

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
June 13, 2017 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

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

- A. City Commission Meeting Minutes – 5.23.17
- B. OLCC Liquor License Renewals

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. Consideration of Appointment – Vacation Position No. 2; term-ending 12/31/20
- B. Consideration of Res. No. 2489; Adopting & Setting Rates & Fees for the Warrenton Community Center, Effective July 1, 2017
- C. Consideration of Res. No. 2490; Adopting Water Department Rates, Establishing July 1, 2017 as the Effective Date, and Repealing any Other Resolutions in Conflict

- D. Consideration of Res. No. 2491; Approving and Adopting Increases to the 2016-2017 Budget by Increasing Appropriations for Unanticipated Revenues Totaling \$9,956.00
- E. Consideration of Res. No. 2493; Updating City of Warrenton Sewer Rates, Establishing July 1, 2017 as the Effective Date, and Repealing any Other Resolutions in Conflict
- F. Consideration of Res. No. 2495; Updating City of Warrenton Recycling Rates, Establishing July 1, 2017 as the Effective Date, and Repealing any Other Resolutions in Conflict
- G. Consideration to Declare Public Works Vehicles Surplus
- H. Consideration of the Water/Wastewater Agency Response Network (ORWARN) Intergovernmental Agreement
- I. Consideration of Police Dispatch Services Agreement
- J. Consideration of Proposed Budget Amendment – Building Division

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.

5-A

MINUTES
Warrenton City Commission
Regular Meeting – May 23, 2017
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Linda Engbretson, Police Chief Matt Workman, Finance Director April Clark, Public Works Director Jim Dunn, City Engineer Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Harbor Master Jane Sweet, and Deputy City Recorder Dawne Shaw

Mayor Henry Balensifer made brief comments regarding the Meet & Greet for the vacant Commission seat applicants that was held prior to the meeting.

COMMISSIONER COMMENTS

Commissioner Ackley welcomed everyone and thanked the commission applicants for coming to the Meet & Greet. She stated she attended the joint City/County meeting, noting it was a good meeting.

Commissioner Dyer welcomed everyone. He stated he was pleased with the 3 applicants and noted it is nice to have 3 people that want to be here and serve on the commission.

Commissioner Newton welcomed everyone and thanked the applicants for coming and noted there is paper in the lobby for the public to note their favorite applicant. He noted while at the City/County joint meeting, he was surprised to see how many new houses Warrenton has in the pipeline.

Mayor Balensifer spoke of the recent joint City/County meeting and noted the number of new housing units that was noted at the meeting. He commended city staff on the volume of work that is done in the various departments, in the processing of building applications. He explained the City/County joint meetings for the public. He gave a brief update to the Commission on the meeting in Salem and discussed costs of funding for Senate Bill 5530 (levee funding); and noted he met with the Director of the Oregon Parks & Recreation Department to talk about potential partnerships and connecting Warrenton's trail system to the Fort Stevens trail system.

City Manager Engbretson noted the upcoming town hall meeting; and Mayor Balensifer announced there is a Town Hall meeting with Senator Merkley, this Sunday at the Warrenton

High School gym. He also noted the VFW requested Commissioner Dyer to speak at an event on Memorial Day. Ms. Engbretson thanked staff for the extensive work on the budget process and noted the 2017/2018 Budget will be on the agenda for the June 27th City Commission meeting.

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

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

PUBLIC COMMENT (Agenda Items) – NONE

BUSINESS

City Manager Engbretson noted that hard work the Warrenton's Old Fashioned Fourth of July Committee puts into the Fourth of July parade and events each year. She noted Committee Chair, Cindy Yingst submitted a letter requesting permission for the annual Fourth of July Events. Ms. Yingst requested the presence of the City Commission, as participants in the parade and handed out parade entry applications.

Commissioner Newton moved to approve the annual Fourth of July event request. Motion was seconded and passed unanimously.

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

City Manager Engbretson presented the request for consideration of Hammond Marina Task Force appointments. She noted the commission had requested the formation of a task force to review and refresh the 2005 Hammond Marina Master Plan. Commissioner Ackley presented the list of names; Gerry Poe, Adam Svensen, Pat O'Grady, Tim Jenkins, Paul Kujala, Jim Ray and Van VanMeter (added to the record/agenda packet); Commissioner Pam Ackley, City Manager Linda Engbretson and Harbor Master Jane Sweet, will also serve on the task force. She noted the Task Force will look at the master plan, dust it off and look at the vision; and then make recommendations to the Commission. Brief discussion followed.

Commissioner Dyer made the motion to appoint the Hammond Marina Task Force as presented. Motion was seconded and passed unanimously.

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

City Engineer Collin Stelzig presented a written update for the record and for Commission review. He gave updates on current tasks, CIP projects, levees and FEMA. Brief discussion followed on levees and culverts. City Manager noted Mr. Stelzig's report will be put on the City website for public access.

City Manager Engbretson noted the Commission previously deemed "No Public Purpose" on Tax Lot 1500, Map 81021CB. She noted this property was originally deeded to the City by

MINUTES

Warrenton City Commission

Regular Meeting – 05.23.17

Page: 2

Clatsop County for landfill purposes; however, the deed includes a reversionary clause wherein the property reverts back to the County should the City determine there is no longer a public need.

Commissioner Dyer made the motion to authorize the Mayor’s signature in the Statutory Bargain and Sale Deed to convey Tax Lot 1500, 81021CB, from the City of Warrenton to Clatsop County. Motion was seconded and passed unanimously.

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

PUBLIC COMMENT

Scott Widdicombe thanked Commissioner Newton for the suggestion of allowing the public to note their preference on the vacant commission seat; he asked if it is open to all public, even if they did not attend the meeting. Mayor Balensifer indicated “yes”.

Kathleen Zunkel discussed the bike path on Delaura Beach Lane and noted her displeasure with the outcome. She suggested ways to make bike paths more aesthetic, rather than the painted lines.

There being no further business Mayor Balensifer adjourned the regular meeting at 6:35 p.m.

APPROVED:

Henry Balensifer, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

5-B



**WARRENTON POLICE DEPARTMENT
OFFICE MEMORANDUM**



TO: DAWNE SHAW, DEPUTY CITY RECORDER

FROM: MATHEW J. WORKMAN, CHIEF OF POLICE

DATE: MAY 19, 2017

SUBJECT: OLCC LICENSE REVIEWS

CC:

I have reviewed the OLCC Liquor license renewal applications. I found a few minor incidents involving alcohol at a few of the businesses, a few incidents where over-service may have occurred (nothing substantiated), and a few incidents where a minor was served or sold alcohol during a minor-decoy operation.

All of these incidents were dealt with by the WPD and/or the OLCC with full cooperation of the owners and I feel they were isolated incidents.

I find nothing to preclude any of these businesses from renewing their liquor licenses.

License No./ Premises No.		Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
Lic.	251446	BUOY 9 RESTAURANT & LOUNGE	996 PACIFIC DR	PO BOX 163
Prem.	2769	P T KELLY INC F-COM - FULL ON-PREMISES SALES	HAMMOND, OR 97121 503-861-2962	HAMMOND, OR 97121
Lic.	253935	COSTCO WHOLESALE #1059	1804 SE ENSIGN LN	PO BOX 35005
Prem.	45692	COSTCO WHOLESALE CORP O - OFF-PREMISES SALES	WARRENTON, OR 97146 425-313-8100	SEATTLE, WA 98124
Lic.	252206	DOOGER'S SEAFOOD & GRILL	1610 E HARBOR DR	103 S HWY 101
Prem.	7293	CARNEL INC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-2839	WARRENTON, OR 97146
Lic.	251000	EL COMPADRE RESTAURANT	119 S MAIN AVE	PO BOX 412
Prem.	37625	HACIENDA EL RANCHERO INC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-2906	WARRENTON, OR 97146
Lic.	252683	FRED MEYER #218	695 HWY 101	PO BOX 305103
Prem.	19005	FRED MEYER STORES INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-797-7134	NASHVILLE, TN 37230
Lic.	251317	FULTANO'S PIZZA/BUBBA'S SPORTS BAR	78 SW HARBOR	PO BOX 399
Prem.	13358	MR FULTANO'S FAM PIZZA PRLR INC	WARRENTON, OR 97146 503-861-9367	WARRENTON, OR 97146
Lic.	251136	HARBOR ST CIGARETTES & MORE	1677 E HARBOR	
Prem.	36276	LEWIS H. KINDER O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-861-1103	
Lic.	253026	IREDALE INN	159 MAIN ST	PO BOX 267
Prem.	9368	TU WIT INC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-3574	WARRENTON, OR 97146
Lic.	251150	MAIN ST MARKET	191 S MAIN AVE	PO BOX 1051
Prem.	2785	KABOJO FOODS INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 417-569-5099	WARRENTON, OR 97146
Lic.	251386	NISA'S THAI KITCHEN	575 E HARBOR	PO BOX 766
Prem.	53103	NTC LLC L - LIMITED ON-PREMISES SALES	WARRENTON, OR 97146 503-861-4314	WARRENTON, OR 97146
Lic.	254130	PIZZA HUT	113 S HWY 101	8149 HWY 135
Prem.	20753	PACIFIC COAST INVESTMENTS INC L - LIMITED ON-PREMISES SALES	WARRENTON, OR 97146 970-641-1703	GUNNISON, CO 81230
Lic.	251864	RITE AID #5343	145 S HWY 101	PO BOX 3165
Prem.	11674	THRIFTY PAYLESS INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-861-1611	HARRISBURG, PA 17105
Lic.	251595	ROD'S BAR & GRILL	45 N SKIPANON DR	PO BOX 219
Prem.	27448	ROD MULLINS INC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-8200	SEAVIEW, WA 98644
Lic.	251853	SOUTH JETTY DINING ROOM & BAR	1015 PACIFIC DR	PO BOX 169
Prem.	9032	SOUTH JETTY LLC F-COM - FULL ON-PREMISES SALES	HAMMOND, OR 97121 503-861-3547	HAMMOND, OR 97121

