

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
September 12, 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. Monthly Finance Report – June 2017
- B. Monthly Finance Report – July 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. Consideration of Second Reading of Ordinance No. 1213-A; Vacating a Portion of NW 6th Street
- B. Consideration of VFW Memorial – Firebird Bronze Contract
- C. Consideration of Oregon Business Development Department Agreements for Pacific Seafood Rebuild

- D. Consideration of Memorandum of Understanding for Clatsop County Housing Study
- E. Consideration of Ordinance Implementing Measure 4-181 (Charter Amendment)
- F. Consideration of TMG Services Contract
- G. Consideration of Resolution No. 2503; Modifying Building Permit 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

10. ADJOURNMENT

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

Volume 10, Issue 12

Monthly Finance Report
June 2017

September 12, 2017

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	1.31%	.875%
Columbia Bank:	n/a	.05%
◆ Prime Rate:	4.25%	3.50%
◆ CPI-U change:	1.6%	1.0%
◆ Unemployment Rates:		
Clatsop County:	3.6%	5.0%
Oregon:	3.7%	5.1%
U.S.:	4.4%	4.9%

Department Statistics

◆ Utility Bills mailed	3,283
◆ New Service Connections	2
◆ Reminder Letters	379
◆ Door Hangers	79
◆ Water Service Discontinued	13
◆ Walk-in counter payments	774
◆ Mail payments	1,286
◆ Drop Box Payments	207
◆ Auto Pay Customers/pmts	560
◆ Online (Web) payments	535
◆ Phone payments	107
◆ Checks Issued	368

Current and Pending Projects

- ◆ Audit preparation and reporting
- ◆ SDC Annual Report
- ◆ Landfill Financial Assurance Report
- ◆ Warrenton Urban Renewal Agency Annual Report
- ◆ Community Center Annual Report

Financial Narrative as of June 30, 2017

Note: Revenues and expenses should track at 12/12 or 100% of the budget.

General Fund: Year to date revenues amount to \$3,790,101, which is 103.3% of the budget, compared to the prior year amount of \$3,745,890, which was 104.9% of the budget and are up by \$44,211. Expenses year to date amount to \$3,753,938, which is 87% of the budget, compared to the prior year amount of \$3,818,637 which was 95.1% of the budgeted amount. Fund balance is \$1,306,042 compared to \$1,269,879 last year. A difference of \$36,163.

WBA: Business license revenue amounts to \$49,685 compared to \$45,830 last year at this time, a difference of \$3,855. The number of business licenses issued to date are 620 compared to 548 last year at this time. Year to date expenses exceed revenues by \$34,047 and reduces fund balance by the same.

Building Department: Permit revenues this month amount to \$76,266 and \$263,146 year to date, which is 123.4% of the budgeted amount. Last year to date permit revenue was \$216,640, a year to date difference of \$46,506. Fund balance is \$293,156 compared to \$261,655 last year. An increase of \$31,501.

State Tax Street: State gas taxes received this month amount to \$50,887 for fuel sold in May and June and \$312,641

year to date. City gas taxes received this month amount to \$90,418 for fuel sold in April, May and June and are \$339,494 year to date. Total gas taxes year to date for the current and prior year amount to \$652,135 and \$623,562, respectively. Fund balance decreased during the year by \$37,402.

Warrenton Marina: Total revenues are \$529,869 and exceeded budgeted revenues by \$40,868. Expenses exceeded revenues by \$6,566 and reduced fund balance by the same. There is \$39,249 in moorage receivables outstanding.

Hammond Marina: Total revenues are \$292,169 and exceeded budgeted revenues by \$20,468. Expenses exceeded revenues by \$27,979 and reduced fund balance by the same. There is \$2,495 in moorage receivables outstanding.

Of the total outstanding receivables \$33,733 is over 90 days old.

Water Fund: Utility fees are \$1,587,022 and \$1,064,219 year to date, for in-city and out-city compared to budgets of \$1,412,579 and \$1,070,000 respectively. Total utility revenue overall is \$2,482,568. Total Budgeted revenue includes two loans totaling \$2,730,000. The Hammond Waterline loan has not yet been drawn on and the Water Meter Replacement Loan has been partially received. Expenses are under budget by

\$3,098,346 due to expenditures related to the same loans. Overall revenues exceeded expenses by \$700,819 and increases fund balance by the same. This increase in fund balance is also affected by the timing of expenditures for the Water Meter Replacement Loan.

Sewer Fund: Utility fees total \$1,886,800 year to date. Last year at this time year to date fees were \$1,812,132. Shoreline Sanitary Fees year to date are \$114,480. Septage revenue year to date is \$311,008 and is 111% of the budget. Total revenues year to date are \$3,899,521 compared to \$2,285,375 at this time last year. Loan proceeds for the core conveyance project were received this year in the Sewer Fund and then transferred out to the Sewer Capital Reserve Fund to be expended on the project. Fund balance increased during the year in the amount of \$295,287.

Storm Sewer: Revenues exceeded expenses by \$46,429 and increased fund balance by same.

Sanitation Fund: Revenues exceeded expenses by \$16,608 and increased fund balance by same.

Library: Revenues exceeded expenses by \$10,602 and increased fund balance by same.

Community Center: Expenses exceeded revenues by \$1,365 and reduced fund balance by same.

Financial data as of May 2017

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,205,773	1,269,879	950,000	133.67
Plus: Revenues	394,663	3,790,101	3,668,832	103.31
Less: Expenditures				
Municipal Court	9,983	104,507	126,320	82.73
Admin/Comm/Fin (ACF)	55,668	1,005,238	1,156,408	86.93
Planning	12,926	135,989	197,533	68.84
Police	142,033	1,512,660	1,702,215	88.86
Fire	61,304	726,921	833,463	87.22
Parks	12,480	139,045	171,673	80.99
Transfers	-	129,578	129,578	100.00
Total Expenditures	294,394	3,753,938	4,317,190	86.95
Ending Fund Balance	1,306,042	1,306,042	301,642	432.98

(see details of revenue, page 4)

	WBA			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	108,226	137,741	150,850	91.31
Plus: Revenues	185	56,657	46,200	122.63
Less: Expenditures	4,717	90,704	155,047	58.50
Ending Fund Balance	103,694	103,694	42,003	246.87

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	255,237	261,655	230,000	113.76
Plus: Revenues	76,493	265,060	213,890	123.92
Less: Expenditures	38,574	233,559	266,551	87.62
Ending Fund Balance	293,156	293,156	177,339	165.31

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,502,697	1,421,947	1,180,000	120.50
Plus: Revenues	142,756	666,344	799,407	83.35
Less: Expenditures	260,908	703,746	1,842,462	38.20
Ending Fund Balance	1,384,545	1,384,545	136,945	1,011.02

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	229,191	195,027	170,000	114.72
Plus: Revenues	16,386	529,869	489,001	108.36
Less: Expenditures	57,116	536,435	614,841	87.25
Ending Fund Balance	188,461	188,461	44,160	426.77

Financial data as of May 2017, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	150,881	168,011	170,000	98.83	1,084,658	1,140,492	910,000	125.33
Plus: Revenues	14,426	292,169	271,701	107.53	749,792	3,483,908	5,356,400	65.04
Less: Expenditures	25,275	320,148	389,770	82.14	(6,861)	2,783,089	5,881,435	47.32
Ending Fund Balance	<u>140,032</u>	<u>140,032</u>	<u>51,931</u>	<u>269.65</u>	<u>1,841,311</u>	<u>1,841,311</u>	<u>384,965</u>	<u>478.31</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,632,691	1,369,458	1,300,000	105.34	325,184	284,330	210,000	135.40
Plus: Revenues	494,939	3,899,521	4,328,279	90.09	33,825	397,985	377,960	105.30
Less: Expenditures	462,885	3,604,234	4,411,210	81.71	28,250	351,556	532,049	66.08
Ending Fund Balance	<u>1,664,745</u>	<u>1,664,745</u>	<u>1,217,069</u>	<u>136.78</u>	<u>330,759</u>	<u>330,759</u>	<u>55,911</u>	<u>591.58</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	377,648	354,473	375,000	94.53	11,043	11,801	11,000	107.28
Plus: Revenues	91,818	1,088,136	1,016,132	107.09	897	18,854	12,515	150.65
Less: Expenditures	98,385	1,071,528	1,170,371	91.55	1,504	20,219	21,308	94.89
Ending Fund Balance	<u>371,081</u>	<u>371,081</u>	<u>220,761</u>	<u>168.09</u>	<u>10,436</u>	<u>10,436</u>	<u>2,207</u>	<u>-</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	47,358	31,129	21,000	148.23	419,114	42,123	19,154	219.92
Plus: Revenues	2,420	70,906	70,727	100.25	529	2,205,167	4,222,122	52.23
Less: Expenditures	8,047	60,304	75,772	79.59	13,845	1,841,492	4,241,276	43.42
Ending Fund Balance	<u>41,731</u>	<u>41,731</u>	<u>15,955</u>	<u>261.55</u>	<u>405,798</u>	<u>405,798</u>	<u>-</u>	<u>-</u>

Financial data as of May 2017, continued

(\$) Cash Balances as of June, 2017

General Fund	1,298,355	Warrenton Marina	172,909	Storm Sewer	296,367
WBA	87,763	Hammond Marina	137,789	Sanitation Fund	293,936
Building Department	303,199	Water Fund	835,808	Community Center	12,843
State Tax Street	1,569,871	Sewer Fund	1,360,110	Library	43,373

Warrenton Urban Renewal Agency

Capital Projects	498,523
Debt Service	972,024

General Fund Revenues	Collection Frequency	2016-2017 Budget	Actual as a	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				June 2017	June 2016	
Property taxes-current	AP	884,586	100.19	886,306	859,941	(1,720)
Property taxes-prior	AP	35,000	96.48	33,768	38,857	1,232
County land sales	A	-	0.00	875	-	(875)
Franchise fees	MA	534,000	115.84	618,565	552,466	(84,565)
COW - franchise fees	M	124,338	107.78	134,014	122,872	(9,676)
Transient room tax	Q	462,109	106.31	491,252	489,145	(29,143)
Liquor licenses	A	625	96.00	600	650	25
State revenue sharing	MQ	125,559	106.28	133,449	123,365	(7,890)
Municipal court	M	127,175	82.52	104,946	119,328	22,229
Planning charges	I	55,000	74.41	40,924	120,270	14,076
Police charges	I	6,000	172.98	10,379	5,650	(4,379)
Fire charges	SM	92,481	99.46	91,981	104,243	500
Park charges	I	-	0.00	325	230	
Housing rehab loans	I	-	0.00	-	689	-
Miscellaneous	I	1,300	1253.38	16,294	8,353	(14,994)
Interest	M	5,000	238.68	11,934	7,058	(6,934)
Lease receipts	M	209,251	100.00	209,251	181,996	-
Donations	I		0.00	-	3,325	-
Sub-total		2,662,424	104.60	2,784,863	2,738,438	(122,439)
Overhead	M	1,006,408	99.88	1,005,238	1,007,452	1,170
Total revenues		3,668,832	103.31	3,790,101	3,745,890	(121,269)

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

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

S - semi-annual

I - intermittently

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

R - renewals due in July and new licenses intermittently

A - annual

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

Volume 11, Issue 1

Monthly Finance Report
July 2017

September 12, 2017

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	1.45%	.88%
Columbia Bank:	n/a	.05%
◆ Prime Rate:	4.25%	3.50%
◆ CPI-U change:	1.7%	0.8%
◆ Unemployment Rates:		
Clatsop County:	3.8%	5.0%
Oregon:	3.8%	5.1%
U.S.:	4.3%	4.9%

Department Statistics

◆ Utility Bills mailed	3,283
◆ New Service Connections	7
◆ Reminder Letters	416
◆ Door Hangers	94
◆ Water Service Discontinued	17
◆ Walk-in counter payments	764
◆ Mail payments	1,466
◆ Auto Pay Customers/pymts	567
◆ Online (Web) payments	595

Current and Pending Projects

- ◆ Audit preparation and reporting continues.
- ◆ SDC Annual Report
- ◆ Landfill Financial Assurance Report
- ◆ Warrenton Urban Renewal Agency Annual Report
- ◆ Community Center Annual Report
- ◆ Open Enrollment for Health Insurance

Financial Narrative as of July 31, 2017

Note: Revenues and expenses should track at 1/12 or 8.3% of the budget. Expenditures on pages 2-4 include personnel services, materials and services, and debt service costs as well as transfers to the capital funds. See budget for details.

General Fund: Total revenues this month, are \$303,946, which is 7.9% of the budget. Revenues exclusive of overhead are \$44,306 compared to the prior year amount of \$40,322 and are up by \$3,984. Increases are shown in, franchise fees, municipal court, community development fees, interest, and lease receipts and are offset by decreases in police charges and miscellaneous.

Expenses this month amount to \$492,381, compared to the prior year amount of \$480,786 and are up by \$11,595. The Admin/Comm/Fin department is tracking over budget due to one time annual payments for insurance.

WBA: Business license revenue amounts to \$48,960 compared to \$46,325 last year at this time, a difference of \$2,635. The number of licenses issued to date are 350 compared to 416 at this time last year.

Building Department: Permit revenues this month amount to \$20,496, which is 11.8% of the budgeted amount. Last year this month's permit revenue was \$6,900, which was 3.2% of the budget, a year to date difference of \$13,596.

State Tax Street: City fuel tax receipts since inception to June 2017 total \$2,727,248. Projects paid in 2017 with city fuel tax funds total \$370,108 and were:

- SW 3rd St (Main Ct-Main Ave) \$95,518
- N. Main/NW 7th Place Impr. \$2,381
- NW Cedar Court Roadway \$1,471
- R&M SW Elm (SW 2nd-NW 1st) \$66,417
- R&M SW 1st St \$65,631
- R&M SW Gardenia (SW 2nd-NW 1st) \$61,436
- Hammond Post Office Quick Fix \$183
- R&M SW Harbor St \$27,852
- R&M SW Harbor Place \$23,640
- R&M SW 1st Place \$25,579

Total project costs through June 2017 are \$2,079,351. As of June 30, 2017, there is \$647,897 of these funds remaining for street projects.

Warrenton Marina: Total revenues this month were \$272,206 compared to \$277,360 this time last year. Annual moorages billed this month amount to \$255,688 compared to \$238,724 last year.

Hammond Marina: Total revenues this month are \$140,668 compared to the

prior year amount of \$124,620. Annual moorages billed this month amount to \$127,976 compared to \$113,973 last year.

Total receivables outstanding for both marinas is \$144,557. Of the total outstanding receivables, \$27,927 is over 90 days old.

Water Fund: Utility fees this month are \$158,036 and \$165,404, for in-city and out-city, respectively and is 11.6% of the budget.

Sewer Fund: Utility fees this month are \$188,737 and is 8.8% of the budget. Septage revenue this month amounts to \$32,571.

Storm Sewer: Utility fees (20% of the sewer charge) this month are \$35,729 and is 8.8% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$77,267 and \$15,152 and are 8.7% and 8.2%, of the budget, respectively.

Community Center: Rental revenue this month is \$2,003 and represents 16% of the budget.

Other: Total revenues and expenses as of July 31, 2017 city-wide are \$2,155,205 and \$1,633,262, respectively.

Total revenues and expenses as of July 31, 2016 city-wide were \$1,387,875 and \$1,138,212 respectively.

