

*"Making a difference through excellence of service"*



## **CITY OF WARRENTON**

### **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING  
April 25, 2017 – 6:00 P.M.  
Warrenton City Commission Chambers – 225 South Main Avenue  
Warrenton, OR 97146

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1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **COMMISSIONER COMMENTS/COMMUNICATIONS/AGENDA ADDITIONS**
5. **CONSENT CALENDAR**

- A. Monthly Finance Report – March 2017
- B. Police Dept. Monthly Statistics Report – March 2017
- C. City Commission Regular Meeting Minutes – 4.11.17

6. **PUBLIC COMMENT (AGENDA ITEMS)**

At this time, anyone wishing to address the City Commission concerning items on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

7. **BUSINESS ITEMS**

- A. Oath of Office and Badge Pinning – Police Officer Joshua Hollaway
- B. Public Hearing – Mayoral Appointment
- C. Public Hearing and Consideration of Resolution No. 2487; *Approving and Adopting a Supplemental Budget by Making Appropriations for Municipal Purposes of the City of Warrenton for the Fiscal Year Ending June 30, 2017*

- D. Consideration of Second Reading of Ordinance No. 1211-A; Amending Warrenton Municipal Code (WMC) 16.04.030 Conditional Uses; *To Allow Multifamily Housing Development as a Conditional Use*
- E. Consideration of a Contract to Purchase Goods and Services with HD Fowler Co. for the Meter Replacement Project
- F. Consideration of Change Order #2; SE Ensign Pump Station Rebuild and Force Main Construction Project
- G. Consideration of Warrenton School District Lease - Library
- H. Consideration of Request for SDC Exemption for Alder Manor
- I. Consideration of 2017 Veteran's & War Memorial Grant

**8. PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest not already on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

**9. EXECUTIVE SESSION**

**10. ADJOURNMENT**

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, Deputy City Recorder, at 503-861-2233 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

**Volume 10, Issue 9**

**Monthly Finance Report**  
**March 2017**

**April 25, 2017**

**Economic Indicators**

|                       | Current    | 1 year ago |
|-----------------------|------------|------------|
| ◆ Interest Rates:     |            |            |
| LGIP :                | 1.21%      | .75%       |
| Columbia Bank:        | .05%       | .05%       |
| ◆ Prime Rate:         | 4.00%      | 3.50%      |
| ◆ CPI-U change:       | 2.4%       | .9%        |
| ◆ Unemployment Rates: |            |            |
| Clatsop County:       | not avail. | 4.5%       |
| Oregon:               | 3.8%       | 4.9%       |
| U.S.:                 | 4.5%       | 5.0%       |

**Department Statistics**

|                              |       |
|------------------------------|-------|
| ◆ Utility Bills mailed       | 3,291 |
| ◆ New Service Connections    | 5     |
| ◆ Reminder Letters           | 511   |
| ◆ Door Hangers               | 99    |
| ◆ Water Service Discontinued | 13    |
| ◆ Walk-in counter payments   | 1,223 |
| ◆ Mail payments              | 1,356 |
| ◆ Auto Pay Customers/pmts    | 554   |
| ◆ Online (Web) payments      | 594   |
| ◆ Phone payments             | 133   |
| ◆ Checks Issued              | 424   |

**Current and Pending Projects**

- ◆ 2017-2018 Budget Preparation
- ◆ 2018-2023 Capital Improvement Program

**Financial Narrative as of March 31, 2017**

**Note:** Revenues and expenses should track at 9/12 or 75% of the budget.

**General Fund:** Year to date revenues amount to \$2,933,591, which is 80% of the budget, compared to the prior year amount of \$2,900,446, which was 81.2% of the budget and are up by \$33,145. Increases are shown in property taxes, transient room tax, city franchise fees, police charges, leases, interest and miscellaneous and are offset by decreases in franchise fees, municipal court, state revenue sharing, planning charges and fire charges.

Expenses year to date amount to \$2,986,715, which is 69.2% of the budget, compared to the prior year amount of \$2,944,578 which was 73.3% of the budget. All departments are tracking under budget. A budget transfer from contingency to Admin/Comm/Finance was approved in March. Ending fund balance decreased during the year in the amount of \$53,124.

**WBA:** Business license revenue amounts to \$49,090 compared to \$44,930 last year at this time, a difference of \$4,160. The number of business licenses issued to date are 604 compared to 583 last year at this time. Year to date expenses exceed revenues by \$28,626 and reduces fund balance by the same.

**Building Department:** Permit revenues this month amount to \$18,052 and \$167,594 year to date, which is 78.6% of

the budgeted amount. Last year to date permit revenue was \$166,767, a year to date difference of \$827.

**State Tax Street:** State gas taxes received this month amount to \$23,254 for fuel sold in February and \$212,346 year to date. City gas taxes received this month amount to \$24,069 for fuel sold in January and are \$198,844 year to date. Total gas taxes year to date for the current and prior year amount to \$411,190 and \$376,237, respectively.

**Warrenton Marina:** Total revenues to date are \$476,500, 97.4% of the budgeted amount, compared to the prior year amount of \$487,981 and was 103.8% of the budgeted amount. There is \$45,665 in moorage receivables outstanding.

**Hammond Marina:** Total revenues to date are \$270,825, 99.7% of the budgeted amount, compared to the prior year amount of \$274,597 and was 104.5% of the budgeted amount. There is \$4,743 in moorage receivables outstanding.

Of the total outstanding receivables \$27,894 is over 90 days old.

**Water Fund:** Utility fees charged this month are \$103,283 and \$60,448 and \$1,201,278 and \$860,487 year to date, for in-city and out-city respectively and totals \$2,061,765 which is 83.1% of the budget. Last year at this time year to

date fees were \$1,058,050 and \$841,350, for in-city and out-city, respectively, and totaled \$1,899,400. Year to date expenses exceed revenues by \$188,450 and reduces fund balance by same.

**Sewer Fund:** Utility fees charged this month are \$157,802 and \$1,487,821 year to date, which is 78.9% of the budget. Last year at this time year to date fees were \$1,357,339. Shoreline Sanitary Fees year to date are \$85,704. Septage revenue year to date is \$227,763 and is 81.3% of the budget. Total revenues year to date are \$2,641,751 compared to \$1,645,610 at this time last year. Loan proceeds for the core conveyance project are received this year in the Sewer Fund and then transferred out to the Sewer Capital Reserve Fund to be expended on the project.

**Storm Sewer:** Utility Fees (20% of sewer fees) this month are \$31,550 and \$297,476 year to date and is 78.8% of the budget. Total year to date revenues are \$297,791 compared to \$271,541 at this time last year.

**Sanitation Fund:** Service fees charged this month for garbage and recycling were \$73,919 and \$14,681, and \$682,807 and \$130,921, year to date, and are 80.8% and 77.6% of the budget, respectively.



## Financial data as of March 2017

|                        | General Fund  |              |           |             |
|------------------------|---------------|--------------|-----------|-------------|
|                        | Current Month | Year to Date | Budget    | % of Budget |
| Beginning Fund Balance | 1,339,939     | 1,269,879    | 950,000   | 133.67      |
| Plus: Revenues         | 229,107       | 2,933,591    | 3,668,832 | 79.96       |
| Less: Expenditures     |               |              |           |             |
| Municipal Court        | 7,981         | 78,202       | 126,320   | 61.91       |
| Admin/Comm/Fin (ACF)   | 66,308        | 837,145      | 1,156,408 | 72.39       |
| Planning               | 10,937        | 103,936      | 197,533   | 52.62       |
| Police                 | 147,840       | 1,179,324    | 1,702,215 | 69.28       |
| Fire                   | 48,675        | 572,344      | 833,463   | 68.67       |
| Parks                  | 15,550        | 101,186      | 171,673   | 58.94       |
| Transfers              | 55,000        | 114,578      | 129,578   | 88.42       |
| Total Expenditures     | 352,291       | 2,986,715    | 4,317,190 | 69.18       |
| Ending Fund Balance    | 1,216,755     | 1,216,755    | 301,642   | 403.38      |

(see details of revenue, page 4)

|                        | WBA           |              |         |             |
|------------------------|---------------|--------------|---------|-------------|
|                        | Current Month | Year to Date | Budget  | % of Budget |
| Beginning Fund Balance | 115,218       | 137,741      | 150,850 | 91.31       |
| Plus: Revenues         | 878           | 55,508       | 46,200  | 120.15      |
| Less: Expenditures     | 6,981         | 84,134       | 155,047 | 54.26       |
| Ending Fund Balance    | 109,115       | 109,115      | 42,003  | 259.78      |

|                        | Building Department |              |         |             |
|------------------------|---------------------|--------------|---------|-------------|
|                        | Current Month       | Year to Date | Budget  | % of Budget |
| Beginning Fund Balance | 271,513             | 261,655      | 230,000 | 113.76      |
| Plus: Revenues         | 18,200              | 168,800      | 213,890 | 78.92       |
| Less: Expenditures     | 24,493              | 165,235      | 231,551 | 71.36       |
| Ending Fund Balance    | 265,220             | 265,220      | 212,339 | 124.90      |

|                        | State Tax Street |              |           |             |
|------------------------|------------------|--------------|-----------|-------------|
|                        | Current Month    | Year to Date | Budget    | % of Budget |
| Beginning Fund Balance | 1,417,954        | 1,421,947    | 1,180,000 | 120.50      |
| Plus: Revenues         | 48,836           | 421,050      | 799,407   | 52.67       |
| Less: Expenditures     | 19,137           | 395,344      | 1,842,462 | 21.46       |
| Ending Fund Balance    | 1,447,653        | 1,447,653    | 136,945   | 1,057.11    |

|                        | Warrenton Marina |              |         |             |
|------------------------|------------------|--------------|---------|-------------|
|                        | Current Month    | Year to Date | Budget  | % of Budget |
| Beginning Fund Balance | 299,124          | 195,027      | 170,000 | 114.72      |
| Plus: Revenues         | 14,751           | 476,500      | 489,001 | 97.44       |
| Less: Expenditures     | 51,153           | 408,805      | 614,841 | 66.49       |
| Ending Fund Balance    | 262,722          | 262,722      | 44,160  | 594.93      |



## Financial data as of March 2017, continued

|                        | Hammond Marina |                |               |               | Water Fund     |                |                |               |
|------------------------|----------------|----------------|---------------|---------------|----------------|----------------|----------------|---------------|
|                        | Current Month  | Year to Date   | Budget        | % of Budget   | Current Month  | Year to Date   | Budget         | % of Budget   |
| Beginning Fund Balance | 218,431        | 168,011        | 170,000       | 98.83         | 897,327        | 1,140,492      | 910,000        | 125.33        |
| Plus: Revenues         | 2,570          | 270,825        | 271,701       | 99.68         | 179,068        | 2,149,000      | 4,256,400      | 50.49         |
| Less: Expenditures     | 18,053         | 235,888        | 389,770       | 60.52         | 124,353        | 2,337,450      | 4,781,435      | 48.89         |
| Ending Fund Balance    | <u>202,948</u> | <u>202,948</u> | <u>51,931</u> | <u>390.80</u> | <u>952,042</u> | <u>952,042</u> | <u>384,965</u> | <u>247.31</u> |

|                        | Sewer Fund       |                  |                  |               | Storm Sewer    |                |               |               |
|------------------------|------------------|------------------|------------------|---------------|----------------|----------------|---------------|---------------|
|                        | Current Month    | Year to Date     | Budget           | % of Budget   | Current Month  | Year to Date   | Budget        | % of Budget   |
| Beginning Fund Balance | 1,354,587        | 1,369,458        | 1,300,000        | 105.34        | 333,788        | 284,330        | 210,000       | 135.40        |
| Plus: Revenues         | 681,367          | 2,641,751        | 4,328,279        | 61.03         | 31,526         | 297,791        | 377,960       | 78.79         |
| Less: Expenditures     | 587,099          | 2,562,354        | 4,411,210        | 58.09         | 33,043         | 249,850        | 532,049       | 46.96         |
| Ending Fund Balance    | <u>1,448,855</u> | <u>1,448,855</u> | <u>1,217,069</u> | <u>119.04</u> | <u>332,271</u> | <u>332,271</u> | <u>55,911</u> | <u>594.29</u> |

|                        | Sanitation Fund |                |                |               | Community Center |              |              |             |
|------------------------|-----------------|----------------|----------------|---------------|------------------|--------------|--------------|-------------|
|                        | Current Month   | Year to Date   | Budget         | % of Budget   | Current Month    | Year to Date | Budget       | % of Budget |
| Beginning Fund Balance | 350,229         | 354,473        | 375,000        | 94.53         | 9,316            | 11,801       | 11,000       | 107.28      |
| Plus: Revenues         | 88,988          | 817,318        | 1,016,132      | 80.43         | 2,378            | 13,297       | 12,515       | 106.25      |
| Less: Expenditures     | 82,411          | 814,985        | 1,170,371      | 69.63         | 1,963            | 15,367       | 21,308       | 72.12       |
| Ending Fund Balance    | <u>356,806</u>  | <u>356,806</u> | <u>220,761</u> | <u>161.63</u> | <u>9,731</u>     | <u>9,731</u> | <u>2,207</u> | <u>-</u>    |

|                        | Library       |               |               |               | Warrenton Urban Renewal Agency<br>Capital Projects Fund |                |           |             |
|------------------------|---------------|---------------|---------------|---------------|---|----------------|-----------|-------------|
|                        | Current Month | Year to Date  | Budget        | % of Budget   | Current Month   | Year to Date   | Budget    | % of Budget |
| Beginning Fund Balance | 44,295        | 31,129        | 21,000        | 148.23        | 837,472   | 42,123         | 19,154    | 219.92      |
| Plus: Revenues         | 1,171         | 52,477        | 55,727        | 94.17         | 2,065   | 2,204,950      | 4,222,122 | 52.22       |
| Less: Expenditures     | 4,060         | 42,200        | 60,172        | 70.13         | 141,367   | 1,548,903      | 4,241,276 | 36.52       |
| Ending Fund Balance    | <u>41,406</u> | <u>41,406</u> | <u>16,555</u> | <u>250.11</u> | <u>698,170</u>  | <u>698,170</u> | <u>-</u>  | <u>-</u>    |



## Financial data as of March 2017, continued

## (\$) Cash Balances as of March, 2017

|                     |           |                  |           |                  |         |
|---------------------|-----------|------------------|-----------|------------------|---------|
| General Fund        | 1,469,470 | Warrenton Marina | 236,400   | Storm Sewer      | 290,290 |
| WBA                 | 109,415   | Hammond Marina   | 197,983   | Sanitation Fund  | 267,774 |
| Building Department | 277,211   | Water Fund       | 633,194   | Community Center | 13,160  |
| State Tax Street    | 1,456,956 | Sewer Fund       | 1,103,499 | Library          | 41,754  |

## Warrenton Urban Renewal Agency

|                  |           |
|------------------|-----------|
| Capital Projects | 903,513   |
| Debt Service     | 1,166,961 |

| General Fund Revenues  | Collection Frequency | 2016-2017 Budget | Actual as a         | Collections/Accruals |                  | (over) under budget |
|------------------------|----------------------|------------------|---------------------|----------------------|------------------|---------------------|
|                        |                      |                  | % of Current Budget | Year to date         |                  |                     |
|                        |                      |                  |                     | March 2017           | March 2016       |                     |
| Property taxes-current | AP                   | 884,586          | 95.72               | 846,696              | 824,189          | 37,890              |
| Property taxes-prior   | AP                   | 35,000           | 59.88               | 20,957               | 23,718           | 14,043              |
| County land sales      | A                    | -                | 0.00                | -                    | -                | -                   |
| Franchise fees         | MA                   | 534,000          | 71.32               | 380,832              | 405,972          | 153,168             |
| COW - franchise fees   | M                    | 124,338          | 81.08               | 100,815              | 91,485           | 23,523              |
| Transient room tax     | Q                    | 462,109          | 70.16               | 324,234              | 307,244          | 137,875             |
| Liquor licenses        | A                    | 625              | 104.00              | 650                  | 650              | (25)                |
| State revenue sharing  | MQ                   | 125,559          | 59.69               | 74,946               | 77,080           | 50,613              |
| Municipal court        | M                    | 127,175          | 59.51               | 75,681               | 89,681           | 51,494              |
| Planning charges       | I                    | 55,000           | 35.06               | 19,284               | 111,753          | 35,716              |
| Police charges         | I                    | 6,000            | 120.23              | 7,214                | 3,806            | (1,214)             |
| Fire charges           | SM                   | 92,481           | 69.62               | 64,387               | 77,452           | 28,094              |
| Park charges           | I                    | -                | 0.00                | 275                  | 100              |                     |
| Housing rehab loans    | I                    | -                | 0.00                | -                    | 689              | -                   |
| Miscellaneous          | I                    | 1,300            | 1140.77             | 14,830               | 7,896            | (13,530)            |
| Interest               | M                    | 5,000            | 166.38              | 8,319                | 5,001            | (3,319)             |
| Lease receipts         | M                    | 209,251          | 75.19               | 157,326              | 132,301          | 51,925              |
| Donations              | I                    |                  | 0.00                | -                    | 3,325            | -                   |
| <b>Sub-total</b>       |                      | <b>2,662,424</b> | <b>78.74</b>        | <b>2,096,446</b>     | <b>2,162,342</b> | <b>565,978</b>      |
| Overhead               | M                    | 1,006,408        | 83.18               | 837,145              | 738,104          | 169,263             |
| <b>Total revenues</b>  |                      | <b>3,668,832</b> | <b>79.96</b>        | <b>2,933,591</b>     | <b>2,900,446</b> | <b>735,241</b>      |

M - monthly

S - semi-annual

Q - quarterly

I - intermittently

SM - Semi-annual in November then monthly

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

AP - As paid by taxpayer beginning in November

R - renewals due in July and new licenses intermittently

MA - pacificorp-monthly, Century Link-quarterly, others annually in March A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2017. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