License No./ Premises No.		Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
Lic.	253418	SUPER MART #10	1180 PACIFIC DR	PO BOX 388
Prem.	2767	PAAWAN INC O - OFF-PREMISES SALES	HAMMOND, OR 97121 503-861-2088	WARRENTON, OR 97146
Lic.	252461	SUPERMART #9	280 S MAIN AVE	PO BOX 388
Prem.	53550	KAMAKSHI INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-689-3046	WARRENTON, OR 97146
Lic.	252628	TACKLE TIME BAIT AND CHARTERS	530 E HARBOR DR	220 SE GALENA AVE
Prem.	54090	EUGENE R. KANE O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-861-3693	WARRENTON, OR 97146
Lic.	252628	TACKLE TIME BAIT AND CHARTERS	530 E HARBOR DR	220 SE GALENA AVE
Prem.	54090	LINDA L. KANE O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-861-3693	WARRENTON, OR 97146
Lic.	253810	TACOS EL CATRIN	19 N HWY 101	
Prem.	53700	JEJE LLC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-0369	
Lic.	251663	TAPS	1140 SE MARLIN AVE	
Prem.	52601	TRACY A. SIMPSON L - LIMITED ON-PREMISES SALES	WARRENTON, OR 97146 760-583-9804	
Lic.	252406	THE UPTOWN CAFE	1639 SE ENSIGN LN SUITE B101	
Prem.	51271	THE UPTOWN CAFE LLC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-717-3539	
Lic.	252052	WALGREENS #09671	1625 E HARBOR DR	PO BOX 901
Prem.	46517	WALGREEN CO O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-861-9324	DEERFIELD, IL 60015
Lic.	251131	WARRENTON MINI MART	58 SE HARBOR	PO BOX 910
Prem.	2786	KRISTA-CODY LTD O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-325-4162	WARRENTON, OR 97146

Count for WARRENTON

22

5/10/2017

City of Warrenton, Attn: Linda Engbretson
WARRENTON
PO Box 250
Warrenton, OR 97146

OLCC LICENSE RENEWALS

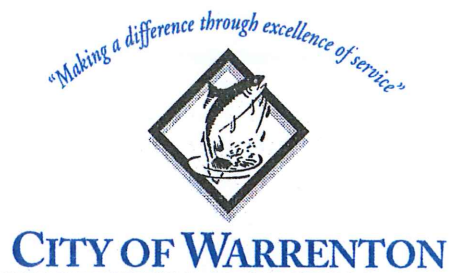
Attached is the list of OLCC liquor licenses in WARRENTON that submitted a license renewal application to the OLCC during the license renewal period this year. Some of the licensees listed may still have a renewal application that is pending while they are awaiting a final decision by the OLCC. Licensees with a pending renewal are allowed to operate under a conditional authority to operate until the Commission makes a final decision.

As a part of the renewal application process, the licensees must certify that they have paid the local government fees. You can use this list to verify that the licensees have paid your local liquor license application processing fees. We are providing this list as a courtesy to our local governments. Oregon Revised Statute (ORS) 471.166 states that the OLCC is not responsible for collecting the fees charged by the local government or for ensuring that the fees have been paid.

If you have questions regarding this letter, please contact our license renewal section at 1.800.452.6522 ext. 5138 or in Portland at 503.872.5138. You can also email OLCC.Renewals@oregon.gov or write to us at OLCC License Renewals, PO Box 22297, Portland, OR 97269-2297.

Sincerely,

Alisa Larsen
OLCC License Process Manager



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission

FROM: Linda Engbretson, City Manager

DATE: June 13, 2017

SUBJ: Consideration of Vacant Commission Seat Appointment

SUMMARY

The Commission held a Meet N' Greet with the three "applicants" for Vacant City Commission Position No. 2. Mr. Paul Mitchell, Mr. Mark Baldwin, and Mr. Ronald L. LeChurch were all present and participated in meeting with members of the public and the Mayor and Commission members. The opportunity was provided for the public to give their input and staff has forwarded all comments received to the Commission.

It is my understanding the Commission will consider the appointment at this meeting and the Oath of Office with whomever you select will take place at the June 27 meeting.

RECOMMENDATION/SUGGESTED MOTION

"I move to appoint _____ to fill the unexpired term of Commission Position No. 2, effective upon the Oath of Office."

ALTERNATIVE

N/A

FISCAL IMPACT

N/A

Approved by City Manager:

LME

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CITY OF WARRENTON

Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission
From: April Clark
Finance Director
Date: June 13, 2017

Regarding: Consideration of Resolution No. 2489 Adopting and Setting Rental Rates and Fees for the Warrenton Community Center effective July 1, 2017

SUMMARY:

Rental rates at the Community Center have not been increased since July 1, 2014. The current rate structure and a history of rental rates is attached.

In preparation of the 2017-2018 budget, the Warrenton Community Center Advisory Board recommended a 10% increase to rental rates, effective July 1, 2017. They also recommended the removal of the Funeral Reception Rate of \$75.00 for a maximum of 8 hours and the Clatsop Community College rate of 5.00 per hour.

After some discussion, the budget committee recommended that rates be increased by more than 10%. The committee recommended the Meeting Room with Kitchen and the Meeting Room Only hourly rates be raised to \$45 and \$35 per hour, respectively. All Day Rates would be raised at the same percentages.

On June 27, 2017, the Commission will be asked to adopt the 2017-2018 budget and rates recommended by the Warrenton Budget Committee.

Staff has attached Resolution No. 2489 which reflects a recommended 12.5% increase to the current rental rates for the Meeting Room with Kitchen and 16.7% increase for the Meeting Room Only. The Warrenton Community Center Advisory Board concurs with this recommendation.

RECOMMENDATION:

Move to Approve Resolution No. 2489 Adopting and Setting Rental Rates and Fees for the Warrenton Community Center effective July 1, 2017.

ALTERNATIVE:

Maintain the current fee structure effective July 1, 2017.

FISCAL IMPACT:

This rate increase will help support current and future operations and keep pace with inflation.

Approved by City Manager: _____

Linda Engleton

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

RESOLUTION NO. 2489

Introduced by All Commissioners

**ADOPTING AND SETTING RENTAL RATES AND FEES FOR THE
WARRENTON COMMUNITY CENTER**

The City of Warrenton hereby resolves as follows:

WHEREAS, the Warrenton Community Center is a mostly self-supporting special revenue fund of the City of Warrenton, and

WHEREAS, revenues are generated by user fees to sustain operating and some capital costs of the Community Center,

Be it resolved that the Warrenton City Commission hereby adopts the following fees and rates for all users of the Warrenton Community Center. The charges which shall be paid by all users of the Community Center are set forth in Exhibit 1.

This resolution shall become effective July 1, 2017.

PASSED by the Warrenton City Commission this _____ day of _____, 2017

APPROVED by the Mayor of the City of Warrenton this _____ day of _____, 2017

First Reading: June 13, 2017
Second Reading: June 27, 2017

Mayor

ATTEST:

Deputy City Recorder

RATE STRUCTURE
Effective July 1, 2017

	<u>PER HOUR</u>	<u>ALL DAY RATE</u>
FACILITY RENTAL:		
MEETING ROOM WITH KITCHEN	45.00	404.00
MEETING ROOM ONLY*	35.00	281.00
* (Includes minimal use of kitchen for beverage service)		
(Please see General Rules and Guidelines for further clarification of the above rates)		
SUPPLY RENTAL:		
SILVER PUNCH BOWL	15.00	
SILVER PLATTER	10.00	
CHAFING DISH SMALL (DOES NOT INCLUDE STERNO)	10.00	
CHAFING DISH LARGE (DOES NOT INCLUDE STERNO)	15.00	
DANCE FLOOR (12' x 12')	60.00	PER DAY
LAMPS	2.50	EACH
DEPOSITS:		
KEY	10.00	EACH
CLEANING and CANCELLATION	75.00	
ADDITION TO CLEANING DEPOSIT FOR BAR SET UP	125.00	
DISCOUNTS:		
LONG TERM USE OF FACILITY: MONDAY - FRIDAY ONLY:	25%	
A RENTER THAT BOOKS THE FACILITY ON A WEEKLY BASIS FOR A MINIMUM DURATION OF 3 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE		
A RENTER THAT BOOKS THE FACILITY ON A MONTHLY BASIS FOR A MINIMUM DURATION OF 6 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE		
CLEANING FEE:		
PER HOUR RATE FOR CLEANING	25.00	
CANCELLATION FEES:		
Upon cancellation, deposits will be refunded based on the following notification dates at the percentage rate stated:		
30 days or more notification prior to rental date	100%	
29 - 15 days notification prior to rental date	50%	
14 - 0 days notification prior to rental date	0%	