Financial data as of July 2017

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,306,042	1,306,042	790,000	165.32
Plus: Revenues	303,946	303,946	3,864,488	7.87
Less: Expenditures				
Municipal Court	13,833	13,833	131,566	10.51
Admin/Comm/Fin (ACF)	259,639	259,639	1,094,696	23.72
Planning	20,273	20,273	185,068	10.95
Police	125,680	125,680	1,823,175	6.89
Fire	61,354	61,354	852,775	7.19
Parks	11,602	11,602	163,825	7.08
Transfers	-	-	120,949	-
Total Expenditures	492,381	492,381	4,372,054	11.26
Ending Fund Balance	1,117,607	1,117,607	282,434	395.71

(see details of revenue, page 4)

	WBA			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	103,694	103,694	108,000	96.01
Plus: Revenues	49,064	49,064	48,850	100.44
Less: Expenditures	11,904	11,904	151,206	7.87
Ending Fund Balance	140,854	140,854	5,644	2,495.64

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	293,156	293,156	270,000	108.58
Plus: Revenues	20,766	20,766	174,814	11.88
Less: Expenditures	25,880	25,880	249,563	10.37
Ending Fund Balance	288,042	288,042	195,251	147.52

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,384,545	1,384,545	1,000,000	138.45
Plus: Revenues	1,796	1,796	638,132	0.28
Less: Expenditures	22,103	22,103	1,445,923	1.53
Ending Fund Balance	1,364,238	1,364,238	192,209	709.77

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	188,461	188,461	190,000	99.19
Plus: Revenues	272,206	272,206	532,175	51.15
Less: Expenditures	49,858	49,858	630,947	7.90
Ending Fund Balance	410,809	410,809	91,228	450.31

Financial data as of July 2017, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	140,032	140,032	140,000	100.02	1,841,311	1,841,311	1,000,000	184.13
Plus: Revenues	140,668	140,668	287,801	48.88	344,035	344,035	5,652,800	6.09
Less: Expenditures	38,769	38,769	408,324	9.49	212,849	212,849	6,033,428	3.53
Ending Fund Balance	<u>241,931</u>	<u>241,931</u>	<u>19,477</u>	<u>1,242.14</u>	<u>1,972,497</u>	<u>1,972,497</u>	<u>619,372</u>	<u>318.47</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,664,745	1,664,745	1,500,000	110.98	330,759	330,759	290,000	114.05
Plus: Revenues	522,668	522,668	3,079,128	16.97	36,042	36,042	406,000	8.88
Less: Expenditures	464,035	464,035	3,418,202	13.58	21,396	21,396	539,327	3.97
Ending Fund Balance	<u>1,723,378</u>	<u>1,723,378</u>	<u>1,160,926</u>	<u>148.45</u>	<u>345,405</u>	<u>345,405</u>	<u>156,673</u>	<u>220.46</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	371,081	371,081	320,000	115.96	10,436	10,436	7,800	133.79
Plus: Revenues	92,998	92,998	1,077,000	8.63	2,097	2,097	15,830	13.25
Less: Expenditures	89,778	89,778	1,218,610	7.37	2,159	2,159	22,550	9.57
Ending Fund Balance	<u>374,301</u>	<u>374,301</u>	<u>178,390</u>	<u>209.82</u>	<u>10,374</u>	<u>10,374</u>	<u>1,080</u>	<u>-</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	41,731	41,731	39,000	107.00	405,798	405,798	266,299	152.38
Plus: Revenues	4,747	4,747	86,793	5.47	556	556	1,922,122	0.03
Less: Expenditures	11,576	11,576	90,599	12.78	67,755	67,755	2,188,421	3.10
Ending Fund Balance	<u>34,902</u>	<u>34,902</u>	<u>35,194</u>	<u>99.17</u>	<u>338,599</u>	<u>338,599</u>	<u>-</u>	<u>-</u>

Financial data as of July 2017, continued

(\$ Cash Balances as of July, 2017)

General Fund	1,309,253	Warrenton Marina	304,533	Storm Sewer	304,002
WBA	111,646	Hammond Marina	229,403	Sanitation Fund	284,082
Building Department	295,801	Water Fund	859,738	Community Center	11,629
State Tax Street	1,394,835	Sewer Fund	1,387,714	Library	36,510

Warrenton Urban Renewal Agency

Capital Projects	488,980
Debt Service	981,063

General Fund Revenues	Collection Frequency	2017-2018 Budget	Actual as a	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				July 2017	July 2016	
Property taxes-current	AP	904,940	0.00	-	-	904,940
Property taxes-prior	AP	35,000	0.00	-	-	35,000
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	543,000	0.09	491	180	542,509
COW - franchise fees	M	136,414	9.10	12,414	12,027	124,000
Transient room tax	Q	508,402	0.00	-	-	508,402
Liquor licenses	A	650	0.00	-	-	650
State revenue sharing	MQ	130,267	0.00	-	-	130,267
Municipal court	M	119,400	7.76	9,263	8,108	110,137
Community development fees	I	35,000	6.75	2,363	407	32,637
Police charges	I	8,750	6.29	550	635	8,200
Fire charges	SM	95,240	0.00	-	-	95,240
Park charges	I	-	0.00	25	-	-
Miscellaneous	I	1,200	12.83	154	361	1,046
Interest	M	10,000	10.87	1,087	666	8,913
Lease receipts	M	209,529	8.57	17,960	17,938	191,569
Donations	I	-	0.00	-	-	-
Sub-total		2,737,792	1.62	44,307	40,322	2,693,485
Transfers from other funds	I	32,000	0.00	-	-	32,000
Overhead	M	1,094,696	23.72	259,639	243,731	835,057
Total revenues		3,864,488	7.87	303,946	284,053	3,560,542

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link & NW Nat-quarterly, Charter annually in March,
all others monthly

S - semi-annual

I - intermittently

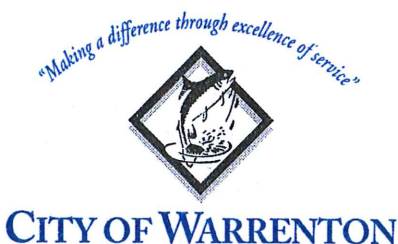
MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2018. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

7-A



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: Sept. 12, 2017
SUBJ: Street Vacation – Kyle and Mary Jo Jones/Jonathon Brown - A
Portion of Undeveloped NW 6th Street

SUMMARY

The first reading of Ordinance No. 1213 by title only was conducted on August 22, 2017. A second reading and adoption is in order.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the second reading by title only of Ordinance No. 1213."

Title: Ordinance No. 1213, Introduced by All Commissioners, Vacating a Portion of NW 6th Street in the City of Warrenton, Oregon.

"I move to adopt Ordinance No. 1213."

ALTERNATIVE

N/A

FISCAL IMPACT

Property will go on the County Tax Rolls.

ORDINANCE NO. 1213
INTRODUCED BY ALL COMMISSIONERS

VACATING A PORTION OF NW 6TH ST. IN THE CITY OF WARRENTON, OREGON

WHEREAS, Kyle and Mary Jo Jones and Jonathon Brown petitioned the Warrenton City Commission for vacation of a portion of a public right-of-way; and

WHEREAS, the Warrenton City Commission determined there is no reason why said petition should not be granted and held a public hearing on the petition at the hour of 6:00 p.m. on July 25, 2017, in the Commission's Chambers at Warrenton City Hall; and

WHEREAS, due notice of time and place for said hearing was given, as by law required, and the Warrenton City Commission examined and determined that the abutting property owner of that portion to be vacated was the petitioners; that the owners of a majority of the area affected made no objections; and that the public interest would not be prejudiced by vacation of those portions of the street right-of-way which the petitioners requested be vacated.

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

Section 1. That portion of undeveloped NW 6th Street, between undeveloped NW Elm Avenue and Undeveloped NW Date Ct., attached Exhibit A(map 8.10.16AD), more clearly defined as:

Beginning at NW corner of Block 53 then 200 ft. E to the NE corner of Block 53 then 70 ft. N to the SE corner of Block 43 then 200 ft W to the SW corner of Block 43 then 70 Ft. S to point of beginning.

is hereby vacated.

Section 2. Nothing contained herein shall cause or require the removal or obstruction of any drainage ditch, abandonment of any sewer, water main conduit, utility line, pole or any other thing used or intended to be used for any public service.

Section 3. The Deputy City Recorder of the City of Warrenton is hereby ordered to make this vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the Deputy City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, this ordinance.

Section 4. This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

ADOPTED by the City Commission of the City of Warrenton, Oregon this 12th day of September, 2017.

First Reading: 08-22-17
Second Reading: 09-12-17

APPROVED:

Henry Balensifer III, Mayor

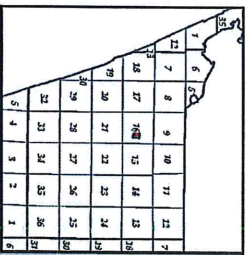
ATTEST:

Dawne Shaw, Deputy City Recorder



18N R10W SEC 16AD WM
CLATSOP COUNTY
Scale 1:1200

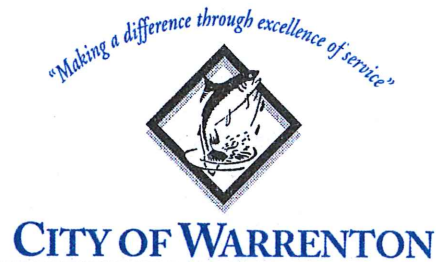
Cancelled
Assessments
2010
2011
2012
2013
2014
2015



This map was prepared by the Clatsop County Assessor's Office. It is subject to the provisions of the Clatsop County Assessor's Office policies and procedures. It is not intended for use as a legal document.

October 07, 2015
8.10.16AD

7-B



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commissioners
FROM: Linda Engbretson, City Manager
DATE: September 12, 2017
SUBJ: VFW Memorial – Firebird Bronze Contract

SUMMARY

The attached goods and services contract with Firebird Bronze is for the mold and casting of the VFW War Memorial – OPRD Veteran's and War Memorial Grant. This foundry is considered a sole source for this project. This foundry is the only foundry the contracted artist has worked with and the only foundry in the state specializing in military statues. The total cost of these services is \$29,690. I have attached a couple of pictures of work in progress.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the mayor's signature on the Goods and Services Contract with Firebird Bronze for a not-to-exceed amount of \$29,690."

ALTERNATIVE

N/A

FISCAL IMPACT

"This project is supported in part by a grant from the Oregon Parks and Recreation Department. " This contract will be paid in full with grant funds.





**CITY OF WARRENTON
CONTRACT FOR GOODS AND
SERVICES**

CONTRACT:

This Contract, made and entered into this _____ day of 2017, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Firebird Bronze, P.O. Box 4, Gresham, OR 97030, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES: VFW Memorial Mold and Casting

- A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated October 24, 2016, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$29,690 for providing goods and performance of those services provided herein.

This project is supported in part by a grant from the Oregon Parks and Recreation Department.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR 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 CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

- B. **Automobile Liability.** Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.
- C. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- D. **Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

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

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, Deputy City Recorder Date

CONTRACTOR:

BY: _____
Date



P.O Box 4
Gresham, OR 97030

Quote

Invoice

Date	Invoice #
10/24/2016	FB1492

Bill To
Fort Stevens Post 10580 P.O. Box 233 Warrenton, OR 97146

Ship To
Fort Stevens Post 10580 Warrenton, OR 97146 503-739-1071

P.O. Number	Terms	Ship	Via	Reference #
	50% Deposit	10/24/2016		

Quantity	Description	Price Each	Amount
1	"Fallen Soldier Memorial" - CASTING	16,690.00	16,690.00
1	Delivery Fee	1,000.00	1,000.00

Thank You For Your Business

Total \$17,690.00

Payments/Credits \$0.00

Balance Due \$17,690.00

Terms and Conditions:

100% of Mold and 50% of casting due at time of order. Balance Due upon completion.
 Rough Cast Order 50% of process due at time of order. Metal weight and additional time will be added to upon completion. All orders must be sent and or confirmed in written form via email or letter.
 All orders will be started upon receiving of deposit
 Pricing may be adjusted upon review of original sculpture in person or change orders made by artist.
 A 20% Rush fee will be assessed, based on the requested delivery date.
 Bases, Nameplates and mounting hardware are not included unless otherwise stated.
 Quotes/Estimates are good for 60 days



P.O Box 4
Gresham, OR 97030

Quote

Invoice

Date	Invoice #
10/24/2016	FB1491

Bill To
Fort Stevens Post 10580 P.O. Box 233 Warrenton, OR 97146

Ship To
Fort Stevens Post 10580 Warrenton, OR 97146 503-739-1071

P.O. Number	Terms	Ship	Via	Reference #
	IN FULL	10/24/2016		

Quantity	Description	Price Each	Amount
1	"Fallen Soldier Memorial" - MOLD	12,000.00	12,000.00

Thank You For Your Business

Total	\$12,000.00
Payments/Credits	\$0.00
Balance Due	\$12,000.00

Terms and Conditions:
 100% of Mold and 50% of casting due at time of order. Balance Due upon completion.
 Rough Cast Order 50% of process due at time of order. Metal weight and additional time will be added to upon completion. All orders must be sent and or confirmed in written form via email or letter.
 All orders will be started upon receiving of deposit
 Pricing may be adjusted upon review of original sculpture in person or change orders made by artist.
 A 20% Rush fee will be assessed, based on the requested delivery date.
 Bases, Nameplates and mounting hardware are not included unless otherwise stated.
 Quotes/Estimates are good for 60 days



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2017 GC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HOPP INSURANCE PO Box 150; 804 East First St. Newberg OR 97132	CONTACT NAME: Gail Chin
	PHONE (A/C, No., Ext): 503.538.3421 FAX (A/C, No): 503.538.2901 E-MAIL ADDRESS: gailc@hoppinsurance.com
INSURED Firebird Bronze Inc. PO Box 4 Gresham OR 97030	INSURER(S) AFFORDING COVERAGE
	INSURER A: OHIO SECURITY INSURANCE COMPANY
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

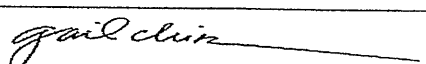
COVERAGES CERTIFICATE NUMBER: 20170719122038136 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	BKS 55277808	09/13/2016	09/13/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	AUTOMOBILE LIABILITY						MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED PER FORM CG2010.

CERTIFICATE HOLDER OREGON DEPARTMENT OF TRANSPORTATION 350 W Marine Drive Astoria OR 97103 Email: virginia.l.williams@odot.state.or.us	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

OREGON DEPARTMENT OF TRANSPORTATION

350 W MARINE DR

ASTORIA, OR 97103

Location(s) Of Covered Operations

350 W MARINE DR, ASTORIA, OR 97103

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



221

of 10

15

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

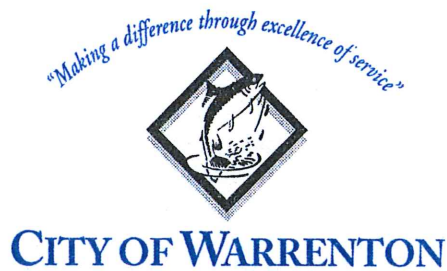
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

7-C



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *LE*
DATE: September 12, 2017
SUBJ: Consideration of Oregon Business Development Department
Agreements for Pacific Coast Seafood Rebuild

IN SUMMARY

Attached are the two agreements you deferred at your last meeting related to the Pacific Coast Seafood Company Rebuild:

- Between City and Oregon Business Development Department (OBDD) - \$150,000 grant
- Between City and Pacific Coast Seafood for Disbursement of OBDD Grant - \$150,000

Legal Counsel, Spencer Parsons will be at the meeting to discuss the agreements with you on Tuesday should you have any questions.