5-B



# WARRENTON POLICE DEPARTMENT

## MARCH 2017 STATISTICS

APRIL 25, 2017



### News & Events:

- A uniform vendor was at the station on Friday March 31<sup>st</sup>. He measured newest officer Joshua Hollaway for all of his new uniforms. He also measured five other officers who are due to get new ballistic vests as theirs have reached the 5-year expiration this year. The uniforms will take a couple weeks to get shipped once they are ordered and the vests will take 60-90 days. Officer Hollaway will use a used vest that fits him until his new vest comes in.
- Officer Joshua Hollaway officially started at the WPD on Monday April 3<sup>rd</sup>. He will start with his Field Training Officer on April 5<sup>th</sup> and we will have his ceremonial swearing in and badge pinning ceremony at tonight's (April 25<sup>th</sup>) Commission Meeting.
- Chief Workman represented the City at the Mass Shelter Project Kickoff meeting on Monday April 3<sup>rd</sup> at the Guy Boyington building. The City will participate in a facilitated tabletop exercise later this summer.
- Chief Workman met with Public Works Director Jim Dunn and Operations Manager Kyle Sharpsteen on April 4<sup>th</sup> to discuss several on-going projects and upcoming yearly events that both departments help facilitate.
- On Wednesday April 5<sup>th</sup> we had the 2003 Impala detailed and then on April 10<sup>th</sup> a representative from Clatsop Behavior Health signed the title and took possession of the vehicle. This donation was approved by Commission on March 14<sup>th</sup>.
- On Saturday April 8<sup>th</sup> Chief Workman, Officers Johnston, McKee, Fontana, & Rankin helped with the Color the Coast for Autism 5k Run/Walk. There were no incidents, the weather cooperated, and there were a couple hundred participants.
- Chief Workman attended the OACP Annual Conference in Bend April 10<sup>th</sup> to 14<sup>th</sup>.

| March Statistics (% changes are compared to 2017) |              |       |             |       |             |      |             |
|---|--------------|-------|-------------|-------|-------------|------|-------------|
| Category  | 2017         | 2016  | % Chg       | 2015  | % Chg       | 2014 | % Chg       |
| Calls for Service                                 | <b>638</b>   | 716   | <b>-11%</b> | 621   | <b>3%</b>   | 606  | <b>5%</b>   |
| Incident Reports                                  | <b>217</b>   | 143   | <b>52%</b>  | 127   | <b>71%</b>  | 121  | <b>79%</b>  |
| Arrests/Citations                                 | <b>88</b>    | 111   | <b>-21%</b> | 79    | <b>11%</b>  | 95   | <b>-7%</b>  |
| Traffic Events                                    | <b>174</b>   | 260   | <b>-33%</b> | 157   | <b>11%</b>  | 157  | <b>11%</b>  |
| DUII Calls  | <b>4</b>     | 5     | <b>-20%</b> | 2     | <b>100%</b> | 2    | <b>500%</b> |
| Traffic Accidents                                 | <b>20</b>    | 13    | <b>54%</b>  | 41    | <b>-51%</b> | 34   | <b>-41%</b> |
| Property Crimes                                   | <b>46</b>    | 92    | <b>-50%</b> | 79    | <b>-42%</b> | 100  | <b>-54%</b> |
| Disturbances                                      | <b>68</b>    | 73    | <b>-7%</b>  | 49    | <b>39%</b>  | 154  | <b>-56%</b> |
| Drug/Narcotics Calls                              | <b>4</b>     | 6     | <b>-33%</b> | 4     | <b>0%</b>   | 7    | <b>-43%</b> |
| Animal Complaints                                 | <b>19</b>    | 27    | <b>-30%</b> | 14    | <b>36%</b>  | 26   | <b>-27%</b> |
| Officer O.T.                                      | <b>214.3</b> | 107.5 | <b>99%</b>  | 34.75 | <b>517%</b> | 41   | <b>423%</b> |
| Reserve Hours                                     | <b>16.5</b>  | 57    | <b>-71%</b> | 82.5  | <b>-80%</b> | 71.5 | <b>-77%</b> |



| Category             | Jan  | Feb   | Mar    | Apr | May | Jun | Jul | Aug | Sep |
|----------------------|------|-------|--------|-----|-----|-----|-----|-----|-----|
| Calls for Service    | 571  | 524   | 638    |     |     |     |     |     |     |
| Incident Reports     | 138  | 135   | 217    |     |     |     |     |     |     |
| Arrests/Citations    | 58   | 70    | 88     |     |     |     |     |     |     |
| Traffic Events       | 185  | 144   | 174    |     |     |     |     |     |     |
| DUII Calls           | 2    | 8     | 4      |     |     |     |     |     |     |
| Traffic Accidents    | 13   | 17    | 20     |     |     |     |     |     |     |
| Property Crimes      | 50   | 57    | 46     |     |     |     |     |     |     |
| Disturbances         | 49   | 47    | 68     |     |     |     |     |     |     |
| Drug/Narcotics Calls | 6    | 6     | 4      |     |     |     |     |     |     |
| Animal Complaints    | 15   | 9     | 19     |     |     |     |     |     |     |
| Officer O.T.         | 104  | 136.5 | 214.25 |     |     |     |     |     |     |
| Reserve Hours        | 34.5 | 28.5  | 16.5   |     |     |     |     |     |     |

| Oct | Nov | Dec | 2016 YTD | 2016 Estimate | 2016 | 2016 v 2015 | 2015   | 2016 v. 2014 | 2014   | 2016 v. 2013 |
|-----|-----|-----|----------|---------------|------|-------------|--------|--------------|--------|--------------|
|     |     |     | 1733     | 6932          | 7982 | -13%        | 8239   | -16%         | 8317   | -17%         |
|     |     |     | 490      | 1960          | 1739 | 13%         | 1749   | 12%          | 1515   | 29%          |
|     |     |     | 216      | 864           | 961  | -10%        | 925    | -7%          | 994    | -13%         |
|     |     |     | 503      | 2012          | 2407 | -16%        | 2353   | -14%         | 2220   | -9%          |
|     |     |     | 14       | 56            | 37   | 51%         | 15     | 273%         | 14     | 300%         |
|     |     |     | 50       | 200           | 219  | -9%         | 291    | -31%         | 408    | -51%         |
|     |     |     | 153      | 612           | 850  | -28%        | 805    | -24%         | 1374   | -55%         |
|     |     |     | 164      | 656           | 855  | -23%        | 781    | -16%         | 1359   | -52%         |
|     |     |     | 16       | 64            | 73   | -12%        | 42     | 52%          | 80     | -20%         |
|     |     |     | 43       | 172           | 294  | -41%        | 311    | -45%         | 318    | -46%         |
|     |     |     | 455      | 1819          | 1789 | 2%          | 1249   | 46%          | 997.5  | 82%          |
|     |     |     | 80       | 318           | 577  | -45%        | 901.75 | -65%         | 804.75 | -60%         |

The following is a graphic representation of statistics for March 2017 using our [CrimeReports.com](http://CrimeReports.com) membership. If you go to the website you can zoom in on each incident for more details.

- Violent**
- Property**
- Quality Of Life**
- 911 & Other**
- Vehicle Stop
- Assault
- Breaking & Entering
- Disorder
- Alarm
- Assault with Deadly Weapon
- Property Crime
- Quality of Life
- Arson
- Weapons Offense
- Homicide
- Property Crime Commercial
- Drugs
- Death
- Community Policing
- Kidnapping
- Property Crime Residential
- Liquor
- Family Offense
- Proactive Policing
- Robbery
- Theft
- Missing Person
- Emergency
- Other Sexual Offense
- Theft from Vehicle
- Other
- Fire
- Sexual Assault
- Theft of Vehicle
- Pedestrian Stop
- Traffic
- Sexual Offense
- Vehicle Recovery



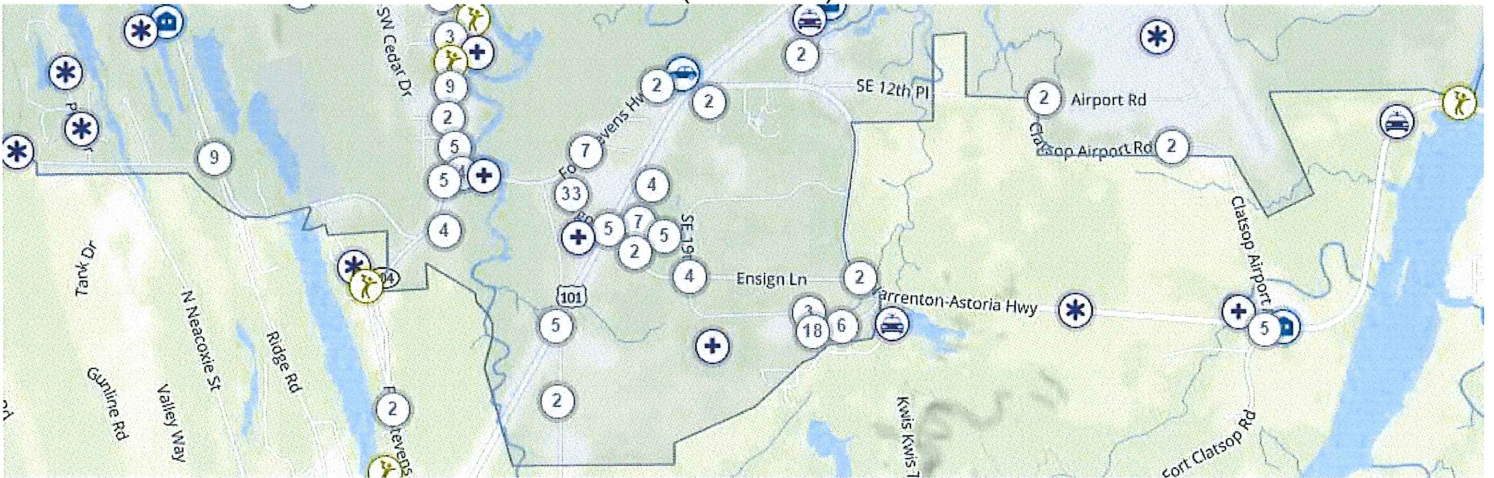
Incident trends



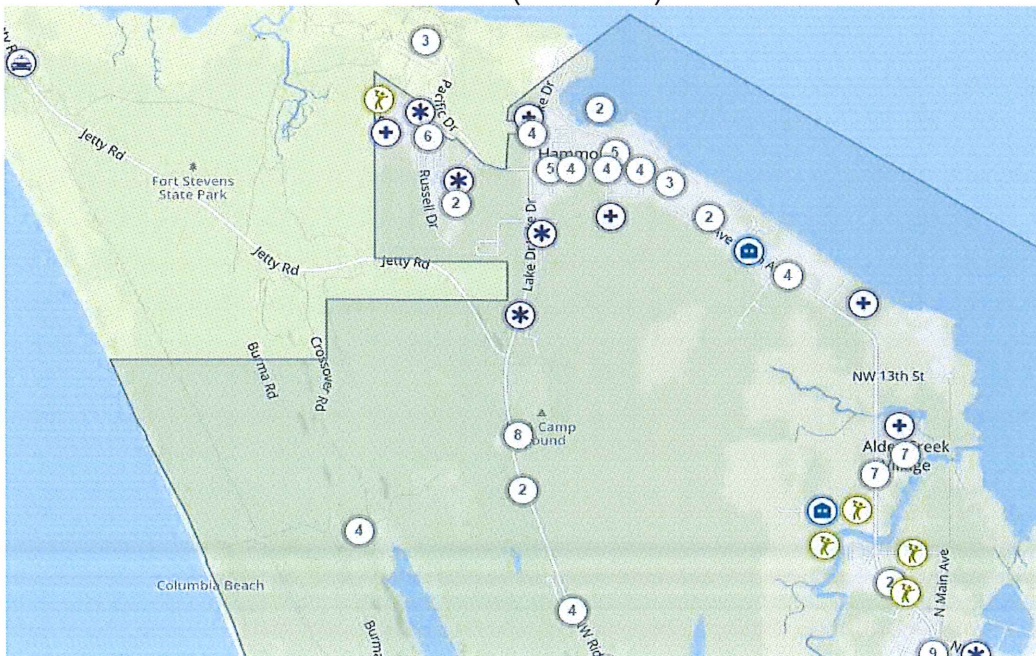
Incidents (Warrenton) #1



Incidents (Warrenton) #2



Incidents (Hammond)





5-C

MINUTES  
Warrenton City Commission  
Regular Meeting – April 11, 2017  
6:00 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Pro Tem Balensifer called the meeting to order at 6:09 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Pro Tem Henry Balensifer, Tom Dyer, Pam Ackley and Rick Newton

Staff Present: City Manager Linda Engbretson, Legal Counsel Chad Jacobs, Public Works Director Jim Dunn, Public Works Operations Manager Kyle Sharpsteen, Harbor Master Jane Sweet, City Engineer Collin Stelzig, Community Development Director Skip Urling, Finance Director April Clark and Deputy City Recorder Dawne Shaw

COMMISSIONER COMMENTS

Commissioner Newton congratulated Commissioner Ackley on being selected as one in the top 10% percent of Realtors.

Commissioner Dyer welcomed everyone and noted his appreciation for how civil people are at our meetings.

Commissioner Ackley welcomed everyone.

City Manager Engbretson reminded the Commission of the CIP work session next Tuesday, 4/18, and also noted the Town Hall meeting with Senator Bonamici on Saturday, 4/15. Ms. Engbretson stated the County Manager would like to schedule another joint city/county meeting. After brief discussion the Commission agreed on the date of May 17<sup>th</sup> at McMenamini's in Gearhart. Ms. Engbretson requested to add an agenda item; Kelli Olson from North Coast Abate, who has requested to use a portion of city street for event parking.

Mayor Pro Tem Balensifer noted he also would like to add an agenda item; item 6-H – a presentation from Willis Van Dusen regarding the ballot measure for air medical transportation services. He stated he would like to move items 6-H and 6-I, (Kelli Olson from North Coast Abate) up, after agenda item 6-B. Mayor Pro Tem Balensifer proceeded to welcome everyone. He noted the Library Board meeting minutes, which were included in the agenda packet, and stated they should help citizens understand the decisions that were made in regards to the Serendipity Café location. Mayor Pro Tem Balensifer asked the Commission's permission to add an "institution" to the meeting agenda; to allow for public comment for items on the agenda, right after the consent calendar. Consensus was to add Public Comment on agenda items right



before Business Items to the meeting agenda going forward. It was noted there will still be Public Comment at the end of the meetings for items not on the agenda.

#### CONSENT CALENDAR

- A. City Commission Work Session Minutes – 3.14.17
- B. City Commission Meeting Minutes – 3.28.17
- C. Community Library Board Meeting Minutes – Dec 2016
- D. Planning Commission Meeting Minutes – Dec 2016
- E. Planning Commission Meeting Minutes – Feb 2017
- F. Building/Planning Dept. Update – First Quarter 2017

Commissioner Ackley thanked Community Development Director Urling for the update and asked about the secondary access at the Forest Rim development. Mr. Urling gave a brief update and noted he will submit monthly updates to the Commission for review. Mayor Pro Tem Balensifer noted concerns about receiving Planning Commission meeting minutes and the need to remain impartial. Mr. Urling stated he will not submit the minutes on potentially contentious issues.

**Commissioner Ackley made the motion to approve the consent calendar and the agenda as amended. Motion was seconded and passed unanimously.**

**Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye**

#### PUBLIC COMMENT (Agenda Items)

John Orr, speaking as an employee of Trails End Recovery, spoke in favor of Agenda Item 6-D, No Public Use for Tax Lot 81021CB1500.

Steve Fulton, Port Commissioner spoke in opposition to Agenda Item 6-H, noting he is in favor of Lifeflight but opposed the bond issue.

Pat O’Grady, spoke in regards to the Mayoral race, and spoke in favor of Commissioner Newton. Mayor Pro Tem Balensifer noted the Mayor appointment is not on the agenda.

#### BUSINESS

City Manager Engbretson stated since former Mayor Kujala resigned his position, effective March 28, 2017, the office must be declared vacant, per Section 31 of the City Charter. The Commission may then fill the vacant position by appointment; a majority vote is required to validate the appointment. The Commission may choose the process to consider the appointment to fill the Mayor’s office, term-ending December 31, 2018.

**Commissioner Ackley made the motion to declare the office of Mayor officially vacant as of April 11, 2017. Motion was seconded and passed unanimously.**

#### MINUTES

Warrenton City Commission

Regular Meeting – 04.11.17

Page: 2

**Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye**

City Manager Engbretson clarified that until an appointment is made Commissioner Balensifer remains Mayor Pro Tem. Discussion continued on how to proceed. Consensus was to have a Public Hearing regarding the appointment of the Mayor at the next Commission meeting, April 25, 2017. The discussion continued on the process to fill the vacant Commission seat, noting interested persons should submit a Letter of Interest and a Resume to City Hall.

Sidney Van Dusen, from Way to Wellville explained of the 2017 Wellville National Gathering and handed out an agenda of upcoming events. She invited the Commission to attend the events and a crab feed, to learn more about what Way to Wellville is doing.

Willis Van Dusen discussed a grass roots effort to help promote the Air Medical Transportation Services Bond Measure 4-187. He explained the measure and stated he would like to have a Commission vote or a letter showing support for the measure. Brief discussion continued and Commissioners Newton and Ackley noted they would like more time to review the information. Consensus was to put a letter of support on the next meeting agenda.

Kelli Olson, from North Coast Abate noted they will have a fund raising “Spring Fever Road Run,” Saturday, April 22<sup>nd</sup> 2:30 – 5:30; and requested a street closure near Lighthouse Park, for motorcycle parking. City Manager Engbretson noted there are no staff objections. Consensus was to allow the street closure.

Mayor Pro Tem Balensifer noted there was a previous request to consider whether Tax Lot 81021CB1500 serves a public purpose, and after discussion the Commission requested the neighboring property owners be notified. He noted if it is deemed no public purpose, the property reverts back to the County and will most likely be put up for auction. City Manager Engbretson stated the neighbors had been notified. She noted the property was deeded to the City in 1963 for the purpose of a garbage dump/stump dump, sand pit and other purposes; however the City has no further need for this property. She stated Police Chief Workman noted the property is adjacent to what it is identified as a meeting place for tsunami evacuation.

**Commissioner Dyer made the motion to declare “No Public Purpose” for Tax Lot 81021CB1500. Motion was seconded and passed unanimously.**

**Balensifer – aye; Ackley – aye; Dyer – Aye; Newton - aye**

Commissioner Dyer stated he requested a discussion on Prevailing Wage Rate Legislation be placed on the agenda. He noted his concerns regarding the financial impact of prevailing wage, noting the money could be better spent elsewhere, such as schools. Brief discussion continued and it was suggested to discuss a possible repeal at the County meeting and also with Senator Betsy Johnson. Legal Counsel Jacobs suggested also submitting it to the League of Oregon Cities.



City Manager Engbretson stated staff met with Molly Lawrence, Attorney with VanNess Feldman last week to discuss the challenge to FEMA's implementation of the National Marine Fisheries Services' Biological Opinion for the implementation of the National Flood Insurance Program in the State of Oregon. Ms. Lawrence presented information and a request to Warrenton to participate in the coalition challenging the Oregon Biological Opinion. Ms. Engbretson noted City Engineer Collin Stelzig also attended and has prepared a summary. Mr. Stelzig submitted a copy of his summary and reviewed the details. He noted they are requesting a contribution of \$500 to join the Coalition. Mayor Pro Tem Balensifer expressed concern for increased legal expenses, beyond the initial \$500. Mr. Stelzig stated Ms. Lawrence confirmed the City can withdraw from the lawsuit at any time. Brief discussion continued and consensus was to join the Coalition with a maximum cost of \$500.