Warrenton Community Center

EXHIBIT 1

RATE STRUCTURE
Effective July 1, 2014

	<u>PER HOUR</u>	<u>ALL DAY RATE</u>
FACILITY RENTAL:		
MEETING ROOM WITH KITCHEN	40.00	359.00
MEETING ROOM ONLY*	30.00	241.00
* (Includes minimal use of kitchen for beverage service)		
(Please see General Rules and Guidelines for further clarification of the above rates)		
CLATSOP COMMUNITY COLLEGE	5.00	-
FUNERAL RECEPTIONS -maximum 8 hours		75.00
SUPPLY RENTAL:		
SILVER PUNCH BOWL	15.00	
SILVER PLATTER	10.00	
CHAFING DISH SMALL (DOES NOT INCLUDE STERNO)	10.00	
CHAFING DISH LARGE (DOES NOT INCLUDE STERNO)	15.00	
DANCE FLOOR (12' x 12')	60.00	PER DAY
LAMPS	2.50	EACH
DEPOSITS:		
KEY	10.00	EACH
CLEANING and CANCELLATION	75.00	
ADDITION TO CLEANING DEPOSIT FOR BAR SET UP	125.00	
DISCOUNTS:		
LONG TERM USE OF FACILITY: MONDAY - FRIDAY ONLY:	25%	
A RENTER THAT BOOKS THE FACILITY ON A WEEKLY BASIS FOR A MINIMUM DURATION OF 3 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE		
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PER HOUR RATE FOR CLEANING	25.00	
CANCELLATION FEES:		
Upon cancellation, deposits will be refunded based on the following notification dates at the percentage rate stated:		
30 days or more notification prior to rental date	100%	
29 - 15 days notification prior to rental date	50%	
14 - 0 days notification prior to rental date	0%	

Warrenton Community Center
Hourly Rates

Effective Date	prior to 1/22/2003	1/22/2003	7/1/2005	7/1/2006	7/1/2007	7/1/2008	7/1/2012	7/1/2013	7/1/2014	Proposed*
Meeting Room	15.00									
Meeting Room w/kitchen ¹		28.00	28.00	29.00	30.00	31.00	32.00	35.00	40.00	45.00
Meeting Room w/o kitchen ²		17.50	18.00	19.00	20.00	21.00	22.00	25.00	30.00	35.00
Resolution No.		2039	2119	2148	2186	2227	2363	2396	2409	
Percentage increase ¹		87%	0%	4%	3%	3%	3%	9.4%	14.3%	12.5%
Percentage increase ²								13.6%	20.0%	16.7%

As proposed by the Budget Committee

7-C

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: June 13, 2017
SUBJ: Water Rates

SUMMARY

The Budget Committee approved a 7% water rate increase for Fiscal Year 2017 – 2018. The attached resolution reflects this increase. There are no changes to Exhibit B. Rate increase resolutions typically require two readings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

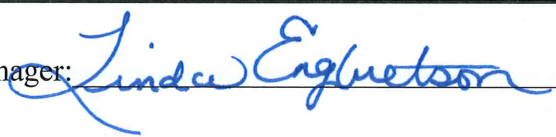
" I move to conduct the first reading, by title, of Resolution No. 2490; Adopting Water Department Rates, Establishing July 1, 2017, as the Effective Date, and Repealing any Other Resolution in Conflict."

ALTERNATIVE

None Recommended.

FISCAL IMPACT

The 7% increase is expected to raise approximately \$ 182,000 in the water fund for fiscal year ending June 30, 2018.

Approved by City Manager: 

RESOLUTION NO. 2490
Introduced by All Commissioners
ADOPTING WATER DEPARTMENT RATES; ESTABLISHING
July 1, 2017, AS THE EFFECTIVE DATE,
REPEALING
ANY OTHER RESOLUTION IN CONFLICT

WHEREAS, the City of Warrenton Water Department is an enterprise fund and revenues must pay expenses; and

WHEREAS, the City of Warrenton needs to update its water rates to keep up with increasing costs and debt service; and

WHEREAS, the Warrenton Budget Committee approved a 7% water rate increase during its Fiscal Year 2017-2018 budget process.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1. The Warrenton City Commission hereby adopts the attached schedule of water rates, listed in Exhibit A for all users of its municipal water service.

Section 2. The Non-peak Industrial Customer Class on the attached schedule of rates is specifically assigned to shrimp processors for the months of April, May, and June and shall be gauged by a water meter specifically installed for shrimp processing.

Section 3. The Warrenton City Commission hereby adopts the attached schedule of installation and administrative fees, listed in Exhibit B, for all users of its municipal water service.

Section 4. Any fees, charges, taxes or penalties that are assessed, requested or required by this resolution are deemed by the Warrenton City Commission to not be subject to the limits of Section 11b, Article XI of the Oregon Constitution and will be adopted according to Section 1(b)(e) and Section 2 of ORS 310.145.

Section 5. This resolution shall effect rates July 1, 2017.

First Reading: June 13, 2017

Second Reading: June 27, 2017

ADOPTED by the City Commission of the City of Warrenton this 27th day of June, 2017.

APPROVED

Henry Balensifer, Mayor

ATTEST

Dawne Shaw, Deputy City Recorder

M:\City Recorder\Resolutions\2017\Water Rate Update.wpd

City of Warrenton
Monthly Water Service Rates
Effective 7/1/17

EXHIBIT A

Monthly water service rates for customers of the water system shall be a combination of the following:

Base Rate: Every meter shall pay a base rate per month, according to the size of the meter, to include a consumption allowance of 2,000 gallons per month. All customers are subject to the monthly "ready-to-serve" base rate, regardless of consumption:

Base Rate				
Meter Size (inches)	Inside City		Outside City	
3/4	\$	27.95	\$	41.90
1	\$	32.39	\$	48.57
1 1/2	\$	43.36	\$	65.05
2	\$	56.58	\$	84.86
3	\$	91.89	\$	137.82
4	\$	131.55	\$	197.30
6	\$	241.65	\$	362.51
8	\$	373.87	\$	560.80
10	\$	528.16	\$	792.25

Volume Rate: Every meter shall pay a volume rate, according to customer class, for every thousand gallons of metered consumption:

Volume Rate		
Range/Customer Class	Inside City	Outside City

0 to 2,000 gallons:

Residential	\$	-	\$	-
Multi Family Residential	\$	-	\$	-
Commercial	\$	-	\$	-
Industrial	\$	-	\$	-
School	\$	-	\$	-
Government	\$	-	\$	-
City of Gearhart	\$	-	\$	-
Non-Peak Industrial	\$	-	\$	-

2,001 gallons and over:

Residential	\$	3.96	\$	5.98
Multi Family Residential	\$	3.23	\$	4.80
Commercial	\$	5.93	\$	8.86
Industrial	\$	7.04	\$	10.59
School	\$	4.82	\$	7.27
Government	\$	7.46	\$	11.19
City of Gearhart	\$	7.46		n/a
Non-Peak Industrial	\$	3.96		n/a

City of Warrenton
 Water Dept. Installation and Administrative Fees
 Effective April 1, 2009

EXHIBIT B

INSTALLATION

METER SIZE	EQUIVALENT METER RATIOS	CAPACITY ALLOWANCE (GPD)	COMBINED FEE
3/4"	1.0	690	\$ 1,300
1"	1.7	1,173	\$ 1,500
1-1/2"	3.3	2,277	\$ 1,148*
2"	5.3	3,657	\$ 1,844*
3"	10.0	6,900	\$ 3,480*
4"	16.7	11,523	\$ 5,812*
6"	33.3	22,977	\$11,588*
8"	53.3	36,777	\$18,548*
10"	76.7	52,923	\$26,692*

* Connection fee for meters above 1" includes the combined fee plus the actual cost of the meter, materials, and labor for installation.

ADMINISTRATION FEES

Connection for which the owner has provided all improvements for complete installation:

Each subdivision lot for single-family or manufactured dwelling	3/4" \$ 400.00
	1" \$ 450.00
Each apartment unit in a multi-family dwelling	\$ 105.00
Each RV space	\$ 80.00

RESOLUTION NO. 2490
Introduced by All Commissioners
ADOPTING WATER DEPARTMENT RATES; ESTABLISHING
July 1, 2017, AS THE EFFECTIVE DATE,
REPEALING
ANY OTHER RESOLUTION IN CONFLICT

WHEREAS, the City of Warrenton Water Department is an enterprise fund and revenues must pay expenses; and

WHEREAS, the City of Warrenton needs to update its water rates to keep up with increasing costs and debt service; and

WHEREAS, the Warrenton Budget Committee approved a 7% water rate increase during its Fiscal Year 2017-2018 budget process.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1. The Warrenton City Commission hereby adopts the attached schedule of water rates, listed in Exhibit A for all users of its municipal water service.

Section 2. The Non-peak Industrial Customer Class on the attached schedule of rates is specifically assigned to shrimp processors for the months of April, May, and June and shall be gauged by a water meter specifically installed for shrimp processing.

Section 3. The Warrenton City Commission hereby adopts the attached schedule of installation and administrative fees, listed in Exhibit B, for all users of its municipal water service.

Section 4. Any fees, charges, taxes or penalties that are assessed, requested or required by this resolution are deemed by the Warrenton City Commission to not be subject to the limits of Section 11b, Article XI of the Oregon Constitution and will be adopted according to Section 1(b)(e) and Section 2 of ORS 310.145.

