

# CITY OF MOSIER

small enough to make a difference

**CITY COUNCIL MEETING**  
**February 6, 2019 at 6:30 P.M.**  
*Mosier Senior Center at 500 Second Ave*

## AGENDA

I	6:30 pm	<b>Call to Order/Roll Call – Mayor Burns</b>	
II	6:32	Agenda corrections or additions	
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 meeting, or to an appropriate Committee or 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.	10 mins
IV	6:45	<b>Approval of: 01/23/19 - City Council Meeting Minutes</b>	5 mins
V		<b>BUSINESS</b>	
1.	6:50 pm	<b>Mosier Community School 100<sup>th</sup> Anniversary – Samantha Bauc</b>	10 mins
2.	7:00 pm	<b>Joint Use Facility City Space Priorities – City Manager</b>	15 mins
3.	7:15 pm	<b>Joint Use Facility Fundraising and Senate Bill 513 – Mayor Burns/Councilor Reed/Councilor Anderson</b>	20 mins
4.	7:35 pm	<b>MCEDD IGA with Mosier for Financial Training – City Recorder, Jayme Bennett</b>	10 mins
5.	7:45 pm	<b>Water Operator Advertisement - Attached</b>	5 mins
6.	7:50 pm	<b>Draft Request for Deed Restrictions Lifted on UPRR Property</b>	10 mins
7.	8:00 pm	<b>Mosier Valley Newsletter – City News Items - Council</b>	5 mins
8.	8:05 pm	<b>Announcements</b>	5 mins
VI	8:10 pm	<b>ADJOURN</b>	

## **CITY COUNCIL MEETING**

**January 23, 2019 at 6:30 P.M.**

**Mosier Senior Center at 500 Second Ave.**

**Mosier, Oregon 97040**

### **MINUTES**

**6:33 pm Call to Order** - Mayor Burns

Council Present: Mayor Burns, Ann Van Osdol, Lacy Gries, Witt Anderson, Acasia Berry, Peny Wallace

Council Absent: Emily Reed (excused),

City Staff: Colleen Coleman

Staff Absent: Jayme Bennett (excused)

Audience Present: Mark Cherniack, Summer Gorder, EcoSolutions, Marla Harvey, MCEDD

Presenter: Cathy Higgins, New Buildings Institute

Agenda additions or corrections: None

Minutes corrections:

- Lacy asked if the downtown truck route in the TSP (Zone A), shouldn't be Zone B and Westside Gateway is Zone A? See attached "Mosier TSP Project Zones.pdf" – for reference.
- Correct typo on page 4, line 9, word 'or' should become 'to'
- Page 5 line 3, words 'night sky' should become "Dark Sky".
- Page 5, line 13, add sentence after the word, 'deliverables.': "Councilor Anderson requested that a staff review task be included in the larger focus of Council priorities on an annual basis."

**Approval of the 1/23/2019 minutes (as corrected):**

**Motion:**

- 1. Ann Van Osdol**
- 2. Lacy Gries**

**All in favor: (6:34)**

**1. Energy Efficient Buildings Presentation: Cathy Higgins, New Buildings Institute**

- Ms. Higgins presented elements of the typical process for designing an energy efficient and/or net zero building with examples of local buildings constructed in the last few years: <https://mosiercitycouncil.files.wordpress.com/2019/02/mosier-city-council-ze-pres-higgins-1-23-19-final.pdf>
- Council had a number of questions regarding Climate Impact Targets, Roof size to accommodate adequate solar, types of heating/cooling, metering evaluation, building circuitry, etc.

**2. Council Discussion: Governor's Executive Order No. 17-20 (EO) on Accelerating Energy Efficiency in Oregon's Built Environment and the City's Plan for Updating its Comp Plan to Match the Provisions of the Order.**

- Council discussed the large number of energy and environmental identified in the EO and asked the City manager to narrow the options to items specific to the City's strategic plan. Mayor Burns and others mentioned the actions the City is already undertaking to meet Climate goals set forth in the Chicago

# CITY OF MOSIER

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Climate Summit such as the EV Charging Station plans, the Net Zero Mosier Center Building, and our plans for low impact street development throughout town to accommodate stormwater runoff.

- Council asked City manager to identify the key updates needed for our Comprehensive Plan, so that it could be updated on a project by project basis or phased approach.
- Councilor Anderson asked that the City's Comprehensive Plan be a live link on the website as well as a link to the Governor's Executive Order 17-20. City manager agreed to make it so.
- City manager mentioned that the first update to the Comp plan will be presented in the 2019/2020 budget to add the proposed ordinances and policies set forth in the TSP. City manager said she would work with staff to develop a scope and budget for other ordinances such as clean energy requirements.

### **3. Electric Vehicle Charging Stations**

- Mayor Burns described the City's recent meetings with Pacific Power to identify the requirements, timing and process for technical assessment, design and funding to install EV charging stations in Mosier.
- MCEEDD Energy Specialist, Marla Harvey clarified that there are 3 types of assistance from Pacific Power and 2 of those would support EV charging station infrastructure: 1) Pacific Power staff feasibility assessment; 2) Grant for Technical Components of EV charging; and 3) Community Solar Pilot Program (which does not pay for EV Charging station apparatus).
- Mayor Burns is following through with Pacific Power Communications and getting the city ready to apply for technical assistance from PPL.

### **4. Mosier Valley News**

- Council asked the City manager to include notes about the Tanawashee Development's new walking trail between 4<sup>th</sup> and 5<sup>th</sup> on Oregon Street, the TSP completion and the EV Charging Stations.

**8:40pm ADJOURN**

## PROJECT ZONE DESCRIPTIONS

### Zone A: Downtown Circulation

The alternatives proposed for this section of the study area re-designate freight circulation routes through downtown Mosier to improve traffic flow for both personal and commercial vehicles, as well as enhance the quality of walking and biking conditions. Zone A extends between Historic Columbia River HWY on the North to Third Ave. on the South and Washington St. on the East to Center St. on the West.

### Zone B: Western City Limit to Idaho St.

Zone B includes Historic Columbia River HWY from Second Ave. to River Way Dr., Second Ave. from Oregon St. to Main St., and Red Rock Creek Rd. from Historic Columbia River HWY to the Historic Columbia River HWY Trailhead.