**Commissioner Ackley made the motion to authorize staff to take necessary steps to participate in the Coalition Challenging the Oregon Biological Opinion. Motion was seconded and passed unanimously.**

**Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye**

Community Development Director Urling presented Ordinance No. 1211-A; a Code Amendment to Allow Multifamily Development as a Conditional Use in the C-1 General Commercial Zoning District. He stated the housing situation has changed dramatically and this is a measure help loosen up the market. He noted development proposals would get extra scrutiny under the conditional use permit review. Mr. Urling noted a public hearing was conducted at the March 9, 2017 Planning Commission meeting, and they voted unanimously to recommend the adoption of the ordinance. Brief discussion continued on the C-1 areas that could be conditional use. Mayor Pro Tem Balensifer noted concerns about deviation from the vision plan and having multifamily housing on the Harbor and Main corridors; Harbor from Hwy 101 to the 4-way stop at Main, and Main from the 4-way stop to Hwy 101 Alt.

**Based on the findings and recommendation of the Planning Commission, Commissioner Ackley made the motion to approve the first reading by title only, of Ordinance No. 1211-A, Amending Warrenton Municipal Code 16.40.030, Conditional Uses, to Allow Multifamily Housing Development as a Conditional Use in the C-1 General Commercial Zoning District. Motion was seconded and passed.**

**Balensifer – nay; Ackley – aye; Dyer – aye; Newton – aye**

**Commissioner Balensifer noted for the record, his opposition was not to the amendment in general, but based upon the corridors that he specified.**

Commissioner Newton presented a draft Resolution No. 2485; Declaring the City of Warrenton a City of Inclusivity. Commissioner Newton noted Astoria passed a Resolution of Inclusivity and Seaside is working on one. He noted there were some concerns over language included in the resolution. Mayor Pro Tem Balensifer stated resolution included in the packet is an amended

version, and brief discussion continued on the amended language. Legal Counsel Jacobs noted the corrected language is also found in State law.

**Commissioner Newton made the motion to adopt Resolution No. 2485, *A Resolution Reaffirming the City of Warrenton's Policy of Inclusivity with Respect to the People of all Nations*. Motion was seconded and passed.**

**Balensifer – aye; Ackley – aye; Dyer – nay; Newton – aye**

**Commissioner Dyer noted for the record that his objection is not in regards to being inclusive, but he grew up in a law background and he has a tough time supporting something that does not reflect the law of the land.**

#### PUBLIC COMMENT

Scott Widdicombe asked if a City of Inclusivity is the same as a Sanctuary City. The Commission noted they are not the same. Mr. Widdicombe also noted concerns about the bond measure for Life Flight, and had questions regarding the change orders presented in the Urban Renewal Agency meeting.

Steve Fulton, spoke in regards to the Biological Opinion and noted he previously asked the City for support at the Port meetings to discuss participation in levee certification. He noted it would be very helpful if the City Engineer could attend a Port meeting to make a presentation to the Port Commission.

Diane Collier noted a historical photo in the Commission Chambers and asked permission to have restored. The Commission agreed.

Barb Balensifer asked for clarification on the process to choose the next Mayor and the new Commissioner. She requested the public be allowed to ask questions. The Commission clarified, the Meet and Greet is for Commission seat; Public Hearing/Public Comment is for the Mayor position, and the public can ask questions.

There being no further business Mayor Pro Tem Balensifer adjourned the regular meeting at 7:16 p.m., and announced an executive session, under the authority of ORS 192.660(2)(h); *to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed*. He stated the Commission is not expected to return to regular session to take action on any item considered in the executive session.

#### MINUTES

Warrenton City Commission

Regular Meeting – 04.11.17

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APPROVED:

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Henry Balensifer, Mayor Pro Tem

ATTEST:

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Dawne Shaw, Deputy City Recorder

*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

7-A

## **AGENDA MEMORANDUM**

**TO:** The Warrenton City Commission  
**FROM:** Mathew J. Workman, Chief of Police  
**DATE:** April 25, 2017  
**SUBJ:** Police Officer Oath of Office and Badge Pinning Ceremony

### **SUMMARY**

The Warrenton Police Department recently hired Joshua Hopllaway as a full-time police officer. We would like to conduct an Oath of Office and badge-pinning ceremony before the City Commission and officiated by the Mayor.

### **RECOMMENDATION/SUGGESTED MOTION**

N/A

### **ALTERNATIVE**

None.

### **FISCAL IMPACT**

N/A

### **ATTACHMENTS:**

Copy of the Police Officer Oath of Office.

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Linda Englebert", written over a horizontal line.

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.



**City of  
Warrenton  
Police**



**Mathew J. Workman, Chief of Police**

## **Oath of Office Ceremony**

- Chief Workman will introduce each officer/reserve individually and either pin the badge on them or introduce who they chose to pin the badge on them.
- Chief Workman will then call for Mayor Balenseifer to administer the "Oath of Office"

Raise you right hand...

*Do you solemnly swear that you will support  
the Constitution of the United States of America,  
the Constitution and Laws of the State of Oregon,  
the laws and ordinances of the City of Warrenton,  
and the Rules and Regulations of the Warrenton Police  
Department; and that you will, well and faithfully, discharge  
the duties of the office to which you have been appointed,  
in and for the City of Warrenton, according to law, and to the  
best of your ability.*

**Congratulations!**



7-C

## CITY OF WARRENTON

### Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission  
From: April Clark  
Finance Director  
Date: April 25, 2017

**Regarding – Consideration of Resolution No. 2487 Approving and Adopting a Supplemental Budget by making Appropriations for Municipal Purposes of the City of Warrenton for the fiscal year ending June 30, 2017**

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**SUMMARY:**

Staff is presenting a supplemental budget for your approval in order to amend the current budget to allow for additional spending authority in the Water Fund and the Library Fund.

In the Water Fund this adjustment provides for the use of IFA Business Oregon loan funding for the Water Meter Replacement Project in the amount of \$1,100,000. This increases loan proceeds and increases spending authority in materials and services in the Water Fund.

Public Works Director, Jim Dunn will be available to discuss the recommendation.

In the Library Fund this adjustment provides for the use of a transfer from the General Fund in the amount of \$15,000. This increases resources and increases spending authority in materials and services and contingency to assist with library relocation expenses and additional rent payments. Materials and services are increased by \$7,000 to cover current year estimated relocation costs, additional utilities and rent. Contingency is increased by \$8,000 since actual additional costs are unknown. If the Contingency is not needed this fiscal year, it will be available as part of beginning fund balance to help offset the additional operating costs for the first four months of the following year as property taxes from the local option tax do not come in until November.

The Library Site Manager, Nettie-Lee Calog will be available to discuss the recommendation.

**RECOMMENDATION:**

Staff recommends the following motions:

“I move to approve Resolution No. 2487 Approving and Adopting a Supplemental Budget by making appropriations for municipal purposes of the City of Warrenton for the fiscal year ending June 30, 2017.”

**ALTERNATIVE:**

No alternative is being recommended.



**FISCAL IMPACT:**

\$640,000 of the Loan from IFA Business Oregon is forgivable and was previously approved by the Commission. The remaining \$460,000 is a 20 year loan at 1%. This adjustment allows for the use of those funds. Debt Service will be budgeted in future years. The Library adjustment has an offsetting resource to allow for the additional spending. This does not add to the overall budget as the \$15,000 transfer to the Library is part of a budgeted transfer and expenditure in the Facilities Maintenance Fund that is being redirected to the Library.

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Linda Engstrom", is written over a horizontal line.

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

City of Warrenton

Supplemental Budget

Water Fund

Library Fund

Public Notice: April 14, 2017

Public Hearing: April 25, 2017

Proposed Adoption: April 25, 2017



City of Warrenton  
Budget Document

Water Fund 025 (430)

| Historical Data                |                       |                                  | Budget for Fiscal Year<br>7/1/2016 - 6/30/2017 |                                  |                                    |                                 |                                 |                   |
|--------------------------------|-----------------------|----------------------------------|--|----------------------------------|------------------------------------|---------------------------------|---------------------------------|-------------------|
| Actual<br>FYE 6/30/14          | Actual<br>FYE 6/30/15 | Adopted<br>Budget<br>FYE 6/30/16 | Resources<br>and<br>Requirements               | Proposed by<br>Budget<br>Officer | Approved by<br>Budget<br>Committee | Adopted by<br>Governing<br>Body | Plus:<br>Supplemental<br>Budget | Amended<br>Budget |
| <b>Resources</b>               |                       |                                  |  |                                  |                                    |                                 |                                 |                   |
| \$1,877,706                    | \$1,329,838           | \$ 900,000                       | 300000 Beginning Fund Balance                  | \$ 910,000                       | \$ 910,000                         | \$ 910,000                      |                                 | \$ 910,000        |
|                                |                       | 1,630,000                        | 334250 Loan Proceeds-IFA                       | 1,630,000                        | 1,630,000                          | 1,630,000                       |                                 | 1,630,000         |
|                                |                       |                                  | Loan Proceeds-IFA Water Meters                 |                                  |                                    |                                 | 1,100,000                       | 1,100,000         |
| 45,575                         | 37,742                | 40,000                           | 340025 Connection Charges                      | 50,000                           | 50,000                             | 50,000                          |                                 | 50,000            |
| 1,138,395                      | 1,223,239             | 1,200,000                        | 344000 Utilities - in city                     | 1,320,000                        | 1,320,000                          | 1,320,000                       |                                 | 1,320,000         |
| 758,623                        | 886,321               | 860,000                          | 344500 Utilities - outside city                | 1,000,000                        | 1,000,000                          | 1,000,000                       |                                 | 1,000,000         |
|                                |                       | 309,000                          | Rate increase: in and outside city 7%          | 162,400                          | 162,400                            | 162,400                         |                                 | 162,400           |
| 20,412                         | 20,773                | 20,000                           | 345000 Late Fees                               | 20,000                           | 20,000                             | 20,000                          |                                 | 20,000            |
| 30,723                         | 30,393                | 30,000                           | 346000 Door Hanger Fees                        | 30,000                           | 30,000                             | 30,000                          |                                 | 30,000            |
| 15,140                         | 13,380                | 15,000                           | 347000 Shut Off Fees                           | 14,000                           | 14,000                             | 14,000                          |                                 | 14,000            |
| 4,850                          | 5,100                 | 4,500                            | 348000 Service Calls - in city                 | 4,000                            | 4,000                              | 4,000                           |                                 | 4,000             |
| 520                            | 410                   | 1,000                            | 348500 Service Calls - outside city            | 1,000                            | 1,000                              | 1,000                           |                                 | 1,000             |
| 1,100                          | 1,400                 | 1,000                            | 349000 NSF Fees                                | 1,000                            | 1,000                              | 1,000                           |                                 | 1,000             |
| 4,979                          | 10,019                |                                  | 360000 Miscellaneous                           |                                  |                                    |                                 |                                 |                   |
| 9,764                          | 5,593                 | 6,000                            | 361000 Interest Earnings                       | 4,000                            | 4,000                              | 4,000                           |                                 | 4,000             |
|                                |                       |                                  | 365002 Contributions for Operations            |                                  |                                    | 20,000                          |                                 | 20,000            |
|                                |                       |                                  | 366000 Proceeds from Sale of Assets            |                                  |                                    |                                 |                                 |                   |
| <u>3,907,787</u>               | <u>3,564,208</u>      | <u>5,016,500</u>                 | <b>Total Resources</b>                         | <u>5,146,400</u>                 | <u>5,146,400</u>                   | <u>5,166,400</u>                | <u>1,100,000</u>                | <u>6,266,400</u>  |
| <b>Requirements</b>            |                       |                                  |  |                                  |                                    |                                 |                                 |                   |
| Personnel Services-Water Dept: |                       |                                  |  |                                  |                                    |                                 |                                 |                   |
| 348,268                        | 383,894               | 363,000                          | 110000 Regular Salaries (7.8044 FTE)           | 436,000                          | 436,000                            | 436,000                         |                                 | 436,000           |
| 20,811                         | 23,231                | 35,000                           | 110001 Overtime                                | 35,000                           | 35,000                             | 35,000                          |                                 | 35,000            |
| 1,656                          | 841                   |                                  | 110002 Part-Time Regular Salaries              |                                  |                                    |                                 |                                 |                   |
| 27,479                         | 30,275                | 30,447                           | 141000 FICA                                    | 36,032                           | 36,032                             | 36,032                          |                                 | 36,032            |
| 12,644                         | 11,006                | 12,553                           | 142000 Workers Compensation                    | 17,290                           | 17,290                             | 17,290                          |                                 | 17,290            |
| 1,093                          | 1,566                 | 1,194                            | 143000 Unemployment                            | 1,413                            | 1,413                              | 1,413                           |                                 | 1,413             |
| 65,743                         | 73,433                | 83,466                           | 144000 Retirement                              | 101,413                          | 101,413                            | 101,413                         |                                 | 101,413           |
| 106,058                        | 90,266                | 98,586                           | 145000 Health Insurance                        | 119,101                          | 119,101                            | 119,101                         |                                 | 119,101           |
| 848                            | 910                   | 902                              | 146000 Life Insurance                          | 700                              | 700                                | 700                             |                                 | 700               |
| 140,132                        | 140,505               | 169,416                          | 199999 Personnel services overhead(1.6601 FTI  | 171,281                          | 171,281                            | 171,281                         |                                 | 171,281           |
| <u>\$ 724,732</u>              | <u>\$ 755,927</u>     | <u>\$ 794,564</u>                | <b>Total Personnel Services</b>                | <u>\$ 918,230</u>                | <u>\$ 918,230</u>                  | <u>\$ 918,230</u>               | <u>\$ -</u>                     | <u>\$ 918,230</u> |

City of Warrenton  
Budget Document

Water Fund 025 (430)