RECOMMENDATION/SUGGESTED MOTION

" I move to authorize the Mayor's signature on the Intergovernmental Grant Agreement No. RS1612, between the state and City."

"I move to authorize the Mayor's signature on the Agreement for Disbursement of Proceeds from OBDD Grant between the City and Pacific Coast Seafoods Company."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

The City has included a reimbursement for Administrative Expenses clause in the agreement between the City and Pacific Coast Seafoods. The City is contracting with Mary McArthur of Col-Pac to provide oversight of the grant requirements.

INTERGOVERNMENTAL GRANT AGREEMENT No. RS1612

Title: City of Warrenton - Pacific Coast Seafoods Company

As authorized by ORS 190.110, this Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Oregon Business Development Department (“OBDD”) and the City of Warrenton, OR (“City”). OBDD and City (each a “party” and together the “parties”) may be contacted at the address(es) or number(s) below:

OBDD Contact	City Contact
Project Contact: Melanie Olson	Project Contact: Linda Engbretson
Title: Regional Development Officer	Title: City Manager
Address: Business Oregon 775 Summer Street NE Suite 200 Salem OR 97301-1280	Address: City of Warrenton PO Box 250 Warrenton OR 97146-0250
Phone: 503-801-7155	Phone: 503-861-3927
Email: melanie.olson@oregon.gov	Email: lengbretson@ci.warrenton.or.us

1. **Effective Date.** This Agreement becomes effective on the later of the dates shown beneath the parties’ signatures below.
2. **Statement of Obligations.** OBDD and City agree to perform their respective obligations in accordance with the terms and conditions of this Agreement, and as more fully described in Exhibit A, attached hereto and incorporated herein by this reference.
3. **Grant, Payment Terms.** Subject to the terms and conditions of this Agreement, OBDD will provide City with \$150,000 in funding (the “Grant”) to enable the City to assist Pacific Coast Seafoods Company (the “Company”) in the construction of its seafood processing facility in Warrenton, Oregon, as further described in Exhibit A (the “Project”). OBDD will disburse the Grant to the City in accordance with and subject to the terms, conditions and requirements in Exhibit A. The City may use the Grant funds solely to reimburse the Company for costs and expenses incurred by the Company in connection with the Project that are approved for reimbursement by OBDD and not otherwise reimbursed by City or a third party.
4. **Assignment.** City shall not assign or transfer any of its interest in this Agreement, without OBDD’s prior written consent. Unless otherwise agreed in writing, an assignment or transfer of an interest in this Agreement does not relieve City of any of its duties or obligations under this Agreement.
5. **Amendments.** Unless otherwise expressly provided in this Agreement, the terms of this Agreement may only be extended or amended by written instrument signed by both parties.
6. **Representations, Warranties.** City represents and warrants to OBDD that:
 - (a) City is a municipality, duly organized and validly existing under Oregon law. City has the power and authority to enter into and perform this Agreement.
 - (b) The making and performance by City of this Agreement (1) has been duly authorized by all necessary action of City, (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of City’s charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default of, or require any consent under, any other agreement or instrument to which City is party or by which City may be bound or affected. No

further authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by City of this Agreement.

(c) This Agreement has been duly executed and delivered by City and constitutes a legal, valid and binding obligation of City enforceable in accordance with its terms.

7. **Records Maintenance; Access.** City will maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City will maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to fiscal records and other books, documents, papers, plans and writings of City pertinent to this Agreement in order to perform examinations and audits as well as make excerpts, transcripts or copies. Any examination or audit, creation of excerpt, transcript or copy by OBDD or the Oregon Secretary of State's Office must be commenced within six (6) years following City's final payment to the Company under this agreement. City will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following the City's final payment to the Company under this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

8. **City Defaults and OBDD Remedies.**

City will be in default under this Agreement if City fails to perform, observe or discharge one or more of its covenants, agreements or obligations under this Agreement and such failure continues for a period of at least 30 calendar days (or such longer period as OBDD may determine in writing if it determines City instituted and has diligently pursued corrective action) after written notice specifying such failure is given to City by OBDD.

City will be in default under this Agreement if any representation, warranty or statement made by City in this Agreement or in any documents or reports relied upon by OBDD to measure progress on the Project, the expenditure of the funds or the performance by City is untrue in any material respect when made.

In the event City is in default, OBDD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) immediate termination of this Agreement, (b) requiring repayment of all or any portion of the Grant not used by the City as provided in this Agreement, (c) reducing or withholding future disbursements of Grant funds, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of setoff. These remedies are cumulative to the extent the remedies are not inconsistent, and OBDD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

OBDD shall provide the Company with a copy of any default note that OBDD gives to City, and such copy shall be provided to the Company at the same time that such default notice is given to City. Such default notice shall be sent to the Company at 16797 S.E. 130th, P.O. Box 97, Clackamas, Oregon 97015-0097, Attention: General Counsel, and a copy of the default notice shall contemporaneously be sent to Schwabe, Williamson & Wyatt, P.C., Attn: James F. Dulcich, 1211 S.W. Fifth Avenue, Suite 1900, Portland, Oregon 97204. The Company shall have the same opportunity as City to cure any City default under this Agreement, and OBDD shall accept such cure by the Company as if the cure were made by City.

9. **OBDD Default and Remedy.** City may terminate this Agreement upon 30 days' notice to OBDD if OBDD fails to pay City pursuant to the terms of this Agreement and OBDD fails to cure such failure within 30 business days after receipt of City's notice, or such longer period of cure as City may specify in such notice. The exclusive remedy for OBDD's default under this Agreement is limited to an action to recover any amount that remains unpaid and due and owing under Section 3.
10. **Funds Available and Authorized.** OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OBDD's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OBDD is conditioned on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, the failure of such condition will not constitute an event of default. Upon the failure of such condition, OBDD shall have no further obligation to disburse funds to City under this Agreement and City's obligation to reimburse the Company shall immediately terminate other than City's obligation to reimburse Company with any Grant funds remaining in City's possession.
11. **Notices.** Except where otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, mail (postage prepaid), or email at the address set forth in this Agreement, or to such other addresses as may be designated by notice under this Section 11. Any notice so addressed and mailed will be deemed to be given five (5) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered. Any such notice delivered by email will be effective on the day the transmitting machine generates a receipt of successful transmission, if transmission was during the normal business hours of the recipient, or on the next business day, if transmission was outside the normal business hours of the recipient. To be effective against a party, any such notice transmitted by email must be confirmed by telephone notice to that party.
12. **Indemnification of OBDD.** To the fullest extent authorized by law, City shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, expenses of any nature whatsoever and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by City or its officers, employees, agents, or contractors under this Agreement or related to the Project; however, this section does not waive any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
13. **Disclaimer of Warranties; Limitation of Liability.** City agrees that:
 - (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any authorized use of the Project, or any other warranty or representation.
 - (2) In no event shall OBDD or its agents be liable or responsible for any direct, indirect, incidental, special, consequential, punitive or other damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or City's use of these Grant funds. The sole and exclusive remedy for OBDD's breach of this Agreement is set forth in Section 9.
14. **Successors in Interest.** The provisions of this Agreement are binding upon and inure to the benefit of the parties, and their authorized successors and assigns.

- 15. Third-party Beneficiaries.** Except as expressly set forth in this Section 15, OBDD and City are the only parties to this Agreement and entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or may be construed to give any direct or indirect benefit or right to third persons unless such third persons are individually identified by name and expressly described as intended beneficiaries of this Agreement. The Company is an intended beneficiary of the last paragraph of Section 8 hereof (notice of and right to cure a default by City) and is entitled to enforce the provisions thereof, subject to the limitation of liability and remedy set forth in Sections 9 and 13.
- 16. Choice of Law; Designation of Forum; Federal Forum.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the paragraph above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 17. Merger Clause.** This Agreement (including Exhibits that are by this reference incorporated herein) constitutes the entire agreement between the parties on the subject matter hereof. No waiver or consent regarding any of the terms of this Agreement will bind either party unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. All parties, by the signature below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.
- 18. 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 will not be affected, and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 19. Survival.** All rights and obligations cease upon termination of this Agreement other than (a) the rights and obligations arising from a party's default hereunder, (b) City's obligation to use Grant funds as provided in this Agreement, or to return those funds to OBDD within 30 days of Agreement termination, (c) City's reporting and indemnification obligations, (d) any rights or obligations accrued to a party under this Agreement prior to termination, and (e) any other provision of this Agreement that, by its express terms, survives termination of this Agreement.
- 20. Time of the Essence.** Time is of the essence in the performance of each and every obligation and duty under this Agreement.
- 21. Relationship of Parties.** OBDD and the City agree that their relationship is that of independent contracting parties and that City is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

22. **Neutral Construction.** This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

23. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.



STATE OF OREGON
acting by and through its
Business Development Department



CITY OF WARRENTON

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Henry Balensifer
Mayor of Warrenton

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Elott as per email dated 3 August 2017
David Elott, Assistant Attorney General

EXHIBIT A

1. Background; Project Description

In June 2013, a fire destroyed the Company's seafood processing plant on Northeast Skipanon Drive in Warrenton. The Company is currently in the process of constructing a new plant at the site (the "New Plant") to resume seafood processing. Construction of the New Plant will create temporary construction jobs and enable the Company to retain the existing seafood processing jobs at the site resulting in significant economic development benefits for the north coast economy. Financial assistance from the City, funded with the proceeds of the Grant, will enable the Company to complete the construction of the New Plant.

Construction of the New Plant, which is referred to herein as the "Project", is occurring at 450 NE Skipanon Drive, Warrenton, OR, and generally includes but is not limited to the following: The Company will (a) replace the former timber pile-supported dock with steel pipe pilings to support a new concrete dock that will meet current industry standards for safety, constructability, and environmental protectiveness and (b) construct a new seafood processing facility on the newly constructed dock. The first phase involves removing and disposing of the charred pilings, and also includes related permitting, engineering and legal activities/costs. The second phase involves constructing the dock and related structures for marine access, mooring and unloading, and includes related final design and engineering and legal and permitting activities/costs. The third phase involves constructing the new seafood processing facility on the newly constructed dock.

2. Use of Funds; Disbursements; Funds Availability Deadline

City will use the Grant funds solely to reimburse the Company for costs and expenses incurred by the Company in connection with the Project that are approved by OBDD as reasonable and are not otherwise reimbursed by City or a third party.

In accordance with the process and subject to the terms and conditions of this Agreement and the limitations of this paragraph and provided City is not in default under this Agreement, OBDD shall disburse Grant funds to City for reimbursement of costs paid or incurred by the Company in connection with the Project that OBDD approves as reasonable. City may submit to OBDD requests for such disbursements not more frequently than once per calendar month. City's disbursement requests must be on an OBDD-provided or OBDD-approved disbursement request form and be accompanied by invoices and/or other documentation evidencing the costs and expenses paid or incurred by the Company in connection with the Project for which the disbursement is sought and not previously reimbursed by the City ("Disbursement Request"). OBDD shall pay to City, within thirty (30) days after OBDD's receipt and approval of a Disbursement Request, an amount equal to the disbursement requested by City in such request; provided, however, that in no event shall the total amount disbursed to City under this Agreement exceed the sum of \$150,000 and in no event shall OBDD be obligated to disburse Grant funds requested in a Disbursement Request received by OBDD after June 30, 2018.

In addition to any other conditions, OBDD's obligation to disburse Grant funds to City under this Agreement is conditioned on the City entering into an agreement with the Company, in form and substance reasonably satisfactory to OBDD, containing the terms and conditions governing the reimbursement of the Company's Project costs with Grant funds received by the City under this Agreement (the "Company Reimbursement Agreement"). The Company Reimbursement Agreement must include Company conditional repayment obligations consistent with Sections 3 and 4 of this Exhibit A, must designate OBDD as an intended third party beneficiary of the Company Reimbursement Agreement with the right to enforce the Company's conditional repayment obligations directly, and must permit the City to assign its rights under the Company Reimbursement Agreement to OBDD.

3. Job Retention and Maintenance or Grant Repayment

In order to retain the entirety of the Grant, City is bound by the condition that the Company (or an affiliate of the Company) retain at least 106 full-time equivalent jobs (“FTEs”) at the New Plant, and maintain those FTEs for a continuous two-year period beginning on the earlier of January 1, 2019 or the first day of the first full calendar quarter following commencement of operations at the New Plant (the “Maintenance Period”).

If at least 106 FTEs are not maintained for the Maintenance Period, City shall repay to OBDD, upon OBDD’s demand after the end of the Maintenance Period, the following amount: the amount of the Grant disbursed to the City, divided by 106, which quotient shall be multiplied by the difference between 106 and the number of FTEs maintained by the Company for the Maintenance Period. For example, if the sum of \$150,000 is disbursed to the City and the number of FTEs maintained by the Company for the Maintenance Period is 102, the City shall repay to OBDD the sum of \$5,660.36 ($\$150,000 \div 106 = \1415.09 ; $106 - 102 = 4$; $4 \times \$1415.09 = \5660.36)

For purposes of this Agreement, one FTE is equal to 3,640 hours worked during the Maintenance Period. “Hours worked” for an employee means all hours that the employee worked, if the employee is paid for those hours. “Hours worked” does not include vacation time, sick leave or any other paid time where no work is performed. To determine the number of FTEs maintained during the Maintenance Period, the total number of hours worked by all employees at the New Plant during the Maintenance Period shall be divided by 3,640. For example, if the total number of hours worked by all employees at the New Plant during the Maintenance Period is 378,560, the number of FTEs will be deemed to be 104.

Notwithstanding the foregoing provisions of this Section 3, if seafood processing operations at the New Plant are suspended or substantially curtailed during the Maintenance Period as result of a Force Majeure Event, the Maintenance Period will be extended by an amount equal to the duration of the suspension or substantial curtailment (a “Maintenance Period Extension”) and hours worked during the suspension or substantial curtailment will not be considered hours worked for purposes of calculating the number of jobs retained and maintained; provided, however, that the cumulative length of all Maintenance Period Extensions may not exceed five years. A “Force Majeure Event” is (a) a natural disaster, (b) severe weather conditions, (c) fire or other casualty, (d) climate change, (e) lack of fish or harvesting resources, (f) new governmental regulations, (g) civil unrest, (h) strikes or labor disputes, (i) lack of eligible workers, or (j) any other circumstances that are beyond the reasonable control of the Company to prevent. The City shall notify OBDD of a suspension or substantial curtailment of seafood processing operations at the New Plant as a result of a Force Majeure Event promptly after the beginning and end thereof.

OBDD intends to obtain the number of hours worked by employees of the Company at the New Plant during the Maintenance Period through review of information obtained from the Oregon Employment Department. If OBDD is not able to obtain information from the Oregon Employment Department to determine the number of hours worked, City shall obtain and provide comparable information from the Company, as OBDD may reasonably request, in order to determine the actual number of FTEs maintained.