### Zone C: Idaho St. to Eastern City Limits

Zone C includes Historic Columbia River HWY from Idaho Ave. to the Eastern City Limit and Mosier Creek Pl. Alternatives for US-30 East will increase safety, provide a more comfortable shared street environment and provide access across the Mosier Creek Bridge for all modes.

### Zone D: North of US-30: Waterfront & Community Spaces

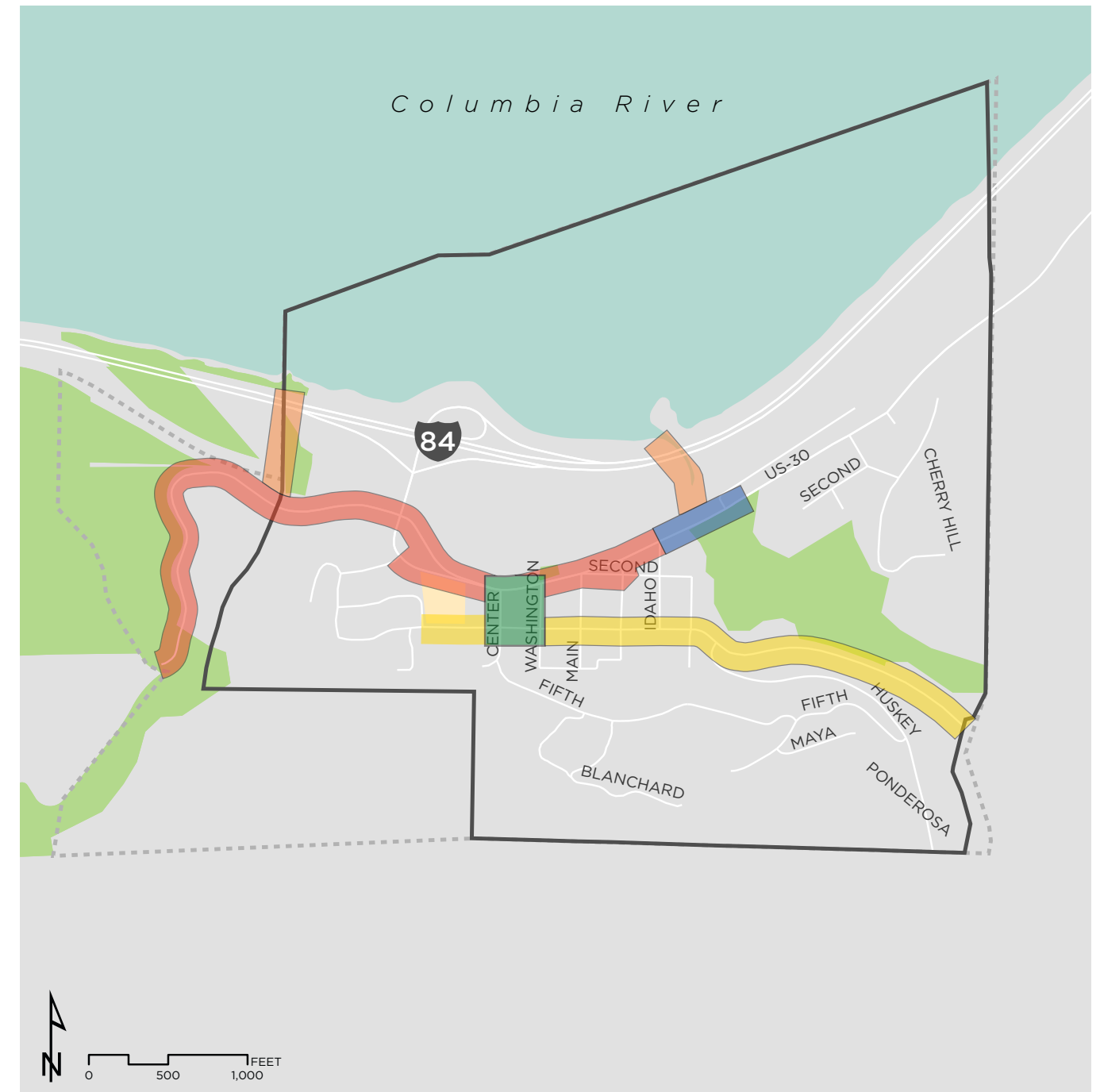
Zone D includes future connections tying Downtown Mosier into the waterfront. Year-round access to the waterfront across the railroad alignment will ensure that residents and visitors can enjoy the outdoor opportunities and amenities in Mosier and the Columbia River Gorge. Connecting these access-ways to downtown is a key strategy.

### Zone E: 3rd Ave. & Mosier Community School

3rd Avenue is one of the busiest streets in Mosier; in particular, project solutions are centered on roadway improvements to 3rd Avenue and addressing safety concerns and congestion at the Mosier Community School during school drop-off/pick-up times.



Photo: View down 3rd Ave. near Main St.



### TSP PROJECT ZONES

#### CITY OF MOSIER TRANSPORTATION SYSTEM PLAN

Data provided by the City of Mosier and ODOT. Map produced November 2018.

- A: Downtown Circulation
- B: Western City Limit to Idaho St
- C: Idaho St to Eastern City Limit
- D: North of US-30: Waterfront & Community Space
- E: 3rd Ave & Mosier Community School

#### BOUNDARIES + FEATURES

- Schools
- Parks
- Water
- City Limits
- Urban Growth Boundary

Figure 5. Mosier TSP Project Zones

## Staff Report

Meeting Date: 02/06/19

<u>Staff:</u>	Colleen Coleman, City Manager
<u>Agenda Title:</u>	Joint Use Facility – City Space Priorities
<u>Agenda Action:</u>	Prioritize Technical Needs for City Programming (Types of Use) in New Joint Use Facility
<u>Fiscal Impact:</u>	Should fall within JUF Construction Budget
<u>Staff Recommendation:</u>	Review/edit staff priorities below and present to design team during project programming

### New Building

#### Space Priorities for

#### City Hall/Public Works Operations

- 1. Public Works Garage (36 x 48)** underneath fire bay garage to include:
  - Truck garage with room for storage (gas, oil, tools)
  - Parks equipment storage space (mower, weed eaters, chainsaws, etc.)
  - Heated Workspace (8x10)
  - Vault for Public Records and Historic Archival Storage (8x10)
- 2. Office Space (480 – 500 sf)** to include:
  - Reception Area (80sf)
  - Two private offices (100 sf ea)
  - Conf room (200 sf)
  - Flex office space (100 sf)
- 3. Kitchen (500 sf)** to include:
  - Health Dept. approved sink/dishwasher/disposal/stove for Public Service
  - Food Pantry
  - Storage Cabinets
  - Janitorial Closet
- 4. Restrooms** (2 unisex for public and 1 unisex for staff)

# City of Mosier and Mosier Fire District Testimony in Support of Senate Bill 513

Senate Committee on Business and General Government  
31 January 2019

## Intro

Chairman Riley and members, my name is Mayor Burns and I'm here to ask for support in funding our new Mosier Center which is a combination Fire Station, City Hall & Community Center. With me are Fire Chief Mike Renault and Council Member and Fire volunteer Witt Anderson.