| Historical Data       |                                  |                                  | Budget for Fiscal Year<br>7/1/2016 - 6/30/2017 |                                  |                                    |                                 |                                 |                                 |
|-----------------------|----------------------------------|----------------------------------|--|----------------------------------|------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Actual<br>FYE 6/30/14 | Adopted<br>Budget<br>FYE 6/30/15 | Adopted<br>Budget<br>FYE 6/30/16 | Resources<br>and<br>Requirements               | Proposed by<br>Budget<br>Officer | Approved by<br>Budget<br>Committee | Adopted by<br>Governing<br>Body | Adopted by<br>Governing<br>Body | Adopted by<br>Governing<br>Body |
|                       |                                  |                                  | <b>Requirements</b>                            |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Water Dept.                                    |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Distribution System:                           |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Materials and Services: (430)                  |                                  |                                    |                                 |                                 |                                 |
| \$ 2,371              | \$ 1,604                         | \$ 2,527                         | 210000 Office Supplies                         | \$ 2,000                         | \$ 2,000                           | \$ 2,000                        |                                 | \$ 2,000                        |
| 5,014                 | 4,075                            | 8,921                            | 211000 Postage                                 | 6,500                            | 6,500                              | 6,500                           |                                 | 6,500                           |
| 11,354                | 10,799                           | 10,000                           | 223000 General Supplies                        | 9,000                            | 9,000                              | 9,000                           |                                 | 9,000                           |
| 872                   | 610                              | 800                              | 223001 Janitorial Supplies                     | 800                              | 800                                | 800                             |                                 | 800                             |
| 334                   | 935                              | 400                              | 223002 Chemical Supplies                       | 150                              | 150                                | 150                             |                                 | 150                             |
| 2,616                 | 1,448                            | 2,100                            | 223004 Uniforms                                | 2,100                            | 2,100                              | 2,100                           |                                 | 2,100                           |
| 69                    | 45                               | 1,500                            | 223005 Safety                                  | 1,000                            | 1,000                              | 1,000                           |                                 | 1,000                           |
| 3,876                 | 1,291                            | 3,979                            | 310000 Printing/Advertising                    | 3,000                            | 3,000                              | 3,000                           |                                 | 3,000                           |
| 4,738                 | 6,127                            | 8,000                            | 320000 Dues/Meetings/Training/Travel           | 9,000                            | 9,000                              | 9,000                           |                                 | 9,000                           |
| 4,192                 | 3,897                            | 5,400                            | 340000 Electricity                             | 3,900                            | 3,900                              | 3,900                           |                                 | 3,900                           |
| 3,554                 | 3,910                            | 4,850                            | 340002 Communications                          | 5,000                            | 5,000                              | 5,000                           |                                 | 5,000                           |
| 104                   | 115                              | 220                              | 340005 Water                                   | 150                              | 150                                | 150                             |                                 | 150                             |
| 256                   | 263                              | 290                              | 340006 Sewer                                   | 300                              | 300                                | 300                             |                                 | 300                             |
| 26                    | 26                               | 30                               | 340007 Storm Sewer                             | 135                              | 135                                | 135                             |                                 | 135                             |
| 4,731                 | 4,688                            | 4,750                            | 340008 Sanitation                              | 4,750                            | 4,750                              | 4,750                           |                                 | 4,750                           |
| 15,919                | 13,668                           | 18,000                           | 362000 Gasoline/Oil/Lubricants                 | 12,000                           | 12,000                             | 12,000                          |                                 | 12,000                          |
| 18,993                | 15,976                           | 18,000                           | 366000 Equipment Maintenance                   | 15,000                           | 15,000                             | 15,000                          |                                 | 15,000                          |
| 102,588               | 124,162                          | 100,000                          | 371000 Construction and Materials              | 124,000                          | 124,000                            | 124,000                         |                                 | 124,000                         |
| 8,534                 | 7,878                            | 10,000                           | 371001 Rock                                    | 12,500                           | 12,500                             | 12,500                          |                                 | 12,500                          |
| 5,369                 |                                  | 10,000                           | 371002 Fire Hydrant Replacement                |                                  |                                    |                                 |                                 |                                 |
| 6,457                 | 34,396                           | 50,000                           | 371004 Water Meter Replacement                 | 50,000                           | 50,000                             | 50,000                          | 1,100,000                       | 1,150,000                       |
| 726                   | 76                               | 1,800                            | 378000 Building Maintenance                    | 10,000                           | 10,000                             | 10,000                          |                                 | 10,000                          |
| 54,033                | 27,421                           | 77,120                           | 380000 Professional Services                   | 75,000                           | 75,000                             | 75,000                          |                                 | 75,000                          |
| 3,902                 | 4,597                            | 4,573                            | 380005 Professional Services-online payments   | 7,137                            | 7,137                              | 7,137                           |                                 | 7,137                           |
| 9,367                 | 9,349                            | 10,700                           | 380006 Professional Services-utility billing   | 10,534                           | 10,534                             | 10,534                          |                                 | 10,534                          |
| 25,636                | 17,682                           | 15,500                           | 380020 Computer and Software Support           | 16,000                           | 16,000                             | 16,000                          |                                 | 16,000                          |
| 26,070                | 11,871                           | 8,200                            | 380050 Non-capital Equipment                   | 9,000                            | 9,000                              | 9,000                           |                                 | 9,000                           |
| 92,724                | 103,023                          | 120,013                          | 390090 Overhead Cost (Indirect Allocation)     | 135,280                          | 135,280                            | 135,280                         |                                 | 135,280                         |
| 200                   |                                  | 1,000                            | 410000 Permits and Fees                        | 1,000                            | 1,000                              | 1,000                           |                                 | 1,000                           |
| 34,115                | 36,697                           | 41,377                           | 420000 Franchise Fees (3%)                     | 42,372                           | 42,372                             | 42,372                          |                                 | 42,372                          |
| <b>448,740</b>        | <b>446,629</b>                   | <b>540,050</b>                   | Sub-total                                      | <b>567,608</b>                   | <b>567,608</b>                     | <b>567,608</b>                  | <b>1,100,000</b>                | <b>1,667,608</b>                |
|                       |                                  |                                  | Treatment Facility:                            |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Materials and Services: (435)                  |                                  |                                    |                                 |                                 |                                 |
| \$ 235                | \$ 348                           | \$ 400                           | 210000 Office Supplies                         | \$ 400                           | \$ 400                             | \$ 400                          |                                 | \$ 400                          |
| 2,713                 | 2,656                            | 2,500                            | 223000 General Supplies                        | 2,500                            | 2,500                              | 2,500                           |                                 | 2,500                           |
| 590                   | 620                              | 700                              | 223001 Janitorial Supplies                     | 700                              | 700                                | 700                             |                                 | 700                             |
| 29,098                | 39,053                           | 60,000                           | 223002 Chemical Supplies                       | 40,000                           | 40,000                             | 40,000                          |                                 | 40,000                          |
| 610                   | 390                              | 400                              | 223004 Uniforms                                | 400                              | 400                                | 400                             |                                 | 400                             |
| 20                    | 23                               | 200                              | 310000 Printing/Advertising                    | 200                              | 200                                | 200                             |                                 | 200                             |
| 2,643                 | 510                              | 2,500                            | 320000 Dues/Meetings/Training/Travel           | 2,500                            | 2,500                              | 2,500                           |                                 | 2,500                           |
| 49,186                | 46,727                           | 56,000                           | 340000 Electricity                             | 50,000                           | 50,000                             | 50,000                          |                                 | 50,000                          |
| 3,370                 | 3,555                            | 3,800                            | 340002 Communications                          | 3,500                            | 3,500                              | 3,500                           |                                 | 3,500                           |
| 8,299                 | 10,046                           | 13,000                           | 340005 Water                                   | 13,000                           | 13,000                             | 13,000                          |                                 | 13,000                          |
| 2,048                 | 617                              | 2,500                            | 362000 Gasoline/Oil/Lubricants                 | 2,000                            | 2,000                              | 2,000                           |                                 | 2,000                           |
| 68,477                | 110,071                          | 130,000                          | 366000 Equipment Maintenance                   | 150,000                          | 150,000                            | 150,000                         |                                 | 150,000                         |
| 20,146                | 44,297                           | 60,000                           | 371000 Repair and Maintenance                  | 60,000                           | 60,000                             | 60,000                          |                                 | 60,000                          |
| 1,019                 | 635                              | 3,000                            | 380000 Professional Services                   | 3,000                            | 3,000                              | 3,000                           |                                 | 3,000                           |
| 28,332                | 2,060                            | 4,500                            | 380020 Computer and Software Support           | 4,500                            | 4,500                              | 4,500                           |                                 | 4,500                           |
| 5,878                 | 1,196                            | 6,000                            | 380050 Non-capital Equipment                   | 5,000                            | 5,000                              | 5,000                           |                                 | 5,000                           |
| 1,312                 | 1,344                            | 2,000                            | 410000 Permits and Fees                        | 1,000                            | 1,000                              | 1,000                           |                                 | 1,000                           |
| 40                    |                                  |                                  | 460000 Environmental Cleanup                   |                                  |                                    |                                 |                                 |                                 |
| <b>223,976</b>        | <b>264,188</b>                   | <b>347,500</b>                   | Sub-total                                      | <b>338,700</b>                   | <b>338,700</b>                     | <b>338,700</b>                  | <b>-</b>                        | <b>338,700</b>                  |



City of Warrenton  
Budget Document

Water Fund 025 (430)

| Historical Data       |                                  |                                  | Budget for Fiscal Year<br>7/1/2016 - 6/30/2017 |                                  |                                    |                                 |                                 |                                 |
|-----------------------|----------------------------------|----------------------------------|--|----------------------------------|------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Actual<br>FYE 6/30/14 | Adopted<br>Budget<br>FYE 6/30/15 | Adopted<br>Budget<br>FYE 6/30/16 | Resources<br>and<br>Requirements               | Proposed by<br>Budget<br>Officer | Approved by<br>Budget<br>Committee | Adopted by<br>Governing<br>Body | Adopted by<br>Governing<br>Body | Adopted by<br>Governing<br>Body |
|                       |                                  |                                  | <b>Requirements</b>                            |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Raw Water:                                     |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Materials and Services: (440)                  |                                  |                                    |                                 |                                 |                                 |
| \$ 2,672              | \$ 1,319                         | \$ 1,575                         | 223000 General Supplies                        | \$ 1,575                         | \$ 1,575                           | \$ 1,575                        |                                 | \$ 1,575                        |
|                       |                                  | 500                              | 223002 Chemical Supplies                       | 500                              | 500                                | 500                             |                                 | 500                             |
|                       |                                  | 100                              | 223004 Uniforms                                | 250                              | 250                                | 250                             |                                 | 250                             |
| 100                   | 982                              | 1,000                            | 223005 Safety Supplies                         | 1,000                            | 1,000                              | 1,000                           |                                 | 1,000                           |
|                       |                                  | 50                               | 310000 Printing/Advertising                    | 50                               | 50                                 | 50                              |                                 | 50                              |
| 1,119                 | 2,455                            | 1,200                            | 340000 Electricity                             | 1,400                            | 1,400                              | 1,400                           |                                 | 1,400                           |
| 4,892                 | 3,954                            | 5,500                            | 362000 Gasoline/Oil/Lubricants                 | 5,500                            | 5,500                              | 5,500                           |                                 | 5,500                           |
| 30,044                | 23,966                           | 30,000                           | 366000 Waterworks Maintenance                  | 35,000                           | 35,000                             | 35,000                          |                                 | 35,000                          |
| 32,773                | 5,698                            | 20,000                           | 371000 Waterworks Repairs                      | 25,000                           | 25,000                             | 25,000                          |                                 | 25,000                          |
| 2,457                 | 14,050                           | 10,000                           | 380000 Professional Services                   | 80,000                           | 80,000                             | 80,000                          |                                 | 80,000                          |
| 282                   | 4,566                            | 2,500                            | 380050 Non-capital Equipment                   | 2,500                            | 2,500                              | 2,500                           |                                 | 2,500                           |
|                       |                                  | 1,000                            | 410000 Permits and Fees                        | 3,000                            | 3,000                              | 3,000                           |                                 | 3,000                           |
|                       |                                  | 500                              | 460000 Environmental Cleanup                   | 500                              | 500                                | 500                             |                                 | 500                             |
| 74,339                | 56,990                           | 73,925                           | Sub-total                                      | 156,275                          | 156,275                            | 156,275                         | -                               | 156,275                         |
|                       |                                  |                                  | South Water Reservoir:                         |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Materials and Services: (445)                  |                                  |                                    |                                 |                                 |                                 |
|                       |                                  | 150                              | 223002 Chemical Supplies                       | 150                              | 150                                | 150                             |                                 | 150                             |
|                       |                                  | 100                              | 223005 Safety Supplies                         | 100                              | 100                                | 100                             |                                 | 100                             |
| 8,699                 | 7,825                            | 10,000                           | 340000 Electricity                             | 10,000                           | 10,000                             | 10,000                          |                                 | 10,000                          |
| 6,074                 | 6,686                            | 6,800                            | 340002 Communications                          | 6,200                            | 6,200                              | 6,200                           |                                 | 6,200                           |
| 1,549                 | 1,247                            | 2,000                            | 362000 Gasoline/Oil/Lubricants                 | 2,000                            | 2,000                              | 2,000                           |                                 | 2,000                           |
| 7,724                 | 7,847                            | 10,000                           | 366000 Waterworks Maintenance                  | 10,000                           | 10,000                             | 10,000                          |                                 | 10,000                          |
| 3,491                 | 2,057                            | 4,000                            | 371000 Waterworks Repairs                      | 4,000                            | 4,000                              | 4,000                           |                                 | 4,000                           |
|                       | 600                              |                                  | 380000 Professional Services                   |                                  |                                    |                                 |                                 |                                 |
|                       |                                  | 500                              | 380020 Computer/Software Support               |                                  |                                    |                                 |                                 |                                 |
| 850                   | 875                              |                                  | 380050 Non-capital Equipment                   | 500                              | 500                                | 500                             |                                 | 500                             |
| 28,387                | 27,137                           | 33,550                           | 410000 Permits & Fees                          |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Sub-total                                      | 32,950                           | 32,950                             | 32,950                          | -                               | 32,950                          |
| 775,442               | 794,944                          | 995,025                          | Grand total Materials and Services             | 1,095,533                        | 1,095,533                          | 1,095,533                       | 1,100,000                       | 2,195,533                       |
|                       |                                  |                                  | Not allocated:                                 |                                  |                                    |                                 |                                 |                                 |
|                       |                                  |                                  | Debt Service:                                  |                                  |                                    |                                 |                                 |                                 |
| 379,032               | 410,852                          | 408,063                          | Principal                                      | 432,416                          | 432,416                            | 432,416                         |                                 | 432,416                         |
| 339,506               | 242,815                          | 224,148                          | Interest                                       | 204,709                          | 204,709                            | 204,709                         |                                 | 204,709                         |
| 718,538               | 653,667                          | 632,211                          | Total Debt Service                             | 637,125                          | 637,125                            | 637,125                         | -                               | 637,125                         |
|                       |                                  |                                  | Transfers to Other Funds:                      |                                  |                                    |                                 |                                 |                                 |
|                       | 427,486                          | 335,257                          | 860029 Water Fund Capital Reserve-operations   | 480,547                          | 480,547                            | 480,547                         |                                 | 480,547                         |
|                       |                                  | 1,630,000                        | Water Fund Capital Reserve-Loan                | 1,630,000                        | 1,630,000                          | 1,630,000                       |                                 | 1,630,000                       |
| 359,237               | 427,486                          | 1,965,257                        | Total Transfers to Other Funds                 | 2,110,547                        | 2,110,547                          | 2,110,547                       | -                               | 2,110,547                       |
| -                     | -                                | 428,879                          | 800000 Contingency-14.5% of operating exp      | 384,379                          | 384,379                            | 384,379                         |                                 | 384,379                         |
|                       |                                  | 428,879                          | Total Contingency                              | 384,379                          | 384,379                            | 384,379                         | -                               | 384,379                         |
| 2,577,949             | 2,632,024                        | 4,815,936                        | Total Expenditures                             | 5,145,814                        | 5,145,814                          | 5,145,814                       | 1,100,000                       | 6,245,814                       |
| 1,329,838             | 932,184                          | 200,564                          | 880001 Ending Fund Balance                     | 586                              | 586                                | 20,586                          | -                               | 20,586                          |
| \$3,907,787           | \$3,564,208                      | \$5,016,500                      | <b>Total Requirements</b>                      | \$5,146,400                      | \$5,146,400                        | \$5,166,400                     | \$1,100,000                     | \$6,266,400                     |

City of Warrenton  
Budget Document

Library Fund 020 (455)

| Historical Data     |                |             | Budget for Fiscal Year<br>7/1/2016 - 6/30/2017 |                            |                              |                           |                           |                  |
|---------------------|----------------|-------------|--|----------------------------|------------------------------|---------------------------|---------------------------|------------------|
| Actual              | Adopted Budget |             | Resources and Requirements                     | Proposed by Budget Officer | Approved by Budget Committee | Adopted by Governing Body | Plus: Supplemental Budget | Amended Budget   |
| FYE 6/30/14         | FYE 6/30/15    | FYE 6/30/16 |  |                            |                              |                           |                           |                  |
| <b>Resources</b>    |                |             |  |                            |                              |                           |                           |                  |
| \$ 27,212           | \$ 28,398      | \$ 29,000   | 300000   | \$ 21,000                  | \$ 21,000                    | \$ 21,000                 |                           | \$ 21,000        |
| 2,558               | 2,255          | 2,000       | 311200   | 2,000                      | 2,000                        | 2,000                     |                           | 2,000            |
|                     |                |             | 334100   |                            |                              | 600                       |                           | 600              |
| 1,000               | 1,000          | 1,000       | 334200   | 1,000                      | 1,000                        | 1,000                     |                           | 1,000            |
| 421                 | 223            | 400         | 351200   | 200                        | 200                          | 200                       |                           | 200              |
| 937                 | 1,557          | 1,000       | 351500   | 600                        | 600                          | 600                       |                           | 600              |
| 253                 | 249            | 275         | 360000   | 275                        | 275                          | 275                       |                           | 275              |
| 120                 | 132            | 100         | 361000   | 100                        | 100                          | 100                       |                           | 100              |
| 289                 | 6,995          | 400         | 365000   | 4,000                      | 4,000                        | 4,000                     |                           | 4,000            |
|                     |                |             | 910001   |                            |                              |                           | 15,000                    | 15,000           |
| 32,790              | 40,809         | 34,175      |  | 29,175                     | 29,175                       | 29,775                    | 15,000                    | 44,775           |
| 42,015              | 43,403         | 44,803      | 311100   | 47,552                     | 47,552                       | 47,552                    |                           | 47,552           |
|                     |                |             |  |                            |                              |                           |                           |                  |
| 74,805              | 84,212         | 78,978      | <b>Total Resources</b>                         | <b>76,727</b>              | <b>76,727</b>                | <b>77,327</b>             | <b>15,000</b>             | <b>92,327</b>    |
| <b>Requirements</b> |                |             |  |                            |                              |                           |                           |                  |
|                     |                |             |  |                            |                              |                           |                           |                  |
|                     |                |             |  |                            |                              |                           |                           |                  |
| 21,736              | 22,664         | 24,500      | 110002   | 25,250                     | 25,250                       | 25,250                    |                           | 25,250           |
| 1,452               | 1,551          | 1,874       | 141000   | 1,932                      | 1,932                        | 1,932                     |                           | 1,932            |
| 57                  | 76             | 70          | 142000   | 71                         | 71                           | 71                        |                           | 71               |
| 58                  | 80             | 74          | 143000   | 76                         | 76                           | 76                        |                           | 76               |
| 2,663               | 2,733          | 3,005       | 144000   | 3,080                      | 3,080                        | 3,080                     |                           | 3,080            |
| 4,483               | 3,541          | 4,366       | 145000   | 4,619                      | 4,619                        | 4,619                     |                           | 4,619            |
| 71                  | 74             | 84          | 146000   | 60                         | 60                           | 60                        |                           | 60               |
| 1,916               | 2,592          | 3,075       | 199999   | 3,936                      | 3,936                        | 3,936                     |                           | 3,936            |
| 32,436              | 33,311         | 37,048      | <b>Total Personnel Services</b>                | <b>39,024</b>              | <b>39,024</b>                | <b>39,024</b>             | <b>-</b>                  | <b>39,024</b>    |
|                     |                |             |  |                            |                              |                           |                           |                  |
|                     |                |             |  |                            |                              |                           |                           |                  |
| 1,889               | 2,423          | 2,500       | 210000   | 2,500                      | 2,500                        | 2,500                     |                           | 2,500            |
|                     | 36             | 500         | 211000   | 100                        | 100                          | 100                       |                           | 100              |
| 2,589               | 6,717          | 3,000       | 223000   | 3,000                      | 3,000                        | 3,600                     |                           | 3,600            |
| 317                 | 1,008          | 1,000       | 223001   | 1,000                      | 1,000                        | 1,000                     |                           | 1,000            |
| 1,317               | 1,321          | 1,400       | 223002   | 1,400                      | 1,400                        | 1,400                     |                           | 1,400            |
|                     |                |             | 223003   | 1,500                      | 1,500                        | 1,500                     |                           | 1,500            |
| 538                 | 1,276          | 500         | 310000   | 500                        | 500                          | 500                       |                           | 500              |
| 446                 | 1,084          | 1,000       | 320000   | 500                        | 500                          | 500                       |                           | 500              |
| 1,185               | 1,054          | 1,200       | 340000   | 1,100                      | 1,100                        | 1,100                     |                           | 1,100            |
| 712                 | 848            | 1,275       | 340001   | 1,175                      | 1,175                        | 1,175                     |                           | 1,175            |
| 803                 | 749            | 850         | 340002   | 900                        | 900                          | 900                       |                           | 900              |
| 231                 | 255            | 300         | 340005   | 400                        | 400                          | 400                       |                           | 400              |
| 570                 | 540            | 600         | 340006   | 600                        | 600                          | 600                       |                           | 600              |
| 57                  | 102            | 80          | 340007   | 80                         | 80                           | 80                        |                           | 80               |
| 146                 | 152            | 200         | 340008   | 200                        | 200                          | 200                       |                           | 200              |
| 113                 | 65             | 1,000       | 366000   | 200                        | 200                          | 200                       |                           | 200              |
| 675                 | 947            | 2,000       | 371000   | 1,000                      | 1,000                        | 1,000                     |                           | 1,000            |
| 101                 | 179            | 100         | 380000   | 400                        | 400                          | 400                       |                           | 400              |
|                     |                |             | 380010   |                            |                              |                           | 7,000                     | 7,000            |
| 1,014               | 1,468          | 1,000       | 380020   | 1,500                      | 1,500                        | 1,500                     |                           | 1,500            |
|                     | 399            |             | 380050   |                            |                              |                           |                           |                  |
| 1,268               | 1,900          | 2,162       | 390090   | 3,093                      | 3,093                        | 3,093                     |                           | 3,093            |
| 13,971              | 22,523         | 20,667      | <b>Total Materials and Services</b>            | <b>21,148</b>              | <b>21,148</b>                | <b>21,748</b>             | <b>7,000</b>              | <b>28,748</b>    |
|                     |                |             |  |                            |                              |                           |                           |                  |
|                     |                |             |  |                            |                              |                           |                           |                  |
| -                   | -              | 19,238      | 800000   |                            |                              |                           | 8,000                     | 8,000            |
| 46,407              | 55,834         | 76,953      | <b>Total Expenditures</b>                      | <b>60,172</b>              | <b>60,172</b>                | <b>60,772</b>             | <b>15,000</b>             | <b>75,772</b>    |
|                     |                |             |  |                            |                              |                           |                           |                  |
|                     |                |             | 880001   | 2,880                      | 2,880                        | 2,880                     |                           | 2,880            |
| 28,398              | 28,378         | 2,025       | 880001   | 13,675                     | 13,675                       | 13,675                    |                           | 13,675           |
| \$ 74,805           | \$ 84,212      | \$ 78,978   | <b>Total Requirements</b>                      | <b>\$ 76,727</b>           | <b>\$ 76,727</b>             | <b>\$ 77,327</b>          | <b>\$ 15,000</b>          | <b>\$ 92,327</b> |



**RESOLUTION NO. 2487**  
**Introduced by All Commissioners**

**APPROVING AND ADOPTING A SUPPLEMENTAL BUDGET BY  
MAKING APPROPRIATIONS FOR MUNICIPAL PURPOSES OF THE CITY OF WARRENTON  
FOR THE FISCAL YEAR COMMENCING JULY 1, 2016 AND ENDING JUNE 30, 2017**

WHEREAS, a local government may prepare a supplemental budget under ORS 294.471.