4. Continued Operation of the New Plant or Grant Repayment

In order to retain the entirety of the Grant, City is bound by the condition that the Company and any future owner of the New Plant operate the New Plant as a seafood processing facility for a cumulative total of no fewer than ten (10) years during the fifteen (15)-year period beginning on the earlier of January 1, 2019, or commencement of operations at the New Plant (the “Operations Period”).

In addition to any repayment required under Section 3 of this Exhibit A and unless OBDD otherwise agrees in writing, if the New Plant is not operated as a seafood processing facility for a cumulative total of no fewer than ten (10) years during the Operations Period, the City shall repay to OBDD, upon OBDD's request made after expiration of the Operations Period, an amount equal to (i) ten (10), less the number of years (including the fraction of any partial year) in which the New Plant was operated as a seafood processing facility during the Operations Period, (ii) multiplied by ten percent (10%) of the amount of the Grant disbursed to the City. For example, if during the Operations Period the New Plant is operated as a seafood processing facility for eight and one-half years, and assuming that the full Grant of \$150,000 was disbursed to City, City shall pay to OBDD, upon OBDD's demand made after the expiration of the Operations Period, the sum of \$22,500 (1.5 years x \$15,000). For purposes of this Agreement, the calculation of the number of years for which the New Plant is operated as a seafood processing facility shall be on a cumulative basis, such that any partial years of such use shall be added together and a year shall consist of 365 days.

5. Conditions to City's Repayment Obligation

The City's repayment obligations under Sections 3 and 4 of this Exhibit A are subject to and exist only to the extent of funds received under the Company Reimbursement Agreement. If the City has not received sufficient funds under the Company Reimbursement Agreement to satisfy OBDD's repayment demand, the City shall, upon OBDD's request, assign its rights under the Company Reimbursement Agreement to OBDD.

6. Prevailing Wage Requirements

In connection with construction of the Project, City shall comply and require the Company to comply with the prevailing wage requirements set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (the "Prevailing Wage Rate Law"). City shall require the Company and its contractors and subcontractors to pay the applicable prevailing wage rate and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the Prevailing Wage Rate Law, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board, unless exempt under ORS 279C.836 and OAR 839-025-0015. The City shall prohibit the Company from contracting with any contractor on the BOLI current *List of Contractors Ineligible to Receive Public Works Contracts*.

7. Reporting, Notifications

Not later than 120 days after the completion of the Project, City shall provide OBDD with a final project completion report on a form provided by OBDD and in substance acceptable to OBDD.

City shall comply or ensure compliance with ORS 280.518 requiring public display of information on lottery funding of the Project. At a minimum City shall require the Company to:

- (a) Include the following statement, prominently placed on all plans, reports, bid documents and advertisements relating to the Project if paid using the Grant funds: "This project was funded in part with a financial award from the Oregon State Lottery and administered by the Oregon Business Development Department"; and
- (b) For construction funded in whole or in part by the Grant funds, post a sign, provided by OBDD, at the project site or, if more than one site is included in the Project, at a site visible to the general public stating that the Project is being funded by lottery proceeds.

AGREEMENT FOR DISBURSEMENT OF PROCEEDS FROM OBDD GRANT

This Agreement for Disbursement of Proceeds from OBDD Grant (this "Agreement") is entered into as of this 22nd day of August, 2017 (the "Effective Date"), between the City of Warrenton, Oregon, a municipal corporation ("City"), and Pacific Coast Seafoods Company, an Oregon corporation ("Pacific Coast").

Recitals

A. The State of Oregon, acting by and through its Oregon Business Development Department ("State" or "OBDD") and City intend to enter into a certain Intergovernmental Grant Agreement No. RS1612 (the "IGA") contemporaneously with the execution of this Agreement, which, among other things, will govern the disbursement of a \$150,000 grant from OBDD to City (the "Grant") that will be used to reimburse Pacific Coast for costs and expenses incurred by Pacific Coast in connection with the construction of a new seafood processing facility in Warrenton, Oregon (the "Project").

B. The purposes of this Agreement are (i) to provide a procedure pursuant to which Pacific Coast may apply for and receive disbursements from City from Grant funds received by City from OBDD to reimburse Pacific Coast for certain portions of costs and expenses incurred by Pacific in connection with the Project, and (ii) to provide City with certain indemnifications and other protections to ensure that Pacific Coast performs its obligations relating to City's responsibilities under the IGA.

C. Capitalized terms used in this Agreement that are not otherwise defined in this Agreement shall have the same meanings as set forth in the IGA.

Agreement

Now, therefore, in consideration of the mutual covenants and promises of City and Pacific Coast contained herein, and for certain other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by City and Pacific Coast, City and Pacific Coast hereby agree as follows:

1. Disbursement Procedures. Pacific Coast may, from time to time, submit to City written requests for reimbursement of the reasonable costs and expenses incurred by Pacific Coast in connection with the Project, in accordance with the IGA. (Each such reimbursement request shall hereinafter be referred to as a "Reimbursement Request.") Reimbursement Requests may not be submitted to City more than once per calendar month. Each Reimbursement Request shall be accompanied by copies of all invoices and other relevant documents, together with a written certification by Pacific Coast evidencing that the work for which reimbursement is being sought was in fact performed in connection with the Project and that Pacific Coast has paid the amounts for which reimbursement is being requested. Within fifteen (15) business days after City's receipt from Pacific Coast of a Reimbursement Request that satisfies the above-described conditions, City shall submit to OBDD an OBDD-provided or OBDD-approved disbursement request form requesting payment from the Grant of the amounts requested by Pacific Coast in the Reimbursement Request, provided that the sum of (a) the amount requested in the Reimbursement Request and (b) the amounts previously received by

Pacific Coast in connection with prior Reimbursement Requests shall not exceed the amount of the Grant.

2. Prevailing Wage. In recognition of City's obligations under Section 6 of Exhibit A to the IGA, Pacific Coast shall, in connection with the Project, comply with the prevailing wage requirements set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (the "Prevailing Wage Rate Law"). Pacific Coast and its contractors and subcontractors shall, in connection with the Project, pay the applicable prevailing wage rate and comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the Prevailing Wage Rate Law, including on all contracts and subcontracts. Pacific Coast shall not contract with any contractor on the BOLI current *List of Contractors Ineligible to Receive Public Works Contracts*.

3. Reporting; Notifications. In recognition of City's obligations under Section 7 of Exhibit A to the IGA, Pacific Coast shall (a) cooperate with City in preparing and providing to OBDD a final project completion report on a form provided by OBDD and in substance acceptable to OBDD, (b) include in a prominent place on all plans, reports, bid documents, and advertisements prepared after the Effective Date of this Agreement that relate to those portions of the Project paid for with the use of Grant funds, the following statement: "This project was funded in part with a financial award from the Oregon State Lottery and administered by the Oregon Business Development Department," and (c) during the pendency of construction of the Project that is funded in whole or in part by Grant funds, post a sign (if a sign is provided by OBDD) at a site visible to the general public, stating that the Project is being funded by lottery proceeds.

4. Job Retention and Maintenance.

(a) In recognition of City's obligations under Section 3 of Exhibit A to the IGA, Pacific Coast, or an affiliate of Pacific Coast, shall retain at least 106 full-time equivalent jobs ("FTEs") at the New Plant, and maintain those FTEs for a continuous two-year period beginning on the earlier of January 1, 2019, or the first day of the first full calendar quarter following commencement of operations at the New Plant (the "Maintenance Period"). If at least 106 FTEs are not maintained for the Maintenance Period, Pacific Coast shall repay to OBDD, upon OBDD's demand after the end of the Maintenance Period, the following amount: the amount of the Grant disbursed to City and received by Pacific Coast, divided by 106, which quotient shall be multiplied by the difference between 106 and the number of FTEs maintained by Pacific Coast for the Maintenance Period. For example, if the sum of \$150,000 is disbursed to City and received by Pacific Coast and the number of FTEs maintained by Pacific Coast for the Maintenance Period is 102, Pacific Coast shall repay to OBDD the sum of \$5,660.36 ($\$150,000 \div 106 = \$1,415.09$; $106 - 102 = 4$; $4 \times \$1,415.09 = \$5,660.36$). For purposes of this Agreement, one FTE is equal to 3,640 hours worked during the Maintenance Period. "Hours worked" for an employee means all hours that the employee worked, if the employee is paid for those hours. "Hours worked" does not include vacation time, sick leave or any other paid time where no work is performed. To determine the number of FTEs maintained during the Maintenance Period, the total number of hours worked by all employees at the New Plant during the Maintenance Period shall be divided by 3,640. For example, if the total number of hours

worked by all employees at the New Plant during the Maintenance Period is 378,560, the number of FTEs will be deemed to be 104.

(b) Notwithstanding the foregoing provisions of this Section 4, if seafood processing operations at the New Plant are suspended or substantially curtailed during the Maintenance Period as a result of a Force Majeure Event, the Maintenance Period will be extended by an amount equal to the duration of the suspension or substantial curtailment (a "Maintenance Period Extension") and hours worked during the suspension or substantial curtailment will not be considered hours worked for purposes of calculating the number of jobs retained and maintained; provided, however, that the cumulative length of all Maintenance Period Extensions may not exceed five years. A "Force Majeure Event" is (i) a natural disaster, (ii) severe weather conditions, (iii) fire or other casualty, (iv) climate change, (v) lack of fish or harvesting resources, (vi) new governmental regulations, (vii) civil unrest, (viii) strikes or labor disputes, (ix) lack of eligible workers, or (x) any other circumstances that are beyond the reasonable control of Pacific Coast to prevent. Pacific Coast shall notify City and OBDD of a suspension or substantial curtailment of seafood processing operations at the New Plant as a result of a Force Majeure Event promptly after the beginning and end thereof.

(c) Upon the reasonable request of OBDD or City, Pacific Coast shall provide the requesting party with documents and other information relating to the number of hours worked during the Maintenance Period by employees of Pacific Coast.

5. Continued Operation of the New Plant. In recognition of City's obligations under Section 4 of Exhibit A to the IGA, Pacific Coast and any future owner of the New Plant shall operate the New Plant as a seafood processing facility for a cumulative period of no fewer than ten (10) years during the fifteen (15)-year period beginning on the earlier of January 1, 2019, or the commencement of operations at the New Plant (the "Operations Period"). In addition to Pacific Coast's repayment obligation described in Section 4(a) above, unless OBDD otherwise agrees in writing, if the New Plant is not operated as a seafood processing facility for a cumulative total of no fewer than ten (10) years during the Operations Period, Pacific Coast shall repay to OBDD, upon OBDD's request made after expiration of the Operations Period, an amount equal to (i) ten (10) less the number of years (including the fraction of any partial year) in which the New Plant was operated as a seafood processing facility during the Operations Period, (ii) multiplied by ten percent (10%) of the amount of the Grant disbursed to City and received by Pacific Coast. For example, if during the Operations Period the New Plant is operated as a seafood processing facility for eight and one-half years, and assuming that the full Grant of \$150,000 was disbursed to City and received by Pacific Coast, Pacific Coast shall pay to OBDD, upon OBDD's demand made after the expiration of the Operations Period, the sum of \$22,500 (1.5 years x \$15,000). For purposes of this Agreement, the calculation of the number of years for which the New Plant is operated as a seafood processing facility shall be on a cumulative basis, such that any partial years of such use shall be added together and a year shall consist of 365 days.

6. Third-Party Beneficiary. In recognition of City's obligations under the third paragraph of Section 2 of Exhibit A to the IGA, City and Pacific Coast agree that (a) OBDD is an intended third-party beneficiary of Pacific Coast's obligations under this Agreement and shall

have the right to enforce such obligations directly against Pacific Coast, and (b) City may assign to OBDD its rights under this Agreement.

7. Indemnification. Pacific Coast shall indemnify City for, hold City harmless from, and defend City (with counsel reasonably satisfactory to City) against claims by the State arising from Pacific Coast's breach of or failure to comply with this Agreement or from Pacific Coast's failure to comply with any applicable laws in connection with the Project.

8. Pacific Coast's Payment Obligations. Without limiting the generality of Section 7 above, Pacific Coast shall pay to City or the State, upon City's demand, all amounts received by City from the State under the IGA and disbursed by City to Pacific Coast that City is obligated to repay the State pursuant to Section 8 of the IGA or Section 3 or 4 of Exhibit A to the IGA, provided that such repayment obligation of City does not arise or result from City's intentional misconduct.

9. Notice of Defaults. City shall notify Pacific Coast of any notice of any breach or default that City receives from the State under the IGA promptly after City's receipt of the same. City agrees Pacific Coast may cure any default by City under the IGA, as set forth in Section 8 of the IGA.

10. The State's Demand for Repayment of Grant Funds. City shall promptly notify Pacific Coast if the State makes a demand or claim against City for the repayment of all or any portion of the Grant funds received by City and disbursed to Pacific Coast, including without limitation any demand or claim under Section 8 of the IGA or Section 3 or Section 4 of Exhibit A to the IGA (a "Repayment Claim"). City shall provide Pacific Coast with any documents delivered by the State to City in connection with a Repayment Claim promptly after City's receipt of the same. Pacific Coast shall have the right to act on behalf of City, at no cost or expense to City, in defending, contesting, challenging, or opposing such Repayment Claim, which actions may include, without limitation, exercising such rights, making such claims (which may include, without limitation, the filing of a lawsuit or appearing on behalf of City in a lawsuit), and/or raising such defenses that City would be entitled to exercise, make, or raise. City agrees to reasonably cooperate with Pacific Coast, at no out-of-pocket cost or expense to City, in the event Pacific Coast chooses to defend, contest, challenge, or oppose such demand or claim, or if the State fails to make a disbursement to City in breach or violation of the Grant Agreement and Pacific Coast elects to challenge or contest such failure. Such cooperation may include, without limitation, City's assignment to Pacific Coast of City's rights under the IGA, provided that OBDD consents to such assignment pursuant to Section 4 of the IGA; and City agrees to request the consent of OBDD to such an assignment upon Pacific Coast's written request.

11. Successors and Assigns. If Pacific Coast sells or otherwise transfers fee ownership of the New Plant during the Operations Period, Pacific Coast shall be responsible for ensuring that any future owners of the New Plant comply with Pacific Coast's duties and obligations under Sections 2, 3, and 4(c) of this Agreement through the end of the Operations Period. This Agreement shall bind and inure to the benefit of Pacific Coast's successors in interest.

12. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed given on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed given three (3) business days after deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed given one business day after deposit with such courier. Notices shall be given at the following addresses:

To the City: Linda Engbretson
City Manager
225 S. Main Avenue
P.O. Box 250
Warrenton, Oregon 97146

With a copy to: Paul C. Elsner
Beery Elsner & Hammond, LLP
1750 S.W. Harbor Way, Suite 380
Portland, Oregon 97201

To Pacific Coast: c/o Pacific Seafood Co.
Attn: General Counsel
16797 S.E. 130th Avenue
P.O. Box 97
Clackamas, Oregon 97015-0097

With a copy to: James F. Dulcich
Schwabe, Williamson & Wyatt, P.C.
1211 S.W. Fifth Avenue, Suite 1900
Portland, Oregon 97204

Notice of change of address shall be given by written notice in the manner detailed in this Section 12. Notices may be given by a party or a party's attorney or agent.

