

CITY OF MOSIER

small enough to make a difference

CITY COUNCIL MEETING

Wednesday April 21, 2021, 6:30 P.M.

City of Mosier Wasco County is inviting you to a scheduled Zoom meeting.

Topic: City Council City of Mosier

Join Zoom Meeting

<https://us02web.zoom.us/j/84455133470?pwd=Q2FhRE1Yb1ZXeU1Ba1JtODBDkZVUT09>

Meeting ID: 844 5513 3470

Passcode: 713086

One tap mobile

+13462487799,,84455133470#,,,,*713086# US (Houston)

I	6:30 pm	Call to Order/Roll Call - Mayor Burns	
II	6:32	Agenda corrections or additions	
III	6:35 pm	Business from the Audience - This is for Mosier residents and anyone else to express concerns, needs, or opportunities. Please keep your comments succinct and under two minutes. You may bring in written materials for Committee and Staff to review. The Facilitator can assign the issue to a future Committee, or to an appropriate staff member. Please realize that we cannot always offer a response immediately but will give the matter due consideration. We encourage the participation of all stakeholders in our community.	5 mins
IV	6:40 pm	Approval of: 4/07/21 - City Council Meeting Minutes	5 mins
V		BUSINESS	
1.	6:45 pm	USDA Sole Source Procurement Approval - John Grim, City Engineer	15 mins
2.	7:00 pm	Hood River Connection Fee - John Grim, City Engineer	15 mins
3.	7:15 pm	EV Charging Draft Contract - Colleen Coleman, City Manager	10 mins
4.	7:25 pm	ARP Financing Testimony - Mayor Burns, Witt Anderson	10 mins
VI	7:35 pm	ADJOURN	



CITY COUNCIL MEETING

Wednesday April 07, 2021, 6:00 P.M.

Please join our meeting online or by phone at the following link or phone number:

Join Zoom Meeting <https://us02web.zoom.us/j/83039991674?pwd=REtyOFJzUWV3d0Y2ZWJb0t5S25y-Zz09>

Meeting ID: 830 3999 1674

Passcode: 971468

One tap mobile +12532158782,,83039991674#,,,,*971468# US (Tacoma)

Dial by your location

+1 253 215 8782 US (Tacoma)

+52 554 169 6926 Mexico

Find your local number: <https://us02web.zoom.us/j/83039991674?pwd=REtyOFJzUWV3d0Y2ZWJb0t5S25y-Zz09>

AGENDA

Mayor Burns: Calls MTG to order at 6:00

Roll Call: Mayor Burns, Witt Anderson, Peny Wallace, Ron Wright, Colleen Coleman, Greg Valitchka, John Grim (Charlie Cannon to join)

Agenda corrections or additions - addition Jayme Jayme: CARES ACT grant funding, addition: Mayor Burns Rock Creek Park, Ron and Witt policy update if time doesn't run out.

Staff: Colleen Coleman, Jayme Jayme, John Grim

Consent Agenda:

Approval of City of Mosier City Council Meeting Minutes: Changes or corrections: Peny Wallace (after roll call, it is short term not shot term).

Witt makes a motion to approve the council mins from March 17, 2021 with the above stated correction

2nd: Ron Wright

All in, no opposition, motion passes 6:04

Claire: Aging in the Gorge: Grass roots effort with partners from many different agencies from across multiple counties (Hood River, Wasco and Klickitat). Many different initiatives are currently underway. We are waiting on Gracen, let's move down the agenda for now and come back so the other participant can join.

Business Item I: SDP (Site Development Permit) Fee (John Grim) overview of the process for single family home:

Five year old program. City of Mosier initiated this when the developments started taking off, and the City of Mosier didn't have the staff to oversee the process, mitigate negative environmental impacts, and protect the infrastructure of the City of Mosier. This is a single family dwelling permit process, not a development process.

The city works with the county and once the city approves a site plan, the county then issues the building permit. We collect fees etc. This process is working well thus far, and is common for smaller communities (especially since MCOG disbanded).

John Grim clarifies the difference between SDC fees and SDP process.

Jayme: clarifies the non-feasibility of cost recovery internally. There isn't more burden on the applicant, it is only alleviating an internal staff burden.

John: the average is 1500 per permit. There is a range of 700-4,000 and it is our job to find the balance and be fair and equitable. This is where the metric of cost recovery at a metric which protects the outliers (the 5% of applicants that exceed the legal, planning, engineering time or otherwise). This may be a once or twice a year occurrence, at most. It will be a City Manager discretionary decision.

Ron Wright asks about low income housing options for reduced fees etc. - wanting to be cognizant of sensitive housing market/houselessness issues/market supply and demand. Is there a way or means to waive this permit fee if we can incorporate low income housing in some way? If you're using the average, and there is an exceptional case, do you have a methodology for tracking to ensure fairness? Are you tracking all SDP?

Jayme clarifies the 500k entry fee of building a home in Mosier is a byproduct of the current market, and this permit fee will not be creating a hardship for an applicant.

Colleen responds with an explanation of the process. First, we'll develop a scope of work for STR policy as Phase I of the Mosier Housing initiative, then Phase II will address mid and long term affordable housing needs and subsequent Council policy recommendations for approval. The city will pursue a legal avenue to encourage this type of development in the second phase.

Colleen clarifies the recovery portion of the permit process is time consuming, and can be exhausting for the home owner, staff, and documentation. Jayme clarifies that the jobs (individual permits) are already tracked internally, so this would eliminate 90% of the need to recover costs, yet still accurately track all numbers. And it simplifies the process of billing and efficiency internally as well as provides a higher level of service.

John: Wrapping up report: ORS statute that grants the city the authority to charge this fee. The public can comment on this new fee.

No comment. (no public).

Witt: this is a good approach, I support this, thank you for the paper, but thank you also for comparing to the other communities to provide some context, even though it is at times apples and oranges, it is still helpful.

How do we get public comment on this before we adopt this?

When you get to the resolution, in section 1, can you be specific about the municipal price index - and the tracking for way overages? Let's be clear we are referencing a standard index, rather than indefinable.

City Attorney/Colleen Coleman clarifies that the requirement is the publication of the agenda packet and open public comment section just as John did in the mtg a couple moments back.

