

# CITY OF MOSIER

small enough to make a difference

Time: Aug 18, 2021 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83039991674?pwd=REtyOFJzUWV3d0Y2ZWJjb0t5S25yZz09>

Meeting ID: 830 3999 1674

Passcode: 971468

One tap mobile

+13462487799,,83039991674#,,,,\*971468# US (Houston)

+16699006833,,83039991674#,,,,\*971468# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

Meeting ID: 830 3999 1674

Passcode: 971468

PLEASE CALL OR TEXT JAYME BENNETT IF YOU HAVE TECHNICAL ISSUES: 541-490-7411

[jayme.bennett@cityofmosier.com](mailto:jayme.bennett@cityofmosier.com)

## AGENDA

I	6:30 pm	<b>Call to Order/Roll Call – Mayor Burns</b>	
II	6:32	<b>Agenda corrections or additions</b>	
III	6:35 pm	<b>Business from the Audience</b> - 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	<b>Approval of: 07/07/2021 and 08/04/2021 - Mtg Minutes</b>	5 mins
V		<b>BUSINESS</b>	
1.	6:45 pm	<b>RCP Gate Contract – Grim</b>	10 min
2.	6:55 pm	<b>3<sup>rd</sup> Ave. Sidewalk Contract – Grim</b>	5 min
3.	7:00 pm	<b>NMTC Engagement Letter with Roeder and Associates - Witt/Colleen</b>	5 mins
4.	7:05 pm	<b>Signing Authority Resolution - Colleen</b>	10 min
5.	7:15 pm	<b>SDC Rate Study Timeline – Grim</b>	5 mins
6.	7:20 pm	<b>JUF Construction Contract</b>	10 mins
7.	7:30 pm	<b>Pacific Power Franchise Agreement</b>	5 mins
8.	7:35 pm	<b>ANNOUNCEMENTS &amp; ADJOURN</b>	



## **CITY COUNCIL MEETING**

**Wednesday July 07, 2021 6:30 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=REtyOFJzUWV3d0Y2ZWJjb0t5S25yZz09>**

**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)**

## **PUBLIC MEETING MINUTES**

**July 07, 2021**

**Mayor Burns calls to order 6:30**

Mayor Burns, Witt Anderson, Peny Wallace, Ron Wright, Charlie Cannon, Acasia Berry

Staff: Colleen Coleman City Manager, John Grim City Engineer, Jayme Bennett City Recorder

**Consent Agenda:**

**Additions or Corrections to the Agenda: Witt Anderson would like an audit update. Colleen Coleman explains that it is scheduled for the next meeting. Mayor Burns inquires about exit interview attendance. Colleen let's council know they can attend.**

**Addition: Gate update.**

**Addition: Evaluation process for employee review and committee formation.**

**Mayor Burns would like to offer the trees being moved the first item of the agenda - to allow for Stephanie to participate.**

**Business from the Audience:** Carol Schmidt would like to spend a couple minutes on the gate and the new imposed fee of 50.00 as a concerned citizen. Rock Creek Park's initial purpose was for families, secondary use became kiting. It is the cooling center for the heat wave for the entire community, and sometimes the only option for many. I implore you to consider the families of Mosier thoughtfully – anyone with a local address with the tax burden should be granted free access. The reduced fee for the less resourced is not appropriate, as people should not have to go begging for access to a park.

Charlie Cannon read the notes from the last meeting and is just getting caught up on the gate conversations, however, reminds council that the TLT tax will provide tourism dollars which could be used for the gate/offsetting pass expenses for locals and potentially providing a balance.

In person meetings or Zoom or hybrid?

Commissioner Scott Hege had first in person meeting, hybrid meeting. Normal meeting place, with bandwidth to provide zoom connection or otherwise. Camera on staff and commissioners, normal meeting plus audio/video option.

Many people that wouldn't come to the meetings normally, are able to join because of the virtual component. Hege will chat with IT folks and get information together for Mosier to explore. Challenge was not being able to see the virtual participants, and not feeling like they could see if someone had a question. They will work out the kinks.

We will explore options once we see what Commissioner Hege provides for information. Jayme can also look into the transitional time of both audio/video and in person, what other small cities are doing. (Condon specifically). COVID funding can assist in expenses.

**Motion to approve minutes from 06/23/2021 as written:**

**Peny Wallace**

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

**All in, no opposition 6:45**

**Motion to approve minutes from 07/03/2021 as written:**

**Witt Anderson**

**2<sup>nd</sup>: Ron Wright**

**All in, no opposition 6:46**

Let's take what Scott brings and see what he most viable functional system is.

Jayme to reach out on what small cities doing with the hybrid and transition and Condon will be asked

John Grim provides an update on the activity in Tannawashee development with background information on the process.

There have been concerns with tree removal from the original approval and conditions of the plat (2008).

There are tanker trucks, with fire hoses on site always. Additionally, a staff member stays on site at the end of the day for a couple hours to observe and prevent any issues. (fire).

Summit mobilized equipment without steel to provide additional prevention measures. They are acutely aware of the potential of a spark starting a fire.

The Chief is also visiting the project quite often.

There are complaints regarding the removal of trees. The original conditions of approval are included in the staff report, and the conditions relevant to this conversation are highlighted.

Fill slopes require additional trees to be planted. Most of the work on phases 4 and 5 are cut slopes. The terrain is rocky and it is not feasible to plant. Colleen Coleman and the developer are working together on mitigation with street trees, additional plantings etc. In hindsight it was not practical to plant the cut slopes.

The vast majority of the tree removal will take place on the home sites, not the streets. The homes are on sloped lots, and everyone wants a view. Unfortunately, the developer chose to put a road through a forested area and develop the lots. That is allowed by the zoning code. Not much we can do at this point.

Acasia would like to know if there is anything we can do with the lots that have not been sold yet. There is nothing in our code to protect the trees. We can purchase the land. We can levy a tax if the community wants the trees preserved or the green space. They can do that.

Stephanie Bowman would like to comment: Thank you to the staff (Colleen and John Grim specifically have been responsive, Peny and Witt as well have been by to view the issue). The developer came in and cut a grove of 100 ft trees. Left them blocking my road, for several days, drying out and creating a fire hazard. There has not been a water truck there except for one day. There has not been a person on site monitoring in the evenings. The piles of dead debris are creating a hazard.

It is concerning as a property owner that I would have little way to get out, in addition to the concerns for Mosier.

The cherry trees look nice, but they provide no shade. The trees on Blanchard do provide shade and cool the earth.

I hope you do explore buying some of those lots. Having green space and protecting old growth trees is essential. It was 115 degrees a week and a half ago. I appreciate your effort to find compromise.

(Peny)

Phase 4 and 5 are old growth and any replacement will not have the value these trees provide. Phase 1, 2, 3 of Tannawashee have gone great. As they come up to 4 and 5 – for the widening of the road to code, the scrub oak and maple taken out during the heat (90-100+ degrees) it was like an inferno. As you go up Blanchard, the other trees provide a huge shade relief and difference in temperature.

Native plant specialist and approval plans must be met prior to final approval.

John Grim: specific condition language in the approval contradicts that statement with specifics to the slope, and I am not the planner, so I am not clear on what the intent was.

Acasia Berry: What is the timeline for ordinances getting in place for the City of Mosier for tree protection? What is the timeline for the lots?

Colleen Coleman (late winter/spring for lots). We need to work with the city attorney to navigate the process and we can prioritize this if our city planner can accommodate with the other many priorities we have.

Witt Anderson would like clarification on the final plat approval and vegetation/planting. We don't want to give up the authority we have, no matter how small, prior to going to final plat.

John Grim: We will have to ask them to post bond because it is in the public right of way – this is a small portion of the issue. John will ask them to do that prior to final plat. This will be a challenge, with the rocky terrain, I don't want to be a pessimist. I will talk with them.

Council acknowledges the need to remove trees to accommodate building a home. The City of Mosier dictating tree preservation and the liability issues will be deferred to legal counsel.

#### **Legislative Funding:**

Witt Anderson: 750k from the State of Oregon for Mosier Center and 2.5m for the tertiary treatment plant. The 29<sup>th</sup> of June the house and senate passed both. We don't anticipate any issues. Huge thanks to everyone. Mayor Burns, Colleen Coleman put in a huge amount of effort. The Chief, Phil Evans as well. Hundreds of hours between the 5 or 6 of us. It really paid off.

#### **Senate earmark funding and UPRR:**

500 applications, and we made it through the initial step. Submitted all that was requested, and we are now waiting. Equity and underserved community were the priorities of the funding this year.

UPRR transferred the funds to our bank. We are lucky to have the opportunity to redirect a substantial portion of the funding to the Mosier Center. Keeping in mind the importance of the restoration planting of RCP.

#### **RCP Gate:**

John Grim: Coburn is willing to work on the gate, as it has been very difficult to find anyone to do small projects in Mosier.

Mayor Burns would also like a camera figured into the project.

Peny would like all of us to think about the concerns raised by Kris and Carol. Thinking outside of the box is the approach we all could take to consider the issues.

City Council deliberates the many issues and concerns and ideas around the parking, passes and what the balance is. This is a goal and ongoing issue for the council.

**Personnel and Review:**

Acasia, Witt and Ron have volunteered to be the personnel committee (used to be the hiring committee). These 3 could be the group that reviews personnel (initially the policy review group).

Colleen will speak with the city attorney regarding the process/public requirements.

Witt and Ron have been working on templates, and how to do the process of a review. Work plan is tied to budget, performance and reviews. The next piece is reviewing the old draft documents and policies and updating those. The review of City Manager would be a component of this draft policy document.

The forthcoming year – we should tie our objectives and goals to a work plan. There are examples online. We can't do that looking back, obviously.

Colleen will receive the documents and comment and return. The employee review is a series of questions – self review and committee review. Can we speed it up? What is most efficient? Assigning a couple members then allowing them to report to council.

**Announcements:**

Speaking of equity and inclusion – the Spanish speaking population is not receiving our communications clearly because of our lack of language skills. We have identified a woman that can assist with translations as well as website updates and developments in a short amount of time.

**Rafting:** Start with Witt Andersons availability because of his volunteering commitments, he has the least flexible schedule.

**Adjourn: 8:30**



## **CITY COUNCIL MEETING**

**Wednesday August 04, 2021 6:30 P.M.**

### **PUBLIC MEETING MINUTES**

**August 04, 2021**

**Mayor Burns calls to order 6:30**

Mayor Burns, Ron Wright, Peny Wallace, Acasia Berry, Charlie Cannon, Witt Anderson (late excused)

Commissioner Hege, Wasco County

Staff: Colleen Coleman City Manager, John Grim City Engineer, Jayme Bennett City Recorder

**Technical issues joining call for City Council, staff and public.**

**Consent Agenda:**

Additions or Corrections to the Agenda: Peny Wallace would like to speak to the signage/speed issues in Tannawashee. (addition).

**Approval of 07/07/2021 MTG Minutes:**

**1<sup>st</sup> Acasia Berry**

**2<sup>nd</sup> Ron Wright**

**All in, motion passes, no opposition 6:48**

**Business Item 1: Rock Creek Park Gate Contract (Coburn/All Security Equipment) – John Grim**

John Grim reviews the research process, cost analysis and selection criteria. Reviews City of Mosier code and findings. Suggests public outreach campaign.

Acasia asks about public input in the process, and if the purchase of the gate should wait until after public feedback. John Grim suggests public outreach campaign prior to commencing the work.

Colleen Coleman: Council approved moving forward with getting the quote, so that's what this is.

Mayor Burns reminds everyone that this has been an issue on the agenda for the last year. Noting security concerns, police reports, and staff time. Suggesting solutions such as free tokens or uses for locals.

Public Notices will be informational and educational.

Logistics of programming the software, access and options discussed. Mayor Burns also requests a security camera be installed.

Additionally, we may have a donor that would like to purchase the gate.

**Motion to approve the Rock Creek Park Gate contract for purchase of the gate, and authorize Colleen Coleman as the purchasing officer:**

**1<sup>st</sup> Charlie Cannon**

**2<sup>nd</sup> Peny Wallace**

**All in, motion passes, no opposition 7:20**

**Business Item II: 3<sup>rd</sup> Ave Sidewalk Project Recommendation - John Grim**

(Small Cities Allotment grant, connecting Main and Wash on the North side in front of the library, designed by Klein and Associates.

Intermediate procurement: Sought 3 informal bids/quotes. (Below \$50,000 for the construction contract)

**Motion to recommend award for 3<sup>rd</sup> Ave sidewalk to Crestline Construction, and authorize City Manager to sign the contract as purchasing officer:**

**1<sup>st</sup> Ron Wright**

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

**All in, motion passes, no opposition 7:35**

**Business Item III: MNTC Engagement Letter with Roeder and Associates - Colleen**

Colleen Coleman reviews the staff report relating to the potential use of New Market Tax Credit funds, the process, and the timeline. This could bring funding to the Joint Use Facility, though we would need to go through final design prior.

Witt Anderson joins the meeting and expresses his comfortability in the process and the potential.

Ron Wright asks about staff bandwidth and time. Colleen feels we do currently, though not if we continue to add more projects or work with rigorous reporting, meetings etc. This component ties into our many existing projects.

Acasia asks if this item also needs to go to bid, like we do with other contracts. Also, it is a 5.1m loan, and if something fell through and those funds are not received from the state etc, what happens?



Witt explains the loan isn't pursued until the funds are guaranteed. We can back out of this if for some reason we decide we need to. Asked for Laura's opinion on it. (Laura said it was fine).

John Grim suggests we view Beaverton's website. They went through this process with this firm and have a page on their site dedicated to it. Could be a great resource.

Ron Wright confirms that Colleen is asking about a contract tonight and confirms that we can in fact terminate. Colleen clarifies that it is an engagement letter that allows the firm to proceed with due diligence.

**Move that the council agrees to enter into the agreement with Roeder and Company May 04, 2021, with the caveat that our legal counsel ascertains that we do not have to do any RFP and this would be sole sourced.**

**1<sup>st</sup> Witt Anderson**

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

**All in favor, motion passes, no opposition 8:05**

#### **Business Item IV: Audit Staff Report (Colleen Coleman)**

Internal control document is attached to your staff report, she reviews the various findings that were presented by the auditor. The draft audit report document is not ready, but hopeful it will be finalized by August 30, 2021 (is what the auditor said).

#### **Business Item V: EV Charging Station (Colleen Coleman)**

Staff report shows prelim site plan, contracting took a little more time, but we there.

The bays on the JUF have been rotated – is there space with this site location or a conflict?

Colleen will provide an updated design of the JUF drawings to the EV Charging team to ensure no conflict.

Will we have an opportunity to tie this solar component into the grid in the future?

Colleen will keep these questions in mind as the project moves forward. Colleen will have the Engineers at the CUP Zoom mtg and council can ask questions then.

#### **Announcements etc:**

Colleen spoke with Nate Stice regarding the funding timing on other projects. Mayor Burns would like to get the WWTP moving forward as quickly possible. John Grim suggests sole sourcing RH2 because it

would save a few months, and they are the only ones with the technology. Colleen would like to first check with Laura Westmeyer City Attorney.

Brenna would like to be on council, she has applied. The seat is vacated, there have been no other applicants. Mayor Burns can appoint and would like to have her on board.

Brenna will be invited to the first week of September City Council mtg.

City limits: Jayme check into it.

**COVID:** Jayme would like to remind everyone that with the delta variant, and the uptick in cases, we need to reconsider what opening to the public looks like. Jayme can step outside or open a window. We need to remind the community of the risks and dangers of the new strain.

Commissioner Hege reports 10+ cases a day for the last several days. CDC and local authority recommend masking up inside public spaces.

Jayme will review the layout of the office and determine a functional and safe use of the space for the staff and public.

Peny Wallace was chatting with her new neighbors, and they have all agreed after witnessing several speeding vehicles that the neighborhood could really use some speed limit signs or safety signs.

Center as it turns onto 5<sup>th</sup> could maybe use a "curve ahead" sign as that narrow road has had more traffic and creating conflict and confusion.

Colleen suggests council vote and allow us to put up a 15 MPH speed limit sign. Mayor Burns agrees. No one else had any issues.

**Trash day is this Saturday the 14<sup>th</sup> of August! Have your junk to the curb by 7:00 AM**

**Motion to have 15MPH signs East and West of Blanchard on 5<sup>th</sup> Ave and the curve signage as well.**

**1<sup>st</sup> Peny Wallace**

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

**All in, no opposition 835**

**Rafting:** August 11<sup>th</sup> rafting trip (3 rafts/15ppl) Witt needs confirmation that the date still works.

**Adjourn: 9:00**

# CITY OF MOSIER

small enough to make a difference

## Staff Report

Meeting Date: 8/4/21

Staff: John Grim – City Engineer

Agenda Title: Rock Creek Park Gate Construction – Recommendation of Award

Agenda Action: Motion to authorize purchase of gate and award of contract to Coburn Electric.

Fiscal Impact: Construction cost is estimated to be about \$15K .

Staff Recommendation: Purchase the gate and award construction contract to Coburn Electric.

### **Background:**

The City desires to install an automatic gate at the entrance to Rock Creek Park. Staff and the Park Committee member and City Councilor – Witt Anderson, investigated three gate options and in addition requested quotes for gate installation. A summary of Witt's investigation:

1. Paramount Gate:
  - a. \$17,300 installed.
  - b. Does not include concrete footing.
  - c. Specifies a customer provided token system.
2. Metro Access Control
  - a. \$15,300 installed.
  - b. Does include the concrete footing.
3. All Security Equipment
  - a. \$5,788.45 not including installation. See attached quote.
  - b. This vendor does not do installation.

I sent a RFQ to several contractors for installation of the gate subsequent to review of Witt's research. I received one quote from Coburn Electric of Odell for \$8,760. The total cost, then, under Option 3 is \$14,548.45.

Witt and staff worked closely with the vendors on gate specifications. The gate functionality was thoroughly investigated and specific equipment was selected to meet the City's needs. The gate was not evaluated for long term maintenance needs, expected life cycle or annual O&M cost. The gate location was agreed upon by the Mayor - Arlene Burns, City Councilor - Witt Anderson and John Grim – City Engineer.

### **Proposal:**

#### Recommendation of Award

Pursuant to the City of Mosier Public Contracts and Purchasing Code, I propose recommendation of award of the gate installation contract to Coburn Electric in the amount of \$8,760. I also recommend that the City purchase the gate

equipment directly in the amount of \$5,788.45 not including shipping. The gate will be shipped directly to Coburn Electric's office in Odell.

Coburn Electric has done automatic gate installation work – most recently on the Bridge of the Gods in Cascade Locks. Coburn Electric is using Waits Excavation for civil site work. I have worked with both Coburn Electric and Waits Excavation many times over the last 10 years and in my opinion, they are highly qualified and capable of doing this project. Coburn Electric staff visited the site on two occasions and are thoroughly familiar with the scope of the project and the City's requirements.

**Contract Review Board Findings:**

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 recommended by the City Engineer:

1. Procurement Process: City staff issued a RFQ to more than three contractors as required by the City's intermediate procurement code. See excerpt below.
2. Qualifications: Coburn Electric is qualified to perform automatic gate installation work.
3. Cost: The proposed cost is reasonable and within the City's project budget and it is the lowest quote received.

**3.01.060. Intermediate Procurement.** *Any procurement of goods or services exceeding \$5,000 but not exceeding \$100,000 may be awarded after seeking three informally solicited competitive price quotes or competitive proposals from prospective, qualified contractors. If three quotes or proposals are not reasonably available, fewer will suffice, but the purchasing officer shall make a written record of the effort to obtain the quotes or proposals. A contract shall be awarded under this section to the responsive bidder whose bid is the most advantageous to the city concerning price, conformity to the specification, bidder qualifications and experience, compatibility with existing equipment and similar relevant factors.*

**Implementation:**

Staff suggest that gate installation work be done after October 1 (end of the windy season). This will minimize the amount of confusion and logistical challenges of switching to a new access system during the peak wind season. A thorough public notice campaign may be necessary to inform users of the new system and should include notices on the City's website, in Suzi's newsletter, and posted at City Hall, the Post Office and at the Park entrance. Rigorous public notice should minimize complaints and confusion. However, the City Council and staff should anticipate significant criticism and confusion from users in the first few months of operation.

Season passes will be purchased from City Hall and will include a card. The gate comes with software to allow staff to activate the cards, renew them, etc. A card reader will be located at the gate. Day passes will be purchased at Brenna's Market in the form of re-usable tokens. A token machine will be next to the gate. There will be a pedestrian/bicycle bypass around the gate.

**Alternatives:**

The City Council may approve the recommendation of award, take no action, or delay a decision and request additional information.

**Proposed Motion.** Suggested motion: "I move to recommend award of the Rock Creek Park gate installation contract to Coburn Electric and to authorize the City Manager to sign an agreement with Coburn Electric and in addition I move to authorize the City Manager to purchase the gate equipment from All Security Equipment."

## **BID QUOTATION**

**To: John Grim P.E.**

**07-23-2021**

**John Grim & Associates**

**Phone: (541) 993-5421 Cell**

**(509) 365-5421 Office**

**Email: jgrim@johngrimassociates.com**

**From: Dennis Muilenburg**

**Project: Cardinal Glass**

Coburn Electric, Inc. is providing this quotation for labor and material to install (1) automatic gate to the entry of the Marina Park in Mosier as follows:

### **Proposal to include:**

1. Electrical permit fees
2. Extended existing 120v circuit around building
3. Transition above circuit to underground to gate controller pedestals
4. Install various conduits/wiring from gate controller to card reader and token machine.
5. Install ground loop sensor
6. Install gate equipment
7. Programming gate equipment

**Total price for above work \$4761.00**

### **Allowance/Adder:**

1. Trenching and Backing fill \$2200.00
2. Concrete pouring and finish \$1800.00

### **Note:**

- Owner is responsible for supply of all gate equipment.
- Work to be done Monday through Friday 07:00 to 3:30
- Coburn Electric considers any COVID -19 related changes imposed by Manufacturers and Suppliers as outside its reasonable control and subject to Force Majeure provisions.

### **Excludes:**

Rock hammering, Union Pacific permit and/or fees, Flagging, Traffic Control, and Damage to any existing underground.

# COBURN

## ELECTRIC

OR CCB #861 INC.

**Coburn Electric**  
P.O. Box 118  
3745 Eagle Loop  
Hood River, OR 97031  
541-354-1163  
541-354-1160 Fax

**Tygh Valley Office**  
81532 Fairground Rd.  
Tygh Valley, OR 97063  
541-483-2266  
541-483-2260 Fax

**The Dalles**  
541-296-2199

**Control Division**  
541-354-1163  
541-354-1160 Fax

### TERMS:

Quotation Valid for 10 days. All payments are due within 10 days of our dated invoice. If all payments are not made on time, a 1.5% interest per month shall be charged on all accounts 30 days past due. The Buyer's signature shall constitute an acceptance of all the condition stated above. Installation will be guaranteed against defects in workmanships for period of one year.

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By:** Dennis Muilenburg **Date:** 07-23-2021  
Dennis Muilenburg, Estimator

City of Mosier Oregon, Colleen  
 208 Washington Street  
 Mosier OR 97040  
 United States  
 +1 541-490-9758  
 jgrim@johngrimassociates.com

## Quotation # S12397

**Quotation Date:** 04/22/2021   
 **Expiration:** 07/30/2021   
 **Salesperson:** James Medina

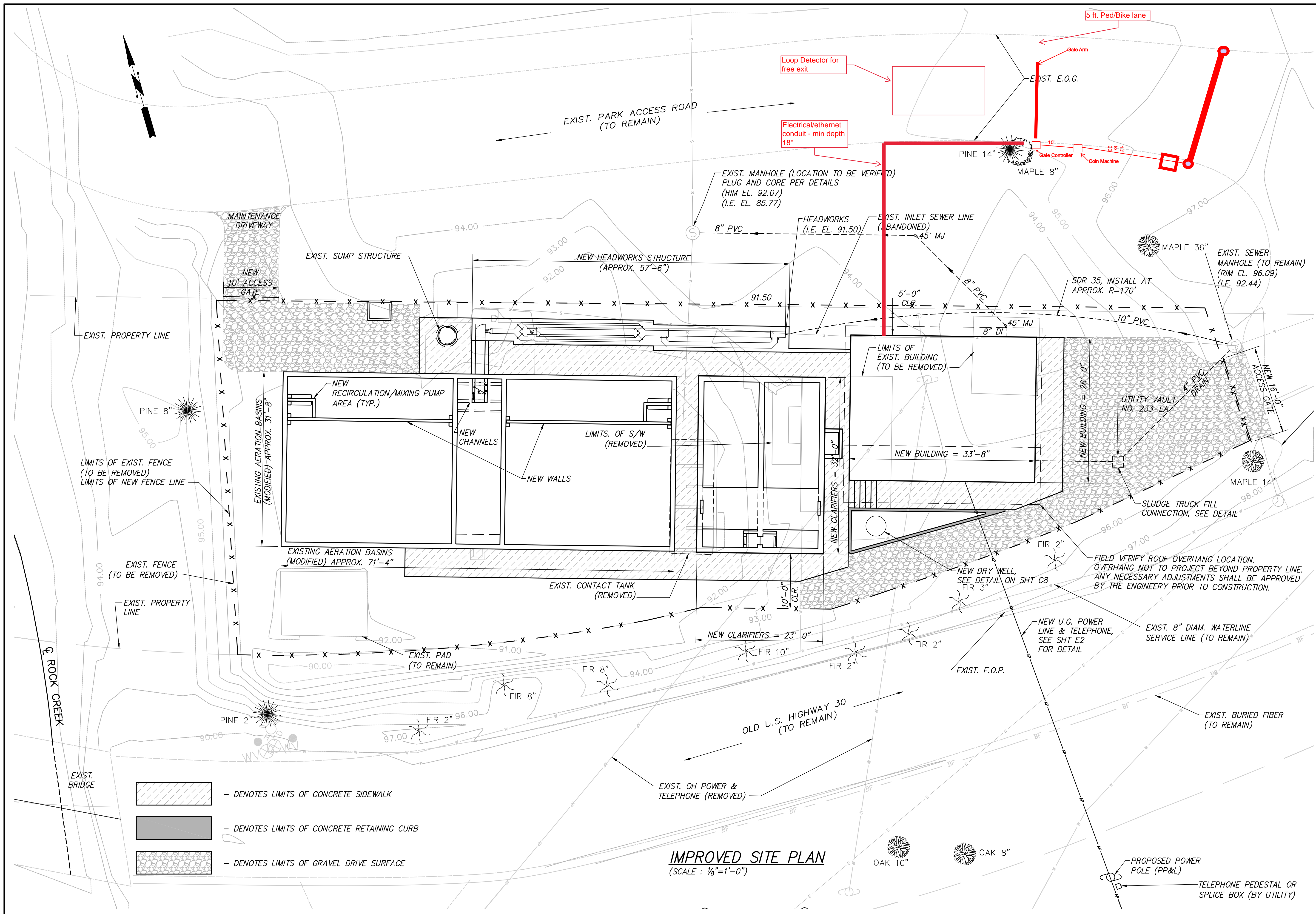
DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
---Barrier Gate Application---				
[LIF-MEGATOWER] LiftMaster Mega Tower High-Performance DC Barrier Gate Operator Up to 6,000 cycles/day, Up to 17ft boom, 1/2HP 120V Motor	1.000	1,739.00		\$ 1,739.00
[FAS-FASBAT] Battery 7ah 12V for power backup solutions	2.000	0.00		\$ 0.00
[DCS-15FTDOT] 15ft Aluminum Round Boom "DOT" Red and White Tape Total Length is 17ft Diameter is 3"	1.000	199.00		\$ 199.00
[BFT-KIRPOLAPHOTO1UL] BFT UL Polarized Reflective Photo Eye With Hood & 10K Resistor The beam is not affected by rain, dew, fog, bright sun, or reflections from sand or water. • Photo-Eye Sensor • Photo-Eye Hood • Reflector Hood	1.000	65.00		\$ 65.00
[SK-EACCESS1] Securakey Etag eACCESS 1 Access Control System Kit For Two Doors • Everything you need for a 2 door system, just add cable and door locking devices! • Securakey SK-ACP 2 door control panel • 2 ET8-RO-W-M Mullion Size Proximity Readers • SK-NET Software • 25 ETC104 eTag Proximity Cards • PC Cable & Transformer	1.000	971.00		\$ 971.00

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[SK-ETCI04-1] ISO CARDS ENCRYPTED PROXIMITY CARDS. 26BTI WIEGAND . To use w/ ET4-WXM/S reader. MULTIPLES OF 50 PCS.	100.000	5.60		\$ 560.00
[EMX-MVP-D-TEK] EMX Universal Voltage Loop Detector 9VDC - 220VAC EMP MVP Universal voltage loop detector 9VDC TO 220VAC for all gate operators up to 220VAC.	2.000	99.00		\$ 198.00
[EMX-HARNESS] EMX 802-4 Eleven Pin Harness For All Safety/Exit Loops & Loop Detectors Eleven Pin EMX Harness Model For All Safety / Exit Loops & Loop Detectors (Model 802-4)	2.000	8.00		\$ 16.00
[BD-4X8PAVEOVER40'] BD Loops 4' x 8' or 6' x 6' Pave-over Direct Burial Preformed Loop With 40' Lead (# RL 24-40)	3.000	89.00		\$ 267.00
<b>Subtotal</b>				<b>\$ 4,015.00</b>
<b>---Token Machine---</b>				
[FAS-LAN60] FAS LAN60 Token Operated Exit Control Parking System This is a very practical and effective control system which enables a gated entrance or exit to be opened once for each time a coded print token is inserted. This is an ideal system for parking lots, hotels and commercial locations.	1.000	526.00		\$ 526.00
[FAS-LAN60K] LAN60K Marked Token for LAN60 Token Operated Exit Control System - Pack of 50 Tokens The LAN60K is a token for the LAN60 Token operated exit control system. This coded print token is deposited in the token slot provided by the LAN60 machine. Available in multiple quantity packs, 50 minimum.	3.000	150.00		\$ 450.00
[LIF-UN-20] HEATER W/THERMOSTAT MEGATOWER	1.000	198.00		\$ 198.00
[SHIP] Shipping Fee	1.000	599.45		\$ 599.45
<b>Subtotal</b>				<b>\$ 1,773.45</b>

<b>Subtotal</b>	<b>\$ 5,788.45</b>
Total Discount	\$ 0.00
<b>Total</b>	<b>\$ 5,788.45</b>

Payment terms: Immediate Payment





REVISIONS		
NO.	DESCRIPTION/DATE	BY

REGISTERED PROFESSIONAL ENGINEER  
KEVIN B. HINKLEY  
EXPIRATION DATE: JUNE 30, 2009

REGISTERED PROFESSIONAL ENGINEER  
THOMAS E. COLEMAN  
EXPIRATION DATE: DECEMBER 31, 2007

**2KS consulting**  
Structural and Civil Engineering Solutions  
420 222nd Avenue N.E.  
Sammamish, WA 98074  
(425) 522-4150

**Thomas E. Coleman, P.E.**  
Consulting Services  
106 South 3rd Street, Suite 207  
Yakima, WA 98074  
(509) 454-5094

**Wastewater Treatment Plant Improvements**  
City of Mosier, Oregon

**IMPROVED SITE PLAN**

SCALE: AS NOTED

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES ACCORDINGLY.

PROJECT NO. 0626  
DRAWN BY KBH  
DATE 12-5-07  
SHEET 5 OF 8

FILE: C5\_Improv-Site-Plan.dwg

# CITY OF MOSIER

small enough to make a difference

## Staff Report

Meeting Date: 8/4/21

Staff: John Grim – City Engineer

Agenda Title: 3<sup>rd</sup> Ave. Sidewalk Construction – Recommendation of Award

Agenda Action: Motion to authorize award of contract to Crestline Construction.

Fiscal Impact: Construction cost is estimated to be about \$50K .

Staff Recommendation: Award construction contract to Crestline Construction.

### **Background:**

The City received a Special City Allotment Program grant of \$50,000 from ODOT to do sidewalk improvements on the north side of 3<sup>rd</sup> Ave. between Main St. and Washington St. The project was designed by Klein Associates and approved by City Council. The City prepared and issued a RFQ and received one quote from Crestline Construction in the amount of \$72,490. I notified Crestline that this quote was not within the City's budget and the City could not accept it. Crestline Construction then proposed to negotiate reductions in cost by reducing the scope of the work. Crestline's revised proposal was submitted in the amount of \$49,942. They proposed eliminating the landscaping in the swale by eliminating the following bid items:

- 16: Seeding
- 18: 2" diameter trees
- 19: Ground cover
- 20: Bark mulch

In addition, they reduced the Mobilization bid item price. By reducing the cost to below \$50,000 they were also able to eliminate the State's requirement to pay Prevailing Wage Rates.

The project deadline is xxxx, 2021. Temporary easements have been acquired for construction access on private property. Construction can begin as soon as the construction agreement is fully executed.

### **Proposal:**

#### Recommendation of Award

Pursuant to the City of Mosier Public Contracts and Purchasing Code, I propose recommendation of award of the 3<sup>rd</sup> Ave. Sidewalk project to Crestline Construction in the amount of \$49,942. I also recommend that the City work with volunteers, staff and local landscaping experts on planting and maintaining the new bioswale landscaping.

Crestline Construction is a general contractor from The Dalles, OR. Crestline is a highly qualified construction company with excellent experience and has done work throughout the Gorge for decades. I have worked with Crestline on

several occasions and believe they are highly qualified and capable of doing this project. In my opinion, Crestline's proposal is responsive.

**Contract Review Board Findings:**

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 recommended by the City Engineer:

1. Procurement Process: City staff issued a RFQ to more than three contractors as required by the City's intermediate procurement code. See excerpt below.
2. Qualifications: Crestline Construction is qualified and capable of performing sidewalk work.
3. Proposal: The proposal was responsive. All required submittals were completed.
4. Cost: The proposed cost is higher than anticipated. However, given the current construction climate and availability of contractors, it is reasonable and within the City's project budget. In addition, it is the only quote received. The City could cancel the bid and start over with a new RFQ. However, the additional cost to prepare, issue, coordinate and award a new request for quotes would probably offset any savings. In addition, the City is running up against its funding deadline and must begin the construction work as soon as possible. Note, that with change orders the total cost of the construction work could exceed the City's budget.

**3.01.060. Intermediate Procurement.** *Any procurement of goods or services exceeding \$5,000 but not exceeding \$100,000 may be awarded after seeking three informally solicited competitive price quotes or competitive proposals from prospective, qualified contractors. If three quotes or proposals are not reasonably available, fewer will suffice, but the purchasing officer shall make a written record of the effort to obtain the quotes or proposals. A contract shall be awarded under this section to the responsive bidder whose bid is the most advantageous to the city concerning price, conformity to the specification, bidder qualifications and experience, compatibility with existing equipment and similar relevant factors.*

**Alternatives:**

The City Council may approve the recommendation of award, take no action, or delay a decision and request additional information.

**Proposed Motion.** Suggested motion: "I move to recommend award of the 3<sup>rd</sup> Ave. Sidewalk Project contract to Crestline Construction and to authorize the City Manager to sign an agreement with Crestline."

07/12/2021  
YEV134A  
\*\*\* Yani

11:03  
MOSIER SW IMPROVEMENTS - POST BID

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	MOBILIZATION	U	1.000	LS	9,000.00	9,000.00
20	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	U	1.000	LS	2,000.00	2,000.00
30	EROSION CONTROL	U	1.000	LS	700.00	700.00
40	CLEARING & GRUBBING	U	1.000	LS	1,000.00	1,000.00
50	REMOVAL OF SURFACINGS	U	100.000	SY	12.00	1,200.00
60	ASPHALT PAVEMENT SAW CUTTING	U	112.000	LF	6.00	672.00
70	EMBANKMENT IN PLACE	U	10.000	CY	200.00	2,000.00
80	3/4"-0 AGGREGATE BASE	U	19.000	TON	200.00	3,800.00
90	1 1/2"-0 AGGREGATE BASE	U	25.000	TON	120.00	3,000.00
100	LEVEL 2, 1/2 INCH ACP MIXTURE	U	10.000	TON	300.00	3,000.00
110	CONCRETE WALKS	U	830.000	SF	14.00	11,620.00
120	SIDEWALK ENDS SIGNS	U	2.000	EA	1,300.00	2,600.00
130	CROSSWALK CLOSED SIGNS	U	2.000	EA	1,300.00	2,600.00
140	30" X 30" STOP SIGN	U	1.000	EA	1,300.00	1,300.00
150	BIOSWALE	U	1.000	LS	3,800.00	3,800.00
170	TOPSOIL	U	6.000	CY	275.00	1,650.00

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Bid Total =====> \$49,942.00

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**City of Mosier**

3<sup>rd</sup> Ave. Sidewalk Improvement Project  
June 2021

# Contract Documents



**City of Mosier  
3<sup>rd</sup> Ave. Sidewalk Project**

***Index to Contract Documents***

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Request for Quotes  
Instructions to Contractors  
Proposal\*  
Statement of intent to pay prevailing wage rates\*  
Statement of whether contractor is a resident bidder\*  
Bidder's Qualifications Statement\*  
Performance and Payment Bond  
Agreement  
Certificate of Insurance  
General Liability Endorsement  
Automotive Liability Endorsement  
General Conditions  
Project Drawings

\*Must be submitted with quote

**City of Mosier**  
PO Box 456  
Mosier, OR 97040

## ***REQUEST FOR QUOTES***

The City of Mosier is requesting quotes from contractors for the 3<sup>rd</sup> Ave. Sidewalk Project. The City will receive quotes until 5:00 PM on Thursday July 8<sup>th</sup> via email submittal. Quotes received after the time and date specified will not be considered. No bidder may withdraw its quote after the time announced for the opening, or before the award and execution of the Contract, unless the City elects to delay the award for a period exceeding 30 days.

Work to be performed includes: Construction of approximately 170 feet of concrete sidewalk improvements along the North side of 3<sup>rd</sup> Ave. from the Post Office to Washington St. in Mosier, Oregon. The work includes minor grading, asphalt removal and paving, construction of concrete sidewalks, construction of a drainage swale and associated improvements.

Construction Documents are available via email from the office of John Grim & Associates (407 State St. Lyle, WA) and may be requested during normal business hours. The City is not requiring or conducting a formal pre-bid meeting. Contractors shall visit the site prior to preparing and submitting a quote.

If the quote will exceed \$50,000, the project is subject to prevailing wage rates under ORS 279C.800 to 279C.870. Each quote must include a signed statement as to whether the contractor is a resident bidder as provided in ORS 279A.120. The City of Mosier reserves the right to reject any or all quotes and to waive irregularities in the request for quotes. John Grim P.E. – City Engineer, of John Grim & Associates is the City's representative for this procurement and may be contacted regarding this project at: John Grim P.E., PO Box 955, Lyle, WA 98635, (509) 365-5421, [jgrim@johngrimassociates.com](mailto:jgrim@johngrimassociates.com).

# **INSTRUCTIONS TO CONTRACTORS**

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## **1. General**

Copies of the Contract Documents may be obtained via email from the City Engineer – John Grim & Associates, [jgrim@johngrimassociates.com](mailto:jgrim@johngrimassociates.com) during normal business hours.

## **2. Location**

The Project is located in the City of Mosier on the north side of 3<sup>rd</sup> Ave. between Main St. and Washington St.

## **3. Examination of Plans and Site**

Contractors shall satisfy themselves as to construction conditions by personal examination of the plans and work site, and by any other examination and investigation which they may desire to make as to the nature of the work to be encountered.

The submission of a quote shall constitute acknowledgment that the contractor has relied on and is relying on personal examination of the construction documents, the site of the Work, the access to the site, and not on any representation of the Owner or the Engineer. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the project requirements or for failure to properly inspect existing site conditions.

## **4. Proposals**

Quotes (Proposals) shall be made on the forms included herewith and shall be delivered to the City Engineer as described in the Request for Quotes. No proposal may be withdrawn after the bid deadline or before award of contract unless said award is delayed by the City for a period exceeding 30 days.

The prices shown by the Contractor in the proposal shall include everything necessary for the completion of Work and fulfillment of the Contract including, but not limited to, furnishing all materials, equipment, tools, and other facilities, and all management, superintendence, labor and services, except as may be provided otherwise in the Contract Documents.

All proposals shall include specific acknowledgment in the space provided for receipt of all addenda issued during the request for quote period. Failure to acknowledge addenda may result in the proposal being rejected.

Each proposal shall be submitted via email to John Grim P.E. City Engineer at [jgrim@johngrimassociates.com](mailto:jgrim@johngrimassociates.com), with the name of the contractor and the project name in the



email subject line. Proposals must be received at or before the time and place stated in the Request for Quotes and it is the sole responsibility of each contractor to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will not be considered.

Modifications of proposals already received will be considered only if the modification is received prior to the time announced for the opening of the proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

## 5. Proposal Checklist

Each proposal must include:

- The proposal form.
- A statement of intent to pay prevailing wages, if applicable.
- A statement of whether the Contractor is a Resident Contractor.
- A statement of contractor's qualifications.

## 6. Rejection of Proposals

The Owner reserves the right to reject any proposal:

1. Which is incomplete, obscure, or irregular;
2. Which omits a price on any one or more items on which prices are required;
3. Which omits unit prices, if unit prices are required;
4. On which unit prices are unbalanced, in the opinion of the Owner;
5. From contractors who have, in Owner's sole discretion, insufficient experience with similar projects, inadequate qualifications, or an unsatisfactory performance record; or
6. Based on any other reason deemed proper by Owner.

## 7. Award of Contract

Contract will not be awarded until the City of Mosier is satisfied that successful contractor is reasonably familiar with the class of work contemplated and has the necessary capital, tools and experience to satisfactorily perform the work within the time stated. Contractor must be licensed in the class of work to be performed in the State of Oregon. Completion of the work within the time stated is essential and prior commitments of the contractor, failure to complete other work on time, or reasonable doubt as to whether the contractor would complete the work on time would be cause for the rejection of any bid. The right is reserved by Owner to waive any formalities in the bidding, to reject any or all proposals, to accept any proposal, to re-advertise for new proposals, or to otherwise carry out the work.

If Owner awards a contract, it will award the contract to the contractor whose quote will best serve the interests of the Owner, taking into account price as well as considerations that include but are not limited to: experience, expertise, and contractor responsibility under ORS 279B.110.

The agreement must include documentation of insurance coverage and bonding as specified in the contract documents and using the forms included in the contract documents (unless an equivalent form is approved by the City).

The apparent successful contractor will be furnished five copies of the Contract Documents and shall execute the agreement and shall return all five copies, together with the contract bonds and evidences of insurance, to the Owner within ten (10) working days after receiving written notice of the award of Contract. After execution by the Owner, two copies shall be returned to the Contractor.

#### **8. Failure to Execute Contract**

In the event the successful contractor fails to furnish an approved bond and to sign the contract within ten working days after notification of award, other proposals may then be reconsidered for award by Owner.

#### **9. Corrections, Interpretations and Addenda**

Any omissions, discrepancies, or need for interpretation should be brought in writing to the attention of Engineer. Written addenda to clarify questions which arise will then be issued. Owner reserves the right to seek clarification of quotes/proposals directly from Contractors.

All interpretation or explanations of the contract documents shall be in the form of an addendum and no oral statements by Owner, Engineer, or other representative of Owner shall, in any way, modify the contract documents, whether made before or after letting the contract. Contractors are responsible for ensuring that they have received, read, and understood all addenda issued.

#### **10. Project Engineer**

The Project Engineer and City Engineer is John Grim P.E. of John Grim & Associates, PO Box 955, Lyle, WA 98635. Phone: 509.365.5421, [jgrim@johngrimassociates.com](mailto:jgrim@johngrimassociates.com).

#### **11. Completion Time**

Contractor shall be required to have the contract completed within 90-calendar days after the date the notice to proceed is issued.

**12. Prevailing Wage Rates**

If the contractor's quote exceeds \$50,000, the Contractor must submit a statement of intent to pay prevailing wage rates with the proposal in accordance with ORS 279C.840.

**13. Resident Contractor**

The Contractor must submit a statement of whether the contractor is a resident contractor with the bid as defined in ORS 279A.120.

**14. Statement of Contractor's Qualifications**

The Contractor must submit a statement of contractor's qualifications with the proposal using the form included herein.

**15. Contractor's Responsibility Statement**

It is the responsibility of each contractor to ascertain if all the documents listed on the attached index are included in their copy of the construction documents. If documents are missing, it is the sole responsibility of the contractor to contact the City of Mosier to obtain the missing documents prior to bid opening time.

## PROPOSAL

Contractor: CRESTLINE CONSTRUCTION  
City: THE DALLES, State: OREGON  
Date: JULY 8<sup>TH</sup>, 2021

The Honorable City Council  
City of Mosier  
PO Box 456  
Mosier, OR 97040

Pursuant to and in compliance with your request for quote and all other documents relating to the **3<sup>rd</sup> Ave. Sidewalk Project**, the undersigned Contractor is familiar with and is in agreement with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and hereby proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the City of Mosier's project, designated as **3<sup>rd</sup> Ave. Sidewalk Project** all as required by and in strict conformance with the specifications, contract documents and drawings for the following unit prices.

**Note:** Unit prices of all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and, where conflict occurs, the written or typed words prevail.

Contractor agrees to comply with all applicable provisions of the Oregon Revised Statutes pertaining to payment of prevailing wages for public works contracts in Oregon.

City of Mosier  
3<sup>rd</sup> Ave. Sidewalk Project  
SCHEDULE OF PRICES

Item	Quantity	ODOT Bid Item #	Description	Units	Total Price
1	1	0210-0100000A	MOBILIZATION <u>FOURTEEN THOUSAND</u> (Unit Price in Words)	LS	= \$ <u>14,000</u>
2	1	0225-0101000A	TEMP. WORK ZONE TRAFFIC CONTROL, COMPLETE <u>NINE THOUSAND SEVEN HUNDRED</u> (Unit Price in Words)	LS	= \$ <u>9,700</u>
3	1	0280-0100000A	EROSION CONTROL <u>SEVEN HUNDRED</u> (Unit Price in Words)	LS	= \$ <u>700</u>
4	1	0320-0100000A	CLEARING AND GRUBBING <u>ONE THOUSAND ONE HUNDRED</u> (Unit Price in Words)	LS	= \$ <u>1,100</u>
5	100	0310-0103000J	REMOVAL OF SURFACINGS <u>TWELVE</u> (Unit Price in Words)	SQYD	= \$ <u>1,200</u>
6	112	0310-0119000F	ASPHALT PAVEMENT SAW CUTTING <u>SIX</u> (Unit Price in Words)	FT	= \$ <u>672</u>
7	10	0330-0123000K	EMBANKMENT IN PLACE (STRUCTURAL FILL) <u>TWO HUNDRED &amp; FIFTY</u> (Unit Price in Words)	CUYD	= \$ <u>2,500</u>
8	19	0641-0112000M	3/4 INCH - 0 AGGREGATE BASE (2" DEPTH UNDER WALK, 3" UNDER A/C) <u>ONE HUNDRED &amp; NINETY SEVEN</u> (Unit Price in Words)	TON	= \$ <u>3,743</u>

City of Mosier  
3<sup>rd</sup> Ave. Sidewalk Project  
SCHEDULE OF PRICES

Item	Quantity	ODOT Bid Item #	Description	Units	Total Price
9	25	0641-0117000M	AGGREGATE BASE (6" OF 1 1/2" - 0 AGG BASE UNDER ASPHALT) <u>ONE HUNDRED ; TWENTY</u> (Unit Price in Words)	TON	= \$ <u>3,000<sup>-</sup></u>
10	10	0744-0202000M	LEVEL 2, 1/2 INCH ACP MIXTURE (3" DEPTH) <u>THREE HUNDRED</u> (Unit Price in Words)	TON	= \$ <u>3,000<sup>-</sup></u>
11	830	0759-0128000J	CONCRETE WALK (5FT WIDE) <u>FOURTEEN</u> (Unit Price in Words)	SQFT	= \$ <u>11,620<sup>-</sup></u>
12	2		SIDEWALK END SIGNS ON SUPPORT <u>THIRTEEN HUNDRED</u> (Unit Price in Words)	EA	= \$ <u>2,600<sup>-</sup></u>
13	2		CROSSWALK CLOSED SIGNS ON SUPPORT <u>THIRTEEN HUNDRED</u> (Unit Price in Words)	EA	= \$ <u>2,600<sup>-</sup></u>
14	1		30" x 30" STOP SIGN ON WOOD POST <u>THIRTEEN HUNDRED</u> (Unit Price in Words)	EA	= \$ <u>1,300<sup>-</sup></u>
15	1	1012-0100000A	BIOSWALE (EXC, DRAIN ROCK, SOIL, GEOTEXTILE) <u>FOUR THOUSAND</u> (Unit Price in Words)	LS	= \$ <u>4,000<sup>-</sup></u>
16	0.010	1030-0108000R	PERMANENT SEEDING <u>SIXTY THOUSAND</u> (Unit Price in Words)	ACRE	= \$ <u>600<sup>-</sup></u>
17	6	1040-0101000K	TOPSOIL <u>TWO HUNDRED ; SEVENTY FIVE</u> (Unit Price in Words)	CUYD	= \$ <u>1,650<sup>-</sup></u>

City of Mosier  
3rd Ave. Sidewalk Project  
SCHEDULE OF PRICES

Item	Quantity	ODOT Bid Item #	Description	Units	Total Price
18	3	1040-0130000E	DECIDIOUS TREES, 2 INCH CALIPER <u>FOURTEEN HUNDRED</u> (Unit Price in Words)	EA	= \$ <u>4,200</u>
19	70	1040-0171000E	GROUNDCOVER, #1 CONTAINER <u>FIFTY FIVE</u> (Unit Price in Words)	EA	= \$ <u>3,850</u>
20	1.3	1040-0190000K	BARK MULCH <u>THREE HUNDRED FIFTY</u> (Unit Price in Words)	CUYD	= \$ <u>455</u>
				TOTAL	\$ <u>72,490</u>

All Contractors shall sign the proposal in the space provided.

The successful Contractor shall execute and furnish the attached (or equivalent) performance and payment bond within ten (10) calendar days after the date of award of contract unless a written extension is granted by the City of Mosier.

The contractor agrees to perform the complete contract work as specified, including corrections, finish and cleanup within **90 calendar days** after the date of the Notice to Proceed. Failure to complete within the specified completion time may result in liquidated damages for each working day beyond the completion date.

The proposal, together with the Agreement, Contract Documents, General Conditions, Standard Specifications, Special Provisions, Addenda and Plans, when endorsed by the City of Mosier shall become a contract binding on both parties thereto, whereby the contractor agrees to perform the complete contract work, as specified, and the City of Mosier agrees to make payment to the contractor, as specified, for said completed and accepted work. By signing this document the undersigned warrants that it has due and proper authority to bind Contractor to this proposal.

Dated this 8<sup>TH</sup> day of JULY, 2021

Contractor CRESTLINE CONSTRUCTION

Address 3600 CRATES WAY #100  
THE DALLES OR 97058

Telephone 541.506.4000 License No. 101573

By: [Signature] / ERIK KERR

Title: MANAGER

Attest: (If Corporation)

[Signature] / YANI VAIVODK  
ESTIMATOR

Witness: (If Individual or Partnership)

\_\_\_\_\_  
\_\_\_\_\_

**Acknowledgement of Receipt of Addenda:**

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_



STATEMENT OF CONTRACTOR'S QUALIFICATIONS

Each Contractor bidding on Work included in these Contract Documents shall prepare and submit the data requested on the following schedule of information. These data must be included in and made a part of the Contract Documents.

