

City Mosier/Mosier Fire District Community Center Meeting

July 26, 2018, 3-5 pm

Mosier Senior Center
500 E. 2nd Street
Mosier, OR 97040

Meeting Agenda

1. Roll Call / Approval of Minutes
2. ReCap: last meeting for those who did not attend.
3. Public Comment?

Action Item Reports and Next Steps

4. Amended IGA (see packet for full text)
 - Review the revised IGA – Laura Westmeyer and Carrie Connolly
 - **Decision** - Vote on key options identified in draft IGA
5. Site Planning and Alternatives Investigation
 - Review Scott Moreland's Scope (see packet for full text) for a \$5,000 site comparison study between the UPRR property and 3rd Avenue site –approved for comparison last meeting.
 - Discuss timeline and needs:
 1. CAD Site Survey
 - Discuss work to date on site evaluation – any data already collected by Witt Anderson apply to this scope?
 - **Decision** - Vote whether to move forward with site comparison contract with Hennebery Eddy
6. Additions to Agenda?

MEETING MINUTES

Mosier Community Center (formerly Joint Use Facility)

Mosier Senior Center, 500 East Second Ave, Mosier, OR 97031

- Roll Call
 - Witt Anderson, City Council
 - Joanne Rubin, Mosier Valley Fire Board
 - Mike Renault, Mosier Valley Fire Chief
 - Terry Moore, Facilitator
 - Colleen Coleman, City Manager
 - Barb Ayres, Mosier Valley Fire Board
 - Emily Reed, City Council President
 - Jayme Bennett, City Recorder

Agenda additions: Council President Emily Reed would like to add a presentation at the end of the meeting to review marketing materials, messaging and branding examples.

Approval of minutes from last meeting:

Councilor Anderson made a motion to approve (with the following correction: that there was no decision for a formal request for proposal (RFP) process at that time, therefore the minutes shall reflect "there may be a public RFP; strike: will be, addition: there will be a form of public procurement), Barb Ayres Seconded. All in favor.

Terry Moore requested a brief history on why the scope of the siting options for the building is limited to two locations (the existing Union Pacific Railroad site and the existing City Hall/Fire site with additional land acquired):

1. Colleen Coleman: There is a Phase II Environmental Study (ESA) required for the UPRR property to ensure public safety and welfare, this study is also a requirement for deed restriction elimination. It was previously determined the six-month wait period for findings would be well spent considering contingency plans. The Phase II results are expected in September. Colleen Coleman spoke with Scott Mooreland, of Henneberry Eddy Architects to gain insight on ingress, egress, public safety and accessibility study costs for a basic alternative site comparative analysis.
2. Terry Moore: Proposes a ten to fifteen-page document comprehensive of technical memos and appendices to publicly notice the community. This would be a six-week deliverable (post final site selection).
3. Councilor Anderson: Further proposes additional emphasis written for the public document: criteria for selection including: cost comparison, constructability, attributes for the downtown corridor, functionality for services, highest and best use for the community now, also looking forward in ten to twenty years.

Terry Moore: Joint Use Facilities and Community Centers are common practice, the criteria Councilor Anderson listed is correct, would anyone like to make a motion to determine: This Community Center will be a Joint Use Facility?

Discussion: Barb Ayres requests history on decision to have the facility within the City Limits, given the Fire Board has multiple properties in the Valley.

Colleen Coleman reviews the original settlement intention, dependent factors such as funding availability.

Councilor Anderson reflected that station 12 and 13 are operable and functional for Mosier Valley Fire, and understood the intention was to keep those running, along with the new facility.

Barb Ayres: The Fire Board can't currently fund them all.

Councilor Anderson suggests the Fire Board do a fundamental cost analysis approach to assist with their decision-making process.

Former Fire Chief Jim Appleton explains the City would struggle if the Fire Board chose to not participate in a Joint Use Facility/Community Center as previously agreed.

Council President Reed reminds the room that the City has land to offer for participation in the development of the Community Center.

Colleen Coleman reminds the room that the City of Mosier Fire Hall is a separate taxing district.

Former Fire Chief Jim Appleton also mentioned that the Urban Growth Boundary expansion is not a viable option at present, or in the short-medium term.

Thursday, June 28, 2018

Colleen Coleman discusses accessibility outside of City Limits: there is no safe corridor, no sidewalks, no approachability, no service provided without commute, no walkability.

Chief Renault confirms no advantage regarding response time for volunteers in either location.

Councilor Ann Van Osdol also suggests the Charter likely requires a City Hall to be in the City Limits.

Council President Reed: Make a Motion: This community center will be a joint use facility within the City Limits of Mosier, Joanne Rubin seconds, all in favor.

Council President Reed: Based on Councilor Anderson's memo, I would like to make a motion that the two sites for consideration are the UPRR site, and the existing City Hall/Fire site, with expansion options.

Discussion: Councilor Anderson reminded the room that several members of the committee worked with former City Manager Kathy Fitzpatrick, Former Fire Chief, Jim Appleton, among many other volunteers, GIS software, county records, etc. Suggesting all members of the committee take the time to walk both sites and become familiar with obstacles and benefits, taking into consideration solar access, longer term operations and maintenance cost, qualitative criteria, parking standards and requirements and ethos of the community.

Joanne Rubin seconds, all in favor.

Council President Reed: Motion to make Colleen Coleman, Terry Moore and Witt Anderson a sub-committee to continue evaluating site criteria, inclusive of discussions with property owners, past consultants and ultimately document a consolidated report on conclusions for public notice. Joanne Rubin seconds, all in favor.

Council President Reed presented different marketing material conceptual designs and color scheme proposals for direction and group preference (it was decided bright color scheme is preferred), there will be varying materials for fundraising and informational purposes, targeting a wide range of donors. Council President Reed is also actively managing a social media campaign and will be the lead on all marketing, branding, and messaging.

Barb Ayres volunteered to run the Doodle Poll for meeting time and dates, though it was discussed a viable option is Thursday, the 26th of July.

Adjourn 5:53 p.m.

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MOSIER AND THE MOSIER FIRE DISTRICT
FOR A JOINT-USE FACILITY**

This amended and restated Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Mosier (“City”) and the Mosier Fire District (“Fire District”), hereinafter collectively referred to as “the Parties.” This Agreement amends and restates in its entirety the Intergovernmental Agreement between the City of Mosier and the Mosier Fire District regarding the holding of funds for a joint-use facility dated December ____, 2017 (“Original Agreement”). To the extent this Agreement is the same as the Original Agreement, it shall be deemed a continuation thereof. To the extent this Agreement differs from the Original Agreement, it shall be deemed an amendment thereof.

RECITALS

- A. The City of Mosier is incorporated and operating under ORS Chapter 221. The Mosier Fire District is organized and operating under ORS Chapter 478.
- B. This Agreement is made pursuant to ORS 190.010, which authorizes governmental entities to enter into written agreements for the performance of any or all functions and activities that either party, its officers or agencies, has the authority to perform on its own.
- C. The Parties anticipate the development of a joint-use facility (hereinafter “the Joint-Use Facility”) in downtown Mosier, between the City and the Fire District, with shared uses to include the Mosier Fire Station, the Mosier City Hall, and spaces for community use.
- D. The City and the Fire District have jointly and independently sought funds for the development of the Joint-Use Facility and the Parties have earmarked all funds received for the Joint-Use Facility.
- E. The Parties have formed a Joint-Use Facility Committee (hereinafter “the JUF Committee”) comprised of an equal number of representatives from the City and the Fire District, for the purpose of developing the Joint-Use Facility project. The Parties now wish to clarify the authority of the Joint-Use Facility Committee to raise and spend earmarked funds, enter into agreements, and make decisions in furtherance of the Joint-Use Facility project.

AGREEMENT

1. Treatment of Incoming Funding for Joint-Use Facility.

- A. OPTION A:** A Party that receives funding for the purpose of the Joint-Use Facility shall, upon receipt of any such funds, assign the funds a unique tracking number identified exclusively for the Joint-Use Facility or shall otherwise place the funds in a separate account or separate Fund that is designated exclusively for the Joint-Use Facility. Any interest that accrues from money held for the Joint-Use Facility shall be allocated and

distributed to that Party's Joint-Use Facility Fund. The Parties shall collect and handle funding under this Section in accordance with applicable law and government accounting principles.

B. OPTION B: A Party that receives funding for the purpose of the Joint-Use Facility shall, upon receipt of any such funds, deposit the money into the Joint Savings Account established under Section 2 of this Agreement. The Parties shall collect and handle funding under this Section in accordance with applicable law and government accounting principles.