Mayor is comfortable with this, going forward etc. Requests a one year review/reporting process to ensure we are on the right track, so we can adjust as necessary and incorporate improvements in process as justified.

2021-05 Motion to adopt the new Site Development Permit Fee as recommended by city staff with the municipal consumer price index specifications:

1st Witt Anderson (with clarification on MPI)

2nd Charlie Cannon

All in, no opposition 6:34

Business Item II: Age Friendly Communities (Gracen Bookmeyer):

Promoting the interest and welfare of the older adults and caregivers in the Gorge since our inception in 2015 - area libraries, next door, providence, AARP, CGCC, history museum, GOBE etc....

Most recently we are working toward Hood River and Wasco County being dementia friendly. Dementia 6th leading cause in Oregon, and we would be the first 2 in the state. We do trainings, education, community, law enforcement raising awareness.

1 in 4 adults are a family caregiver, and this is a fast growing demographic (84 and older)

2016 qualitative survey to determine the assets and challenges with a needs assessment to ensure we are doing outreach both in English and Spanish.

Among the facilitated courses we have done in the community: faith and aging, death and dying, dementia, and age friendly initiative done largely in partnership with AARP.

Viable transportation, staying in their homes, affordability of housing, access to health care are the priorities and needs that were listed. Tonight they are here to gain support for submitting an application on behalf of the Columbia Gorge. City of HR, WS, Klickitat County, and potentially Wasco County (in the works). We are here asking for the support of the City of Mosier for this application. This would involve Mayor Burns signing a letter that supports our efforts to make the region age friendly. Not just the elders, but also inter-generational mingling with the parks, libraries etc.

We are asking for you to sign this letter and submit on our behalf. We will form an action committee, which will be folks representing various aspects of the community. We will return with questions in the future to gather data, and encourage awareness. The Green Chair project you are already doing is an example of making things age friendly. Shade, water fountains, benches. It is really that simple.

2035: 65 and older population will outpace the number of children.

Mayor Burns supports this initiative, and always applauds proactive, thoughtful awareness.

City Manager will administer the letter of support for signature by the Mayor and provide.

Business Item III: Project Update Status (John Grim):

(Reference and review staff reports and documents in agenda packet). https://cityofmosier.com/wp-content/uploads/2021/04/Agenda-Packet-2021_04_07.pdf

Spreadsheet in the packet outlines basic project status. Notably, John Grim has been Water Operations support, and utility support for more than 2 years. He no longer has expenses worth noting in this fund.

Mayor Burns mentions the chlorine concerns again. Colleen has shared the concern with Jacob's and Dan Black as well as Sean. It has been documented multiple times. Jacobs did mention that we are at 14% of our allotted chlorine use, and in the colder months there does tend to be a higher use of chlorine to avoid stagnation from lack of use, or from vacation homes etc.

Ron Wright: Regarding the outfall inspection - is this the underground project or separate?

John: We know we have structural issues, we are going under water to identify any problems. We will be proactive and seek funding prior to proposing repairs that aren't necessary.

The WWTP will be tested for the warranty agreement with UPRR - this will be extensive and conclusive for damage assessment. This is UPRR's expense, not the City of Mosier.

Mayor Burns suggested a plastic pipe liner to try and extend the life of the pipes at the WWTP. John appreciates the technology and suggestion, but it isn't applicable to this specific site. Also, he is going to make sure there is no damage (doesn't feel there is) and if there is damage, they will replace the pipes.

John finishes the overview of the rest of the report (just status update, no further discussion, or inquiry from council).

Colleen Coleman: Pacific Power EV charging station will present the sole source bid justification at the next city council meeting. By April 30th we will have initiated the contract with the Engineers. Pacific Power has a staff members keyed into our stories. They are keen to get us into the national news at some point.

Witt wants to make sure we have a tracking mechanism or way to ensure we don't incur cost on the charging station. Colleen will provide a spreadsheet with the contract.

Charlie Cannon asks for some information on the numbers, visual graphics and schematics on the JUF. Colleen points him to the project page on the website.

UP area replanted, (200K) and target completion for negotiations with UPRR is 04/21/2021

Mayor Burns is also announcing a gate proposal for access to park going forward. This will be brought to council at the next meeting.

City budget planning - council work session is first mtg in May.

Colleen gives overview of ORPD project - with the deadlines, possibility of risks etc. (May 31, 2023 deadline).

Witt: We are reimbursed 90% FYE - so we have to make sure we have the money to pay the contractor - then it is reimbursed?

Colleen: Correct, if get through design the first year, we will be fine with that, the construction costs may require interim financing but that will be the budget year 2023, not 2022.

Witt: Can we move out and get this constructed in isolation of the JUF, so there is independence from one another fiscally and logistically?

Colleen: yes.

Motion to accept the OPRD Grant Contract LG 2033 to be administered by City Manager:

1st: Peny Wallace

2nd: Greg Valitchka

Ron neutral - still has questions, abstains- unclear on the dependence of the multiple projects and the funding.

Colleen - if the JUF got postponed for several years, we may have to use some of those funds to address the grading stabilization if we don't build the building. We may have to adjust the plan, project or otherwise. Mayor Burns also comments the synergies and benefits the projects crossing or sharing components.

All in, Ron joins the vote.

6:55

Approval of Jayme Jayme administer contract to MCCAP - all agree.

State of Emergency extended to May 2nd 2021- proposes following the precedent and guidance set by Governor Kate Brown, and in conjunction with our neighboring communities. Determine the needs of our local community and work backwards from there.

Many communities end the state of emergency, but keep office closed.

Colleen is managing me from home, we currently have had the Johnson and Johnson vaccine, which will be 50-60% effective after 30 days (as far as we know).

Resolution in the packet:

Greg Valitchka approve addendum No. 5 to 2020-03 extending state of emergency to May 2, 2021

Peny

All in favor, motion passes, no opposition

Jayme regarding the office hours- I am vaccinated and can be around other vaccinated people. I am sensitive to the community and their needs, and what that looks like - open to the plexi-glass option and being responsive and reactive to the virus and protocol.

Mayor: Hours?

Jayme: We can start anywhere, and amend them or adjust them as needed or demands shift.

Colleen: 10-2 in the staff report 3 days a week to start. Similar to the previous hours.

