between the month the Final grant funding award was made and the month Recipient terminated its electric service. For determining the repayment, the dates will be the first day of the month in which they occur.

Additionally it is understood that providing usage data is essential to the learnings of this program. Accordingly, Recipient agrees to refund the award on a pro-rated basis in full should the project cease to provide usage data to Pacific Power on a monthly basis over the life of the project. If the project continues to operate but ceases to provide data to Pacific Power, Recipient is obligated to repay the pro-rated amount to Pacific Power within sixty (60) days of written request. The repayment ("repayment") will be determined as follows:  $\text{repayment} = \text{final grant funding award} \times (60 - \text{data delivery term}) / 60$ , where Data Delivery Term= number of months between the month the Final grant funding award was made and the month Recipient ceased providing data. For determining the repayment, the dates will be the first day of the month in which they occur.

Recipient additionally consents to Pacific Power distribution of this usage data publicly.

Recipient has reviewed and understands the terms and conditions of receiving E-Mobility Grant funding and represent and warrant to Pacific Power that the party below is authorized to sign this agreement on behalf of Recipient.

***Waiver of Jury Trial.*** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN NO EVENT SHALL PACIFIC POWER BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to [plugin@pacificorp.net](mailto:plugin@pacificorp.net).

## Signature Page

### Funding recipient acceptance of Grant Agreement

City of Mosier, (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving an E-Mobility Grant funding award and agree to the requirements and conditions described in this agreement.

Recipient also acknowledges that Pacific Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the electric vehicle charging infrastructure installed, electric vehicles procured or the electrical contractor, including but not limited to those concerning the electrical contractor's experience qualifications or background, the amount of energy consumed, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. Recipient understands that Pacific Power's liability is limited to the funding award and under no circumstances will Pacific Power be liable to the customer or electrical contractor for any further amounts.

Recipient releases and hereby indemnifies Pacific Power, its parent, board, officers, employees and agents against any claim made, action, damages, order or other legal liability in association with Recipient's anticipated receipt of or use of funds under this agreement.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

### Pacific Power Acceptance

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Milestone #	Milestone Description	Date or Expected Duration
1	Notice of grant award	Fall 2020
2	<p><u>Material Purchasing Scheduling:</u></p> <ul style="list-style-type: none"> <li>The Town will provide a purchase order for a single ChargePoint charging station along with appurtenant service plans.</li> <li>The Town and General Pacific will coordinate scheduling of the EVSE delivery and necessary site construction and preparations (anticipated 3-week delivery lead time).</li> <li>Notify and confirm interconnection schedule with PUD.</li> </ul>	~8 weeks after completion of Milestone 1
3	<p><u>Construction:</u></p> <ul style="list-style-type: none"> <li>Install appurtenant electrical equipment.</li> <li>Setup EVSE mounts, concrete pad, complete trenching.</li> <li>Install conduit and pull conductor.</li> <li>Design and construction for the e-bike station will occur in parallel with the installation of the EVSE.</li> </ul>	~5 weeks after completion of Milestone 2
4	<p><u>Commissioning:</u></p> <ul style="list-style-type: none"> <li>Mount the EVSEs to the concrete pad. Terminate power. Conduct OEM install checklist.</li> <li>Startup EVSEs and install settings.</li> </ul>	~1 week after completion of Milestone 3
5	<p><u>Operations and Maintenance:</u></p> <ul style="list-style-type: none"> <li>O&amp;M activities will commence after commissioning following the schedule recommended by ChargePoint and in alignment with the Assure warranty and service plan.</li> </ul>	Ongoing post-commissioning as necessary per system alerts to ChargePoint
6	<p><u>Community Engagement and Utilization:</u></p> <ul style="list-style-type: none"> <li>Community engagement activities will commence approximately 60 days prior to expected commissioning and continue for at least 90 days post commissioning. Engagement activities will include, but not necessarily limited to the following:</li> </ul> <p><u>Pre-commissioning:</u></p> <ul style="list-style-type: none"> <li>Announce the Pacific Power grant award in local news and websites</li> <li>Convene a public workshop with City Council that celebrates the Pacific Power grant award and describes the location, charging components and benefits of the project.</li> <li>Prepare RFB for Electrical Contractor, advertise the opportunity and select the contractor with Nimbus Power Engineers.</li> <li>Present qualifications and contract for award to City Council</li> </ul> <p><u>Post-commissioning:</u></p> <ul style="list-style-type: none"> <li>Listing EVSE as available for use on PlugShare.com &amp; OpenChargeMap.org, as well as other potentially applicable websites.</li> <li>Usage/utilization updates on relevant city and county social media pages.</li> <li>Public workshop cohosted by The Dalles Area Chamber of Commerce on EV vehicles featuring representatives from the Town of Mosier, Pacific Power, General Pacific, and potentially ChargePoint.</li> <li>EV trivia happy hour hosted at local restaurant/public gathering place.</li> <li>News stories relevant local news media featuring usage highlights and local user interviews.</li> </ul>	60 days pre-commissioning and 90 days post-commissioning