Section 5. This resolution shall effect rates July 1, 2017.

First Reading: June 13, 2017

Second Reading: June 27, 2017

ADOPTED by the City Commission of the City of Warrenton this 27th day of June, 2017.

APPROVED

Henry Balensifer, Mayor

ATTEST

Dawne Shaw, Deputy City Recorder

7-C

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission

FROM: Linda Engbretson, City Manager

DATE: June 13, 2017

SUBJ: Water Rates

SUMMARY

The Budget Committee approved a 7% water rate increase for Fiscal Year 2017 – 2018. The attached resolution reflects this increase. There are no changes to Exhibit B. Rate increase resolutions typically require two readings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

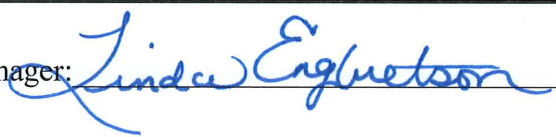
" I move to conduct the first reading, by title, of Resolution No. 2490; Adopting Water Department Rates, Establishing July 1, 2017, as the Effective Date, and Repealing any Other Resolution in Conflict."

ALTERNATIVE

None Recommended.

FISCAL IMPACT

The 7% increase is expected to raise approximately \$ 182,000 in the water fund for fiscal year ending June 30, 2018.

Approved by City Manager: 

RESOLUTION NO. 2490
Introduced by All Commissioners
ADOPTING WATER DEPARTMENT RATES; ESTABLISHING
July 1, 2017, AS THE EFFECTIVE DATE,
REPEALING
ANY OTHER RESOLUTION IN CONFLICT

WHEREAS, the City of Warrenton Water Department is an enterprise fund and revenues must pay expenses; and

WHEREAS, the City of Warrenton needs to update its water rates to keep up with increasing costs and debt service; and

WHEREAS, the Warrenton Budget Committee approved a 7% water rate increase during its Fiscal Year 2017-2018 budget process.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1. The Warrenton City Commission hereby adopts the attached schedule of water rates, listed in Exhibit A for all users of its municipal water service.

Section 2. The Non-peak Industrial Customer Class on the attached schedule of rates is specifically assigned to shrimp processors for the months of April, May, and June and shall be gauged by a water meter specifically installed for shrimp processing.

Section 3. The Warrenton City Commission hereby adopts the attached schedule of installation and administrative fees, listed in Exhibit B, for all users of its municipal water service.

Section 4. Any fees, charges, taxes or penalties that are assessed, requested or required by this resolution are deemed by the Warrenton City Commission to not be subject to the limits of Section 11b, Article XI of the Oregon Constitution and will be adopted according to Section 1(b)(e) and Section 2 of ORS 310.145.

Section 5. This resolution shall effect rates July 1, 2017.

First Reading: June 13, 2017

Second Reading: June 27, 2017

ADOPTED by the City Commission of the City of Warrenton this 27th day of June, 2017.

APPROVED

Henry Balensifer, Mayor

ATTEST

Dawne Shaw, Deputy City Recorder

M:\City Recorder\Resolutions\2017\Water Rate Update.wpd

City of Warrenton
Monthly Water Service Rates
Effective 7/1/17

EXHIBIT A

Monthly water service rates for customers of the water system shall be a combination of the following:

Base Rate: Every meter shall pay a base rate per month, according to the size of the meter, to include a consumption allowance of 2,000 gallons per month. All customers are subject to the monthly "ready-to-serve" base rate, regardless of consumption:

Base Rate				
Meter Size (inches)	Inside City		Outside City	
3/4	\$	27.95	\$	41.90
1	\$	32.39	\$	48.57
1 1/2	\$	43.36	\$	65.05
2	\$	56.58	\$	84.86
3	\$	91.89	\$	137.82
4	\$	131.55	\$	197.30
6	\$	241.65	\$	362.51
8	\$	373.87	\$	560.80
10	\$	528.16	\$	792.25

Volume Rate: Every meter shall pay a volume rate, according to customer class, for every thousand gallons of metered consumption:

Volume Rate		
Range/Customer Class	Inside City	Outside City

0 to 2,000 gallons:

Residential	\$	-	\$	-
Multi Family Residential	\$	-	\$	-
Commercial	\$	-	\$	-
Industrial	\$	-	\$	-
School	\$	-	\$	-
Government	\$	-	\$	-
City of Gearhart	\$	-	\$	-
Non-Peak Industrial	\$	-	\$	-

2,001 gallons and over:

Residential	\$	3.96	\$	5.98
Multi Family Residential	\$	3.23	\$	4.80
Commercial	\$	5.93	\$	8.86
Industrial	\$	7.04	\$	10.59
School	\$	4.82	\$	7.27
Government	\$	7.46	\$	11.19
City of Gearhart	\$	7.46		n/a
Non-Peak Industrial	\$	3.96		n/a

City of Warrenton
 Water Dept. Installation and Administrative Fees
 Effective April 1, 2009

EXHIBIT B

INSTALLATION

METER SIZE	EQUIVALENT METER RATIOS	CAPACITY ALLOWANCE (GPD)	COMBINED FEE
3/4"	1.0	690	\$ 1,300
1"	1.7	1,173	\$ 1,500
1-1/2"	3.3	2,277	\$ 1,148*
2"	5.3	3,657	\$ 1,844*
3"	10.0	6,900	\$ 3,480*
4"	16.7	11,523	\$ 5,812*
6"	33.3	22,977	\$11,588*
8"	53.3	36,777	\$18,548*
10"	76.7	52,923	\$26,692*

* Connection fee for meters above 1" includes the combined fee plus the actual cost of the meter, materials, and labor for installation.

ADMINISTRATION FEES

Connection for which the owner has provided all improvements for complete installation:

Each subdivision lot for single-family or manufactured dwelling	3/4" \$ 400.00
	1" \$ 450.00
Each apartment unit in a multi-family dwelling	\$ 105.00
Each RV space	\$ 80.00

RESOLUTION NO. 2490
Introduced by All Commissioners
ADOPTING WATER DEPARTMENT RATES; ESTABLISHING
July 1, 2017, AS THE EFFECTIVE DATE,
REPEALING
ANY OTHER RESOLUTION IN CONFLICT

WHEREAS, the City of Warrenton Water Department is an enterprise fund and revenues must pay expenses; and

WHEREAS, the City of Warrenton needs to update its water rates to keep up with increasing costs and debt service; and

WHEREAS, the Warrenton Budget Committee approved a 7% water rate increase during its Fiscal Year 2017-2018 budget process.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1. The Warrenton City Commission hereby adopts the attached schedule of water rates, listed in Exhibit A for all users of its municipal water service.

Section 2. The Non-peak Industrial Customer Class on the attached schedule of rates is specifically assigned to shrimp processors for the months of April, May, and June and shall be gauged by a water meter specifically installed for shrimp processing.

Section 3. The Warrenton City Commission hereby adopts the attached schedule of installation and administrative fees, listed in Exhibit B, for all users of its municipal water service.

Section 4. Any fees, charges, taxes or penalties that are assessed, requested or required by this resolution are deemed by the Warrenton City Commission to not be subject to the limits of Section 11b, Article XI of the Oregon Constitution and will be adopted according to Section 1(b)(e) and Section 2 of ORS 310.145.

Section 5. This resolution shall effect rates July 1, 2017.

First Reading: June 13, 2017

Second Reading: June 27, 2017

ADOPTED by the City Commission of the City of Warrenton this 27th day of June, 2017.

APPROVED

Henry Balensifer, Mayor

ATTEST

Dawne Shaw, Deputy City Recorder

"Making a difference through excellence of service"



CITY OF WARRENTON

7-D

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Mathew J. Workman, Chief of Police
DATE: June 13, 2017
SUBJ: Budget Amendment, Resolution No. 2491

SUMMARY

In 2014 the Warrenton Police Department received a COPS Hiring Grant from the U.S. Department of Justice Community Oriented Policing Services. The duration of the grant was for 3-years and not to exceed \$125,000 in federal grant funds. For FY 2016-2017 the revenue we budgeted was \$9,956.00 lower than what we will be receiving. In order to close the grant out this year and expend all \$125,000 we need to do a budget amendment prior to the end of the fiscal year on June 30, 2017 to include the unanticipated revenues.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve Resolution No. 2491 approving and adopting increases to the 2016-2017 budget by increasing appropriations for unanticipated revenues totaling \$9,956.00."

ALTERNATIVE

Do not approve the resolution and lose the remaining funds in the Federal 2014 COPS Grant Funds.

FISCAL IMPACT

This will allow the police department to fully expend the 2014 COPS Grant Funds.

ATTACHMENTS:

Resolution No. 2491 and fund explanation sheet from the Finance Department.

Approved by City Manager:

Linda Engelson

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

RESOLUTION NO. 2491

Introduced by All Commissioners

**APPROVING AND ADOPTING INCREASES TO THE 2016-2017 BUDGET BY
INCREASING APPROPRIATIONS FOR UNANTICIPATED REVENUES**

BE IT RESOLVED that the City Commission of the City of Warrenton hereby adopts the following 2016-2017 budget changes for unanticipated revenues and expenses.