Witt Anderson: When it is safe, and we are through COVID - we should move to a regular business office hour regimen, *when it is safe*. My instinct is to have more presence, similar to the Mosier Fire Dept.

Colleen: In terms of office hours to the public, the size is not conducive to house 2 employees and interact with general public for meetings. I understand the perception with the Chief, though it is a different entity entirely. He has no regular office hours. He is there when he is there, and not when he is not. A "clerk" hour schedule would set some framework or structure for both the staff and also expectations for the public.

Mayor Burns: Yes, some parameters to assure uninterrupted time frames balanced with needs of the community would be ideal. Particularly with the COVID ending (hopefully) we can all have a fresh start.

Jayme: I spend no less than 3 hours a day on the phone with the public. This would have been probably half in person, which is technically more disruptive for my ability to perform.

Mayor Burns: Climate Resilience: We are the smallest town in the group, Katie will be joining the team soon. The work Katie does with other cities will benefit us as we move along. This team/group is already part of our ethos and general MO anyhow. Please read through it for your own edification.

Colleen updates the RV parking issues and is addressing it internally.

Jayme: As discussed in prior meetings we have decided this already, and with the sub recipient grant details, we have tied the loose ends up. The direct impact on the family in the community is tangible and very powerful. We have the spending authority to administer this money via the emergency spending authority. Kate Cannon and or Kenny Lapointe will follow up with numbers and or metrics on the funding.

Greg Valitchka: Always appreciate your updates Scott Hege, do you have any news for us?

Scott Hege: Things are going well, in Wasco County - we are back down in case numbers and % positive. As you know, around the country, there are still new cases, and we are encouraging people to do the right thing. Wear masks, socially distance, practice all of the precautions. Vaccinations are going great. Please inquire anyone that needs or wants one.

Mayor Burns again compliments the facility in The Dalles administering the vaccines. Several members of the community (HR, Mosier, The Dalles) have mentioned this multiple times.

Adjourn: 8:05

Staff Report

Meeting Date: 4/21/21

Staff: John Grim – City Engineer & Laura Westmeyer – City Attorney

Agenda Title: Water Project – Sole Source Procurement for Telemetry System

Agenda Action: Adoption of sole source determination.

Fiscal Impact: No additional fiscal impact

Staff Recommendation: Authorize sole source procurement for construction of telemetry system.

Background:

The City will advertise for bids for Phase 1 of the Water Project beginning on April 26, 2021. Phase 1 work includes the Eastside Pump Station project and telemetry system improvements. The total estimated construction cost is \$447,000. The telemetry portion of the work is estimated to cost \$76,000.

City staff would like to structure the contract documents to require the successful general contractor to use Coburn Electric Inc. of Hood River as a subcontractor for the telemetry portion of the work. Coburn Electric is the City's current System Integrator. The City's requirement that a specific contractor must be used would be considered a sole source procurement for that aspect of the project. A sole source procurement is an alternative contracting method that may be authorized by the City's Local Contract Review Board (the City Council). To authorize a sole source procurement, the City Council must adopt findings supporting the use of this contracting method. City staff believe this contracting method is appropriate for the reasons identified in the proposed findings below.

Proposal:

Sole Source Determination

Pursuant to the City of Mosier Public Contracts and Purchasing Ordinance, and in accordance with 2 CFR 200.320(c)(2), the City of Mosier intends to award a contract for System Integrator for telemetry and control system installation and servicing for the Eastside Pump Station Project to Coburn Electric Inc., acting as a subcontractor to a yet to be determined General Contractor.

The Mosier City Council (as the City's Local Contract Review Board) adopts the following findings in determining that this contract may be awarded as a sole source procurement without competition:

1. The efficient utilization of existing goods requires the acquisition of compatible goods or services.

Coburn has been the City's telemetry contractor since 2005. They wrote the code used in our telemetry computers and installed the City's entire telemetry and control system. Using Coburn for this work will allow for the efficient integration of the new telemetry system with the City's existing system. In addition, because Coburn is already experienced with the

City's telemetry system, the City will gain economic and administrative efficiencies by not needing to spend additional time and resources in training staff or contractors in the repair and operation of the telemetry system.

2. The goods or services required for the exchange of software or data with other public or private agencies are available from only one source.

Currently, Coburn provides support to the City for telemetry system maintenance, repairs, troubleshooting, and software/hardware updates. The City has been pleased with their work and wishes to continue utilizing their services. The telemetry and control system is the brain of the City's water and wastewater utilities. It is critical that it is supported by a contractor experienced with its operation. System Integrators do specialized work and it is not ideal for them to operate on a custom system installed or created by another telemetry professional. The telemetry and control system is completely unique to Mosier. It has been customized to perform the control system operations required by Mosier's water and wastewater systems. Coburn is the only System Integrator that works on the City's unique system. If another System Integrator did this work, it would be challenging for Coburn to maintain and repair the new system.

3. The services the City requires is only available from a single source.

Coburn is the only local telemetry contractor that could do this work. They are the only contractors with experience with the City's customized telemetry system. It is important to use a contractor who can reach the City relatively quickly in event of emergencies or needed repair. Coburn is a local firm (located in Hood River) and typically can respond to emergencies on site within 30 minutes.

4. Other findings that support the conclusion that the goods or services are available from only one source.

Coburn's familiarity with the existing telemetry system should provide efficiencies in installation and programming of new equipment, integration with existing equipment, and startup testing. It is likely that this will significantly reduce the overall cost for the telemetry work on the water project.

Procedure:

After adoption of the sole source determination there would be a 5-day protest period before the City would move forward with the procurement.

Alternatives:

The City Council may adopt the sole source determination, take no action, or delay a decision and request additional information.

Proposed Motion. Suggested motion: "I move to adopt the sole source findings as presented tonight; to approve a sole source procurement with Coburn Electric Inc. for System Integrator services; and to authorize the City Manager to execute an agreement for this work."

