

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
July 25, 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**

Employee Recognition

5. **CONSENT CALENDAR**
 - A. Work Session Minutes - 6.27.17
 - B. Police Dept. Monthly Statistics – June 2017
 - C. Fire Dept. Activity Report – June 2017
 - D. Planning/Building Dept. Update – June 2017

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. Public Hearing – Street Vacation; Kyle and Mary Jo Jones/Jonathon Brown – A Portion of Undeveloped NW 6th Street

- B. Consideration of Second Reading of Ordinance No. 1212-A; *Approving Application RZ-17-1 to Rezone Tax Lot 81020D000100 from Residential Growth Management/Intermediate Density to Medium Density Residential*
- C. Consideration of Resolution No. 2499; *Clarifying the Standards and Criteria for Requiring Neighborhood Parks Associated with Applications for Preliminary Plats and Subdivisions*
- D. Consideration of Water Main Easement – SeaBreeze to Manion Water Main
- E. Consideration of Consulting Services Proposal for the Meter Replacement Project – Gray & Osborne, Inc. Consultants
- F. Consideration of Resolution No. 2500; Amending Resolution No. 2490, Exhibit B, City of Warrenton Water Department Installation and Administrative Fees

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

Under the authority of 192.660(2)(d); to conduct deliberations with persons designated by the governing body to carry on labor negotiations

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
WORK SESSION – June 27, 2017

5:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, Or 97146

Mayor Balensifer called the meeting to order at 5:04 p.m.

Commissioners Present: Mayor Balensifer, Tom Dyer, Rick Newton and Mark Baldwin
Excused: Pam Ackley

Staff Present: City Manager Linda Engbretson, Finance Director April Clark, Library Site Manager Nettie Calog, Fire Chief Tim Demers and Deputy City Recorder Dawne Shaw

Others: Library Board Members

Library Board Chair Kelsey Balensifer Henry reviewed a “wish list” of items the board would like. The list includes; expanded hours of operation; update the checkout system; e-books; expand children programming; more community events; adult literacy and second language tutoring; marketing; contingency and future planning; consider purchasing current building or building new for the permanent location.

Finance Director April Clark passed out preliminary numbers on variations of levy increases; and noted the numbers do not reflect an increase in staff or operations. She noted per year, it would be approximately \$65,000 for 1 FTE and \$11,500 for a PTE. It was noted the utility costs are still an unknown. Discussion continued on staffing, volunteers and hours of operation. Library Site Manager Nettie Calog noted the library is currently open 22 hours per week, and would like to see it open 50 hours per week. Ms. Calog noted the numbers for automation and e-books; \$5,000 - \$10,000 to start up digital checkout system, and \$6,000 per year; E-books - \$1,000 startup cost and \$35,000 per year.

Discussion followed on levy increase amounts and possible fees for local and out of town users. City Manager Engbretson noted increasing the levy to .25 cents, would only leave approximately \$40,000 for upgrades, after the current services and lease are covered. Discussion continued on levy increase amounts and it was noted if the city is going to ask voters for .25, the voters need to know what that .25 will pay for.

Discussion followed on the old Hammond library property and the possibility of selling and putting the money in a trust for the future purchase of a permanent library location. City

Manager Engbretson stated the Commission will need to adopt ballot title at the first meeting in August to get it on the November ballot.

Mayor Balensifer noted he is comfortable with possibly up to 35 cents. He asked the library board to assess their needs and come back to give the Commission 3 tiers/options to choose from. (“the basic needs, the expanded and the platinum package”)

There being no further business Mayor Balensifer adjourned the work session 5:55 p.m.

APPROVED:

Henry Balensifer, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder



WARRENTON POLICE DEPARTMENT

JUNE 2017 STATISTICS

JULY 25, 2017



News & Events:

- On June 29th, Officer Wirt and Officer Johnston participated in an Active Shooter Training Drill at the US Coast Guard Base. Both officers responded with Clatsop County Deputies to a report of an active shooter in the hanger. The USCG SBT team also responded and after searching the shooter was apprehended. Casualties were much lower than a previous drill and personnel did a good job locking down and sheltering in place or fleeing and hiding from the shooter. The drill was done to improve communications between multiple agencies, practice working together, and test protocols and procedures in place. Chief Workman acted as a "Controller/Evaluator" for the drill.
- The 4th of July was relatively "quiet" except for the fireworks. The parade did not have any significant problems and the rest of the night had no major incidents.
- Officer Wirt, Sgt. Pierce, and Chief Workman assisted with the Wheatley funeral procession from Astoria through downtown Warrenton, and ending at the cemetery.
- On June 14th, Chief Workman transported 540-pounds of medications to the Covanta incinerator at Brooks, OR. The medications had been collected for a little over a year from the drop-box outside the police station.
- Sgt. Pierce is completing the backgrounds on two applicants. Once they both pass they will be scheduled for a psychological exam and then hired if they pass.
- Officer Hollaway is in his 9th week at the academy and is doing very well both with technical skills and academically.

June Statistics (% changes are compared to 2017)							
Category	2017	2016	%Chg	2015	%Chg	2014	%Chg
Calls for Service	666	696	-4%	706	-6%	755	-12%
Incident Reports	181	166	9%	131	38%	139	30%
Arrests/Citations	94	83	13%	77	22%	114	-18%
Traffic Events	173	179	-3%	114	52%	235	-26%
DUI Calls	5	3	67%	2	150%	0	500%
Traffic Accidents	15	14	7%	35	-57%	20	-25%
Property Crimes	64	92	-30%	71	-10%	127	-50%
Disturbances	72	62	16%	56	29%	188	-62%
Drug/Narcotics Calls	8	4	100%	5	60%	10	-20%
Animal Complaints	30	29	3%	34	-12%	32	-6%
Officer O.T.	217	57	281%	183.5	18%	73.25	196%
Reserve Hours	0	55.5	-100%	78	-100%	53.75	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	571	524	638	553	679	666			
Incident Reports	138	135	217	150	179	181			
Arrests/Citations	58	70	88	117	78	94			
Traffic Events	185	144	174	128	153	173			
DUII Calls	2	8	4	4	5	5			
Traffic Accidents	13	17	20	22	14	15			
Property Crimes	50	57	46	35	66	64			
Disturbances	49	47	68	61	55	72			
Drug/Narcotics Calls	6	6	4	5	5	8			
Animal Complaints	15	9	19	24	31	30			
Officer O.T.	104	136.5	214.25	284.25	282	217			
Reserve Hours	34.5	28.5	16.5	31	30	0			

Oct	Nov	Dec	2017 YTD	2017 Estimate	2016	2017 v 2016	2015	2017 v. 2015	2014	2017 v. 2014
			3631	7262	7982	-9%	8239	-12%	8317	-13%
			1000	2000	1739	15%	1749	14%	1515	32%
			505	1010	961	5%	925	9%	994	2%
			957	1914	2407	-20%	2353	-19%	2220	-14%
			28	56	37	51%	15	273%	14	300%
			101	202	219	-8%	291	-31%	408	-50%
			318	636	850	-25%	805	-21%	1374	-54%
			352	704	855	-18%	781	-10%	1359	-48%
			34	68	73	-7%	42	62%	80	-15%
			128	256	294	-13%	311	-18%	318	-19%
			1238	2476	1789	38%	1249	98%	997.5	148%
			140.5	281	577	-51%	901.75	-69%	804.75	-65%