It's been a long time in planning, but it will have a significant impact on our town and on the surrounding area.

Mosier is a small rural town but we punch far above our weight class. Our motto is Small Enough to Make a Difference because we strive to do big things on a small scale that can be used as an example and template by larger communities.

One of the best examples of this is that despite our size we work to serve the region and protect the National Scenic Area as an equal and effective partner. Just in the past decade alone we hosted 4 regional emergencies:

- 2009 Microwave fire, evacuation, conflagration
- 2016 UPRR Crude Oil Train derailment and fire, evacuation, contamination
- 2017 Eagle Creek Fire, Mosier community housed evacuees and farm animals
- 2018 Memaloose 1 and Memaloose 2 fires, incident command in Mosier

Examples include:

- our unique approach to the negotiations with UPRR during the oil train derailment
- regional Bike Hub initiative
- exploration of solutions to the co-mingling well water in our watershed
- dark sky certification
- environmental initiatives

## Specific Needs/Solutions

Yet our current resources are woefully under equipped to help at the level we do. This new building seeks to solve issues in three key areas: Fire Response, Tourism Support & Community Resources

### Fire Response

- Regional Fire Support
  - Mosier sits between and supports the larger towns of The Dalles & Hood River as well as the other communities in the region via Mutual Aid agreements.
  - Current facilities are too small to park our vehicles.
  - Have to leave town to clean off equipment
  -
- Freeway EMT Support
  - Located along I84, Mosier Fire also regularly helps accidents and helps motorists in need along the freeway, at the rest stops and within Memaloose State Park.

## City of Mosier and Mosier Fire District Testimony in Support of Senate Bill 513

### Senate Committee on Business and General Government

31 January 2019

- The facility will provide much needed space for ongoing medical training
- Will also help to recruit volunteers
- 
- Ability to serve as 'Incident Command' for Emergencies
  - Mosier Fire has hosted 4 conflagrations in the last decade and the fire danger is predicted to grow
  - The site location of the building is also a key communication and check point in our local emergency plans.

### Tourism Support

- 2 million tourists travel through the Gorge each year and also expected to grow and nearly doubled in our town last summer due to the Eagle Creek Fire pushing additional hikers into our area.
- Mosier is located on the Historic Scenic Hwy, at the end of the Twin Tunnel Trails and poised to be a key part of the growing bike and hiking tourism.
- Yet we currently do not have public restrooms in our town.
- The new center will not only solve this but will provide information & focal point for our tourism organization Main Street Mosier.

### Community Resources

- One of the things we are most excited about is a Community Gathering Space
  - Not only for the for 20+ community organizations including Main Street Mosier, Mosier Grange, Home Extension, Mosier Community School, Mosier Fruit Growers, 4H, the American Legion and more.
  - But also our County, State and Federal partners, including the CRGNSA, ODOT, Regional Solutions, MCCOG, MCEDC, Town Halls for State Elected Officials, etc.
- The building will include a commercial kitchen with flex space for economic development such as farm to table food products from our Agriculture community.
- It will also include a Food Pantry & Space for Emergency Shelter
  - Food insecurity is an issue in Gorge and 98% of the region's food is shipped in by truck.
  - These features provide public support in case I84 is closed off for an extended period.
- There is also a lot of excitement around space for a Museum – a long sought after home for the Mosier Valley Historical Society's extensive collection of photos and artifacts of the area
- Finally, it will include a Public works garage bay and city office. Our current City Hall is only 10' x 22' so the new building will let us serve more than one person at a time

Overall, this new building allows us to better serve the region but is also designed to add vitality to our downtown area, drawing other businesses to join us along main street. Key strategic piece to our City's growth.

# City of Mosier and Mosier Fire District Testimony in Support of Senate Bill 513

Senate Committee on Business and General Government  
31 January 2019

## Our Process

### We've done a lot of work and are well on our way

- Strategic work started 10 years ago on both community vision and property acquisition
  - 2009 Oregon Solutions Project Grant (Governor)
  - In 2011, the City received an EPA grant for Visioning for the UPRR property, which was determined through that public process to be the site for the new community center
  - In 2014/15 Negotiations with UPRR resulted in a Letter of Offer for the UPRR Property
  - 2014 PARC Resources Feasibility Study: (OIB grant) \$15,000
  - In 2016, the City was granted a TGM Quick Response grant for \$49,970 to fund an architectural feasibility assessment to determine square footage, programming and site feasibility and construction cost estimate for the new community center at the UPRR property
  - 2017 Added as key goal in City of Mosier 5 year Strategic Plan
  - In December 2017, the Team Mosier/UPRR derailment settlement awarded the city with the UPRR property valued at \$250K.
- Once site was awarded, City and Fire District formally signed an IGA to partner on design and construction of the building
  - In September 2017, the City completed a UPRR Site Facility Assessment completed September, 2017 by Hennebery Eddy Architects, with 4 building size options ranging from \$2.9 to \$3.9 Million (see attached)
  - Phase I & II Environmental Site Assessments of the UPRR Property on Hwy 30 – EPA grant funded to DEQ
  - Alternative Site Comparison Study by Hennebery Eddy with cost/socioeconomic performance criteria between 3<sup>rd</sup> Avenue Existing Site and UPRR Site
  - Final site selected - UPRR donated land along HCRH 30, downtown Mosier
  - Project Work Scope and Schedule
  - Developed and sent out RFP for Architect/engineer firm