CITY OF MOSIER

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Staff Report

Meeting Date: 4/21/21

Staff: John Grim – City Engineer and Laura Westmeyer – City Attorney

Agenda Title: Amendment to Chapter 11 of the Mosier Municipal Code (MMC)

Agenda Action: First Reading of Ordinance No. 2021-75 Amending Title 11.01 of the Mosier Municipal Code Regarding Water System Connection Charges

Fiscal Impact: None

Staff Recommendation: Hold the first reading of Ordinance No. 2021-75

Background:

Mosier is implementing the Intergovernmental Agreement (IGA) with the City of Hood River to read our meters and administer our water and sewer utility billing, as approved by the Mosier City Council in December of 2020. As a condition of the IGA, the Council agreed to adopt certain utility fees and administrative charges, including water system connection charges, that are identical or compatible to those of Hood River. Adoption of compatible fees and charges is necessary for administrative efficiency and to implement the IGA. The Mosier City Council has already adopted many of these fees and charges by resolution in previous Council meetings. An update to the water system connection charge has not yet been adopted, and will require an amendment to the Mosier Municipal Code before they may be adopted.

The proposed connection charges are shown in the table below. These charges are identical to those of the City of Hood River.

Proposed Water System Connection Charges

Meter Size	Connection Charge
¾"	\$2,228
1"	\$2,444
1-½"	\$3,737
2"	\$4,084
3"	Actual + 10%
4"	Actual + 10%
6"	Actual + 10%
8"	Actual + 10%

The Council is not being asked to adopt these charges at this time. Before the City Council may adopt the necessary updates to the water system connection charges, it must first take action to amend the City Code. This is because MMC Chapter 11.01 is not consistent with the proposed schedule of connection charges. The current text of MMC Chapter 11.01 states:

11.01.100 – Rates and Charges:

A. Connection charge

A. Connection charge: For property within the water system service area of Mosier, a connection charge, based on the cost estimated by the city engineer or water system operator, or his or her designee, will be paid in advance of service installation. Upon completion of the connection, the actual cost will be determined and if this amount is greater than the original estimate, the applicant will be billed for the balance. If the actual cost is less than estimated, the overpayment will be refunded to the applicant. The actual cost of an installation shall include all labor, equipment and material, plus a 15% charge for overhead. Typically, the City of Mosier does not install new services but may install the new meter. The service installation work must be performed by a City approved licensed and bonded contractor. Property owner installations will not be allowed. The City's cost will be based on the time and materials required to inspect and approve the service installation, install the meter and other equipment if applicable, and ensure adequate roadway restoration.

As indicated in the highlighted text, the methodology for calculating the City's existing connection charges are codified in MMC Chapter 11.01; specifically, the existing charges are required to be actual cost plus 15%. To implement the IGA, the Council will be asked to adopt flat fees for up to 2" meters and actual cost + 10% for 3-8" meters, as shown in the above chart of proposed charges. Since these proposed charges will conflict with the methodology contained in the City's existing ordinance, staff requests that the City Council amend the ordinance to be compatible with the Council's later adoption of connection charges.

Proposal:

MMC Chapter 11.01.100 – Rates and Charges should be revised to provide for more flexibility for the Council to adopt connection charges that will be consistent with those that the City Council agreed to adopt through its approval of the IGA with Hood River. The proposed ordinance will also provide more flexibility for future revisions that the Council may later choose to make to the connection charge methodology. Staff is proposing to amend the Mosier Municipal Code to specify that the City Council will adopt connection charges by resolution, which is consistent with the Council's adoption of most of the City's other fees and charges. This amendment to the code must be made by ordinance. The proposed amendment is shown in Exhibit A.

Procedure:

The City Council is being requested to adopt an ordinance that will amend MMC Chapter 11.01 as indicated in Exhibit A. The ordinance adoption process takes two meetings. Today the Council may hold the first reading of the ordinance. At a subsequent Council meeting the Council may hold the second reading and then adopt the ordinance. Staff will present proposed water system connection charges for adoption by resolution at a future meeting. The City Council is not being requested to adopt new fees tonight.

Alternatives:

The Council may delay a decision, propose revisions to the amended code language, or request additional information.

Suggested Action:

First reading of the ordinance.

Proposed Motion: "I move to hold the first reading, by title only, of Ordinance No. 2021-75, amending Title 11.01 of the Mosier Municipal Code regarding water system connection charges."

Exhibit A

to charges according to the city's final order forming the reimbursement district and the terms of any reimbursement agreement with the city.

D. Specifications for standard water mains.

1. Standard water mains shall not be less than 8-inch diameter pipe; however, 6-inch diameter pipes may be used when the city engineer determines that maximum fire rating can be maintained and the line in question cannot be extended.
2. All pipe shall be designed to withstand a minimum internal water pressure of 150 pounds per square inch and shall conform to the latest adopted standards of the American Water Works Association. All design standards, quality standards and pipe sizes shall conform to the latest Fire Underwriters Standards and requirements.
3. Water mains shall comply with AWWA standards and be ductile iron, C900 PVC, or approved equivalent material.
4. All water system facilities shall be designed and constructed in accordance with AWWA and State standards and guidelines and shall be municipal quality facilities consistent with standard engineering practice.

11.01.100 – Rates and Charges:

- A. Connection charge
- B. Water rates – Inside the city limits
- C. Construction

A. Connection charge: For property within the water system service area of Mosier, a connection charge shall be paid in advance of service installation. The connection charge may be levied as a flat rate or based on actual expenses plus a percentage for overhead, as may be established by the City Council by resolution. A flat rate charge must be paid in full in advance of service installation. Charges based on actual expenses shall, prior to service installation, be paid in the amount estimated by the city engineer or water system operator, or his or her designee, as the anticipated cost for connection. Upon completion of the connection, the total cost will be calculated and the applicant will be billed for the balance, or, if the cost is less than the estimate, the overpayment will be refunded to the applicant. ~~, based on the cost estimated by the city engineer or water system operator, or his or her designee, will be paid in advance of service installation. Upon completion of the connection, the actual cost will be determined and if this amount is greater than the original estimate, the applicant will be billed for the balance. If the actual cost is less than estimated, the overpayment will be refunded to the applicant. The actual cost of an installation shall include all labor, equipment and material, plus a 15% charge for overhead. Typically the City of Mosier does not install new services but may install the new meter.~~ The service installation work must be performed by a City approved licensed and bonded contractor. Property owner installations will not be allowed. ~~The City's cost will be based on the time and materials required to inspect and approve the service installation, install the meter and other equipment if applicable, and ensure adequate roadway restoration.~~