Whereas, the city was awarded a grant from the U.S. Department of Justice Community Oriented Policing Services in 2014 for the purpose of hiring a police officer over a three-year period, and

Whereas, actual revenue received from this grant in fiscal year 2016-2107 is expected to exceed budgeted revenue, and

Whereas, these funds will be recorded in the Grant Fund along with the associated expenditures, and

Whereas, this additional grant and contribution amount has a total value of \$9,956.00:

<u>Grants Fund</u>	<u>Adopted</u>	<u>Changes</u>	<u>Amended</u>
Total Resources	<u>88,359</u>	<u>9,956</u>	<u>98,315</u>
Police Department	85,324	9,956	95,280
Contingency	0		0
Total Expenditures	<u>\$ 85,324</u>	<u>\$ 9,956</u>	<u>\$ 95,280</u>

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

This resolution is effective on June 13, 2017.

Mayor

ATTEST:

Deputy City Recorder

COPS Grant
OMB Number 0348-0061
Grant Period 09/01/2014-08/31/2017

Total Amount Authorized	\$ 125,000.00	
Amount previously drawn through March 31, 2017	<u>\$ 110,497.46</u>	
Balance available-expected to draw for Apr-June 2017	\$ 14,502.54	
Budgeted for FY 2016-2017	\$ 54,915.00	
Received Year to Date	<u>\$ 50,367.58</u>	
Difference	\$ (4,547.42)	
Budget Adjustment needed to receive and expend all COPS Grant Funds in FY 2016-2017	\$ 9,955.12	
Rounded up	<table border="1"><tr><td>\$ 9,956.00</td></tr></table>	\$ 9,956.00
\$ 9,956.00		

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: June 13, 2017

SUBJ: Budget Amendment, Resolution No. 2491

SUMMARY

In 2014 the Warrenton Police Department received a COPS Hiring Grant from the U.S. Department of Justice Community Oriented Policing Services. The duration of the grant was for 3-years and not to exceed \$125,000 in federal grant funds. For FY 2016-2017 the revenue we budgeted was \$9,956.00 lower than what we will be receiving. In order to close the grant out this year and expend all \$125,000 we need to do a budget amendment prior to the end of the fiscal year on June 30, 2017 to include the unanticipated revenues.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve Resolution No. 2491 approving and adopting increases to the 2016-2017 budget by increasing appropriations for unanticipated revenues totaling \$9,956.00."

ALTERNATIVE

Do not approve the resolution and lose the remaining funds in the Federal 2014 COPS Grant Funds.

FISCAL IMPACT

This will allow the police department to fully expend the 2014 COPS Grant Funds.

ATTACHMENTS:

Resolution No. 2491 and fund explanation sheet from the Finance Department.

Approved by City Manager: _____

Linda Engelson

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

RESOLUTION NO. 2491

Introduced by All Commissioners

**APPROVING AND ADOPTING INCREASES TO THE 2016-2017 BUDGET BY
INCREASING APPROPRIATIONS FOR UNANTICIPATED REVENUES**

BE IT RESOLVED that the City Commission of the City of Warrenton hereby adopts the following 2016-2017 budget changes for unanticipated revenues and expenses.

Whereas, the city was awarded a grant from the U.S. Department of Justice Community Oriented Policing Services in 2014 for the purpose of hiring a police officer over a three-year period, and

Whereas, actual revenue received from this grant in fiscal year 2016-2107 is expected to exceed budgeted revenue, and

Whereas, these funds will be recorded in the Grant Fund along with the associated expenditures, and

Whereas, this additional grant and contribution amount has a total value of \$9,956.00:

<u>Grants Fund</u>	<u>Adopted</u>	<u>Changes</u>	<u>Amended</u>
Total Resources	<u>88,359</u>	<u>9,956</u>	<u>98,315</u>
Police Department	85,324	9,956	95,280
Contingency	0		0
Total Expenditures	<u>\$ 85,324</u>	<u>\$ 9,956</u>	<u>\$ 95,280</u>

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

This resolution is effective on June 13, 2017.

Mayor

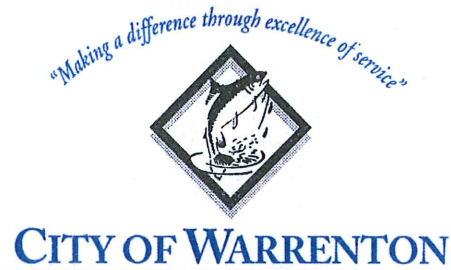
ATTEST:

Deputy City Recorder

COPS Grant
OMB Number 0348-0061
Grant Period 09/01/2014-08/31/2017

Total Amount Authorized	\$ 125,000.00	
Amount previously drawn through March 31, 2017	<u>\$ 110,497.46</u>	
Balance available-expected to draw for Apr-June 2017	\$ 14,502.54	
Budgeted for FY 2016-2017	\$ 54,915.00	
Received Year to Date	<u>\$ 50,367.58</u>	
Difference	\$ (4,547.42)	
Budget Adjustment needed to receive and expend all COPS Grant Funds in FY 2016-2017	\$ 9,955.12	
Rounded up	<table border="1"><tr><td>\$ 9,956.00</td></tr></table>	\$ 9,956.00
\$ 9,956.00		

7-E



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: June 13, 2017
SUBJ: Resolution No. 2493 – Updating Sewer Rates

SUMMARY

The attached resolution increases sewer rates by 5%, as recommended and approved by the budget committee, effective July 1, 2017.

Rate resolutions are typically done over two meetings in order to give the public an opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading of Resolution No. 2493; *Updating City of Warrenton Sewer Rates, Establishing July 1, 2017, as the effective date, and repealing any other resolutions in Conflict.*"

ALTERNATIVE

None recommended

FISCAL IMPACT

The rate increase is expected to raise approximately \$102,200 in the sewer fund for fiscal year ending June 30, 2017.

Approved by City Manager: IME

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

RESOLUTION NO. 2493
Introduced by All Commissioners

Updating City of Warrenton Sewer Rates
Repealing
Any Other Resolution in Conflict

WHEREAS, the City of Warrenton provides sewer services to customers both inside and outside (Shoreline Sanitary District) its city limits; and

WHEREAS, the City of Warrenton administers its sewer fund as an enterprise fund, and as such, must fully recover all of its associated costs; and

WHEREAS, the Warrenton Budget Committee approved a 5% Sewer Rate Increase during its Fiscal Year 2017-2018 Budget Process.

NOW, THEREFORE, it is hereby resolved:

1. Effective July 1, 2017, Monthly Sewer Service Rates for City of Warrenton customers shall be charged according to the attached "Exhibit A."
2. This resolution effects rates July 1, 2017.

Adopted by the City Commission of the City of Warrenton this 27th day of June 2017.

First Reading: June 13, 2017
Second Reading: June 27, 2017

APPROVED

Henry Balensifer, Mayor

ATTEST

Dawne Shaw, Deputy City Recorder

**City of Warrenton
Monthly Sewer Service Rates
Effective 7/1/17**

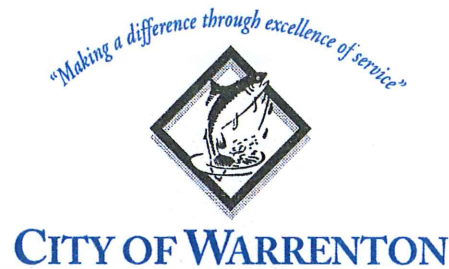
Monthly sewer service rates for customers of the sewer system shall be a combination of the following:

Base Rate: Every account shall pay a base rate per month, according to customer class. All customers are subject to the monthly "ready-to-serve" base rate:

Base Rate	
Class	Rate
Single Unit	\$ 55.51
Metered	\$ 55.51
Bio-Oregon	\$ 160.31
Warrenton Deep Sea	\$ 60.50
Fort Stevens	\$ 4,563.23
Pacific Coast Seafoods	\$ 202.23
Point Adams	\$ 328.02
Warrenton Boat Yard-Industrial Waste Permitted Use	\$ 84.47
Shoreline Sanitary District	\$ 69.39

Volume Rate: Accounts classified as "metered" sewer customers shall pay a volume rate for every thousand gallons of metered water consumption:

Volume Rate	
Class	Rate
0 to 5,000 gallons:	
Metered	\$ -
5,001 gallons and over:	
Metered	\$ 7.80



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Linda Engbretson, CMC, City Recorder/Asst. to the City Manager

DATE: June 28, 2016

SUBJ: Resolution No. 2495 – Updating Recycling Rates

SUMMARY

Resolution No. 2495; *Adopting and Setting New Rates for Recycling Services and Repealing All Resolutions in Conflict*, is presented for your consideration. The rate increase is from \$6.97 to \$7.13 for every other week pickup, effective July 1, 2016. This rate increase is based on the annual CPI.

Rate resolutions are typically done over two meetings in order to give the public an opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2495; *Adopting and Setting New Rates for Recycling Services and Repealing All Resolutions in Conflict.*"

ALTERNATIVE

None recommended

FISCAL IMPACT

If rates are not raised, the City will not recoup costs for recycling fees from Recology Western Oregon for recycling pickup.

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to be "J. Long", is written over a horizontal line.

RESOLUTION NO. 2495

Introduced by All Commissioners

Adopting and Setting New Rates for Recycling Services
and Repealing All Resolutions in Conflict

WHEREAS, Western Oregon Waste, the City's Residential Recycling Service Provider is instituting an increase in the residential recycling service rates in the City of Warrenton; and

WHEREAS, this increase requires an adjustment in user rates to meet City of Warrenton recycling expenses in the City's sanitation fund.