## Fundraising

- Current funds:
  - Property acquisition via UPRR negotiations \$250K
  - State of Oregon Ways and Means Committee grant of \$500,000 awarded November 30, 2017
  - UPRR Team Mosier Settlement Award of \$500,000 for Joint Use Facility awarded December 31, 2017

# City of Mosier and Mosier Fire District Testimony in Support of Senate Bill 513

Senate Committee on Business and General Government  
31 January 2019

- Process
  - Met with Maupin team
  - Ford Family Foundation Grant
  - Fundraising plan
  - Committee of experienced, connected and enthusiastic people

## Next Steps

- Architect/engineer firm selected in April 2019
- 30% design by October
- Final design TBD in coordination with design team and general contractor
- Construction start Spring 2020



**Mosier, Oregon:  
Small Enough To  
Make A Difference**

Support the Construction of the

# MOSIER CENTER

FIRE STATION | CITY HALL | COMMUNITY SPACE

*A facility to support regional safety & vitality in the heart of the Gorge*

**This project will provide:**

**Regional Fire Support** Mosier is a small but growing town that sits between and supports the larger towns of The Dalles & Hood River as well as the other communities in the region via Mutual Aid agreements. This facility will allow the department to park its modern trucks and give the volunteers a place to clean equipment without leaving town.

**Freeway EMT Support** Located along I84, Mosier Fire also regularly helps accidents and helps motorists in need along the freeway, at the rest stops and within Memaloose State Park. The facility will provide much needed space for ongoing medical training.

**Ability to serve as ‘Command Central’ for Emergencies** Mosier Fire has hosted several conflagrations in the last decade including the Microwave Fire in 2011, the Oil Train Derailment in 2016, and the two separate Memaloose fires in July. With the growing fire dangers in the area we are likely to host even more of these in the coming decades. The location is also a key communication and check point in our local emergency plans.

**Public Works Facility Storage and City Hall** Our current City Hall is 10’ x 22’.

**Regional Tourism Infrastructure** Located on the Historic Scenic Hwy, the new center will provide information, restrooms & services for the 2 million tourists who travel through the Gorge each year. These numbers grow each year and nearly doubled in our town last summer due to the Eagle Creek Fire pushing additional hikers into our area.

**Economic Development Opportunities** The building will include a commercial kitchen and office space for entrepreneurs with flex space for developing farm to table food products from our Agriculture community as well as innovative creative services. Rural incubators are the new garage.

**Community Gathering Space for Wider Valley & Regional Partners** Mosier is the civic and social hub for over 2000 residents and many community organizations in the wider valley. The new building will include meeting spaces, kitchen use for events, and a home for the Mosier Valley Historical Society’s extensive collection of photos and artifacts.

**Food Pantry & Space for Emergency Shelter** Food insecurity is an issue in Gorge and 98% of the region’s food is shipped in by truck. These features provide public support in case I84 is closed off for an extended period.

**Environmental Sustainability via Net Zero Public Building** Net Zero not only addresses our goal of protecting and enhancing the environment, it will help tackle ongoing maintenance costs and will allow us to continue to serve the region in times of power outage or natural disaster such as the anticipated Cascadia Earthquake.

*Mosier is in the unique position to fulfill the dire need for modern firefighting facilities, tourism support, and community services between the larger towns of The Dalles & Hood River.*

**COST: \$3 – 3.5 Million**  
**RAISED TO DATE: \$1.1 Million**  
**FUNDS REQUEST: \$2 Million**  
**CONSTRUCTION 2020**

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT**  
**AND**  
**CITY OF MOSIER**  
**FOR FINANCIAL MANAGEMENT TRAINING**

**THIS AGREEMENT**, made this 20th day of February 2019, by and between the Mid-Columbia Economic Development District (hereinafter the “District”), an Economic Development District formed under ORS 190 and RCW 39.34, and City of Mosier, a municipal corporation of the State of Oregon (hereinafter the “City”).

**RECITALS:**

**WHEREAS**, ORS Chapter 190 authorizes governmental entities such as cities and economic development districts to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.

**WHEREAS**, the City has requested, and the District has agreed, to provide certain services and personnel to support the financial management training for the City.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual covenants of the District and City, each to the other giving, the District and City do hereby agree as follows:

**1. Services to be Provided:**

A. The District will provide the services and personnel to complete the work activities described in the Scope of Work (Section 2) below

B. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**2. Scope of Work:**

The District will provide the following services to support financial management training:

- Bring City current for monthly reconciliation for Fiscal Year 2019
- Revise Class List & Chart of Accounts - Entries to adjust balances from previous account system to improved account system.
  - Determine revised Class List

- Determine revised Chart of Accounts
- Adjust account balances to transition from "old" account structure to "new" (recommend this be done after accounts are brought current for reconciliation)
- Provide support (telephone consultation) for Payroll processing and quarterly reporting, upon request by the City.
- Provide recommendations on any revisions to internal controls to support changes in financial accounts.
- Enhance basic understanding of QuickBooks and increase efficiency of staff with targeted training: Provide QuickBooks and Financial Training – Basic Fund Accounting, Accruals, Accounts Receivable, Accounts Payable, Journal Entries, reconciliation, reports, an overall “how-to.”

**3. Consideration:**

Beginning on the Effective Date of this Contract, the City will compensate District for services performed under this agreement at the rate of \$60/hour, not to exceed a total of (\$5,000) Dollars throughout the term of this Contract. Payment should be made by the City to the District within 30 days of receipt of the invoice.

**4. Term:**

Subject to other contract provisions, the period of performance under this Contract will be from February 20, 2019 through June 30, 2019, unless sooner terminated as provided herein.

**5. Notices:**

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

If to City:                      City Manager  
    P.O. Box 456 / 208 Washington Street  
    Mosier, OR 97040

If to District:                 Executive Director  
    Mid-Columbia Economic Development District  
    515 E. Second St.  
    The Dalles, OR 97058

**6. Severability:**

If any portion of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**7. Amendment:**

The District and the City may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the District and the City shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

**8. Termination:**

This IGA may be terminated by either party without cause by providing thirty (30) days written notice of such intent to the District, or at such later date as may be established by the City and submitted in writing to District. District may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the City.