B. Water rates

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MOSIER
AMENDING TITLE 11.01 OF THE MOSIER MUNICIPAL CODE
REGARDING WATER SYSTEM CONNECTION CHARGES**

WHEREAS, the Mosier Municipal Code Chapter 11.01 requires water system connection charges for customers within the City of Mosier to be charged using actual costs plus 15% overhead charge;

WHEREAS, the Mosier City Council wishes to amend the Mosier Municipal Code to revise the methodology for calculating water system connection charges in order to provide for greater efficiencies to the City and benefitting the customers of the City of Mosier;

NOW, THEREFORE, THE CITY OF MOSIER ORDAINS AS FOLLOWS:

Section 1: Adoption of Amendment. The Mosier Municipal Code Chapter 11.01 is hereby amended as set forth in the attached document marked **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 2: Codification. City staff are directed to codify the amendment and update the Mosier Municipal Code Chapter 11.01 as provided by this Ordinance.

Section 3: Effective Date. This Ordinance shall take effect on the 30th day after the date of adoption.

Read for the first time: _____, 2021.

Read for the second time: _____, 2021.

Adopted on this ____ day of _____, 2021 by the Mosier City Council by the following votes:

Burns: ____ *Anderson:* ____ *Berry:* ____

Cannon: ____ *Valitchka:* ____ *Wallace:* ____ *Wright:* ____

By: _____ Title: _____

Attest: By: _____ Title: _____

CITY OF MOSIER

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Staff Report

Meeting Date: 04/21/21

Staff: Colleen Coleman, City Manager

Agenda Titles: Draft EV Charging Engineering Contract for Nimbus Engineers

Agenda Action: Council Approval for City Manager to Finalize and Implement Contract with Electrical Engineers

Fiscal Impact: NTE \$25,000

The City of Mosier won a \$215,000 grant from Pacific Power to design and construct a new Electric Vehicle Fast Charging Station and Solar Powered Bike Charging Station in downtown Mosier.

Our first progress report to Pacific Power is due April 30, 2021. We are required to report that our engineer's contract is signed and complete as our first step toward project delivery.

Mosier's public procurement code allows the City to contract directly for professional services for any amount under \$25,000. Exhibit A of the attached draft contract states that the Engineer's budget for design of the project is \$15,456, well within our ability to proceed.

The City Manager is asking for Council's permission to finalize and implement the contract with Nimbus Engineers.

CITY OF MOSIER
PERSONAL SERVICES AGREEMENT
FOR
ENGINEERING PROJECT MANAGER

This Personal Services Agreement for Engineering Project Manager (the “Agreement”) is entered into by and between the City of Mosier, an Oregon municipal corporation (“City”), and Nimbus Power Engineers, LLC, an Oregon domestic limited liability company (“Contractor”).

RECITALS

- A. The City requires the services of a qualified engineering project manager to perform design consultation and project management services for an electric vehicle charging station to be installed within the City of Mosier.
- B. Contractor is willing and qualified to perform the services required.
- C. The City desires to engage Contractor for the services needed, and Contractor desires to perform the services for the City, subject to the terms and conditions set forth in this Agreement.

Now, therefore, the Parties agree as follows:

AGREEMENT

1. Scope of Services

- a. Scope. Contractor shall perform the services as set forth in **Exhibit A** (the “Work” or the “Services”).
- b. Standard of Care. The standard of care applicable to Contractor’s Work shall be the skill and diligence normally applied by providers of the same or similar service at the time the Services are performed.
- c. Qualifications. All Services shall be performed by qualified personnel who, at the time of their performance of the Work, are licensed or otherwise qualified by the State of Oregon to perform the Services.
- d. Key Personnel. Contractor shall designate Jonathan Denman, P.E., as the key personnel to perform the Services under this Agreement.
- e. Unsatisfactory Work. Contractor shall redo and rectify any Work that is found by either Contractor or the City to be unsatisfactory or not meeting the standard of care provide herein, without additional compensation to Contractor and with all costs and expenses for remedying the unsatisfactory Work to be borne by Contractor.

2. Compensation

- a. Amount. The City agrees to pay Contractor the fees and rates for Work performed as set forth in **Exhibit B**, subject to the maximum contract cost provided under this Section.
- b. Maximum Contract Cost. The maximum compensation amount under this Agreement shall not exceed **\$25,000**. The City shall make no payments to Contractor that exceed

this amount without prior authorization of the Mosier City Council, which authorization is at the sole discretion of the City.

- c. Invoices; Payments. Contractor shall submit invoices for Work actually performed directly to: [Jayme Bennett] at the following address: [E-mail/Mailing Address]. Invoices shall include a description of the Work performed corresponding to each invoiced amount. Invoices shall be submitted monthly. The City will remit payment within thirty (30) days of receipt of the invoice.
- d. Disputes. In the event the City disputes an invoiced item, City shall provide written notice to Contractor of the disputed item and shall pay the undisputed portion of the invoice.

3. Effective Date and Term of Agreement

- a. Effective Date. This Agreement shall take effect as of the signature date of the final Party to execute this Agreement (the “Effective Date”).
- b. Term. The term of this Agreement shall be one (1) year. Thereafter, the Agreement may be extended for up to one (1) additional, one-year term, on the same terms and conditions set forth herein, at the written request of either Party and subject to the consent of the other Party.
- c. Early Termination. Notwithstanding the contract Term, this Agreement may be earlier terminated or extended as provided herein.

4. Termination

- a. Without cause. Either Party may terminate this Agreement, without cause, upon providing the other Party with thirty (30) days’ advance written notice.
- b. For cause. Either Party may terminate this Agreement in event of a breach of the Agreement by the other Party. Prior to such for-cause termination, the Party seeking to terminate the Agreement shall provide the other Party with written notice of the breach and the intention to terminate the Agreement. If the breaching Party has not entirely cured the breach within ten (10) days of the date of the notice of breach, then the terminating Party may provide written notice of termination, which notice shall specify the date of termination and shall be determined by the terminating Party.
- c. Breach by Contractor. In the event of a breach of this Agreement by Contractor, the City may complete the Work or remedy the issue itself, by agreement with another Contractor, or by a combination thereof. The City may deduct all costs of completing the work or remedying the issue identified in the notice of breach from the remaining unpaid balance of the fee(s) owed to Contractor under this or other Agreements, if any.
- d. Breach by City or termination without cause. If this Agreement is terminated by the City without cause, or if this Agreement is terminated by Contractor due to breach by the City, then the City shall pay Contractor for the Work that was satisfactorily performed, less any setoff to which City is entitled, up to and including the date of termination.
- e. Work performed prior to termination. Any Work performed by Contractor after the date of the notice of termination and before the termination date must be pre-approved by City in writing, prior to performance of the Work.