2. **Establishment of Joint Savings Account.** The Parties shall open a joint savings account upon the execution of this Agreement. The account opened shall be the highest interest-bearing savings account available to the Parties. Upon opening the joint savings account, [either: **OPTION A:** each Party shall deposit \$ _____ into the joint savings account from that Party's individually held JUF Fund /or/ **OPTION B:** the Parties shall deposit all funds individually held by the Parties for the Joint-Use Facility into the joint savings account]. All JUF Committee funds raised on or after the execution of this Agreement shall be deposited into the joint savings account. Any draw on the joint savings account must be authorized by each Party and contain the signature of both the Mayor and the President of the Fire District Board.
3. **Establishment of Joint Checking Account.** The Parties shall open a joint checking account upon the execution of this Agreement. All funds deposited into the joint checking account shall be made available to the JUF Committee for the Joint-Use Facility project, pursuant to the spending authority limitations set in Section 6 of this Agreement. **OPTION A:** The City and the Fire District shall each deposit \$ _____ from their respective Joint-Use Facility Funds into the joint checking account upon opening the account. **OPTION B:** The City and the Fire District shall jointly deposit \$ _____ from the joint savings account into the joint checking account upon opening the checking account.
 - A. **OPTION A: Equal Funding of the Joint Checking Account.** The Parties shall appropriate such funding amounts from their respective Joint-Use Facility Funds so that the joint checking account contains an equal amount of funds from the City and Fire District at all times.
 - B. **Ongoing Funding of the Joint Checking Account.** Prior to the commencement of each Phase (as that term is defined in Section 5(A)) of the Joint-Use Facility project, the parties shall deposit sufficient funds into the joint checking account to fully fund each Phase of the Joint-Use Facility project, once each Phase and associated estimated cost is approved by the Parties.
4. **Duties of the Joint-Use Facility Committee.** The JUF Committee shall perform the following listed duties, and those as otherwise assigned by the Parties. Duties of the JUF Committee include:
 - A. **Proposals and Cost Estimates.** The JUF Committee shall develop and propose a plan for each Phase of the Joint-Use Facility project that includes a cost estimate for each Phase. The cost estimate of each Phase shall include cost estimates for individual components of that Phase, including materials and staff. Each Phase shall include an estimated

number of hours that staff for each Party is anticipated to work on that Phase. Phases of the Joint-Use Facility project include Site Selection, Design, Fundraising, Construction, and any additional phases, as determined by the Parties or the JUF Committee (individually referred to as a “Phase” herein).

- B. Reports to City Council and Fire District Board.** The Party-appointed JUF Committee members shall report to each respective Party on all JUF Committee actions and deliberations no less than once per month.
 - C. Recommendation for Ownership and Maintenance of the Joint-Use Facility.** Before Joint-Use Facility construction begins, the JUF Committee shall recommend an ownership and maintenance framework for the Joint-Use Facility to each Party.
 - D. Accounting and Reporting of Certain Funding.** The JUF Committee shall be responsible for the accounting of funds designated for development of the Joint-Use Facility, including providing the required annual narrative and financial report to the Department of Administrative Services for the House Bill 5006 (2017) funds, per the terms that accompanied the funding. The JUF Committee shall also assist the “Working Group” identified in the 2017 Mosier Community Settlement Agreement with the Union Pacific Railroad (UPRR) in determining the proper use of the funding received from UPRR for the Joint-Use Facility in the event that construction of the Joint-Use Facility is not commenced within five years after the execution of the 2017 Mosier Community Settlement Agreement.
- 5. Authority of Joint-Use Facility Committee.** The JUF Committee is generally authorized to spend funds to hire contractors; pursue site feasibility, design, and construction; and fundraise on behalf of the Parties for the Joint-Use Facility, subject to the following restrictions and guidelines.
- A. Spending Authority.** The JUF Committee may spend up to \$[10,000 to 20,000?] on each project Phase from the joint checking account without prior approval of the Parties. Additional spending authority for each Phase shall be established by the Parties upon approval of each Phase and associated cost estimates, or upon written request of the JUF Committee. The City Manager and Fire Chief shall have signing authority over the Joint Checking Account and the signatures of both the City Manager and Fire Chief shall be required for any draw on the Joint Checking Account.
 - B. Additional Draws on the Joint Checking Account.** In addition to the amount of Spending Authority provided for under Section 5(A), the JUF Committee may direct the City Manager and Fire Chief to draw on the Joint Checking Account for work performed by City and Fire District contractors at the contractors’ contractual rate for work performed on behalf of the Joint-Use Facility project.
 - C. Contracting Authority.** The JUF Committee may direct the City Manager and Fire Chief to execute and administer contracts for the Joint-Use Facility project, including contracts for personal services and

APPROVED AS TO FORM:

Laura Westmeyer Date
City Attorney

Scope of Services

- Site plan.
 - Study building fit and orientation of floor plan options from first feasibility analysis.
 - Study on-site parking fit.
 - Apparatus circulation and turning radius.
 - Review zoning requirements including building height, parking and setback restrictions.
 - Study grading impacts. Site has approximately 15 feet of grade change from south to north.
 - Deliverable: Site plan showing general diagram of critical project features to evaluate the fit on the site.
- Comparison.
 - Study the key differences and approximate cost impacts between the two sites for evaluation by the committee.
 - Deliverable: Narrative/Matrix of 5-10 key performance differences comparing the two sites.
- Meetings.
 - Presentation to committee on findings of the alternate site study.
 - Deliverable: Meeting and travel time for committee meeting in Mosier.

Exclusions

- Programming.
 - No further study. Programming findings from first feasibility study to be applied to new site.
- Floor plan.
 - No further study. Floor plan options from first feasibility study to be applied to new site.

To be provided by Mosier

- Site survey in CAD format showing:
 - Easements, setbacks or significant site features
 - Site grading.
 - Available utilities to site including storm water, domestic water, fire water and sanitary sewer.