NOW, THEREFORE, BE IT RESOLVED that the Warrenton City Commission does hereby adopt the following as its Residential Recycling Rates for the City of Warrenton:

RESIDENTIAL RECYCLING RATES
CITY OF WARRENTON
Effective July 1, 2017

TYPE OF SERVICE	MONTHLY RATE
RESIDENTIAL	
96 Gallon Roll Cart - Every other Week P/U	\$7.13

BE IT FURTHER RESOLVED that all other resolutions in conflict are hereby repealed and replaced with the above residential recycling user fees, effective July 1, 2017.

This Resolution shall be effective July 1, 2017.

Adopted by the City Commission of the City of Warrenton this ____ day of June, 2017.

First Reading: June 13, 2017

Second Reading: June 27, 2017

APPROVED

Henry Balensifer, Mayor

ATTEST

Dawne Shaw, Deputy City Recorder

**RECOLOGY WESTERN OREGON
WAR CITY OF WARRENTON**

**SUMMARY RATE SHEET
EFF. DATE: 7/1/2017**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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COLLECTION SERVICES - BILLED TO CITY				MONTHLY RATES	
90REC	90G COMMINGLED RECYCLING -CURB	\$ 6.97	2.30%	\$ 0.16	\$ 7.13
90RES	90G COMMINGLE-SIDE	\$ 6.97	2.30%	\$ 0.16	\$ 7.13
1CBE	CARDBOARD CONTAINER - ALL SIZES	\$ 34.15	2.30%	\$ 0.79	\$ 34.94
2GEW	2YD WASTE WATER EOW	\$ 172.71	2.30%	\$ 3.97	\$ 176.68

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL. **RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 51.66	0.00%	\$ -	\$ 51.66
APPL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
FURN	FURNITURE CHARGE	\$ 17.22	0.00%	\$ -	\$ 17.22
IRSC	IN ROUTE SERVICE CHARGE	\$ 29.96	2.30%	\$ 0.69	\$ 30.65
SC	SERVICE CHARGE	\$ 119.85	2.30%	\$ 2.76	\$ 122.61

RELATED FEES

RATE PER EACH

CORDF	CONTAINER RE-DELIVERY FEE	\$ 119.85	2.30%	\$ 2.76	\$ 122.61
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Note: Re-Delivery fees apply for resume service after suspend.

RATE PER EACH

CCF	CART CLEANING FEE	\$ 25.00	0.00%	\$ -	\$ 25.00
CRF	CART REPLACEMENT FEE	\$ 65.00	0.00%	\$ -	\$ 65.00

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

RATE PER EACH

WLI	WIND LATCH INSTALLATION	\$ 15.00	0.00%	\$ -	\$ 15.00
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

FRONT-LOAD CONTAINER SERVICE

(City provides service for container sizes 3yds & under, unless City directs RWO to service)

1 YARD CONTAINERS

MONTHLY RATES

1GE	1YD TRASH EOW	\$ 91.46	2.30%	\$ 2.10	\$ 93.56
1XP	EXTRA PICK UP-1YD TRASH	\$ 33.65	2.30%	\$ 0.77	\$ 34.42

1.5 YARD CONTAINERS

MONTHLY RATES

1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 43.28	2.30%	\$ 1.00	\$ 44.28
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2 YARD CONTAINERS

MONTHLY RATES

2GW	2YD TRASH	\$ 233.37	2.30%	\$ 5.37	\$ 238.74
2GE	2YD TRASH EOW	\$ 129.31	2.30%	\$ 2.97	\$ 132.28
2GM	2YD TRASH MONTHLY	\$ 73.30	2.30%	\$ 1.69	\$ 74.99
2OC	ON CALL-2YD TRASH	\$ 52.87	2.30%	\$ 1.22	\$ 54.09
2XP	EXTRA PICK UP-2YD TRASH	\$ 52.87	2.30%	\$ 1.22	\$ 54.09

3 YARD CONTAINERS

MONTHLY RATES

3GW	3YD TRASH	\$ 309.06	2.30%	\$ 7.11	\$ 316.17
3GE	3YD TRASH EOW	\$ 167.15	2.30%	\$ 3.84	\$ 170.99
3GM	3YD TRASH MONTHLY	\$ 90.77	2.30%	\$ 2.09	\$ 92.86
3OC	ON CALL-3YD TRASH	\$ 72.10	2.30%	\$ 1.66	\$ 73.76
3XP	EXTRA PICK UP-3YD TRASH	\$ 72.10	2.30%	\$ 1.66	\$ 73.76

**RECOLOGY WESTERN OREGON
WAR CITY OF WARRENTON**

**SUMMARY RATE SHEET
EFF. DATE: 7/1/2017**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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4 YARD CONTAINERS

MONTHLY RATES

4GW	4YD TRASH	\$ 378.44	2.30%	\$ 8.70	\$ 387.14
4GE	4YD TRASH EOW	\$ 201.82	2.30%	\$ 4.64	\$ 206.46
4GM	4YD TRASH MONTHLY	\$ 106.80	2.30%	\$ 2.46	\$ 109.26
4OC	ON CALL-4YD TRASH	\$ 89.73	2.30%	\$ 2.06	\$ 91.79
4XP	EXTRA PICK UP-4YD TRASH	\$ 89.73	2.30%	\$ 2.06	\$ 91.79

5 YARD CONTAINERS

MONTHLY RATES

5GW	5YD TRASH	\$ 454.12	2.30%	\$ 10.44	\$ 464.56
5GE	5YD TRASH EOW	\$ 239.67	2.30%	\$ 5.51	\$ 245.18
5GM	5YD TRASH MONTHLY	\$ 124.29	2.30%	\$ 2.86	\$ 127.15
5OC	ON CALL-5YD TRASH	\$ 108.94	2.30%	\$ 2.51	\$ 111.45
5XP	EXTRA PICK UP-5YD TRASH	\$ 108.94	2.30%	\$ 2.51	\$ 111.45

6 YARD CONTAINERS

MONTHLY RATES

6GW	6YD TRASH	\$ 529.82	2.30%	\$ 12.19	\$ 542.01
6GE	6YD TRASH EOW	\$ 277.52	2.30%	\$ 6.38	\$ 283.90
6GM	6YD TRASH MONTHLY	\$ 141.76	2.30%	\$ 3.26	\$ 145.02
6OC	ON CALL-6YD TRASH	\$ 128.20	2.30%	\$ 2.95	\$ 131.15
6XP	EXTRA PICK UP-6YD TRASH	\$ 128.20	2.30%	\$ 2.95	\$ 131.15

8 YARD CONTAINERS

MONTHLY RATES

8GW	8YD TRASH	\$ 618.12	2.30%	\$ 14.22	\$ 632.34
8GE	8YD TRASH EOW	\$ 321.67	2.30%	\$ 7.40	\$ 329.07
8GM	8YD TRASH MONTHLY	\$ 162.16	2.30%	\$ 3.73	\$ 165.89
8OC	ON CALL-8YD TRASH	\$ 150.62	2.30%	\$ 3.46	\$ 154.08
8XP	EXTRA PICK UP-8YD TRASH	\$ 150.62	2.30%	\$ 3.46	\$ 154.08

CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)

RNT1	1YD RENT - TRASH	\$ 20.00	0.00%	\$ -	\$ 20.00
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FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

Compactor Rating	4 : 1	3 : 1	2 : 1
Factor applied to container rate of same size	1.5	1.3	1.12

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 20.52	2.00%	\$ 0.41	\$ 20.93
M10SC	10 QT SHARPS CONTAINER	\$ 23.76	2.00%	\$ 0.48	\$ 24.24
M23SC	23 QT SHARPS CONTAINER	\$ 45.90	2.00%	\$ 0.92	\$ 46.82
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 32.92	2.00%	\$ 0.66	\$ 33.58
M21BX	21 GAL MEDICAL WASTE BOX	\$ 42.49	2.00%	\$ 0.85	\$ 43.34
M48BX	48 GAL MEDICAL WASTE BOX	\$ 48.50	2.00%	\$ 0.97	\$ 49.47
M8GBP	RX MED WASTE TUB	\$ 95.56	2.00%	\$ 1.91	\$ 97.47

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 59.92	2.30%	\$ 1.38	\$ 61.30
10HG	10 YD TRASH BOX HAUL	\$ 119.84	2.30%	\$ 2.76	\$ 122.60
20HG	20 YD TRASH BOX HAUL	\$ 119.84	2.30%	\$ 2.76	\$ 122.60
30HG	30 YD TRASH BOX HAUL	\$ 119.84	2.30%	\$ 2.76	\$ 122.60
47HG	47 YD TRASH BOX HAUL	\$ 119.84	2.30%	\$ 2.76	\$ 122.60
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 143.10	2.30%	\$ 3.29	\$ 146.39

DEBRIS BOX DISPOSAL FEES (\$\$/TON)

RATE PER TON

DFDM	DISPOSAL FEE - DEMOLITION	\$ 94.00	0.00%	\$ -	\$ 94.00
DFG	DISPOSAL FEE - GARBAGE	\$ 102.61	-2.74%	\$ (2.81)	\$ 99.80
DFYD	DISPOSAL FEE - YARD DEBRIS	NO CHARGE - BILLED TO CITY BY ATS			

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 11.96	2.30%	\$ 0.28	\$ 12.24
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 119.38	2.30%	\$ 2.75	\$ 122.13
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Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 119.84	2.30%	\$ 2.76	\$ 122.60
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 119.85	2.30%	\$ 2.76	\$ 122.61
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 179.75	2.30%	\$ 4.13	\$ 183.88

Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

BULKY ITEMS - DEBRIS BOX

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS
ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.59	0.00%	\$ -	\$ 4.59
TONR	TIRE CHARGE ON RIM	\$ 9.18	0.00%	\$ -	\$ 9.18
APPL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
APF	REFRIGERATOR/FREEZER	\$ 51.66	0.00%	\$ -	\$ 51.66

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).