13. Reimbursement of City's Administrative Expenses. Pacific Coast shall from time to time (and in no event more than once each calendar month) reimburse City for City's reasonable costs and expenses incurred in connection with the City's administration of the Grant pursuant to the IGA and this Agreement, including without limitation out-of-pocket costs and employee time at a reasonable hourly rate; provided, however, that in no event shall Pacific Coast be obligated to reimburse City an aggregate amount in excess of \$75,000 for the costs and expenses incurred by City in connection with the administration of (a) the Grant and (b) that certain grant provided to City by the State of Oregon, acting by and through its Department of Administrative Services ("DAS"), pursuant to that certain State of Oregon Lottery Revenue Bonds Grant Agreement that has been or will be entered into between the State of Oregon, acting by and through DAS, and City. Such reimbursement shall be made by Pacific Coast within thirty (30) days after Pacific Coast's receipt of City's written request for payment, which request

shall include copies of invoices, receipts, statements, and other reasonable documentation evidencing that such costs or expenses (or employee time) were incurred. In no event shall Pacific Coast have any obligation to reimburse City for the legal costs and expenses, including without limitation attorney fees, incurred by City in connection with the negotiation and/or preparation of this Agreement or the IGA.

14. No Control over the Design and Construction of the New Plant. Nothing contained in this Agreement gives City the right or obligation to direct or control the design or construction of the New Plant; any rights of City relating to the design or construction of the New Plant shall be derived solely from the Warrenton Municipal Code and other applicable laws.

15. Headings. Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the parties and are not part of this Agreement.

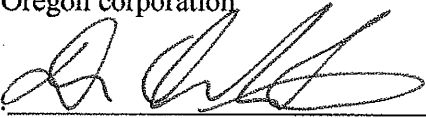
16. Interpretation. This Agreement has been fully reviewed by City and Pacific Coast and their counsel and shall not be strictly or adversely construed against the drafter; the parties agree that this Agreement shall be construed as if both parties were equally responsible for drafting it.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same agreement.

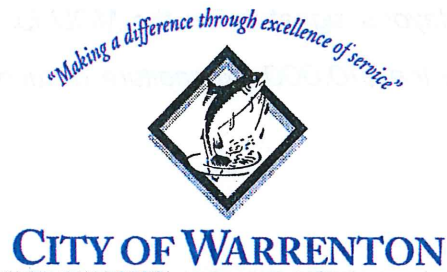
CITY OF WARRENTON, a municipal
corporation

By: _____
Henry Balensifer III, Mayor

PACIFIC COAST SEAFOODS COMPANY,
an Oregon corporation

By:  _____
Daniel Occhipinti, General Counsel

7-D



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: Sept. 12, 2017
SUBJ: Consideration of Memorandum of Understanding for Clatsop County
Housing Study

IN SUMMARY

As you are all aware, housing has been a hot topic for the past couple of years. Recently, at the joint County – Cities' meeting in May a county-wide housing study was discussed, and the attached MOU is a follow up to move forward with a housing study for Clatsop County, similar to that which was recently completed for Tillamook County. The County will provide up to \$50,000 and is requesting each municipality – Warrenton, Astoria, Gearhart, Seaside, and Cannon Beach contribute \$10,000. I have attached a copy of the Tillamook County Study.

Warrenton is the fastest growing city in the County and likely to be where the majority of housing growth will take place. Community Development Director Skip Urling and I discussed the information and recommendations such a study may provide Warrenton moving forward. At a cost of \$10,000, I believe this is a great opportunity to gain information not only for Warrenton but the entire region.

RECOMMENDATION/SUGGESTED MOTION

" I move to authorize the Mayor's signature on the MOU for the Clatsop County Housing Study and approve the \$10,000 expenditure of funds from General Fund Professional Services."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

We did budget some wiggle room in General Fund Professional Services for FY 2017-2018 for this type of unexpected need.

**MEMORANDUM OF UNDERSTANDING
FOR CLATSOP COUNTY HOUSING STUDY**

This Memorandum of Understanding is made this ____ day of _____, 2017 between **Clatsop County** a political subdivision of the State of Oregon, the **City of Cannon Beach**, an Oregon municipal corporation, the **City of Seaside**, an Oregon municipal corporation, the **City of Gearhart**, an Oregon municipal corporation, the **City of Warrenton**, an Oregon municipal corporation, and the **City of Astoria**, an Oregon municipal corporation.

RECITALS

Clatsop County is currently experiencing a severe housing shortage for all types of housing. The lack of housing options is creating barriers to continued economic growth. Existing businesses are struggling to retain and attract employees because they either cannot find housing or cannot afford the housing that might be available. Starting new businesses or attracting business from elsewhere is extremely challenging as business owners are concerned that they will not be able to attract and retain the workforce necessary for their success if there is not an adequate supply of affordable housing. Any significant expansion of historical employers such as the U.S. Coast Guard may be derailed if we cannot demonstrate that Clatsop County can offer an adequate supply of housing.

Therefore, the Parties agree as follows:

Clatsop County will issue a Request for Proposal (RFP) to hire a consultant to assist in understanding the type, size, location and price of housing needed to meet the current and future needs of Clatsop County residents as well as the market forces, regulations and local barriers that impact housing development in Clatsop County. County will provide each city an opportunity to review the RFP and comment prior to publication. Each city may provide a representative to serve on the interview panel for the consultant selection.

It is expected the consultant will work with all cities and the county regarding the housing needs of the area. All parties agree to designate a representative to serve on the Steering Committee that will oversee this project and provide the consultant with necessary documents and staff interviews needed to address the housing concerns of that jurisdiction.

The parties will each contribute funds to the cost of the consultant. It is expected the consultancy contract will cost approximately \$100,000. Clatsop County agrees to hire the consultant and pay 50% of the cost. Each of the cities agree to contribute one-tenth of the cost, up to a total per city of \$10,000. Cities contribution will be made after the contract is let, and within 30 days after County requests payment of the contributions.

All results of the consultant's study will be provided to cities. Consultant will give presentations to Cities as agreed between the parties.

This agreement will remain in effect until terminated, and may be terminated on 180 days' written notice from one party to the others.

This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**CLATSOP COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: **Scott Lee, Chair**

CITY OF CANNON BEACH

By:
Title:

CITY OF GEARHART

By:
Title:

CITY OF ASTORIA

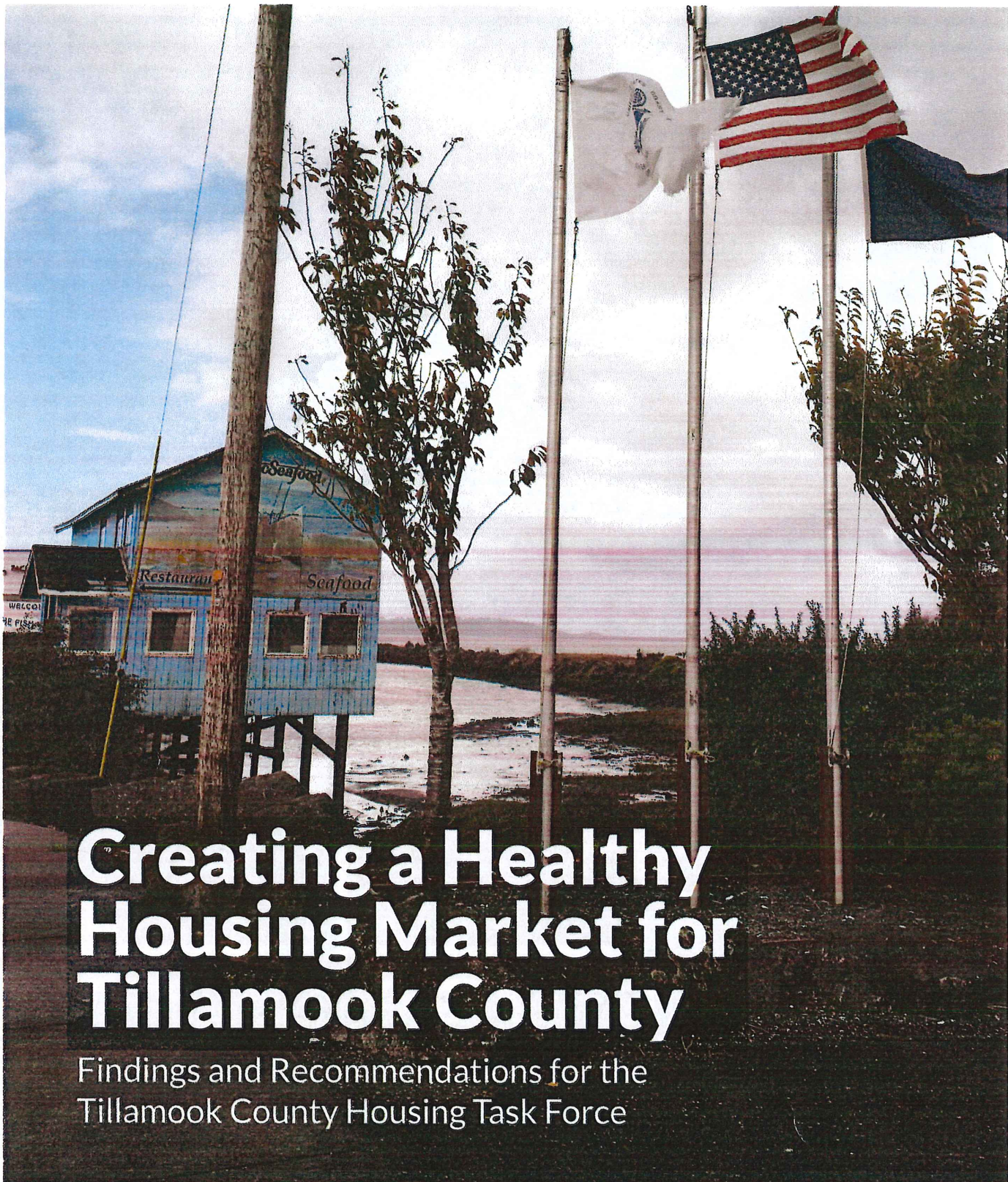
By:
Title:

CITY OF SEASIDE

By:
Title:

CITY OF WARRENTON

By:
Title:



Creating a Healthy Housing Market for Tillamook County

Findings and Recommendations for the Tillamook County Housing Task Force



czb for the County of Tillamook, OR
MARCH 2017

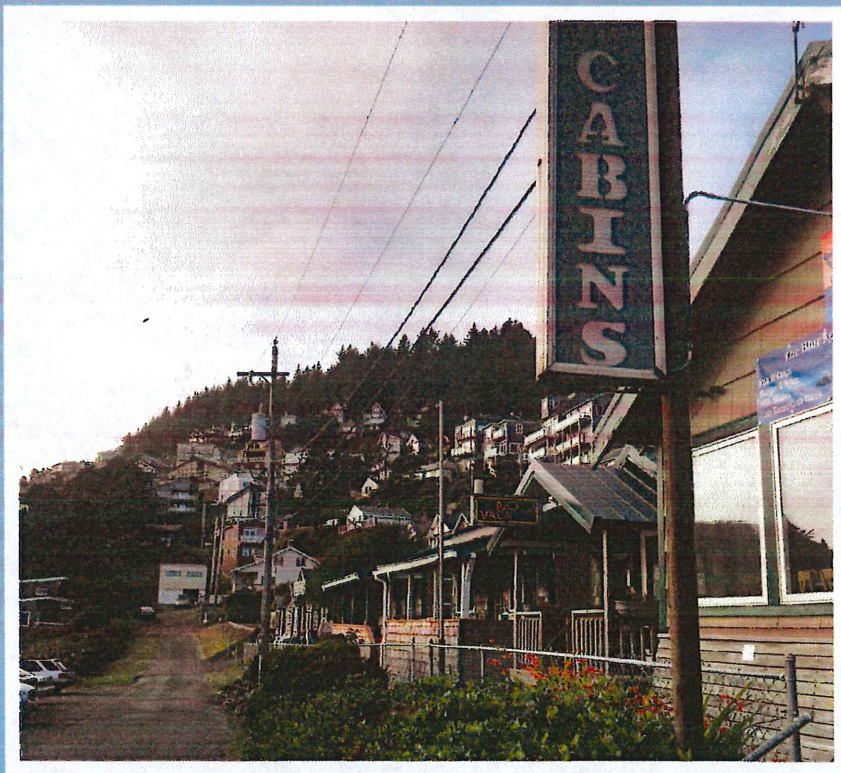
Creating a Healthy Housing Market for Tillamook County

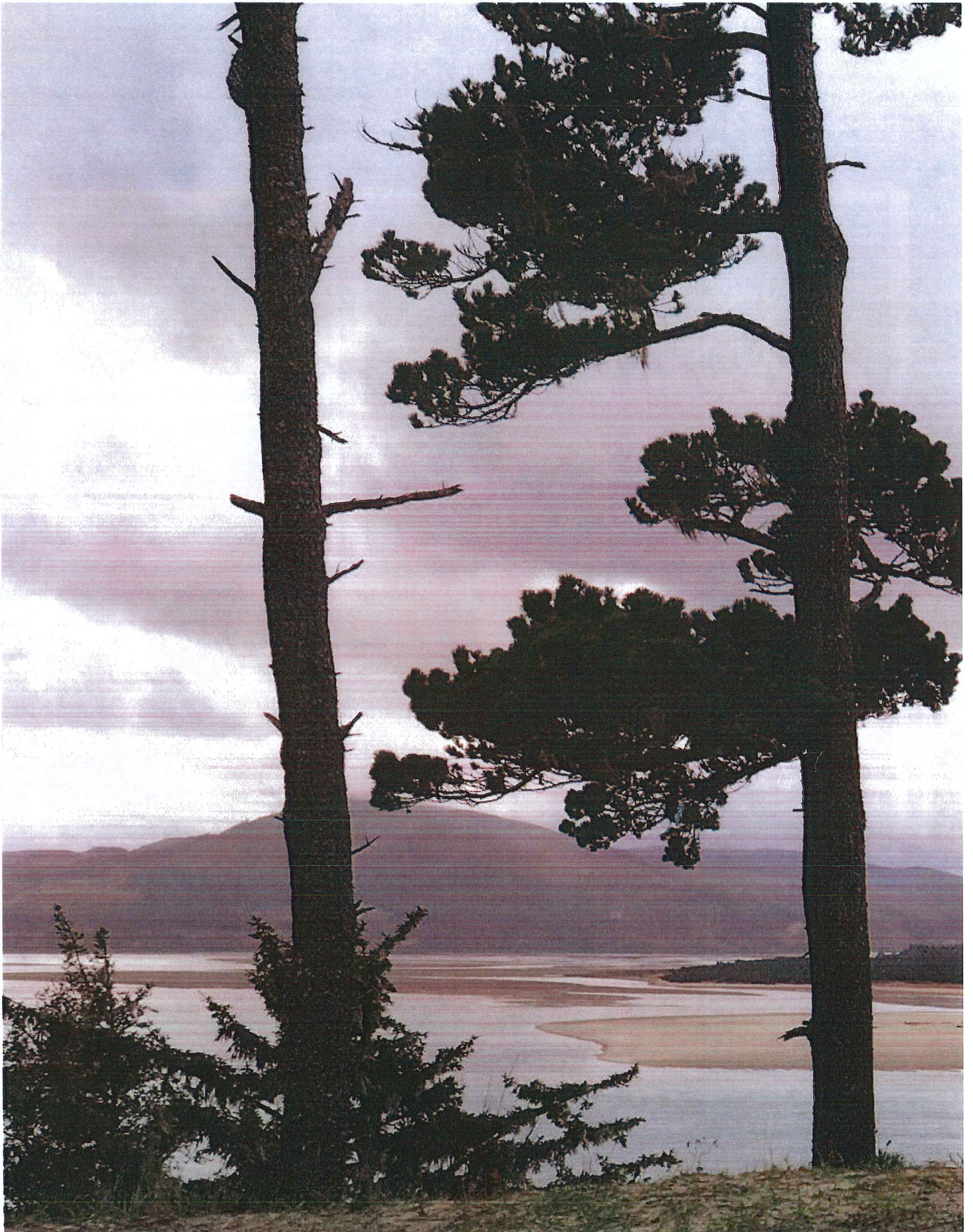
Findings and Recommendations for the Tillamook County Housing Task Force

- 6 Part I:
Current Conditions
- 20 Part 2:
Recommendations
- 36 Appendix



MARCH 2017







INTRODUCTION

For generations, Tillamook County has been one of America's best-kept secrets.