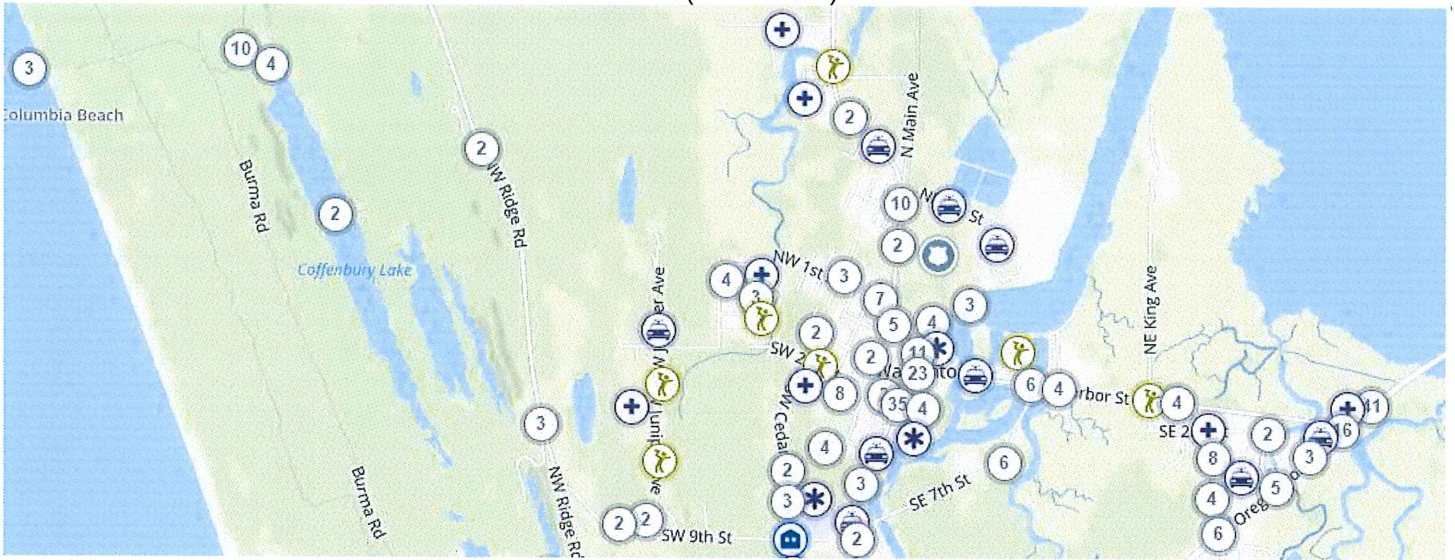
The following is a graphic representation of statistics for May 2017 using our CrimeReports.com membership. If you go to the website you can zoom in on each incident for more details.

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

Incident trends



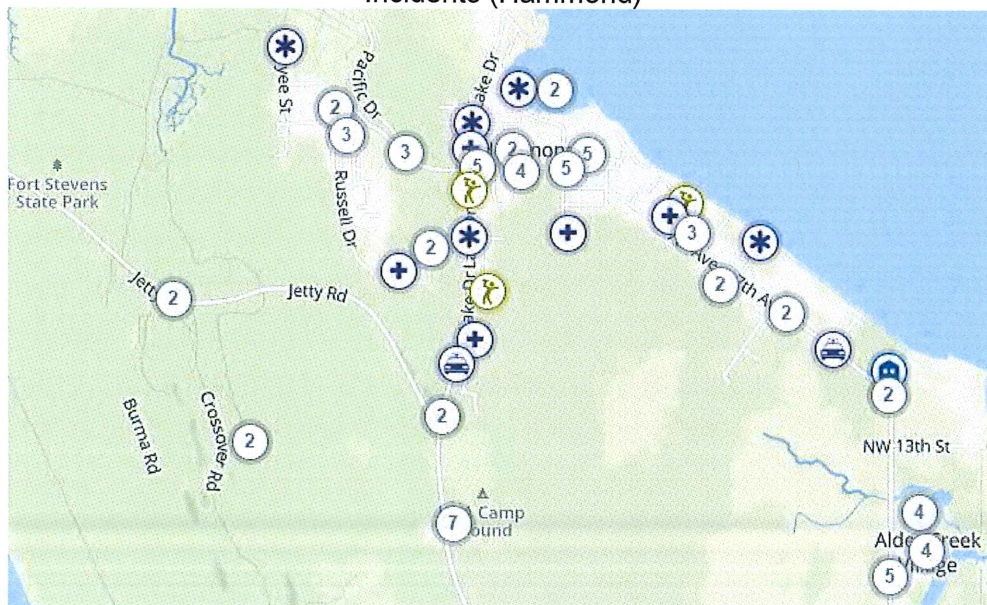
Incidents (Warrenton) #1



Incidents (Warrenton) #2



Incidents (Hammond)



5-C



Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

STAFF REPORT

Date: July 25, 2017
To: The Members of the Warrenton City Commission
 Linda Engbretson, City Manager
From: Tim Demers, Fire Chief
Re: Fire Department Activity Report for **June, 2017**

June, 2017 Emergency Response Activity -

The Warrenton Fire Department responded to 103 emergency calls during the month of June, 2017. The department responded to 79 EMS (emergency medical service) calls, 5 motor vehicle crashes, and 14 service calls. There were 5 reportable fires during the month. Service calls include alarm activations with no fire, false alarms, hazardous conditions, good intent calls, public assists, etc. An average of 6 volunteers responded per call throughout the month. During the month of June, 62.1%, or 64 of the calls were during daytime hours between 6:00 a.m. and 6:00 p.m. The other 39 calls, or 37.9%, were during the night, between the hours of 6:00 p.m. and 6:00 a.m.

June, 2017 Training –

The department held 3 regularly scheduled Wednesday evening training sessions during the month of June, with an average attendance of 18 volunteers per drill. The department offered 2 additional training session during the month of June.

7th EMS – Response procedures, scene safety, triage

Instructor: Chris Peck

EMS – Basic splinting review

Instructor: Capt. Shepherd

Firefighter Association Business Meeting

14th Firefighter I - Fire overhaul procedures, tools, safety

Instructor: Capt. Shepherd

RT 130 Wildland training

Instructor: Scott Watson

21st MAYDAY / RIT drill

Instructor: Capt. Shepherd

28th Firefighter I – Fire overhaul procedures, tools, safety

Instructor: Capt. Shepherd

RT 130 Wildland training

Instructor: Scott Watson

5-D

"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 the Agenda of July 25, 2017
SUBJ: June Permitting Activity

SUMMARY

Building Permits

2 DUPLEXES

17-104SFR	1544 SE HONEYSUCKLE LOOP	SUNRISE HOMES, INC.
17-105SFR	1564 SE HONEYSUCKLE LOOP	SUNRISE HOMES, INC.

Land Use Activities

2 CONDITIONAL USE

CUP-17-2	MARLIN LARSEN	FOUR PLEX IN HAMMOND
CUP-17-3	VERIZON WIRELESS	CELL TOWER LOCATED AT
WARRENTON		HIGH SCHOOL

1 REZONE

RZ-171-	MICHAEL JOHNSON	RGM/R10 TO RM
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RECOMMENDATION/SUGGESTED MOTION

Not applicable

ALTERNATIVE

None recommended

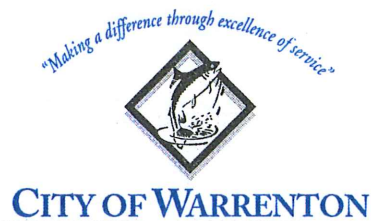
FISCAL IMPACT

None

Approved by City Manager: _____

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

7-A



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: July 25, 2017
SUBJ: Public Hearing – Street Vacation – Kyle and Mary Jo
Jones/Jonathon Brown - A Portion of Undeveloped NW 6th
Street

SUMMARY

The Commission set a Public Hearing on the *Petition to Vacate*, petitioners Kyle and Mary Jo Jones and Jonathon Brown, for a portion of Undeveloped NW 6th Street. A map of the portion of the street to be vacated is attached, as well as staff comments and a copy of the petition. This is a public hearing, and the public should be given the opportunity to speak either in favor or against the proposed vacation.

After conducting the Public Hearing, if the Commission sees no reason not to approve the vacation, the Commission may direct staff to prepare an ordinance to vacate this portion of the Undeveloped NW 6th Street.

RECOMMENDATION/SUGGESTED MOTION

“I move to approve Vacation No. 145, and direct staff to prepare an ordinance for first reading on August 8, 2017, to vacate a portion of undeveloped NW 6th Street.”

ALTERNATIVE

Other action as deemed appropriate by the Commission.

FISCAL IMPACT

Property will go on the County Tax Rolls.

NOTICE OF PUBLIC HEARING
FOR THE VACATION OF A PORTION
OF UNDEVELOPED NW 6TH STREET

Notice is hereby given that the City of Warrenton has received a petition for a street vacation from Kyle & Mary Jo Jones and Jonathon Brown for a portion of undeveloped NW 6th Street between undeveloped NW Elm Ave., and undeveloped NW Date Ct.

A public hearing on this request will be conducted by the Warrenton City Commission at 6:00 p.m. on Tuesday, July 25, 2017, in the Commission Chambers at Warrenton City Hall, 225 S. Main Avenue, Warrenton. Any interested person may appear or present written or oral statements, in favor of, or in opposition to, said vacation. Any written remonstrance filed with the City prior to the time of hearing will be presented to the City Commission for its consideration. For more information, Please call:

Linda Engbretson
City Manager
City of Warrenton
PO Box 250
Warrenton, Oregon 97146
(503) 861-3927

Posted: July 10, 2017

- FIRE DEPARTMENT:

Describe any access issues affected by proposed vacation.

Fire Chief

Date

-PLANNING DEPARTMENT

Possible future needs of this right-of-way.

None apparent

Will the vacation of this right-of-way land-lock any property?