- c. Professional Liability. Contractor shall maintain a professional liability insurance policy reflecting limits of not less than \$ [REDACTED] for claims for professional acts, errors, or omissions arising from the Work.
- d. Automobile Coverage. Contractor shall maintain automobile liability insurance while traveling to or from any location on behalf of the City and whenever traveling as part of the performance of the Work hereunder. The automobile liability insurance shall be in the amount of no less than \$ [REDACTED]. Coverage shall include both hired and non-owned auto liability.
- e. Workers' Compensation Insurance. Contractor, any subcontractors, and all employees providing work, labor, or materials under this Agreement who are subject employers under Oregon Workers' Compensation Laws shall comply with ORS Chapter 656 and meeting the minimum requirements therein. Out-of-state employers must provide Oregon workers' compensation coverage for their workers that complies with ORS 656.126. This shall include employer's liability insurance with coverage limits of not less than \$ [REDACTED] each accident.
- f. Additional Insured Provision. The general liability insurance policy and the automobile policy shall name the City of Mosier, its officers, public officials, and employees, as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.
- g. Cancellation of Insurance. There shall be no cancellation, material change, or intent to not renew insurance coverage without thirty (30) days' written notice to the City, which provision shall be physically endorsed on the policy.
- h. Insurance Carrier Rating. Coverage provided by Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- i. Certificates of Insurance. Contractor shall furnish a certificate of insurance to the City that evidences the insurance coverage required by this Agreement.
- j. Primary Coverage. Contractor's insurance policies shall include provisions that such insurance is primary insurance with respect to the interests of the City and that any other insurance maintained by the City is excess and not contributory insurance with the insurance required hereunder.

9. Indemnity

Contractor shall assume all responsibility for its acts, errors, and omissions, and the acts, errors, and omissions of its employees, agents, and subcontractors. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all damages, liabilities, claims, expenses, suits, and causes of action based upon or arising out of the negligent acts and omissions by Contractor or its employees, agents, or subcontractors.

10. Liens and Claims

For any goods that Contractor will be providing to the City as part of the Work, Contractor agrees to deliver the goods free from all claims, encumbrances, and liens, provided that the City has paid for the goods.

11. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Oregon. The Parties agree that the courts located in Wasco County in the State of Oregon shall have sole jurisdiction and venue for any claim, dispute, or legal proceeding arising under or relating to this Agreement.

12. Attorneys' Fees

In the event that a suit or action is instituted to enforce or interpret the terms of this Agreement, the prevailing party shall recover its attorneys' fees, including those incurred on all appeals, ordered by a court of competent jurisdiction.

13. Compliance with Applicable Law

- a. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Work under this Agreement, including without limitation, ORS 279B.020 (labor hours), ORS 279B.220 (payment conditions), ORS 279B.230 (medical care and workers' compensation), ORS 279B.235 (labor hours and pay rates), ORS 279B.225 (salvaging of materials) and ORS 279B.045 (tax laws).
- b. Contractor shall comply with ORS 652.220 (prohibition on discriminatory wage rates). Compliance with such provision is a material element of this Agreement. Failure to comply with this provision is a breach, and the City may terminate this Agreement for cause.
- c. Contractor shall maintain, at its own expense, worker's compensation insurance for all subject workers, as required by ORS Chapter 656 and meeting the minimum requirements therein.
- d. Contractor represents and warrants that Contractor has complied with, and will continue to comply with, all Oregon state and local tax laws before the execution of this Agreement and throughout the term of this Agreement. Failure to comply with this provision is a breach and the City may terminate this Agreement for cause.

14. No Discrimination.

The City is an Equal Opportunity Employer and requires that all contractors doing business with the City are also Equal Opportunity Employers. Contractor shall not engage in discrimination against any employee or applicant for employment on the basis of race, color, religion, national origin, age, marital status, gender, parenthood, pregnancy, genetics, mental or physical disability, veteran status, sexual orientation, gender identity, or source of income in all aspects of employment, including in the hiring, promotion, transfer, advertisement, layoff, termination, rate pay, training, employment references, and terms and conditions of employment.

15. Records

- a. Access to Records. Contractor agrees to provide access to the City to any books, documents, papers, and records in the custody or control of Contractor that relate to this Agreement, for the purpose of making audit examinations, filing, recording, transcripts, and copies. Contractor agrees to maintain all records relating to this Agreement for a period of not less than three (3) years from the date of termination of this Agreement.

16. Waiver

Any waiver by either Party of the strict performance of any terms of this Agreement shall not be construed as a waiver of that Party’s right to subsequently require strict performance of the same or any other provision of this Agreement.

17. Notice Address

The Parties agree that any written notice required by this Agreement may be served either personally, by registered mail, certified mail, or by e-mail to the address listed below. Each Party shall provide the other Party with current notice address information. Service by mail shall be deemed complete when the notice is deposited to the U.S. Postal Service at an authorized government-owned receptacle with the property postage affixed thereto. Notice by e-mail shall be deemed complete when received as read by the receiving Party.

If to the City:

[insert name/title/address]

If to Contractor:

[insert name/title/address]

18. Complete Agreement

- a. Incorporation. The Recitals and all Exhibits referenced throughout this Agreement are incorporated herein and together form the complete Agreement between the Parties. As of the Effective Date, this Agreement shall supersede and replace all other agreements between the Parties concerning the Services provided for hereunder.
- b. Severability. If any paragraph, provision, or clause in this Agreement is found or held to be invalid or unenforceable by a court of competent jurisdiction, such paragraph, provision, or clause shall be severed, and the remainder of the Agreement shall be valid and enforceable. In such event the Parties shall in good faith negotiate a substitute, valid, enforceable provision which most closely effects the Parties’ intent in entering into the Agreement.
- c. Execution. The Parties shall execute this Agreement by a duly authorized representative of each Party as indicated by the signature lines below. This Agreement may be executed in duplicate, with each copy constituting one and the same Agreement.
- d. Amendment. This Agreement may be modified at any time only by mutual written consent, as evidenced by a written instrument signed by the duly authorized representatives of each Party and referencing this Agreement.