## SITE LOCATION AND LAYOUT

Aerial of CITY OF MOSIER, OREGON along Hwy 30 / Historic Highway with I-84 at Exit 69 and the Columbia River to the North



Aerial of Site Plan with Technical Project Layout



## Staff Report

Meeting Date: 12/16/20

Staff: John Grim – City Engineer

Agenda Title: Well No. 5 Project – Easement Purchase Agreement

Agenda Action: Motion to approve execution of the Easement Purchase Agreement

Fiscal Impact: \$40,000 (\$5,000 for temporary easement for preliminary testing + \$35,000 for permanent easement if site deemed suitable)

Staff Recommendation: Approve Motion to execute Agreement

### **Background:**

The City Council approved my work to acquire property as necessary for the development of Well No. 5. We found a single suitable parcel on Mosier Creek Rd. owned by the Clarksons. This parcel is directly across the road from the location of Well No. 4, our current water supply well. The City Council then approved the city engineer's efforts to negotiate the purchase of easements needed for the project. The city attorney and city engineer developed an *Agreement for Conveyance of Easement Interests* aka the Agreement. This agreement, in part, lays out the conditions to be met by both the City and the Clarksons prior to purchasing the easements. This agreement was provided to the Clarksons for their review. They accepted the agreement as written without any changes and with the advice of their attorney.

### **Agreement Framework:**

The agreement is attached to this staff report. The agreement includes an exhibit that illustrates the proposed easements and the well location. The total easement area is about 3/4 acre. The agreement is structured in a way that will allow the City to purchase the right to perform tests on the property to determine if it will be suitable for the well before committing to purchase a permanent easement on the property, which would not occur unless and until the City determines that the site will be acceptable for the new well. This agreement establishes the purchase prices for both the temporary easement (\$5,000) and the permanent easement (\$35,000). If approved, the City would purchase the temporary easement for \$5,000 in the next 12 months and begin testing of the site after that time. The permanent easement would not be purchased unless and until certain conditions are met and the City Council approves. If a permanent easement is purchased, it would be for the amount of \$35,000. In this respect the agreement includes many conditions that must be met before it will be fully implemented. The primary conditions that must be met, and in this order, are:

1. The Clarksons will grant the City a temporary construction easement (TCE) for \$5,000 for surveying, testing and construction.
2. Land use approval. Obtain variance to setback standards from Wasco County and Site Plan approval.
3. USDA approval – Environmental Assessment.
4. USDA approval – Amendment to Water System Plan.

5. OWRD approval – Water right change.
6. City Council approval – Well drilling award of bid and construction agreement.
7. Drill successful well (good quality and quantity of water).
8. OHA and OWRD approval of well
9. Purchase permanent easement for \$35,000. Record along with restrictive covenant.

Upon completion of these steps the City will design and construct the wellhead improvements.

**Financial Impact:**

The easement valuation was based on a discussion with the Clarksons about their expected compensation. No appraisal was done. Upon consultation with City staff and USDA it was determined that an appraisal was not required because the proposed compensation is reasonable.

\$5,000 for temporary construction easement.

\$35,000 for permanent easement agreement.

The total expense of easements is \$40,000. The City budgeted \$100,000 for land purchase for the new well.

**Implementation:**

The Clarksons have approved the agreement.

City staff recommends approval of this agreement.

**City Council Action:**

The City Council can choose not to authorize the agreement, request revisions to it, or delay a decision and request additional information;

or

Proposed Motion: *“I move to authorize the City Manager to sign the Agreement for Conveyance of Easement Interests”*

## AGREEMENT FOR CONVEYANCE OF EASEMENT INTERESTS

This Agreement for Conveyance of Easement Interests (this “**Agreement**”) is effective the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between David and Quin Clarkson (together, the “**Clarksons**”) and the City of Mosier, an Oregon municipal corporation (the “**City**”).

### RECITALS

- A. The Clarksons own fee simple title to certain real property of approximately 6.5 acres located in unincorporated Wasco County near the corporate limits of the City of Mosier, which property is more particularly described in **Exhibit A** attached hereto (the “**Clarkson Property**”).
- B. The City owns and operates a municipal water system, including wells, reservoirs, and a water distribution system. As part of its municipal water system, the City owns and operates an existing well on the Clarkson Property.
- C. The City has a need for a new potable well to serve as an emergency backup water supply source for its municipal water system and has identified a portion of the Clarkson Property that may be suitable for the location of a well for such purpose, which portion of the Clarkson Property is more particularly described in **Exhibit B** and depicted in **Exhibit C** attached hereto (the “**Well No. 5 Site**” or the “**Easement Area**”).
- D. Certain construction and testing, will need to be performed on the Clarkson Property, and government approvals will need to be obtained, in advance of the City’s ability to determine the suitability of the Well No. 5 Site for the City’s needs.
- E. The Clarksons desire to convey to the City, and the City desires to purchase from the Clarksons, temporary easement interests over the Clarkson Property in order for the City to conduct the necessary construction, testing, and other due diligence activities on the Clarkson Property to determine whether the Well No. 5 Site will meet the City’s water system needs.
- F. If the City determines that the Well No. 5 Site is suitable to meet the City’s needs, and that a well in the Easement Area would provide sufficient quality and quantity of water to meet the City’s water system requirements, and provided that the City is able to acquire the necessary regulatory and other approvals, then the City wishes to purchase from the Clarksons, and the Clarksons wish to convey to the City, a permanent easement over, under, upon, through, and across the Property of an area sufficient to protect the wellhead and connect utilities to the Well No. 5 Site and together with the right of ingress and egress and in accordance with the terms and conditions of this Agreement.

Based on the foregoing Recitals, and for valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. Temporary Construction Easement.

**1.1 Conveyance of Temporary Construction Easement.** The Clarksons shall grant the City a temporary access and construction easement (“**Temporary Easement**”) upon the Easement Area, which shall extend from the public right-of-way at Mosier Creek Road to the Well No. 5 Site upon the Clarkson Property as more particularly described and depicted in **Exhibits B and C**. The purpose for the Temporary Easement will be to access and use the Easement Area to conduct testing and undergo construction of a municipal water well.

**1.2 Compensation for Temporary Construction Easement.** The City shall pay to the Clarksons the amount of five thousand dollars (\$5,000) as the entire compensation for the Temporary Easement, which amount shall be payable upon execution by the Parties of a temporary easement agreement.

**1.3 Terms of Temporary Construction Easement.** The temporary easement agreement shall contain the following terms and conditions:

**1.3.1 Restoration of Easement Area.** If, in the City's sole opinion, the well that is constructed under the terms of the Temporary Easement does not satisfy the City's water quality and quantity needs, the City shall notify the Clarksons and shall promptly restore the Easement Area to a condition as near to its original condition as of the Effective Date as is reasonably practicable. The well will be decommissioned in accordance with Oregon State law. The City shall perform the restoration as soon as practicable. In the event that the City decides to not construct and operate a municipal well on the Clarkson Property, the City shall have no further obligation to the Clarksons, and the Clarkson shall have no further right or claim against the City following the restoration provided for in this provision.