No

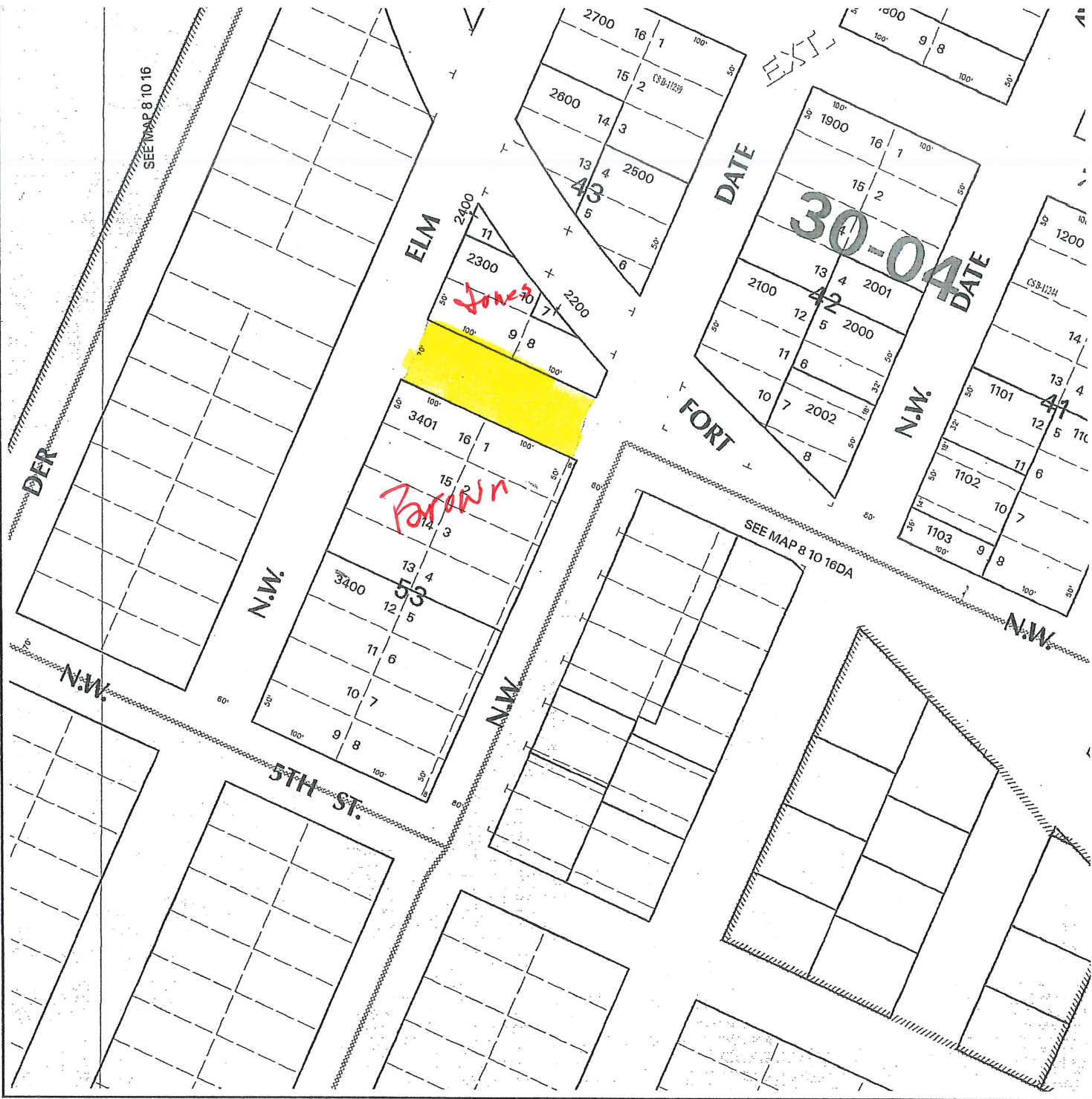
Other Comments:

Planning Director

Date

[Signature]

7/10/17



SEE MAP 8 10 16

SEE MAP 8 10 16

DER

ELM

DATE

FORT

SEE MAP 8 10 16 DA

N.W.

N.W.

N.W.

N.W.

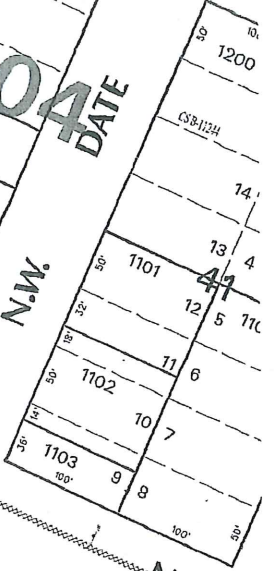
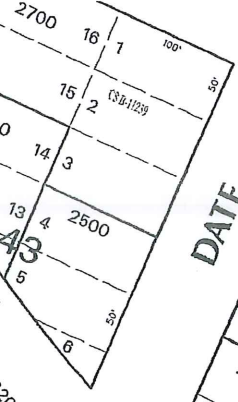
N.W.

5TH ST.

30-04

JAMES

JAMES



Linda Engbretson

From: James Dunn
Sent: Wednesday, July 19, 2017 3:25 PM
To: Linda Engbretson; Tim Demers
Subject: RE: Brown - Street Vacation Undeveloped 6th Street

Linda,

Here are our comments.

There are no public utilities. Potential for future sewer line in the area to accommodate that region which currently does not have sewer service or uses private pumping. Public works is looking into a project to accommodate NW 7th, Warrenton Estates and Warrenton Church of Nazarene.

There is a private water service that goes through the private property to the north which then travels through the right of way and then to the final user to the south (vacation petitioner).

They should establish an easement through the other property owners parcel as well as through the new portion of the property that would be incorporated if the vacation is approved. It's unclear if there is an existing easement for that private service through the right of way.

There is some drainage ditch in the intersection just to the east of the section of right of way to be vacated, vacating this portion of the right of way does not appear to hinder access to that public ditch.

Jim Dunn
City of Warrenton
PW Director
Office (503) 861-0912
jdunn@ci.warrenton.or.us

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From: Linda Engbretson
Sent: Wednesday, July 19, 2017 2:45 PM
To: Tim Demers; James Dunn
Subject: Brown - Street Vacation Undeveloped 6th Street

I don't think I've seen your comments back on this proposed street vacation. The public hearing is on next week's agenda.

Thanks.

Linda Engbretson
City Manager
(503) 861-0823
CITY OF WARRENTON

Linda Engbretson

From: Tim Demers
Sent: Thursday, July 20, 2017 8:26 AM
To: Linda Engbretson
Cc: Tim Demers
Subject: RE: Brown - Street Vacation Undeveloped 6th Street

Hi Linda,

Here are the Fire Departments comments.

I will preface the conversation with the fact that the Fire Department is usually never in favor of vacations. They cause great amounts of access issues later on and create flag lots and other situations that hinder Fire Operations.

There already appears to be a structure located on a part of this vacation request.

The structure to the NW of the property does not appear to have proper fire code access to it. It does not appear that all sides of this structure can be accessed with 150 feet of fire hose. I would suggest that this access be a condition of the vacation.

Thanks,

Tim Demers, Fire Chief
City of Warrenton Fire Department
503.861.2494

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Linda Engbretson
City Manager
(503) 861-0823
CITY OF WARRENTON

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Ann Marie Gramson <annmariegramson@gmail.com>

ENHANCED POSITIVE RESPONSE - 17128401 461 NW WARRENTON DR

1 message

NO_REPLY <EprMailer@utiliquest.com>

Thu, May 25, 2017 at 1:40 PM

To: noreply@utiliquest.com, gilandanngramson@charter.net

DO NOT REPLY TO THE EMAIL

Ticket: 17128401 **Type:** 48 HOUR NOTICE
Due Date: 5/26/2017 9:00:00 AM
Street Addr: 461 NW WARRENTON DR **X-Street:** NW DATE CT
Place: WARRENTON **Lot No:**
State: OR **County:** CLATSOP
Type of Work: NEW CONSTRUCTION
Company: SANDRIDGE CONSTRUCTION
Caller: SANDRIDGE CONSTRUCTION **Phone:** (503)861-1133
Alt Cont: TERRY - CELL **Phone:** (503)791-0494
Fac: **Email:** gilandanngramson@charter.net
Done for: JONATHAN BROWN

The locate request for the following utilities has been updated:

- **Pacific Power & Light (PPL27) No Plant**
- **Northwest Natural Gas (NWN01) Marked**

Click [LINK](#) for the utility locate details. (This link expires on 6/24/2017)

Click [Survey Link](#) Please take our survey after viewing the page.

Utiliquest may update this information as necessary.