Its lowland physical beauty and postcard-worthy coastal towns have made it perfect for farming and small town family life, with nearly unparalleled access to the outdoors. Vacationers and other visitors, upon seeing what life has to offer in Tillamook County, have made a habit of staying and putting down roots.

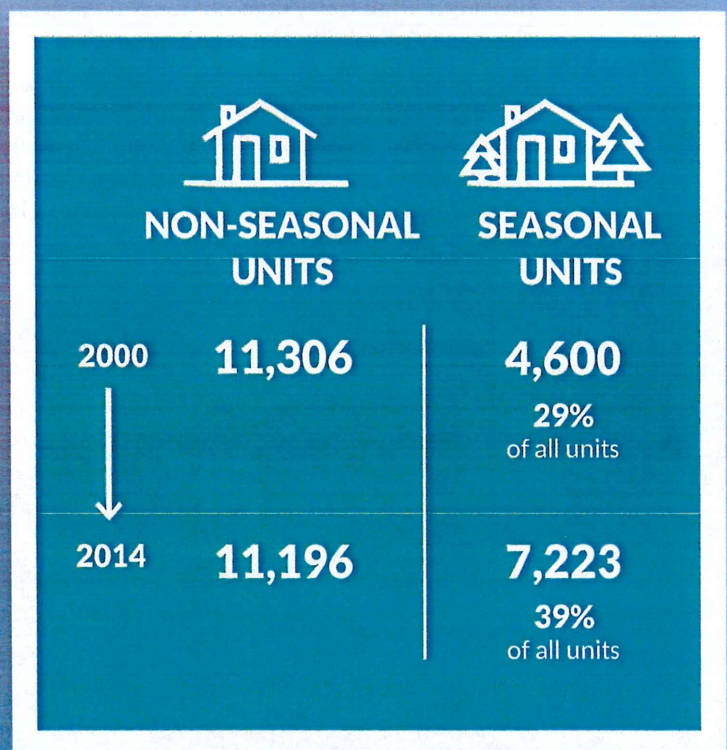
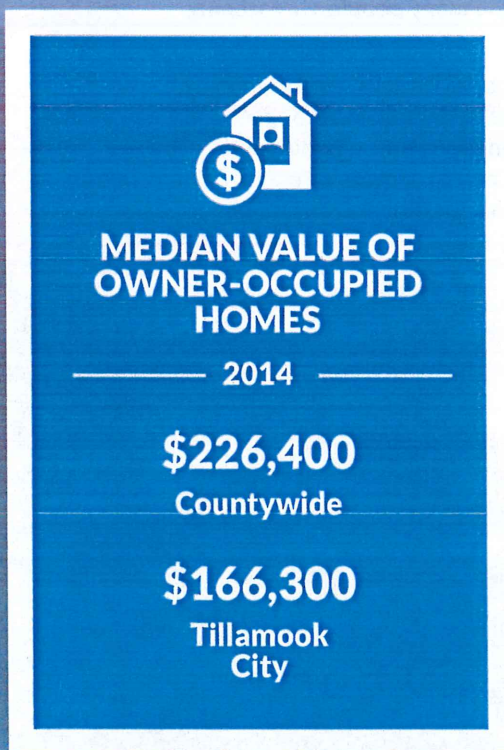
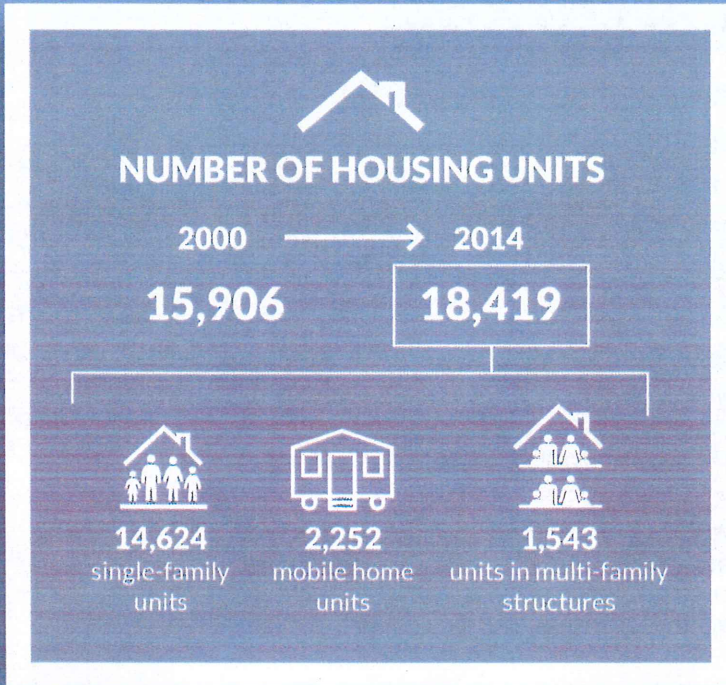
Fishing and oystering, logging, dairy farming, and small town commerce have long defined life in the *land of many waters*. More than a hundred years ago, a cooperative approach to business was established, connecting profit to the land, Tillamook City to the surrounding countryside, and everyone to a pace and tempo unique to the Oregon coast.

Homes and incomes have historically been modest and, owing to location, Tillamook's rural and somewhat isolated country life has been a contributing factor in the longstanding balance struck between the cost of a home and the incomes that could be earned - whether as a clerk, contractor, farm hand, or accountant.

Regrettably, this is no longer the case. For many reasons, the Tillamook County housing market today does not function well for far too many people, threatening the county's livability and economic vitality.

This report culminates a six-month effort between the Tillamook County Housing Task Force, housing strategy consultant czb, and stakeholders from throughout the county to understand how the housing market functions today, to pinpoint which factors are contributing to critical imbalances, and to provide direction for moving forward in ways that will achieve a healthier housing market and a stronger community.

Housing by the numbers in Tillamook County





MEDIAN GROSS RENT

2014

\$821 Countywide
\$747 Tillamook City



RENTED UNITS BY TYPE

2014
2,991



55%
single-family units



15%
mobile home units



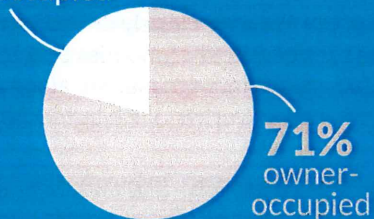
30%
units in multi-family structures



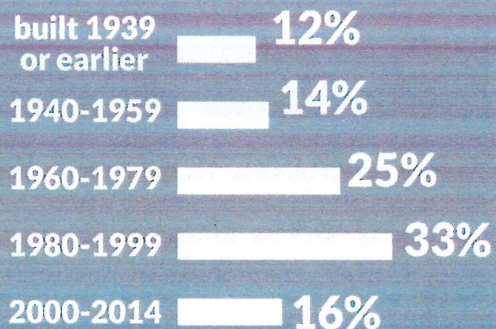
TENURE OF OCCUPIED (AND NON-SEASONAL) UNITS

2014

29% → **40%** of rented units are in Tillamook City
renter-occupied



AGE OF HOUSING



PART I

Current Conditions

Multiple inter-related factors have contributed to a state of imbalance in Tillamook County's housing market – a condition that is expressed by some distinct patterns and trends. The following five storylines interpret these patterns and trends to build an understanding of the problems that need to be solved and how to think about solving them.

1

Two distinct markets

The Tillamook County housing market can be divided into two distinct parts

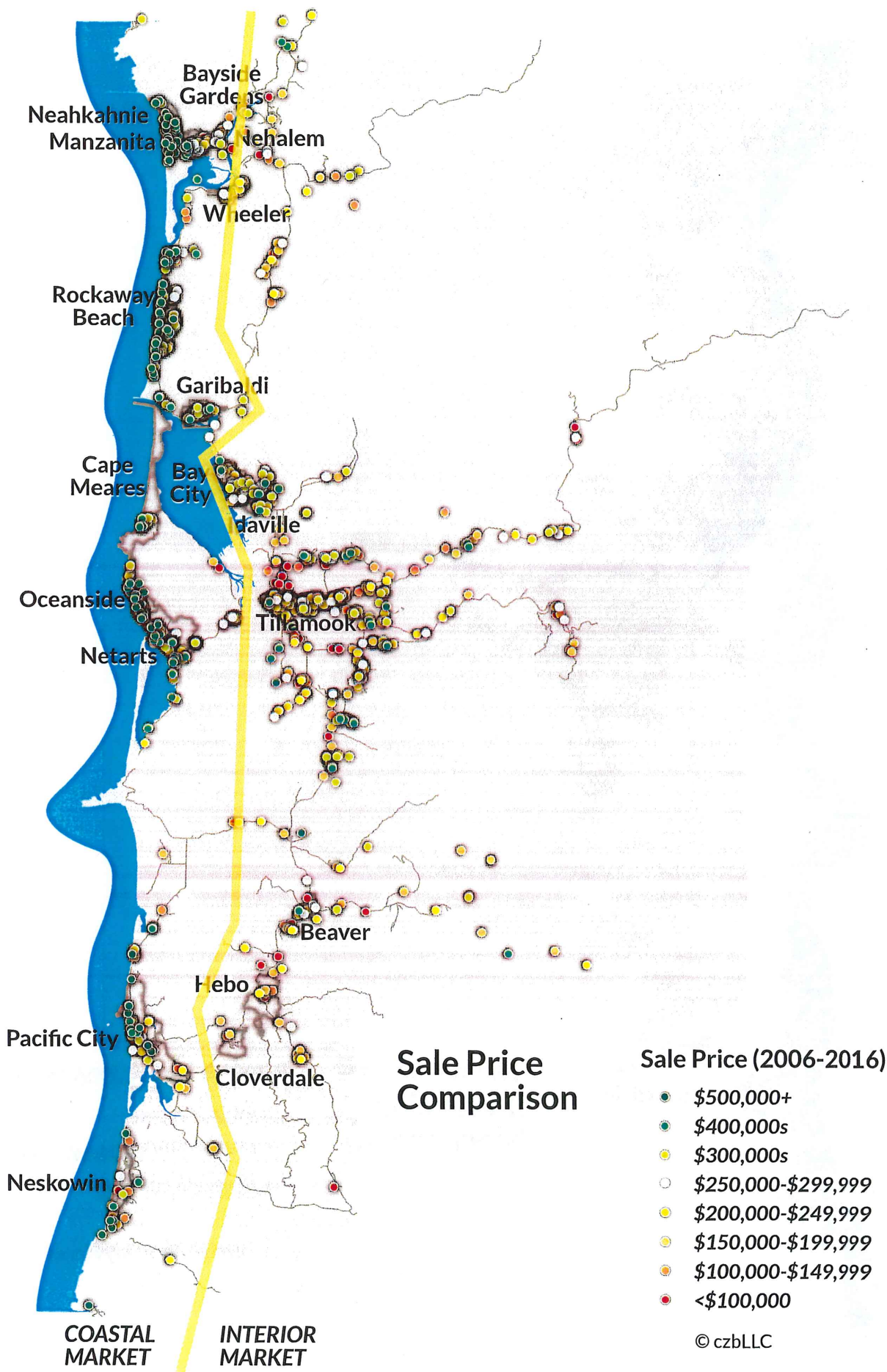
1. A coastal market where homes sold between 2006 and 2016 were often priced well above \$200,000 and frequently purchased with cash. This market can generally be described as strong.
2. An interior market, concentrated largely around Tillamook and other cities, where homes sold, by and large, for less than \$200,000 during the same period, often with assistance from conventional or subsidized loans. This market can in many ways be described as weak and in need of revitalization – with demand that is sufficient to keep vacancy low and prices stable, but not sufficient to stimulate healthy levels of reinvestment and the development of new housing products.

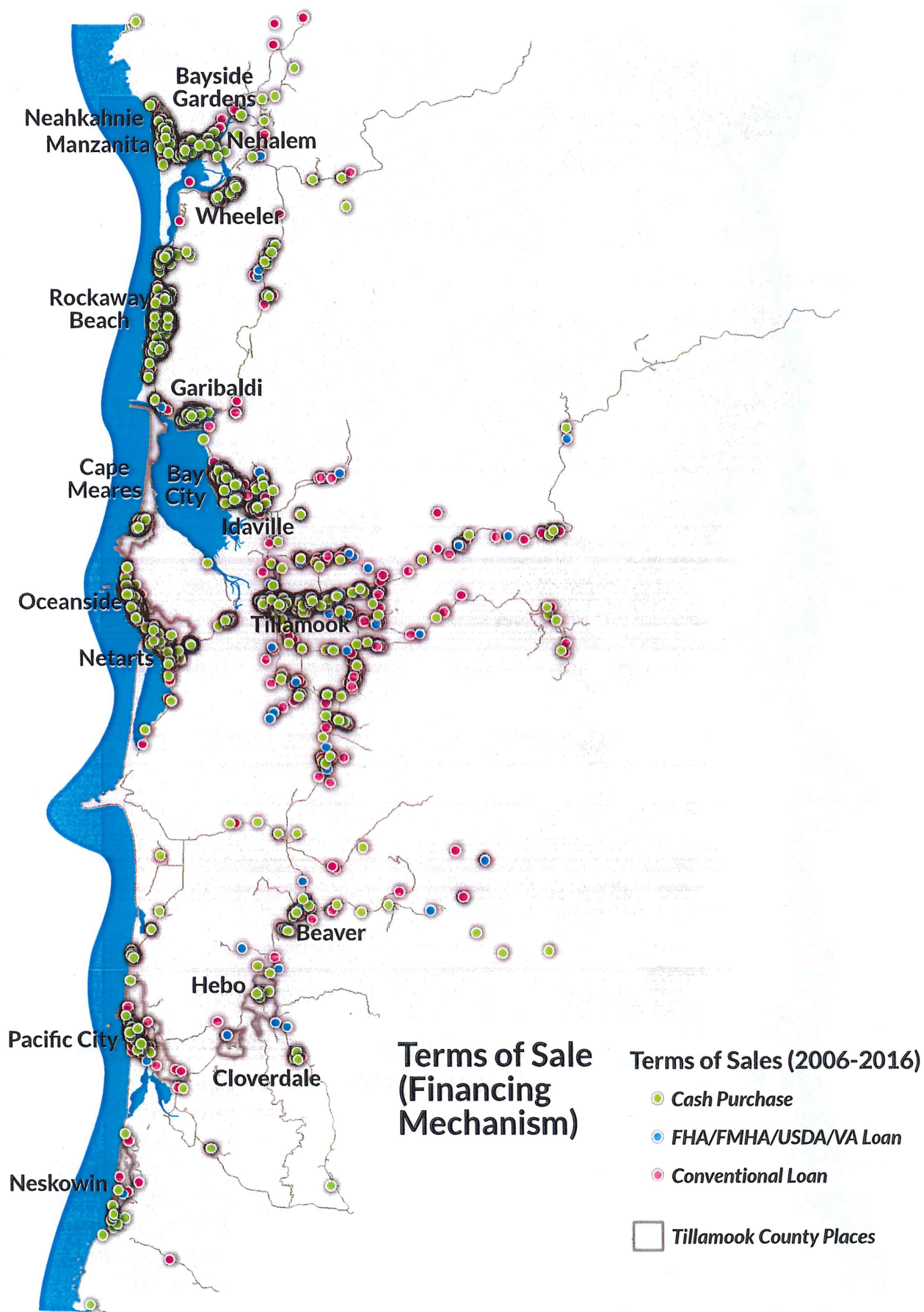
IMPLICATIONS ON HOUSING MARKET HEALTH

These two markets may feel and seem isolated from one another, but they are closely linked. Higher-end seasonal homes in the coastal market help drive tourism- and service-based economies that rely on low-wage workers. To find local housing, those workers must look to the interior market, along with those employed by the agricultural economy, and middle-wage year-round workers such as teachers and nurses.