**9. No Implied Waiver:**

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for herein shall constitute a waiver of any provision of this Agreement or the rights of the parties hereto.

**10. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**11. No Agency:**

This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party to this Agreement.

**12. Indemnity:**

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 (the "Act"), to the extent the Act is applicable, the District and the City shall release, defend, indemnify, and hold harmless one another and one another's officers, board members, commissioners, employees, and agents from and against all damages, claims, injuries, costs, or judgments which may in any manner arise as a result from either parties' actions pursuant to this Agreement.

**13. Severability:**

Invalidation of any of the provisions of this Agreement or of any paragraph or section herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

**14. Entire Agreement:**

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior agreements, commitments, representations, writings, and discussions between them regarding the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the City and the District have executed this Agreement pursuant to due authority, as evidenced by the signature of the duly appointed representative of each entity below.

**City of Mosier**

**Mid-Columbia Economic Development  
District**

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

By: \_\_\_\_\_  
Amanda Hoey, Executive Director

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

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



**POSITION DESCRIPTION**

Position Title: Municipal Water Operator, Distribution Level 1 / City Maintenance Manager

Position Classification: Regular

Work Status/Schedule: 30 hrs/wk; Schedule Variable; Some On-Call

FLSA Status: Non-Exempt

Wage: DOE

Application Deadline: 9/10/18

How to Apply: Send cover letter, resume, professional references and attached veterans preference form to City Manager, Colleen Coleman, [colleen.coleman@cityofmosier.com](mailto:colleen.coleman@cityofmosier.com) - no phone calls please.

***Veteran's Preference:***

Qualifying veterans may be eligible for employment preference under Oregon law. If you are a veteran and would like to be considered for veteran's preference you must complete and submit the attached veteran's preference form and include it with your application materials before the submission deadline.

***Purpose:***

The Water Operator is responsible for the Mosier municipal water system to ensure that residents have safe and reliable water in accordance with federal, state and municipal legislation, policies and standards. Additionally, this position requires maintenance of the City's park, cemetery and street public right of way properties.

***Scope:***

The Mosier Water Operator operates and maintains the City's water system facilities in accordance with the City's Water System Plan and works under the general supervision of the City Manager and with lead direction from the Finance Director. The City Engineer works closely with the City Manager and Operator to ensure all necessary operation, maintenance, installation and repair activities are being conducted and/or monitored. The Water Operator is responsible for day-to-day operation and maintenance of the water system year-round as well as maintenance of the water system, public parks and streets.

**Responsibilities:**

- Performs on-going operation and maintenance of the Water Meter System. This work includes monthly meter readings and analysis of meter system and data and requires collaboration with and guidance from the Finance Director.
- Collects and analyzes water samples, adjusts chemicals and/or systems as necessary to ensure standards are met.
- Inspects equipment and performs emergency maintenance and minor repairs on the water system facilities as needed.
- Works closely with the Finance Director to address utility system requirements/ issues and to monitor bulk water sales.
- Responds to customer complaints (water leaks, pressure loss, no water, etc.)
- Performs and inspects new service installations.
- Performs utility locates.
- Installation of minor improvements to facilities as necessary to optimize operations.
- Provides recommendations regarding capital and equipment purchases and requisitions all supplies and materials needed.
- Performs routine grounds and building maintains for all water system facilities.
- Implements the Operation and Maintenance Program.
- Performs preventative maintenance as outlined in the O&M Program and per Water System needs.
- Maintains operational records.
- Prepares and submits all water system reports and statistics necessary to meet State and Federal requirements.
- Performs city maintenance duties as assigned.

**Knowledge, Skills, Abilities:**

- Familiarity with water quality regulations.
- Knowledge of water sampling and testing techniques.
- Knowledge of new water service installation process.
- Ability to perform fire hydrant maintenance and testing.
- Ability to inspect public facility construction.
- Knowledge of general building maintenance processes and techniques.
- Basic knowledge of mechanical, plumbing, heating and electrical and control systems.
- Knowledge of water plant operation and maintenance including pumps, valves, chemical treatment systems, etc.
- Knowledge of water distribution operation and maintenance including water mains, hydrants, valves, meters, etc.
- Knowledge of typical municipal water system policies and procedures.
- Solid mechanical skills.
- Excellent customer Service skills and the ability to promote positive public relations.
- Ability to operate personal computer and related software applications.
- Ability to effectively communicate and interact cooperatively, both verbally and in

- writing, with coworkers, supervisors, contractors, and the general public.
- Ability to use tools required to complete maintenance and repair projects.

## **WORKING CONDITIONS**

### **Physical Demands**

*The physical demands listed below represent those that must be met by an incumbent to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with qualified disabilities to perform the essential functions.*

The Water Operator/Maintenance Manager position is a physically strenuous and demanding job. Duties involve moving and operating materials and equipment. Heavy Physical Work: Must be able to move objects by exerting up to (50) pounds of force occasionally and/or up to (20) pounds of force frequently, and/or up to (10) pounds of force constantly.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is also regularly required to stand, talk and hear. The employee is frequently required to walk. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, and smell.

Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

### **Environmental and Working Conditions**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, risk of electrical shock, and vibration. The employee is frequently exposed to toxic or caustic chemicals.

Duties will occasionally involve working in adverse or inclement weather conditions; exposure to high noise levels; dealing with distraught or difficult individuals; attending meetings or activities outside normal working hours; occasional response to emergency conditions during off-hours; occasional operation of a motor vehicle on public roads

### **Working Hours/Compensation**

The Water Operator position is approximately 30 hours per week. The Operator will also be on call 24/7 year round except during vacations and illness. Estimated compensation for standard duties is from \$20/hour to \$25/hour depending on experience. Compensation for on call time is negotiable.

### **Location**

The Operator must live within an average drive time of 30 minutes from the City as necessary to effectively respond to emergencies.

### **Desired Minimum Qualifications**

#### **Education and Experience:**

1. Graduation from high school, as evidenced by a diploma or GED equivalent, supplemented by two (2) years post-secondary college or technical training in a closely related field; AND
2. Five years of experience in operating and maintaining a water system, or experience relating to the construction, repair and maintenance of water supply and distribution systems including the operation of related maintenance equipment, OR
3. Any equivalent combination of education and experience that would likely provide the knowledge, skills, and abilities to successfully perform the essential functions of the positions.
4. The Operator must have a Certification by the Oregon Health Department as a Water Distribution System Level I or be able to obtain certification within 6 months of being hired. Attendance at operator certification seminars is required for continuing education to maintain operator certification.
5. Valid Oregon Drivers License is required.
6. Please apply by sending a cover letter, resume and 3 professional references to the City Manager, Colleen Coleman [colleen.coleman@cityofmosier.com](mailto:colleen.coleman@cityofmosier.com); No phone calls, please.