DO NOT REPLY TO THE EMAIL

Contact the One Call Center for Changes and/or to add additional information to this Ticket

Ticket information, facility maps, electronic locate manifests and any associated aerial images ("Materials") provided to the excavator via "Enhanced Positive Response" (EPR) are for internal excavator planning and communication purposes only and are not authorized to be redistributed to any third party. The Materials are distributed and transmitted on an "as is" and "as available" basis, without warranties of any kind, either express or implied. They are not to be used to determine where excavation can occur and do not substitute for the physical markings at the excavation site. They are not to be relied upon to determine whether or where facilities exist at the excavation site. Excavators are required to comply with the applicable Underground Facilities Damage Prevention laws in the area where the work was performed.



Ann Marie Gramson <annmariegramson@gmail.com>

Ticket 17128401 - Message from CenturyLink

1 message

cl_irth_comm@irth.com <cl_irth_comm@irth.com>
To: gilandanngramson@charter.net

Thu, May 25, 2017 at 3:25 PM

=====
To: SANDRIDGE CONSTRUCTION Attn: TERRY FERGUSON
Voice: [5038611133](tel:5038611133) Fax:
Re: Message from CenturyLink

Message from CenturyLink

This is an important message from CenturyLink replying to your request to locate our underground facilities in an area described on the one call center ticket. If you have any questions please call CenturyLink at [1-800-283-4237](tel:1-800-283-4237)

=====
Ticket: 17128401
County: CLATSOP Place: WARRENTON
Address: 461 NW WARRENTON DR

QLNOR04:

The described dig area of your locate request has been marked. CenturyLink Local Network facilities are present in the dig area. If you have any questions, please call CenturyLink at [800-283-4237](tel:800-283-4237) for former Qwest areas and [855-742-6062](tel:855-742-6062) for CenturyLink.

=====
Message from CenturyLink
=====

This message was generated by an automated system. Please do not reply to this email.

RECEIVED
JUN 09 2017
BY: *Julie*
CITY OF WARRENTON



Ann Marie Gramson <annmariegramson@gmail.com>

Ticket: 17128401

1 message

or@occinc.com <or@occinc.com>
To: gilandanngramson@charter.net

Wed, May 24, 2017 at 8:59 AM

OREGON UTILITY NOTIFICATION CENTER

DO NOT REPLY TO THIS EMAIL

Oregon Ticket No:	17128401	48 HOUR NOTICE		
Transmit Date:	5/24/17	Time:	8:59 AM	
Original Call Date:	5/24/17	Time:	8:51 AM	Type: CALL
Work to Begin Date:	5/26/17	Time:	9:00 AM	

Caller Information

Company:	SANDRIDGE CONSTRUCTION	Type:	CONTRACTOR
Contact Name:	TERRY FERGUSON	Phone:	(503) 861-1133
Alt. Contact:	TERRY - CELL	Phone:	(503) 791-0494
Best Time:		Fax:	
Address:	15 NW 17TH PL; WARRENTON, OR 97146		
Caller Email:	gilandanngramson@charter.net		

Dig Site Information

Type of Work: NEW CONSTRUCTION
Work Being Done For: JONATHAN BROWN

Dig Site Location

County:	CLATSOP	State:	OR
Place:	WARRENTON		
Address / Street:	461 NW WARRENTON DR		
Nearest Intersection:	NW DATE CT		

Location of Work:

EXCAVATION SITE IS ON THE W SIDE OF THE ROAD. MARK 270FT ALONG NW WARRENTON DRIVE FROM THE INTER

Remarks:

Map Twp: 8N **Rng:** 10W **Sect-Qtr:** 16-SW-SE-NE
Excavation Coordinates for # Polygons: 1
Poly 1: NW Lat: 46.1767000 **Lon:** -123.9298802 **SE Lat:** 46.1747508 **Lon:** -123.9273483

Members Notified

District	Company	Marking Concerns	Customer Service	Repair
CHTOR05	CHARTER COMMUNICATIONS	(800)778-9140	(855)248-7822	(855)248-7822

CLATSOP COUNTY WEBMAPS
Real Property Map Summary for the
Current Tax Year

Reports:[Current Tax Statement for Account 29749](#)[Annual Appraisal Report for Account 29749](#)[Payment and Appeal Instructions](#)**Account Info:**

Taxlot Key:	81016AD03401	Property Class:	101
Account Number:	29749	Structure Class:	140
Real Market Value:	292184	Neighborhood:	H
Assessed Value:	227452	Maintenance Area:	5
Primary Situs:	461 NW Warrenton Dr Warrenton		
Tax Map PDF:	Click to View Image		

Owner Info:

Owners:	Brown Jonathon W Brown Laura L
Agents:	
PO Box:	15
Mailing Address:	Hammond, OR 97121-0015

Land Size Info:

Account Num:	Taxcode:	Acres:
29749	3004	0.96

Property Info:

Account Num:	Year Built:	Num Stories:	Sq Ft:	Num Bathrooms:	Num Bedrooms:	Property Diagram:
29749	1965	1	2244 2		3	Click to View Image

Recent Transactions:

Account Num:	Sales Code:	Instrument Num:	Sale Date:	Sale Price:
29749	30	201206097	07/30/2012	314500

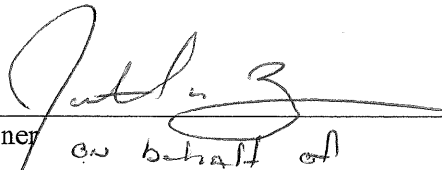
Special Interest Info:

Account Num:	Spec Int Type:	Spec Int Num:
29749		

STREET VACATION PETITION
City of Warrenton

Fee: \$600.00

<u>Petitioner</u>	<u>Petitioner's Representative</u>
Name: Kyle + Mary Jo Jones	Name: Jonathan Brown
Mailing Address: 616 SW Colfax Ln. Madras, OR 97741	Mailing Address: PO Box 15 Hammond
Phone Number: (541) 475-3321	Phone Number: (503) 791-1895
Email Address: mj.jones@crestvoicescable.com	Email Address: jonbrown321@charter.net
1. A description of the right-of-way area to be vacated. (Don't forget to include a map highlighting the area. A survey or professionally developed legal description is required). Undeveloped portion of N.W. 6 th Street between undeveloped N.W. Elm Ave + undeveloped N.W. Dale Ct.	
2. Reason for the Vacation Request. (Advise if any buildings/structures will be in the area to be vacated). To increase set back from NW Warrenton Dr. for potential construction of home	
Note: If additional room is necessary, please attach extra pages.	
3. Required affidavits. a. 100% of abutting property owners. b. Two-thirds in area of real property affected by proposal. Refer to <i>ORS Chapter 271</i> (attached). c. List of all abutting and affected property owners, mailing addresses, and corresponding square footage of property owned.	


Petitioner *on behalf of*
Kyle + Mary Jo Jones

3/22/17
Date

Return To:	City of Warrenton P.O. Box 250 225 S. Main Street Warrenton, OR 97146
For Questions – Contact:	Linda Engbretson, City Recorder Phone: 503/ 861-0823 Email: cityrecorder@ci.warrenton.or.us

RIGHT OF WAY VACATION
Street Vacation Check List

DISCLAIMER: Completion of this application does not constitute approval of the street vacation. The ultimate decision will be made by the Warrenton City Commission.

To help facilitate the street vacation process, you must complete the steps below in the order presented.

- I have read the "Vacating A Street" brochure.
- I have called and spoken to _____ at Clatsop County's Cartography Department (503/ 325-8522) to see who will own the right-of-way area after the vacation is completed. (In most cases the vacated area is split down the middle and reverts back to the adjacent property owner.) **Please list who receives property:** 1/2 to Kyle + Mary Jo Jones. 1/2 to Jonathan + Laura Brown

- I have talked with all owners of the properties that abut all sides and corners of the portion of right-of-way to be vacated and they will support the vacation request (**objecting property owners will complicate or stop the process**).
- I have contacted private utilities to determine if the companies will support the vacation, with or without special conditions. To ensure that you have a complete understanding of affected utilities, a utility locate should be requested by calling: 800/ 332-2344.

SIGN TO CONFIRM:

I have completed all of the above _____
Signature Date 3-22-2017

After you have done all of the above and it appears that a right-of-way vacation may be feasible, a written right-of-way vacation petition (attached) and a Six Hundred Dollar (\$600.00) application fee is required. If multiple streets are involved, or it affects multiple lots, a land use review by the Planning Department and Planning Commission is required. The petition fee is Eight Hundred Dollars (\$800) when it's required to go before the Planning Commission.