WHEREAS, preparing a supplemental budget does not authorize the governing body to impose additional ad valorem taxes ORS 294.471(4).

The City of Warrenton hereby does resolve as follows:

Section 1. Be it resolved that the Warrenton City Commission, for the City of Warrenton, hereby adopts the supplemental budget for the 2016-2017 fiscal year,

Section 2. Be it resolved that this supplemental budget increases loan proceeds by \$1,100,000 in the Water Fund and allows for additional spending authority in the Water Department materials and services for a Water Meter Replacement Project in the same amount.

Section 3. Be it resolved that this supplemental budget also increases resources as Transfers In to the Library Fund in the amount of \$15,000 from the General Fund and allows additional spending authority in materials and services and contingency in the same amount to assist with relocation costs and rental fees.

Section 4. Be it resolved that the amounts for the fiscal year beginning July 1, 2016, are hereby appropriated for the purposes shown below, as follows:

| <b>Fund/Description</b>   | <b>Adopted<br/>Budget</b> | <b>Change</b>    | <b>Amended Budget</b> |
|---------------------------|---------------------------|------------------|-----------------------|
| <i>Water Fund:</i>        |                           |                  |                       |
| <b>Total Resources</b>    | <b>5,166,400</b>          | <b>1,100,000</b> | <b>6,266,400</b>      |
| Water Department          | 2,033,763                 | 1,100,000        | 3,133,763             |
| Debt Service              | 637,125                   |                  | 637,125               |
| Contingency               | 384,379                   |                  | 384,379               |
| Transfers                 | 2,110,547                 |                  | 2,110,547             |
| Ending Fund Balance       | 586                       |                  | 0                     |
| <b>Total Requirements</b> | <b>5,166,400</b>          | <b>1,100,000</b> | <b>6,266,400</b>      |

| <b>Fund/Description</b>   | <b>Adopted Budget</b> | <b>Change</b> | <b>Amended Budget</b> |
|---------------------------|-----------------------|---------------|-----------------------|
| <i>Library Fund:</i>      |                       |               |                       |
| <i>Total Resources</i>    | <u>77,327</u>         | <u>15,000</u> | <u>92,327</u>         |
| Library                   | 60,772                | 7,000         | 67,772                |
| Contingency               | 0                     | 8,000         | 8,000                 |
| Ending Fund Balance       | 16,555                |               | 16,555                |
| <i>Total Requirements</i> | <u>77,327</u>         | <u>15,000</u> | <u>92,327</u>         |

This resolution is effective on April 25, 2017.

PASSED by the City Commission of the City of Warrenton this \_\_\_\_ day of \_\_\_\_\_, 2017

APPROVED by the Mayor of the City of Warrenton this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

7-D

*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

**AGENDA MEMORANDUM**

**TO:** The Warrenton City Commission

**FROM:** Skip Urling, Community Development Director *SU*

**DATE:** For Agenda of April 25, 2017

**SUBJ:** Code Amendment To Allow Multifamily Development As A Conditional Use In The C-1 General Commercial Zoning District.

**SUMMARY**

This past April 11<sup>th</sup>, the City Commission held a public hearing to consider an amendment to Warrenton Municipal Code 16.04.030 to permit multifamily developments as a conditional use in the C-1 General Commercial zoning district. After taking testimony, the Commission approved the first reading of Ordinance No. 1211-A effecting the amendment. Staff recommends the Commission conduct the second reading and adopt the ordinance, making the amendment effective 30 days hence.

**RECOMMENDATION/SUGGESTED MOTION**

I move to conduct the second reading, by title only of Ordinance No. 1211-A amending Warrenton Municipal Code 16.40.030 to permit multifamily developments as conditional uses in the C-1 General Commercial zoning district.

After the reading:

I move to adopt Ordinance No. 1211-A.



Warrenton City Commission  
C-1 Code Amendment—Multifamily Developments as CUP  
For Agenda of April 25, 2017  
Page 2

**ALTERNATIVE**

None recommended

**FISCAL IMPACT**

None.

Approved by City Manager:



\_\_\_\_\_

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

## **Ordinance No. 1211-A**

### **An Ordinance Amending Warrenton Municipal Code (WMC) 16.40.030 Conditional Uses to allow Multifamily housing development as a conditional use.**

The City of Warrenton ordains as follows:

#### **Section 1. WMC 16.040.030 is hereby amended as follows:**

16.40.030 Conditional Uses.

The following uses and their accessory use may be permitted in the C-1 zone when approved under Chapter 16.220 and shall comply with Sections 16.40.040 through 16.40.060 and Chapters 16.124 (Landscaping) and 16.212 (Site Design Review):

A. Only the following uses and their accessory uses are permitted along Highway 101, SE Marlin and SW Dolphin Avenues, and shall comply with the above noted sections and Chapter 16.132:

1. Cabinet, carpenter, woodworking or sheet metal shops.
2. Processing uses such as bottling plants, bakeries and commercial laundries.
3. Research and development establishments.
4. Wholesale storage and distribution facilities, including cold storage.
5. RV park.
6. Similar uses as those stated in this section.

B. The following uses and their accessory uses are permitted in all other C-1 zoned areas within the City limits of Warrenton:

1. Cabinet, carpenter, woodworking or sheet metal shops.
2. Building contractor shops, including plumbing, electrical and HVAC.
3. Fuel oil distributor.
4. Processing uses such as bottling plants, bakeries and commercial laundries.
5. Research and development establishments.
6. Wholesale storage and distribution facilities, including cold storage.
7. Veterinary clinic, kennels.
8. Tool and equipment rental.
9. Mini-warehouses or similar storage uses.
10. Church, synagogue, or other place of worship.
11. Commercial uses with 2nd floor residential use(s) [apartment(s)].

12. RV park.
13. Multifamily housing development subject to the development and other applicable standards of Chapter 16.36, Section 16.124.070 generally and 16.124.070.C.1 specifically, and Chapter 16.188.
14. Similar uses to those listed in this section.

**Section 2. Severability.** If any section sentence, clause or phase of this ordinance is ruled invalid by a court of competent jurisdiction, the remaining portion of this ordinance shall remain valid and in full force and effect.

**Section 3. Effective Date.** This ordinance shall be effective 30 days after the second reading.

**ADOPTED** by the City of Warrenton, Oregon, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**First Reading:** April 11, 2017

**Second Reading:** April 25, 2017

Approved:

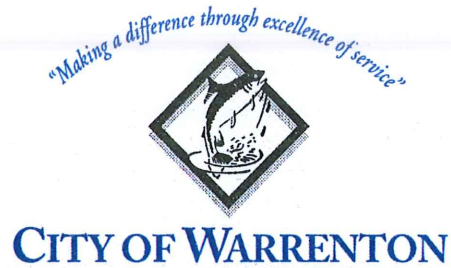
\_\_\_\_\_  
Henry Balensifer, Mayor Pro Tem

Attest:

\_\_\_\_\_  
Dawne Shaw, Deputy City Recorder



7-E



## AGENDA MEMORANDUM

TO: The Honorable Mayor and Members of the Warrenton City  
Commission and Linda Engbretson, City Manager

FROM: Public Works Director, James Dunn

DATE: April 25, 2017

SUBJ: Consideration of a contract to purchase goods and services with HD  
Fowler Co. for the Meter Replacement Project.

### SUMMARY

The City applied for financial assistance through the Business Oregon Infrastructure Finance Authority and has received a loan of \$1,100,000 for the replacement of water meters. The City Commission approved entering into a contract with IFA at the February 28, 2017 Commission meeting. Now Public Works is requesting the Commission's approval to enter into a contract for \$694,864.55 with HD Fowler to purchase the meters, and other equipment/services for the project.

### RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motion;

"I move to authorize the Mayor to execute the contract between HD Fowler and the City of Warrenton for goods and services related to the Meter Replacement Project."

**ALTERNATIVE**

1) None Recommended

**FISCAL IMPACT**

The Water Fund was adjusted to include the IFA Business Oregon Loan Funds in Resolution 2487. Therefore, this project is budgeted in the current fiscal year's Water Operating Fund.

Approved by City Manager:



---

**CITY OF WARRENTON  
CONTRACT FOR GOODS**

CONTRACT:

This Contract, made and entered into this 18th day of April, 2017, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and HD Fowler Company, 13440 SE 30<sup>th</sup> St, P.O. Box 160, Bellevue, WA 98009-0160, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR GOODS AND SERVICES: (Title: Master Meter Allegro Meter Project 2017)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached HD Fowler Company quote M318946.2, dated April 10, 2017, and is attached hereto as Exhibit A.

B. CONTRACTOR'S obligations are defined solely by this Contract, and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$694,864.55 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing 025-430-371000 for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Michael Dietzman.



7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and

The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, sub-contractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. **Automobile Liability.** Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

C. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. **Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

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

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

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

20. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries.

21. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

22. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

BY: \_\_\_\_\_  
Henry Balensifer, Mayor Date \_\_\_\_\_

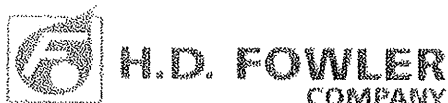
ATTEST:

\_\_\_\_\_  
Dawne Shawe, Deputy City Recorder Date \_\_\_\_\_

CONTRACTOR:

BY:  \_\_\_\_\_  
Date 4/10/17





**H.D. FOWLER**  
COMPANY

Vancouver Branch  
11316 NE Hwy 99  
VANCOUVER, WA 98686  
(360) 574-9377

Date: 04/10/17

Project: WARRENTON ALLEGRO METER SYSTEM NO INFRASTRUCTURE

Quote #: M318946.2

Location: WARRENTON, OR

Bid Date: 04/05/17 @ 12:00pm

Engineer:

Estimator: Brian Haage

Owner/Agency:

[brianh@hdfowler.com](mailto:brianh@hdfowler.com)

**TO CONTRACTORS:**

Attached is the H. D. Fowler Company quotation for materials we are offering on the above-listed project. This quotation is based on our interpretation of the plans and specifications. To accurately bid any project, it is necessary for the contractor to perform his own item and quantity take-off. We also strongly suggest that the contractor confirm the material list before ordering. Please carefully review the Terms & Conditions of Sale which also accompany this bid.

All products quoted are furnished with the factory's standard shop coating, unless otherwise stated in our quote. The provisions for field startup and the technical service of a manufacturer's representative are not included, unless otherwise stated in our quote.

Prices quoted are based on quantities shown and are subject to revision if quantities ordered vary substantially.

Due to unstable market conditions, rising fuel and raw materials costs, HD Fowler Company requests that you carefully evaluate material costs and the duration of price protection we are able to offer and plan accordingly. We value your business and will do our best to communicate changes in market conditions while assisting you through this difficult situation. Due to current unstable price conditions, unless specifically stated otherwise, the prices in this proposal are subject to change and material will be invoiced at the prices in effect at the time of shipment.

Required drawings of any kind are not included in this proposal unless specifically stated as a line item.

FOB: Our Yard

Payment Terms: Net 10th Prox.  
(subject to Credit approval)

Delivery:

Addenda Received for this project:



**H.D. FOWLER  
COMPANY**

Customer: BIDDING CONTRACTORS  
 Estimator: Brian Haage  
 Job Name: WARRENTON ALLEGRO METER SYSTEM NO INFRASTRUCTURE  
 Location: WARRENTON, OR

Quote #: M318946.2  
 Bid Date: 4/5/2017

| Line   | Qty  | UoM | Description   | Unit Price | Extended Price |
|--|------|-----|---|------------|----------------|
| <u>ANNUAL SUPPORT</u>  |      |     |   |            |                |
| 1  | 1    | EA  | ALLEGRO DRIVE-BY ANNUAL SUPPORT FOR FIRST YEAR. (TO BE BILLED BY MASTER METER ANNUALLY AFTER FIRST YEAR \$1750.00).   | 1,750.00   | 1,750.00       |
| Section Subtotal:  |      |     |   |            | 1,750.00       |
| <u>TRADE-IN PROMOTION FOR LAPTOP</u>   |      |     |   |            |                |
| 2  | 1    | EA  | (07-040-020) MODEL 5X SEMI-RUGGED LAPTOP W AC/DC POWER SUPPLY, (03-030-023) LIND LAPTOP 12 VOLT DC POWER SUPPLY. (07-040-02754) GPS RECEIVER. (12-060-012) HARMONY MOBILE READING SOFTWARE REQUIRED FOR EACH LAPTOP. (RSS-HAR-A-TR2) 2-DAY ON-SITE TRAINING, SYSTEM CONFIGURATION & TRAVEL.     | 8,416.66   | 8,416.66       |
| 3  | 1    | EA  | (199-005-98) ALLEGRO MOBILE RECEIVER & CHARGER  | 2,411.11   | 2,411.11       |
| 4  | 1    | EA  | (992-092-20) ALLEGRO MOBILE MAG MOUNT ANTENNA 450-470 MHz   | 172.23     | 172.23         |
| LAPTOP IS BEING OFFERED ON FIRST SYSTEM IN PLACE OF TABLET DUE TO THE NEED TO RUN TWO RECEIVERS. PRICING HAS BEEN ADJUSTED TO MATCH ORIGINAL TRADE-IN OFFER. |      |     |   |            |                |
| Section Subtotal:  |      |     |   |            | 11,000.00      |
| <u>ADDITIONAL UNITS</u>  |      |     |   |            |                |
| 6  | 2    | EA  | INCLUDES: 11-020-060 MODEL FZ-M1 SEMI-RUGGED 7" TABLET W/ AC/DC POWER SUPPLY, 11-020-062 MODEL FZ-M1 EXTENDED LIFE BATTERY, 03-020-033 VEHICLE SPECIFIC MOUNT FOR TABLET, 03-020-034 FZ-M1 VEHICLE CRADLE, 07-040-023WB HARMONY MANAGEMENT (MMS HOSTED) 07-040-024WB HARMONY WEB-BASED SOFTWARE | 4,800.00   | 9,600.00       |
| 7  | 1    | EA  | (199-005-98) ALLEGRO MOBILE RECEIVER & CHARGER  | 2,411.11   | 2,411.11       |
| 8  | 1    | EA  | (992-092-20) ALLEGRO MOBILE MAG MOUNT ANTENNA 450-470 MHz   | 172.23     | 172.23         |
| 9  | ***  |     | <b>ADDITIONAL TABLET IF NEEDED</b>  |            |                |
| 10   | ***  | EA  | 11-020-060 MODEL FZ-M1 SEMI-RUGGED 7" TABLET WITH AC/DC POWER SUPPLY.   | 3,161.76   | ***            |
| Section Subtotal:  |      |     |   |            | 12,183.34      |
| <u>ALLEGRO METERS</u>  |      |     |   |            |                |
| 11   | 2078 | EA  | BLMJ METER LEAD FREE BODY WITH PLASTIC BOTTOM WITH ALLEGRO REGISTER-UNDER THE GLASS PART# B12-A11-A15-0101A-1 US GALLON UCH#39 5/8" X 3/4"  | 217.37     | 451,694.86     |
| 12   | 1026 | EA  | ALLEGRO UNDER THE GLASS REGISTER (199-070-02-06) SPECIFY 3/4" OR 1" ENHANCED OR NON ENHANCED WHEN ORDERING.   | 190.00     | 194,940.00     |

## HD FOWLER COMPANY, INC. TERMS AND CONDITIONS OF SALE

### 1. AGREEMENT, ACCEPTANCE

This document ( Agreement ) contains all of the terms and conditions with respect to the sale and purchase of the material ordered by Purchaser and sold by HD Fowler Company, Inc. ( Fowler ). The Agreement constitutes the entire agreement between Fowler and Purchaser, it will not be amended, altered, or changed except by a written agreement signed by both parties. Purchaser's acceptance of the material shall conclusively evidence Purchaser's acceptance of these terms and conditions.

### 2. SHIPPING AND DELIVERY

Shipment or delivery dates are estimates only. Fowler will not be liable for any failure or delay in making shipment or delivery caused by any contingency beyond Fowler's control, or the control of Fowler's vendors, with whom Fowler has contracted to cover this offer; such contingencies include but are not limited to labor conditions, material shortages, carrier delays, acts of God, fire, weather, accidents, embargoes, war, insurrection, riots, Government regulations, or other causes beyond the control of Fowler and its vendors. The non-occurrence of the above listed contingencies with respect to Fowler and its vendors is a basic assumption of this Agreement. In no event will Fowler be liable for consequential and/or liquidated damages, and Purchaser expressly waives all such claims and damages.

When materials are sold freight on board ( FOB ) shipping point or FOB shipping point freight allowed Fowler's responsibility for loss or damage in transit terminates upon acceptance of material by the carrier. When sold FOB destination, Fowler's responsibility for loss or damage terminates upon tender of delivery by the carrier. Upon receipt of shipments, it shall be the Purchaser's responsibility to inspect materials and secure written acknowledgement from delivering carrier for any loss or damage. Claims for shortages other than loss in transit, must be made to Fowler in writing within five (5) calendar days after receipt of shipment.