CRESTLINE CONSTRUCTION

1. Name of Contractor:

3600 CRATES WAY #100

2. Business Address:

THE DALLES OR 97058

3. How many years have you been engaged in the contracting business under the present firm name? 27 YEARS

4. Is your business a (circle one) Corporation (State) OREGON, Partnership (State) or Sole Proprietorship.

101573

913,828-01

5. CCB Surety Bond Registration No.

Worker's Comp. Acct. No.

913,828-01

6. Industrial Ins. Coverage Acct No.

7. Contractor on CCB list of contractors and sub contractors who have been determined not to be qualified to hold or participate in any public contract for a public improvement?

O Yes X No

101573

8. Oregon State License Number:

9. Contracts now in hand. 22 Gross Amount \$ 30 MIL

HEAVY CIVIL & GENERAL CONTRACTOR

10. General character of Work performed by your company.

11. List of 5 similar projects completed.

Project / Date	Description	Gross amount
ARLINGTON SAFETY IMP. 2019	SIDEWALK & PED SAFETY IMPROVEMENTS	\$ 1.3 MIL
CARSON BR 14 ROUNDABOUT 2019	ROUNDABOUT CONSTRUCTION & HWY WORK	\$ 3.5 MIL
CITY OF HOOD RIVER SAFEROUTS 2017	SIDEWALK IMPROVEMENTS	\$ 250 K
RIVER FRONT TRAIL REPAIR 2021	TRAIL REPAIR WORK	\$ 150 K
CGCC TREATY BAYS 2020	SITE DEVELOPMENT	\$ 1.2 MIL

12. List of 3 References:

Owner/Contact Person	Project Description	Contact Information
LES PERKINS FID	RESERVOIR ENHANCEMENTS	Phone: 541 490 4062 Email: les@fidhr.org
PAT MUNYAN	LINCOLN STREET IMPROVEMENTS	Phone: 509 493 1133 Email: PatM@ci.white-salmon.wa.us
DALE MCCABE	WEST 2ND STREET IMPROVEMENTS	Phone: 541 506 2021 Email: dmccabe@ci.the-dalles.or.us

### PUBLIC BIDDING CRITERIA

The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline.

Has the Bidder been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline?

Yes  No

### TERMINATION FOR CAUSE

The Bidder shall not have had any public works contract terminated for cause by a government

agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Owner.

Has the Bidder had any public works contract terminated for cause by a government agency during the five year period immediately preceding the bid submittal deadline for this project?

Yes

No

#### LIQUIDATED DAMAGES

The Bidder shall not have been assessed liquidated damages related to the performance of a public works contract by a government agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Owner.

Has the Bidder been assessed liquidated damages related to the performance of a public works contract by a government agency during the five year period immediately preceding the bid submittal deadline for this project?

Yes

No

#### LITIGATION

The Bidder shall not have been a party as a plaintiff or defendant in any lawsuits in Oregon State superior or district court or federal district court in the last six years involving performance or payment issues relating to a public works contract which were resolved adversely to the Bidder through judgment or settlement, unless there are extenuating circumstances acceptable to the Owner.

Has the Bidder been a party as a plaintiff or defendant in any lawsuits in Oregon State superior or district court or federal district court in the last six years involving performance or payment issues relating to a public works contract which were resolved adversely to the Bidder through judgment or settlement?

Yes

No

CRESTLINE CONSTRUCTION  
Name of Contractor:

3600 CRATES WAY # 100, THE DALES OR 97058  
Address of Contractor:

  
Signature of Contractor

MANAGER Title 7/8/2021 Date

## Staff Report

Meeting Date: 08/04/21

Staff: Colleen Coleman, City Manager

Agenda Titles: New Market Tax Credit (NMTC) and Roeder & Co. Ltr of Engagement

Agenda Action: Council Review and Approval of Ltr of Engagement for Roeder & Co.

Fiscal Impact: None at this time – Except staff time for extensive application process

### New Market Tax Credit (NMTC) – What is it?

The New Markets Tax Credit (NMTC) Program is administered by the Community Development Financial Institutions Fund (the CDFI Fund) under the U.S. Department of the Treasury. ( <https://www.cdfifund.gov/programs-training/programs/new-markets-tax-credit> ). It uses tax credits to attract private investment into distressed communities, thereby spurring job creation and other economic growth. The City of Mosier currently qualifies as a beneficiary of these investment funds with our current infrastructure projects. However, we'll need to go through an extensive financial application process to benefit from the program.

The City has an opportunity to work with Reynold Roeder & Co., an accounting firm that specializes in NMTC transactions. His firm will provide all due diligence to continue to vet the City's eligibility and secure a Community Development Entity (CDE), the investment organization that receives these funds from the Treasury Department and provides them to rural communities. Roeder & Co. only gets paid if the City's project is awarded NMTC. Therefore, there is no initial risk to engaging his firm.

### Process

First, the City must have a large enough project to qualify. Typically, the investors will not process an application for a project less than \$7 Million. In order to reach that threshold and exceed it for greater return, the City has put together a portfolio of projects that when combined, qualify for NMTC allocations. Those projects are:

Project	Total Cost
Mosier Center Fire/Community/City	\$6,500,000
Mosier Bike Hub	\$450,000
Electric Vehicle/Bike Charging Station	\$215,000
Rock Ck Park Derailment Site Restoration	\$300,000
USDA Water System Update	\$1,600,000
WWTP Update	\$2,500,000
<b>TOTAL</b>	<b>\$11,565,000</b>

With the total of close to ~\$12 Million including land values, the City qualifies for allocations of about \$1.78 Million that Council is free to allocate as it sees fit.

### **NMTC Application Process**

1. Engage Reynold Roeder & Co. to provide eligibility and accounting due diligence with no financial commitment until the suite of projects ('the project') is vetted for federal program viability. (Engagement Ltr Attached).
2. Prepare cut sheet used as a marketing document to the CDEs. There will be some time from staff required to get estimates of the community impacts, but much of what we have already supplied will work.
3. Roeder & Co. markets to CDEs. The City should be ready for meetings/calls similar to what we had with Walt should another CDE express keen interest.
4. CDEs will hear of awards in September. Around 30 days, they will be ready to issue reservation letters committing allocation. The reservation letters will require a deposit of around \$25k. Once we have the reservation letters, we will seek a NMTC investor. This takes around 20 to 30 days and requires a \$25k or so deposit.
5. After both commitments are secured (or sooner) we would seek to commence diligence materials and find a bridge lender. Once the project has progressed to where we believe we can predict permits, we begin closing calls with all the attorneys. Collecting diligence materials is going to take staff time. Brief overview of financial process:
  - a. \$11.5 million in estimated total project cost
  - b. \$4 million on hand now, and another \$5.1 million committed via grants and loans (\$450k Bike Hub + \$215k EV + \$300k site restoration + \$1.6 million USDA Water system update + \$2.5 WWTP Update = \$5.1 million)
  - c. Leaves a funding gap of \$2.4 million (\$11.5 less \$5.1).
  - d. NMTC financing can fill such gap up to approximately \$1.8 million, leaving about \$600k to still be funded/borrowed.
  - e. In order to take advantage of the NMTC financing it is necessary for the City to have \$8.4 million available at the date of closing (projected to be around June of 2022). Since the City only has \$4 million on hand for the project today, a bridge loan of \$4.5 million (includes some estimated loan closing costs) will be necessary. The \$4.5 million bridge loan would subsequently be paid off as the \$5.1 million in committed, but not yet received, funds become available.
  - f. However, as grant funding roles in the bridge loan is paid off.
6. 60 days or so later we would close.

Our situation is a bit different from standard projects because of the multiple sites and components. Everything is not going to line up perfectly. That is why this will happen in 2nd or 3rd quarter of 2022. Interested Community Development Entities (CDE's) are okay with that. Worst case, the project slides into the next round.

August 18, 2021

**VIA EMAIL**

Colleen Coleman  
City Manager  
City of Mosier  
208 Washington Street  
Mosier, OR 970401

Re: New Markets Tax Credit Engagement Letter Agreement

Dear Ms. Coleman,

I am pleased to provide this engagement letter setting forth the agreement (this “Agreement”) under which Roeder & Company, LLC (“Roeder”) will provide certain financial advisory services to the City of Mosier (together with any 501(c)(3) type III supporting organization to be formed (“QALICB”) and involved with the Project described below, the “Sponsor”).

**SERVICES**

- 1) The Sponsor is developing (i) the Mosier Center, a mixed-use Fire Station, Community Center and City Hall on Highway 30 in downtown Mosier, Oregon (ii) updating its waste water treatment plant, and (iii) creating a new well and booster pump station. The Sponsor is seeking advice on funding for this new construction project (the “Project”). The Project is an approximate \$12 million project seeking to qualify for New Markets Tax Credit (“NMTC”) financing due to its location in a qualified NMTC census tract.
- 2) The Sponsor engages Roeder as the Sponsor’s exclusive agent during the term of this Agreement to (a) assist the Sponsor with securing a Federal Qualified Low-Income Community Investment (as such term is used in the NMTC program) (“QLICI”) of up to \$12 million from one or more Community Development Entities or Subsidiary Community Development Entities (as such terms are used in the NMTC Program) (“CDE”) eligible to make QLICIs in the state of Oregon, (b) assist the Sponsor with preparation of materials (including due diligence materials) to solicit a QLICI, (c) assist the Sponsor with structuring and negotiating, and reviewing necessary documentation in order to close a QLICI transaction, (d) assist the Sponsor and/or the CDE, if necessary, with securing a Qualified Equity Investment (as such term is used in the NMTC Program) (“QEI”), which may include securing an equity investment in and leverage loan to an investment fund formed to make a QEI, (e) advise the Sponsor on, and compliance with, the Federal NMTC program, and (f) advise the Sponsor on NMTC reporting requirements, if any (it being acknowledged by the parties that the obligations of Roeder set forth in this Section 2 shall not extend beyond the Closing(s)). Roeder accepts the engagement

described in the preceding sentence (collectively, the “Transactions”). The parties acknowledge and agree that Roeder will not provide legal or accounting services to the Sponsor.

- 3) The Sponsor will make available to Roeder all information concerning the business, assets, operations and financial condition of the Sponsor and its Project, subsidiaries or businesses, which Roeder reasonably requests in connection with the performance of its obligations under this Agreement. The Sponsor represents and warrants to Roeder that: (a) all information and data other than the Projections (defined below) and information of a general economic or industry-specific nature (the "Information") that has been or will be made available to Roeder by or on behalf of the Sponsor is or will be, when furnished, complete and correct in all material respects; (b) none of the Information shall, when furnished or at any Closing (as defined below), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements are made; and (c) all projections and other forward-looking information that have been or will be made available to Roeder by or on behalf of the Sponsor (collectively, the "Projections") have been or will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time the related Projections are made available to Roeder (it being understood that any such Projections are subject to uncertainties and contingencies, some of which are beyond the Sponsor’s control, that no assurance can be given that any particular Projections will be realized, that actual results may differ and that such differences may be material). The Sponsor shall be solely responsible for Information and the Projections. Roeder may rely upon the accuracy and completeness of all such Information without independent verification, provided that all Projections are understood to be good faith estimates only.

#### **FEES; PAYMENTS GENERALLY**

- 4) As compensation for Roeder’s services, the QALICB will pay) to Roeder a success fee upon the successful closing of the initial QLICB (such closing, the “Closing”) benefiting the Sponsor and/or the Project in the amount of 2.0% of the Federal NMTC allocation utilized by the CDE(s) (e.g. if \$7 million of allocation is secured, then the success fee is calculated as \$12 million at 2.0%, or \$240,000), such payment to be made simultaneously with the Closing.
- 5) [Not used]
- 6) Upon written request by Roeder, the Sponsor agrees to execute an authorization to pay for the contingent success fee by direct wire transfer to Roeder at Closing; provided, that the Sponsor shall remain liable for any such payment until the same has been indefeasibly paid in full by the QALICB. If any payment obligation under this Agreement is not paid when due, the Sponsor promises to pay all costs and expenses of collection (and, to the extent not paid directly by the Sponsor to reimburse Roeder with respect to all such costs and expenses), including reasonable attorney fees, including such costs and expenses in an arbitration, at trial and on any appeal, whether or not a lawsuit commences as part of the collection process. Any such payment or reimbursement shall be due by the Sponsor on demand from Roeder.
- 7) Any amount hereunder not paid when due shall bear interest, payable upon demand, from the date such payment is required until paid in full at the rate of 1.5% per month.

#### **INDEMNIFICATION; LIMITATIONS AS TO LIABILITY; DISCLOSURE**



- 8) Each of Sponsor and Roeder will execute and deliver Exhibit A, relating to their mutual indemnification obligations, simultaneously with executing this Agreement.
- 9) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL INDEMNITY LIABILITY OF ROEDER EXCEED THE SUM OF THE FEE PAID TO ROEDER UNDER THIS AGREEMENT. IN NO EVENT SHALL THE TOTAL INDEMNITY LIABILITY OF SPONSOR EXCEED THE LIMITS UNDER OREGON LAW OR ITS STATE CONSTITUTION.
- 10) [Not Used]

### **CONFIDENTIALITY**

- 11) Roeder agrees to treat the information provided by the Sponsor as confidential. However, it is anticipated that disclosures will be made to prospective CDEs, investors and lenders. It is not customary to obtain confidentiality agreements from such parties unless they are known to be competitors of the Sponsor. Roeder will not disclose confidential information to known competitors without the Sponsor's prior written approval.

### **TERMINATION**

- 12) This Agreement will remain in effect until terminated pursuant to the provisions hereof. Subject to the provisions of Sections 3 through 15 (including Exhibit A), which will survive any termination of this Agreement, (a) the Sponsor has the right to terminate Roeder's engagement at any time without cause by giving Roeder thirty (30) days' prior written notice of termination; and (b) Roeder has the right to terminate this Agreement at any time without cause by giving the Sponsor written notice of termination.
- a) In the event of termination under this Section 12 by Sponsor, Roeder will be entitled to its fees under Section 4 that are earned through the effective date of termination of this Agreement, and
- b) If, within twenty-four (24) months following expiration or termination of this Agreement by Sponsor, the Sponsor closes a NMTC transaction, the Sponsor shall pay Roeder upon the closing of such transaction the fee equal to the fee that would have been payable to Roeder pursuant to Section 4 above.

### **WAIVER OF JURY TRIAL; GOVERNING LAW; VENUE**

- 13) ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT, PROCEEDING OR CLAIM ARISING IN CONNECTION WITH OR AS A RESULT OF ANY MATTER REFERRED TO IN THIS AGREEMENT IS HEREBY IRREVOCABLY WAIVED BY THE PARTIES HERETO. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON.

- 14) Subject to the arbitration provisions of Section 15 below, each of the parties hereto hereby irrevocably (i) submits, for itself and its property, to the jurisdiction of the Circuit Court for the State of Oregon located in Multnomah County and the United States District Court for the Oregon, and any appellate court from any such court, in any action, suit, proceeding or claim arising out of or relating to this Agreement, or the performance of services contemplated hereunder, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action, suit, proceeding or claim may be heard and determined in such Oregon State or Federal court, (ii) waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any action, suit, proceeding or claim arising out of or relating to this Agreement or the performance of services contemplated hereunder in any such Oregon State or Federal court and (iii) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action, suit, proceeding or claim in any such court. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim either in the United States District Court for the State of Oregon or in the Circuit Court for the State of Oregon located in Multnomah County. The parties hereto agree that service of any process, summons, notice or document by registered mail addressed to you or us, as applicable, shall be effective service of process for any such action, suit, appeal, proceeding, or claim brought in any such court.

#### **ARBITRATION**

- 15) Any claims or controversies relating to this Agreement, unless otherwise resolved by the parties hereto within fifteen (15) days written notice from the other party hereto, will be heard and resolved by arbitration under the auspices and rules of the Arbitration Service of Portland, Inc. (“ASP”) or another mutually agreed upon arbitration service as agreed to in writing by the parties hereto. Venue of all arbitration proceedings will be in Portland, Oregon. Arbitration will be before one arbitrator. Arbitration hereunder will be (a) selected by mutual agreement of the parties hereto reached fifteen (15) days after the ASP or other arbitration service has sent confirmation of notice of filing of the demand for arbitration, or, (b) if no mutual agreement can be reached by the parties hereto within that time period, the arbitrator will be appointed by the ASP or other arbitration service. Any such arbitrator will be an attorney at law who has practiced law for at least ten (10) years in either general commercial litigation or general corporate and commercial matters. The arbitrator will not be empowered to award punitive damages or damages in excess of actual damages. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent authorized in civil judicial proceedings. Arbitration fees payable to the arbitrator will initially be paid equally by each of the parties hereto; the prevailing party will be entitled to recover any of its fees, costs and expenses that it has incurred in connection with the arbitration from the non-prevailing party hereto. Notwithstanding the foregoing, no party hereto will be prevented from seeking injunctive relief from a court contemplated in Section 14 above in order to enforce the terms and conditions of this Agreement. Any award will be paid in United States Dollars if monetary in nature, will be final and legally binding, and may be entered into judgment in any court of competent jurisdiction where a party hereto maintains assets. Except as required by applicable law, all arbitration proceedings and any evidence submitted therein (and particularly, but without limitation, any trade secrets, intellectual property and other information in which either of the parties has an expectation of privacy) will be kept confidential by the parties hereto and the arbitrator.