Upon receipt of this checklist, the petition, the required fee and all necessary signatures, (see ORS 271.080 – attached), the City Recorder shall review the petition. If petition is deemed incomplete, it will be returned to the petitioner for additional signatures or other required information. If required percentages of consent is confirmed, the matter will be placed on the City Commission's Agenda to consider setting a public hearing or referred to the Planning Commission, if required. Please allow four weeks for the review of the petition.



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[Overview map](#)

[Legend](#)

[Lists](#)

[Print](#)

[Helpful Tips](#)

[Disclaimer](#)

Received 3/22/17
JME

AFFIDAVIT

STATE OF OREGON)
COUNTY OF CLATSOP)

Warrenton Church of Nazarene

being the owners of the following real property: 525 N.W Warrenton Drive

as a basis of the petition from Kyle and Mary Jo Jones

do hereby consent to the vacation of a portion of N.W 6th street
between N.W Elm Ave and N.W Date Court

as described:

plotted but undeveloped street right away.

Signature: [Signature] Date: 1/19/2017

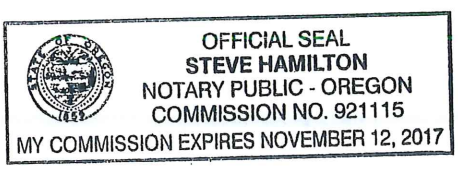
Signature: [Signature] Date: 01/19/2017

On this 19 day of January, 2017, personally appeared before me, a
notary public in and for the State of Oregon, the within named Stan Reeder

Chris May acknowledged the following instrument to be 4
voluntary act and deed.

[Signature]
Notary Public for Oregon

My commission expires: 11-12-2017



AFFIDAVIT

STATE OF OREGON)
COUNTY OF CLATSOP)

Warrenton Church of Nazarene

being the owners of the following real property: 525 N.W Warrenton Drive

as a basis of the petition from Kyle and Mary Jo Jones

do hereby consent to the vacation of a portion of N.W 6th street
between N.W Elm Ave and N.W Date Court

as described:

plotted but undeveloped street right away.

Signature: [Signature] Date: 1/19/2017

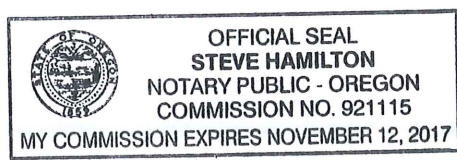
Signature: [Signature] Date: 01/19/2017

On this 19 day of January, 2017, personally appeared before me, a notary public in and for the State of Oregon, the within named Sten Reeder

i. Chris May acknowledged the following instrument to be 4 voluntary act and deed.

[Signature]
Notary Public for Oregon

My commission expires: 11-12-2017



BA

NO PART

ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM

BY ANY ELECTRONIC OR MECHANICAL MEANS.



LIMITED POWER OF ATTORNEY

Kyle A. Jones

Mary Jo Jones

To

Jonathon W. Brown

SPACE RESERVED FOR RECORDER'S USE

After recording, return to (Name and Address):

I, Kyle A. Jones and Mary Jo Jones hereby appoint Jonathon W. Brown

as my true and lawful attorney in fact ("my attorney"), to act in my name, and for my support and benefit, for the following specific purpose(s) and no other:

Act on our behalf and represent us before the city commission of the City of Warrenton, Oregon and sign any and all necessary documents regarding the vacation of N.W. 6th Street (aka Monroe Avenue) which abuts our property.

I hereby give to my attorney full power and authority to do each and every act and thing as specified herein, as fully as I might or could do if personally present, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue hereof.

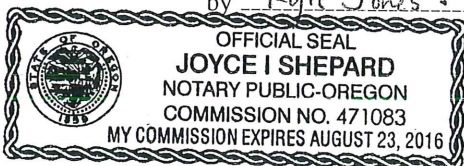
My attorney and all persons who rely in good faith on my attorney's actions under this power of attorney may assume that this power has not been revoked until my attorney has received actual notice either of such revocation or of my death; however, this power of attorney shall terminate immediately upon completion of the purpose stated above.

In construing this instrument, where the context so requires, the singular includes the plural.

I have signed this instrument on December 27, 2015

Handwritten signatures of Kyle A. Jones and Mary Jo Jones

STATE OF OREGON, County of Clatsop) ss. This instrument was acknowledged before me on December 27, 2015 by Kyle Jones + Mary Jo Jones



Handwritten signature of Joyce I Shepard, Notary Public for Oregon, My commission expires August 23, 2016

AFFIDAVIT

STATE OF OREGON)
COUNTY OF CLATSOP)

Elyse D. Campbell

being the owners of the following real property: _____

436 N.W Warrenton Drive Warrenton, Or 97146

as a basis of the petition from Kyle and Mary Jo Jones

do hereby consent to the vacation of a portion of N.W 6th Street
between N.W Elm Ave and N.W Date Court

as described:

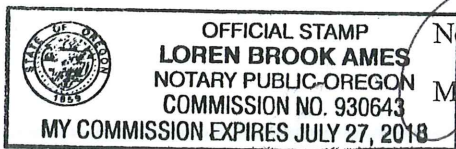
plotted but undeveloped street right away.

Signature: Elyse D. Campbell Date: 12-21-16

Signature: _____ Date: _____

On this 21st day of December, 2016, personally appeared before me, a
notary public in and for the State of Oregon, the within named Elyse D. Campbell
_____ acknowledged the following instrument to be _____

voluntary act and deed.



[Signature]
Notary Public for Oregon
My commission expires: 07/27/2018

AFFIDAVIT

STATE OF OREGON)
COUNTY OF CLATSOP)

Elyse D. Campbell

being the owners of the following real property: _____

436 N.W. Warrenton Drive Warrenton, Or 97146

as a basis of the petition from Kyle and Mary Jo Jones

do hereby consent to the vacation of a portion of N.W. 6th Street
between N.W. Elm Ave and N.W. Date Court

as described:

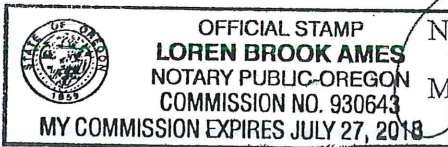
plotted but undeveloped street right away.

Signature: Elyse D. Campbell Date: 12-21-16

Signature: _____ Date: _____

On this 21st day of December, 2016, personally appeared before me, a
notary public in and for the State of Oregon, the within named Elyse D. Campbell

_____ acknowledged the following instrument to be _____
voluntary act and deed.



[Signature]
Notary Public for Oregon
My commission expires: 07/27/2018



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Tesny - 503-791-0494

461 NW Warrenton Dr.

(Thorton)



[a](#) [Advanced search](#) [Overview map](#) [Legend](#) [Lists](#) [Print](#) [Helpful Tips](#) [Disclaimer](#)

Terry - 503-791-0494

461 NW Warrenton Dr.

(Thorton)



**T8N R10W SEC 16AD WM
CLATSOP COUNTY**

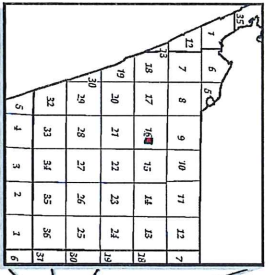
Scale 1:1200



Cancelled
Accounts:
2500
3000
3400
3800



This map was prepared by the Clatsop County Assessor's Office. It is subject to change without notice. The Assessor's Office is not responsible for errors or omissions. The Assessor's Office is not a professional surveying firm. The Assessor's Office is not a professional engineering firm. The Assessor's Office is not a professional architectural firm. The Assessor's Office is not a professional landscape architect firm. The Assessor's Office is not a professional interior design firm. The Assessor's Office is not a professional real estate broker firm. The Assessor's Office is not a professional real estate agent firm. The Assessor's Office is not a professional real estate developer firm. The Assessor's Office is not a professional real estate investor firm. The Assessor's Office is not a professional real estate entrepreneur firm. The Assessor's Office is not a professional real estate mogul firm. The Assessor's Office is not a professional real estate tycoon firm. The Assessor's Office is not a professional real estate baron firm. The Assessor's Office is not a professional real estate magnate firm. The Assessor's Office is not a professional real estate prince firm. The Assessor's Office is not a professional real estate princess firm. The Assessor's Office is not a professional real estate queen firm. The Assessor's Office is not a professional real estate king firm. The Assessor's Office is not a professional real estate emperor firm. The Assessor's Office is not a professional real estate empress firm. The Assessor's Office is not a professional real estate overlord firm. The Assessor's Office is not a professional real estate overlordess firm. The Assessor's Office is not a professional real estate overlordess firm. The Assessor's Office is not a professional real estate overlordess firm.



October 07, 2015

8.10.16AD

CLATSOP COUNTY WEBMAPS
Real Property Map Summary for the
Current Tax Year

Reports:[Current Tax Statement for Account 29749](#)[Annual Appraisal Report for Account 29749](#)[Payment and Appeal Instructions](#)**Account Info:**

Taxlot Key:	81016AD03401	Property Class:	101
Account Number:	29749	Structure Class:	140
Real Market Value:	292184	Neighborhood:	H
Assessed Value:	227452	Maintenance Area:	5
Primary Situs:	461 NW Warrenton Dr Warrenton		
Tax Map PDF:	Click to View Image		

Owner Info:

Owners:	Brown Jonathon W Brown Laura L
Agents:	
PO Box:	15
Mailing Address:	Hammond, OR 97121-0015

Land Size Info:

Account Num:	Taxcode:	Acres:
29749	3004	0.96

Property Info:

Account Num:	Year Built:	Num Stories:	Sq Ft:	Num Bathrooms:	Num Bedrooms:	Property Diagram:
29749	1965	1	2244	2	3	Click to View Image

Recent Transactions:

Account Num:	Sales Code:	Instrument Num:	Sale Date:	Sale Price:
29749	30	201206097	07/30/2012	314500

Special Interest Info:

Account Num:	Spec Int Type:	Spec Int Num:
29749		


7-B

"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 the Agenda of July 25, 2017
SUBJ: Johnson Rezone RZ 17-1, 2nd Reading of Ordinance No. 1212-A

SUMMARY

After a public hearing at its July 11th meeting, the City Commission took action to approve the first reading of Ordinance No. 1212-A effecting the map change to rezone 1.9 acres from Residential Growth Management/Intermediate Density Residential to Medium Density Residential as applied for by Michael Johnson. The subject property is located on SW Juniper Avenue just south of the intersection with SW Kalmia Avenue. City Charter Chapter VIII Section 34 requires two readings of an ordinance before its final passage.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the Commission conduct the second reading of, and then adopt the ordinance effecting the Johnson zoning map amendment.

Suggested motion 1: I move to conduct the second reading by title only of Ordinance No. 1212-A approving application RZ 17-1 to rezone Tax Lot 81020D000100 from Residential Growth Management/Intermediate Density to Medium Density Residential.

Suggested motion 2: I move to adopt Ordinance No. 1212-A.

ALTERNATIVE

None recommended

FISCAL IMPACT

None

Approved by City Manager:



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

ORDINANCE No. 1212-A

Introduced by All Commissioners

An ordinance amending the City of Warrenton Zoning map to reclassify the zoning of Tax Lot 81020D000100 from Residential Growth Management/Intermediate Density Residential to Medium Density Residential, and adopting the findings and conclusions of the June 1, 2017 Johnson rezone staff report to the Planning Commission.

WHREAS, application RZ 17-1 was submitted by Michael Johnson to reclassify the zoning of Tax Lot 81020D000100 from Rural Growth Management/Intermediate Density Residential to Medium Density Residential to be consistent with adjacent properties to the north; and

WHEREAS, after the Planning Commission conducted a public hearing on the proposal on June 8, 2017 and, based on the findings and conclusions of the June 1, 2017 staff report, forwarded a recommendation of approval to the City Commission; and

WHEREAS, after the City Commission conducted a public hearing on July 11, 2017, it has determined to adopt the findings and conclusions established by the Planning Commission and approve the rezone application.

NOW, THEREFORE, the City of Warrenton ordains as follows:

Section 1. The City Zoning Designation Map is amended as to reflect the rezone of the tax lot herein described, based on the findings and conclusions referenced above.

Section 2. This ordinance shall become final 30 days after its second reading and adoption.

First Reading: July 11, 2017
Second Reading: July 25, 2017

ADOPTED by the City Commission of the City of Warrenton, Oregon this 25th day of July, 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 Warrenton City Commission
FROM: Skip Urling, Community Development Director 
DATE: For Agenda of July 25, 2017
SUBJ: Resolution Clarifying Requirements for Neighborhood Parks in Proposed Subdivisions

SUMMARY

WMC 16.216.020 General Requirements for applications for subdividing property includes criteria and thresholds for when developers must include land for and include development of a neighborhood park in their proposals. Staff has found the language of subparagraph I. to be vague and ambiguous in applying those thresholds. Recently, the Mayor asked that we generate a mechanism to rectify the situation.

The attached resolution is intended to provide City Commission policy interpretation and guidance on the two criteria in question. It provides an explicit method of measuring the proximity from the development to an off-site park thus clarifying the one-mile radius threshold. It also spells out the timing for developing a required park in the cases of phased subdivisions. City Commission action on this resolution clarifying code standards is designed as a temporary measure to establish the elected body's code interpretation should there be an appeal of a land use action.

RECOMMENDATION/SUGGESTED MOTION

I move to approve Resolution No. 2499 clarifying the standards and criteria for requiring neighborhood parks associated with applications for preliminary plats and subdivisions.

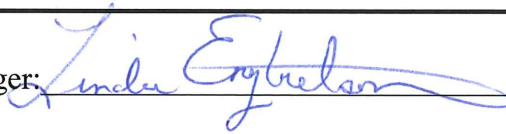
ALTERNATIVE

None recommended

FISCAL IMPACT

None.

Approved by City Manager:

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

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

RESOLUTION No. 2499

**A RESOLUTION CLARIFYING THE STANDARDS AND CRITERIA FOR REQUIRING
NEIGHBORHOOD PARKS ASSOCIATED WITH APPLICATIONS FOR PRELIMINARY
PLATS AND SUBDIVISIONS**

WHEREAS, Warrenton Comprehensive Plan Policy 7.330(1) calls for increasing recreational opportunities in the city; and

WHEREAS, Warrenton Comprehensive Plan Policy 7.330(6) calls for thought to be given to requiring new residential subdivisions to dedicate land for parks, pay fees in lieu of giving land or establishing privately owned and maintained recreational facilities; and

WHEREAS, the Warrenton Parks Master Plan Community Vision states “We envision a parks system that enhances the livability of Warrenton while building our community’s health, wellness, and quality of life. Our parks system will promote social, cultural and historical activities while providing a natural environment for the enjoyment of all residents and visitors. The city of Warrenton recognizes the boost in human and social capital parks improvement and maintenance projects will provide its residents;” and

WHEREAS, these policies and vision are partially implemented by the general requirements of the Land Divisions and Lot Line Adjustments chapter of the city’s development code, specifically Warrenton Municipal Code 16.216.020.I which requires neighborhood parks be included in an easily accessible location within proposed subdivisions exceeding 50 lots “and is more than one mile of an existing park...” which is ambiguous in the manner of measuring that distance; and

WHEREAS, WMC 16.216.020.I is silent of the timing of such park development in subdivisions with multiple phases.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF WARRENTON, OREGON, AS FOLLOWS:

Section 1. Henceforth, the method of determining the proximity of a proposed subdivision to an existing park relative to WMC 16.216.020.I shall be from the approximate center of the proposed development by the shortest route to the edge of the existing park using an established or proposed street, road or pedestrian path.

Section 2. For subdivision applications that planned to be completed in phases, when the threshold for providing a neighborhood park is met, development of said park shall be

completed prior to the recordation the final plat of the second phase. Any additional required park development shall be completed prior to the recordation of the final plat of the last phase.

Passed by the City Commission and signed by me in authentication of its passage this _____ day of _____, 2017.

APPROVED:

Henry Balensifer, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder



**CITY OF WARRENTON
PUBLIC WORKS**

Agenda Item 7-D

Agenda Item Memorandum

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

From: Jim Dunn, Public Works Director

Date: July 25, 2017

Subj: Water Main Easements for SeaBreeze to Manion Water Main

Summary:

Public Works requires easements for an existing water main connecting the SeaBreeze and Manion watermains. Due to an oversight in the approval of the Surf Pines Water System, an easement was not provided for this water main.

The City has made an agreement with Jason Tompkins and his wife Tawnya to provide a 5' easement on the north boundary of their lot at 89830 Manion Dr. A copy of the proposed easement and survey are attached. The consideration for the easement conveyance includes waiving a ¾" water service connection and \$2,500.00.

Recommendation

Staff recommends the following motions;

"I move to approve the adoption of the easement for an existing water main connecting SeaBreeze and Manion watermains."

Alternative

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

Fiscal Impact

The \$2,500.00 consideration for this easement conveyance will be from the 2017-18 Water Enterprise Fund (025-430-371000).

Approved by City Manager: 

EASEMENT GRANT
JASON M. TOMPKINS & TAWNYA E. TOMPKINS, Grantors

CITY OF WARRENTON, an Oregon Municipal Corporation, Grantee
P.O. Box 250, Warrenton, Oregon 97146

After recording return to:
City of Warrenton
P.O. Box 250
Warrenton, OR 97146
Tax Statements: Unchanged

EASEMENT GRANT

EASEMENT, made and entered into this _____ day of _____ 2017, wherein JASON M. TOMPKINS & TAWNYA E. TOMPKINS, husband and wife, Grantors herewith convey and warrant to the CITY OF WARRENTON, an Oregon Municipal Corporation, Grantee, its successors and assigns, a perpetual easement for the purposes of maintaining and repairing waterline utilities over, under, through and across, the property described on the attached Exhibit A. The consideration for this conveyance in terms of dollars is \$2,500 and other good and valuable consideration, including the waiving of connection fee. Tax Account 1002 71021AB 01700 #17368. Situs: Vacant Land, Sea Breeze Lane, Seaside, Oregon 97138.

The Easement specifically includes the right of maintenance and repair of utilities and connection of the same to the City of Warrenton utility systems and the right of entry for all purposes of ingress and egress consistent therewith.

Grantee's rights hereunder shall not lapse in the event of Grantee's failure to use the easement on a continuous basis, but may only be extinguished by formal action of termination by Grantee's governing body.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated: _____, 2017

JASON M. TOMPKINS

TAWNYA E. TOMPKINS

STATE OF OREGON)
County of Clatsop)ss.

This instrument was acknowledged before me on _____, 2017, by JASON M. TOMPKINS & TAWNYA E. TOMPKINS.

Before me: _____
Notary Public for Oregon

Dated: _____, 2017

The CITY OF WARRENTON by the filing, recording and execution below of this Easement acknowledges the acceptance of this conveyance.

CITY OF WARRENTON,
A Municipal Corporation of the State of Oregon

By: _____

Henry Balensifer, Mayor

ATTEST:

Linda Engbretson
City Manager

STATE OF OREGON)
) ss.
County of Clatsop)

On this ____ day of _____ 2017, personally appeared Henry Balensifer and Linda Engbretson, who, each being first duly sworn, did say that he, Henry Balensifer, is the Mayor of the CITY OF WARRENTON, and that she, Linda Engbretson, is the City Manager of the CITY OF WARRENTON, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its City Council and they acknowledged said instrument to be its voluntary act and deed.

Before me: _____
Notary Public for Oregon

EXHIBIT A

JULY 25, 2017

LEGAL DESCRIPTION OF 5' WIDE EASEMENT FOR WATERLINE, AND MAINTENANCE

LOCATED ALONG THE NORTHERLY BOUNDARY OF INSTRUMENT# 201510081 CLATSOP COUNTY DEED RECORDS; SITUATED WITHIN THE NE X, SECTION 21, T 7 N, R 10 W, W.M., CLATSOP COUNTY, OREGON. THE EXTERIOR BOUNDARY OF THE 5' WIDE EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT A 3 1/4" DIAMETER ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR" MONUMENTING THE NORTHWEST CORNER OF THE JEWETT D.L.C.# 40, CLATSOP COUNTY, OREGON; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, A DISTANCE OF 230.20 FEET TO A 5/8" COPPER ROD MONUMENTING A POINT ON THE CENTERLINE OF MANION DRIVE; THENCE SOUTH 04 DEGREES 26 MINUTES 43 SECONDS EAST, A DISTANCE OF 448.84 FEET TO THE NORTHEAST CORNER OF INSTRUMENT# 201510081 CLATSOP COUNTY DEED RECORDS, MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", SAID POINT BEING THE "TRUE POINT OF BEGINNING" OF THE SUBJECT WATERLINE EASEMENT DESCRIPTION; THENCE SOUTH 08 DEGREES 27 MINUTES 20 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF MANION DRIVE, A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT ON EASTERLY RIGHT OF WAY LINE OF SEA BREEZE DRIVE; THENCE NORTH 08 DEGREES 28 MINUTES 26 SECONDS WEST, A DISTANCE OF 5.00' TO THE NORTHWEST CORNER OF INSTRUMENT# 201510081 CLATSOP COUNTY DEED RECORDS, MONUMENTED BY A 5/8 INCH REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE NORTH 83 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE "TRUE POINT OF BEGINNING".

THE AREA COVERED BY THE SUBJECT EASEMENT IS 500 SQUARE FEET. THE EASEMENT ENCUMBERS PROPERTY AT 89830 MANION

DRIVE, WARRENTON, OREGON 97146, AND BENEFITS THE CITY OF WARRENTON
WATER DEPARTMENT.

(SEE SURVEY DATED FEBRUARY 6, 2016; AND CCSR MAP 8-
10507 FOR BASIS OF BEARINGS)

"Making a difference through excellence of service"



CITY OF WARRENTON

Agenda Item 7-E
PUBLIC WORKS

Agenda Item
Memorandum

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

From: Jim Dunn, Public Works Director

Date: July 25, 2017

Subj: Meter Replacement Project Consulting Services

Summary:

On October 11, 2016 the Commission authorized staff to apply for funding for a water meter replacement project. An application was submitted to the Oregon Infrastructure Finance Authority of the Business Development Department ("the IFA") to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund. On February 28, 2017 the Commission approved Resolution 2487 authorizing the City to enter into a financing contract with IFA to fund the project. Now Public Works is requesting approval to enter into a contract for professional services with Gray & Osborne, Inc. for the project management portion of the project.

Recommendation

Staff recommends the following motions;

"I move to approve the Gray & Osborne, Inc. Consultants proposal for the meter replacement project in the amount of \$62,076."

Alternative

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

Fiscal Impact

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

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract made and entered into this _____ day of July, 2017, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Gray and Osborne, Inc., 8512 NE Hazel Dell Avenue, Suite 202, Vancouver, WA 98665, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES:

- A. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project. See Attachment Exhibits A and B Proposal Dated July 14, 2017 for Water Meter Replacement Engineering and Construction Administration Services

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$62,076.00 for performance of services described in Attachment Exhibit A and B for the 2017-18 fiscal year;

B. The CONSULTANT will submit a final invoice referencing 025 430 371004 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be _____.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT

and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

15. INSURANCE

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

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

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

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

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

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

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND,

LIENS AND WITHHOLDING TAXES ORS 279B.220

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

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

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

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: _____
Henry Balensifer, Mayor Date

By: _____
Date

ATTEST: _____
Dawne Shawe, Deputy City Recorder

Printed Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK CITY
OF WARRENTON
WATER METER REPLACEMENT
ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES

BACKGROUND

The City of Warrenton, Oregon, (City) intends to replace water service meters based on its inventory of prepurchased water meters identified below:

- 2118 – (5/8" x 3/4") Master Meter BLMJ meter lead-free body with plastic bottom with Allegro register-under the glass (gallons)
- 77 – (1-inch) Master Meter BLMJ meter lead-free body with plastic bottom with Allegro register-under the glass (gallons)

The City anticipates having the installation work begin in late 2017 and completed by early 2018.

Work only includes meter replacement and incidental replacement of meter boxes where meter boxes are damaged and no longer function to properly house and protect the meter.

The contractor will be required to document each meter replacement with a City-furnished form.

The City anticipates that the majority of the work will be in the right-of-way and if access to private property is required, the City will assist when needed and the contractor will obtain appropriate releases if needed. No permits or additional rights-of-way will be required for the contractor to perform the work.

The contractor will be provided GIS-based addresses for all meters to be replaced in an electronic file prepared by Gray & Osborne using data provided by the City.

The contractor will be responsible for coordinating and performing all work once work begins and will only notify the City as needed to assist with resolving unusual customer concerns or locating hard-to-access to meters.

Gray & Osborne will work with a representative for Oregon Business in the development of the construction contract and administration of the construction contract.

The cost proposal for these services is attached as Exhibit B.

The scope and fee are based on an estimated 8 weeks of construction (40 working days) plus 3 additional days for a preconstruction meeting, and 2 follow-up inspection days (43 days total for field inspector). This assumes the contractor can install a minimum of 55 meters per day. The installation construction contract will stipulate that the contractor has 8 weeks to complete all work. If unforeseen conditions require additional time for meter installation, Gray & Osborne will consult with the City to develop a plan to provide additional field work and inspection if required.

SCOPE

Gray & Osborne would provide the following engineering services:

1. Develop construction contract documents:
 - a. Prepare an invitation to bid (IFB) that conforms to City of Warrenton and Business Oregon contracting standards and includes:
 - Contract,
 - Instructions to Bidders,
 - Bid Proposal,
 - Bond and Insurance Requirements,
 - General Conditions/Special Conditions,
 - Prevailing Wages,
 - Drawings showing locations of meters to be replaced,
 - Standard Meter Installation Details,
 - Technical Specifications to include:
 - New meters and registers,
 - Meter boxes (where replacement is needed), and
 - Site restoration if needed.
 - b. One day of field review of the meter reading routes and inspection of a representative number of meters that will be replaced with City staff assistance.
2. Quality assurance/quality control reviews at the 15 and 90 percent phases of RFP development.
3. One meeting with the City to kick off the construction contract development and a second meeting to review the construction documents prior to finalizing and going to bid.