### 3. RETURNS

Materials may not be returned without Fowler's written consent. Standard items normally carried in Fowler's stock, returned in a new condition, will be credited less fifteen percent (15%) to cover handling costs. Special items manufactured to order may not be returned. All returned material must be shipped freight prepaid and the risk of loss will remain with the Purchaser until Fowler receives the goods.

### 4. TAXES

Purchaser shall be responsible for the payment of all federal, state, provincial, county, local, or government taxes, including but not limited to, sales tax, use tax, value added tax, goods and services tax, or other excise tax that may be applied on the material ( Taxes ), and shall defend, indemnify and hold Fowler harmless from those Taxes. Fowler shall be responsible for any tax based solely upon its net income. Purchaser may supply Fowler with a valid Resale Certificate or other form certifying an exemption from the payment of taxes from the taxing authority having proper jurisdiction over the order.

### 5. PAYMENT TERMS

Terms of payment are net cash, due on the 10th of the month following date of shipment. Prices quoted are FOB point of origin of shipments. Prices are based on current published freight rates and are subject to adjustment if freight rates are increased. Prices include domestic packing for commercial truck shipment only. Fowler's offer herein is subject to approval by Fowler's Credit Department after Purchaser's acceptance.

If Purchaser fails to comply with terms of payment or sale, or if Purchaser's financial responsibility becomes impaired or unsatisfactory to Fowler, Fowler reserves the right to withhold further deliveries on partially filled orders and to require payment in advance or satisfactory security or guarantee that invoices will be paid when due. Purchaser agrees to accept and pay for partial shipments. The Purchaser will be liable for late fees on past due accounts at a per annum rate which may vary up to the maximum allowed by the law.

### 6. LIMITED WARRANTY

The material supplied is subject to the relevant manufacturer's warranty. When provided reasonable notice within one year of sale, Fowler shall take action necessary to correct any defective material that is warranted by the relevant manufacturer. FOWLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE, NOR SHALL FOWLER BE REQUIRED TO HOLD THE GOODS FREE OF THE CLAIM OF ANY THIRD PERSON BY WAY OF PATENT OR TRADE-MARK INFRINGEMENT, EXCEPT UNDER THE CONDITIONS AND TO THE EXTENT, IF ANY, THAT THEY ARE WARRANTED BY THE MANUFACTURER, WHOSE WARRANTY WILL BE FURNISHED UPON WRITTEN REQUEST. Fowler will not be liable for any breach of such warranty unless it is first given a reasonable opportunity to inspect the material alleged to be defective and the installation and use made thereof. In no event will Fowler be liable for consequential damages and/or liquidated damages.

### 7. INDEMNIFICATION

Purchaser agrees to defend, indemnify, and hold Fowler harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with the material to be finished under this Agreement, even though such claims may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

Purchaser's duty to indemnify Fowler shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the sole negligence of Fowler. Purchaser's duty to indemnify Fowler for liability for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the concurrent negligence of (a) Fowler and (b) Purchaser, shall apply only to the extent of negligence of Purchaser.

Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, Purchaser's waiver of immunity by the provisions of this paragraph extends only to claims against Purchaser by Fowler, and does not include, or extend to, any claims by Purchaser's employees directly against Purchaser.

Defense costs recovery shall include all fees (of attorneys and experts), costs, and expenses. In addition, Fowler shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

### 8. TERM AND TERMINATION

The terms within this Agreement shall survive the completion, suspension or termination of this Agreement and the exchange of material governed under this Agreement.

### 9. MEDIATION AND BINDING DISPUTE RESOLUTION

In the event of any dispute relating to this Agreement, the parties agree to enter into mediation under the Construction Industry Rules of the American Arbitration Association. The costs of the mediator shall be paid equally. The parties agree that mediation shall occur in Seattle, WA.

In the event mediation fails to resolve the dispute, the parties agree to submit any and all disputes to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In any dispute between Fowler and Purchaser, the prevailing party shall be awarded its reasonable attorneys' fees and costs. The parties agree to submit any action arising out of a dispute between the two parties that cannot be resolved through mediation or arbitration shall be brought to the Superior Court for the County of King, State of Washington.

### 10. APPLICABLE LAW

This Agreement shall be governed by and enforced in accordance with Washington State law.

### 11. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.



**Vancouver Branch**  
11316 NE Hwy 99  
VANCOUVER, WA 98686  
(360) 574-9377

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## QUOTATION

**Date:** 04/10/17

**Project:** WARRENTON ALLEGRO METER SYSTEM NO INFRASTRUCTURE

**Location:** WARRENTON, OR

**Engineer:**

**Owner/Agency:**

**Quote #:** M318946.2

**Bid Date:** 04/05/17 @ 12:00pm

Estimator: Brian Haage

[brianh@hdfowler.com](mailto:brianh@hdfowler.com)

### TO CONTRACTORS:

Attached is the H. D. Fowler Company quotation for materials we are offering on the above-listed project. This quotation is based on our interpretation of the plans and specifications. To accurately bid any project, it is necessary for the contractor to perform his own item and quantity take-off. We also strongly suggest that the contractor confirm the material list before ordering. Please carefully review the Terms & Conditions of Sale which also accompany this bid.

All products quoted are furnished with the factory's standard shop coating, unless otherwise stated in our quote. The provisions for field startup and the technical service of a manufacturer's representative are not included, unless otherwise stated in our quote.

Prices quoted are based on quantities shown and are subject to revision if quantities ordered vary substantially.

Due to unstable market conditions, rising fuel and raw materials costs, HD Fowler Company requests that you carefully evaluate material costs and the duration of price protection we are able to offer and plan accordingly. We value your business and will do our best to communicate changes in market conditions while assisting you through this difficult situation. Due to current unstable price conditions, unless specifically stated otherwise, the prices in this proposal are subject to change and material will be invoiced at the prices in effect at the time of shipment.

Required drawings of any kind are not included in this proposal unless specifically stated as a line item.

**FOB:** Our Yard

**Delivery:**

**Payment Terms:** Net 10th Prox.

(subject to Credit approval)

**Addenda Received for this project:**





**CITY OF WARRENTON  
PUBLIC WORKS**

Agenda Item 7-F

**Agenda Item Memorandum**

TO: The Honorable Mayor and Members of the Warrenton City Commission  
Linda Engbretson, City Manager

From: Collin Stelzig, City Engineer

Date: April 25, 2017

Subj: **Project Change Order #2**  
(SE ENSIGN PS REBUILD AND FORCE MAIN CONSTRUCTION PROJECT)

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**Summary:**

At our April 4, and April 13, 2017 Construction meetings, the Contractor, Big River Excavation (BRE), informed the City and Otak of extreme volumes of water, impacting their ability to dewater as necessary for deep excavation being adjacent to the Skipanon River. The Contractor has worked to provide a dewatering system and operated it for the last 6 weeks. This system is inadequate for the volume of water encountered in attempting to lower the groundwater as necessary for safe excavation of the wet-well. This extreme volume of water was unknown at bid time.

The Contractor has developed a system that should handle this additional volume of water. This system is a 4 unit deep-well system. BRE is submitting a Change Order, (#2) for the cost, prior to installation. See BRE back-up information attached.

Again, BRE has worked diligently to advance your Project. They are requesting your consideration of a Change Order #2 for additional work and materials that need to be added to the project. The other 5 bidders would have encountered the same issues. BRE has provided back-up for each of the items in the change order.

Otak, Inc has provided the appropriate form for Change Order #2 and a Narrative to add detail to the change order. We have carefully reviewed each item and recommend this change order as necessary to the project.

**Project Financial Status:**

|                                       |                       |                                 |
|---------------------------------------|-----------------------|---------------------------------|
| Project Engineer's Est.               | \$1,600,000.00        | (From bid tabulation)           |
| Second Lowest Bid received            | \$1,412,272.00        | (R&G, one of 6 bids rec'd.)     |
| Project Awarded to BRE                | \$1,247,655.00        | (Low Bid – BRE)                 |
| Change Order #1 (approved)            | \$ 50,350.95          | (adds 15 days to project)       |
| <b><u>Change Order #2</u></b>         | <b>\$ 67,306.35</b>   | (Date to finish: June 24, 2017) |
| <b>Project Cost with Change Order</b> | <b>\$1,365,312.30</b> |                                 |
| <b>Percentage of increase</b>         | <b>5.18%</b>          | (of orig Contract + CO #1)      |

Attached to this Commission Memo is the Otak Change Order #2 form, Otak Narrative, and BRE back-up information.

**Recommendation**

Staff recommends the following motions;

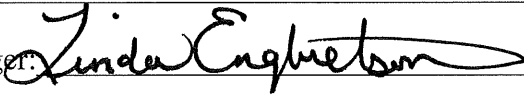
“I move to approve Change Order #2, performed on a force account basis to the not-to-exceed amount of **\$67,306.35** to Big River Construction.”

**Alternative**

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

**Fiscal Impact**

CIP – 038-430-620011

Approved by City Manager. 



4253-A Highway 101 N • seaside, oregon 97138  
503.738-3425 • fax 503.738-7455  
www.otak.com

**From:** Otak, Inc.  
**To:** Collin Stelzig, PE, City Engineer  
**Date:** April 17, 2017  
**Purpose:** Narrative to submit Change Order #2 for the SE Ensign PS and Core Conveyance Improvements Project.

---

Change Order #2 is provided by Big River Excavation, (BRE) as a result of our regularly, scheduled construction meetings. This additional narrative is provided as a courtesy to Public Works and City Officials, to encapsulate and add understanding as to why each of the items is necessary to the project.

#### **Change Order #2 – Additional Dewatering**

The Contractor, Big River Excavation (BRE) is attempting to dewater the location of the new wet well for the new pump station. At our April 4, and April 13, 2017 Construction meetings, BRE, has informed us of extreme volumes of water. The new wet-well to be installed is in close proximity to the Skipanon River. Further, this year, record rainfall adds to the dewatering issues.

The Contractor has worked to provide a dewatering system and operated it for the last 6 weeks. This system is inadequate for the volume of water and the elevation that the water must be lowered to, to safely excavate for the new pump station wet-well. This extreme volume of water was unknown at bid time.

The Contractor has developed a different system, a series of 4 deep well dewatering units, that can handle the additional volume of water, and is submitting a Change Order, (#2) for the cost.

Again, BRE has worked diligently to advance your Project. They are requesting your consideration of a Change Order #2 for additional work and materials that need to be added to the project. The other 5 bidders would have encountered the same issues. BRE has provided back-up for each of the items in the change order. (See attached.)

Otak, Inc has provided the appropriate form for Change Order #2 and this Narrative to add detail to the change order. We have carefully reviewed each item and recommend this change order as necessary to the project.

---

**The total for the attached items, materials, labor, and equipment is incorporated into this Change Order #2. The amount is \$67,306.35.**

This is only an estimation of actual and potential costs to this date. Otak will continue to manage the project in an efficient and careful manner, but we cannot guarantee final costs.

Otak appreciates this opportunity to serve the City of Warrenton/JGF.

integrated design = smart solutions





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 503.738-3425 . Fax 503 738-7455  
 www.otak.com

**SE ENSIGN/CORE CONVEYANCE**

**CHANGE ORDER #2**

|            |                                      |
|------------|--------------------------------------|
| <b>To:</b> | Ryan Lampi                           |
|            | Big River Construction, Inc.         |
|            | 1050 Olney Ave.<br>Astoria, OR 97103 |
| Tel/Cell   | (503) 338-3878                       |
| Fax:       | (503) 325-3119                       |

|                   |  |       |           |
|-------------------|--|-------|-----------|
| Otak Project No:  | 67411.007  | Date: | 4/17/2017 |
| Project Name:     | SE Ensign PS Rebuild and new FM Construction Project |       |           |
| Project Location: | Warrenton, OR  |       |           |
| Owner/Client:     | City of Warrenton                                    |       |           |
| Job Phone No:     | 503-861-2233   |       |           |

| WE HEREBY agree to make the change(s) specified below:  |   |          |       |              |  |
|---|---|----------|-------|--------------|--|
| ITEM  | DESCRIPTION                                 | QUANTITY | UNITS | UNIT COST    | TOTAL  |
| 1   | Additional Dewatering System - 4 Deep Wells | 1        | LS    | \$ 67,306.35 | \$ 67,306.35                                     |
|   |   |          |       |              |  |
|   |   |          |       |              |  |
|   |   |          |       |              |  |
|   |   |          |       |              |  |
|   |   |          |       |              |  |
|   |   |          |       |              |  |
|   |   |          |       |              |  |
|   | ( ) Indicates negative value                |          |       |              |  |
| <b>TOTAL FOR THIS CHANGE ORDER &gt;</b>   |   |          |       |              | <b>\$ 67,306.35</b>                              |
| Each item listed above has additional backup provided by Big River Construction.                |   |          |       |              |  |
| For further information on the various items, please see Narrative, supplied by OTAK, attached. |   |          |       |              |  |
| Review by City Engineer: _____  |   |          |       |              |  |
|   |   |          |       |              | <b>Subtotal: \$ 67,306.35</b>                    |
| <b>WE AGREE hereby to make changes specified above at this price:</b>                           |   |          |       |              | <b>TOTAL: \$ 67,306.35</b>                       |
|   |   |          |       |              | <b>Previous Contract Amount: \$ 1,298,005.95</b> |
|   |   |          |       |              | <b>Revised Contract Amount: \$ 1,365,312.30</b>  |

| PROJECT TIME - CALENDAR DAYS   |      |                  |
|--|------|------------------|
| Date work Started or commenced on: NTP                                 | Date | Nov. 1, 2016     |
| Original Project Duration:   | Days | 175              |
| Original Completion Date:  | Date | 4/26/2017        |
| Previous Change Order(s) total time extension:                         | Days | 13               |
| The above change to the project warrants the following time extension: | Days | 30               |
| <b>New Completion Date:</b>  |      | <b>6/24/2017</b> |

This Change Order becomes part of, and in conformance with, the existing contract.

Authorized Signature (Contractor): \_\_\_\_\_  
 Date: \_\_\_\_\_

**ACCEPTED:** The above prices and specifications of the change order are satisfactory and are hereby accepted. This change order amount and extension of time constitutes total compensation for the change, including compensation for all impacts and delays relating to the change and their cumulative effect on the project to date. All work shall be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Owner Signature: \_\_\_\_\_  
 Date of Acceptance: \_\_\_\_\_





1050 Olney Ave. | Astoria, OR 97103  
Phone: 503-338-3878 | Fax: 503-325-3119  
[www.bigrivercompanies.com](http://www.bigrivercompanies.com)

April 10<sup>th</sup>, 2017

Otak, Inc.  
4253A Hwy 101 N  
Seaside, OR 97138

**Attn:** Jon Forrester  
**Re:** SE Ensign Pump Station Rebuild and Force Main Construction Project  
**Continuation of dewatering efforts**

The current dewatering conditions being encountered were not anticipated by the contract. At the time of bid a geotechnical report and water table depth information was not made available— meaning it could not have been anticipated in the contract. The conditions encountered were not due to the contractors neglect or method of operation— a standard dewatering system was implemented by the contractor.

We based our estimate on a standard dewatering system capable of dewatering to the required elevation. However, the current conditions have shown there is more water than anticipated to successfully dewater to the required elevation. On average the dewatered elevation is being measured at -9.02, which is 3.92 above the required elevation of -13.0 (see attached logs). We are experiencing conditions outside of our control and the additional dewatering efforts are beyond the original contract.

The project specifications being utilized are in reference to the “2015 Construction Standards Specifications by ODOT – APWA”. In these specifications, refer to Section 00405.43 paragraph four, “If water or other conditions encountered require permanent correction or care not anticipated by the Contract and not due to the Contractor’s neglect or method of operation, perform the work according to 00140.60”. Section 00140.60 refers how to proceed for extra work.

We are dealing with unforeseeable conditions and factors outside of our control such as: volume of water, tidal influence, rain water and ground water infiltration. These conditions are resulting in additional costs and time that are beyond the original contract. The additional dewatering costs and process on how to proceed should be performed on a force account basis as outlined in Section 00140.60 extra work.

Ryan Lampi

## Dewatering Log

| <u>Date</u> | <u>Time</u> | <u>BGS</u> | <u>Dewatered Elevation</u> |
|-------------|-------------|------------|----------------------------|
| 22-Mar      | 12pm        | 19.5       | -8.85                      |
|             | 4pm         | 19.5       | -8.85                      |
| 23-Mar      | 3pm         | 19.5       | -8.85                      |
| 24-Mar      | 8am         | 19.5       | -8.85                      |
| 27-Mar      | 8am         | 19.42      | -8.77                      |
|             | 5pm         | 19.42      | -8.77                      |
| 28-Mar      | 8am         | 19.5       | -8.85                      |
|             | 5pm         | 19.42      | -8.77                      |
| 29-Mar      | 8am         | 19.5       | -8.85                      |
|             | 5pm         | 18.75      | -8.10                      |
| 30-Mar      | 8am         | 18.83      | -8.18                      |
|             | 1pm         | 19.75      | -9.10                      |
| 31-Mar      | 8am         | 19.5       | -8.85                      |
|             | 5pm         | 19.67      | -9.02                      |
| 1-Apr       | 6pm         | 19.67      | -9.02                      |
| 3-Apr       | 7am         | 19.75      | -9.10                      |
|             | 5pm         | 20.83      | -10.18                     |
| 4-Apr       | 7am         | 19.75      | -9.10                      |
|             | 615pm       | 20.83      | -10.18                     |
| 5-Apr       | 7am         | 19.42      | -8.77                      |
|             | 6pm         | 20.67      | -10.02                     |
| 6-Apr       | 7am         | 20         | -9.35                      |
|             | 5pm         | 19.75      | -9.10                      |
| 7-Apr       | 7am         | 19.5       | -8.85                      |
|             | 5pm         | 19.83      | -9.18                      |

**28 Deep Well System**

|                         | 1     | ls   |   |              |              |
|-------------------------|-------|------|---|--------------|--------------|
| <b>Material:</b>        | Quant | Unit |   | Unit Price   | Total        |
| 3/4"- leveling pad      | 100   | tns  | * | \$ 20.71     | \$ 2,071.00  |
|                         |       |      |   | sub total    | \$ 2,071.00  |
| <b>Equipment:</b>       | Quant | Unit |   | Unit Price   | Total        |
| Excavator JD 330        | 20    | hrs  | * | \$ 95.00     | \$ 1,900.00  |
| Other                   | 1     | ls   | * |              | \$ -         |
|                         |       |      |   | sub total    | \$ 1,900.00  |
| <b>Labor:</b>           | Quant | Unit |   | Unit Price   | Total        |
| Operator                | 20    | hrs  | * | \$ 60.94     | \$ 1,218.80  |
| Laborer                 | 40    | hrs  | * | \$ 43.67     | \$ 1,746.80  |
|                         |       |      |   | sub total    | \$ 2,965.60  |
| <b>Sub &amp; Misc.:</b> | Quant | Unit |   | Unit Price   | Total        |
| Dewatering Sub          | 1     | ls   | * | \$ 37,650.00 | \$ 37,650.00 |
| Fuel                    | 1620  | gal  | * | \$ 3.00      | \$ 4,860.00  |
| Discharge Hose          | 200   | lf   | * | \$ 9.50      | \$ 1,900.00  |
| Fire Hose Rental        | 1     | ea   | * | \$ 360.00    | \$ 360.00    |
| Baker Tank              | 1     | mo   | * | \$ 1,500.00  | \$ 1,500.00  |
| 10% Contingency         | 0.10  | %    | * | \$ 53,206.60 | \$ 5,320.66  |
|                         |       |      |   | sub total    | \$ 51,590.66 |

**NOTES:** Installallation of a 4 deep well system for dewatering. 10% contingency built in to budget incase of upsizing of pipes or any further unforeseen conditions. If contingency is not used a credit will be given for the diference. (if dewatering is longer than one month, monthly maintenance will be required at \$450 per well)

|                |                     |
|----------------|---------------------|
| <b>Cost</b>    | <b>\$ 58,527.26</b> |
| <b>percent</b> | <b>15.0%</b>        |
| <b>Total</b>   | <b>\$ 67,306.35</b> |





**BID # 17-040**

Date: April 4, 2017

9021 Waller Rd E, Tacoma, WA 98446

Estimator: [Nick Slead](mailto:sleadnick@gmail.com) – [sleadnick@gmail.com](mailto:sleadnick@gmail.com)

Phone: 253.531.2409 - Cell: 253.370.6688

Check Out Our Website! - [www.sleadnow.com](http://www.sleadnow.com)

*"Celebrating Over 55 Years of Satisfying Dewatering Experience!"*

## **SE ENSIGN PUMP STATION DEWATERING**

Tuesday, April 4, 2017

**BIG RIVER CONSTRUCTION, INC.**

**ATTN: RYAN LAMPI**

**PROJECT: SE ENSIGN PUMP STATION**

**LOCATION: WARRENTON, OREGON**

**RE: DEEP WELL DEWATERING – 4 EA – 35'-40' DEEP WELLS FOR WETWELL EXCAVATION**

### **SCOPE OF WORK / BUDGET QUOTATION**

Ryan,

We are prepared to furnish, install, operate, maintain, remove and abandon a deep well dewatering system for the above-mentioned project. Our installation will include as follows...