#### **CONCLUSION**

- 16) This Agreement has been and is made solely for the benefit of the Sponsor, Roeder, and the Sponsor Indemnified Persons and Roeder Indemnified Persons (each as defined in Exhibit A hereto) and the Sponsor, Roeder, and such indemnified persons' respective successors and assigns, and nothing in this Agreement, expressed or implied, is intended to confer or does confer on any other person or entity any rights or remedies under or by reason of this Agreement or your and our agreements.
- 17) This Agreement, including any exhibits hereto, contains the entire Agreement by and between the parties hereto concerning the matters set forth herein and supersedes any prior understanding or agreements between the parties hereto. This Agreement may not be amended or modified except in writing by the parties hereto. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without reference to conflicts of laws principles.
- 18) If the foregoing (and attached Exhibit A) correctly sets forth the understanding and agreement between Roeder and the Sponsor, please so indicate the Sponsor's agreement in the space provided for this purpose below, whereupon this Agreement will constitute a legally-binding agreement as of the date of this Agreement.

**ROEDER & COMPANY, LLC**

By \_\_\_\_\_

Reynold Roeder, CEO

Respectfully agreed to by:

**CITY OF MOSIER**

By \_\_\_\_\_

Colleen Coleman, City Manager

### Exhibit A to the Engagement Letter Agreement

In consideration of the Agreement of Roeder & Company, LLC (“Roeder”) to act on behalf of the City of Mosier (together with the QALICB involved with the Project described in the attached Agreement, the “Sponsor”), pursuant to the attached Agreement dated August 18, 2021 each of Roeder and the Sponsor agree as follows:

**1. Sponsor Indemnification of Roeder.** Subject to the limitations as to indemnity set forth in Section 9 of the attached Agreement, Sponsor shall (a) indemnify and hold harmless Roeder, its affiliates, and each of their respective members, shareholders, partners, directors, officers, agents, representatives, consultants, employees, successors, assigns and controlling persons (within the meaning of the Securities Act of 1933) (Roeder and each such other person or entity are hereinafter referred to as a “Roeder Indemnified Person”), from and against any losses, claims, damages, expenses and liabilities or actions in respect thereof (collectively, “Losses”), to which any such Roeder Indemnified Person, directly or indirectly, may become subject arising out of, relating to, resulting from or otherwise in connection with the Agreement, the Transactions contemplated therein, including, without limitation, any Closing of a QLICI (as each such term is defined in the Agreement), the use of the proceeds therefrom, or any action, claim, suit, litigation, appeal, investigation, inquiry, arbitration or proceeding (each, a “Roeder Claim”) directly or indirectly arising out of, relating to, resulting from or otherwise in connection with any of the foregoing, regardless of whether any Roeder Indemnified Person is a named party thereto or whether such Roeder Claim is brought by the Sponsor (except to the extent authorized by Section 2 below), any of the Sponsor’s affiliates or a third party and (b) to reimburse each Roeder Indemnified Person upon demand at any time and from time to time for all out of pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any Roeder Claim, directly or indirectly, arising out of, relating to, resulting from or otherwise in connection with any of the foregoing (including in connection with the enforcement of the indemnification obligations and waivers set forth in this Exhibit A or the Agreement); provided, however, that no Roeder Indemnified Person will be entitled to indemnity hereunder with respect to any Loss to the extent that such Loss resulted solely and directly from any action for which Roeder is obligated to indemnify any Sponsor Indemnified Person pursuant to Section 2 below.

**2. Roeder Indemnification of Sponsor.** Subject to the limitations as to indemnity set forth in Section 9 of the attached Agreement, Roeder shall (a) indemnify and hold harmless the Sponsor, its affiliates, and each of their respective members, shareholders, partners, directors, officers, agents, representatives, consultants, employees, public officials, successors, assigns and controlling persons (within the meaning of the Securities Act of 1933) (the Sponsor and each such other person or entity are hereinafter referred to as a “Sponsor Indemnified Person”), from and against any Losses, to which any such Sponsor Indemnified Person, directly or indirectly, may become subject arising out of, relating to, resulting from or otherwise in connection with any and all losses or damages sustained to property or any Sponsor Indemnified Person, to the extent caused by the negligent or other wrongful acts, errors or omissions of Roeder or its employees, or agents arising as a direct result of the services provided by Roeder pursuant to this Agreement (it being understood and agreed by the parties hereto that Roeder does not assume any responsibility for errors or omissions of, or the accuracy or completeness of any Information provided by or on behalf of the Sponsor), or any action, claim, suit, litigation, appeal, investigation, inquiry, arbitration or proceeding (each, a “Sponsor Claim”) directly or indirectly arising out of, relating to, resulting from or otherwise in connection with any of the foregoing, regardless of

whether any Sponsor Indemnified Person is a named party thereto or whether such Sponsor Claim is brought by Roeder (except to the extent authorized by Section 1 above), any of the Roeder's affiliates or a third party and (b) to reimburse each Sponsor Indemnified Person upon demand at any time and from time to time for all out of pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any Sponsor Claim, directly or indirectly, arising out of, relating to, resulting from or otherwise in connection with any of the foregoing (including in connection with the enforcement of the indemnification obligations and waivers set forth in this Exhibit A or the Agreement); provided, however, that no Sponsor Indemnified Person will be entitled to indemnity hereunder with respect to any Loss to the extent that such Loss resulted solely and directly from any action for which the Sponsor is obligated to indemnify any Roeder Indemnified Person pursuant to Section 1 above.

3. **Apportionment of Indemnity Liabilities.** If an indemnity contemplated in this Exhibit A is unavailable to either party hereto (or their respective affiliates, members, shareholders, partners, directors, officers, agents, representatives, consultants, employees, public officials, successors, assigns or controlling persons) or insufficient to hold any such indemnified person harmless, then the indemnifying party to the fullest extent permitted by law, shall contribute to the amount paid or payable by such indemnified person as a result of such Losses in such proportion as is appropriate to reflect the relative benefits received by the Sponsor, on the one hand, and by Roeder, on the other hand, from the Transactions or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Sponsor, on the one hand, and Roeder, on the other hand, but also the relative fault of the Sponsor, on the one hand, and Roeder, on the other hand, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all Roeder Indemnified Persons to all Losses shall not exceed the amount of fees actually received by Roeder pursuant to the Agreement. For the purposes of this paragraph, it is hereby further agreed that (i) the relative benefits to the Sponsor, on the one hand, and Roeder, on the other hand, with respect to the Transactions shall be deemed to be in the same proportion as (x) the total value paid or received or contemplated to be paid or received by the Sponsor, its equityholders and/or the Sponsor's or such equityholders respective affiliates, as the case may be, in the Transactions, whether or not the Transactions are consummated, bears to (y) the fees actually paid to Roeder under the Agreement and (ii) the relative fault of the Sponsor, on the one hand, and Roeder, on the other hand, with respect to the Transactions shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to Information supplied by the Sponsor, any of the Sponsor's affiliates and/or any of any of the Sponsor's officers, directors, partners, trustees, employees, affiliates, shareholders, advisors, agents, representatives, public officials, attorneys-in-fact and controlling persons or by Roeder, as well as the Sponsor's and Roeder's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4. **Survival and Consent to Settle.** The indemnity and contribution obligations set forth herein (i) shall be in addition to any liability that either party may have to any indemnified person at law, in equity or otherwise, (ii) shall survive the expiration or termination of the Agreement and any Closing, (iii) shall apply to any modification, amendment, waiver or supplement of this Agreement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of either party or any other indemnified person, and (v) shall be binding on any successor or assign of either party hereto and the successors or assigns to any substantial portion of the such party's business and assets.

Each party hereto agrees that, without the other party's prior written consent, it will not settle any pending or threatened claim, action, suit or proceeding related to the Agreement unless the settlement also includes an express unconditional release of the Sponsor Indemnified Persons and Roeder Indemnified Person, as applicable, from all liability and obligations arising therefrom.

The obligations of each party hereto referred to above will be in addition to any rights that any indemnified person referred to above may otherwise have and will be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of any party hereto or any such indemnified person. It is understood that the obligations of the parties hereto will remain operative regardless of any termination or completion of Roeder's services.

Agreed to by:

**CITY OF MOSIER**

**ROEDER & COMPANY, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

**BEFORE THE CITY COUNCIL  
FOR THE CITY OF MOSIER, OREGON**

**Resolution No. 2021- 10**

**Resolution Designating the City Manager as the City’s Contract Administrator and Purchasing Officer and Establishing the City Manager’s Purchasing Authority**

WHEREAS, the City of Mosier operates as a Council-Manager form of government with an appointed City Manager as the chief administrative officer for the City;

WHEREAS, the Mosier City Council is the City’s Local Contract Review Board and has adopted its own local rules of procedure for public contracts pursuant to ORS 279A.065, which local rules are codified in the Mosier Municipal Code (“MMC”) Chapter 3.01;

WHEREAS, under MMC 3.01.040 the City Manager may be designated as the City’s Contract Administrator and Purchasing Officer and be thereby authorized to execute and administer all city contracts, so long as the contract awards are in compliance with the City’s local contracting procedures and the Oregon Public Contracting Code, and provided that funds have been properly authorized by the City Council for such awards;

WHEREAS, from time to time the Mosier City Council establishes the City Manager’s spending authority, under which amount the City Manager may authorize contracts, purchases, and expenditures on behalf of the City, provided that such awards are in compliance with the local and state contracting rules and funds have been properly authorized and appropriated by the City Council for such purposes;

**NOW, THEREFORE, BE IT RESOLVED BY THE MOSIER CITY COUNCIL:**

**Section 1. Designation of Contract Administrator and Purchasing Officer.** Pursuant to MMC 3.010.040, the City Manager is hereby designated as the City’s Contract Administrator and Purchasing Officer and is authorized to execute and administer all City contracts, provided that such contracts and awards are in compliance with all applicable state and local contracting laws and procedures and the City Council has appropriated sufficient funding for the purpose for which the funds are committed and contracts awarded.

**Section 2. Establishment of City Manager Spending Authority.** The City Manager is authorized to approve all expenditures on behalf of the City that do not exceed \$25,000, provided that such expenditures have been properly budgeted, authorized, and appropriated by the City Council.

**Section 3: Effective Date.** This Resolution is effective immediately upon adoption and shall be effective unless and until superseded by action of the City Council.

**INTRODUCED AND ADOPTED** this 18th day of August 2021, effective as of the date of adoption.

**CITY OF MOSIER**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**Attest:** BY: \_\_\_\_\_ TITLE: \_\_\_\_\_



SCHEMATIC DESIGN SUMMARY REPORT #3



Mosier Center, Mosier, OR  
July 26, 2021

63049 Lower Meadow Drive, Bend, OR 97701

541-389-7119

	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Division 01 General Requirements</b>						
<b>Cost of Work</b>						
Safety Items	10.00	mo	\$ 1,182.00	\$ 11,820.00		
Temporary Internet Service	10.00	mo	\$ 200.00	\$ 2,000.00		
Temporary Sanitary Facilities	10.00	mo	\$ 500.00	\$ 5,000.00		City has contract
Temporary Water	1.00	ls	\$ 1,500.00	\$ 1,500.00		City provides water utility
Construction Signage	1.00	ls	\$ 100.00	\$ 100.00		
Construction Trailers	10.00	mo	\$ 790.00	\$ 7,900.00		
Office Supplies	10.00	mo	\$ 175.00	\$ 1,750.00		
Forklift/Fuel/Maint	10.00	mo	\$ 680.00	\$ 6,800.00		
Progress Cleaning	10.00	mo	\$ 750.00	\$ 7,500.00		
Cleanup Drop Box/Disposal Fees	10.00	mo	\$ 1,000.00	\$ 10,000.00		
Superintendent - Full Time	10.00	mo	\$ 19,619.25	\$ 196,192.50		
Project Manager - 50%	10.00	mo	\$ 9,654.75	\$ 96,547.50		
SR. Project Manager - 5%	10.00	mo	\$ 1,247.40	\$ 12,474.00		
Project Assistant - 5%	10.00	mo	\$ 627.90	\$ 6,279.00		
Construction Documents	1.00	ls	\$ 375.00	\$ 375.00		
<b>Division 01 General Requirements Sub-Totals</b>					<b>\$ 366,238</b>	
		8%	\$ 35.45	/sf		
<b>Division 02 Existing Conditions</b>						
<b>Site Demolition</b>						
Private Utilities Locate Allowance	1.00	ls	\$ 1,500.00	\$ 1,500.00		
Tree Dripline Protection	1.00	ls	\$ 750.00	\$ 750.00		
Salvage & Protect Totem pole Allowance	1.00	ea	\$ 2,500.00	\$ 2,500.00		
Salvaged Site Materials Recovery Allowance	1.00	ls	\$ 3,000.00	\$ 3,000.00		
AC Sawcuts	637.00	lf	\$ 2.00	\$ 1,274.00		utilities crossings and frontage cuts
Existing Asphalt Removal	1,197.00	sf	\$ 1.00	\$ 1,197.00		utilities crossings and frontage
Demolition Permit Allowance	1.00	ls	\$ 750.00	\$ 750.00		is this needed?
<b>Division 02 Existing Conditions Sub-Totals</b>					<b>\$ 10,971</b>	
		0%	\$ 1.06	/sf		
<b>Division 03 Concrete</b>						
<b>Poured-In-Place Concrete</b>						
Continuous Wall Footing, 24" x 12"	258.00	lf	\$ 66.00	\$ 17,028.00		includes weather protection
Continuous Wall Footing, 30" x 12"	372.00	lf	\$ 71.00	\$ 26,412.00		includes weather protection
Continuous Wall Footing, 48" x 12"	245.00	lf	\$ 92.00	\$ 22,540.00		includes weather protection
Continuous Wall Footing, 54" x 12"	21.00	lf	\$ 103.00	\$ 2,163.00		includes weather protection
Pad Footings, 36" square	19.00	ea	\$ 347.65	\$ 6,605.35		includes weather protection
8" Concrete Walls	5,751.00	sf	\$ 42.25	\$ 242,979.75		includes weather protection
12" Concrete Walls	0.00	sf	\$ 63.85	\$ -		wood framed foundation wall
4" Slab on Grade w/#4@ 18"ocbw	1,954.00	sf	\$ 13.90	\$ 27,160.60		includes vapor barrier, sawcuts & weather protection
6" Slab on Grade w/#4@ 18"ocbw	3,578.00	sf	\$ 16.05	\$ 57,426.90		includes vapor barrier, sawcuts & weather protection
3" Slab on Wood Deck w/mesh	0.00	sf	\$ 10.85	\$ -		omit concrete at wood deck
Housekeeping Pads Allowance	1.00	sum	\$ 1,500.00	\$ 1,500.00		
Miscellaneous Accessories	0.03		\$ 403,815.60	\$ 12,114.47		
<b>Division 03 Concrete Sub-Totals</b>					<b>\$ 415,930</b>	
		10%	\$ 40.26	/sf		
<b>Division 04 Masonry</b>						
<b>Masonry</b>						
Board Formed Concrete Mass Wall	1,324.00	sf	\$ 52.00	\$ 68,848.00		
<b>Division 04 Masonry Sub-Totals</b>					<b>\$ 68,848</b>	
		2%	\$ 6.66	/sf		
<b>Division 05 Steel</b>						
<b>Misc Iron</b>						
Exterior Pipe Columns	6.00	ea	\$ 750.00	\$ 4,500.00		
Steel Plate Canopy	27.50	sf	\$ 150.00	\$ 4,125.00		
Fire Hall Attic Storage Guardrails	0.00	lf	\$ 75.00	\$ -		Attic deleted
Gyp Pony Wall	1.00	sum	\$ (1,500.00)	\$ (1,500.00)		gyp pony wall in lieu of guardrails
Site Bollards @ Apparatus Bay	7.00	ea	\$ 500.00	\$ 3,500.00		
Roof Access Ladder Allowance	0.00	sum	\$ 1,250.00	\$ -		omit roof ladder
<b>Division 05 Steel Sub-Totals</b>					<b>\$ 10,625</b>	
		0%	\$ 1.03	/sf		
<b>Division 06 Wood, Plastics, &amp; Composites</b>						
<b>Rough Carpentry</b>						
Fasteners & Hardware	0.03		\$ 493,083.60	\$ 14,792.51		
Miscellaneous Blocking/Backing & Framing Infills	900.00	lf	\$ 8.00	\$ 7,200.00		