Housing supply in the interior market is strained by competition from these low- and middle-wage workers – and the strain is exacerbated by units that are now rented through airbnb and other sites geared to the tourist market. This takes many units out of play for local households that rent.

In addition, these two markets are influenced by Tillamook County's proximity to Portland – which supplies demand for the second-home market, tourist rentals, and the tourism sector.





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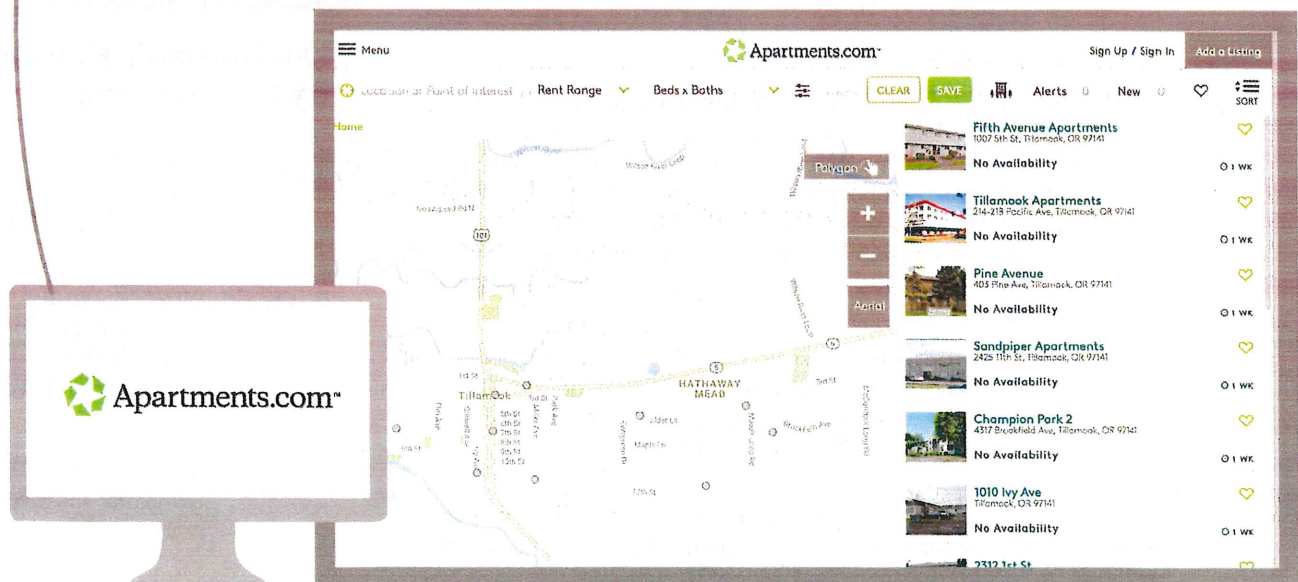
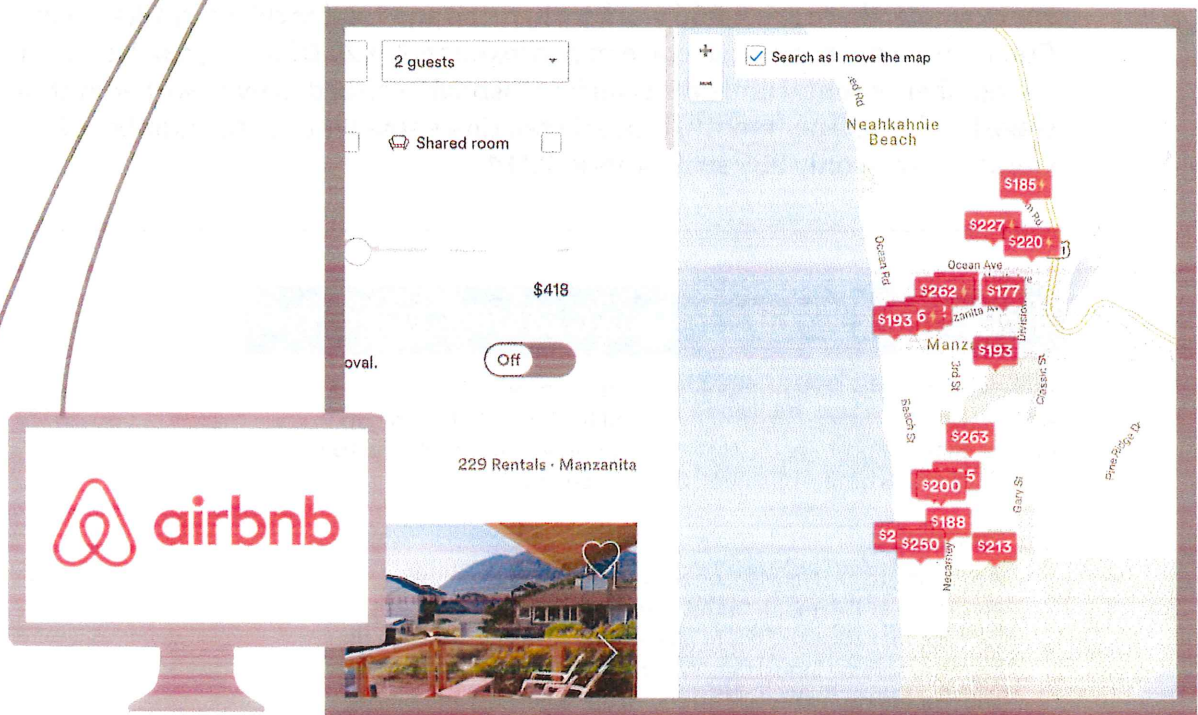
Comparison of Tourist Market (short-term rentals) and Yearly Rental Market (long-term rentals)

airbnb and Apartments.com rental average

\$2,000-\$3,000/mo.

compares to Median Gross Rent in the county of \$821/mo

**These values are based on Web searches in October 2016; average monthly rentals may rise or fall depending on the month and season.*



A low-wage economy

Tourism and agriculture – two closely linked industries in Tillamook County – are critical components of the economy. And both require workforces that have traditionally been paid low wages and are finding it increasingly difficult to find decent, affordable housing in the county.

For example, there are 2,266 workers in retail and food services in Tillamook County earning an average wage of approximately \$20,000 per year. However, the number of rental units that can be reasonably afforded by a worker at that wage level (\$500 per month) is nearly ten times smaller than the number of workers – with only 239 such units in 2014.

IMPLICATIONS ON HOUSING MARKET HEALTH

In the absence of sufficient supply to meet the needs of low-wage workers, those workers are usually forced to choose between two options that compromise the well-being of their households and the competitiveness of the Tillamook County economy.

Commuting

According to OnTheMap, one-third of the 7,972 people employed in Tillamook County live outside the county. But that number rises to 56% of all people who fill positions in the county's service industries. While some may prefer to live in another county, many are forced to do so because of housing availability and pricing.

Unaffordability

Others end up living in Tillamook County at prices that exceed the standard affordability threshold of 30% of income. Among households that earn up to \$20,000, 92% pay more than 30% of their income on rent or mortgage payments. The same is true for 70% of those earning between \$20,000 and \$34,999 – up from just 25% in 2000. This strains household finances and limits discretionary spending on goods and services within the local economy.

This lack of affordability can be translated into a current housing gap for the county: in 2014, there were 437 fewer rental units affordable to households making under \$25,000 than there are households in that range who currently rent.

Both of these options make it harder to work and live in Tillamook County for those making low wages – which, in turn, makes it more difficult for local business to find and retain workers.

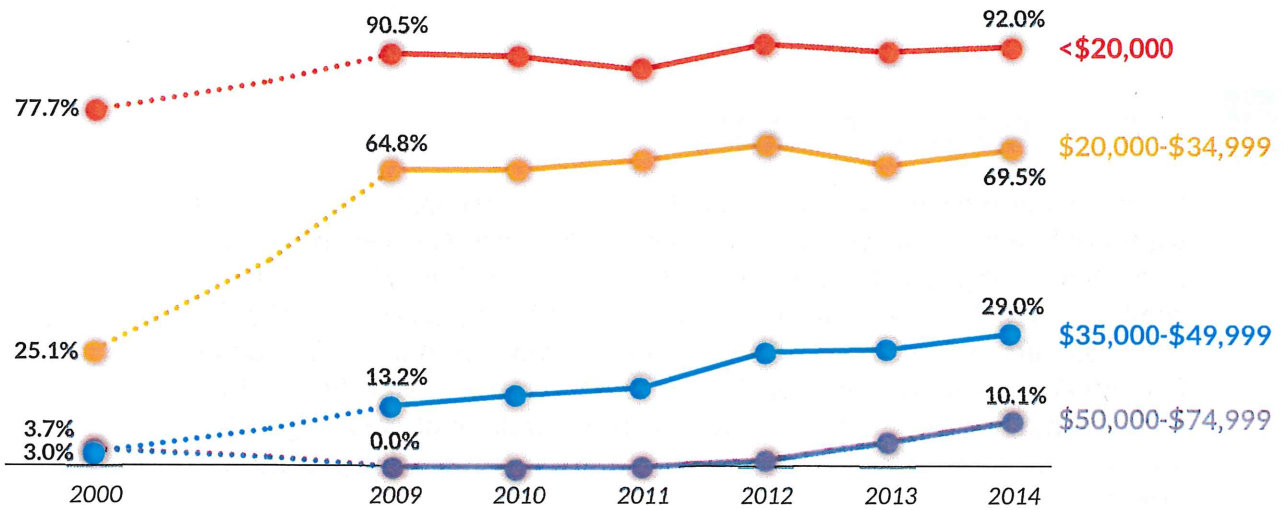
Unaffordable Housing By the Numbers

1,441 Number of households making under \$25,000

1,004 Number of housing units affordable to households making under \$25,000

-437 Gap in affordable units for low-wage households

% of Renters with Unaffordable (>30% of Income) Costs in Tillamook County by Income, 2009-2014



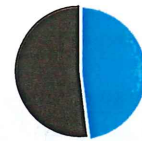
JOBS

10,435 Jobs in Tillamook County
7,972 Employees living in Tillamook County
-2,463 Net Job OUTFLOW

COMMUTING

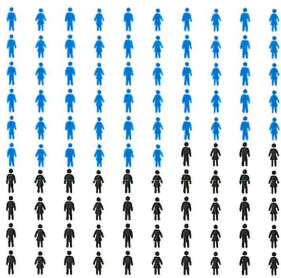
Tillamook County residents who...

52%
work **WITHIN**
the county

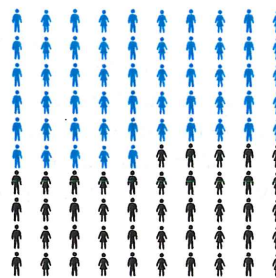


48%
work **OUTSIDE**
the county

WHO ARE MOST IMPACTED?



56%
of service workers are
employed in Tillamook
County and live
outside the county



55%
of service workers
live in Tillamook
County and work
outside the county

SPATIAL MISMATCH

Job opportunities for low-income people are far away from where they live.

Those with the least money have fewer housing choices and travel disproportionately further for work.

3

Scarce land supply

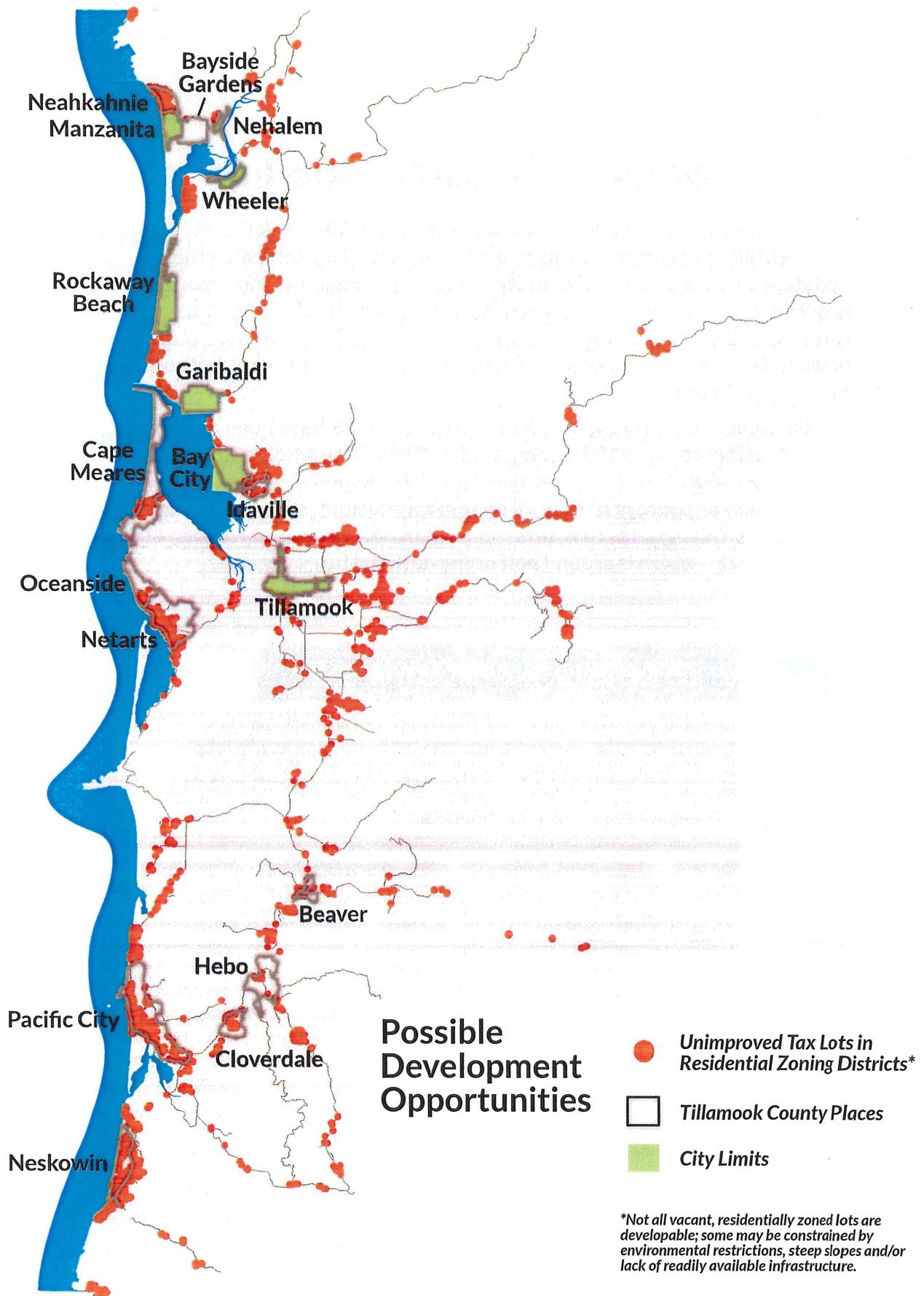
In a county gifted with natural beauty there are many constraints upon the supply of buildable land; steep slopes, wetlands, coastal protection areas, floodplains, and protected forestlands to name a few. These limitations combined with Oregon's Land Conservation and Development Act of 1973 can have a significant impact on Tillamook County's housing market. The Urban Growth Boundaries required by the law have, on the one hand, helped to preserve the county's rural character and the sustainability of its agricultural sector – especially dairy farming. Farming and food processing provide jobs and draw tourists.