Billing Terms: Commercial Accounts are billed on a monthly basis.

Residential accounts are billed once every two months; one in advance and one in arrears.



**CITY OF WARRENTON
PUBLIC WORKS**

Agenda Item

7-G

Agenda Item Memorandum

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

From: Jim Dunn, Public Works Director

Date: June 13, 2017

Subj: Public Works Department Surplus Vehicles

Summary:

The Warrenton Public Works Department has three vehicles that have been replaced and need to be declared surplus property.

The description of the vehicles is as follows:

- 1998 Peterbuilt, Garbage Truck, VIN 1NPZL90X4WD710724
- 1994 Ford F150, Pickup, VIN 1FTEF14NXRLB61421
- 1997 Ford F150, Pickup, VIN 1FTDF18W4VKD34378

The Department intends to sell these vehicles at a public auction.

Recommendation

Staff recommends the following motion;

“I move to declare the listed vehicles as surplus and allow staff to dispose of them in accordance with the City Surplus Property Procedures.”

Alternative

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

Fiscal Impact

The vehicles will bring a small amount of revenue for the City as well as getting them removed from ongoing storage and insurance costs.

Approved by City Manager:

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



HEIL

CITY OF WARRENTON
Public Works

41

Peterbilt







CITY OF WARRENTON
PUBLIC WORKS

Agenda Item

7-14

Agenda Item Memorandum

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

From: Jim Dunn, Public Works Director

Date: June 13, 2017

Subj: Oregon Water/Wastewater Agency Response Network (ORWARN)

Summary:

The Oregon Revised Statute recognizes the need for governmental agencies to pool public resources periodically to expedite projects and remedy staffing limitations. The City of Warrenton Public Works Department may require, on an emergency basis, certified utility operators from other agencies to operate treatment, and distribution facilities. The Oregon Water/Wastewater Agency Response Network {ORWARN} IGA was developed for this very purpose. Members have access to the ORWARN website, allowing a member to locate the emergency equipment (pumps, generators, chlorinators, excavators, etc.) and trained personnel (e.g. treatment plant operators) needed in an emergency.

Recommendation

Staff recommends the following motion;

"I move to approve the Water/Wastewater Agency Response Network {ORWARN} intergovernmental Agreement"

Alternative

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

Fiscal Impact

No fiscal impact.

Approved by City Manager:

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

MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE PROVISION OF EMERGENCY SERVICES RELATED TO WATER AND WASTEWATER UTILITIES

This Mutual Aid and Assistance Agreement ("Agreement") establishes a Mutual Aid Assistance Program among signatories to this Agreement, and contains procedures and standards for a water and wastewater utility Mutual Aid and Assistance Program.

AGREEMENT

This Agreement is entered into by the Members that have, by executing this Agreement, manifested their intent to enter into a Mutual Aid and Assistance Program through the Oregon Water/Wastewater Agency Response Network (ORWARN). Associate Members may also become affiliated with ORWARN by executing this Agreement. A list of all Members and Associate members shall be maintained by the Governing board and is available upon request from a Governing Board.

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the Members hereby establish a Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members may, in their discretion, coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

A. Associate Members Any public or private entity that desires to be affiliated with ORWARN may become an Associate Member. Associate Members may attend board meetings, attend general membership meetings, attend training exercises, receive general information regarding the organization and participate in other activities deemed appropriate by the Governing Board. Associate Members may not request assistance or respond to a request for assistance under the Agreement. Further, Associate Members may not vote and

are ineligible to serve on the Governing board.

B. Authorized Official Employees or officers of a Member that are authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this Agreement.

C. Confidential Information Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member.

D. Emergency Any human caused or natural event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material as defined in ORS 466.605, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be believed to be beyond the control of the services, personnel, equipment, and facilities of a Member.

E. Member Any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company that participates in the Mutual Aid and Assistance Program by executing this Agreement. If any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company has separate water and wastewater operations, each one, if contracting separately, shall be deemed to be a Member for purposes of this Agreement.

F. National Incident Management System (NIMS) A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

G. Non-Responding Member A Member that does not provide assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

H. Period of Assistance A period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the Responding Member no longer supplies personnel, equipment, supplies or services to the Requesting Member.

I. Requesting Member A Member that requests assistance under the Mutual Aid and Assistance Program.

J. Responding Member A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

ARTICLE III. ADMINISTRATION

A. A Governing Board shall be established to organize and maintain the Mutual Aid and Assistance Program. The Governing Board shall be elected by ballot by a majority vote of the Members of this Agreement. Each Member shall have one vote. Associate Members are ineligible to vote and may not serve on the Governing Board.

B. The Governing Board shall consist of 5 Members. The Governing Board will elect the following officers: a Chair; a Vice Chair; and a Secretary. The term of all board members shall be 2 years, except that in the first year the Agreement is in effect, the term of the Vice Chair and other board members shall be 1 year. A quorum shall be a majority of the Members of the Governing Board.

C. The Governing Board shall meet at least twice each year, at a meeting place designated by the Governing Board. The Governing Board may make, establish and alter rules and regulations for its procedure consistent with generally recognized principles of parliamentary procedure. The Governing Board shall have the power to carry out the purposes of this Agreement, including but not limited to the power to: adopt bylaws; develop specific procedures and protocol for requesting assistance; develop specific procedures and protocol for responding to a request for assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain membership lists; maintain equipment and supply inventory lists; and deal with membership issues.

ARTICLE IV. REQUESTS FOR ASSISTANCE

A. Member Responsibility: Members shall designate Authorized Official(s); provide contact information including emergency 24-hour contact information; and maintain resource information made available by the utility for mutual aid and assistance response. Such information shall be updated annually or when changes occur and provided to the Governing Board.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for

personnel, equipment, and supplies shall be provided in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. The Governing Board shall develop specific protocols for requesting aid in bylaws, as amended from time to time.

B. Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, in its sole discretion, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond to the request, and the availability of resources to be used in any such response. All Authorized Official's decisions on the availability of resources shall be final unless overridden by the Member's governing body.

ARTICLE V. RESPONDING MEMBER PERSONNEL

A. National Incident Management System: When providing assistance under this Agreement, the Requesting Member and Responding Member will use the organizational principles set forth in the National Incident Management System.

B. Control: Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

C. Food and Shelter: When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member does not provide food and shelter for responding personnel, the Responding Member's designated supervisor is authorized to secure the resources reasonably necessary to meet the needs of its personnel. Except as provided for below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains

responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

D. Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio equipment, in order to facilitate communications with local responders and utility personnel.

E. Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

F. Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Responding Member(s) shall have no liability from a decision to withdraw. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VI

COST REIMBURSEMENT

A. Cost Reimbursement: Unless otherwise mutually agreed by the Requesting Member and the Responding Member, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the Period of Assistance.

B. Personnel Costs: Responding Member personnel costs shall be the amount to be paid for work performed by the Responding Member's personnel during a Period of Assistance under the terms and conditions of the Responding Member's individual employment contracts with such personnel. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance. Requesting Member reimbursement to the Responding Member shall include all personnel costs incurred by the Responding Member, including, but not limited to, salaries or hourly wages, costs for fringe benefits, and indirect costs.

C. Costs of Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All

equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances. Generally, rates for equipment use will be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event loaned equipment is damaged while being dispatched to Requesting Member, or while used during a Period of Assistance, and such damage is not due to negligence or intentional acts of the Responding Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing such damaged equipment. If the damaged equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the reasonable cost of replacing such damaged equipment with equipment that is of equivalent age, condition and of at least equal capability. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

D. Costs of Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for Responding Member's use of expendable or non-returnable supplies during the Period of Assistance. The Responding Member must not charge direct fees or rental charges to the Requesting Member for supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage shall be treated as expendable supplies or non-returnable for purposes of cost reimbursement.

E. Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member in providing assistance under this Agreement, not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member shall pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

F. Records: Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VII. DISPUTES

If a dispute arises between Members under this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally by filing an action in a court of competent jurisdiction.

Step One: The disputing Members shall authorize a person ("Authorized Official") to negotiate on their behalf. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed the disputing Members' Authorized Official and ratified by each governing body, if required. Step One will be completed when notice is delivered in writing to all disputing Members.

Step Two: If the dispute cannot be resolved within fifteen (15) business days at Step One, the disputing Members shall submit the matter to mediation. The disputing Members shall attempt to agree on a mediator. If they cannot agree, the disputing Members shall request a list of five (5) mediators from an entity or firm providing mediation services. The disputing Members will mutually agree on a mediator from the list provided. If the disputing Members cannot mutually agree upon a mediator, the disputing Members shall alternatively strike one name from the list until one mediator remains. The remaining mediator shall be the mediator for the dispute. Any common costs of mediation shall be borne equally by the disputing Members who shall each bear their own costs and fees. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Authorized Official and ratified by their respective governing bodies, if necessary.