4. Bid and award services to include:
 - Responding to contractors' requests for information (RFIs),
 - Preparing and issuing addenda to the IFB, and
 - Assisting the City with evaluating proposals prior to award.

5. Construction administration during meter installation to include:
 - Preconstruction conference,
 - Review and approval of submittals,
 - Respond to contractor RFIs and assist with resolution of construction issues,
 - Weekly construction meetings,
 - Process progress estimates,
 - Prepare project progress reports as required by the City and funding agency, and
 - Prepare contract closeout documentation.

6. Provide part-time construction inspection as follows:
 - Provide half-day inspections when contractor is on site, and
 - Prepare inspection reports for each day of inspection.

DELIVERABLES

Deliverables include the following:

- Draft and final construction documents,
- Construction cost estimate,
- Written RFI responses during bidding,
- Written comments summarizing evaluation of bids and a letter of recommendation for construction contract award,
- Technical submittal review comments,
- Written RFI responses during meter installation,
- Facilitate and document preconstruction and construction meetings,
- Daily inspection reports,

- Progress estimates,
- Project progress reports as required by the City or Business Oregon, and
- Contract closeout documentation.

ASSUMPTIONS

The City of Warrenton will provide the following:

- Meters for replacement,
- GIS-based addresses of all meters to be replaced,
- GIS-based meter reading route maps,
- Estimates of numbers of broken meter boxes,
- Staff to assist with the 1-day field visit, and
- Representative to attend preconstruction and construction meetings.

Business Oregon will provide the following:

- Instructions on preparing construction documents to comply with funding agency requirements,
- Instructions on construction administration requirements,
- Reviews and comments on construction documents,
- Representative to attend preconstruction conference and other meetings as needed, and
- Review of construction contract closeout documentation.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Warrenton - Water Meter Replacement Engineering and Construction Administration Services

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Field Inspector Hours
1 Develop Construction Contract Documents		16	56	
2 Quality Assurance/Quality Control Reviews	4	4	4	
3 Two Meetings with City Prior to Start of Construction		6		
4 Bid and Award Services		12	12	
5 Construction Administration During Meter Installation		96		
6 Part-Time Inspection (43 working days assumes 55 meters/day)				300
Hour Estimate:	4	134	72	300
Estimated Fully Burdened Rate	\$160	\$164	\$90	\$90
Direct Labor Cost	\$640	\$21,976	\$6,480	\$27,000

Subtotal Direct Labor: \$ 56,096

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate)

\$ 5,980

TOTAL ESTIMATED COST:

\$ 62,076

7-F

"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 27, 2017
SUBJ: Water Rates

SUMMARY

The City Commission approved water rate increases effective July 1, 2017. It has come to staff's attention that a housekeeping error has occurred, in that the Exhibit B that was attached to the resolution is not the most recent exhibit. A new Exhibit B was adopted in 2012 but was not included on adopted water rate resolutions moving forward from that date. The attached resolution repeals Exhibit B adopted by Resolution No. 2490 which was adopted June 27, 2017, and replaces it with Exhibit B adopted in 2012. There are no changes to Installation or Administration fees. The difference between the two exhibits is that the 2012 edition adds service call, late charges, meter removal, and fees association with temporary vacancy/vacation "shut offs" as discussed and approved by the Commission in 2012. This is housekeeping, and does not require two readings.

RECOMMENDATION/SUGGESTED MOTION

" I move to adopt Resolution No. 2500; Amending Resolution No. 2490, Exhibit B, City of Warrenton Water Department Installation and Administrative Fees.

ALTERNATIVE

None Recommended

FISCAL IMPACT

No impact

RESOLUTION NO. 2500

Introduced by All Commissioners

AMENDING RESOLUTION NO. 2490, EXHIBIT B,
CITY OF WARRENTON WATER DEPT. INSTALLATION AND ADMINISTRATIVE FEES

The City Commission of the City of Warrenton resolves as follows:

Section 1. Resolution No. 2490 is amended by repealing Exhibit B of Resolution No. 2490, *Installation and Administrative Fees, Effective April 1, 2009.*

Section 2. The attached schedule of *Installation and Administrative Fees, Effective October 11, 2012*, is adopted as Exhibit B of Resolution No. 2490.

Section 3. This resolution shall be in full force and effect as of July 25, 2017.

ADOPTED by the City Commission of the City of Warrenton this 25th day of July 2017.

APPROVED

Henry Balensifer, Mayor

ATTEST

Dawne Shaw
Deputy City Recorder

EXHIBIT B

City of Warrenton
 Water Department Installation and Administrative Fees
 Effective October 11, 2012

INSTALLATION

Meter Size	Equivalent Meter Rations	Capacity Allowance (GPD)	Combined Fee
¾"	1.0	690	\$1,300
1"	1.7	1,173	\$1,500
1 ½"	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	¾"	\$400.00
	1"	\$450.00
Each apartment unit in a multi-family dwelling		\$105.00
Each RV space		\$ 80.00

SERVICE CALL

Call requested by customer	\$10.00
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LATE CHARGES

Door Hanger on Past-Due Accounts	\$ 33.00
Call to disconnect due to non-payment of account	\$ 60.00
Call to reconnect after involuntary disconnect	\$ 60.00
Additional charge for late payment NOT RECEIVED by 5:00 pm on last business day of each month	\$ 3.00

METER REMOVAL

Cancelled Account	\$ 75.00
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VACANCY / VACATION CHARGES

Temporary Billing Suspension Fee – Off	\$100.00
Temporary Billing Suspension Fee – On	\$100.00

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

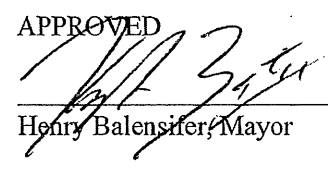
ADOPTED by the City Commission of the City of Warrenton this 27th day of June, 2017.

ATTEST



Dawne Shaw, Deputy City Recorder

APPROVED



Henry Balensifer, Mayor

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. 2379

Introduced by Commissioner Mark Kujala

AMENDING RESOLUTION NO. 2337, EXHIBIT B,
CITY OF WARRENTON WATER DEPT. INSTALLATION AND ADMINISTRATIVE FEES

The City Commission of the City of Warrenton resolves as follows:

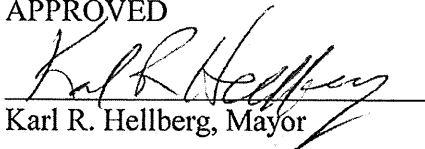
Section 1. Resolution No. 2337 is amended by repealing Exhibit B of Resolution No. 2337, *Installation and Administrative Fees, Effective April 1, 2009.*

Section 2. The attached schedule of *Installation and Administrative Fees, Effective October 11, 2012,* is adopted as Exhibit B of Resolution No. 2337.

Section 3. This resolution shall be in full force and effect as of October 11, 2012.

ADOPTED by the City Commission of the City of Warrenton this 25th day of September, 2012.

APPROVED


Karl R. Hellberg, Mayor

ATTEST



Linda Engbretson, CMC
City Recorder

EXHIBIT B

City of Warrenton
 Water Department Installation and Administrative Fees
 Effective October 11, 2012

INSTALLATION

Meter Size	Equivalent Meter Rations	Capacity Allowance (GPD)	Combined Fee
¾"	1.0	690	\$1,300
1"	1.7	1,173	\$1,500
1 ½"	3.3	2,277	\$1,148*
2"	5.3	3,657	\$1,844*
3"	10.0	6,900	\$3,480*
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ADMINISTRATION FEES

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

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Each apartment unit in a multi-family dwelling		\$105.00
Each RV space		\$ 80.00

SERVICE CALL

Call requested by customer	\$10.00
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LATE CHARGES

Door Hanger on Past-Due Accounts	\$ 33.00
Call to disconnect due to non-payment of account	\$ 60.00
Call to reconnect after involuntary disconnect	\$ 60.00
Additional charge for late payment NOT RECEIVED by 5:00 pm on last business day of each month	\$ 3.00

METER REMOVAL

Cancelled Account	\$ 75.00
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VACANCY / VACATION CHARGES

Temporary Billing Suspension Fee - Off	\$100.00
Temporary Billing Suspension Fee - On	\$100.00