# City of Mosier, Oregon

## Veterans' Preference Form

Under Oregon law, veterans who meet minimum qualifications for a position may be eligible for employment preference. If you think you may qualify, please read the following checklist carefully. Check the box for each item that is appropriate. If you need further explanation or have special circumstances, please call LGPI at (503) 588-2251.

**This completed form and the required documentation must be submitted at the time you submit your application materials.**

**A. QUALIFIED VETERAN QUESTIONS:** You may claim veterans' preference if you check at least one of the boxes below and provide proof of eligibility by submitting a copy of your DD-214 or 215.

ORS 408.225(f)

- I served on active duty with the Armed Forces of the United States for a period of more than 90 consecutive days beginning on or before January 31, 1955, and was discharged or released under honorable conditions; or
- I served on active duty with the Armed Forces of the United States for a period of more than 178 consecutive days beginning after January 31, 1955, and was discharged or released from active duty under honorable conditions; or
- I served on active duty with the Armed Forces of the United States for 178 days or less and was discharged or released from active duty under honorable conditions because of a service-connected disability; or
- I served on active duty with the Armed Forces of the United States for 178 days or less and was discharged or released from active duty under honorable conditions and have a disability rating from the United States Department of Veterans Affairs; or
- I served on active duty with the Armed Forces of the United States for at least one day in a combat zone and was discharged or released from active duty under honorable conditions; or
- I received a combat or campaign ribbon or an expeditionary medal for service in the Armed Forces of the United States and was discharged or released from active duty under honorable conditions; or
- I am receiving a nonservice-connected pension from the United States Department of Veterans Affairs.

"Active duty" does not include attendance at a school under military orders, except schooling incident to an active enlistment or a regular tour of duty, or normal military training as a reserve officer or member of an organized reserve or a National Guard unit.

**B. QUALIFIED DISABLED VETERAN QUESTIONS:** You may claim additional employment preference if you can check at least one box in the section below and provide proof of eligibility by submitting both of the following documents:

1. A copy of your DD-214 or 215, Certificate of Release or Discharge, Copy 4, and
2. A public employment preference letter from the United States Department of Veterans Affairs.

To order the letter, call 1-800-827-1000 and request a public employment preference letter.

ORS 408.225(c)

- I am entitled to disability compensation under laws administered by the United States Department of Veterans Affairs; or
- I was discharged or released from active duty for a disability incurred or aggravated in the line of duty; or
- I was awarded the Purple Heart for wounds received in combat.

I hereby claim veteran's preference and certify that the above information is true and correct. I understand that any false statements may be cause for my disqualification or dismissal, regardless of when discovered.

\_\_\_\_\_  
Print Name

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

ORS 408.225-230

*Preference will not be awarded without the appropriate documentation. You must submit your DD-214 or 215 in all cases. If you are claiming disabled veteran preference you must also submit the public employment preference letter from the Department of Veterans Affairs. You will not receive preference without these accompanying documents.*

# CITY OF MOSIER

small enough to make a difference

PO Box 456 | 208 Washington Street, Mosier, OR 97040  
Phone: 541.478.3505 | [www.CityofMosier.com](http://www.CityofMosier.com)

Aaron P. Galley  
Union Pacific Railroad  
1400 Douglas Street  
Omaha, NE 68179

RE: City of Mosier Request for Deed Restrictions to be Lifted on Mosier Depot Property

Dear Mr. Galley,

I'm writing to submit a formal request for UPRR to lift deed restrictions described on page 2, paragraph (a) of the attached Quit Claim Deed for the Mosier Depot Property.

As required in the Quit Claim Deed "Release of Restrictions on Use Covenant" described on page 2, paragraph (b), we have also attached Oregon DEQ's recommendation and scientific support of 'No Further Action' (NFA).

Please let me know if you have any questions or would like to have a conversation regarding this request. I look forward to hearing from you.

Sincerely,

Colleen Coleman  
City Manager

City of Mosier  
*Small enough to make a difference*

**GRANTOR'S NAME AND ADDRESS:**

Union Pacific Railroad Company  
1400 Douglas Street, MS 1690 (Folder 1989-30)  
Omaha, NE 68179

**GRANTEE'S NAME AND ADDRESS:**

City of Mosier  
208 Washington Street  
Mosier, OR 97040

**AFTER RECORDING, RETURN TO:**

City of Mosier  
208 Washington Street  
Mosier, OR 97040

**UNTIL A CHANGE IS REQUESTED,  
ALL TAX STATEMENTS SHALL BE  
SENT TO:**

City of Mosier  
208 Washington Street  
Mosier, OR 97040

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*(Space Above for Recorder's Use Only)*

1989-30

**QUITCLAIM DEED**

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation) ("Grantor"), releases and quitclaims to **CITY OF MOSIER**, an Oregon municipal corporation ("Grantee"), and unto its successors and assigns, all right, title and interest in and to the real property ("Property") situated in Wasco County, State of Oregon, as more particularly described in **Exhibit A**, attached hereto and made a part hereof.

The true and actual consideration for this quitclaim is \$10.00.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, a non-exclusive PERPETUAL EASEMENT ("Access Easement") over and across that portion of the Property legally described in **Exhibit B**, attached hereto and made a part hereof, for the purpose of vehicular and pedestrian ingress and egress to Grantor's adjacent railroad right-of-way property ("Grantor's Adjacent Property"). The Access Easement shall run with and be appurtenant to and for the benefit of Grantor's Adjacent Property (and each and

every parcel into which it may be divided) as the dominant tenement and shall be a burden upon the Property as the servient tenement.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee, by the acceptance of this Quitclaim Deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. Grantee, its successors and assigns, may use the Property for government offices and meeting rooms (including sleeping quarters in connection with a fire station), electric car charging stations, museum, picnic grounds, parks, industrial, office, and retail-oriented commercial business (for example, shopping center, filling station, restaurant) purposes, only, and for no other purposes whatsoever. Without limitation of the foregoing, the Property must not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers); or (iii) cultural, educational, recreational or child-care facilities (including, without limitation, schools, kindergartens, daycare centers, gymnasiums, or athletic fields). The restrictions in this paragraph (a) are collectively known as the "Restricted Uses".

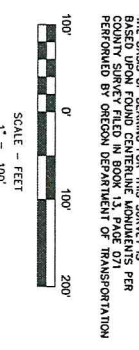
(b) Release of Restriction on Use Covenant. Grantee, its successors or assigns, at its sole cost and expense, may perform remediation of the Property to the extent required by the State of Oregon ("State") to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain a certificate of completion which shall indicate that the Property is suitable for unrestricted use. Upon completion of all remediation required to obtain the certificate, Grantee may request that Grantor release the restriction on use covenant above. In doing so, Grantee must provide Grantor with analytical data and other evidence satisfactory to Grantor to show that the Property is suitable for unrestricted use. Upon review by Grantor of information sufficient to meet the aforementioned conditions, Grantor shall release the restriction on use covenant by executing a Release in recordable form and delivering same to Grantee. The request for release along with supporting documentation should be sent to the following address:

Union Pacific Railroad Company  
Attn: Vice President – Real Estate (Folder 1989-30)  
1400 Douglas Street, MS 1690  
Omaha, NE 68179

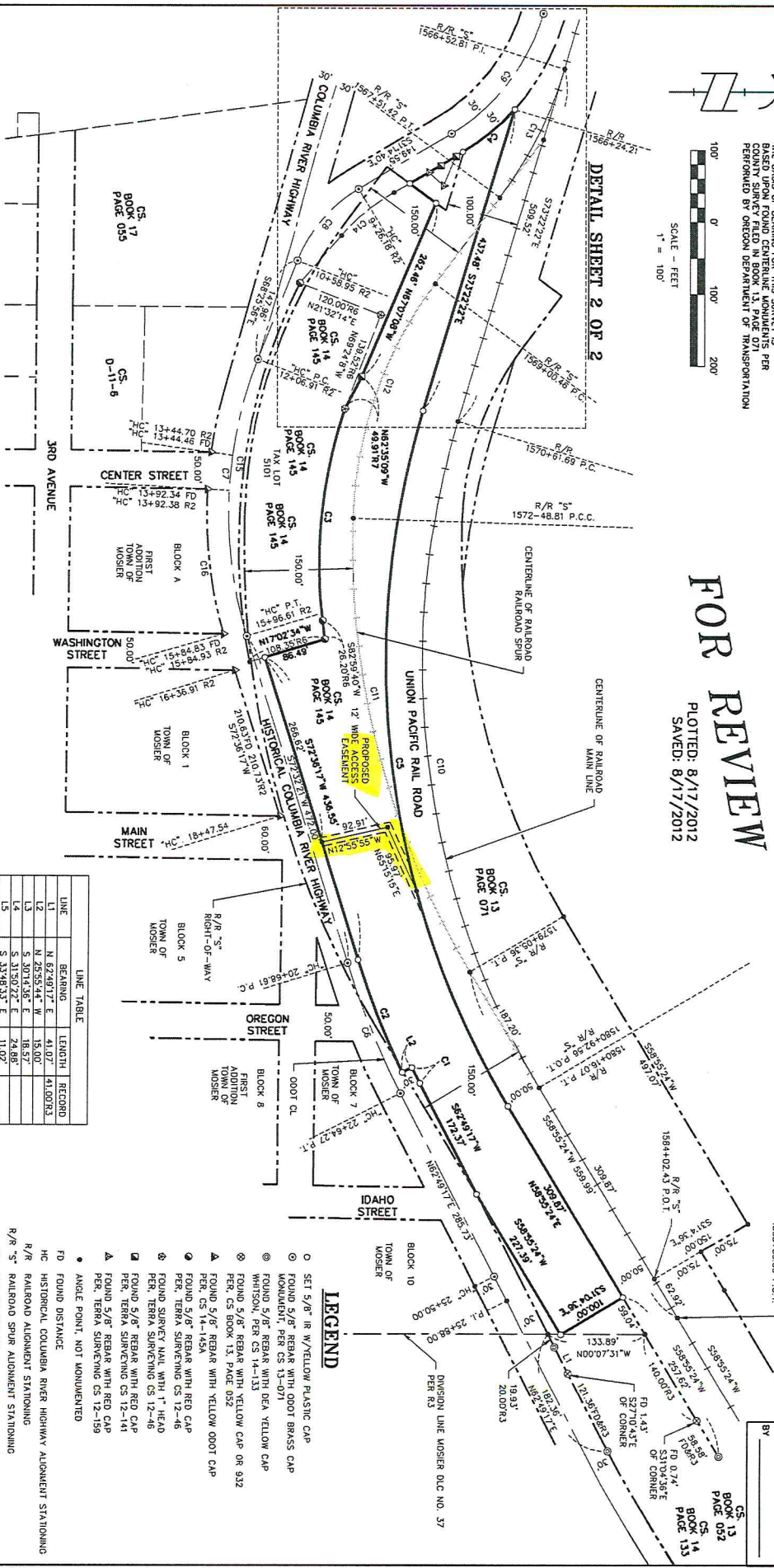
Notwithstanding any other provision herein, if remediation of the Property is not required by the State, Grantee may request that Grantor release the restriction on use covenant absent the aforementioned certificate of completion. Grantee's request must be supported by analytical data and other evidence satisfactory to Grantor. If Grantor determines that the analytical data and other evidence is

**RECORD OF SURVEY**

LOCATED IN SE 1/4, SECTION 2, T. 2N., R. 11E., WM.  
 WASCOCO COUNTY, STATE OF OREGON  
 2N 11E 10B



**FOR REVIEW**  
 PLOTTED: 8/17/2012  
 SAVED: 8/17/2012



**DETAIL SHEET 2 OF 2**

**BASIS OF BEARING**  
 THE BASIS OF BEARING FOR THIS SURVEY IS PER  
 COUNTY SURVEY FILED IN BOOK 13, PAGE 071  
 PERFORMED BY OREGON DEPARTMENT OF TRANSPORTATION

**NARRATIVE:**

THE PURPOSE OF THIS SURVEY IS TO SURVEY AND MONUMENT ALL OF THOSE  
 LAND LOCATED ON THE SOUTH SIDE OF A LINE WHICH IS 50.00 FEET SOUTH OF  
 AND PARALLEL WITH UNION PACIFIC RAILROAD MAIN TRACK, BETWEEN HIGHWAY  
 HIGHWAY RIGHTS-OF-WAY AND ANY OTHER PRIVATE OWNERSHIP.  
 THE BASIS OF BEARING FOR THIS SURVEY IS BASED UPON COUNTY SURVEY  
 TRANSPORTATION, PAGE 071, PERFORMED BY OREGON DEPARTMENT OF  
 TRANSPORTATION.  
 THE RAILROAD RIGHTS-OF-WAYS AND HIGHWAY RIGHTS-OF-WAYS PREVIOUSLY  
 MONUMENTED WERE FOUND AND HELD PER PAST SURVEYS OF RECORD  
 AND THE TRACT BEING SURVEYED HEREIN WAS MONUMENTED AS SHOWN.

**AREA NOTE:**

SURVEY PERFORMED FOR:  
 MOSIER CITY HALL  
 DATE: MAY 2012  
 PROJECT: 11-07-04  
 FILE: 11070401.DWG  
 DRAFTER: LJS

**REGISTERED PROFESSIONAL LAND SURVEYOR**

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	24.34'	118.00'	114.58°	N 83°26'45" E	24.34'
C2	168.45'	1131.00'	81°30'00"	N 88°20'17" E	168.29'
C3	268.80'	660.16'	25°40'27"	S 84°10'07" E	263.33'
C4	93.03'	316.50'	16°59'29"	S 89°40'02" E	92.70'
C5	109.01'	1198.26'	47°21'24"	N 82°46'31" E	95.21'
C6	138.86'	572.97'	35°57'27"	S 87°46'57" E	130.45'
C7	112.77'	204.59'	37°10'59"	S 49°20'51" E	206.80'
C8	213.68'	286.50'	47°19'57"	S 82°46'31" E	206.80'
C9	954.38'	1146.28'	37°49'01"	N 82°46'31" E	927.05'
C10	656.55'	1746.28'	37°49'01"	N 82°46'31" E	647.61'
C11	246.28'	573.69'	34°47'01"	S 70°51'52" E	342.96'
C12	199.25'	573.69'	19°53'00"	S 83°25'22" E	198.25'
C13	534.09'	64.51'	31°26'00"	N 83°25'22" E	528.35'
C14	202.58'	602.99'	18°14'55"	N 83°24'21" E	201.85'

**REFERENCED SURVEYS:**

WASCOCO COUNTY ASSESSOR MAP (2N 11 E 10B)  
 WASCOCO COUNTY ASSESSOR MAP (2N 11 E 10A)  
 WASCOCO COUNTY ASSESSOR MAP (2N 11 E 20A)

- THE FOLLOWING SURVEYS REFERRED TO WITH WASCOCO COUNTY SURVEYORS' OFFICE:
- R1 CS BOOK 13, PAGE 071, PERFORMED BY OREGON DEPARTMENT OF TRANSPORTATION
  - R2 CS BOOK 14, PAGE 145, PERFORMED BY OREGON DEPARTMENT OF TRANSPORTATION
  - R3 CS BOOK 13, PAGE 052, PERFORMED BY KLEIN & ASSOCIATES
  - R4 CS BOOK 17, PAGE 055, PERFORMED BY KLEIN & ASSOCIATES
  - R5 CS BOOK 12, PAGE 46, PERFORMED BY TERRA SURVEYING
  - R6 CS BOOK 12, PAGE 159, PERFORMED BY TERRA SURVEYING

**LINE TABLE**

LINE	BEARING	LENGTH	RECORD
L1	N 82°48'17" E	41.07'	41.00/83
L2	N 25°53'44" W	18.00'	
L3	S 10°50'22" E	2.88'	
L4	S 33°48'33" E	11.02'	

**LEGEND**

- SET 5/8" IR W/YELLOW PLASTIC CAP
- FOUND 5/8" REBAR WITH ODOT BRASS CAP
- MONUMENT, PER CS 13-071
- FOUND 5/8" REBAR WITH OEA YELLOW CAP
- WHISON, PER CS 14-133
- FOUND 5/8" REBAR WITH YELLOW CAP OR 932
- PER CS BOOK 13, PAGE 052
- ▲ FOUND 5/8" REBAR WITH YELLOW ODOT CAP
- PER CS 14-154
- FOUND 5/8" REBAR WITH RED CAP
- PER TERRA SURVEYING CS 12-46
- FOUND SURVEY NAIL WITH "1" HEAD
- PER TERRA SURVEYING CS 12-46
- FOUND 5/8" REBAR WITH RED CAP
- PER TERRA SURVEYING CS 12-141
- ▲ FOUND 5/8" REBAR WITH RED CAP
- ▲ PER TERRA SURVEYING CS 12-159
- ANGLE POINT, NOT MONUMENTED
- FD FOUND DISTANCE
- HC HISTORICAL COLUMBIA RIVER HIGHWAY ALIGNMENT STATIONING
- R/R RAILROAD ALIGNMENT STATIONING
- R/R "S" RAILROAD SPUR ALIGNMENT STATIONING
- CS COUNTY SURVEY
- SURVEY BOUNDARY LINE
- RIGHT-OF-WAY
- RAILROAD CENTRAL LINE
- HIGHWAY CENTRAL LINE
- RAILROAD RIGHT-OF-WAY

REGISTERED PROFESSIONAL LAND SURVEYOR  
 OREGON  
 MAY 12, 2009  
 JAMES M. KLEIN  
 59002

Edms 8362013  
 SHEET 1 OF 2  
 WILLAMETTE METROPOLITAN  
 WASCOCO COUNTY, OREGON

**Klein & Associates, Inc.**  
 ENGINEERING • LAND SURVEYING • PLANNING  
 1411 7th Street, Hood River, Oregon 97031  
 Tel: (541)386-3822  
 Email: info@kandainc.com

OWNER  
 CITY OF MOSIER

1/4 SEC T. R.  
 10B 2N 11E