SCHEMATIC DESIGN SUMMARY REPORT #3



Mosier Center, Mosier, OR  
July 26, 2021

63049 Lower Meadow Drive, Bend, OR 97701

541-389-7119

	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Wood Stud Wall Framing</b>						
2 x 6 Stud Walls	8,838.00	sf	\$ 7.35	\$ 64,959.30		
2 x 4 Stud Walls	1,540.00	sf	\$ 7.00	\$ 10,780.00		
6 x 6 Posts to Roof Beams	12.00	ea	\$ 308.00	\$ 3,696.00		16 footers, includes Simpson post caps
Replace 12" Concrete Foundation Wall With Wood	888.00	sf	\$ 8.25	\$ 7,326.00		wood framed foundation wall
5-1/8 x 12 GLB Headers Framing	142.00	lf	\$ 47.70	\$ 6,773.40		
<b>Engineered Wood Structural Roof Framing</b>						
5-1/2 x 16-1/2 Upper Roof GLB Framing	539.00	lf	\$ 61.65	\$ 33,229.35		custom end cuts
5-1/2 x 15 Flat Roof GLB Framing	124.00	lf	\$ 55.45	\$ 6,875.80		
5-1/2 x 21 Flat Roof GLB Framing	160.00	lf	\$ 67.10	\$ 10,736.00		
1-3/4 x 16 LVL Joist Roof Framing	1,072.00	sf	\$ 15.75	\$ 16,884.00		Fire Hall area, includes TF hangers & flat blocking @ 48" oc
5-Ply (6-7/8") CLT Roof Panels	6,160.00	sf	\$ 26.50	\$ 163,240.00		
<b>Wood Stud Roof &amp; Ceiling Framing</b>						
2x10 Ceiling/Roof Framing	1,159.00	sf	\$ 11.75	\$ 13,618.25		
2x8 Ceiling Framing	1,055.00	sf	\$ 9.75	\$ 10,286.25		
Roof Edge PT Insulation Support Framing	1,588.00	lf	\$ 2.70	\$ 4,287.60		upper roof
Misc Roof/Soffits/Ceilings/Floors Infills Framing	6,160.00	sf	\$ 1.50	\$ 9,240.00		
<b>Floor Framing</b>						
6 x 6 Posts	20.00	ea	\$ 233.00	\$ 4,660.00		8 footers, includes Simpson post caps & bases
2 x 6 Subfloor Cripple Walls	248.00	sf	\$ 7.35	\$ 1,822.80		crawlspace walls
6-3/4 x 27 Floor Beams	50.00	lf	\$ 107.85	\$ 5,392.50		includes simpson hangers
5-1/2 x 13-1/2 Floor Beams	112.00	lf	\$ 53.10	\$ 5,947.20		includes simpson hangers & splice straps
1-3/4 x 11-7/8 LVL Rim Joist Ledgers	459.00	lf	\$ 16.85	\$ 7,734.15		
11-7/8" TJI 230 Floor Framing	684.00	lf	\$ 12.40	\$ 8,481.60		16' oc floor joists layout over Public Works, includes hangers
11-7/8" TJI 560 Floor Framing	2,076.00	lf	\$ 15.25	\$ 31,659.00		16' oc floor joists crawlspace area w/ hangers & web stiffeners
<b>Sheathing</b>						
1/2" Plywood Subfloor Cripple Wall Sheathing	248.00	sf	\$ 3.00	\$ 744.00		crawlspace walls
3/4 T&G Floor Sheathing	3,539.00	sf	\$ 3.35	\$ 11,855.65		
1/2" Plywood Exterior Wall Sheathing	5,082.00	sf	\$ 3.00	\$ 15,246.00		
1/2" Plywood Back Of Parapets Sheathing	346.00	sf	\$ 3.00	\$ 1,038.00		
1/2" Plywood Exterior Wall Sheathing on inside	694.00	sf	\$ 3.00	\$ 2,082.00		struct note on S2.30 says may need this?
1/2" Plywood Interior Shearwall Sheathing	430.00	sf	\$ 3.00	\$ 1,290.00		
5/8" Plywood Roof Sheathing - Training Flat Roof	1,159.00	sf	\$ 3.25	\$ 3,766.75		
1/2" Ply Roof Sheathing - CLT Upper Roof	6,160.00	sf	\$ 3.00	\$ 18,480.00		
7/8" Ply Roof Sheathing - Fire Hall	1,072.00	sf	\$ 3.50	\$ 3,752.00		
<b>Interior Finish Carpentry</b>						
Ceilings T&G Wood Paneling	0.00	sf	\$ 50.00	\$ -		omitted with CLT roof panels
Furring Strips for T&G Wood Paneling	0.00	sf	\$ 2.50	\$ -		
Wood Base	0.00	lf	\$ 8.50	\$ -		rubber base in lieu of wood
Wood Doors & Windows Interior Trim	0.00	lf	\$ 8.50	\$ -		no details, but Alpen System doesn't seem to need it?
Window Sills Trim	0.00	lf	\$ 6.50	\$ -		no details, but Alpen System doesn't seem to need it?
<b>Wall Protection</b>						
Stainless Steel Corner Guards	12.00	ea	\$ 65.00	\$ 780.00		quantity per Design Narrative
<b>Architectural Wood Casework</b>						
P-Lam Lower Cabinets	80.00	lf	\$ 350.00	\$ 28,000.00		reduce casework qtls
P-Lam Upper Cabinets	50.00	lf	\$ 275.00	\$ 13,750.00		reduce casework qtls
P-Lam Countertops Only	22.00	lf	\$ 200.00	\$ 4,400.00		restrooms & transaction counters
Full Height Bookcase	8.00	lf	\$ 500.00	\$ 4,000.00		approx 10' tall @ Open Office 121
Open Adjustable Shelving	155.00	lf	\$ 25.00	\$ 3,875.00		
Stainless Steel Counters w/ Integral Sinks	0.00	lf	\$ 245.00	\$ -		Not used
Galvanized Work Bench Cover in App Bay	0.00	sum	\$ 750.00	\$ -		no longer shown
<b>Division 06 Wood, Plastics, &amp; Composites Sub-Total</b>	<b>13%</b>		<b>\$ 54.47 /sf</b>		<b>\$ 562,681</b>	

Division 07 Thermal & Moisture	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Waterproofing &amp; Damproofing</b>						
Waterproofing at Stormwater Planter	1,170.00	sf	\$ 10.00	\$ 11,700.00		
Damproofing at Building Perimeter Stemwalls	4,975.00	sf	\$ 2.50	\$ 12,437.50		figured 75% of conc walls areas
Concrete Sealer at Building Perimeter Stemwalls	1,659.00	sf	\$ 1.75	\$ 2,903.25		figured 25% of conc walls areas
Underfloor Subgrade Vapor Barrier	3,539.00	sf	\$ 0.25	\$ 884.75		6 mil visqueen in crawlspace area
<b>Insulation</b>						
<b>Rigid Board Insulation</b>						
Foundation Insulation - 2"	2,620.00	sf	\$ 2.75	\$ 7,205.00		
Underslab Insulation - 2"	3,578.00	sf	\$ 2.75	\$ 9,839.50		Apparatus Bay heated slab
Roof R-30	0.00	sf	\$ 6.50	\$ -		Included in Roofing
<b>Fiberglass Batt Insulation</b>						
Interior Partition Walls, R-11	5,296.00	sf	\$ 0.95	\$ 5,031.20		
Exterior Walls, R-23	3,402.00	sf	\$ 1.75	\$ 5,953.50		
Exterior Walls, R-13	1,680.00	sf	\$ 1.05	\$ 1,764.00		grid C.5 South wall only, combined with spray foam below
Hard Lid Ceilings, R-11	2,871.00	sf	\$ 0.95	\$ 2,727.45		
Underfloor R-30	3,539.00	sf	\$ 2.25	\$ 7,962.75		crawlspace & Public Works floor assemblies
<b>Spray Foam Insulation</b>						
Closed Cell Spray Foam Insulation, R-21	1,680.00	sf	\$ 9.00	\$ 15,120.00		grid C.5 South wall only
<b>Weather Barrier/Rainscreen</b>						
Prosoco Fluid-Applied Membrane/Liquid Flash Sys	4,022.00	sf	\$ 10.00	\$ 40,220.00		
PT 2x4 over 3" TBD Insulation	4,022.00	sf	\$ 5.05	\$ 20,311.10		
Target \$5 per SF Reduction	4,022.00	sf	\$ (5.00)	\$ (20,110.00)		target less costly system, look at ZIP panels
<b>Roofing</b>						

SCHEMATIC DESIGN SUMMARY REPORT #3



Mosier Center, Mosier, OR  
July 26, 2021

63049 Lower Meadow Drive, Bend, OR 97701

541-389-7119

	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
Standing Seam Metal Roofing	6,160.00	sf	\$ 17.00	\$ 104,720.00		target \$17 per sf
PVC Membrane Roofing	2,003.00	sf	\$ 20.00	\$ 40,060.00		
Membrane Roofing Walkpads Allowance	1.00	sum	\$ 750.00	\$ 750.00		walkpads quantity unknown
Roof Areas Misc Flashings & Penetrations Trim	0.01		\$ 144,780.00	\$ 1,447.80		
Siding & Soffits						
Siding/Soffit Budget \$15 per SF	4,022.00	sf	\$ 15.00	\$ 60,330.00		budget \$15 per sf for siding
Furring Strips for T&G Wood Soffits	0.00	sf	\$ 2.50	\$ -		now exposed CLT
Siding/Soffit Areas Misc Flash & Penetration Trim	0.01		\$ 60,330.00	\$ 603.30		
Flashing & Sheet Metal						
Gutters & Downspouts	230.00	lf	\$ 25.00	\$ 5,750.00		
Pre-finished Break-metal wall Cover Shapes	665.00	sf	\$ 20.00	\$ 13,300.00		includes interior of Public Corridor south
Parapet Caps & Curbs Cap Metal	255.00	lf	\$ 25.00	\$ 6,375.00		
Roof & Soffits Edge Break-metal Flashings	398.00	lf	\$ 12.50	\$ 4,975.00		
Openings & Transitions Flashings & Trim	591.00	lf	\$ 12.50	\$ 7,387.50		
Louver Assemblies	0.00	sf	\$ 85.00	\$ -		not used
Replace Louvers With Siding	1.00	sum	\$ -	\$ -		replaced louvers with framing and siding
Roof Accessories						
Expansion Joints	0.00	lf	\$ 110.00	\$ -		not used
Caulking & Sealants						
Caulking	10,330.00	sf	\$ 0.45	\$ 4,648.50		
Firewalls & Fire Penetrations Allowance	10,330.00	sf	\$ 0.10	\$ 1,033.00		

Division 07 Thermal & Moisture Sub-Total	9%	\$	36.33	/sf	\$	375,330
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Division 08 Openings	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
Doors, Frames, & Hardware, Installation						
Interior						
3-0 x 7-0 HM Frame, Wood Doors & Hdw - Single	8.00	ea	\$ 1,500.00	\$ 12,000.00		
2-6 x 7-0 HM Frame, Door & Hdw - Single	1.00	ea	\$ 1,150.00	\$ 1,150.00		
3-0 x 7-0 HM Frame, Door & Hdw - Single	10.00	ea	\$ 1,350.00	\$ 13,500.00		
Exterior						
3-0 x 7-0 Aluminum Frame, Door & Hdw - Single	7.00	ea	\$ 4,250.00	\$ 29,750.00		
3-0 x 7-0 HM Frame, Door & Hdw - Single	3.00	ea	\$ 1,350.00	\$ 4,050.00		
14 x 14 Aluminum Full-view OH Door	3.00	ea	\$ 12,940.00	\$ 38,820.00		Apparatus Bay
Electric Automatic Door Opener	3.00	ea	\$ 3,265.00	\$ 9,795.00		Apparatus Bay
16 x 8 Insulated Steel OH Door	1.00	ea	\$ 8,450.00	\$ 8,450.00		Public Works
Electric Automatic Door Opener	1.00	ea	\$ 3,350.00	\$ 3,350.00		Public Works
Access Doors						
Access Doors Allowance	3.00	ea	\$ 250.00	\$ 750.00		
Special Door Hardware						
Electronic Access Control Hardware	3.00	ea	\$ 3,500.00	\$ 10,500.00		quantity to be confirmed
ADA Power Operators	2.00	ea	\$ 3,500.00	\$ 7,000.00		Front Entry Vestibule
Panic Devices	7.00	ea	\$ 1,500.00	\$ 10,500.00		quantity to be confirmed
Special Assemblies						
Interior All-Glass Wall Assemblies	670.00	sf	\$ 53.00	\$ 35,510.00		revised per pictures
Transaction Windows	2.00	ea	\$ 1,850.00	\$ 3,700.00		
Wood Bi-fold Accordion Doors	66.00	sf	\$ 70.00	\$ 4,620.00		
Concessions Pass-Through	1.00	ea	\$ 2,750.00	\$ 2,750.00		
Windows						
Fiberglass Alpen Window System	1,655.00	sf	\$ 67.50	\$ 111,712.50		Alpen 400 Series Fiberglass Ribbon System, reduced qty
Misc Window System Posts, Mulls & Accessories	0.03	\$	111,712.50	\$ 3,351.38		
Aluminum Storefront Assemblies	343.00	sf	\$ 90.00	\$ 30,870.00		Kawneer 451 or sim
Wood Doors Glazing	102.00	sf	\$ 35.00	\$ 3,570.00		quantity to be confirmed. Fire-rating not yet covered
Skylights						
Round & Square Skylights	6.00	ea	\$ 1,750.00	\$ 10,500.00		

Division 08 Openings Sub-Total	8%	\$	34.48	/sf	\$	356,199
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Division 09 Finishes	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
Drywall						
5/8" Drywall Walls	11,802.00	sf	\$ 7.00	\$ 82,614.00		
5/8" Drywall Extra layers @ Fire Walls Allowance	550.00	sf	\$ 4.00	\$ 2,200.00		Fire Hall/App Bay occupancy separation?
RC Channel Conference/Offices Walls	680.00	sf	\$ 3.20	\$ 2,176.00		rooms 110, 112, 113 & 114
5/8" Drywall Ceilings	4,825.00	sf	\$ 7.50	\$ 36,187.50		
5/8" Drywall Ceiling Extra layer @ Public Works	1,954.00	sf	\$ 4.00	\$ 7,816.00		
Grout HM Frames	19.00	ea	\$ 150.00	\$ 2,850.00		
Accessories, Miscellaneous, Bracing, Etc.	0.03	\$	133,843.50	\$ 4,015.31		
Acoustic						
Acoustic Wall Panels/Treatment Allowance	100.00	sf	\$ 32.00	\$ 3,200.00		
2 x 2 Acoustical Ceilings	1,055.00	sf	\$ 14.00	\$ 14,770.00		
Flooring						
Vestibules Walk-Off Carpet Tile	108.00	sf	\$ 12.00	\$ 1,296.00		
Carpet Tile	1,037.00	sf	\$ 6.00	\$ 6,222.00		
Large Format Ceramic Tile	1,641.00	sf	\$ 12.00	\$ 19,692.00		
Sealed Concrete Floor Finish	5,532.00	sf	\$ 2.75	\$ 15,213.00		App Bay, All Fire Hall Floors & Public Works Slab
Rubber Base	1,398.00	lf	\$ 3.00	\$ 4,194.00		
Wall Treatments						
Restrooms 6" Coved Tile Base	116.00	lf	\$ 12.00	\$ 1,392.00		

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Mosier Center, Mosier, OR  
July 26, 2021

63049 Lower Meadow Drive, Bend, OR 97701

541-389-7119

	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
Restrooms Wall Tile	100.00	sf	\$ 25.00	\$ 2,500.00		reduce wall tile
FRP @ Janitor Closet 108	0.00	sf	\$ 15.00	\$ -		frp at app bay only
FRP @ Turnout/Decon/SCBA/Shop/RR 108	0.00	sf	\$ 15.00	\$ -		frp at app bay only
FRP @ Apparatus bay	531.00	sf	\$ 15.00	\$ 7,965.00		9' tall sitting on 12" conc curb
Solid Surface Shower Surround	0.00	sf	\$ 75.00	\$ -		not shown any longer
<b>Painting &amp; Finishing</b>						
Mass Wall Structure Finish	2,648.00	sf	\$ 2.00	\$ 5,296.00		
Paint / Finish Wood Screen Assembly	616.00	sf	\$ 3.00	\$ 1,848.00		
Paint / Finish Exposed CLT Wood Ceilings & Soffits	3,541.00	sf	\$ 2.00	\$ 7,082.00		
Paint / Finish Interior Wood Base	0.00	lf	\$ 1.00	\$ -		all rubber base now
Paint / Finish Hollow Metal Door & Relite Frames	25.00	ea	\$ 125.00	\$ 3,125.00		
Paint / Finish Hollow Metal Doors	17.00	leafs	\$ 150.00	\$ 2,550.00		
Paint Gyp Walls	11,802.00	sf	\$ 1.25	\$ 14,752.50		
Paint Gyp Ceilings	4,825.00	sf	\$ 1.50	\$ 7,237.50		
Ductwork/Utilities Painting Allowance	1.00	sum	\$ 2,500.00	\$ 2,500.00		
Paint Site Bollards	7.00	ea	\$ 100.00	\$ 700.00		

<b>Division 09 Finishes Sub-Total</b>					<b>\$ 259,394</b>	
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	6%	\$	25.11	/sf		
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Division 10 Specialties	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Stainless Steel Toilet Partitions</b>						
ADA	2.00	ea	\$ 1,350.00	\$ 2,700.00		
Standard	1.00	ea	\$ 1,050.00	\$ 1,050.00		
Urinal Screens	1.00	ea	\$ 750.00	\$ 750.00		
<b>Toilet Accessories</b>						
Toilet Grab Bars	4.00	sets	\$ 200.00	\$ 800.00		
Shower Grab Bars	1.00	sets	\$ 175.00	\$ 175.00		
Shower ADA folding seat	1.00	ea	\$ 425.00	\$ 425.00		
Mirrors, Framed	7.00	ea	\$ 175.00	\$ 1,225.00		quantities to be confirmed
Semi-recessed Paper Towel Dispenser	4.00	ea	\$ 125.00	\$ 500.00		
Surface Mount Paper Towel Dispenser	2.00	ea	\$ 75.00	\$ 150.00		
Robe Hook - Double	1.00	ea	\$ 75.00	\$ 75.00		
Multi-roll Toilet Paper Dispenser	5.00	ea	\$ 175.00	\$ 875.00		
Recessed Seat Cover Dispenser	5.00	ea	\$ 125.00	\$ 625.00		
Soap Dispenser	5.00	ea	\$ 75.00	\$ 375.00		
Baby Changing Station	1.00	ea	\$ 750.00	\$ 750.00		may not be needed?
Shower Curatin & Rod	1.00	sets	\$ 150.00	\$ 150.00		
Mop Rack	1.00	ea	\$ 75.00	\$ 75.00		for Janitor Closet
<b>Fire Protection Specialties</b>						
Fire Extinguisher & Cabinets	4.00	ea	\$ 225.00	\$ 900.00		
Knox box	1.00	ea	\$ 600.00	\$ 600.00		
<b>Signage</b>						
Signs, ADA & Code Required Interior	1.00	sum	\$ 2,500.00	\$ 2,500.00		allowance amount per Design Narrative
Exterior Signage	1.00	sum	\$ 5,500.00	\$ 5,500.00		allowance amount per Design Narrative