**1.3.2 Construction Activities.** The Parties shall agree to a schedule for construction activities, including the days and times of day when construction activities will be conducted on the Property.

**1.3.3 Indemnification.** The City shall indemnify, defend, and hold harmless the Clarksons from any and all claims, loss, liability, or damage in connection with any entry on the Property by the City or the City's agents, employees, or independent contractors.

### 2. Permanent Easement.

**2.1 Conveyance of Permanent Easement.** Provided that all of the covenants and conditions of this Agreement are met, each an independent condition precedent to the City's purchase of permanent easement interests, the City agrees to purchase from the Clarksons, and the Clarksons agree to convey to the City, a perpetual and exclusive access and utility easement on, across, and under the Easement Area, including the right to ingress and egress therefrom, the purpose of which will be to construct, place, maintain, operate, repair, and replace a potable water well and associated facilities, including but not limited to utility lines and connections (the

“Easement”). The Easement shall burden the Clarkson Property. If any covenant or condition of this Agreement is not met, the City shall so notify the Clarksons and except for any continuing obligations as herein described, neither Party shall have any remaining rights or obligations to the other Party under this Agreement and this Agreement shall become null and void.

**2.2 Compensation for Permanent Easement.** The City shall pay to the Clarksons the amount of thirty-five thousand dollars (\$35,000) as the entire monetary compensation for the Easement, which amount shall be payable upon the recording of a permanent access and utility easement agreement executed by the Parties. As additional compensation, the City shall install a water level monitoring sensor for the private well on the Clarkson Property.

**2.3 Terms of Permanent Easement Agreement.** If a permanent access and utility easement agreement is entered into by the Parties, the agreement shall incorporate the following terms and conditions:

**2.3.1** Prior to constructing permanent improvements in the Easement Area, the City shall prepare and submit to the Clarksons design drawings of the improvements for the Clarksons’ review and approval, including the City’s proposal for site grading, site landscaping, site restoration, erosion control, building design, and fencing.

**2.3.2** In the event that any Party determines that state law imposes more limitations or greater restrictions than what the Parties have agreed upon, the Parties shall reopen negotiations in an effort to accommodate those requirements.

**2.3.3** The City shall indemnify, defend, and hold harmless the Clarksons from any and all claims, loss, liability, or damage in connection with any entry on the Property by the City or the City’s agents, employees, or independent contractors.

**3. Conditions and Covenants.** The City’s agreement to purchase permanent easement interests and enter into an access and utility easement as herein described is contingent upon the satisfaction of each of the following conditions:

**3.1.1. Approvals by Mosier City Council.** The Mosier City Council must take formal action to approve of the construction and operation of a municipal water well in the Easement Area, and to approve of the terms and conditions of the permanent access and utility easement agreement. Action by the Mosier City Council shall be made in its sole discretion.

**3.1.2. Approvals by Wasco County; Land Use and Development Approvals.** The City must be satisfied with and have received all final land use and development approvals from Wasco County and all other applicable governmental authorities, after all appeal periods, as may be required for the City’s intended use of the Easement Area. The City must be satisfied with all conditions of approval, if any, that accompany the final land use and developments approvals. Upon execution of this Agreement, the Clarksons hereby appoint the City as the Clarksons’ agent and authorized representative to make and progress, on the Clarksons’ behalf, any and all land use and regulatory requests, and to make applications and requests to government entities and agencies so that the City may make use of the Property for its intended

use. The Clarksons' agree to cooperate with the City, Wasco County, and any other government entity or agency in the City's submittal of all land use and development requests and applications for approval. The City shall pay the costs for land use and development applications and requests as may be required by Wasco County for the City's intended activities on the Property.

**3.1.3. Approvals by State of Oregon.** The City must obtain approval by the Oregon Health Authority and the Oregon Water Resources Department as required for the construction and operation of a municipal well on the Property.