IT IS AGREED:

CITY OF MOSIER

Signature

Print Name & Title

Date

[CONTRACTOR]:

Signature

Print Name & Title

Date

EXHIBIT A
Scope of Work

Scope of Work to be performed and provided by Consultant shall include the following:

1. PE endorsed electrical single line diagrams of EV charging stations and solar bike charging station.
2. Preliminary aerial site plan showing proposed site layout for interconnection planning and permitting submittals.
3. Oversight and compiling necessary documentation to initiate utility interconnection process.
4. Provide document of technical specifications and responsibilities to define contractor scope of work.
5. Present at pre-contracting site visit with Pacificorp, if necessary; job-walk with selected contractor; construction progress visit; and commissioning.
6. Oversight of procurement and contracting parties to ensure technical scope is implemented as intended and construction milestones are achieved.
7. Technical progress reporting and participation in relevant project team meetings through project completion. Weekly progress reporting during construction, reports will be composed in bulleted outline format and delivered via email.
8. Commissioning of solar bike charging station.

EXHIBIT B
Compensation/Rates

EXHIBIT A - NIMBUS DESIGN CONTRACT - CITY OF MOSIER
Engineering Design

Engineering and Design (not yet incurred)	Amount/ Description	Amount/ Hours	Unit Price	Cost
EVSE Contractor Specification /Design	Hours	60	\$168	\$10,080
EVSE RFA progress report	Hours	8	\$168	\$1,344
EVSE Construction site visit	Hours	24	\$168	\$4,032
TOTAL				\$15,456

Equipment Costs	Type	Amount/ Hours	Unit Price	Cost
CPE250 Station 62.5KW LVL3	Lot	2	\$40,800	\$81,600
Charger shipping	Svc Fee	1	\$900	\$900
CPE250 Assure (Warranty) 5yr	Svc Fee	2	\$15,500	\$31,000
CT4021 Assure (Warranty) 5yr	Svc Fee	0	\$2,495	\$0
CT4021 Dual Plug kit 7KW LVL2	Lot	0	\$7,200	\$0
TOTAL				\$113,500

Upfront Software Costs	Type	Amount/ Hours	Unit Price	Cost
CPE250 Cloud Network Svc 5yr	Svc Fee	2	\$1,199	\$2,398
CT4021 Cloud Network Svc 5yr	Svc Fee	0	\$2,638	\$0
TOTAL				\$2,398

Other Electrical Components (wiring, conduit, breakers disconnects, etc.)	Type	Amount/ Hours	Unit Price	Cost
15 KVA 3phase 480/240 Vac XFMR	Lot	1	\$1,400	\$1,400
Revenue Meter Base Pedestal	Lot	1	\$1,200	\$1,200
240 Volt Breaker Box	Lot	1	\$550	\$550
400 Amp meter breaker combo	Lot	1	\$3,500	\$3,500
conductor #6 triplex Aluminum	Linear-ft	500	\$1	\$315
terminations conduits fitting misc elect.	Lot	1	\$300	\$300
Conduit	Linear-ft	190	5.5	1045
TOTAL				\$8,310

Construction Costs (Trenching Paving ect)	Type	Amount/ Hours	Unit Price	Cost
GC Chargers, concrete pad bollard install	Hours	0	\$97	\$0
GC Wheel Stop	Furnish Install	6	\$97	\$582
GC Trench Backfill Grading	Hours	32	\$97	\$3,104
** Signage and parking stall paint	Furnish Install	6	\$49	\$294
Gravel Fill Cubic Yard	Furnish Install	10	\$85	\$850
EVSE Parking Stall Asphalt Sq-ft	Furnish Install	2500	\$5	\$12,500
PacifiCorp New Service	Furnish Install	1	\$26,579	\$26,579
Estimated Allowance Credit	Discount	1	-\$26,579	-\$26,579
TOTAL				\$17,330

Other Components	Type	Amount/ Hours	Unit Price	Cost
bollards for XFMRs and CT4021	Lot	2	\$600	\$1,200
Wheelstop	Lot	6	\$47	\$282
CPE 250 concrete pad	Cu-ft	36	\$25	\$900
TOTAL				\$2,382

Labor Installation Costs	Type	Amount/ Hours	Unit Price	Cost
CPE 250 Site Validation	Svc Fee	2	\$600	\$1,200
CT4021 site validation	Svc Fee	0	\$600	\$0
EC Trenching/ Conduit Lay	Hours	90	\$131	\$11,790
EC Wiring	Hours	60	\$131	\$7,860
EC Equipment Mounting	Hours	36	\$131	\$4,716
TOTAL				\$25,566

Total Permitting Fees	Type	Amount/ Hours	Unit Price	Cost
		0	\$0	\$0
TOTAL				\$0

Other EVSE Installation Components	Type	Amount/ Hours	Unit Price	Cost
CT4021 bollard mount kit	Lot	0	\$95	\$0
CT4021 dual plug kit	Lot	0	\$50	\$0
TOTAL				\$0

Total Eligible Project Costs				SubTotal
Engineering and Design				\$15,456
Equipment Costs				\$113,500
Upfront Software Costs				\$2,398
Other Electrical Components				\$8,310
Construction Costs				\$17,330
Other Components				\$2,382
Labor Installation Costs				\$25,566
Total Permitting Fees				\$0
Other EVSE Installation Components				\$0
TOTAL				\$156,994