#### **DEEP WELLS: 4 EA 35'-40' DEEP WELL DEWATERING SYSTEM - WETWELL EXCAVATION**

Our well installation includes 12" diameter .020" - .030" slot PVC well screens placed in a 24-36" diameter boring 35'-40' deep MAX, with a clean coarse pea gravel filter pack placed in the annular space of the well. Pump size will be determined during development of each well. This proposal includes up to 6 HP Flygt 2071 Series Submersibles.

#### **POWER:**

Slead will furnish MULTI-QUIP generator(s), capable of powering any, and all pumps. Slead will supply a 300 / 550-gallon auxiliary fuel tank with the generator(s) (CONTRACTOR will fuel the generator(s)).

\*\*Pricing is based on a 30 day minimum pumping duration, with monthly maintenance thereafter. When wells are no longer needed, we will disconnect, remove, and abandon per OR-WRD standards (CONTRACTOR to assist with track-hoe etc.). Monitoring, particulate filters, discharge permits, discharge fees, etc. are excluded.

\*\*All well installation, modification, and decommissioning will be in accordance with the OREGON WATER RESOURCES DEPT. Minimum Standards for Construction and Maintenance of Wells, and the Rules and Regulations Governing the Regulation and Licensing of Well Contractors and Operators **OREGON.**\*\*





**BID # 17-040**

Date: April 4, 2017

9021 Waller Rd E, Tacoma, WA 98446

Estimator: [Nick Slead](mailto:sleadnick@gmail.com) – [sleadnick@gmail.com](mailto:sleadnick@gmail.com)

Phone: 253.531.2409 - Cell: 253.370.6688

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## WETWELL EXCAVATION – DEEP WELL DEWATERING

**Method:** Deep Well Dewatering - Bucket Auger Drilling Method

**Well Depth:** 35'-40' Deep (TBD in field based on drilling conditions)

**Quantity of Wells:** 4 EA

**Well Spacing:** Surrounding proposed wetwell excavation

|  |         |            |                    |
|--|---------|------------|--------------------|
| Mobilization – Includes NOI to Construct w/ OR-WRD     | 1 EA    | \$3,750.00 | \$3,750.00         |
| Dewatering Wells 40' Deep MAX – 6 HP FLYGT PUMPS**     | 4 EA    | \$5,650.00 | \$22,600.00        |
| HEADER: Piping, Components, Valves, Etc.               | 200 LF* | \$9.50     | \$1,900.00         |
| DISCHARGE: Piping, Components, Valves, Etc.            | 200 LF* | \$7.50     | INCLUDED           |
| MultiQuip WhisperWatt® KVA Generator                   | EA / MO | \$2,250.00 | \$2,250.00         |
| Well Decommissioning & NOI to Decom w/ OR-WRD          | 4 EA    | \$850.00   | \$3,400.00         |
| Demobilization – Includes submission of well report(s) | 1 EA    | \$3,750.00 | \$3,750.00         |
| <b>TOTAL DEEP WELL SYSTEM</b>                          |         |            | <b>\$37,650.00</b> |

\*ACTUAL LF OF HEADER AND DISCHARGE WILL BE BILLED ACCORDINGLY (200 LF DISCHARGE INCLUDED)

\*\*MONTHLY MAINTENANCE PER WELL - \$450.00 / MO PER WELL (30 DAYS INCLUDED)

### CONTRACTOR'S RESPONSIBILITIES:

- Contractor to assist SLEAD with containment of spoils / wheel loader, etc.
- Contractor will pot-hole and protect existing utilities.
- Contractor will fuel generator(s).
- Contractor will Provide water source / water truck.
- Discharge Permits, Hydrant Permit, Baker Tanks, Treatment, Filters, Fees, Etc.
- To Excavate and protect discharge pipe crossing where necessary.
- Assist in removal of well screens during abandonment / decom (Track-Hoe, Etc.).
- To provide traffic control, Barricades, Steel sheets, Etc.

Thank you for the opportunity to quote, and we look forward to being a part of your team on this project.

Sincerely,

Nick Slead - C: (253)370-6688



Slead Construction, Inc.

[www.sleadnow.com](http://www.sleadnow.com)





**BID # 17-040**

Date: April 4, 2017

9021 Waller Rd E, Tacoma, WA 98446

Estimator: Nick Slead – sleadnick@gmail.com

Phone: 253.531.2409 - Cell: 253.370.6688

Check Out Our Website! - [www.sleadnow.com](http://www.sleadnow.com)

*"Celebrating Over 55 Years of Satisfying Dewatering Experience!"*

**ADDENDUM 'A'**

**CONTRACTOR: BIG RIVER CONSTRUCTION, INC.**  
**PROJECT: SE ENSIGN PUMP STATION – WARRENTON, OREGON**

1. Slead will not be responsible for the drilling or pumping of any contaminated materials.
2. Removal of all spoil piles to be the responsibility of the General Contractor, including but not limited to clean up, sweeping and containment of water during drilling.
3. Retainage/retention is to be paid within 30 days after removal of system.
4. Slead will not be responsible for any ground settling, sliding, slipping or settling of structures, or soils erosion, or artesian conditions.
5. Any relocation, damage to, or theft of Slead's equipment, once installed, will be billed to the Owner or General Contractor on a time and materials basis.
6. Prices are based upon above ground discharge pipe installation.
7. Pumping period not to exceed 30 days unless otherwise noted. Should pumping be required after the first 30 days, a minimum monthly rate will apply.
8. Well locations to be determined by mutual agreement between Slead and Owner or General Contractor.
9. Discharge location to be provided by Owner or General Contractor.
10. Discharge permits to be the responsibility of the Owner.
11. Location, protection and marking of all underground, above ground, and overhead utilities to be the responsibility of the Owner or General Contractor.
12. Wells are to be abandoned by Slead's licensed driller according to OWRD Standards.
13. Slead will provide a drilling safety plan to General Contractor upon request.
14. Slead will provide a Certificate of Insurance to the General Contractor upon request.
15. Unless otherwise noted, a required OWRD start card to be acquired by Slead. However, submitting to Slead the legal description of the property within three (3) days prior to drilling is the responsibility of the Owner or General Contractor.
16. General Contractor may, at any time prior to completion, by written order request changes in the Work specified in Slead proposal. Said changes shall not become part of this Contract unless agreed upon (including any resulting additional charges) by Slead. Any other written order or oral order (including directions, instructions, interpretations or determinations) from General Contractor, which causes any such changes, may be treated as a change order, provided that Slead gives General Contractor notice within ten (10) days of such order stating that Slead regards the order as a Change Order. If the work resulting from any Change Order causes an increase in the time required for the performance of any part of the Work under this Contract, Slead shall be entitled to an equitable extension of the time and compensation for performance and materials.
17. All water pumped from wells are the sole responsibility of General Contractor or Owner. Any testing or treatment of water or special handling is not included in price quoted.
18. Any performance bond, permits or special licenses shall be at Contractor or Owner's expense.
19. All breaking out of concrete, asphalt or obstruction of other materials is the responsibility of General Contractor or Owner.
20. All barricades, flagging and traffic control is to be provided by the General Contractor or Owner.

IN WITNESS WHEREOF, the parties hereto, acting through duly authorized persons, have executed this Contract as of the day and year set forth below:

**SLEAD CONSTRUCTION, INC.:**

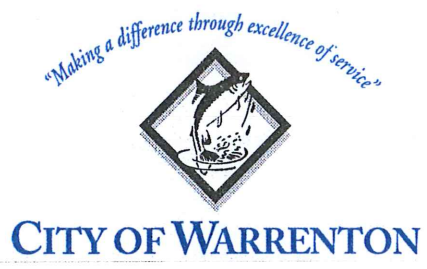
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BIG RIVER CONSTRUCTION, INC.:**

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



7-6



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager *LE*  
DATE: April 25, 2017  
SUBJ: Warrenton School District Lease - Library

### SUMMARY

Attached is a lease agreement between the City of Warrenton and the Warrenton School District for the proposed temporary library site at 160 SE Main.

The lease payment is \$2,085 per month. A budget adjustment is on the April 25 Agenda to transfer \$15,000 from the General Fund to assist with relocation expenses, rent, and utilities through the end of the fiscal year. The \$15,000 comes from funds budgeted this fiscal year for City Hall carpeting. We believe this to be more than adequate to finance the relocations, and any remaining balance will fall to beginning fund balance for next fiscal year.

Rent will begin May 1, 2017.

### RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the City Manager's signature on the lease agreement between the School District and the City of Warrenton for 160 SE Main for the temporary location of the Warrenton Community Library."

**ALTERNATIVE**

None recommended. The site review and relocation has been discussed since last June.

**FISCAL IMPACT**

\$15,000 transfer from General Fund to Library Fund.



Lease

**THIS INDENTURE OF LEASE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Warrenton-Hammond School District #30, hereinafter called LESSOR and The City of Warrenton, herein called the LESSEE;

CIRCUMSTANCES:

In consideration of the covenants, agreements and stipulations herein contained on the part of the LESSEE to be paid, kept and faithfully performed, the LESSOR does hereby lease, demise and let unto the LESSEE those certain premises, AS IS, situated in the City of Warrenton, County of Clatsop, and State of Oregon, know and described as follows:

Lots 11, 12, and 13, Block 8, WARRENTON ADDITION TO ASTORIA, also described as TOWN OF WARRENTON, in the City of Warrenton, County of Clatsop, State of Oregon.

TAX ID NO: 3004 81021 AD 05300 ID #71393; 3004 81021 AD 05400 ID #71394

Also Known As: 160 SE Main, Warrenton, Oregon

To have and to hold the above described premises unto the LESSEE for a period of time commencing with the \_\_\_ day of \_\_\_, 20\_\_ and ending at midnight the \_\_\_ of \_\_\_, 20\_\_, at and for a rental of \$2085 per month for each of the term of agreement, payable at:

Warrenton-Hammond School District No. 30  
820 SW Cedar Ave.  
Warrenton, OR 97146

**1. LESSEE'S ACCEPTANCE OF LEASE:**

The LESSEE accepts this letting and agrees to pay the LESSOR the rentals above stated for the full term of this Lease, in advance, at the time and in the manner aforesaid.

## **2. USE OF THE PREMISES:**

- 2.1 The LESSEE shall use the demised premises during the term of this Lease for the conduct of the following business: A library and for no other purposes whatsoever without the LESSOR's consent.
- 2.2 The LESSEE will not make any unlawful, improper or offensive use of the premises.
- 2.3 The LESSEE will not allow the leased premises at any time to fall into such a state of repair or disorder as to increase the fire hazard and will not use the premises in such a way or for such a purpose that the fire insurance rate on the building in which the premises are located is thereby increased or that would prevent the LESSOR from taking advantage of any rulings of any agency of the state in which the leased premises are situated or its successors, which would allow the LESSOR to obtain reduced premium rates for long term fire insurance policies.
- 2.4 The LESSEE shall comply at the LESSEE's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the leased premises.

## **3. UTILITIES**

The LESSEE shall pay for all heat, light, water, power and other services or utilities used in the above demised premises during the term of this Lease.

## **4. REPAIRS AND IMPROVEMENTS:**

- 4.1 The LESSOR shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this Lease, except only those hereinafter specifically provided for; the LESSEE hereby agrees to maintain and keep the leased premises including all interior and exterior doors in good order and repair during the entire term of this lease at the LESSEE's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use; the LESSEE further agrees not to make alterations, additions, or improvements to or upon the premises without the written consent of the LESSOR first being obtained.
- 4.2 The LESSOR agrees to maintain in good order and repair during the term of this Lease the exterior walls, roofs, gutters, downspouts and foundations of the building in which the demised premises are situated and the sidewalks thereabouts. The LESSOR agrees to maintain in good order and repair during the term of this Lease major interior heating, cooling, and venting systems. It is understood and agreed that the LESSOR reserves and at any and all times shall have the right to alter, repair or improve the building of which the demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all other

necessary structures about and upon the demised premises and the LESSOR and the LESSOR's representatives, contractors and workmen for that purpose may enter in or about the demised premises with such materials as the LESSOR may deem necessary therefore, and the LESSEE waives any claim to damages, including loss business resulting therefrom.

#### **5. LESSOR'S RIGHT OF ENTRY**

It shall be lawful for the LESSOR, its agents or representatives, at any reasonable time to enter into or upon the demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

#### **6. RIGHT OF ASSIGNMENT:**

The LESSEE will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the LESSOR being first obtained in writing; this Lease is personal to the LESSEE; the LESSEE's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the LESSEE, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the LESSEE, or in any other manner, except as above mentioned.

#### **7. LIENS:**

The LESSEE will not permit any lien of any kind, type or description to be placed or imposed upon the building in which the leased premises are situated, or any part thereof, or the real estate on which it stands.

#### **8. ICE, SNOW, DEBRIS:**

The LESSEE shall keep all sidewalks in front of the demised premises free and clear of ice, snow, rubbish, debris and obstructions.

#### **9. LIABILITY INSURANCE:**

The LESSEE further agrees at all times during the term hereof, to maintain, keep in effect, furnish and deliver to the LESSOR liability insurance policies in form and with an insurer satisfactory to the LESSOR, insuring both the LESSOR and the LESSEE against all liability for damages to person or property in or about the leased premises; the amount of the liability insurance shall be a combined single limit of liability insurance shall be a combined single limit of liability for bodily injury and property damage or \$1,000,000.00 per occurrence, with a general aggregate limitation of not less than

\$2,000,000.00. The LESSEE agrees to and shall indemnify and hold the LESSOR harmless against any and all claims and demands arising from the negligence of the LESSEE, her officers, agents, invitees and/or employees, as well as those arising from the LESSEE's failure to comply with any covenant of this Lease on her part to be performed, and shall at her own expense defend the LESSOR against any and all suits or actions arising out of such negligence, actual or alleged and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the LESSOR in any such suit or action.

#### **10. FIXTURES**

All partitions, plumbing, electrical wiring, permanent additions to or improvements upon the leased premises, whether installed by the LESSOR or the LESSEE, shall be and become part of the building as soon as installed and the property of the LESSOR unless otherwise herein provided.

#### **11. DAMAGE BY CASUALTY, FIRE AND DUTY TO REPAIR:**

In the event of the destruction of the building in which the leased premises are located by fire or other casualty, either party hereto may terminate the Lease as of the date of the fire or casualty, provided, however, that in the event of damage to the building by fire or other casualty to the extent of FIFTY PERCENT (50%) or more of the sound value of the building, the LESSOR may or may not elect to repair the building; written notice of the LESSOR's election shall be given to the LESSEE within fifteen (15) days after the occurrence of the damage; if the notice is not so given, the LESSOR conclusively shall be deemed to have elected not to repair; in the event the LESSOR elects not to repair the building, then and in that event, this Lease shall terminate with the date of the damage; but, if the building in which the leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than the extent and the LESSOR elects to repair, as aforesaid, then the LESSOR shall repair the building with all convenient speed and shall have the right to take possession of an occupy, to the exclusion of the LESSEE, all or any part of the building in order to make the necessary repairs, and the LESSEE hereby agrees to vacate upon request, all or any part of the building which the LESSOR may require for the purposes of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such as abatement of rent as the nature of the injury or damage and its interference with the occupancy of the leased premises by the LESSEE shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by the LESSEE, then there shall be no abatement of rent and the LESSOR shall repair the damage with all convenient speed.

#### **12. WAIVER OF SUBROGATION RIGHTS:**

Neither the LESSOR nor the LESSEE shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of



which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either the LESSOR or the LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR and the LESSEE that the rentals reserved by this Lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and, further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

### **13. EMINENT DOMAIN:**

In the case of the condemnation or appropriation of all or any substantial part of the demised premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on twenty (20) days' written notice to the other and in that case the LESSEE shall not be liable for any rent after the date of the LESSEE's removal from the premises.

### **14. DELIVERING OF PREMISES ON TERMINATION:**

At the expiration of this Lease term or upon any sooner termination thereof, the LESSEE will quit and deliver up the leased premises and all future erections or additions to or upon the same, broom-clean, to the LESSOR or those having the LESSOR's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone expected, as the same are now in or hereafter may be put in be the LESSOR.