<b>Division 10 Specialties Sub-Total</b>					<b>\$ 20,200</b>	
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	0%	\$	1.96	/sf		
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Division 11 Equipment	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Residential Appliances</b>						
Range Hood Allowance	0.00	ea	\$ 650.00	\$ -		owner furnished and installed
Dishwasher Allowance	0.00	ea	\$ 1,200.00	\$ -		owner furnished and installed
Cooktop	0.00	ea	\$ 1,400.00	\$ -		owner furnished and installed
Wall Oven	0.00	ea	\$ 1,500.00	\$ -		owner furnished and installed
Refrigerator w/ice & water dispenser	0.00	ea	\$ 2,900.00	\$ -		owner furnished and installed
Under Counter Fridge	0.00	es	\$ 600.00	\$ -		owner furnished and installed
Microwave	0.00	ea	\$ 750.00	\$ -		owner furnished and installed
Coffee Maker	0.00	ea	\$ 800.00	\$ -		owner furnished and installed
Washing Machine Allowance	0.00	ea	\$ 1,700.00	\$ -		owner furnished and installed
Dryer Allowance	0.00	ea	\$ 1,700.00	\$ -		owner furnished and installed
<b>Firehall Equipment</b>						
Milnor Washer-Extractor	0.00	ea	\$ 15,000.00	\$ -		owner furnished and installed
Bunker Gear Storage	0.00	ea	\$ 615.00	\$ -		owner furnished and installed
Geargrid Wash Center	0.00	ea	\$ 250.00	\$ -		owner furnished and installed
Ram Air Gear Dryer	0.00	ea	\$ 9,500.00	\$ -		owner furnished and installed
Flammable Liquids Cabinet Allowance	0.00	ea	\$ 800.00	\$ -		owner furnished and installed
Bauer SCBA Compressor w/ Remote Fill Station All	0.00	ea	\$ 25,000.00	\$ -		owner furnished and installed

<b>Division 11 Equipment Sub-Total</b>					<b>\$ -</b>	
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	0%	\$	-	/sf		
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Division 12 Furnishings	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Window Treatments</b>						
Aluminum Window Blinds - 60% of glazing Area	1,198.00	sf	\$ 7.50	\$ 8,985.00		
<b>Furnishings</b>						
44" x 4 Drawer Fireproof Record File cabinet	0.00	ea	\$ 5,500.00	\$ -		owner furnished and installed
Fold-down Twin Bed platform Allowance	0.00	ea	\$ 2,250.00	\$ -		owner furnished and installed

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63049 Lower Meadow Drive, Bend, OR 97701

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	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Division 12 Furnishings Sub-Total</b>					<b>\$ 8,985</b>	
					0%	\$ 0.87 /sf
<b>Division 13 Pre-Engineered Structures</b>						
Pre-Engineered Structures						
App Bay Pre-Engineered Metal Building Purchase	3,578.00	sf	\$ 37.00	\$ 132,386.00		includes insulated wall panels. To use simple-saver banded insulation liner system, deduct (\$17,890) labor about the same with either insulation system
App Bay Pre-Engineered Metal Building Erect	3,578.00	sf	\$ 19.00	\$ 67,982.00		
<b>Division 13 Pre-Engineered Structures Sub-Total</b>					<b>\$ 200,368</b>	
					5%	\$ 19.40 /sf
<b>Division 21 Fire Suppression</b>						
Fire Sprinklers						
Fire System Design/Engineering/Riser & Mains	10,330.00	sf	\$ 7.00	\$ 72,310.00		Budget Target \$7 per SF
<b>Division 21 Fire Suppression Sub-Total</b>					<b>\$ 72,310</b>	
					2%	\$ 7.00 /sf
<b>Division 22 Plumbing</b>						
Plumbing						
Plumbing per Local Sub Opinion	1.00	sum	\$ 169,000.00	\$ 169,000.00		
<b>Division 22 Plumbing Sub-Total</b>					<b>\$ 169,000</b>	
					4%	\$ 16.36 /sf
<b>Division 23 HVAC</b>						
HVAC/ Mechanical						
Mechanical per Local Sub Opinion	1.00	sum	\$ 345,016.00	\$ 345,016.00		
Controls						
VRF & Outside Air Controls (in above number)	1.00	sum	\$ -	\$ -		
Radiant Floor Controls allowance	1.00	sum	\$ 20,000.00	\$ 20,000.00		
<b>Division 23 HVAC Sub-Total</b>					<b>\$ 365,016</b>	
					8%	\$ 35.34 /sf
<b>Divisions 26 Electrical / 27 Communications Safety &amp; Security</b>						
Building Electrical						
Electrical LV per Local Sub Opinion	1.00	sum	\$ 341,898.50	\$ 341,898.50		
<b>Divisions 26/27/28 Electrical Sub-Total</b>					<b>\$ 341,899</b>	
					8%	\$ 33.10 /sf
<b>Division 31 Earthwork</b>						
Erosion Control						
Silt Fence	735.00	lf	\$ 2.25	\$ 1,653.75		
Construction Entrance	1.00	sum	\$ 1,750.00	\$ 1,750.00		
Concrete Washout	1.00	ea	\$ 750.00	\$ 750.00		
Inlet Protection	4.00	ea	\$ 150.00	\$ 600.00		
Construction Water / Street Cleaning & Sweeping	5.00	mo	\$ 1,500.00	\$ 7,500.00		
Dewatering						
Spot Locations Dewatering Allowance	1.00	ls	\$ 2,500.00	\$ 2,500.00		
Grading, Site Excavation & Fill						
Mobilization	1.00	ls	\$ 10,000.00	\$ 10,000.00		
Survey	1.00	ls	\$ 16,500.00	\$ 16,500.00		
Site Clear & Grub	45,368.00	sf	\$ 0.35	\$ 15,878.80		
Apparatus Area Structural Fill	259.00	cy	\$ 25.00	\$ 6,475.00		
ADA Parking Area Structural Fill	88.00	cy	\$ 25.00	\$ 2,200.00		
Lower Lot Structural Fill Allowance	500.00	cy	\$ 25.00	\$ 12,500.00		
Excavation and Fill - Building Related						
Footings Excavation & Backfill	9,593.00	sf	\$ 4.00	\$ 38,372.00		
Level & Grade Under Building	9,593.00	sf	\$ 0.30	\$ 2,877.90		
6" Gravel Under Footings & Bldgs Area	9,593.00	sf	\$ 1.95	\$ 18,706.35		
10" Gravel Under Apparatus Bay Slab	3,578.00	sf	\$ 2.50	\$ 8,945.00		
Apparatus Bay Bldg Slab Geotextile Fabric	397.00	sy	\$ 0.65	\$ 258.05		may not be needed?
South Corridor Structural Fill	97.00	cy	\$ 23.00	\$ 2,231.00		
Interior Plumbing Trench & BF	238.00	lf	\$ 25.00	\$ 5,950.00		
Interior Electrical Trench & BF	75.00	lf	\$ 15.00	\$ 1,125.00		
<b>Division 31 Earthwork Sub-Total</b>					<b>\$ 156,773</b>	
					4%	\$ 15.18 /sf
<b>Division 32 Site Improvements</b>						
Base Courses						
10" Base Course at 3" Asphalt Pavement	7,873.00	sf	\$ 2.50	\$ 19,682.50		
10" Base Course at City Approaches	1,049.00	sf	\$ 2.50	\$ 2,622.50		
6" Base Course at 4" & 6" Concrete Pavement	2,267.00	sf	\$ 2.10	\$ 4,760.70		
6" Base Course at Pavers	2,391.00	sf	\$ 2.10	\$ 5,021.10		

SCHEMATIC DESIGN SUMMARY REPORT #3



Mosier Center, Mosier, OR  
July 26, 2021

63049 Lower Meadow Drive, Bend, OR 97701

541-389-7119

	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
Base Courses Fine Grading	13,580.00	sf	\$ 0.25	\$ 3,395.00		
Paving Areas Geotextile Fabric	13,580.00	sf	\$ 0.65	\$ 8,827.00		may not be needed?
Curbs Subgrade Prep	851.00	lf	\$ 6.25	\$ 5,318.75		
<b>Curbs &amp; Gutters</b>						
16" ROW Curbs	466.00	lf	\$ 28.00	\$ 13,048.00		
12" On-Site Curbs	385.00	lf	\$ 25.00	\$ 9,625.00		
<b>Pavement</b>						
8" City Approaches	1,049.00	sf	\$ 12.50	\$ 13,112.50		
4" Concrete Pavement	2,267.00	sf	\$ 8.00	\$ 18,136.00		Right-Of-Way Sidewalks & App Bay Entrance
3" Asphalt Paving - New	7,873.00	sf	\$ 1.75	\$ 13,777.75		added parking area & front of App bay
Existing Asphalt Patching - 3"	1,197.00	sf	\$ 6.50	\$ 7,780.50		utilities crossings & frontage patch-back
Concrete Pavers	2,391.00	sf	\$ 10.50	\$ 25,105.50		
Concrete Pavers Stainless Edging	190.00	lf	\$ 12.00	\$ 2,280.00		
<b>Paving Specialties</b>						
Parking Bumpers	11.00	ea	\$ 115.00	\$ 1,265.00		quantities to be confirmed
Road Signs Allowance	6.00	ea	\$ 350.00	\$ 2,100.00		quantities to be confirmed
ADA Parking Lot Signs	2.00	ea	\$ 375.00	\$ 750.00		quantities to be confirmed
ADA Parking Lot Striping	2.00	ea	\$ 225.00	\$ 450.00		quantities to be confirmed
Parking Lot Stalls Striping	9.00	ea	\$ 13.00	\$ 117.00		quantities to be confirmed
Directional Arrows Striping	2.00	ea	\$ 45.00	\$ 90.00		quantities to be confirmed
<b>Site Furnishings</b>						
Flagpole	1.00	ea	\$ 7,500.00	\$ 7,500.00		
Bicycle Racks	5.00	ea	\$ 400.00	\$ 2,000.00		
Site Benches @ Front Planter Allowance	4.00	ea	\$ 2,500.00	\$ 10,000.00		
Front Planter 24" Steel Plate Walls	236.00	sf	\$ 35.00	\$ 8,260.00		
Site Retaining Wall Wall Footing, 48" x 12"	86.00	lf	\$ 116.50	\$ 10,019.00		
Site Retaining 8" Concrete Walls	903.00	sf	\$ 45.75	\$ 41,312.25		figured 10'-6 high
<b>Landscape / Irrigation</b>						
Soil Amendments/Conditioners	18,194.00	sf	\$ 0.50	\$ 9,097.00		
15" Topsoil Additions	18,194.00	sf	\$ 1.00	\$ 18,194.00		
Topsoil for Front planter	9.00	cy	\$ 65.00	\$ 585.00		
Irrigation	18,194.00	sf	\$ 1.50	\$ 27,291.00		
Irrigation Backflow Device	1.00	ea	\$ 1,750.00	\$ 1,750.00		
Plantings @ 60% of planted Landscape area	0.00	sf	\$ 2.75	\$ -		landscape plantings by owner
Street Trees Allowance	0.00	ea	\$ 750.00	\$ -		landscape plantings by owner
Native Prairie Mix Hydroseeding Disturbed Areas	6,500.00	sf	\$ 0.50	\$ 3,250.00		outside of landscaped area
Irrigation allowance for stormwater planter	280.00	sf	\$ 7.50	\$ 2,100.00		
<b>Division 32 Site Improvements Sub-Total</b>					<b>\$ 298,623</b>	

7% \$ 28.91 /sf

Division 32 Plaza Site Improvements	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Grading, Site Excavation &amp; Fill</b>						
Site Plaza Pavers Area Structural Fill	564.00	cy	\$ 25.00	\$ 14,100.00		
<b>Base Courses</b>						
10" Base Course at 3" Asphalt Pavement	924.00	sf	\$ 2.50	\$ 2,310.00		
6" Base Course at Pavers	3,665.00	sf	\$ 2.10	\$ 7,696.50		
Base Courses Fine Grading	4,589.00	sf	\$ 0.25	\$ 1,147.25		
Paving Areas Geotextile Fabric	4,589.00	sf	\$ 0.65	\$ 2,982.85		may not be needed?
Curbs Subgrade Prep	164.00	lf	\$ 6.25	\$ 1,025.00		
<b>Curbs &amp; Gutters</b>						
12" On-Site Curbs	164.00	lf	\$ 25.00	\$ 4,100.00		
<b>Pavement</b>						
3" Asphalt Paving - New	924.00	sf	\$ 1.75	\$ 1,617.00		added parking area & front of App bay
Concrete Pavers	3,665.00	sf	\$ 10.50	\$ 38,482.50		
Concrete Pavers Stainless Edging	80.00	lf	\$ 12.00	\$ 960.00		
<b>Paving Specialties</b>						
Parking Bumpers	3.00	ea	\$ 115.00	\$ 345.00		quantities to be confirmed
Parking Lot Stalls Striping	3.00	ea	\$ 13.00	\$ 39.00		quantities to be confirmed
<b>Site Furnishings</b>						
Totem pole foundation allowance	1.00	sum	\$ 650.00	\$ 650.00		
Totem pole installation allowance	1.00	sum	\$ 1,500.00	\$ 1,500.00		
Site Retaining Wall Wall Footing, 48" x 12"	82.00	lf	\$ 116.50	\$ 9,553.00		
Site Retaining 8" Concrete Walls	861.00	sf	\$ 45.75	\$ 39,390.75		figured 10'-6 high
<b>Landscape / Irrigation</b>						
Soil Amendments/Conditioners	828.00	sf	\$ 0.50	\$ 414.00		
15" Topsoil Additions	828.00	sf	\$ 1.00	\$ 828.00		
Irrigation	828.00	sf	\$ 1.50	\$ 1,242.00		
<b>Division 32 Plaza Site Improvements Sub-Total</b>					<b>\$ 128,383</b>	

3% \$ 12.43 /sf

Division 33 Utilities	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Water Utilities</b>						
Waterline Connection	1.00	ea	\$ 750.00	\$ 750.00		
3" Sched 40 Service	20.00	lf	\$ 65.00	\$ 1,300.00		
Domestic Backflow Device	1.00	ea	\$ 2,250.00	\$ 2,250.00		
Domestic Water Meter	1.00	ea	\$ 3,500.00	\$ 3,500.00		
PIV	1.00	ea	\$ 2,500.00	\$ 2,500.00		DCVA & FDC in Div. 21
6" C900 Fire Service to Building	204.00	lf	\$ 80.00	\$ 16,320.00		
6 x 4 Reducer	1.00	ea	\$ 325.00	\$ 325.00		
Ductile Iron Bends	2.00	ea	\$ 350.00	\$ 700.00		
Fire Hydrant & Valves	1.00	ea	\$ 3,500.00	\$ 3,500.00		may not be needed?