Step Three: If the disputing Members are unsuccessful at Steps One and Two, the dispute shall be resolved by a State of Oregon

court of competent jurisdiction. Venue shall be in the jurisdiction of the Responding Member, subject to statutory limitations.

ARTICLE VIII.
DUTY OF REQUESTING MEMBERS TO INDEMNIFY

Subject to the Oregon Constitution, the limits imposed under the Oregon Tort Claims Act, and laws of the state of Oregon applicable to local governments, the Requesting Member shall assume the defense of, fully indemnify, save and hold harmless, all Members, and their board, directors, commissioners, officers, agents and employees, from all claims, suits, actions, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from any Responding Member's act or omission during a specified Period of Assistance, except for claims arising out of the willful misconduct or gross negligence of a Responding Member, its board, directors, commissioners, officers, agents and employees.

ARTICLE IX.
SIGNATORY INDEMNIFICATION

To the extent not addressed in Article VIII, and subject to the Oregon Constitution and limits imposed under the Oregon Tort Claims Act, a Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members and Associate Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE X.
WORKER'S COMPENSATION CLAIMS

Each Responding Member shall provide worker's compensation benefits and administering worker's compensation for its own personnel.

ARTICLE XI.
NOTICE

A Member or Associate Member that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members that may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII.
INSURANCE

Members and Associate Members of this Agreement shall maintain an appropriate insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

ARTICLE XIII
CONFIDENTIAL INFORMATION

To the extent provided by law, Members and Associate Members shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XIV.
EFFECTIVE DATE AND PROCESS TO ADD NEW MEMBERS

This Agreement shall be effective after two (2) or more entities' authorized representatives execute the Agreement. Membership shall become effective upon executing this Agreement. A list of all Members and Associate Members shall be maintained by the Governing board and is available upon request from a Governing Board.

ARTICLE XV.
TERM

Unless restricted by Oregon statutes, municipal Charters and corporate Charters, the term of this Agreement shall be for 5 years and shall be automatically renewed for additional terms of five years each, unless terminated by Majority vote of the Governing Board. Termination of this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, or for any other costs voluntarily incurred during the withdrawing Member's membership, which duty shall survive such

termination.

ARTICLE XVI.
WITHDRAWAL

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Governing Board. Withdrawal takes effect 60 days after the Governing Board receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered, or rescinded by individual Members or Associate Members of the Agreement. Modifications (except Modifications to Article III and Article XVII) require a majority vote of the Members of the Governing Board (3) or a majority vote of the Members of this Agreement. Modifications to Article III and Article XVII require a majority vote of the Members to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members, except that the addition of a new Member or Associate Member becomes effective upon execution of this Agreement.

ARTICLE XVIII.
NO THIRD PARTY BENEFICIARIES

The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

ARTICLE XIX.
WAIVER

No provision of this Agreement may be waived except in writing by the Member waiving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other

provision.

ARTICLE XX.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XXI.
EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, an authorized representative of a Member or Associate Member has duly executed this Mutual Aid and Assistance Agreement as of the date referenced below. An ORWARN representative will acknowledge receipt of the Mutual Aid and Assistance Agreement and return a copy to the Member or Associate Member.

MEMBER

APPROVED AS TO FORM:

By: _____

Date: _____

Title: _____

Print Name _____

ASSOCIATE MEMBER

APPROVED AS TO FORM:

By: _____

Date: _____

Title: _____

Print Name _____

Affiliation or Interest in water / wastewater industry _____

ORWARN ACKNOWLEDGMENT

By: _____

Date: _____

Title: _____

Print Name _____

"Making a difference through excellence of service"



CITY OF WARRENTON

7-I

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Mathew J. Workman, Chief of Police
DATE: June 13, 2017
SUBJ: 2017-2018 Police Dispatch Services Agreement

SUMMARY

The Warrenton Police Department contracts with the Astoria Police Department for police dispatch services. Each year the City must sign a "Subscriber Agreement" with the City of Astoria to set the terms and conditions to provide these services. These services are budgeted in the FY 2017-2018 City Budget. Historically the agreement is signed by the respective City Mayor and City Manager from each City.

RECOMMENDATION/SUGGESTED MOTION

Approve the 2017-2018 Police Dispatch Services Agreement and have it signed by the Mayor and City Manager.

"I move to approve the Police Dispatch Services Agreement with the City of Astoria for Fiscal Year 2017 – 2018 and to have the Mayor and the City Manager sign the agreement."

ALTERNATIVE

None.

FISCAL IMPACT

The FY 2017-2018 dispatch services will cost the City \$191,064, an increase of \$3,968 (2.12%) from \$187,096 in FY 2016-2017.

ATTACHMENTS:

Two (2) copies of the 2017 – 2018 Police Dispatch Services Agreement.

Approved by City Manager:

A handwritten signature in blue ink, which appears to read "Jinder Eghtebani", written over a horizontal line.

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

A G R E E M E N T
POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2017 by and between the City of WARRENTON, hereinafter called "Warrenton", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

Warrenton and Astoria enter this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to Warrenton, and Warrenton has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

- A. Basic Services
Astoria shall provide Warrenton with twenty-four (24) hour emergency dispatch service. This will include:
1. Answering service for Warrenton police emergency incoming telephone lines;
 2. Advising appropriate police agency by means of radio of services requested by the public;
 3. Answering police radio calls for service and provide appropriate information to authorized personnel;
 4. Maintaining a log of citizen-called-for services;
 5. Providing teletype service to authorized personnel,
 6. Provide communications infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

A. For the service provided by Astoria, Warrenton agrees to a cost of \$191,064 for the period of July 1, 2017 to June 30, 2018.

B. Warrenton shall pay Astoria as follows:

The sum \$191,064, payment due on September 30, 2017

OR

1. For the period from the 1st day of July, 2017 to the 30th day of September, 2017, the sum of \$47,766; payment due on September 30, 2017;
2. For the period from the 1st day of October, 2017 to the 31st day of December, 2017, the sum of \$47,766; payment due on December 31, 2017;
3. For the period from the 1st day of January, 2018 to the 31st day of March, 2018, the sum of \$47,766; payment due on March 31, 2018;

4. For the period from the 1st day of April, 2018 to the 30th day of June, 2018, the sum of \$47,766; payment due on June 30, 2018.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

Warrenton shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from Warrenton.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2017 to June 30, 2018 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

CITY OF WARRENTON

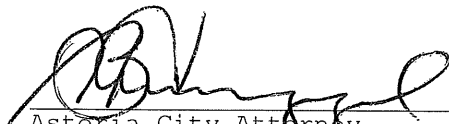
By _____
Arline LaMear, Mayor

By _____

By _____
Brett Estes, City Manager

By _____

APPROVED AS TO FORM


Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

7-J

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Skip Urling, Community Development Director
DATE: For Agenda of June 13, 2017
SUBJ: Proposed Budget Amendment—Building Division

SUMMARY

After Jim Byerley resigned and Chuck Goodwin became the Building Official early this year, the city contracted with M&B Building Services LLC to perform commercial plan and fire life safety reviews and inspections while Mr. Goodwin worked to receive the additional certifications to perform those functions. The M&B Building Services contract calls for payment to the firm of 75 percent of the plan review and fire life safety fees collected, which appears to be an industry standard.

In the last month, M&B reviewed the plans submitted by Pacific Coast Seafood for the rebuilding of the processing facility in addition to other plan reviews and inspection activities. Because of the value of the Pacific Coast Seafood facility, the review fees for that project alone exceeded \$19,000, and the May 2017 invoice (which included limited inspections in April) was \$20,866.39. M&B's expected invoice for June is approximately \$10,000; without a budget amendment, the Building Division Fund will exceed budgeted expenditures for Fiscal Year 2016-2017. Accordingly, staff recommends an intrafund transfer of \$35,000 from the Building Division contingencies to professional services line items to maintain a positive balance in the Materials and Services portion of the budget.

RECOMMENDATION/SUGGESTED MOTION

I move to adopt Resolution No. 2494 approving increases and decreases to the 2016-2017 budget by making an intrafund transfer of appropriations in the amount of \$35,000.00 in the Building Division budget.

ALTERNATIVE

None recommended

FISCAL IMPACT

Approval of this budget amendment will result in a lower beginning balance in the Building Division budget for fiscal year 2017-2018.

Approved by City Manager:

 _____

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

RESOLUTION NO. 2494

Introduced by All Commissioners

APPROVING INCREASES AND DECREASES TO THE 2016-2017 BUDGET BY MAKING AN INTRAFUND TRANSFER OF APPROPRIATIONS

BE IT RESOLVED, that the City Commission of the City of Warrenton hereby adopts the following 2016-2017 budget changes to the Building Division Fund to transfer a total of \$35,000 from *Contingency* to the *Building Department* appropriation category. This reduces contingency to \$11,310 and allows \$35,000 more spending authority in building division materials and services for additional plan review and inspection services.

<u>Building Division Fund</u>	<u>Adopted Budget</u>	<u>Changes</u>	<u>Amended Budget</u>
Building Division	231,551	35,000	266,551
Contingency	46,310	(35,000)	11,310
Total Expenditures	<u>\$ 277,861</u>	<u>0</u>	<u>\$ 277,861</u>

PASSED by the City Commission of the City of Warrenton this _____ day of _____, 2017

CERTIFIED by the Mayor of the City of Warrenton this _____ day of _____, 2017

This resolution is effective on June 13, 2017.

APPROVED:

Henry Balensifer, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder