



AGENDA

CITY COUNCIL MEETING

Date: 09.02.2026
Time: 6:00 pm
Zoom Meeting: <https://us02web.zoom.us/j/88074065202?pwd=DYr30WguppA0GzazO5auX5tdx8glr0.1>

This meeting will be via zoom only

Meeting ID: 880 7406 5202
Meeting Password: 97040

- I. Call to Order/Roll Call
- II. Agenda corrections or additions
- III. Approval of 08.19.2026 Council Meeting Minutes
- IV. Business from the Audience - This is an opportunity for residents and others to share concerns, needs, or opportunities. Please limit comments to two minutes and feel free to submit written materials for Council and staff review. The Chair may refer items to a future Council meeting or appropriate staff, and while immediate responses may not always be possible, all comments will be given due consideration. We encourage participation from all members of the community.
- V. BUSINESS
 - a. Stormwater Ordinance Revision Approval – Jaime Crawford, Bell Design
 - b. Water / Wastewater Updates – Chris McCalib, TEC
 - c. WA Street Project Bid – Colleen Coleman Projects Coordinator
 - d. LOC Legislative Priorities – Andrea Rogers, City Manager
- VI. City Updates / Reports / Upcoming Meeting Topics
- VII. ADJOURN

small enough to make a difference

Public meeting locations are virtual and accessible to persons with disabilities. Requests for interpreters, communication aids, or other accommodation must be made at least 48 hours prior to the meeting. Contact the City Recorder, by e-mail at recorder@cityofmosier.gov or phone 541-478-3505. Oregon Relay Service 1-800-735-2900.

MINUTES

CITY COUNCIL MEETING



Date: August 19, 2026
Time: 6:00 pm
Meeting called to order by: Mayor Anderson at 6:00 pm

IN ATTENDANCE

Council: Mayor Witt Anderson, Noah Estes, Charlie Cannon, Ron Wright, Gary Lindemyer

Excused: Lydia Koerner, Brenna Campbell

Staff: City Manager Andrea Rogers, City Recorder Amy Szilágyi, Projects Coordinator Colleen Coleman, City Planner Lisa Smith, Finance Director Monica Morris

AGENDA CORRECTIONS/ADDITIONS: None

SUMMARY: The Mosier City Council reviewed the preliminary fiscal year 2025–26 financial summary; received updates on the Washington Street Project, Well 5, the Joint Use Facility, Union Pacific construction activity, Rock Creek Park access, defensible space planning, and the City’s artificial intelligence policy; and approved a skate park contract amendment, a contract with Bell Design Company for comprehensive-plan work, and the award of on-call engineering services to AKS Engineering. Council also discussed anticipated agenda items for the September 2 meeting and a proposed November strategic-planning retreat.

APPROVAL OF 07.01.2026 MINUTES: No corrections

MOTION: Councilor Lindeymyer moved to approve minutes as written. Councilor Estes seconded. The motion carried with the following votes.

Ayes: Anderson, Estes, Cannon, Wright, Lindemyer

Nays: None | **Abstentions:** None

OPEN MEETING

Public Comment: No public comments were offered

- a. **FY 2025-26 Financial Summary:** Finance Director Morris presented a preliminary, unaudited year-end financial summary and noted that figures may change upon completion of the audits, particularly beginning fund balances. The General Fund began the year with approximately \$38,000 compared with a budgeted \$125,000 and received approximately \$427,000 in revenues, or 102% of budget, including unanticipated railroad construction-related property rental revenue. The General Fund ended the fiscal year with a positive balance.

Utility revenues met expectations. Sewer expenditures totaled approximately \$328,000 compared with a \$323,000 budget; capital-project expenditures totaled approximately \$2.6 million; combined cash accounts ended at approximately \$1.3 million; payroll expenses totaled approximately \$238,000; and contracted services, excluding TEC contracts, totaled approximately \$127,000.

Council discussed legal expenses, transient lodging tax revenues, tax compliance, and debt obligations. Legal invoices totaled approximately \$30,000–\$40,000. TLT revenues were below expectations, and staff is evaluating improvements to identification, compliance, reporting, and collection. Council also discussed the City's six debt obligations and potential refinancing. Staff is developing a debt worksheet, with future audits to support refinancing

analysis. The 2019–20 audit is complete, with an auditor presentation anticipated in September or October. No action was taken.

- b. Perimeter Map Presentation:** The anticipated presenter was unavailable due to a possible fire emergency.
- c. WA Street Project Update:** Special Projects Coordinator Colleen Coleman reported that the Washington Street Project had been bid. Staff had not yet completed reference checks for the lowest qualified bidder and expected to bring a recommendation and contract to Council on September 2.

The base bid includes sidewalks, driveway aprons, and stormwater improvements. Alternate 1 includes utilities for adjacent private properties, and Alternate 2 includes ADA ramps. Approximately \$165,000 remained in the construction budget. Staff stated that property owners would be responsible for Alternate 1 costs. Council discussed Wickwire Contracting of Pleasant Hill, Oregon, as the apparent low bidder. Staff stated that another bidder would be considered if the lowest bidder did not meet qualifications. No action was taken.

- d. Skatepark Project Amendment:** City Manager Rogers presented a proposed amendment to the skate park project agreement. The amendment would allow a portion of project-management costs to be billed to access remaining Oregon Parks and Recreation Department (ORPD) grant funds.

Staff explained that certain City administrative expenses were not eligible for reimbursement. Under the proposed arrangement, project manager John Grim could invoice for eligible project-management services. Staff stated that Mr. Grim intended to donate reimbursed funds to reduce City costs, though no guarantee was provided. Staff also stated that appropriate legal documentation and amendments to the existing volunteer agreement would be required.

Council discussed potential financial risk to the City, grant reimbursement, and the intent to minimize City costs associated with the project.

MOTION: Made by Councilor Wright to approve additional agreements and amendments for the skate park project, prepared by the City Attorney, to allow a portion of the project-management costs to be billable. Councilor Lindemyer seconded. The motion carried with the following votes.

Ayes: Anderson, Estes, Cannon, Wright, Lindemyer

Nays: None | Abstentions: None

- e. DLCD Project Contract Approval:** City Manager Rogers presented the proposed scope of work and contract with Bell Design Company under a Department of Land Conservation and Development (DLCD) grant. The work is intended to complete the draft comprehensive plan and address required middle-housing ordinances.

Staff stated that a Technical Advisory Committee would be formed for the project and would include at least one Council member. The committee was expected to meet five times during the project. Interested Council members were asked to contact the City Manager.

MOTION: Made by Councilor Estes to approve the attached scope of work and authorize the City manager to sign the contract with Bell Design Company to complete the project. Councilor Lindemyer seconded. The motion carried with the following votes.

Ayes: Anderson, Estes, Cannon, Wright, Lindemyer

Nays: None | Abstentions: None

Introduction of City Planner: City Manager Rogers introduced Lisa Smith as the City's new City Planner. Lisa Smith briefly described her planning background and invited Council members to contact her regarding planning matters.

- f. **City Engineer RFP:** City Manager Rogers presented the results of the request for proposals for on-call City engineering services. Five proposals were received and independently scored by Finance Director Morris, Project Coordinator Coleman, and City Recorder Szilágyi. AKS Engineering received the highest score.

Staff stated that AKS has local offices in Hood River and The Dalles, with headquarters in Bend. Staff explained that on-call engineering services would be used as needed for permit and development review, mapping, rate studies, and emergency engineering needs. The final contract and a resolution authorizing the City Manager to sign it are expected to be presented in September.

MOTION: Made by Councilor Estes to award the on-call City Engineering Services contract to AKS Engineering. Councilor Lindemyer seconded. The motion carried with the following votes.

Ayes: Anderson, Estes, Cannon, Wright, Lindemyer

Nays: None | Abstentions: None

City Activities Updates/Reports:

- Projects Coordinator Coleman: reported that the Oregon Health Authority (OHA) issued final approval for Well 5 after required water testing. The next step is to run the well through the municipal system. Staff will then submit a substantial-completion report to USDA and make final payment for the well project. Approximately \$130,000 is expected to remain in contingency funds for use toward the generator project which has been sent to the contractor for review and final pricing.
- Projects Coordinator Coleman: reported that the Joint Use Facility (JUF) project is being reconsidered following an indication that the fire district may pursue a separate facility at Station 12. Staff requested an architect proposal for a smaller facility of approximately 4,000 square feet incorporating a community center, City Hall, and a possible single-bay fire component, which is required for USDA grant eligibility. Potential cost reductions include eliminating the plaza and solar array and using prefabricated roof trusses. The revised project cost is estimated at approximately \$3 million, with approximately \$2.8 million in available funding and an additional \$200,000 needed. Funding includes a \$975,000 USDA grant and a \$400,000 ORPD grant for the community-center portion, which is expected to expire in June 2028. Staff will return to Council with the architect's proposal, including scope, schedule, and cost.
- City Manager Rogers: reported on discussions with Union Pacific and Ames Construction regarding construction timelines, work hours, noise, and public complaints. Ames Construction stated work is expected to continue through December. Reported work hours are 6:00 a.m. to 5:00 p.m., Monday through Saturday. Additional late-night Union Pacific work may occur, with advance notice expected so the City can notify the public. Drilling is expected to continue for three to four weeks. Staff also discussed potential improvements to Rock Creek Access Road and future planning and engineering.
- City Manager Rogers: reported that staff are seeking additional proposals for a gate at Rock Creek Park. A financial analysis of Rock Creek Park costs and specific gate bids are expected to be presented at the next Council meeting. Staff are considering gate and parking-management options that could address current crowding and allow for future public parking fees, if appropriate.
- Councilor Estes: reported that a defensible-space working group held its first meeting. The group discussed a broader program that may include education, notification, volunteer support, and compliance assistance. A future ordinance update may consolidate existing related ordinances into a single chapter, revise penalty provisions, and help the City meet commitments associated with the Wasco County Hazard Mitigation Plan. The working group includes Tony Bignell, Councilor Gary Lindemyer, Elizabeth Payne, Nancy Bignell, and Connor McKibben. City Manager Rogers stated that the group could be treated as a working group rather than a formally appointed committee.

- City Recorder Szilágyi: reported that she conducted additional research, including review of materials from the League of Oregon Cities and a draft policy proposed by the City's insurance provider. She stated that a draft City policy had been prepared but was inadvertently omitted from the meeting packet and will be distributed to Council. Staff is also meeting with Councilor Kerner to identify and address specific concerns regarding the City's use of artificial intelligence.
- City Manager Rogers: identified the following anticipated agenda items for the September 2 meeting: Rock Creek Park financial analysis; possible audit presentation; fire perimeter map presentation, subject to the presenter's availability; artificial intelligence policy; on-call engineering services contract; Washington Street Project bid award and contract; and stormwater ordinance. Staff noted that the Washington Street Project schedule is time-sensitive, with construction anticipated to begin during the week of September 7.
- City Manager Rogers: reported plans for a November strategic-planning retreat to develop a work plan for the next year. Tony Bignell offered to assist with the exercise. Staff expect the retreat to occur on a Saturday in November, after the election, to allow participation by prospective new Council members.
- Councilor Cannon: raised a question regarding reports of a biological treatment being used at the Stevenson Marina for algae in the Columbia River. The Mayor stated that he had not heard of the matter. Councilor Cannon agreed to investigate and report back in September.

Meeting Adjourned 7:38 pm

ACTION ITEMS:

Finance Director Morris:

- Investigate the decline in Transient Lodging Tax (TLT) revenue in more detail during the next fiscal year.

City Manager Rogers:

- Finalize and send out the contract for the skate park project amendment to John Grim
- Reach out to potential volunteers for the housing comprehensive plan update advisory committee
- Obtain bids and feasibility analysis for gate replacement at Rock Creek Park for the September Council Meeting
- Coordinate with Union Pacific regarding advance notification of any late-night construction activity
- Bring the Rock Creek Park financial analysis and gate information to the September 2 meeting.
- Distribute information on the proposed November strategic-planning retreat when a date is established.

Projects Coordinator Coleman:

- Gather water and sewer maps from Willamette Partnership and forward to Staff and Councilor Lindemyer.
- Submit the Well 5 substantial-completion report to USDA after municipal-system testing is complete.
- Obtain an architect proposal for the revised Joint Use Facility scope, schedule, and cost.
- Bring the Washington Street Project contractor recommendation and contract materials to Council.

City Recorder Szilágyi:

- Meet with Councilor Koerner and City Manager Rogers to discuss specific concerns regarding the proposed AI Use policy.

Councilor Estes:

- Continue work on updating the proposed defensible space ordinance.

Councilor Cannon:

- Investigate reports concerning biological treatment for algae at the Stevenson Marina and report back to Council.

Witt Anderson, Mayor

Amy Szilágyi, City Recorder

Approved by City Council on _____

Proposed Ordinance Changes

Incorporating 2026 Stormwater Master Plan Low-Impact Development Requirements - V2

Last updated 7/17/2026

CODE CHANGES KEY

Current code is removed.

New code language is added.

INCORPORATING NEW LID REQUIREMENTS

The below changes incorporate the new LID requirements into existing city code.

13.01.010 PURPOSE: THE PURPOSE OF THIS ORDINANCE IS TO PROTECT HEALTH, SAFETY AND WELFARE OF THE PUBLIC BY: [...]

~~I. Ensuring that all property owners accept the normal or natural volume and velocity of stormwater runoff from up gradient properties, allow the passage of that flow, and maintain the normal or natural volume and velocity of stormwater flow onto down gradient properties.~~

I. Where a site receives flow from upstream properties, the site will be designed to provide for conveyance of these same flows through the site in a manner consistent with the 2026 Mosier Stormwater Management Plan which is codified in 15.01.050 - Stormwater Runoff Control Standards. Existing streams and channels will be preserved in their existing condition unless improvements are required to be consistent with the 2026 Mosier Stormwater Management Plan and 15.01.050 - Stormwater Runoff Control Standards.

J. Ensuring infiltration will be used to recharge the groundwater and maintain summer base flows in the local drainageways.

13.01.020. DEFINITIONS: FOR THE PURPOSE OF THIS ORDINANCE, THE FOLLOWING DEFINITIONS SHALL APPLY:

A. "Clearing" means any activity that removes vegetative cover at the ground level.

- B. "City Engineer" means the engineer retained by the City or his/her designee to oversee City engineering business and be responsible for review of construction activities and enforcement of this ordinance.
- C. "Developer" means any property owner, contractor, person, corporation or other entity that proposes or engages in, or proposes, any regulated activity on any land within the Mosier Urban Growth Boundary.
- D. "Driveway" means a privately owned access point for a single lot from a City street.
- E. "Excavation" means the mechanical removal of earth material.
- F. "Fill" means the deposit of earth material placed by artificial means.
- G. "Grading" means excavation or fill, or any combination thereof, including the conditions resulting from any excavation or fill.
- H. "Impervious Surface" means the construction of any paved surface, compacted gravel surface, or structure that provides little to no infiltration of rainfall.
- I. "Low Impact Development LID" means the **management of stormwater by mimicking natural hydrologic processes to minimize the effects of human development using site-specific natural features and small-scale distributed practices to filter, infiltrate, store, and use stormwater close to its source.** ~~use of industry standard techniques to minimize stormwater runoff volume by such means as infiltration swales, dry wells, strip drains, pervious surfaces, etc.~~
- J. "Nature Based Stormwater Management" means solutions which use soils, plants, and surface conveyance systems to capture, convey and treat **stormwater runoff** ~~the rainwater~~.
- ~~K~~. "Regulated activity" means the clearing, grading, excavation, or filling of land, the construction of impervious surfaces which will increase stormwater runoff, and the construction of new driveways accessing city streets.
- L. "Runoff Curve Number" means the **percentage of rainfall that flows off of the surface of a landscape type based on soils, plant cover, amount of impervious surface areas, interception, and surface storage.**
- ~~M~~K. "Sedimentation" means the depositing of solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, or gravity.

13.01.030. CONSTRUCTION PERMIT REQUIRED:

[...]

- B. A Construction Permit is required if any of the following situations exist:
1. Any regulated activity within 100 feet of a stream, watercourse or wetland; or
 2. Any regulated activity that includes construction of a driveway connecting to a City street.
 3. Any regulated activity that involves the excavation, fill or combination of excavation and fill, exceeding 50 cubic yards within a 12-month period. To determine if this threshold is met, quantities of fill and excavation shall be calculated separately and

then added together, even if excavated material is used as fill on the same site.

4. Any regulated activity involving the clearing of an area 5,000 square feet or more, as measured at the ground level.

5. Any regulated activity that includes the creation of 2,000 square feet or more of impervious surface.

[...]

H. All Construction Permit applications shall include at least the following information, unless the City Engineer specifically grants an exemption. The City Engineer may require additional or different information as needed:

[...]

5. The City Engineer may require a grading or other plans to be prepared by a registered civil engineer where the disturbed area has an average slope of 20% or more, where the disturbed area is located in a geologic hazard area, or where more than 200 cubic yards of fill and/or excavation is proposed. Such a grading plan shall include the following additional information:

- i. A geotechnical engineering report;
- ii. Location of existing structures and buildings, including those within 25 feet of the development site on adjacent property;
- iii. Design details for proposed retaining walls;
- iv. Detailed plans and locations of all surface and subsurface drainage devices to be constructed-;
- v. Location of all planned vegetated best management practices (BMP) footprints for protection from all activities that could compact the soils, especially during construction. Heavy vehicles and construction equipment shall not traverse BMP footprints, but lightweight earthmoving vehicles, such as skid steer loaders, are allowed. See Appendix B in the 2026 Mosier Stormwater Master Plan for examples.

13.01.050. STORMWATER RUNOFF CONTROL STANDARDS:

A. The review and approval of Construction Permits for regulated activities subject to this ordinance shall be based on the conformance of the development plans with the standards of this section. The City Engineer may impose any conditions of approval needed to assure that the development plan meets the appropriate standards.

B. ~~Generally, the City stormwater runoff control standards are based on Low Impact Development (LID) techniques that~~ manage rain where it falls in small-scale distributed facilities, referred to as best management practices (BMPs), that mimic natural systems and provide long-term viability of the local water resources. ~~minimize impervious surfaces and infiltrate stormwater on site. Tight line conveyance of stormwater onto adjacent property will be allowed only if there~~

~~is no other feasible alternative and only if the proposed location and volume of runoff will not change.~~

C. Residential land use developments must meet the following stormwater runoff control standards.

1. If the development proposes more than 2,000 square feet of impervious surface, the developer shall calculate the estimated runoff volume for the design storm specified by the City Engineer. The runoff volume shall be calculated as follows: $\text{impervious area (sf)} \times 0.10 \text{ (ft)} = \text{runoff volume (cf)}$.
2. Infiltration facilities must be constructed capable of infiltrating the design storm runoff volume.
3. If the development proposes less than 2,000 square feet of impervious area, the developer shall provide for and install industry standard LID facilities to control runoff from all impervious surfaces.

D. Commercial (C), Industrial (I), and Public Lands and Facilities (P) land use developments must meet the following stormwater runoff control standards.

1. LID Infiltration and Conveyance Requirements.

- i. Rainfall Design Event. All stormwater runoff from impervious surfaces will be managed for water quantity using stormwater calculations based on the following 24-hour rainfall totals from the Oregon Department of Transportation (ODOT) TransGIS maps (see Table ##) for the SCS Type 1A rainfall distribution. Stormwater calculations will be based on a hydrograph analysis using the Soil Conservation Service Unit Hydrograph (SCS) method for volume and/or time-dependent analysis for infiltration and water quality flows and volumes.

Table ##: Design Storms

Design Event	24-hour Rainfall (inches)
2-year	1.8
10-year	2.8
25-year	3.4
50-year	3.7
100-year	4.2
Water Quality	0.9

ii. Soils. Hydrologic soil groups and subsequent design information will be determined using the U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) soil maps, as determined by a qualified soils scientist or infiltration testing at the site. The soil types on the USDA NRCS soil maps within Mosier are shown in Figure ## and summarized in Table ##.

[ADD FIGURE 10 (pg 18) AND TABLE 4 (pg 19) FROM SWMP AFTER ALL EDITS COMPLETED]

iii. Runoff Curve Numbers. USDA NRCS Urban Hydrology for Small Watersheds Technical Release 55 (TR-55) will be used for developing Runoff Curve Numbers (CNs). Areas of impervious and pervious surfaces should be calculated separately so that the models accurately represent the proposed development runoff. Development of CNs will not use the CN values listed in TR-55 for various residential lot sizes. The time of concentration will be calculated according to the methods in the ODOT Hydraulics Manual or TR-55 using a minimum time of five minutes. Travel times for sheet flow, shallow concentrated flow, open channel flow, and pipe flow will be included as applicable.

iv. Facility Design. The design of infiltration and detention facilities will route the inflow hydrograph through the system using a time-dependent method (Inflow – Outflow = Change in Storage), resulting in the maximum amount of storage required. All facilities will be designed to drain (empty) within 48 hours from the beginning of the storm.

a. Infiltration Testing. Infiltration testing will be required at each facility location at the facility depth. These tests shall be performed in accordance with the test requirements, methods, and reporting requirements described in the City of Gresham's 2025 SWMM Appendix E and must be conducted or observed by a qualified Professional Engineer, Registered Geologist, or Certified Engineering Geologist licensed in the State of Oregon. Infiltration testing is not required under the following conditions:

1. Where satisfactory data from adjacent areas using similar testing methods is available and site conditions can be shown to be indistinguishable, the testing requirement may be waived by the City's professional engineer.
2. For single detached dwellings on a single lot of record using BMPs receiving no more than 400 square feet of roof runoff or 250 square feet of pavement runoff, infiltration testing may be performed in accordance with the simple pit testing procedure described in the City of Portland's 2025 SWMM Section 2.4.1.

These tests may be performed by professionals or nonprofessionals, including private property owners as described in this reference. The maximum design rate from the simple pit testing shall be 6 inches/hour.

2. LID Best Management Practice Design.

- i. Stormwater facility design should conform to Table 2: Stormwater Management Best Management Practices (BMP), which summarizes the likely BMP choices, appropriate applications, source references, and design requirements. See 13.01.050.F.3 - LID Exceptions for the process for selecting BMPs that are not listed as appropriate applications in Table 2.

[ADD TABLE 2 FROM SWMP AFTER ALL EDITS COMPLETED]

- ii. The stormwater design criteria for every site includes the following:
 - a. Where a site receives flow from upstream properties, the site will be designed to provide for conveyance of these same flows through the site in a manner consistent with the 2026 Mosier Stormwater Master Plan (SWMP). Existing streams and channels will be preserved in their existing condition unless improvements are required to be consistent with this SWMP.
 - b. The design will minimize disturbance of natural features, maintain areas of existing sheet flow discharge, and minimize the creation of new impervious surfaces.
 - c. The site layout will mimic natural predevelopment conditions to the maximum extent feasible and minimize the concentration and collection of stormwater flows.
 - d. When soil infiltration capacities vary throughout the site, the BMPs shall be located on the soils with the higher infiltration rates.
 - e. All stormwater runoff from impervious surfaces will be treated for the water quality storm. Runoff from green roofs and pervious pavement do not require water quality treatment.
 - f. Each BMP will be sized to treat all impervious surface stormwater it receives. For this calculation, any unvegetated areas (i.e., bare land) will be considered impervious surface.
 - g. All the rain that falls on a site will be managed on that site with Nature Based Stormwater Management (NBSM) BMPs. The BMPs will be designed to infiltrate the 10-year design storm at a minimum. Locations with documented contaminated soil, high groundwater, or bedrock, and areas with existing landslide hazard areas are not acceptable sites for infiltration.

- h. The applicant must document that adequate downstream conveyance exists to safely transport all runoff exceeding the infiltrated storm event without causing erosion, sedimentation, flooding, or other harm to downstream properties or the public right-of-way.
- i. The applicant must show that a downstream overflow route exists for the 100-year storm event with a minimum 1-foot freeboard below building finished floors.
- j. Existing sheet flow will not be concentrated and discharged onto adjacent property. If flows are concentrated, they must be redistributed over the downstream area to emulate the existing downgradient runoff hydrograph.
- k. Runoff from a site or public right-of-way that flows to U.S. 30 is required to meet the requirements of this SWMP and any additional ODOT criteria.

3. BMP Planting Requirements

- i. Native Plant Selection. Locally adapted native plants must be used from the Native Plant List located in General Landscaping Standards (15.09.040.G). The plants shall be located in the BMPs based on their adaptability and tolerance for "wet feet" (see locations for each plant in Table ##: Native Plant List below). Depending on the size of the stormwater facility, upland natives not listed in the Native Plant List may be used when they are located appropriately. Additional information can be found in the 2026 Mosier Stormwater Master Plan or the Central Oregon Stormwater Manual (Appendix 7A) for additional plant selection considerations and guidance.

Table ##: Native Plant List

[Include Native Plant list from SWMP Appendix A]

- a. BMPs shall have a diversity of plants to attract appropriate beneficial animals to support the mini ecosystem of the BMP. Diversity considerations include species, size, growth pattern, flower timing throughout the seasons, as well as diversity in plant colors, textures, and pollinator habitat. See the Central Oregon Stormwater Manual (Appendix 7A) for additional plant selection considerations and guidance.
 - b. Herbaceous evergreen species shall be used throughout the facilities for increased filtration and evapotranspiration during the rainy winter months.
- ii. Vegetated Planting Requirements
 - a. The planting medium should be composed preferably of non-compacted native soils and may be amended with organic compost,

gravelly sand, and topsoil. The compost must be weed-free, decomposed, non-woody plant material; animal waste is not allowed. Fertilizers and other chemicals are not allowed. If amendments are used, they shall be incorporated throughout the entire planting medium and not just in planting holes.

b. The planting medium in the vegetated BMPs must be a minimum depth, as shown in Table ##. In some cases, the minimum depth will need to be increased for the plants selected (i.e. trees instead of shrubs and groundcovers).

Table ##: Minimum Required Depth for Planting Medium in Vegetated BMPs

<u>Best Management Practice</u>	<u>Minimum Depth inches</u>
Roadside Swale	18
Rain Garden	18
Vegetated Filter Strip	18
Structural Planter	24
Constructed Water Quality Wetland	18
Extended Dry Basin	18

c. Plants should be mulched after planting, as noted in the Native Plant List located in General Landscaping Standards (15.09.040.G), to assist with weed suppression and moisture retention during establishment. The mulch must be weed-free, 2 inches to 3 inches thick, and composed of well-composted fine woody or leafy material for most native plants. Rock mulches (pea gravel and larger sizes) are appropriate for some plant species and where high flow or volumes of water are expected. The City of Gresham SWMM Appendix F shall be adhered to for the soil medium (referred to as blended media) and mulch specifications. See details in Appendix B of the 2026 Mosier Stormwater Master Plan for the blended media and mulch specifications.

4. LID Stormwater Project Report.

- i. The applicant must provide a clear and concise project report to demonstrate that its proposed project meets the requirements and criteria. The level of detail required will vary depending on the size and complexity of the project.
- ii. At a minimum, the applicant must provide the following information in the project report:
 - a. Brief description of the project with a vicinity map showing the location of the project site.

- b. Existing Conditions: Topographic map showing existing drainage patterns of the site, natural resources, soil types, surrounding areas, and upstream contributory areas. The map must include all areas presently draining to the site as well as adjoining and downstream areas that may be impacted by the development. The map must indicate total site acreage, existing land use, drainage courses, flow direction, drainage basins, any existing development and/or drainage facilities, and information regarding areas such as wetlands that may require additional permits.
- c. Proposed Improvements: Map showing proposed improvements and all information relevant to stormwater management, including drawings as needed to show proposed topography (drainage arrows may be sufficient), structures, impervious areas, and existing and proposed BMPs.
- d. Calculations showing compliance with the design criteria and appropriate use of BMPs.
- e. Operation and Maintenance (O&M) Plan: A plan describing all O&M requirements, with the responsible parties defined for each task. Maintenance of BMPs, buildings, and pervious and impervious surfaces must be included. Long-term maintenance of the plants must be conducted by native plant experts who are familiar with the local plants. See Appendix D of the 2026 Mosier Stormwater Management Plan for O&M Plan examples.
 - 1. Signed long-term maintenance agreements will be a required component in O&M Plans for any BMPs constructed by a private developer in the public right-of-way and any BMPs on R-10, Industrial, or Commercial properties with impervious surface area exceeding $\frac{1}{4}$ of an acre, and may be required for BMPs such as green roofs and porous pavement.

5. LID Exceptions.

- i. All exceptions must be approved by the professional engineer reviewing the developer's application and the City Manager.
- ii. Infiltration Exception. When existing site conditions are not appropriate for infiltration (contaminated soil, high groundwater, solid bedrock, or landslide hazard areas), the land may not be viable for development. Applications seeking an infiltration exception must provide the following:
 - a. Evidence (e.g. infiltration testing by a qualified professional) that the site's soils are not viable for infiltration.
 - b. Technical and legal documentation required to meet downstream property conveyance and infiltration:

1. Identify an adjacent or nearby downstream property which has capacity to meet the infiltration requirements in sub-chapter 13.01.050.C.1 (Infiltration and Conveyance Requirements), the applicant may propose on-site water quality treatment consistent with sub-chapter 13.01.050.D (BMP Design) on the developed site with conveyance to the downstream property to meet the infiltration requirements.
 2. The conveyance from the site to the downstream property must be adequate to convey the 10-yr design storm event with no impact to adjacent properties, and all other design criteria in this sub-chapter (13.01.050) must be met, including the 100-yr downstream overflow route.
 3. Owner approval, a permanent easement, and maintenance agreement of the downstream property for the BMP(s) will be required.
- iii. BMP Exception. Applications of stormwater facilities which do not conform to the proposed application shall describe why the prescribed BMP application is not feasible. For example, a Roadside Swale BMP is not identified as suitable for concentrated runoff from a roof. Exceptions may be approved only when the proposed BMP is the only viable means of avoiding a previously described Infiltration Exception.

CITY OF MOSIER WATER/WASTEWATER

STATUS REPORT – AUGUST 25, 2026

To: Andrea Rogers - City Manager, City of Mosier
Stoner Bell - City Engineer, Bell Engineering
Developed by: Chris McCalib, President – TEC
Submitted: August 25, 2026



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1 EXECUTIVE SUMMARY

1.1 COMPLIANCE

The Mosier Wastewater Treatment Plant (WWTP) permit effluent limits for Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS), concentration, and mass loading, are currently under Wet Weather Criteria. The allowable concentrations for BOD and TSS are 30 mg/L on a monthly average and 45 mg/L on a weekly average. The allowable mass loading for BOD and TSS is 21 lbs./day on a monthly average and 32-lbs./day on a weekly average. Required minimum percent reduction of BOD and TSS through the treatment facility is 85%. The new UV system is fully functional and running very well.

During the first two quarters, the wastewater plant averaged 99% BOD removal and 98% TSS removal. The plant met compliance for all permit-required tests.

1.2 HEALTH AND SAFETY

The project site has been operating for 510 consecutive days without a lost time accident at the time of this report's submittal.

The site hosts daily safety and staff meetings, which include reviewing daily operations and presenting a variety of safety topics. The site staff provides daily safety tailgates during the morning meetings.

1.3 SUSTAINABILITY

The staff provides continuous recycling of gloves, cardboard, plastics, paper, and glass.

2 WASTEWATER OPERATIONS

2.1 TREATMENT SUMMARY

All permit requirements were met for the first two quarters and July/August with no instances of non-compliance.

2.2 OPERATIONS AND MAINTENANCE SUMMARY

The regularly scheduled preventive maintenance tasks were performed during the quarter. Generator power transfer tests under load were also performed on a weekly basis. The activated sludge mean cell residence times (MCRT), mixed liquor suspended solids (MLSS), and system inventory are calculated on a weekly basis to maintain proper process control. Trying to maintain 3,000 mg/L as per RH2 engineering design. SCADA alarm win 911 system was reconfigured by the Cities on-call control service group. Other points of interest:

- TEC has incorporated the on-call person to view the Mosier Water SCADA programs while reviewing the computer during the on-call service at Cascade locks.
- Several TEC computers were configured to be able to view the water SCADA system for remote monitoring.
- the WINN 911 alarm system was rebooted to become functional and operational for system alarms.
- Plant operations attention has doubled for staffing considerations during the WWTP upgrade project.
- Plant wasting and solids management has been a major challenge to manage due to losing the plants skimming ability and digester tankage.
- Manufacture equipment start up steps are in place and hoping to have completed in the next few weeks to flip to the new side of the plant upgrades and system.

2.3 FATS, OILS, AND GREASE (FOG) CONCERNS

The facility has been negatively impacted by fats, oils, and grease (FOG) coming into the treatment facility. Color changes of the influent happened several times every month. Once the headwork equipment is looked at for replacement in the near future it should be evaluated to address FOG removal capabilities in the new equipment selection.

2.4 BIOSOLIDS HAULING

In place of wasting of WAS solids for thickening the plants solids have had to be wasted directly from the WWTP into a tanker for removal. This has caused temporary increase of solids disposal amounts and costing. With the new digester coming back online it is expected to help bring solids back inline with normal disposal amounts or better than previous amounts before the plant improvements.

3 WATER OPERATIONS

3.1 WATER SUMMARY

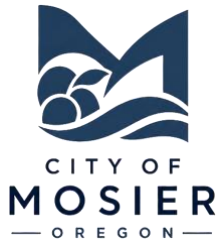
The low-pressure issue and multiple alarm call outs happened in July and August. System issues that still plaque the system with repetitive alarm conditions are:

- Loss of power to the City Grid and system. Well #4 generator was functional during two of the power outage events.
- VFD overload conditions.
- VFD undervoltage conditions
- Clay valve control functionality issues. Well 4 clay valve operation, settings, and troubleshooting was completed by Chris in July via phone support by the factory.
- Communications failures between the sites and pathway to the WWTP SCADA computer.
- Internet service dependability issues to receive alarms and process them for staff call outs.

- NW controls changes has helped in regard to the dialer and control issues.
- Well #5 project has been approved by the State and final testing steps.
- Clay valve maintenance pricing proposal is being requested for system service.
- Generator maintenance will be scheduled prior to fall season.
- BacT tests continue to pass with no presence of any detectable bacteria.

3.2 OPERATIONS AND MAINTENANCE SUMMARY

Daily rounds were performed during normal weekday operations. The daily rounds include inspection and documentation of flows, equipment operations, leak inspection, security checks, storage tanks, Pressure Relief Valves (PRVs), and chemical feed systems. The chlorine residual is checked at multiple sites



City of Mosier Staff Report

Reported By:	Colleen Coleman
Date:	09/02/2026
Agenda Item:	Washington Street Intent to Award and Contract Signatory Resolution
Fiscal Impact:	Approximately \$250,000 (grant funded)
Duration:	9/8/26 start to 11/13/2026 substantial completion
Recommendation:	Approve the award and contract resolution

Summary: The City and Project Engineer have selected Wickwire Construction as the qualified low bidder for the Washington Street Sidewalk project construction.

Proposal: Based on the project engineer's (Riston Andrews from Bell Design) review, Wickwire Contracting, LLC to was found to be the lowest responsive and responsible bidder. Bell Design (BDC) recommends that the City Council approve the attached resolution stating its intent to award the Washington Street Sidewalk Project to Wickwire Contracting, LLC in the corrected bid amount of \$172,735, which includes the Base Bid and Additive Bid Nos. 1 and 2, contingent upon Wickwire satisfying all applicable contracting requirements, including insurance and bonding. **The corrected bid amount is approximately 26% below the Engineer's Estimate of \$233,455.**

Fiscal Impact: Provide a clear summary of financial implications.

- Total Cost (Engineering plus Construction): **\$257,690 – \$24,200 (Bid Alt #1) = \$233,490**
- Budgeted: \$250,000
- Funding Source: ODOT SCA Grant of \$250,000

Staff Recommendation: Approve the attached Resolution # ____ to Award the Washington Street Construction Contract to Wickwire Contracting, LLC and allow the City Manager to sign the final contract documents.

Proposed Motion: "I move to approve the attached Resolution # ____ to award the Washington Street Construction contract to Wickwire Contracting, LLC and allow the City Manager to sign the final contract documents."

Attachments: List all supporting documents:

- Contract Resolution
- Engineer's Recommendation of Award
- Proposed Contract with Wickwire Contracting, LLC



BELL DESIGN CO.

Civil Engineering & Land Surveying

August 26, 2026

Andrea Rogers
City Manager
City of Mosier
208 Washington St
Mosier, OR 97040

Subject: RECOMMENDATION OF INTENT TO AWARD: CITY OF MOSIER – WASHINGTON STREET SIDEWALK PROJECT

Dear Andrea;

On August 19, 2026, bids for the above-referenced project were opened at Bell Design Company. A total of seven bids were received. Following bid opening, Bell Design Company reviewed the bid items and totals. Arithmetic errors were identified in Wickwire Contracting, LLC's Bid Form, including the total price for Bid Item No. 10 and the stated Base Bid Total. These arithmetic errors were corrected in accordance with the Bidding Documents, with no changes made to the bidder's stated unit prices. The resulting corrected bid amount, including the Base Bid and Additive Bid Nos. 1 and 2, is \$172,735. The required addendum was acknowledged.

As part of our responsibility review, BDC reviewed Wickwire Contracting's licensing and qualifications and contacted references for comparable public works projects. The references received were positive and confirmed satisfactory performance on similar public works projects, including concrete, ADA improvements, storm drainage, paving, and related work. Wickwire Contracting, LLC is also in good standing with the Oregon Construction Contractors Board, with no outstanding disciplinary issues identified.

Based on our review, BDC considers Wickwire Contracting, LLC to be the lowest responsive and responsible bidder and recommends that the City Council issue a resolution stating its intent to award the Washington Street Sidewalk Project to Wickwire Contracting, LLC in the corrected bid amount of \$172,735, which includes the Base Bid and Additive Bid Nos. 1 and 2, contingent upon Wickwire satisfying all applicable contracting requirements, including insurance and bonding. The corrected bid amount is approximately 26% below the Engineer's Estimate of \$233,455.

Bell Design Company further recommends that the City Council grant administrative authority to the City Administrator to execute the contract with Wickwire Contracting, LLC on behalf of the City once all contracting requirements have been satisfied.

If you have any questions, please do not hesitate to contact me at (509) 493-3886.

Sincerely,

Riston Andrews, PE
Bell Design Company

Attachments

1. Bid Tab (Contractor's Bid Proposal)
2. Bid Matrix
3. Construction Contractors Board Report for Wickwire Contracting, LLC



RESOLUTION NO. 2026-11

A RESOLUTION OF THE CITY OF MOSIER

AWARD OF THE WASHINGTON STREET CONSTRUCTION CONTRACT

The Mosier City Council, acting as the Contracting Agency for the City of Mosier, makes the following findings:

WHEREAS, The City received a \$250,000 grant from Oregon Dept. of Transportation (ODOT) Small Cities Allotment fund to build a sidewalk on the East side of Washington Street between Highway 30 and 3rd Avenue.

WHEREAS, The project has been designed by the contract project engineer to meet Mosier TSP, stormwater and ODOT design standards.

WHEREAS, The project has been permitted and approved by ODOT.

WHEREAS, The City published a public bid through OR state procurement rules and Wickwire Contracting, LLC met all construction qualifications and submitted the lowest bid at \$172,735 for the combined Base Bid (sidewalk and bioswale), Alternate 1 (208 Main, LLC utilities) and Alternate 2 (ADA ramps at Hwy 30 & Washington Street).

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

Section 1: City Council shall award the Washington Street Construction Contract to Wickwire Contracting, LLC.

Section 2: City Council shall allow the City Manager to sign the final contract documents.

Effective Date: 9/2/2026

INTRODUCED AND AWARDED on this 2nd day of September 2026

Witt Anderson, Mayor

Amy Szilagyi, City Recorder

CITY OF MOSIER
WASHINGTON STREET SIDEWALK PROJECT
BASE BID FORM

ITEM NO.	QTY TYPE	TOTAL QTY	UNIT	ITEM	COST PER UNIT	TOTAL COST
1		1	LS	MOBILIZATION	\$ 35990	\$ 35990
2		1	LS	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	\$ 2500	\$ 2500
3		1	LS	EROSION CONTROL	\$ 2500	\$ 2500
4		1	LS	POLLUTION CONTROL PLAN	\$ 1200	\$ 1200
5		1	LS	CONSTRUCTION SURVEY WORK	\$ 7500	\$ 7500
6		1	LS	DEMO	\$ 2500	\$ 2500
7		1	LS	TREE PROTECTION ZONE	\$ 500	\$ 500
8	NG	1	EA	ADJUST EXISTING HYDRANT	\$ 2500	\$ 2500
9	NG	10	CY	ROCK EXCAVATION	\$ 150	\$ 1500
10		144	SF	GABION RETAINING WALL	\$ 100	\$ 11400
11		24	TON	4-INCH LEVEL 2, 1/2 INCH DENSE ACP	\$ 275	\$ 6600
12		815	SF	CONCRETE WALKS - 4 INCH	\$ 14	\$ 11410
13		2	EA	20 FT CONCRETE DRIVEWAY - 6 INCH	\$ 4500	\$ 9000
14		1	LS	ADA CURB RAMP - WA ST. & 3RD AVE.	\$ 15	\$ 3525
15		1	LS	PLANTER SWALES	\$ 30000	\$ 30000
<u>CONSTRUCTION GRAND TOTAL BASE BID</u>						\$ 95395

NG = These items are considered Non-Guaranteed, the quantities and measurement lengths for these pay items are estimated and are not guaranteed. Do not include overhead & profit in non-guaranteed items. These items may be completely removed from the contract.

CITY OF MOSIER

WASHINGTON STREET SIDEWALK PROJECT

ALTERNATIVE ADDITIVE BID FORM #1 - UTILITY SERVICES

ITEM NO.	QTY TYPE	TOTAL QTY	UNIT	ITEM	COST PER UNIT	TOTAL COST
ALTERNATIVE ADDITIVE BID #1						
1		1	LS	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	\$ 1999	\$ 1999
2		1	LS	CONSTRUCTION SURVEY WORK	\$ 1999	\$ 1999
3		1	LS	DEMO	\$ 1999	\$ 1999
4		4	TON	4-INCH LEVEL 2, 1/2 INCH DENSE ACP	\$ 309	\$ 1209
5		2	EA	2 INCH WATER SERVICE - INCL. TRENCHING & APPURTENANCES W/O METER	\$ 5000	\$ 10,000
6		2	EA	4 INCH SANITARY SEWER - INCL. TRENCHING & APPURTENANCES	\$ 5000	\$ 10,000
TOTAL ALTERNATIVE ADDITIVE BID #1						\$ 24,200

CITY OF MOSIER

WASHINGTON STREET SIDEWALK PROJECT

ALTERNATIVE ADDITIVE BID FORM #2 - WORK IN ODOT ROW

ITEM NO.	QTY TYPE	TOTAL QTY	UNIT	ITEM	COST PER UNIT	TOTAL COST
ALTERNATIVE ADDITIVE BID #2						
1		1	LS	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	\$ 4500	\$ 4500
2		1	LS	CONSTRUCTION SURVEY WORK	\$ 1000	\$ 1000
3		1	LS	DEMO	\$ 1000	\$ 1000
4		24	TON	4-INCH LEVEL 2, 1/2 INCH DENSE ACP	\$ 275	\$ 6600
5		1	LS	ADA CURB RAMPS - WA ST. & HWY 30	\$ 5000	\$ 5000
TOTAL ALTERNATIVE ADDITIVE BID #2						\$ 18100

CITY OF MOSIER - WASHINGTON STREET SIDEWALK PROJECT BID MATRIX - BASE BID					Engineers Estimate		LOWEST BID Wickwire Contracting		2ND LOWEST BID Crestline Construction		3RD LOWEST BID Artistic Excavation		4TH LOWEST BID Ajax Northwest		5TH LOWEST BID Western United Civil Group		6TH LOWEST BID Jones Excavation		7TH LOWEST BID Wildish	
ITEM NO.	QTY TYPE	TOTAL QTY	UNIT	ITEM	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST
Base Bid																				
1		1	LS	MOBILIZATION	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$8,000.00	\$8,000.00	\$18,260.00	\$18,260.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
2		1	LS	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,800.00	\$5,800.00	\$1,750.00	\$1,750.00	\$1,500.00	\$1,500.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00
3		1	LS	EROSION CONTROL	\$6,400.00	\$6,400.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$2,750.00	\$2,750.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
4		1	LS	POLLUTION CONTROL PLAN	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$400.00	\$400.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00
5		1	LS	CONSTRUCTION SURVEY WORK	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$2,900.00	\$2,900.00	\$2,950.00	\$2,950.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
6		1	LS	DEMO	\$16,280.00	\$16,280.00	\$2,500.00	\$2,500.00	\$5,800.00	\$5,800.00	\$7,759.00	\$7,759.00	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$48,000.00	\$48,000.00	\$20,000.00	\$20,000.00
7		1	LS	TREE PROTECTION ZONE	\$7,250.00	\$7,250.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
8	NG	1	EA	ADJUST EXISTING HYDRANT	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$1,250.00	\$1,250.00	\$900.00	\$900.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00
9	NG	10	CY	ROCK EXCAVATION	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$125.00	\$1,250.00	\$300.00	\$3,000.00	\$90.00	\$900.00	\$500.00	\$5,000.00	\$550.00	\$5,500.00	\$200.00	\$2,000.00
10		144	SF	GABION RETAINING WALL	\$70.00	\$10,080.00	\$100.00	\$14,400.00	\$105.00	\$15,120.00	\$69.00	\$9,936.00	\$105.00	\$15,120.00	\$130.00	\$18,720.00	\$150.00	\$21,600.00	\$70.00	\$10,080.00
11		24	TON	4-INCH LEVEL 2, 1/2 INCH DENSE ACP	\$430.00	\$10,320.00	\$275.00	\$6,600.00	\$1,100.00	\$26,400.00	\$700.00	\$16,800.00	\$500.00	\$12,000.00	\$540.00	\$12,960.00	\$400.00	\$9,600.00	\$350.00	\$8,400.00
12		815	SF	CONCRETE WALKS - 4 INCH	\$23.00	\$18,745.00	\$14.00	\$11,410.00	\$16.00	\$13,040.00	\$25.00	\$20,375.00	\$15.00	\$12,225.00	\$16.00	\$13,040.00	\$20.00	\$16,300.00	\$30.00	\$24,450.00
13		2	EA	20 FT CONCRETE DRIVEWAY - 6 INCH	\$7,180.00	\$14,360.00	\$4,500.00	\$9,000.00	\$6,400.00	\$12,800.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,500.00	\$11,000.00	\$2,500.00	\$5,000.00	\$9,000.00	\$18,000.00
14		1	LS	ADA CURB RAMP - WA ST. & 3RD AVE.	\$7,910.00	\$7,910.00	\$15.00	\$3,525.00	\$5,000.00	\$5,000.00	\$5,999.00	\$5,999.00	\$4,050.00	\$4,050.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00
15		1	LS	PLANTER SWALES	\$39,900.00	\$39,900.00	\$30,000.00	\$30,000.00	\$35,250.00	\$35,250.00	\$48,530.00	\$48,530.00	\$75,000.00	\$75,000.00	\$22,000.00	\$22,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
TOTAL ESTIMATED COST BASE BID						\$161,245.00		\$130,435.00		\$138,760.00		\$150,759.00		\$158,595.00		\$159,720.00		\$198,500.00		\$222,530.00

CITY OF MOSIER - WASHINGTON STREET SIDEWALK PROJECT BID MATRIX - BID ALTERNIVE #1					Engineers Estimate		LOWEST BID Wickwire Contracting		2ND LOWEST BID Crestline Construction		3RD LOWEST BID Artistic Excavation		4TH LOWEST BID Ajax Northwest		5TH LOWEST BID Western United Civil Group		6TH LOWEST BID Jones Excavation		7TH LOWEST BID Wildish	
ITEM NO.	QTY TYPE	TOTAL QTY	UNIT	ITEM	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST
Alt. 1																				
1		1	LS	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00	\$250.00	\$250.00	\$500.00	\$500.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
2		1	LS	CONSTRUCTION SURVEY WORK	\$2,150.00	\$2,150.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$950.00	\$950.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$500.00	\$500.00
3		1	LS	DEMO	\$1,610.00	\$1,610.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00
4		4	TON	4-INCH LEVEL 2, 1/2 INCH DENSE ACP	\$430.00	\$1,720.00	\$300.00	\$1,200.00	\$1,100.00	\$4,400.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$540.00	\$2,160.00	\$400.00	\$1,600.00	\$350.00	\$1,400.00
5		2	EA	2 INCH WATER SERVICE - INCL. TRENCHING & APPURTENANCES W/O M	\$5,110.00	\$10,220.00	\$5,000.00	\$10,000.00	\$8,500.00	\$17,000.00	\$4,100.00	\$8,200.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$4,000.00	\$8,000.00	\$3,500.00	\$7,000.00
6		2	EA	4 INCH SANITARY SEWER - INCL. TRENCHING & APPURTENANCES	\$7,100.00	\$14,200.00	\$5,000.00	\$10,000.00	\$4,550.00	\$9,100.00	\$5,230.00	\$10,460.00	\$8,000.00	\$16,000.00	\$5,000.00	\$10,000.00	\$7,500.00	\$15,000.00	\$5,500.00	\$11,000.00
Total Estimated Cost Additive Bid #1						\$32,900.00		\$24,200.00		\$35,800.00		\$25,360.00		\$38,500.00		\$39,160.00		\$30,700.00		\$21,600.00
Total Estimated Cost Base Bid						\$161,245.00		\$130,435.00		\$138,760.00		\$150,759.00		\$158,595.00		\$159,720.00		\$198,500.00		\$222,530.00
Total Estimated Cost Base Bid + Additive Bid #1						\$194,145.00		\$154,635.00		\$174,560.00		\$176,119.00		\$197,095.00		\$198,880.00		\$229,200.00		\$244,130.00

CITY OF MOSIER - WASHINGTON STREET SIDEWALK PROJECT BID MATRIX - BID ALTERNIVE #2					Engineers Estimate		LOWEST BID Wickwire Contracting		2ND LOWEST BID Western United Civil Group		3RD LOWEST BID Ajax Northwest		4TH LOWEST BID Artistic Excavation		5TH LOWEST BID Crestline Construction		6TH LOWEST BID Wildish		7TH LOWEST BID Jones Excavation	
ITEM NO.	QTY TYPE	TOTAL QTY	UNIT	ITEM	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST
Alt. 2																				
1		1	LS	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$8,250.00	\$8,250.00	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
2		1	LS	CONSTRUCTION SURVEY WORK	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$1,900.00	\$1,900.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
3		1	LS	DEMO	\$7,910.00	\$7,910.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$8,350.00	\$8,350.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$16,400.00	\$16,400.00
4		24	TON	4-INCH LEVEL 2, 1/2 INCH DENSE ACP	\$430.00	\$10,320.00	\$275.00	\$6,600.00	\$540.00	\$12,960.00	\$500.00	\$12,000.00	\$840.00	\$20,160.00	\$1,100.00	\$26,400.00	\$350.00	\$8,400.00	\$400.00	\$9,600.00
5		1	LS	ADA CURB RAMPS - WA ST. & HWY 30	\$12,580.00	\$12,580.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$8,250.00	\$8,250.00	\$13,500.00	\$13,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
Total Estimated Cost Additive Bid #2						\$39,310.00		\$18,100.00		\$28,460.00		\$34,600.00		\$46,310.00		\$63,800.00		\$23,400.00		\$53,000.00
Total Estimated Cost Base Bid						\$161,245.00		\$130,435.00		\$159,720.00		\$158,595.00		\$150,759.00		\$138,760.00		\$222,530.00		\$198,500.00
Total Estimated Cost Base Bid + Additive Bid #2						\$200,555.00		\$148,535.00		\$188,180.00		\$193,195.00		\$197,069.00		\$202,560.00		\$245,930.00		\$251,500.00

CITY OF MOSIER - WASHINGTON STREET SIDEWALK PROJECT BID MATRIX - ALL BIDS					Engineers Estimate		LOWEST BID Wickwire Contracting		2ND LOWEST BID Artistic Excavation		3RD LOWEST BID Western United Civil Group		4TH LOWEST BID Ajax Northwest		5TH LOWEST BID Crestline Construction		6TH LOWEST BID Wildish		7TH LOWEST BID Jones Excavation	
ITEM NO.	QTY TYPE	TOTAL QTY	UNIT	ITEM	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Estimated Cost Base Bid						\$161,245.00		\$130,435.00		\$150,759.00		\$159,720.00		\$158,595.00		\$138,760.00		\$222,530.00		\$198,500.00
Total Estimated Cost Alternative Bid #1						\$32,900.00		\$24,200.00		\$25,360.00		\$39,160.00		\$38,500.00		\$35,800.00		\$21,600.00		\$30,700.00
Total Estimated Cost Alternative Bid #2						\$39,310.00		\$18,100.00		\$46,310.00		\$28,460.00		\$34,600.00		\$63,800.00		\$23,400.00		\$53,000.00
Total Estimated Cost All Bids						\$233,455.00		\$172,735.00		\$222,429.00		\$227,340.00		\$231,695.00		\$238,360.00		\$267,530.00		\$282,200.00



CCB License Summary:

WICKWIRE CONTRACTING LLC

About this Business

License #: 243625
 Status: Active
 First Licensed: 1/9/2023

[Learn more about this business](#)

Unpaid Debt (Covers past 10 years)

Unpaid Claims  \$0.00
 Unpaid Civil Penalties  \$0.00

Complaint History (Covers past 10 years)

Any complaints (claims) filed against this contractor? **No**

Disciplinary History (Covers past 10 years)

Any civil penalties or other sanctions (license suspensions)? **No**

Administrative Suspensions (Covers past 10 years)

Has the CCB ever suspended this contractor for lack of bond/insurance? **No**

Find License Information from Other Agencies

Plumbing and Electrical Licenses [Building Codes Division](#)
 Landscape Businesses Licenses [Landscape Contractor Board](#)
 Workers' Compensation Insurance [Department of Consumer and Business Services](#)

[CCB Home](#) | [CCB License Search](#)

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**BUSINESS DETAIL**

Licensee : **WICKWIRE CONTRACTING LLC** Address : 84904 EDENVALE RD PLEASANT HILL OR 97455
 License No. : 243625 License Status: Active
 Date First Licensed : 1/9/2023 Expiration Date: 1/9/2027
 Entity Type : Limited Liability Company Phone : (541) 852-7525
 Endorsement Type :
 Commercial General Contractor Level 2
 Workers' Compensation/Independent Contractor Status : Nonexempt

ADDITIONAL BUSINESS LICENSES AND CERTIFICATIONS

CERTIFIED LEAD-BASED PAINT RENOVATION (LBPR) CONTRACTOR LICENSE: NO
Required to bid and work on pre-1978 residential structures.

OTHER BUSINESS INFORMATION**WORKERS' COMPENSATION INSURANCE INFORMATION**

<u>Coverage</u>	<u>Carrier</u>	<u>Policy No.</u>
Employee	ACUIITY	ZQ6933
Personal Election	None	None

The CCB does not receive automatic notification of changes to workers' compensation coverage status. Current Oregon coverage status can be confirmed through the [Oregon Workers' Compensation Division](#).

LIABILITY INSURANCE INFORMATION ([History](#))

<u>Company</u>	<u>Amount</u>	<u>Expiration Date</u>
ACADIA INSURANCE COMPANY	\$1,000,000.00	3/24/2027

SURETY BOND INFORMATION ([History](#))

<u>Type</u>	<u>Company</u>	<u>Amount</u>	
Residential	None	None	None
Commercial	JET INSURANCE COMPANY	\$25,000.00	Continuous until cancelled

ASSOCIATED INDIVIDUALS

Member (Limited Liability Company)	WICKWIRE, TANNER KENT
RMI Owner	WICKWIRE, TANNER KENT

Click [here](#) to see past associated individuals' names.

ASSUMED BUSINESS NAMES(S)

None

Click [here](#) to see past assumed business names.

[BACK](#)

EXHIBIT A

- 2.2 All asphalt surfacing shall be complete on or before **October 30, 2026**. The Work shall be

substantially complete on or before **November 13, 2026**, and complete and ready for final payment in accordance with the General Conditions on or before **November 27, 2026**.

3. Performance and Payment Bonds

Concurrently with the execution of this contract, and as a condition to the validity of this contract, Contractor shall furnish the payment and performance bonds to the City in the forms specified and with a surety satisfactory to City in the penal sum equal to the Contract Price in Recital C, conditioned upon the faithful performance of this contract upon the part of the Contractor.

4. Authority of Contracting Officer

The Contracting Agent for this contract is Andrea Rogers, City Manager. The Contracting Agent shall have the authority to act on behalf of the City in the administration and interpretation of this contract.

5. Responsibilities of City

City will provide information, documents, materials, and services within the possession or control of City and are required by Contractor for performance of the services. City shall cooperate fully with Contractor to achieve the objectives of this contract. Copying or reproduction fees may apply.

6. Payment

City shall pay Contractor for completion of the work in accordance with the Conditions for Public Improvement Contracts (Exhibit B), General Conditions, Contractor's bid, and ORS 279C.550 to 279C.570.

7. Warranties

Contractor shall warrant the work for a period of two years from the date of final acceptance by the City and shall retain the performance bond in full force until the end of the 2-year warranty period.

8. Compliance with Law

The provisions of this contract shall be construed in accordance with the laws of the State of Oregon. Contractor agrees, while providing services covered by this contract, Contractor will comply with all applicable state, federal and local laws, rules, regulations and ordinances including, but not limited to, the laws and rules cited in this paragraph. Any provision of this contract in conflict with applicable laws, rules, regulations or ordinances is void.

9. Ownership of Documents

All documents prepared by Contractor pursuant to this contract are the property of City.

10. Records

Contractor shall keep proper books of account and other records pertaining to the services Contractor provides to City. The books and records shall be made available at a location reasonably accessible to City, who may inspect all such books and records, at reasonable times, to verify Contractor's compliance with this contract. City shall have the right to request an annual audit of Contractor's books and records by a certified public accountant chosen by City to determine Contractor's

compliance with the terms of this contract. The cost of the audit shall be borne by City.

11. Default

A default occurs under any of the following circumstances:

- 11.1 If the Contractor: (a) fails to begin the work under contract within the time specified; (b) fails to perform the work with sufficient workers or equipment or with sufficient materials to ensure the prompt completion of the project; (c) neglects or refuses to remove materials or perform anew any work that is rejected as defective or unsuitable; or (d) discontinues the prosecution of the work.
- 11.2 If the Contractor: (a) becomes insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency; (b) allows any final judgment to stand against the Contractor unsatisfied for a period of 48 hours; or (c) makes an assignment for the benefit of creditors.
- 11.3 If either party fails to perform any act or obligation required of that party by this contract within ten days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice is of such a nature it cannot be completely cured within the ten-day period, no default occurs if the party receiving the notice begins performance of the act or obligation within the ten-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- 11.4 Notwithstanding subparagraphs 11.1 through 11.3, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this agreement.

12. Remedies

If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law. All remedies are cumulative.

- 12.1 In addition to the rights and remedies to which the City may be entitled by law for the enforcement of its rights under this contract, City has full power and authority, without violating this contract, to take the prosecution of the work from the Contractor, and appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may cause a contract for the completion of this contract according to its terms and provisions, or use such methods as required for the completion of the contract, in any acceptable manner. All costs and charges incurred by the City together with the costs of completing the work under the contract shall be deducted from any money due or which shall become due the Contractor. In case the expense so incurred by the City is less than the sum that would have been payable under the contract if it had been completed by the Contractor, then the Contractor is entitled to receive the difference less any damages for delay to which the City may be entitled. In case the expense exceeds the sum that would have been payable under the contract, the Contractor and the surety are liable and agree to and shall pay the City the amount of the excess with damages for delay of performance, if any.
- 12.2 Any litigation arising out of this contract shall be conducted in the Circuit Court of the State of Oregon for Wasco County.
- 12.3 Contractor and City recognize time is of the essence of this Contract and the City and public will

be damaged if the work is not completed within the times specified in paragraph 2.2 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties agree the amount of damages to the City and public will be difficult to determine. Therefore, Contractor agrees to pay the amount of liquidated damages specified below or if no liquidated damages are specified, Contractor will be liable to the City for whatever damages the City may actually establish. Liquidated damages will be measured not only by direct losses to the City as a result of the delay, but intangible losses to the general public such as loss of use. Liquidated damages are assessed for each calendar day of delay, including holidays and weekends and run until the Project is substantially complete, regardless of whether the Contractor or a replacement Contractor achieves substantial completion. Liquidated damages are intended to compensate the City and public for Contractor's delay in completion of the work. The City has the right to recover additional damages not solely based on delay in addition to liquidated damages, such as the excess costs of reprourement or completion, the costs of restoring uncompleted work, and costs paid to replacement contractors or City's own employees for completion of the work. Permitting Contractor to complete the work is not a waiver of this provision. The City may retain liquidated damages from any payment or retainage due to Contractor. Payment or assessment of liquidated damages does not release Contractor's obligation to fulfill the entire Contract.

Liquidated damages shall be \$1,000.00 per day for each day beyond the date specified for Substantial Completion the work of the contract is not complete.

13. Termination and Suspension

The City may terminate or suspend this contract for public interest reasons in accordance with ORS 279C.650 to 279C.665.

14. Notices

Any notice required to be given under this contract or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered or certified mail, or by any other manner prescribed by law. Notices to City and notices to the Contractor shall be addressed as indicated above.

15. Assignment

City and Contractor, and the respective successors, administrators, assigns, and legal representatives of each, are bound by this contract to the other party to this contract and to the partners, successors, administrators, assigns, and legal representatives of such other party. Contractor shall not assign or subcontract Contractor's rights or obligations under this contract without prior written consent of City. Except as stated in this subparagraph, nothing in this contract shall be construed to give any rights or benefits to anyone other than City and Contractor.

16. City Benefits

This contract is not intended to entitle the principals or employees of Contractor to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this contract are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

17. Severability

If any provision of this contract is held to be invalid or illegal, the invalidity or illegality shall not affect any other provisions of this contract, and this contract shall be construed as if the invalid or illegal provision had never been included in the contract.

18. Modification

No modification of this contract is valid unless in writing and signed by the parties.

19. No Waiver

No term or provision of this contract is deemed waived and no breach excused, unless the waiver is written and signed by the party claimed to have made the waiver. Any waiver of a breach does not constitute a waiver of any other different or subsequent breach.

20. Prior Agreements

The contract documents constitute the entire, final and complete agreement of the parties pertaining to the services, and supersede and replace all prior and existing written or oral understandings except as otherwise continued in effect by the terms of this contract.

CONTRACTOR

By:

Title:

Signature:

Date:

Fed ID #:

CITY

By:

Title:

Signature:

Date:

CITY OF MOSIER
WASHINGTON STREET SIDEWALK PROJECT
CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
EXHIBIT B

1. CONTRACTOR'S INSURANCE AND INDEMNITY.

1.1. Comprehensive General or Commercial Liability: Contractor shall, at Contractor's own expense, at all times during the term of this agreement, maintain in force a comprehensive or commercial general liability policy including coverage for contractual liability for obligations assumed under this Contract, blanket contractual liability, products and completed operations, City's and Contractor's protective insurance and comprehensive automobile liability including owned and non-owned automobiles. The liability under each policy shall be a minimum of \$5,000,000.00 combined single limits for bodily injury and property damage. Liability coverage shall be provided on an occurrence not claims basis. "The City of Mosier, its officers, employees, and agents" and "Bell Design Company" shall be named as additional insured. Certificates of insurance acceptable to the City shall be filed with the City prior to the commencement of any services by contractor under this agreement. These certificates shall contain provision that coverage afforded under the policies can not be cancelled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

1.2. Workers' Compensation: All employers, including contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless the employer is exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

1.3. Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage and the City's insurance is excess and solely for damages or losses for which the City is responsible.

1.4. Indemnification: Contractor agrees to defend, indemnify, and save City, its officer, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person or damage to property, of whatsoever nature arising out of or incident to the performance of this agreement by Contractor (including, but not limited to, Contractor's employees, agents, and others designated by Contractor to perform work or services attendant to this agreement). Contractor shall not be held responsible for damages caused by the negligence of City. Contractor agrees it will be solely responsible for any damage or trespass to or upon adjacent property or injury thereto resulting from or in connection with Contractor's operation, and Contractor will defend, indemnify, and hold the City harmless from any claim, liability, or obligation arising from such entry or trespass.

2. PAYMENTS OF LABORERS; PAYMENT OF CLAIMS; HOURS OF LABOR; PAYMENT OF MEDICAL CARE AND WORKER'S COMPENSATION.

2.1 ORS 279C.505(1) Payment of Laborers and Suppliers, etc.

2.1.1 Contractor shall make payment promptly, as due, to all persons supplying

the Contractor labor or material for the performance of the work provided for in this Contract.

2.1.2 Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract.

2.1.3 Contractor shall not permit any lien or claim to be filed or prosecuted against the state, or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.

2.1.4 Contractor shall pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2.2 ORS 279C.515 Payment of Claims by Public Officers, etc.

2.2.1 If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the City may pay the claim to the persons furnishing the labor or services and charge the account of the payment against funds due or to become due the contractor under this Contract.

2.2.2 If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract within 30 days after receipt of payment from the City or a contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as provided in ORS 279C.515(2).

2.2.3 The following provision applies to this Contract and every contract related to this Contract: "If Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580."

2.2.4 Payment of a claim in the manner authorized in this section does not relieve the Contractor or the contractor's surety from obligation with respect to any unpaid claims.

2.3 ORS 279C.520, 279C.540, and 279C.545 Maximum Hours of Labor and Overtime

2.3.1 No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay pursuant to ORS 279C.520(1) and 279C.540(1).

2.3.2 All employers must give notice to employees who work on this Contract or any contract related to this Contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

2.3.3 Claims for overtime are subject to the time limits on ORS 279C.545.

2.4 ORS 279C.530 Payment of Medical Care and Providing Workers' Compensation

2.4.1 Contractor shall promptly, as due, make payments to any person, partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

2.4.2 All employers working under this Contract are either subject employers that will comply with ORS 656.017 or are exempt under ORS 656.126.

3. DRUG TESTING PROGRAM. Contractor shall demonstrate that an employee drug testing program is in place pursuant to ORS 279C.505(2). Contractor's execution of the attached Certification satisfies this provision.

4. INSPECTION. Bell Design Company shall be the Engineer for this project in accordance with the provisions of the General Conditions Article 9. The Engineer or its designated representative will be the resident project representative per article 9.03 of the General Conditions.

5. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out the provisions of the Contract Documents, or in exercising any power or authority granted to the contractor by the contract, the Contractor agrees there will be no liability upon the officials, officers, or employees of the City, either personally or as officials of the City; it being always understood that in such matters they act as the agents and representatives of the City.

6. NO BUSINESS LICENSE REQUIRED. No business license is required at this time.

7. SUBLETTING OR ASSIGNMENT OF CONTRACT. The Contractor agrees not to assign, transfer, convey, or otherwise dispose of the Contract or any right, title, or interest either in whole or in part, or the Contractor's power to execute such Contract to any other person, firm, or corporation, or to subcontract any part of the work without the previous consent in writing of the City.

It is understood and agreed, if any part of the work to be done under the Contract is subcontracted, the subcontracting shall be done in accordance with, and the Contractor shall be bound by, the following provisions:

7.1. All subcontracts shall be in writing and shall provide all work to be performed shall be conducted and performed in accordance with the terms of the prime contract. Upon request, certified copies of any or all subcontracts shall be furnished to the City's representative.

7.2. In case the work being done or to be done under any subcontract is not conducted in a manner satisfactory to the City's representative, Contractor shall, upon written notice to this effect, cause such subcontract to be terminated, and the sub-contractor and the sub-contractor's employees to be removed from the work. Any loss or damage that may be suffered on account of such action shall be borne by the Contractor.

7.3. The Contractor agrees it is as fully responsible to City for the acts and omissions of sub-contractors and of persons either directly or indirectly employed by them as Contractor is for the acts and omissions of the Contractor's own employees. Nothing contained in the Contract Documents shall create any contractual relationship between any sub-contractor and the City.

7.4 Contractor shall certify that all subcontractors performing construction work as defined in ORS 701.005(2) will be registered with the Construction Contractor's Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

8. PROGRESS PAYMENTS AND RETAINAGE.

8.1. General: Progress payments will be made and retainage withheld in accordance with ORS 279C.500 to 279C.570. At a regular period each month, the City's representative will make an estimate of the amount and value of work accomplished.

8.1.1. The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown are subject to correction in the final estimate.

8.1.2. Progress payments are not an acceptance or approval of any part of the work or a waiver of any defects therein, and in no manner relieve the Contractor or Contractor's sureties from obligations under the contract.

8.1.3. No payment shall release the Contractor or Contractor's sureties.

8.2. Progress Payments: Progress payments will be based on the estimate in 8.1.1, less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the City, and less an amount to be retained.

8.3. Retainage: The amount to be retained will equal five percent (5%) of the value of completed work except as follows:

8.3.1. When the Contract work is fifty percent (50%) completed, the City's representative may, in its discretion, reduce or eliminate the retainage on the progress payments for the remaining work accomplished. Reduction or elimination will only be considered upon written application by the Contractor, which must include written approval of the Contractor's surety.

8.4. ORS 279C.845 Retainage: If a Contractor is required to file certified statements under ORS 279C.845, the City will retain 25% of any amount earned by the contractor until the contractor has filed the certified statements. Retainage under this section will be returned only in accordance with ORS 279C.845.

9. CLAIMS FOR EXTRA COMPENSATION. In any case where the contractor deems extra compensation is due for work or materials not allowed by the City's representative, the Contractor shall, in writing, notify the City's representative of the Contractor's intention to make claim for such compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given, or the City's representative is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor agrees to waive the claim for extra compensation. Such notice by the Contractor and the fact the City's representative has kept account of the cost shall not in any way be construed as proving the validity of the claim.

Notwithstanding any other required notices, in the event Contractor discovers any subsurface, latent, or other conditions at the site differing materially from those indicated in the Contract Documents, the Contractor shall immediately notify City's representative and not disturb them until the City's representative has review such conditions.

10. PRE-CONSTRUCTION CONFERENCE/WALKTHROUGH. Prior to receiving a written notice to proceed with construction, the Contractor shall attend a pre-construction conference/walkthrough to be held at a location designated by the City or Engineer. The

conference shall be attended by the Contractor, sub-contractor(s), and the City's representative and other interested parties.

11. MAINTENANCE OF EXISTING STREETS. The Contractor shall clean and maintain existing streets if dirtied or damaged without added payment.

12. PERMITS. Contractor shall obtain and pay for all necessary permits and licenses, for the construction of the project, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc, as required for the project. Contractor shall be responsible for all violations of the law connected with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent right and save the City harmless and blameless from loss on account of such claims.

13. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS. Contractor shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the work. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.

13.1. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations; and

13.2. Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the work.

14. LAWS TO BE OBSERVED. In compliance with ORS 279C.525 the following is a list of federal, state, and local agencies of which the City has knowledge have enacted rules, ordinances, or regulations relating to environmental pollution and the preservation of natural resources that *may* affect the performance of the Contract:

FEDERAL AGENCIES:

U.S. Department of Agriculture
U.S. Department of Defense
U.S. Department of Energy
U.S. Department of Housing and Urban Development
U.S. Department of Interior
U.S. Department of Labor
U.S. Environmental Protection Agency

STATE AGENCIES:

Oregon Department of Agriculture
Oregon Department of Energy
Oregon Department of Environmental Quality
Oregon Department of Fish and Wildlife
Oregon Department of Forestry
Oregon Department of State Lands
Oregon Water Resources Department

LOCAL AGENCIES:

Wasco County, Board of Commissioners
City of The Mosier, City Council

15. PREVENTION OF ENVIRONMENTAL POLLUTION. It is mutually understood and agreed the Department of Environmental Quality of the State of Oregon has enacted regulations dealing with the prevention of environmental pollution and preservation of natural resources which regulations may affect the performance of the contract. The Contractor shall comply with all such applicable regulations in the performance of this Contract.

Unless disposition of environmental pollution is specifically a part of this Contract, Contractor shall immediately notify City of any hazardous substances which Contractor discovers or encounters during performance of the work required by this Contract. "Hazardous substances" are those substances, materials or wastes regulated in 40 C.F.R. Part 261 and defined as hazardous in 40 C.F.R. Part 261.3. In addition to notifying City of any hazardous substances discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance has been discovered or encountered if continued work in such area would present a bona fide risk or danger to the health or well being of Contractor's or any sub-contractor's work force.

15.1. Spill Responsibility Contractor will be held responsible for any and all releases of environmental pollution during performance of the Contract occurring as a result of, or are contributed by, actions of its agents, personnel, or sub-contractors. Contractor agrees to promptly dispose of such spills or leaks to the satisfaction of City and proper regulatory agencies in a manner compliant with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the City.

Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 C.F.R. Part 302, Table 302.4 for hazardous substances and in OAR 340-108 for petroleum products. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the City. A written follow-up report shall be submitted to the City within 48 hours of the telephonic report. The written report shall contain, at a minimum:

15.1.1. Description of items released (identity, quantity, manifest number, Material Safety Data Sheets, and all other documentation required by law.)

15.1.2. Whether the amount of items released is EPA/DEQ reportable, and, if so, when it was reported.

15.1.3. Exact time and location of release, including a description of the area involved.

15.1.4. Containment procedures initiated.

15.1.5. Summary of communications about the release Contractor has had with members of the press or State officials.

15.1.6. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

15.1.7. Personnel injuries, if any, resulting from or aggravated by the release.

16. LOCATION OF EXISTING UTILITIES. It is the Contractor's responsibility to secure field locations for all existing underground utilities in the project area. The Contractor shall maintain these locations for the duration of the project. The Contractor shall bear all costs to repair damage to utilities directly resulting from the Contractor's actions.

17. BARRICADES AND SIGNS. The Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the public.

18. FINAL CLEAN-UP. Upon completion of the work and before acceptance and final payment shall be made, the Contractor shall clean up and remove from the right-of-ways, easements, and adjacent properties all surplus and discarded materials, rubbish, temporary structures, and debris of all kinds. The Contractor shall tear down and remove all buildings and other construction structures erected by or for the Contractor or by or for sub-contractors or employees, whether the same be on the street or on privately owned property and whether the title to the buildings or structures does or does not rest with the Contractor. The Contractor shall restore in an acceptable manner all property, both public and private, which has been damaged during the performance of the work.

19. REPLACEMENT OF DAMAGED PAVEMENT. Any pavement or roadway surfacing distributed or damaged as a result of operations of the Contractor shall be repaired or replaced by the Contractor at the Contractor's own expense with material equivalent to the existing pavement and to the satisfaction of the City or Engineer and in accordance with industry-accepted engineering standards.

20. NOISE CONTROLS. The Contractor shall at all times eliminate noise to the maximum practicable extent. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. Special care shall be used to avoid noise or create nuisances and the contractor shall strictly observe all federal, state, and local regulations concerning noise.

21. WORKING HOURS. Except in the event of an emergency, no work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on weekends. If the proper and efficient execution of the work requires operations during other hours, the written permission of the City's representative shall be obtained before starting such items of the work.

22. PROTECTION OF WORKERS. The Contractor shall comply with the current safety standards of applicable building and construction laws and codes, including the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the United States Department of Labor (Occupational Safety and Health Administration) Safety and Health Regulations for Construction, 29 C.F.R. Part 1910, as revised November, 1978, and the Oregon Occupational Safety and Health Code, OAR Chapter 437, Division 3 Construction. The Contractor shall be solely and completely responsible for all persons and property during performance of work. These requirements shall apply continuously and shall not be limited to normal working hours. The Contractor shall maintain at a well-known place at the job site all articles necessary for giving first aid to the injured and, before employees shall be permitted to work at the job site, the Contractor shall make standing arrangements for the immediate removal to a hospital or to a doctor's care of persons, including employees, who may be injured on the job site.

23. CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS.

23.1 Contractor shall not request payment from the City of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to payment of such amount.

23.2 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract the clauses required by ORS 279C.580(3). Contractor shall also include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause in conformance with ORS 279C.580(3) and to require inclusion such clauses in their subcontracts with each lower-tier subcontractor or supplier.

24. FORM OF NOTICE OF PAYMENT BOND CLAIM. Any person with a right of action on a contractor's bond must provide written notice of the claim on the bond in the form and manner prescribed in ORS 279C.605.

25. SALVAGE OR RECYCLING FOR DEMOLITION WORK. If the work includes demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

26. COMPOST OR MULCH YARD WASTE MATERIAL. If the work includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

27. PUBLIC WORKS BOND. If this Contract is for a public work, the Contractor must file a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7), (8) or (9). If the Contractor is required to file a public works bond, the Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7), (8) or (9).

28. PREVAILING WAGE REQUIREMENTS. The existing state prevailing rate of wage, if the Contract is for a public works project for more than \$50,000, and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) shall be paid to workers in each trade or occupation required for the public works employed in the performance of the Contract either by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of the work under this Contract.

If the state and federal prevailing rates of wage are not included with this Exhibit B, the most recent established prevailing rates of wage shall apply.

If the state and federal prevailing rates of wage are included with this Exhibit B, information is also included showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815(2)(b).

The workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

29. BOLI FEE. If Section 28 above applies, the City will pay the fee to the Bureau of Labor and Industries (BOLI) pursuant to the provisions of ORS 279C.825(1).

30. PERFORMANCE AND PAYMENT BONDS. The Contractor will furnish a performance bond and payment bond for the project as provided in the Invitation to Bid.

CITY OF MOSIER
WASHINGTON STREET SIDEWALK PROJECT

PAYMENT BOND

Bond No. _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Mosier the sum of (Total Penal Sum of Bond)

_____ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Mosier, the plans, specifications, terms, and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments and all authorized modifications of the Contract increasing the amount of the work, the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions, and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Mosier, its officers, employees, and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages

of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Mosier be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 2026

PRINCIPAL: _____

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

CITY OF MOSIER
WASHINGTON STREET SIDEWALK PROJECT
PERFORMANCE BOND

Bond No. _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Mosier the sum of (Total Penal Sum of Bond)

_____ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Mosier, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Mosier, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Mosier be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 2026

PRINCIPAL: _____

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

Company Name (Seal)

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

Address

Address

City *State* *Zip*

City *State* *Zip*

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. ☐ "Carrier-insured Employer" (State Accident insurance Fund Corp. or other authorized insurer)

 Insurance Company Name _____

 ID/Policy Number _____
2. ☐ "Self Insured Employer" (Certified by the Workers' Compensation Division)

 ID number as assigned by
 the Work' Compensation Division _____
3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Dated _____ 20__

Contractor's Signature

REMINDER ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97301; Phone (503) 947-7810.

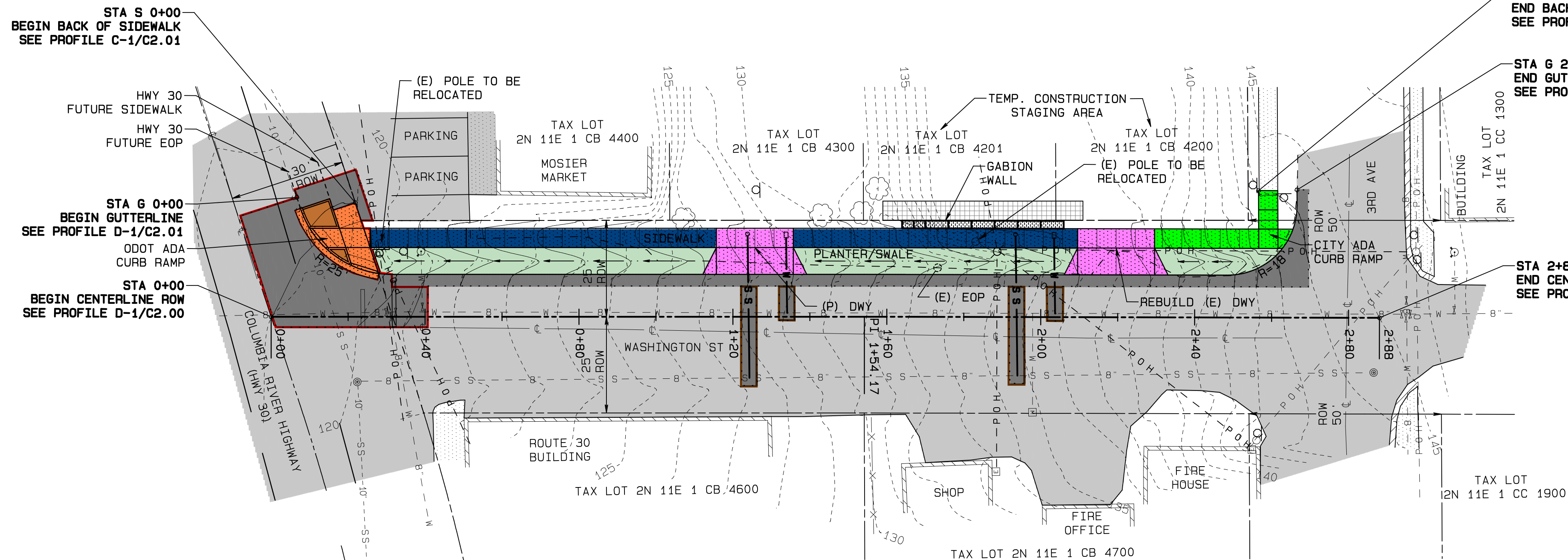
INSERT CERTIFICATE OF INSURANCE HERE

31.25"x20.5" BORDER - PRINTS ON 22X34 SHEET

01/20/23 B412 C2.00

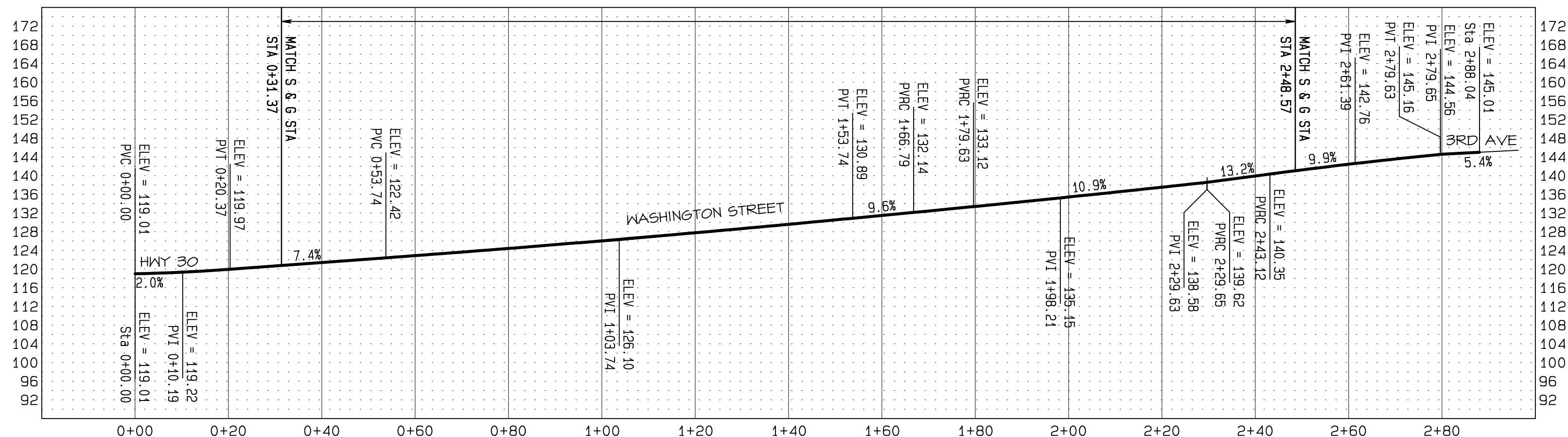
ADDENDUM #1 CLARIFICATION EXHIBIT

- BASE BID - ITEM NO. 12 - CONCRETE WALKS 4-INCH
- BASE BID - ITEM NO. 13 - CONCRETE DRIVEWAY 6-INCH
- BASE BID - ITEM NO. 14 - ADA CURB RAMP WA ST. & 3RD AVE.
- ALT. BID #2 - ITEM NO. 5 - ADA CURB RAMP WA ST. & HWY 30



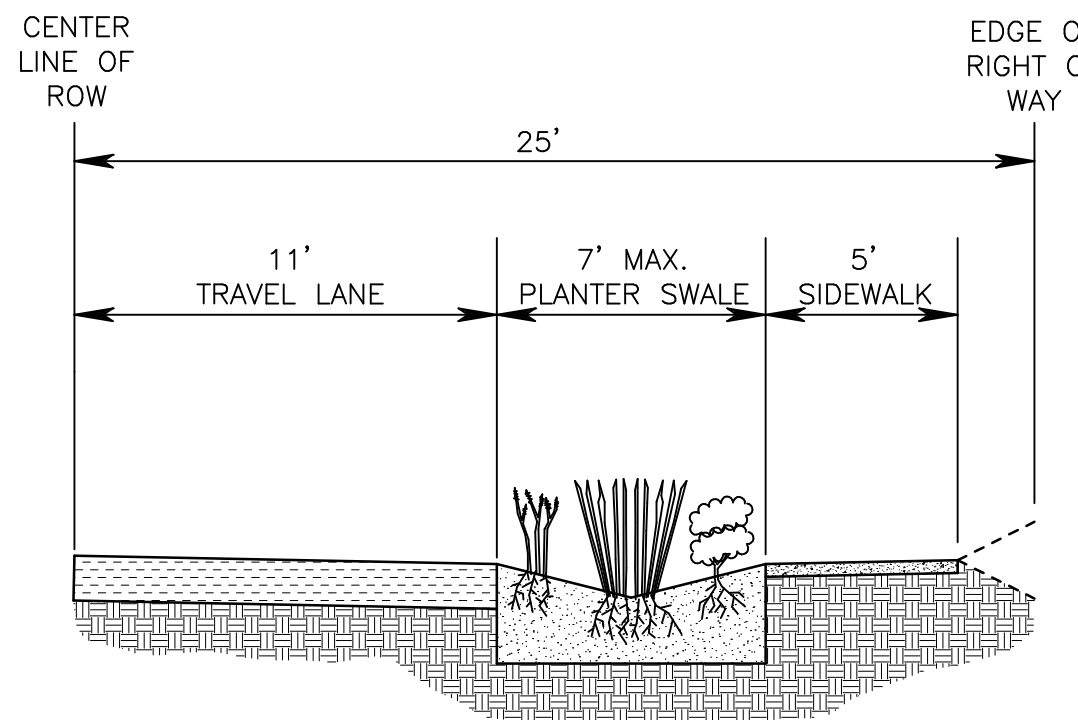
C-1
C2.00
SITE PLAN
SCALE 1" = 20'-0" CONTOURS AT 1 FT INTERVALS <LL: "SITE PLAN">

C-5
C2.00
COLUMBIA RIVER HWY TYPICAL SECTION - FUTURE
SCALE NTS



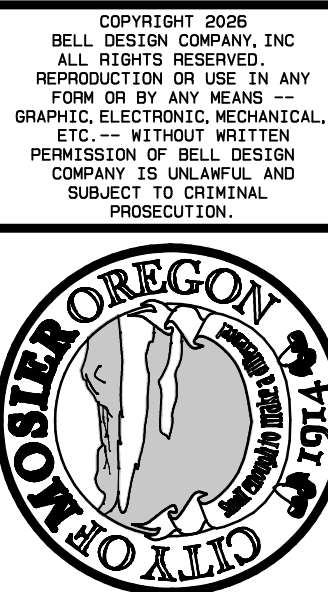
D-1
C2.00
PROFILE - CL ROW - STA CL
HORIZ SCALE 1" = 20'-0" VERT SCALE 1" = 20'-0" <LL: "PRF_CL ROW">

D-5
C2.00
WASHINGTON STREET TYPICAL SECTION
SCALE NTS



SWALE, ALT. BID, & CONST. EASEMENT LEGEND

- PLANTER SWALE - EXCLUDE CONSTRUCTION EQUIPMENT & FOOT TRAFFIC TO PREVENT COMPACTION
- ALTERNATE BID #1 - UTILITY SERVICES
- ALTERNATE BID #2 - WORK IN ODOT ROW
- 5' x 52' TEMPORARY CONSTRUCTION EASEMENT



OVERALL SITE PLAN & PROFILE
WASHINGTON ST. SIDEWALK
CITY OF MOSIER
MOSIER OREGON



BDC JOB NO.
23B412

SHEET NO.
C2.00
7 OF 17 SHEETS

05/14/26	RBA	MCM	ORIGINAL SET SUBMISSION
07/22/26	RBA	MCM	REVISION #1
REV	DATE	DSGN/DRWN	DESCRIPTION

THIS LINE IS 1" LONG. IF THIS LINE IS NOT 1" LONG, ADJUST SCALE ACCORDINGLY

CITY OF MOSIER
WASHINGTON STREET SIDEWALK PROJECT
GENERAL CONDITIONS

1. **GENERAL CONDITIONS**

The General Conditions for this project shall be the "2018 Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee and as supplemented within the "Conditions for Public Improvement Contracts – Exhibit A and Exhibit B" each of which are included within these Contract Documents. Also incorporated into these Contract Documents by reference is the "2021 Oregon Standard Specifications for Construction" which is prepared by the Oregon Department of Transportation and the American Public Works Association, Oregon.

The order of precedence between these documents is as follows:

1. Conditions for Public Improvements Contracts – Exhibit A and Exhibit B
2. 2018 Standard General Conditions of the Construction Contract as prepared by the EJCDC
3. 2021 Oregon Standard Specifications for Construction as prepared by ODOT

These conditions shall remain in full force and effect, unless specifically modified or supplemented by special provision, addenda or change order.

**2018 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION
CONTRACT**

SPECIAL PROVISIONS

ARTICLE 2 – PRELIMINARY MATTERS

Comply with Article 2 of the Standard General Conditions of the Construction Contract modified as follows:

2.02.A. Copies of Documents – Modify this section as follows:

Change the word “four” to the word “two”, where referring to the number of printed copies furnished by the owner.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

Comply with Article 13 of the Standard General Conditions of the Construction Contract modified as follows:

13.03 Unit Price Work – Modify this section as follows:

Replace the word “significantly” in E.1 to read “either leads or lags by 15%”.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

Comply with Article 15 of the Standard General Conditions of the Construction Contract modified as follows:

15.01.D.1 Payment Becomes Due: – Delete this section and replace as follows:

30 days after presentation of the Application for Progress Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.



CITY OF MOSIER
small enough to make a difference

P.O. Box 456 / 208 WASHINGTON ST.
MOSIER, OR 97040

COST RECOVERY AGREEMENT

This Agreement is entered into by and between the applicant(s) (the "Applicant") and the City of Mosier (the "City") as the mechanism for paying for the City's costs to review and/or process **the Applicant's requested changes to the Washington Street Public Right of Way project in the form of design and construction of utility stub outs and driveway apron for future development.**

Applicant	
Name:	Mike Glass and Mark Neumann
Phone Number:	1 847-404-7411
Mailing Address:	8238 Highway 30 W., Mosier, OR 97040
Email Address:	Campreno11@gmail.com and markaneumann@msn.com
Site Address and Tax Lot #:	Lot 4201 and 4300
Zoning Classification of Site	Commercial
Development Description	Utility Stub Outs for Future Development in public ROW
Additions Applied for	Driveway apron; 2" water and sewer utility stub outs

The Applicant hereby agrees to pay the estimated construction costs plus any change orders relevant for utility stub outs and driveway apron along the east side of Washington Street.

The utility stub outs and driveway apron for the Glass property are estimated for construction as Bid Alternate #1 in the City's construction contract with Wickwire Contracting, LLC. If the Applicant agrees to construct these components based on the bid alternate from the contractor, the Applicant agrees to pay the **full construction costs of the above project. The applicant must be current on all outstanding expenses prior to construction.**

The Applicant further understands and acknowledges that full payment of the amounts due the City pursuant to this Agreement is a prerequisite to the City's actual issuance or approval of any future permits. The City shall not be under any obligation to take final action on the Applicant's future permit application until all amounts that have been billed to the Applicant are paid in full.

The Applicant shall pay these bills within 30 days of presentment, and any amounts not so paid within 30 days shall accrue interest at the rate of 9% per annum from the date of presentment until paid. In any action the City may bring to collect fees due under this Agreement, including litigation and any resulting appeal, the prevailing party shall be entitled to reimbursement by the losing party for all costs reasonably incurred as part of any such collection action, including attorney fees, service costs, and fees and costs on appeal.

IT IS SO AGREED: By signing this permit I am stating that I have read it in its entirety and agree to comply with all applicable ordinances, resolutions, and policies of the City of Mosier.

APPLICANT:

CITY OF MOSIER:

SIGNATURES: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

DATE: _____



City of Mosier Staff Report

Reported By:	Andrea Rogers
Date:	09/03/2026
Agenda Item:	LOC Legislative Priorities
Fiscal Impact:	None
Duration:	2027-28 Legislative sessions
Recommendation:	Providing LOC with the City of Mosier top 5 Priorities

Summary: Council is asked to choose five priorities to send to LOC. The City Manager will then communicate those choices to LOC via an electronic ballot. The deadline to vote is September 25, 2026, at 5 PM. This is an optional item; Council can choose not to participate.

Background: In advance of every legislative session, the League of Oregon Cities (LOC) convenes policy committees made up of city officials from around the state to develop policy issues for consideration by local government. Each LOC member city is asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the 2027-28 Legislative Agenda.

This year, seven policy committees identified 27 legislative policy priorities to advance to the full membership for consideration.

Policy areas include Broadband, Cybersecurity, AI and Telecommunications; General Government; Housing, Land Use, and Community Development; Energy and Environment; Finance, Taxation, and Economic Development; Transportation; and Water and Wastewater.

Proposal: Identify the top five issues that Council would like to see LOC focus on during the 2027-28 legislative cycle.

Fiscal Impact: Many of these items, if passed by the Legislature, could have a fiscal impact to the city

Staff Recommendation: Identify the top five issues that Council would like to see LOC focus on during the 2027-28 legislative cycle.

Proposed Motion: I move to identify the following five issues for consideration by the League of Oregon Cities Board of Directors for the 2027-28 legislative agenda (list city priorities)

Attachments:

- 2026 LOC Member Voter Guide



League of Oregon Cities

2026 Member Voter Guide
2027-28 LOC Legislative Priorities

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2026 Member Voter Guide

Background: The LOC [policy committees](#) are the foundation of the League's policy development process. Each even-numbered year, the LOC appoints city officials to serve on these committees. They receive informational briefings, analyze policy and technical issues, and ultimately recommend positions and strategies for the upcoming two-year legislative cycle. We want to acknowledge officials that dedicated their time and expertise to develop the priorities – *thank you* for supporting the LOC in crafting a strong agenda to support our legislative work.

This year, seven committees identified 27 legislative policy priorities to advance to the full membership and LOC Board of Directors. It's important to understand that the issues that do not rise to the top based on member ranking are not diminished with respect to their value to the policy committee or the LOC's advocacy. These issues will still be key components of the LOC's legislative portfolio for the next two years.

Ballot/Voting Process: Each city is asked to review the recommendations from the each of the policy committees and provide input to the LOC Board of Directors, which will formally adopt the LOC's 2027-28 legislative agenda. While each city may have a different process when evaluating the issues, it's important for cities to engage with their mayor and entire council to ensure the issues are evaluated and become a shared set of priorities. During its October meeting, the LOC Board will formally adopt a set of priorities based on the ranking process through the survey and their evaluation.

Each city is permitted **one** ballot submission. **Once your city has reviewed the proposed legislative priorities, please complete the electronic ballot to indicate the top five (5) issues that your city would like the LOC to focus on during the 2027-28 legislative cycle.** The lead administrative staff member (city manager, city recorder, etc.) will be provided with a link to the electronic ballot. If your city did not receive a ballot link or needs an alternative way to vote, please reach out to Meghyn Fahndrich at mfahndrich@orcities.org and Nicole Stingh at nstingh@orcities.org.

Important Deadline: The deadline for submitting your city's vote is **5 p.m. on Friday, September 25, 2026.**

Broadband, Cybersecurity, Artificial Intelligence (AI), and Telecommunications Committee

LOC Contact: Greg Miller, gmliller@orcities.org

PROMOTE THE EQUITABLE DEVELOPMENT OF SUSTAINABLE TELECOM INFRASTRUCTURE

RECOMMENDATION: The LOC recognizes and has prioritized broadband access, and telecom infrastructure more broadly, as an “essential service” and will advocate for affordable, safe, reliable, high-speed infrastructure development and access in every city. This includes but is not limited to: supporting expansion of service options for municipalities; increasing rural cellular infrastructure; and maintaining open access to networks that provide choice to community members.

Background: Advancements in telecommunications technology have ushered in unprecedented investments in infrastructure development aimed at providing broadband access and other communication modalities to all. Deploying infrastructure in Oregon must be done equitably across the state’s diverse landscape and focus on addressing current coverage gaps as well as statewide infrastructure that serves all.

MAINTAIN LOCAL CONTROL OF A SAFE, MODERN RIGHT OF WAY

RECOMMENDATION: The LOC will oppose any legislation seeking to preempt local control of municipal rights-of-way (ROW). The LOC will also support legislation aimed at codifying home rule management of the local ROW and the revenue derived from use of the ROW, while encouraging ROW users to timely upgrade and replace their infrastructure lost to natural disaster.

Background: Home rule authority and local ROW management allow local governments to safely manage ROW issues that arise after work is complete, and when the ROW work-related permit may no longer be in effect. It ensures that utilities installing facilities in the ROW have financial protections like insurance in place, which help protect the public using the ROW and other entities whose infrastructure may be damaged during utility work. It ensures that local taxpayers will not have to pay costs associated with utilities’ use of the ROW. It also ensures accountability through a variety of enforcement mechanisms.

SUPPORT EQUITABLE ACCESS TO TECHNOLOGY

RECOMMENDATION: The LOC will support policies such as the Oregon Lifeline Program to ensure digital inclusion. The LOC will also continue to monitor implementation of the

U.S. Department of Justice’s website accessibility rule implementation and support municipal resource opportunities for accessibility. Finally, the LOC will support funding for programs that increase digital skills, equity, and adoption.

Background: All individuals regardless of physical, financial, or any other barrier have a right to access advancements in telecom technology.

SUPPORT RESPONSIBLE MUNICIPAL USE OF TECHNOLOGY

RECOMMENDATION: The LOC will support legislation that acknowledges forward-thinking regulations, taking into account the rapid evolution of telecom systems. The LOC may also support agency policy options that include municipal telecom resilience and concepts such as municipal AI assessments, and an “AI Sandbox” to further understanding of AI risks and other technological advancements in a controlled environment. In this work, the LOC will work to prevent unfunded mandates.

Background: Advancements in technology, including but not limited to AI, have demonstrated operational efficiencies, yet those come with risks if not implemented correctly and used safely. The LOC is cautiously optimistic about the use of AI and other tools that increase service and operational efficiency, but recognizes that some regulation may be necessary to define appropriate municipal uses and foster an atmosphere of responsibility and data safety.

SUPPORT MUNICIPAL CYBERSECURITY PROFICIENCY

RECOMMENDATION: The LOC opposes unfunded mandates and will advocate for technical support and funding to give all cities access to innovative technology, enhanced state programs, cybersecurity notification resources and assistance protecting critical infrastructure and data during cyber-attacks.

Background: Cybercriminals target municipalities as vulnerable systems holding valuable personal data and financial records. Historical underfunding of cybersecurity, antiquated system architecture, and lack of cybersecurity training contribute to the increasing trend in municipal cyberattacks. Cyberattacks can impact services with dire consequences for residents. Hackers typically look for the easiest entry path, and local governments often lack the resources to respond.

General Government Committee

LOC Contact: Charlie Conrad, cconrad@orcities.org

ADMINISTRATIVE PROCEDURES ACT REFORM

RECOMMENDATION: The LOC will advocate for the comprehensive modernization of the Oregon Administrative Procedures Act (APA) to restore regulatory transparency, strict alignment with legislative intent, and meaningful public accountability across all state agencies. This advocacy should include:

- Standardizing the rulemaking process across all state agencies to eliminate regulatory fragmentation;
- Strengthening public and expert participation in all rulemaking and workgroup processes;
- Establishing independent oversight and auditing of fiscal impact statements;
- Limiting and restricting the use of emergency rulemaking to actual crises; and
- Reforming judicial deference standards to ensure state agencies remain answerable to elected leaders and voters.

Background: Established in 1971, the Oregon APA is the legal framework that dictates how state agencies create regulations. However, the system has not seen a major update in decades, resulting in an unpredictable regulatory environment. Because there is no single standard for all agencies, different departments often pass conflicting rules that make compliance incredibly difficult for organizations on the ground. Furthermore, many key agencies report to independent boards rather than the governor, which creates an accountability vacuum. Recent state court decisions have compounded the issue by granting agencies broad leeway, ruling that their regulations do not strictly have to align with the original legislative intent.

This regulatory breakdown directly impacts local governments. When uncoordinated state agencies issue overlapping or conflicting rules, cities are left trapped in the middle—forced to navigate a maze of contradictory mandates that drain municipal staff time and stretch city budgets. Furthermore, because recent court rulings have stripped away traditional checks on administrative reach, cities have lost the ability to challenge flawed, 'one-size-fits-all' state regulations that ignore local realities. This loss of local control and financial stability necessitates reform. Protecting municipal home rule, ensuring local voices are actually heard during the rulemaking process, and restoring a sense of predictability and fairness to how state policies are implemented on the ground is necessary.

PUBLIC MEETINGS LAW CLARITY

RECOMMENDATION: The LOC will advocate for a comprehensive statutory reset of the Oregon Public Meetings Law to restore operational functionality and practicality for local governments while protecting public transparency. This priority includes the following provisions:

- Establishing an Intentionality Requirement: Limit serial meeting violations strictly to actions taken "knowingly and intentionally" to protect volunteer elected officials from penalties for good-faith, inadvertent errors.
- Streamlining Complaint Enforcement: Authorize the Oregon Government Ethics Commission (OGE) to immediately dismiss incomplete, trivial, or bad-faith complaints.
- Holding the Right Entity Accountable: Shift personal liability for purely administrative errors—such as delayed meeting notices—away from individual elected officials and onto the public body as an institution.
- Expanding the "Cure" Process: Provide flexible, accessible avenues for local governments to address and correct procedural complaints, including decision rescission or public acknowledgement with a corrective action plan.
- Right-Sizing Training Requirements: Reform mandatory compliance training to occur once per elected term rather than annually, while allowing incoming officials to complete the requirement prior to being sworn in.

Background: Oregon's Public Meetings Law prohibits local elected officials from deliberating in private, a rule that includes a ban on "serial meetings," where separate, smaller discussions are held over time that may add up to a quorum. Recent Oregon Government Ethics Commission (OGE) rules and training on this topic have created widespread confusion, leaving public officials deeply uncertain about how they can communicate with each other, their residents, or the media. A diverse work group of local leaders and legislators spent months negotiating a bipartisan fix during the 2026 legislative session, but Governor Kotek ultimately vetoed the bill, calling for stakeholders to return to the drawing board for the 2027 session. Today, the interpretation of this law remains highly contentious, and ongoing discrepancies create massive structural ambiguities and political tensions, making it incredibly difficult for local leaders to effectively govern.

To make the public meetings law workable, several practical fixes are urgently needed to save taxpayer resources and provide clarity to local officials. The current system: forces volunteer leaders to face personal liability for minor staff mistakes like late meeting notices; offers no clear way for cities to self-correct simple procedural errors; and requires repetitive annual training. To keep local governments functioning, the state

must shield individual officials from administrative liability, allow the OGEC's staff to quickly dismiss trivial or bad-faith complaints, create a clear path for cities to self-correct honest mistakes, and right-size compliance training to once per elected term.

Housing, Land Use, and Community Development Committee

LOC Contact: Alexandra Ring, aring@orcities.org

FUNDING AND COORDINATION FOR SHELTER AND HOMELESS RESPONSE

RECOMMENDATION: The LOC opposes cuts to the state shelter system funding and supports continued state investments in a comprehensive homeless response system to fund eviction prevention, shelter, and rehousing. These investments should include:

- Strengthening our coordinated regional homeless response;
- Funding a range of shelter types in cities across the state, including alternative shelter models, safe parking programs; and
- Funding eviction prevention, rapid rehousing, outreach, case management, staffing and administrative support, and other related services.

Background: The LOC recognizes that to end homelessness, a cross-sector coordinated approach to delivering services, housing, and programs is needed. Cities are not social service providers and largely do not have the additional revenue sources to fund new services outside their core services, amid ongoing budget cuts. Despite historic legislative investments in recent years, communities continue to struggle to support and rehouse Oregonians experiencing homelessness. In 2025, the Legislature passed HB 3644, which created the Statewide Shelter Program, a comprehensive funding program for state supported local shelters based in regional coordination. In addition to the statutory framework, the Legislature passed a funding package of \$204 million to support sheltering efforts in the 2025-2027 biennium, with \$102 million as the new baseline level of funding for all biennium through 2034. In a tight budget environment, the Legislature's ability and interest in continuing these investments is unclear.

As Oregon continues to face increasing rates of unsheltered homelessness, the LOC is committed to strengthening a regionally based, state-supported homeless response system to ensure all Oregonians can equitably access stable housing and maintain secure, thriving communities. Regional coordination is key to the system's success, and the state, cities, and counties must be part of the solution together.

FULL FUNDING AND STREAMLINING FOR HOUSING PRODUCTION

RECOMMENDATION: The LOC will seek opportunities to address structural barriers to

production of different housing options at the regional and state level. This includes:

- Streamlining state agency programs, directives, funding metrics, and grant timelines that impact development;
- Accurate tracking of units produced on the ground, rather than units unlocked;
- Aligning state programs with local capital improvement and budget timelines; and
- Increasing connections between affordable housing resources at Oregon Housing and Community Services (OHCS) with the land use directives in the Oregon Housing Needs Analysis (OHNA) and Climate Friendly and Equitable Communities (CFEC) programs at the Oregon Department of Land Conservation and Development (DLCD).

Additionally, the LOC will advocate maintaining and increasing state investments to support the development and preservation of a range of needed housing types and affordability, including:

- Publicly supported affordable housing and related services;
- Affordable homeownership;
- Permanent supportive housing;
- Affordable modular and manufactured housing;
- Middle housing types; and
- Moderate-income workforce housing development.

Background: Recent legislation and executive orders have made significant changes to the state's land use planning process, including new housing production directives for cities and counties. And yet, housing production levels remain below our state's current needs. The state should prioritize implementation, funding, and coordination of existing programs in the 2027-2028 legislative sessions before considering any new policies, including direct funding for housing production to address the underlying economic challenges that prevent production.

LAND AVAILABILITY AND LAND USE STREAMLINING

RECOMMENDATION: The LOC supports updates and streamlining statutes to better support good land use planning and land availability for all needs. This includes:

- Refining land use statutes to provide more clarity and legal certainty for cities;
- Clarifying wetland statutes and inventories to allow efficient and orderly urbanization of land within urban growth boundaries (UGBs);
- Streamlining UGB expansion and swap processes for residential, commercial, and

industrial land;

- Improving urban reserves process and land prioritization; and
- Funding for technical assistance for code audits and updates to comply with new state statutes.

Background: Oregon's land use system has undergone substantial change over the past decade, without revisions to the underlying structure. Years of layering legislation with different requirements and new interpretations of existing law have increased regulatory complexity that cities must navigate to be compliant within Oregon's land use system. Complying with state land use laws has become expensive, time-consuming and confusing, and prevents cities from having sufficient land for all needs (housing, industrial, and commercial). This has created challenges for ensuring that communities have sufficient supplies of land for all types of development, impacting other the housing and economic development priorities of the state.

Energy and Environment Committee

LOC Contact: Greg Miller, gmliller@orcities.org

INVEST IN COMMUNITY ENERGY RESILIENCE/DISASTER PLANNING

RECOMMENDATION: The LOC will engage in efforts to provide planning resources, technical assistance and funding to cities preparing to withstand, maintain and recover their energy needs in the event of a disaster. This includes resources for energy efficiency and/or local energy generation like biomass, solar, hydro, biogas, and generators. It also includes virtual power plants, microgrids, energy storage, and other solutions that help cities and their communities increase energy resilience.

Background: Frequency and severity of natural disasters and growing regional energy shortages have demonstrated the potential to cripple Oregon communities during an emergency. Intentional disaster planning and community energy resource development can be costly, but will contribute to Oregon cities' resilience and ongoing viability during floods, seismic events, drought, wildfires, and energy brown/blackouts.

SUPPORT EXPEDITED LOCAL RENEWABLE ENERGY GENERATION

RECOMMENDATION: The LOC will continue to support traditional large renewable energy development and transmission projects while mitigating impacts on local control. To support Oregon clean/renewable energy targets and increased capacity, the LOC also supports local initiatives to develop alternative/renewable energy sources that fit the needs of each city.

Background: Recent studies of projected Pacific Northwest energy load growth in the next five years show a projected shortfall of 3GW (3,000,000kw) by 2030. That shortfall compounds by 2035. Viability of Oregon cities depends upon increased reliable energy generation.

SUPPORT INCREASED ENERGY TRANSMISSION CAPACITY

RECOMMENDATION: The LOC will explore and support initiatives that increase renewable energy transmission while mitigating impacts on local control.

Background: Large scale renewable energy is largely produced east of the Cascade divide. Maximizing current transmission and developing new capacity to make renewable energy available to all regions is an important factor in achieving equitable community energy resilience while meeting Oregon decarbonization and climate goals.

MAINTAIN AFFORDABLE ENERGY WHILE SUPPORTING GRID HARDENING AND MODERNIZATION

RECOMMENDATION: The LOC will support initiatives that balance necessary grid modernization against manageable rate increases for cities and residents.

Background: Growing and modernizing Oregon's aging electric grid is necessary. However, upgrades and increased capacity are challenging. Utilities are not insulated from recent inflation and face unprecedented increases in equipment and infrastructure costs. Customers are also seeing increased rates due to rising utility infrastructure costs and spending on wildfire mitigation.

RESOURCE PROGRAMS FOR ENERGY EFFICIENCY PLANNING AND PROJECT DEVELOPMENT

RECOMMENDATION: The LOC will support legislation that further supports Community Renewable Energy Programs, Green Bank Concepts, Home Energy Rebates, Solar and Storage Rebates, Electrification Incentives.

Background: Oregon's 241 incorporated cities are at the forefront of delivering on Oregon's climate and energy goals: building decarbonization, energy efficiency and renewable energy generation. These mandates, while important, fall largely upon local governments that are perpetually constrained financially. Continued legislative allocations to support climate/energy programs and local governments will be paramount to continue taking the incremental steps necessary to achieve the state's 2030 greenhouse gas reduction targets and 2040 emissions elimination goals.

SUPPORT ADMINISTRATIVE CAPACITY

RECOMMENDATION: The LOC will support state budgets that increase targeted agency capacity needed to adequately and efficiently provide technical assistance, permitting and resources to municipalities related to state and federal energy and climate goals. This includes fully funded and staffed local programs dedicated to implementation of state climate and decarbonization initiatives, especially those related to guidance derived from federal agencies.

Background: Looming large in the Pacific Northwest are concerns about federal energy policies and utility capabilities to meet Oregon's clean energy targets. Additional capacity at the state level will support communities that are navigating changing guidance and requirements.

Finance, Taxation, and Economic Development Committee

LOC Contact: Colette Tipper, ctipper@orcities.org

TARGETED PREVAILING WAGE CHANGES

RECOMMENDATION: The LOC will advocate for targeted changes to prevailing wage requirements that: recognize urgent needs for Oregon communities; consider the impact of inflation; and maintain the original intent of Oregon's prevailing wage law. This includes supporting reoccurring legislation to exempt publicly financed facilities aimed at addressing the housing crisis (affordable housing, shelters, day centers) and the lack of childcare, as well as efforts to address mounting infrastructure needs impacting housing and economic development. The LOC will support additional clarity around split determination issues that are impacting growth, ensuring cities can proactively prepare for growth without impacting future, private developments.

Background: Prevailing wage rates are minimum hourly rates a contractor must pay its employees under public works contracts; and while there are federal and state prevailing wage rates, the recommendation above impacts state prevailing wage laws. The wage rates vary by occupation and region, with the rates being set by the Oregon Bureau of Labor & Industries (BOLI). Oregon law requires prevailing wages to be paid on a project if it hits one of two specific triggers: the public agency trigger or the public funding trigger:

1. Public Agency Trigger - If a project meets the definition of a "public works" under ORS 2798C.800(6)(a) and the total cost of the project is \$50,000 or more. Examples of qualifying projects include roads, buildings, and improvements – whether it's new construction, renovation, painting, demolition, or the removal of hazardous waste. The \$50,000 threshold was set in 2005. If adjusted for inflation, the threshold would be roughly \$86,000.
2. Public Funding Trigger - A project might be private, but it uses \$750,000 or more of

taxpayer money. The same types of projects qualify for the public funding trigger. Note: there are very specific exceptions of public money being used that do not trigger prevailing wages (see ORS 279C.810(1)(a) and OAR 839-025-0004(11)(b)). The \$750,000 threshold was set in 2007. If adjusted for inflation, the threshold would be roughly \$1.2 million.

Additionally, Oregon law states that in the case of public-private partnerships, BOLI shall divide the project to separate the private and public aspects of the project. The public aspects of the project will be subject to prevailing wage, while the private aspects will not. [This recently impacted developments in the Willamette Valley](#). Developable lots with publicly funded infrastructure should not mean that private projects automatically prevail.

ALCOHOL REVENUE MODERNIZATION

RECOMMENDATION: The LOC will advocate for alcohol tax revenue modernization that generates increased shared revenues for cities. This includes support for recommendations from the HB 3610 Task Force on Alcohol Pricing to increase beer and wine taxes while preserving the existing 34% revenue-sharing distribution to cities. This may also include legislation removing the preemption on local alcohol taxes.

Background: Cities have significant public safety costs related to alcohol consumption and must receive revenue commensurate to the cost of providing services related to alcohol. In considering an increase, the LOC will balance the economic and consumer pressures impacting breweries across the state.

Oregon is a control state and the Oregon Liquor and Cannabis Commission (OLCC, formerly known as the Oregon Liquor Control Commission) acts as the sole importer and distributor of liquor. Cities and other local governments are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% share of net state alcohol revenues. The OLCC has also imposed a 50-cent surcharge per bottle of liquor since the 2009-2011 biennium, which is directed towards the state's general fund. Oregon's beer tax has not increased since 1978 and is \$2.60 per barrel, which equates to about 8.4 cents per gallon, or less than 5 cents on a six-pack. Oregon's wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines. Oregon has one of the lowest beer taxes in the country ([source](#)) and the wine tax is closer to national average ([source](#)).

EMERGENCY COMMUNICATION SYSTEM RESOURCES

RECOMMENDATION: The LOC will support legislation enhancing the effectiveness of the state's emergency communications system through an increase in the 9-1-1 tax. Inflationary factors have lessened the impact of the [emergency communications tax](#). State estimates indicate that this revenue covered 40% of dispatch center costs, but that

figure is inaccurate, with some communities receiving as little as 20-25%.

Background: Oregon's 9-1-1 tax was increased to \$1.00 per line or prepaid transaction effective January 1, 2020, and further increased to \$1.25 effective January 1, 2021. Before this change from 2019's HB 2449, the rate had been 75 cents since 1995. The new tax increase on 9-1-1 expires January 1, 2030. Most cities will not receive this state shared revenue directly, as the city share is directed to the public safety answering point (PSAP) provider connected to the statewide network, and most of these are managed by counties or a regional entity, rather than a city. The PSAPs are only partially funded through the state's Emergency Communications Tax, with the balance of operating costs coming primarily from property taxes. Local governments receive approximately 60% of 9-1-1 taxes, but the taxes generally covered less than 25% of the costs of total PSAP operations before the recent rate increases. Ratios of individual PSAP costs to taxes received vary. The local government share of the state tax is distributed 1% to each county, with the remainder distributed per capita.

STRENGTHENING ECONOMIC AND WORKFORCE DEVELOPMENT

RECOMMENDATION: The LOC will support efforts to modernize and strengthen Oregon's existing economic development programs while advocating to maintain local flexibility and autonomy over local revenues. The LOC's advocacy includes strengthening and increasing funding for current state programs like Enterprise Zones (EZ), Long Term Rural Enterprise Zone (LTREZ), the Strategic Investment Program (SIP), the Industrial Site Loan Fund, Brownfield programs, and infrastructure programs, as well as new efforts to support a healthy economy.

The LOC will also support efforts to strengthen Oregon's workforce development initiatives that help to meet critical workforce shortages experienced by public and private employers throughout the state. The LOC will advocate for policies and investments that strengthen local talent pipelines, expand access to workforce education and training, and help communities recruit and retain the skilled workforce needed to support and grow a healthy economy.

Background: Communities across the state have leveraged local economic development incentive programs (Enterprise Zones (EZ), Long Term Rural Enterprise Zone (LTREZ), Strategic Investment Program (SIP), etc.) to support strong local economies, community investment, and long-term economic growth. These programs are intentionally designed to provide local governments with flexibility to attract and retain industries that align with local economic priorities, infrastructure capacity, and workforce needs. The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new business investment, while the SIP program allows local governments to offer a 15-year partial exemption on the value of new property exceeding a specified investment threshold.

These incentive programs are critical tools for maintaining Oregon's national competitiveness and generating substantial long-term benefits through job creation, enhanced economic activity, infrastructure investment, and increased tax revenues. Local governments absorb the primary impact of temporary property tax exemptions and provide the infrastructure and public services necessary to support development, while the state realizes significant revenue gains through increased income tax collections and broader economic activity generated by these investments. As the state increasingly benefits from local economic development efforts, it should also be a stronger financial partner in supporting and sustaining these programs. Preserving local discretion, predictability, and flexibility within economic development programs remains essential to ensuring communities can effectively compete for and support major economic development opportunities.

Public and private employers across the state are having trouble filling critical workforce needs. As an example, Oregon respondents to the [2025 Associated General Contractors of America Workforce Survey](#) indicate that 56% expect to hire new employees and 54% have increased headcount in the last year. However, 52% of respondents report trouble hiring due to a lack of qualified and credentialed candidates. This challenge rings true for cities. Cities have reported trouble filling wastewater treatment positions due to lack of qualified candidates, while community colleges are neglecting to start programs because of the high cost of running them.

Transportation Committee

LOC Contact: Nicole Stingham, nstingham@orcities.org

2027 TRANSPORTATION PACKAGE

RECOMMENDATION: The LOC supports a robust transportation package that supports Oregon's multi-jurisdictional, multi-modal, and safety-oriented transportation system. Recognizing that Oregonians don't always know who owns what route they rely on, any revenue should support our shared transportation system. The LOC believes this is most effective through a statewide revenue source rather than more administratively burdensome and inequitable local revenue methods that are unable to ensure that all users pay their fair share (including through user fees).

Cities and locally owned transportation systems rely on a strong state partner to meet our shared goals of a system that moves people from "point a to point b" safely and effectively. In addition, the conditions of state and county routes impact cities by both directing additional traffic on city streets and affecting how residents get to where they need to go safely. This requires system expansion to be secondary to restoring funds in grant programs and transit services, protecting existing programs, and an overall focus on operation and maintenance.

Background: After a failed package in 2025, efforts are underway on a 2027 package to address the known need for state, county, and city infrastructure. The State Highway Fund (SHF) is the primary revenue source for the state's transportation infrastructure, and comes from various sources, including gas and diesel tax, weight mile tax, vehicle registration fees, vehicle title fees, and driver's license fees. These funds are distributed using a 50-30-20 formula, with 50% going to the state, 30% to counties, and 20% to cities. Continued investment in transportation infrastructure is critical for public safety objectives such as the Safe Routes to Schools and the Great Streets programs. In addition to those grant programs, local communities rely on the Statewide Transportation Improvement Fund and Oregon Community Paths resources. These programs are essential in cities to support efficient, convenient, safe, cost-effective transportation systems that are open to all members of our communities.

CAUTIOUS ADOPTION OF AUTONOMOUS VEHICLES

RECOMMENDATION: The LOC will advocate for necessary tools to support communities as autonomous vehicles (AVs) come to Oregon, particularly for private for-hire AVs. Cities are proactively and cautiously preparing for new technology, like autonomous vehicles, and it's crucial to get the regulations right to ensure proper coordination, alignment between all stakeholders, and flexibility as the technology is evolving rapidly.

AVs will impact city goals and requirements, ultimately impacting their transportation system plans. Cities must not be preempted in their ability to permit (as it relates to private for-hire AVs) and regulate the use of this new technology on city infrastructure. Cities should have the ability to:

- Ensure AVs follow the rules of the road and can receive traffic violations like human drivers, and that law enforcement officials are trained on ways to disengage an AV;
- Require geofenced areas to have operational standards based on the local needs or goals (like limiting 0 passenger trips), to accommodate special events, or to address infrastructure challenges that prevent safe deployment of technology;
- Allow revenue generation to offset costs for training law enforcement and first responders; and
- Limit the number of AVs that are allowed to operate in a city, potentially scaling up as predetermined performance benchmarks are reached.

At the same time, the LOC supports federal authority to determine if and when an AV is street ready. In addition, the state should determine cyber safety standards, insurance requirements, vehicle registration, and other activities.

Background: With new technologies comes new and unforeseen challenges and opportunities. AVs offer the ability to improve traffic safety by limiting human error, as

industry data shows. AVs could also promote other economic activity and create access to our transportation system. At the same time, there are key risks to mitigate as we learn lessons from cities across the nation that have operated with AVs. One lesson – a slow rollout will help companies identify and address issues as they arise. From navigating weather to power outages, San Francisco transportation officials have learned a lot and shared that with the LOC's Transportation Policy Committee. Despite AVs being in operation for years, the California Department of Motor Vehicles recently created rules around traffic citations for AVs nearly two years after their state legislature passed authorizing legislation. Oregon would benefit from waiting until the technology has advanced, being a fast follower rather than an early adapter. In addition, Oregon should balance support for industry and competition with public trust and public good.

In addition, for more than 40 years, the state of Oregon has recognized that for-hire services like taxis and other vehicles for-hire are a necessary part of the transportation system and has left regulation to local authorities (see ORS 221.485, ORS 221.495). Private for-hire AVs should have higher standards for city regulation versus privately owned vehicles.

CITY SUPPORTED STREET SIGN TRADITIONS

RECOMMENDATION: The LOC will advocate to allow cities to support community activities and fundraisers through signs on light poles. Many cities hang signs on street light poles to recognize holidays, and in some cases these signs are sold as a fundraiser to support chambers, downtown organizations, or other community causes (examples include Mother's Day flowers and Christmas ornaments). State statute prevents this if the sign is visible from a state highway. The LOC will work to create flexibility for cities to support these fundraisers even if they are visible from a state highway.

Background: State statute prevents "advertising signs" within view of state highways, even if they are not on state right-of-way. The state considers advertising to be any exchange of compensation, regardless of its intended purpose. While this is a long-standing statute that is not actively consistently enforced, it has recently prevented one community from supporting a fundraiser for their downtown association. The LOC Transportation Policy Committee is flexible on the solutions and has directed staff to work with the Oregon Department of Transportation on bill language to address this in the least administratively burdensome manner, which will likely include a waiver for fundraising efforts that are endorsed by a city.

Water and Wastewater Committee

LOC Contact: Michael Martin, mmartin@orcities.org

INFRASTRUCTURE FUNDING

RECOMMENDATION: The LOC will advocate for increased and sustained investments in drinking water, wastewater, stormwater, and water reuse infrastructure needed to support housing production, economic development, public health, and environmental protection. This includes: expanding flexible, low-cost financing tools that reduce ratepayer burden; supporting infrastructure capacity needed for housing and economic development; investing in aquifer storage and recovery projects; protecting system development charge authority; and sustaining infrastructure financing programs, including the Special Public Works Fund, which help communities address critical infrastructure needs. The LOC will advocate for policies that recognize the increasing costs associated with regulatory compliance, environmental protection, and workforce needs.

Background: Water infrastructure (drinking water, wastewater, stormwater, and reuse) is essential to supporting housing production, economic development, public health, and environmental protection in communities across Oregon. Cities own and operate drinking water, wastewater, stormwater, and water reuse systems that require ongoing investment to maintain reliability, comply with state and federal regulations, and serve existing and future residents.

The 2024 LOC Infrastructure Survey identified approximately \$6.4 billion in water infrastructure needs statewide. Cities continue to face increasing costs associated with aging infrastructure, regulatory compliance, environmental requirements, workforce challenges, and inflationary factors.

Without adequate infrastructure capacity, communities may struggle to accommodate needed housing development and economic growth. State investments should support direct infrastructure projects and proven financing programs that help communities plan, construct, and upgrade critical facilities. State programs like the Special Public Works Fund play an important role in helping communities address critical infrastructure needs.

WATER REUSE

RECOMMENDATION: The LOC will advocate for policies and investments that support the development and expansion of water reuse projects throughout Oregon. This includes: funding for planning, design, and construction; clear and predictable regulatory pathways; and technical assistance for local governments. The LOC will support

maintaining local flexibility to implement community-specific reuse solutions that protect public health and environmental quality.

Background: The Legislature has recognized the value of water reuse through [House Bill 2169 \(2025\)](#). Despite growing interest in water reuse, many communities face financial, technical, and regulatory barriers that limit the development of water reuse. Cities need funding, technical assistance, and regulatory certainty to evaluate and implement reuse projects that meet local needs. As Oregon continues to invest in water infrastructure and community resilience, water reuse should be recognized as an important tool that complements existing water management strategies and helps communities achieve long-term sustainability goals.

RATEPAYER ASSISTANCE

RECOMMENDATION: The LOC will advocate for improved affordability for drinking water and wastewater customers while maintaining the financial stability necessary to operate, maintain, and improve local utility systems. This includes state-supported water and wastewater ratepayer assistance programs, and policies that consider affordability impacts on residents.

Background: Cities face the challenge of balancing affordability for residents with the investments necessary to maintain safe and reliable utility systems. State-supported ratepayer assistance programs and increased participating in infrastructure funding can help reduce financial burdens on households while preserving the financial sustainability of local utilities and ensuring continued access to essential water services. In 2025, the Legislature introduced [House Bill 3527](#), which requested \$11 million to continue funding the program, but the bill did not advance out of the budget committee.

WATER WORKFORCE DEVELOPMENT

RECOMMENDATION: The LOC will advocate for investments in workforce development programs that support the recruitment, training, certification, and retention of drinking water and wastewater professionals. This includes: support for operator-in-training and apprenticeship programs; certification and reciprocity improvements; regional training opportunities; and funding that helps communities develop and maintain a qualified water workforce.

Background: Oregon cities depend on certified operators and other utility professionals to provide safe drinking water, protect water quality, maintain regulatory compliance, and operate increasingly complex infrastructure systems. Water utilities across the state face growing challenges of recruiting, training, and retaining qualified personnel.

Investments in workforce development, training infrastructure, and career pathways will

help ensure communities have the skilled workforce necessary to operate and maintain critical water infrastructure systems. The Legislature recently recognized the importance of this workforce with [House Bill 4007 \(2026\)](#), which established a “Water Professionals Appreciation Week” annually in October.