SCHEMATIC DESIGN SUMMARY REPORT #3



Mosier Center, Mosier, OR  
July 26, 2021

63049 Lower Meadow Drive, Bend, OR 97701

541-389-7119

	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
Testing & Chlorination	1.00	ea	\$ 1,200.00	\$ 1,200.00		
Sanitary Sewer						
Sanitary Connect to Existing	1.00	ea	\$ 2,250.00	\$ 2,250.00		
6" PVC Piping & Fittings	191.00	lf	\$ 85.25	\$ 16,282.75		includes 4 connections per sheet P-110
Sanitary Cleanouts	1.00	ea	\$ 350.00	\$ 350.00		
Grease Interceptor	1.00	ea	\$ 7,500.00	\$ 7,500.00		may not be needed?
Test Sewer	1.00	ea	\$ 850.00	\$ 850.00		
Storm Drainage						
Building Drainage						
Perimeter Foundation Drain Pipe	654.00	lf	\$ 25.00	\$ 16,350.00		
Storm Drain Around Building - 6"	572.00	lf	\$ 45.00	\$ 25,740.00		
Roof Drain Connections	11.00	ea	\$ 195.00	\$ 2,145.00		
Site Drainage						
Storm Demo Existing Outfalls	2.00	ea	\$ 150.00	\$ 300.00		
Existing Storm Lines Extensions - 10"	197.00	lf	\$ 50.00	\$ 9,850.00		
Storm Line Exxtensions Rip Rap Outlets	2.00	ea	\$ 500.00	\$ 1,000.00		
6" Storm to 10" from parking/apparatus bay	187.00	lf	\$ 45.00	\$ 8,415.00		
Parking Area Catch Basins	2.00	ea	\$ 2,500.00	\$ 5,000.00		
Apparatus Bay Catch Basin	1.00	ea	\$ 2,500.00	\$ 2,500.00		
Oil/Water Separator	2.00	ea	\$ 4,500.00	\$ 9,000.00		
Storm Cleanouts	4.00	ea	\$ 200.00	\$ 800.00		
Storm Swale Excavation Allowance	300.00	cy	\$ 28.00	\$ 8,400.00		placeholder for now until civil defines need
Gas						
Service Trenching & Backfill Allowance	0.00	lf	\$ 25.00	\$ -		not used
Electrical						
Service Provider Adjustments Allowance	1.00	ls	\$ 5,000.00	\$ 5,000.00		
Site Lighting Allowance	1.00	ls	\$ -	\$ -		fixtures in Div. 26 Light Fixture Allowance
Light Pole Bases	6.00	ea	\$ 1,500.00	\$ 9,000.00		
Service Trenching & Conduit Allowance	75.00	lf	\$ 35.00	\$ 2,625.00		
Feeders Trenching for Site Lighting/Site Power	900.00	lf	\$ 15.00	\$ 13,500.00		
Communications Extension to Bldg Allowance	200.00	lf	\$ 28.00	\$ 5,600.00		

Division 33 Utilities Sub-Total					\$ 184,803	
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	4%	\$	17.89	/sf
<b>Sub-Totals</b>				
Direct Construction Cost		\$ 4,372,575	\$ 423.29	
Contractors Contingency	3%	\$ 131,177	\$ 12.70	
Design & Estimating Contingency	8.00%	\$ 349,806	\$ 33.86	
Escalation to Construction Start	3.00%	\$ 131,177	\$ 12.70	
GL Insurance	1.20%	\$ 54,045	\$ 5.23	
Performance and Payment Bond	1.0%	\$ 45,038	\$ 4.36	
Overhead and Profit	4.5%	\$ 202,669	\$ 19.62	
Pre-Construction Fee		\$ 35,380		
Corporate Activity Tax	0.57%	\$ 30,335		

Building Area	10,330.00 /sf	<b>5,352,201</b>	\$ 518.12 /sf
Site Area	45,368.00 /sf		

SCHEMATIC DESIGN SUMMARY REPORT #3



Mosier Center, Mosier, OR  
July 26, 2021

63049 Lower Meadow Drive, Bend, OR 97701

541-389-7119

	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
Alternates	Quantity	Unit	Cost / Unit	Cost	Subtotals	Notes
<b>Alternate 1: Presentation Training Build-out</b>						
Div. 6: Wood, Plastics & Composites						
2 x 6 Stud Walls	792.00	sf	\$ 7.35	\$ 5,821.20		
P-Lam Lower Cabinets	27.00	lf	\$ 350.00	\$ 9,450.00		Community Kitchen
P-Lam Upper Cabinets	27.00	lf	\$ 275.00	\$ 7,425.00		Community Kitchen
Open Adjustable Shelving	78.00	lf	\$ 25.00	\$ 1,950.00		Archival Storage
Div 7: Thermal & Moisture Protection						
Interior Partition Walls, R-11	792.00	sf	\$ 0.95	\$ 752.40		
Div 8: Openings						
3-0 x 7-0 HM Frame, Wood Doors & Hdw - Single	1.00	ea	\$ 1,500.00	\$ 1,500.00		
2-6 x 7-0 HM Frame, Door & Hdw - Single	1.00	ea	\$ 1,150.00	\$ 1,150.00		
8 x 7 Kitchen Coiling Counter Door	1.00	ea	\$ 6,250.00	\$ 6,250.00		
Wood Bi-fold Accordion Doors	48.00	sf	\$ 70.00	\$ 3,360.00		
HM Relites	56.00	sf	\$ 45.00	\$ 2,520.00		Kitchen Coiler Opening Frame
Grout HM Frames	2.00	ea	\$ 150.00	\$ 300.00		
Div. 9: Finishes						
5/8" Drywall Walls	1,584.00	sf	\$ 7.00	\$ 11,088.00		
Acoustic Wall Panels/Treatment Allowance	220.00	sf	\$ 32.00	\$ 7,040.00		
Carpet Tile	848.00	sf	\$ 6.00	\$ 5,088.00		
Large Format Ceramic Tile	224.00	sf	\$ 12.00	\$ 2,688.00		
Rubber Base	144.00	lf	\$ 3.00	\$ 432.00		
Paint / Finish Hollow Metal Door & Relite Frame:	3.00	ea	\$ 125.00	\$ 375.00		
Paint / Finish Hollow Metal Doors	2.00	leafs	\$ 150.00	\$ 300.00		
Paint Gyp Walls	1,584.00	sf	\$ 1.25	\$ 1,980.00		
Div. 22: Plumbing						
Plumbing per Local Sub Opinion	1.00	sum	\$ 20,000.00	\$ 20,000.00		
Div. 23: HVAC/ Mechanical						
Mechanical per Local Sub Opinion	1,152.00	sf	\$ 41.70	\$ 48,038.40		
Div. 26,27 & 28: Building Electrical						
Electrical LV per Local Sub Opinion	1,152.00	sf	\$ 41.30	\$ 47,577.60		
<b>Alternate 1 Sub-Total</b>					<b>\$ 185,086</b>	

**Alternate 1 with mark-up/fees Total \$ 225,064**

<b>Alternate 2: Public Works Build-out</b>						
Div. 6: Wood, Plastics & Composites						
2 x 4 Stud Walls	1,220.00	sf	\$ 7.00	\$ 8,540.00		
2 x 6 Stud Walls	560.00	sf	\$ 7.35	\$ 4,116.00		
P-Lam Lower Cabinets	12.00	lf	\$ 350.00	\$ 4,200.00		PW Office
Open Adjustable Shelving	177.00	lf	\$ 25.00	\$ 4,425.00		Storage 093
Div 7: Thermal & Moisture Protection						
Exterior Walls, R-23	1,220.00	sf	\$ 1.75	\$ 2,135.00		
Interior Partition Walls, R-11	560.00	sf	\$ 0.95	\$ 532.00		
Div 8: Openings						
3-0 x 7-0 HM Frame, Wood Doors & Hdw - Single	3.00	ea	\$ 1,500.00	\$ 4,500.00		
HM Relites	18.00	sf	\$ 45.00	\$ 810.00		PW Office Relite
HM Relites Glazing	18.00	sf	\$ 35.00	\$ 630.00		PW Office Relite
Grout HM Frames	3.00	ea	\$ 150.00	\$ 450.00		
Div. 9: Finishes						
5/8" Drywall Walls	2,340.00	sf	\$ 7.00	\$ 16,380.00		
Sealed Concrete Floor Finish	0.00	sf	\$ 2.75	\$ -		Sealed in base number
Rubber Base	234.00	lf	\$ 3.00	\$ 702.00		
Paint / Finish Hollow Metal Door & Relite Frame:	4.00	ea	\$ 125.00	\$ 500.00		
Paint / Finish Hollow Metal Doors	3.00	leafs	\$ 150.00	\$ 450.00		
Paint Gyp Walls	2,340.00	sf	\$ 1.25	\$ 2,925.00		
Div. 23: HVAC/ Mechanical						
Mechanical per Local Sub Opinion	898.00	sf	\$ 41.70	\$ 37,446.60		
Div. 26,27 & 28: Building Electrical						
Electrical LV per Local Sub Opinion	898.00	sf	\$ 41.30	\$ 37,087.40		
<b>Alternate 2 Sub-Total</b>					<b>\$ 125,829</b>	

**Alternate 2 with mark-up/fees Total \$ 153,008**



August 18, 2021

USDA Forest Service  
Glenn Casamassa  
Regional Forester  
Pacific Northwest Region, Forest Service  
1220 SW 3rd Avenue  
Portland, Oregon 97204

Dear Glenn,

It has come to our attention that the U.S. Forest Service Columbia River Gorge National Scenic Area office is making its recommendations to the Forest Service Region 6 office for future land acquisition in the Columbia River Gorge. The [YOUR ORGANIZATION'S NAME] supports and encourages you to consider the value of public-land connectivity into your decision making.

Over the past 25 years, more than 40,000 acres of land in the Columbia Gorge has been purchased by the Forest Service and other agencies for the public's benefit. From the local perspective, securing more public lands will further protect existing habitat corridors and open significant recreation opportunities to help alleviate congestion at existing recreation sites, which can play a key role in ensuring that the Gorge remains a place where people want to live, where tourism thrives, and where businesses want to locate.

[YOUR ORGANIZATION NAME] strongly supports the acquisition of two important parcels called Mountain Glade, located at the base of Dog Mountain in Washington (65 acres) and Rowena Oaks located in the Eastern Gorge in Oregon (21 acres), both owned by Friends of the Columbia Gorge Land Trust. These parcels represent two of several on-going partner supported acquisition projects seeking to create exceptional recreational opportunities and landscape level natural resource management protection by filling in key landownership gaps.

Our collective success can leave an important legacy that generations to come will enjoy. Protecting land for our quality of life, tourism and recreation, is one of the best economic investments we can make for our communities.

Sincerely,

**BEFORE THE CITY COUNCIL  
FOR THE CITY OF MOSIER, OREGON**

**ORDINANCE No. \_\_\_\_\_**

**An Ordinance Authorizing the Mayor to Execute and Approving a 10-year, Non-Exclusive Franchise Agreement with PacifiCorp, dba Pacific Power, to Provide Power Transmission Services and to Use the Public Rights-of-Way, and Repealing Ordinance No. 158, the Prior Franchise.**

The City Council of the City of Mosier finds as follows:

**WHEREAS**, the City of Mosier regulates access to, and use of, its public rights-of-way by utilities through the use of franchise agreements; and

**WHEREAS**, on August 10, 2011, the City adopted Ordinance No. 158, granting a 10-year franchise to PacifiCorp, dba Pacific Power, for power transmission services within the city and to use the public rights-of-way for that purpose; and

**WHEREAS**, on August 31, 2021, the prior franchise expired and PacifiCorp initiated negotiations with the City for a new non-exclusive franchise agreement; and

**WHEREAS**, City staff has negotiated a new franchise agreement with PacifiCorp allowing and regulating PacifiCorp's use of the City's rights-of-way for a period of 10 years, requiring PacifiCorp to provide power transmission services within the City and payment of a franchise fee of 7% on gross receipts derived from within the City and leaving open the possibility of the City subsequently adopting a utility tax on PacifiCorp's business operations conducted in the City, a copy of which is attached to this Ordinance as Exhibit 1 and incorporated herein by this reference; and

**WHEREAS**, the final version of the draft franchise was considered by the City Council at its regular meeting on August xx, 2021.

**NOW THEREFORE**, based on the foregoing Findings, the City Council for the City of Mosier Ordains as follows:

**Section 1.** The City Council adopts and agrees to enter into a 10-year, non-exclusive franchise agreement with PacifiCorp, dba Pacific Power, allowing and governing PacifiCorp's use of the City's rights-of-way as set forth in the Franchise attached to this Ordinance as Exhibit 1 and incorporated herein by this reference.

**Section 2.** The Mayor is authorized to sign and otherwise execute on behalf of the City of Mosier the Franchise Agreement with PacifiCorp, dba Pacific Power, attached to this Ordinance as Exhibit 1.

**Section 3.** Ordinance No. 158, adopted August 10, 2011, and granting a 10-year franchise to PacifiCorp, dba Pacific Power, for power transmission services is hereby repealed in its entirety.

**Read for the First Time** this xx day of August 2021.

**Read for the Second Time** and approved this xx day of August 2021. This Ordinance shall be effective on the 31<sup>st</sup> day following the second reading.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

---

Arlene Burns, Mayor of Mosier

ATTEST:

Approved as to form:

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Name, City Recorder

Name, City Attorney

**FRANCHISE AGREEMENT  
FOR POWER TRANSMISSION SERVICES  
PacifiCorp, dba Pacific Power**

This Franchise Agreement (“Franchise” or the “Agreement”) is entered into by and between the CITY OF MOSIER (“Grantor” or “City”), and Oregon Municipal Corporation, and PACIFICORP, dba PACIFIC POWER (“Grantee” or “PacifiCorp”), and Oregon Corporation, as evidenced by the signatures of the parties’ duly authorized representatives below. This Agreement shall become effective on the date the City Council authorizes execution of this Franchise by adoption of an Ordinance.

**Section 1. Grant of Franchise and General Utility Easement.** Subject to the terms and conditions of this Franchise, the City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits there of.

**Section 2. Term.** The term of this Franchise and General Utility Easement is for 10 years commencing on the date of acceptance by the Company as set forth in Section 3 below.

**Section 3. Acceptance by PacifiCorp.** Within 60 days after the passage of this ordinance by the City, PacifiCorp shall file and unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

**Section 4. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity that provides water or sewerage service to the City residences; provided, however, that such use shall not unreasonably interfere with PacifiCorp’s Electric Facilities or PacifiCorp’s rights granted herein.

**Section 5. City Regulatory and Taxation Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances, regulations and generally applicable taxes as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances. Any such ordinances shall include, but are not limited to, new or additional regulations of the City’s rights-of-way, privilege, utility or other generally applicable business tax. PacifiCorp shall be subject to all such ordinances in the same way and at the same time as other affected entities. Any such regulations or taxes shall be paid by PacifiCorp in addition to the franchise fee provided for in Section 12 subject to the provisions of applicable laws and regulations. The City shall provide PacifiCorp 60 days written notice prior to adoption of any regulation or tax that may affect or apply to PacifiCorp. *(Per OAR 860-*

022-0040, any franchise/tax type payments in excess of 3.5% must be itemized separately on the bill and paid by the customers and ORS 221.450 limits privilege taxes to situations when a utility is operating without a franchise).

**Section 6. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorney's fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgement a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to the City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

**Section 7. Annexation.**

**7.1. Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

**7.2 Annexation.** When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center  
P O Box 400  
Portland, Oregon 97202-0400

With a copy to:

PacifiCorp  
Attn: Office of the General Counsel  
825 NE Multnomah, Suite 2000  
Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation or territory to the City shall become effective on the effective date of the annexation provided notice is given to PacifiCorp in accordance with ORS 222.005, as amended from time to time.

**Section 8. Planning, Design, Construction and Installation of Company Facilities.**

**8.1** All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

**8.2** Except in case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for and obtain a permit from the City for work in the right-of-way, which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding, the foregoing, PacifiCorp shall not be obligated to obtain a permit before performing emergency repairs, but shall do so as soon as reasonably practicable thereafter.

**8.3** All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

**8.4** If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

**8.5** In addition to the installation of underground electric distribution lines as provided by applicable state laws and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

**8.6** The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for the attachment of governmental signs and wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such use shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and

maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

**8.7** After obtaining a right-of-way permit from the City, PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.

**8.8** Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

**8.9** The City shall not erect any structures, buildings or signs below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

**8.10** PacifiCorp shall provide the City with a report of all new services created within City boundaries on a quarterly basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

## **Section 9. Relocation of Electric Facilities.**

**9.1** The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. No later than 90 days after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement. In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

**9.2** PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused by a private development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to that developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection

with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the city shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

**Section 10. Subdivision Plat Notification.** The City shall provide notice to PacifiCorp of any propose subdivisions applied for within the city limits and accept comment from PacifiCorp on those proposals. Notice of proposed subdivision plats shall be sent to PacifiCorp at the following address:

PacifiCorp  
Attn: Property Management/Right-of-Way Department  
825 NE Multnomah, Suite 1700  
Portland, OR 97232

**Section 11. Vegetation Management.** PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhand streets.

**Section 12. Franchise Fee.** In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this franchise, 7% of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date of the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.

**Section 13. Renewal.** At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event of an extension or replacement Franchise is not entered into upon expiration of this Franchise.



**Section 14. No Waiver.** Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**Section 15. Transfer of Franchise.** PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

**Section 16. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith and effort to agree upon mutually satisfactory amendment(s). No amendment(s) to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

**Section 17. Non-Contestability – Breach of Contract.**

**17.1** Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

**17.2** In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall be come effective without such action which would be necessary to formally amend the Franchise.

**Section 18. Notices.** Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to PacifiCorp pursuant to or concerning this Franchise shall be delivered to PacifiCorp at the following address:

PacifiCorp  
Attn: Vice President of Customer and Community Affairs  
825 NE Multnomah, Suite 2000

Portland, OR 97232

**Section 19. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have not effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**Section 20. Effective Date.** This Franchise shall be effective as of the date the City Council adopts an Ordinance ratifying its provisions and remain in force and effect for the remainder of the term.

\_\_\_\_\_  
Arlene Burns, Mayor of Mosier

ATTEST:

Approved as to form:

\_\_\_\_\_  
Name, City Recorder

\_\_\_\_\_  
Name, City Attorney

**ACCEPTANCE OF CITY FRANCHISE**

Ordinance No. \_\_\_\_\_, adopted by the Mosier City Council on \_\_\_\_\_, 2021.

I, \_\_\_\_\_, am the \_\_\_\_\_ of PacifiCorp, dba Pacific Power, and am a representative authorized to accept the above referenced City of Mosier franchise and ordinance of behalf of PacifiCorp. I certify that this franchise and all terms and conditions thereof are accepted without qualification or reservation.

\_\_\_\_\_  
Signature

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.