### **15. ADDITIONAL COVENANTS OR EXCEPTIONS:**

- 15.1 In the event that the property which is the subject of this Lease is placed on the market for sale or in the event that LESSOR received an offer to purchase from a third party, LESSEE shall be accorded the right to met any offer received by LESSOR. Such right shall be in effect for seventy-two (72) hours after such time, as LESSOR shall have given notice to the LESSEE that the property has been placed on the market for sale or after receipt of an acceptable offer being received. If LESSEE does not respond within the 72-hour period, it is understood and agreed that LESSOR shall be entitled to then accept the original offer. In the event that the LESSOR does not sell the building to a third party, this right shall revive and be exercisable just the same as if it had never been exercised before.

15.2 There is situated on the subject premises because of the prior use of the property as a bank an existing safe and all of its working mechanisms. It is specifically acknowledged, agreed and understood by and between LESSOR and LESSEE that LESSEE shall do nothing to the premises that would in any way damage this safe, the door or the working mechanisms or otherwise make it unusable.

**16. ATTACHMENT, BANKRUPT, DEFAULT:**

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if the LESSEE shall be in arrears in the payment of the rent for a period of ten (10) days after the same becomes due, or (2) if the LESSEE shall fail or neglect to do, keep, perform, or observe any of the covenants and agreements contained herein on the LESSEE's part to be done, kept, performed and observed, and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to the LESSEE, or (3) if the LESSEE shall be declared bankrupt or insolvent according to law, or (4) if any assignment of the leased premises, then and in either or any of such cases or events, the LESSOR or those having the LESSOR's estate in the premises, may terminate this Lease, and, lawfully, at its option immediately or at any time thereafter, without demand or notice, may enter into and upon the demised premises and every part thereof and repossess the same as the LESSOR's former estate, and expel the LESSEE and those claiming by, through and under the LESSEE and remove the LESSEE's effects at the LESSEE's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

**17. HOLDING OVER:**

In the event the LESSEE for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the LESSOR.

**18. ATTORNEY FEES AND COURT COSTS:**

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such a sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal. The LESSEE agrees to pay and discharge all the LESSOR's costs and expenses, including the LESSOR's reasonable attorney fees that shall arise from enforcing any provision or covenant of this Lease even though no suit or action is instituted.

**19. Waiver:**

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

**20. NOTICES:**

Any notices required by the terms of this Lease to be given by one party hereto the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the United States mail, registered or certified, with postage fully prepaid, and if intended for the LESSEE herein then addressed to the LESSOR at:

Warrenton-Hammond School District #30  
820 SW Cedar Ave.  
Warrenton, OR 97146

And if intended for the LESSEE at:

Linda Engbretson  
City of Warrenton  
225 S Main Ave  
Warrenton, OR 97146

Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after the deposit thereof in the United States mail, registered or certified.

**21. HEIRS AND ASSIGNS:**

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and, so far as this lease is assignable by the terms hereof, to the assigns of such parties.

**22. TERMINATION OF LEASE BY LESSEE:**

This lease can be cancelled upon giving the LESSOR sixty (60) days written notice.

**IN WITNESS WHEREOF**, the respective parties have executed this instrument in duplicate on this, the day and the year first above written, any corporation signatures being by authority of its Board of Directors.

LESSOR:

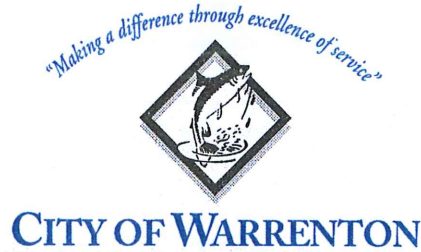
By: \_\_\_\_\_  
Warrenton-Hammond School District #30

LESSEE:

By: \_\_\_\_\_  
City of Warrenton



7-H



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager  
DATE: April 25, 2017  
SUBJ: System Development Charges – Exemption Request from Alder Manor

### SUMMARY

Jean Sleutel, Alder Manor Park Manager, submitted a request to exempt the System Development Charges on 6 remaining lots in Alder Manor (Trailer) Park.

*Municipal Code 3.36.090 Collection of Charge: The system development charge is payable upon issuance of:*

*1. A building or construction permit of any kind, including any permit or permits issued in connection with the set-up or installation of any trailer, mobile or manufactured home....*

Ms. Sleutel's argument is that these lots have been in place for more than 20 years and are connection ready, except for placement of the meters.

*Municipal Code 3.36.100, Exemptions:*

*A. The following are exempt from system development charges:*

1. *Structures and uses established and legally existing on or before the effective date of the ordinance codified in this chapter are exempt from a system development charge, except water and sewer charges.....Structures and uses affected by this subsection shall pay the water or sewer charges pursuant to the terms of this chapter upon the receipt of a permit to connect to the water or sewer system.*

2. *(see attached) Clearly does not meet*

3. *(see attached) Clearly does not meet*

*B. Any enlargement or change and any new connection or utilization of the system to which a system development charge applies shall NOT be exempt.*

Staff finds the connections ARE new and increase the demand of our capital improvements meeting the purpose of SDCs.

*Municipal Code 3.36.010, Purpose: The purpose of the system development charge is to impose an equitable share of the public cost of capital improvements for water supply, treatment and distribution; sanitary sewer collection, transmission, treatment and disposal; drainage and flood control; transportation; and parks and recreation, upon those developments that create the need for or increase the demand on capital improvements to be constructed, already constructed or under construction.*

Ms. Sleutel is exercising her right to appeal staff's decision.

*Municipal Code 3.36.130, Appeal Procedure: ...a person challenging the propriety of an expenditure of system development charge revenues may appeal the decision or the expenditure to the City Commission by filing a written request....*

## RECOMMENDATION/SUGGESTED MOTION

Staff stands by its determination that system development fees are appropriate for the remaining 6 lots in Alder Manor.

## ALTERNATIVE

If the Commission is inclined to consider the park, as a whole, is an “existing use” established prior to the adoption of the ordinance, a waiver of Transportation, Parks, and Stormwater SDCs might be considered. The ordinance clearly states that water and sewer charges are not exempt.

## FISCAL IMPACT

Loss of Revenue: (single family home)

|                |       |
|----------------|-------|
| Transportation | \$669 |
| Parks          | \$500 |
| Stormwater     | \$131 |

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\$1,300 x's 6

**Alder Manor MHP, LLC  
110 NW 4<sup>th</sup> Street  
Warrenton, OR 97146**

April 18, 2017

City of Warrenton  
Revenue and Finance  
System Development Charges 3.36.090 Collection of Charge Appeals

I am writing to appeal the SDC charges on the remaining 6 uninhabited lots in Alder Manor MHP. The E and F sections were contracted and permitted through the City of Warrenton when developed, with water and sewer to each separate lot, of which completion was in 1993. There were no SDC charges back in 1993, but each of these lots is move-in ready with water and sewer, including City of Warrenton locks in the meter boxes where a meter understandably and accepted will be purchased by tenants as they put homes in. They are all connected to the water system, sanitary sewer system, drainage and flood control system and transportation system (aka "Pump Station" in park).

My dispute is that these have been in for appx. 20 years, connect fees have been paid and connections made, the only thing lacking is the water meter which we acknowledge tenant has to purchase. The SDC's were not in effect until 2012, so I feel we should be Grandfathered in, rather than having to double pay for these fees as requested recently by the City.

Attached are photos showing said connections as I've stated, for our reasons to not be responsible for these new SDC fees.

Should it be necessary, we are prepared to obtain legal assistance and pursue this matter further, but I'm hoping it does not come to that. Thus the reasons I have attended City Council meetings, talked to the City Manager, Public Works, Building Inspector, and brought this to your attention.

We are in time going to develop the park further, and understand that these SDC's will apply to those new developments.



I appreciate your prompt attention in this matter, and would like to resolve this as soon as possible, as we have prospective tenants wishing to bring in new homes.

Jean M. Sleutel  
Park Manager  
Alder Manor MHP, LLC  
503-861-0172

Attachments











## Warrenton Municipal Code

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[Title 3 REVENUE AND FINANCE](#)

[Chapter 3.36 SYSTEM DEVELOPMENT CHARGES](#)

**3.36.090 Collection of charge.**

A. The system development charge is payable upon issuance of:

1. A building or construction permit of any kind, including any permit or permits issued in connection with the set-up or installation of any trailer, mobile or manufactured home;
2. A development permit;
3. A development permit for development not requiring the issuance of a building permit;
4. A permit to connect to the water system;
5. A permit to connect to the sanitary sewer system;
6. A permit to connect to the drainage and flood control system; or
7. A permit to connect to the transportation system.

B. If development is commenced or connection is made to the water, sanitary sewer, drainage and flood control or transportation systems without an appropriate permit, the system development charge is immediately payable upon the earliest date that a permit was required.

C. The City Manager or designee shall collect the applicable system development charge from the person responsible for or receiving the benefit of the development in accordance with subsection A of this section. The City Manager or designee shall not issue such permit or allow such connection until the charge has been paid in full, or unless an exemption is granted pursuant to Section 3.36.100, or unless arrangements for payment of the charge, under such terms as the City Manager deems reasonable, have been made, pursuant to subsection D.

D. The obligation to pay the unpaid system development charge and interest thereon shall be secured by property, bond, deposits, letter of credit or other security acceptable to the City Manager. The net value of security accepted, excluding liens and encumbrances thereon, must be at least double the amount of the system development charge secured thereby.

E. If the system development charge is not paid upon issuance of the applicable permit, and the applicant chooses to pay the charge in installments and secure the obligation with security acceptable under subsection D, then there shall be added to the amount owing the following:

1. Interest on the obligation at the rate established by the City Commission for all unpaid assessments;
2. All costs associated with processing the particular form of security, such as title insurance, escrow fees, recording costs, collection escrow costs and/or any other expense associated with the City accepting such security;
3. Any and all costs, as determined by the City Manager or designee, incurred in establishing payment schedules and administering the collections process;
4. When the charge is secured by bond pursuant to ORS 223.205 to 223.295, any and all costs associated with administering the bond assessment program and issuing the bonds, as determined by the City Manager or designee;
5. The intent of this subsection E is to recognize that the payment of a system development charge by installments increases the administrative expense to the City. It is the intent of this subsection to shift that added expense to the applicant, so that the City will not lose system development charge revenue by accepting installment payments on such charges. Subject to the provisions of this subsection E, all costs added to the system development charge will be determined by the City Manager.

F. No person may connect to the water or sewer systems of the City unless the appropriate system development charge has been paid or the installment payment method has been applied for and approved. (Ord. 1165-A § 9, 2012)

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**Warrenton Municipal Code**[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Title 3 REVENUE AND FINANCE](#)[Chapter 3.36 SYSTEM DEVELOPMENT CHARGES](#)**3.36.100 Exemptions.**

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A. The following are exempt from system development charges:

1. Structures and uses established and legally existing on or before the effective date of the ordinance codified in this chapter are exempt from a system development charge, except water and sewer charges, to the extent of the structure or use then existing and to the extent of the parcel of land as it is constituted on that date. Structures and uses affected by this subsection shall pay the water or sewer charges pursuant to the terms of this chapter upon the receipt of a permit to connect to the water or sewer system;

2. Additions to single-family dwellings that do not constitute the addition of a dwelling unit. Dwelling unit means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation;

3. An alteration, addition, replacement or change in use that does not increase the parcel's or structure's use of the system to which the system development charge applies.

B. Any enlargement or change and any new connection or utilization of the system to which a system development charge applies shall not be exempt. (Ord. 1165-A § 10, 2012)

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[Chapter 3.36 SYSTEM DEVELOPMENT CHARGES](#)

**3.36.010 Purpose.**

The purpose of the system development charge is to impose an equitable share of the public cost of capital improvements for water supply, treatment and distribution; sanitary sewer collection, transmission, treatment and disposal; drainage and flood control; transportation; and parks and recreation, upon those developments that create the need for or increase the demand on capital improvements to be constructed, already constructed or under construction. (Ord. 1165-A § 1, 2012)

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## Warrenton Municipal Code

[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Title 3 REVENUE AND FINANCE](#)[Chapter 3.36 SYSTEM DEVELOPMENT CHARGES](#)[\[ remove highlighting \]](#)**3.36.130 Appeal procedure.**

A. A person aggrieved by a decision required or permitted to be made by the City Manager or designee under this chapter or a person challenging the propriety of an expenditure of **system** development charge revenues may appeal the decision or the expenditure to the City Commission by filing a written request with the City Manager describing with particularity the decision of the City Manager or designee or the expenditure from which the person appeals.

B. An appeal of an expenditure must be filed within two years of the date of the alleged improper expenditure. Appeals of any other decision required or permitted to be made by the City Manager must be filed within 10 days of the date of the decision.

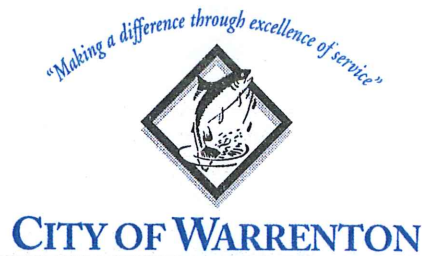
C. The City Commission shall determine whether the City Manager's decision or the expenditure is in accordance with this chapter and the provisions of ORS 223.297 to 223.314 and may affirm, modify or overrule the decision. If the City Commission determines that there has been an improper expenditure of **system** development charge revenues, the City Commission shall direct that a sum equal to the misspent amount shall be deposited within one year to the credit of the account or fund from which it was spent.

D. A legal action challenging the methodology adopted by the City Commission pursuant to Section 3.36.050 shall not be filed later than 60 days after adoption, and shall be contested according to the procedure set forth in ORS 34.010 to 34.100, and not otherwise. (Ord. 1165-A § 13, 2012)

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## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager  
DATE: April 25, 2017  
SUBJ: 2017 Veterans & War Memorials Grant

### SUMMARY

As you know, the City has partnered with VFW Fort Stevens Post 10580, Post Quartermaster Albert Little, to erect a memorial to veterans who served in WWII to the present in the Post Office Flag Park. Albert and Debbie Little have worked very hard and diligently to secure the grant, which was awarded this month, with the City as its sponsoring partner. The total projected budget is \$113,500. The Oregon Parks and Recreation Grant amount is \$72,020. I know residents and the City are looking forward to this important memorial in downtown Warrenton.

There are a couple of issues staff needs to work out with our partner, VFW Post 10580, as it is a reimbursement grant and uses public funds. The City does not have funds to front any of the costs to erect the memorial. The Post is hard at work to secure additional funding, and staff is researching "*Advance payments may be provided under hardship conditions,*" Attachment B, 8, as well as any exemptions to public contracting rules. The project must be completed by April 30, 2019.



## RECOMMENDATION/SUGGESTED MOTION

Staff is confident we can address the issues outlined above and recommends the following motion:

"I move to authorize the Mayor Pro tem's signature on the OPRC 2017 Veterans & War Memorials Grant."

## ALTERNATIVE

None Recommended

## FISCAL IMPACT

There should be no financial impact to the City other than staff time to administer the grant.

**Grant Agreement**  
**2017 Veterans & War Memorials Grant (VWM-17-03)**

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the "State" and:

**City of Warrenton**  
**PO Box 250**  
**Warrenton, OR 97146**

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed on 4/30/2019
3. **AGREEMENT COSTS:** The State agrees to pay the Grantee a maximum of \$72,020 for costs authorized by this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**  
Attachment A: Scope of Work  
Attachment B: Standard Terms and Conditions
5. **SIGNATURES:**

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE:**

\_\_\_\_\_  
Signature, Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Type or Print)

**STATE:**

\_\_\_\_\_  
Christine Curran, Deputy State Historic Preservation Officer  
OPRD Heritage Programs

\_\_\_\_\_  
Date

**Attachment A -- Scope of Work**

2017 Veterans & War Memorials Grant (VWM-17-03)

**Grantee:** City of Warrenton

**Grant Amount:** \$72,020      **Match Amount:** \$41,480      **Estimated Overmatch:** \$0

**Project Summary:** Construct a memorial to veterans who served in WWII to the present from the Warrenton-Hammond area in Post Office Flag Park in Warrenton.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

**PROPOSED BUDGET**

|                      |                             |                  |
|----------------------|-----------------------------|------------------|
| 1 · Veteran Memorial |                             |                  |
| Volunteer time       | \$9,375                     |                  |
| Other permits        | \$200                       |                  |
| Materials            | \$38,400                    |                  |
| Contractor           | \$65,525                    |                  |
|                      | Total                       | \$113,500        |
|                      | <b>Total Project Budget</b> | <b>\$113,500</b> |

**WORK DESCRIPTION**

1 · Veteran Memorial      \$113,500

**Products:**

Construct a memorial to veterans who served in WWII to the present from the Warrenton-Hammond area in Post Office Flag Park in Warrenton.

- create and install a statue
- create and install a steel pedestal
- create and install seven plaques
- prepare land and construct a concrete pad
- install electrical and lighting

**Standards and Provisions:**

Project Standards:

- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- Prior to starting the project, the grant recipient must submit a work plan for the project to Heritage Programs and receive written approval of that work plan. If the work plan matches the grant application, an email indicating that the plan is sufficient.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and OPRD grant support.
- Credit must be given to the Oregon Parks and Recreation Department in brochures, news releases, programs, publications, and other printed materials.
- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are required.

**Attachment B**  
**Standard Terms and Conditions – Veterans and War Memorials Grants**

1. **Authority:** ORS 390.124 authorizes the Oregon Parks and Recreation Department to expend funds for Veterans and War Memorials throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grant Recipient shall receive approval on a final work plan in writing from the State.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grant Recipient shall not deny benefits to or discriminate against any person on the basis of race, color, creed, religion, national origin, sex, disability, or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
  - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
  - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
  - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
  - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
  - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
5. **Statement of Support:** All publicity, visual or oral, for this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the Oregon Parks and Recreation Department."* A sign to that effect, provided by the State, may be required on the project site as well.
6. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
7. **Reporting:** Grant Recipient shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
8. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. Advance payments may be provided under hardship conditions. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date.
9. **Records Administration:** The Grantee shall maintain all records necessary to properly account for the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
10. **Tax Obligations:** Grant Recipient will be responsible for any federal or state taxes applicable to payments under this Agreement.
11. **Indemnity Clause:** **The Grantee shall defend, save, and hold harmless State and, its officers, agents, employees and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Grantee or its contractors, agents or employees under this Agreement.**
12. **Repayment:** In the event that Grant Recipient spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, Grant Recipient shall reimburse the State for all such unlawfully or improperly expended funds.
13. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions."
15. **Memorial Maintenance:** The Grant Recipient agrees to the memorials siting and maintenance for 20 years from completion of the grant project.