**3.1.4. Approvals by the Federal Government.** The City must obtain approval by the U.S. Department of Agriculture as required for the construction and operation of a municipal well by the City on the Property.

**3.1.5. Reports & Assessments.** The City must be satisfied as to the suitability of the Property for its intended use, including satisfaction with the quantity and quality of water available on the Property; the encumbrances, if any, that burden the Property; and the taxes and liabilities due and payable on the Property at the time of the execution of the permanent easement agreement. To this end, the City may obtain, at the City's expense, a preliminary title report or other title documents showing the condition of title to the Property, together with copies of all exceptions listed therein, and the Clarksons shall cooperate with the City's requests for such reports. Upon request by the City, the Clarksons shall provide all other relevant reports, including any environmental assessments and inspections that are in its possession and pertaining to the Property. The City shall conduct a survey for the location of the Clarkson Property and of the Property boundaries and shall provide to the Clarksons a copy of the final survey. Costs of the survey shall be paid for by the City.

**3.1.6. Restrictive Covenant.** The Clarksons shall record a restrictive covenant upon the Clarkson Property, covering a circular area extending out for a radius of approximately 50 to 100 feet from the well location (the "**Sanitary Control Area**"), more particularly described in attached **Exhibit D**. The restrictive covenant shall provide that for so long as the well is used for municipal water purposes, the following shall be precluded from the Sanitary Control Area:

any potential source of contamination, such as septic tanks, septic drainfields, sewer lines, underground or above-ground storage tanks of any kind, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

The restrictive covenant shall be recorded in a form approved by the City. No additional compensation shall be paid to the Clarksons for the fulfillment of this condition.

#### **4. Representations and Warranties.**

**4.1 The Clarksons' Representations and Warranties.** The Clarksons represent and warrant to the City as follows:

**4.1.1.** The Clarkson Property will remain in substantially the same condition as its present condition (except for any damages caused by the City) at the time of execution of the permanent access and utility easement agreement or at the time of the City's notification that it will not purchase the permanent easement interests as specified herein.

**4.1.2.** The Clarksons have received no written notice of any liens to be assessed against the Clarkson Property or any notices relating to condemnation of any portion of the Clarkson Property.

**4.1.3.** The Clarksons have received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Clarkson Property.

**4.1.4.** To the best of the Clarksons' knowledge, the Clarkson Property has never been used for the storage or disposal of any hazardous material or waste. There are no environmentally hazardous materials or wastes contained on or under the Clarkson Property and the Clarkson Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

**4.1.5.** The Clarksons are fully authorized to enter into and perform their obligations under this Agreement and any other agreement or instrument necessary to consummate the transactions contemplated by this Agreement.

**4.2 City's Representations and Warranties.** The City represents and warrants to the Clarksons as follows:

**4.2.1.** Neither the City's execution of this Agreement nor its performance of the obligations hereunder will violate, constitute a default under, or breach of, any agreement between the City and any third party by which City is bound.

**4.2.2.** The City is fully authorized to enter into and perform its obligations under this Agreement and any other agreement or instrument necessary to consummate the transactions contemplated by this Agreement.

**4.3** No suit, action, or other proceeding will have been threatened or instituted against the City or the Clarksons to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the transactions contemplated by this Agreement.

**5. Binding Effect & Restriction on Assignment.** This Agreement is binding on and shall inure to the benefit of the Clarksons, the City, and their respective heirs, legal representatives, successors, and assigns. Neither Party may assign its rights under this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld.

**6. Attorney Fees.** In the event legal action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party all reasonable attorneys' fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

**7. Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter contained herein. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the Parties regarding the Easement Area. This Agreement may not be modified or amended except by a written agreement executed by both Parties. This Agreement is intended to be superseded and replaced by the future recorded agreements conveying easement interests herein referenced.

**8. Applicable Law.** This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon. In the event that any part of this Agreement is held to be invalid or unenforceable by any court or administrative agency of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**9. Acceptance.** This Agreement shall be null and void unless accepted by the Clarksons, as evidenced by the Clarksons' execution of it, on or before \_\_\_\_\_.

The Parties have executed this Agreement, effective as of the Effective Date.

**FOR THE CLARKSONS:**

**FOR THE CITY OF MOSIER:**

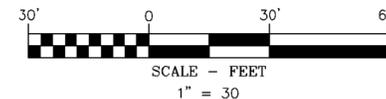
By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Clarkson

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Quin Clarkson

# TOPOGRAPHIC SURVEY

LOCATED IN SECTION 12, T. 2N., R. 11E., W.M.  
WASCO COUNTY, STATE OF OREGON  
2N 11E 12 TAX LOT 400



**BASIS OF BEARINGS**  
OREGON STATE PLANE COORDINATES SYSTEM  
NORTH ZONE, GRID NORTH, GROUND DISTANCE  
ESTABLISHED BY GPS.

### LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY AS TRAVELED
- CALCULATED RIGHT-OF-WAY PER WASCO COUNTY ROAD MAP
- EDGE OF ASPHALT
- FENCE
- CONTOUR (1 FOOT INTERVAL)
- EVERGREEN TREE
- DECIDUOUS TREE
- CALCULATED PROPERTY CORNER
- CONTROL POINT

### GENERAL NOTES:

**NARRATIVE:** THE PURPOSE OF THIS TOPOGRAPHIC MAP IS TO SHOW EXISTING IMPROVEMENTS AND TO DOCUMENT THE HORIZONTAL POSITIONS OF THE PERMANENT FEATURES VISIBLE ON THE GROUND IN THE MAPPED AREA AS FOUND ON THE DATE OF SURVEY, NOVEMBER 14, 2018. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT TRACT.

**CONTOURS:** 1 FOOT INTERVALS

**UTILITY STATEMENT:** UTILITY LINES AS SHOWN ON ARE ABOVE GROUND, UNLESS OTHERWISE NOTED. SEE LEGEND OF UTILITIES FOUND AND NOTED. BURIED UTILITIES SHOWN ARE PER ONE CALL LOCATE TICKET NO. 20265717, DATED SEPTEMBER 24, 2020. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

**\*\*\*\*\* NOTE:** AT THE TIME OF PRODUCTION OF THIS MAP UTILITIES HAVE NOT BEEN MARKED ON THE GROUND AND ARE NOT SHOWN ON THIS MAP.

**UTILITY NOTE:** NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER SURVEYS.

**TITLE NOTE:** EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AND ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

### REFERENCED SURVEYS

R1. MOSIER CREEK ROAD UNIT NO. 1 MAP

### VERTICAL DATUM

NAVD 88 ORTHOMETRIC HEIGHT, UTILIZING THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SERVICES (OPUS) SOFTWARE PROGRAM.

### REFERENCE DEED

PERSONAL REPRESENTATIVE DEED A.F.N. 914249  
BARGAIN AND SALE DEED A.F.N. 2010-003023

### AREA NOTE

8,607 SQ. FT. REMAINDER OUTSIDE OF RIGHT OF WAY

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 12, 2005  
JAMES M. KLEIN  
59002

Expires 6-30-2021

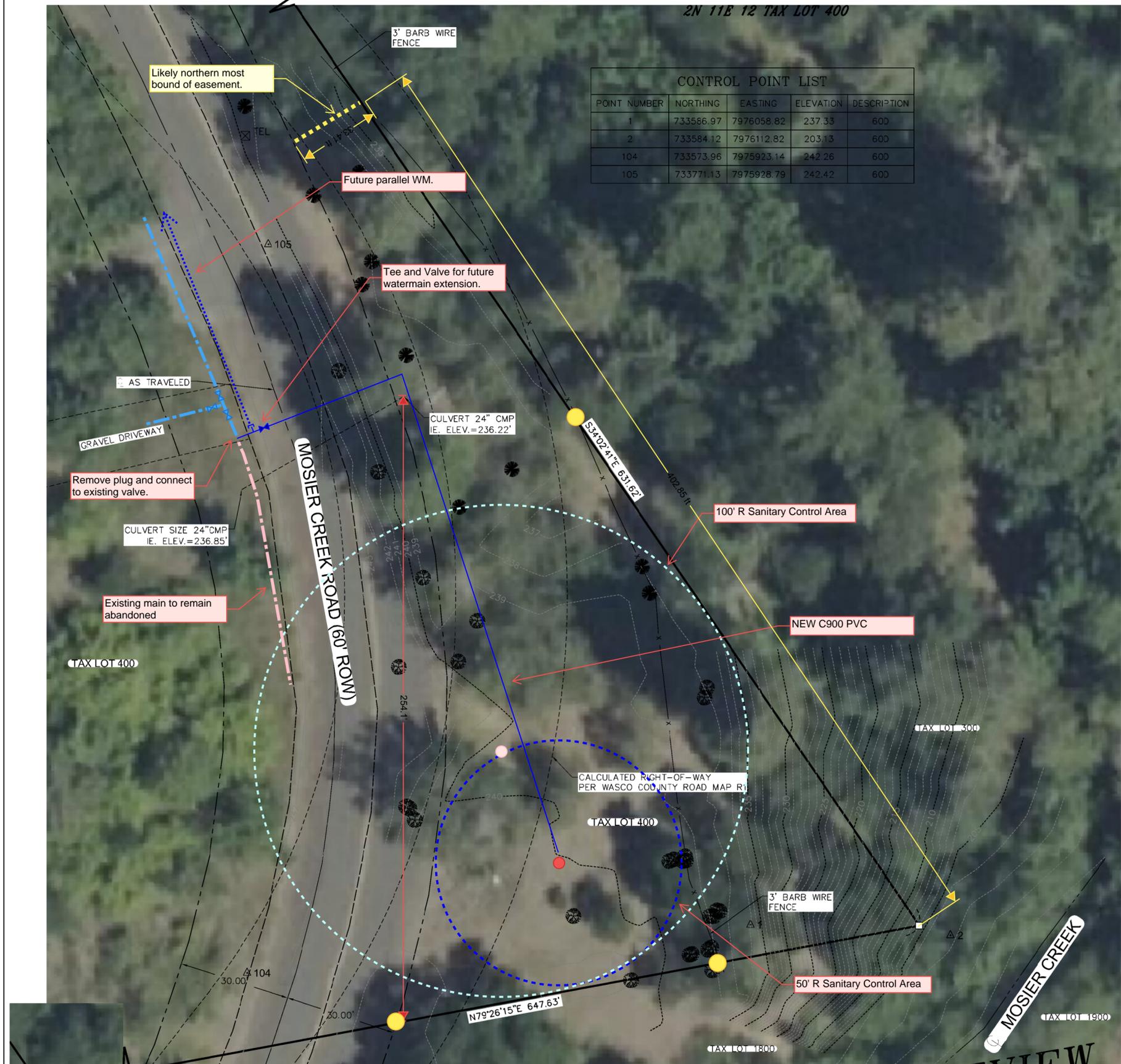
SHEET 1 OF 1  
WILLAMETTE MERIDIAN  
WASCO COUNTY, OREGON

1/4 SEC T. R.

12 2N. 11E.

CONTROL POINT LIST				
POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	733586.97	7976058.82	237.33	60D
2	733584.12	7976112.82	203.13	60D
104	733573.96	7975923.14	242.26	60D
105	733771.13	7975928.78	242.42	60D



FOR REVIEW

**PROPERTY OWNER**  
DAVID CLARKSON

PLOTTED: 10/1/2020  
SAVED: 10/1/2020

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF  
UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.

SURVEY PERFORMED FOR:  
R2H  
DATE OF SURVEY: SEPTEMBER 24, 2020  
PROJECT: 19-11-09 DRAFT:GD  
FILE: 191109MOSIERCREEKWELLSITE.DWG LAYOUT TAB: TOPO SURVEY

**KA**  
**Klein & Associates, Inc.**  
ENGINEERING • SURVEYING • PLANNING  
1411 13th Street • Hood River, OR 97031  
TEL: 541-386-3322 • FAX: 541-386-2515