Total Ineligible Project Costs	Amount/ Description	Amount/ Hours	Unit Price	Cost
bike rack	Lot	1	\$600	\$600
5 loop 110inches	Cu-Yd	1.33	\$200	\$266
concrete foundation				
Victron Multiplus 24VDC charger/solar inverter 1ph 5kva	Lot	1	\$3,500	\$3,500
nema 3r panel	Lot	1	\$2,000	\$2,000
Solar panel 2KW	\$/watt	2000	\$2	\$3,540
Conduit wiring	Lot	1	\$2,000	\$2,000
solar mounts	Lot	1	\$400	\$400
cedar gazebo materials and labor	Furnish Install	1	\$10,000	\$10,000
pergola structural engineering	Svc Fee	1	\$3,000	\$3,000
				\$0
concrete pour	Hour	24	\$97	\$2,328
bike rack install	Hour	2	\$97	\$194
conduit and outlets	Hour	16	\$131	\$2,096
inverter install commission	Hour	48	\$131	\$6,288
Electrical Engineer		35	\$168	\$5,880
TOTAL				42,091.82

TOTAL Requested Funds	
	\$199,085.82



CITY OF MOSIER
small enough to make a difference

P.O. Box 456 / 208 WASHINGTON ST.
MOSIER, OR 97040
(541) 478.3505

TRANSMITTAL TESTIMONY FOR PUBLIC HEARING 4/17/21

To: Joint Committee on Ways and Means
Date: April 16, 2021
From: City of Mosier City Council / Mayor Arlene Burns
Re: Testimony for Public Hearing 4/17/21, 1 – 3 p.m.

Please find the attached two projects as the City of Mosier's testimony and case for appropriations as you consider priorities for the state's \$2.6 billion in funds from the American Rescue Plan Act.

We're happy to provide additional information as needed. Thank you!

Mayor Arlene Burns
City of Mosier
arlene.burns@cityofmosier.com
541.399.6780



MOSIER CENTER

CITY HALL | COMMUNITY CENTER | FIRE STATION

A 'net zero' facility to support regional safety & economic vitality in the heart of the Gorge



Regional Fire & EMS Support Mosier is a small but growing and increasingly diverse community that supports The Dalles & Hood River as well as other communities in the region via Mutual Aid agreements. Mosier Fire also regularly assists accidents along I-84, at rest stops and within Memaloose State Park. This facility will provide much needed space for ongoing fire and medical training. It is also slated to be the first certified net zero fire station in the country.

After a 2016 oil train derailment, 2018 Memaloose I & II fires and 2020 Mosier Creek, Dry Creek and Seven Mile fires, the City of Mosier and Mosier Fire District have recognized a dire need for community resilience. We are now more determined than ever to build the "Mosier Center" with state of the art emergency and public services.



Ability to serve as 'Command Central' for Emergencies

Mosier Fire has hosted several conflagrations in the last decade including the Microwave Fire in 2011, the Oil Train Derailment in 2016, and subsequent Memaloose fires in 2018 and the catastrophic Mosier Creek fires in 2020. With growing fire dangers in the area we are likely to host more in the coming decades. The location is also a key communications check point in local emergency plans.

COST: \$6.5 Million
FUNDS REQUEST:
\$750,000 State
\$650,000 Federal
MATCH FUNDS:
\$5.15 Million
CONSTRUCTION:
2024



Regional Tourism / Economic Development

Located on the Historic Hwy, the new center will provide information, restrooms & services for the 2 million tourists who travel through the Gorge each year. These numbers grow each year and doubled after the Eagle Creek Fire pushing hikers and bikers East to our area.



History Museum / Community Gathering Space for Wider Valley & Regional Partners

Mosier is the civic and social hub for over 2000 residents and many community organizations in the wider Mosier valley. The new building will include a home for the Mosier Valley Historical Society's collection of photos and artifacts as well as visitor center, meeting spaces and kitchen use.

Food Pantry & Emergency Shelter Especially after Covid-19 economic impacts, food insecurity is an issue in the Gorge and 98% of the region's food is shipped in by truck. These facilities provide the public with a **Resiliency Hub** in case I-84 is closed off for an extended period.

Mosier City Hall
 (541) 478-3505
 mosiercityhall@cityofmosier.com

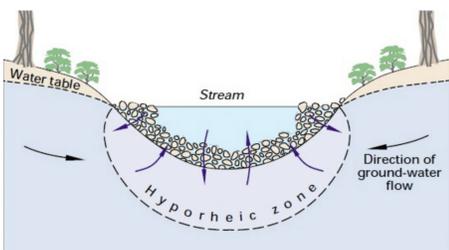
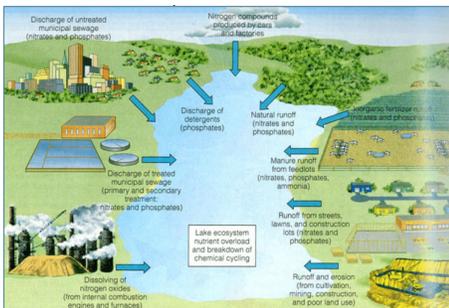
Proposed Indirect Discharge of Effluent to Columbia River



MOSIER WWTP UPDATE

SUSTAINABLE WETLAND DISCHARGE AND SOLIDS HANDLING

Use of natural habitat to reduce nutrient pollution and carbon footprint of wastewater treatment plant



PROBLEM: The City of Mosier's Wastewater Treatment Plant (WWTP) currently utilizes a damaged outfall pipe that sends secondary treatment water directly to the Columbia River in a shallow, kiteboarding, swimming and windsurfing recreation area. The State may require the City to replace the outfall in the future to meet new more stringent regulatory standards. In addition, it is increasingly difficult and expensive to find appropriate disposal sites for WWTP biosolids as required by the State for nutrient management and reuse. The treatment plant currently cannot remove nutrients such as phosphorous and nitrogen. Nutrient treatment is expected to be required by regulation in the near future.

SOLUTION: New Tertiary Treatment Outfall and WWTP Treatment Improvements - In 2020, the City developed a WWTP Facilities Plan Update. This Plan includes the following objectives:

- Reduction of nutrient pollution through innovative treatment
- Elimination of substandard and hazardous outfall pipe with a tertiary wetland treatment system.
- Reduction of the plant's carbon footprint by installing energy efficient equipment.
- Replacement of aging and outdated equipment
- Reduction of solids produced at the treatment plant to eliminate tanker transportation needs and the cost to land apply biosolids.

COST: \$2.5 Million
FUNDS REQUEST: \$2.5 Million
CONSTRUCTION: 2024

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