On the other hand, the environmentally protected lands and these boundaries constrain land supply, which may increase land prices and the land cost per unit of housing, and dampen production of units in lower price ranges where profit margins are often infeasibly small. The impact comes full circle when workers whose jobs are based on the value generated through land preservation find it difficult to obtain decent, affordable housing.

IMPLICATIONS ON HOUSING MARKET HEALTH

The land scarcity created by these environmental lands and Urban Growth Boundaries need not be a double-edged sword. The simple solution to scarce land supply and unmet demand is density – achieved by building more units per acre on land within the Urban Growth Boundary.

The technical part of this solution is a matter of up-zoning the allowable density of select parts of Tillamook County. But there is an adaptive part of this solution as well: overcoming an inclination see “density” as out-of-sync with Tillamook county's lifestyle and the historical demand for detached single-family dwellings. The key is to view an increase in density as a way to expand, not limit, housing options and variety in the county – and as a way to boost the vibrancy and vitality of the county's cities.



Possible Development Opportunities

- Unimproved Tax Lots in Residential Zoning Districts*
- Tillamook County Places
- City Limits

**Not all vacant, residentially zoned lots are developable; some may be constrained by environmental restrictions, steep slopes and/or lack of readily available infrastructure.*

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4

Few options for housing mobility

At any given moment, there are households within Tillamook County looking to move within the market – to upgrade or downsize to better match their needs and stage in life. Due to land scarcity, a low-wage economy, and a marketplace heavily influenced by seasonal housing and tourism, this is difficult to do, resulting in low levels of turnover and household mobility. In short, many households in the county seem to be stuck in their current home because their options are limited.

In Tillamook County today, fully half of all households have been living in their current residence since 1999, compared to 42% of households statewide. Between 2006 and 2016, an average of just 216 single-family homes sold annually, and an average of only 29 manufactured homes sold each year during this stretch. This equates to a turnover pace of 3% of all county owner-occupied units per year – which is around half of the national turnover rate.

IMPLICATIONS ON HOUSING MARKET HEALTH

A lack of internal mobility speaks to the overall “stuckness” of Tillamook County’s housing market, especially in the interior market. Demand is strong enough to keep vacancy low, which is one inhibitor of household mobility. But demand has not been strong enough to truly stimulate production – especially in the low- and middle-market pricing ranges – or overcome the issue of land scarcity.

But the implications are broader. Limited options also inhibit the in-migration of new labor needed by local businesses. It limits the levels of spending that occur when households move and furnish a new home. And it creates dissatisfaction with a household’s current housing situation, which can be expressed by low levels of reinvestment and poor standards of maintenance.



Three factors that have resulted in **limited household mobility** and **low turnover rates**

Households who have lived in their current residence since 1990



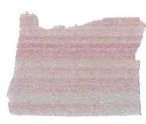
50%

Tillamook County



42%

OREGON



Average number of homes sold annually 2006-2016



Tillamook County

216 single-family homes

29 manufactured homes



3% Tillamook County turnover rate



6-7% US turnover rate

5

Tired-looking housing stock

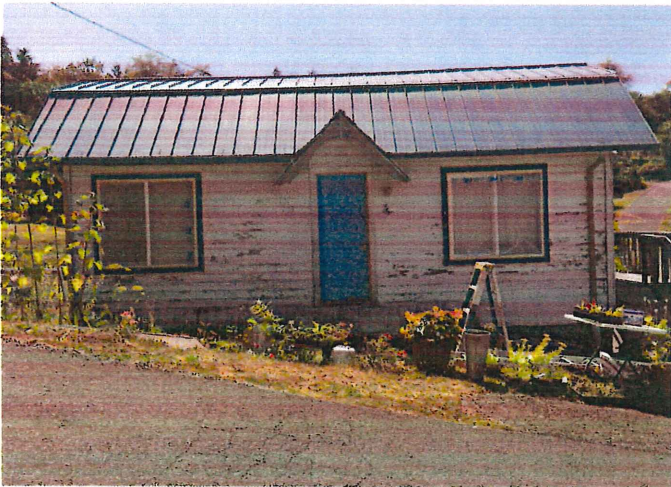
Too many homes haven't been well-maintained for years and aren't being well-maintained today, projecting a negative image of the community. This is particularly true in Tillamook City, but it is a condition found throughout the county, including the coast where overnight rentals have proliferated.

The reasons for this are varied:

- Absentee landlords;
- Dissatisfied homeowners who are stuck due to limited options and wary about spending too much on their current home;
- Low-wage households who lack the resources to keep up with standard maintenance or invest in curb appeal;
- Discouragement felt by property owners who observe low standards in their neighborhood and decide not to do more than the bare minimum.

IMPLICATIONS ON HOUSING MARKET HEALTH

This is a critical aspect of the housing story because the impact of tired-looking conditions on the market is to weaken confidence by would-be investors or developers that it makes sense to invest in Tillamook County. Consequently, developer interest – scarce to begin with given the county's relative isolation – remains on the sidelines. The very location where it makes sense for infill development to occur is exactly where the private sector lacks the confidence to take risks. Curing this will require a strategy to stabilize and grow demand.

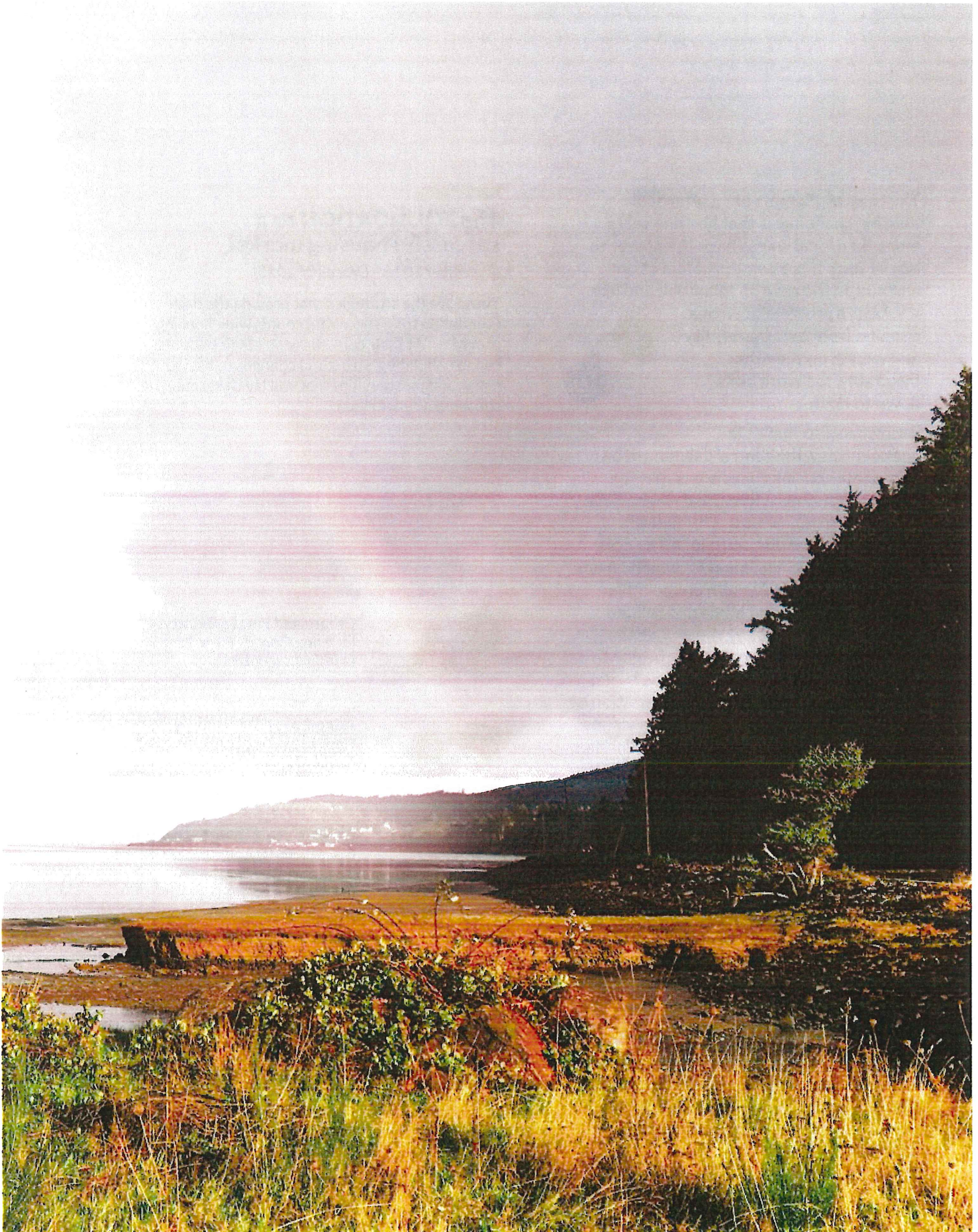


PART 2

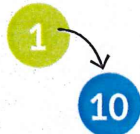
Recommendations

This plan recommends a layering of strategies to fully unstick the current housing market in Tillamook County. The complexities of housing - planning, real estate, economics, and development - are such that they eliminate a one-solution approach. Each strategy represents a unique angle to address the housing challenges and each includes partners that have the local expertise to begin the implementation of the strategy outlined. While the pursuit of all ten strategies is recommended, and needed, to most effectively create a full housing ladder within the County, implementation of even a few strategies will begin to move the needle and open up the housing market.





The central dilemma of an affordable housing challenge is that housing costs more than local wages have the power to buy or rent. It is a wage problem at one end and, in the case of Tillamook and like markets, a problem of strong demand from external equity and wealth on the other. Inevitably, the work boils down to math.



Recognize also that at the end of the day, the central dilemma of an affordable housing challenge is that the housing costs, more than local wages, have the power to buy or rent. Ultimately a wage problem at one end, and in the case of Tillamook and like markets demand from external equity, and wealth on the other (in the form of second home and related housing market activity), the work boils down to math. This means that the gap to close is the aggregate difference between the net present value of the capitalization of low wage buying power and median values and rents. In other words, in today's market, \$700 per month will buy about \$100,000 of house. If the lowest available cost house is \$200,000, then the affordability gap is \$700 a month by one perspective, but \$100,000 from another. If there are 1,000 workers short \$700 per month, then an annual housing subsidy of \$8.4M is needed, the rough equivalent of the amount of gap financing needed each year to retire the debt incurred to develop \$100M of housing. This is a long way of saying that there is no magic bullet or funding fairy around the corner to pay for the housing needed that arises mainly from a problem of low wages. Someone, somewhere will have to pay the freight, if not at the front end by boosting wages, then elsewhere in a variety of potential forms.

The FOUNDATION to a successful housing market

(December 2016 - December 2018)

These are the strategies that provide the basic foundation for a successful countywide housing program. At their core, these strategies address capacity building, structural changes to business as usual, and partnerships that will lay the groundwork for subsequent endeavors.

- 

1 Create and Fund a Countywide Housing Coordinator Position
(within 12 months)

- 

2 Adoption of This Housing Plan by the County and Incorporated Cities
(within 12 months)

- 

3 Revisions to Zoning Districts in County and Incorporated Cities & Revitalization Strategies
(within 12 months)

- 

4 Employer Assisted Housing
(within 24 months)

- 

5 Public Private Partnerships
(Immediately)

The BUILDING BLOCKS to bridge resources — human and financial capital

(Prior to December 2019)

Once the structural framework is established, the next steps to correcting the housing situation emphasize collaboration among the public, private and non-profit sectors. As trite as the “it takes a village” ideology may be, it has applicability in community planning. No one entity or sector can go it alone to resolve the housing challenges in Tillamook County. And at the core of any plan’s implementation is money. Strategies to identify funding opportunities and economic incentives are necessary for true collaboration...that which involves action and not simply intent.

The GAME CHANGERS to ensure an ongoing and complete housing ladder in the county

(Prior to December 2021)

Leadership in community housing that leads to holistic quality of life gains for all residents of the county is an admirable goal. Such aspirations require the expenditure of significant political, economic, and social capital. Not all communities can achieve a leadership badge, but that does nothing to negate the desire to do more, to continue to hone prior successes, to take the next steps. Best practices, long-term planning and proactive investments in the community characterize this level of commitment.



6 Defer System Development Charges (SDCs) for up to Five Years (Post-Production) for Low to Moderate Income Households
(within 36 months)



8 Create and Fund a Countywide Community Land Trust (CLT)
(within 36 months)



7 Restructure the Transient Lodge Tax (TLT) to Allow Funds to Go Toward Workforce Housing Development
(within 36 months)



9 Increase Investment in Infrastructure Development Within the Urban Growth Boundary (UGB)
(within 36 months)



10 Transfer of Development Rights (TDRs)
(within 5 years)

Create and Fund a Countywide Housing Coordinator Position



STRUCTURE

The complexities and time associated with the work of implementing a comprehensive housing policy require a dedicated full-time individual's attention. It will be necessary for such individual to focus all of their attention on the complexities of implementing the strategic housing plan. This person must serve as an ombudsman of sorts – a single point of contact with the authority to make policy recommendations – for the county and incorporated cities and to assist both the private and non-profit sectors with a depth of knowledge that spans housing finance to land use to construction.

A Housing Coordinator would develop and implement programs to help maintain and preserve the county's aging housing stock; assist individual developers and organize public-private partnerships conceive of and solicit funds for housing construction or rehabilitation projects; and assist employers seeking solutions to provide or find housing for their employees.

This person could be located in any number of county departments, the Planning Department in particular is a logical choice, but no matter the specific Department it is recommended that the Housing Coordinator be a senior member of Tillamook County's Executive Department and report directly to the County Commissioner.

PARTNERS

- While this person should be part of the County Government, funding for this full-time employee (FTE) should be approximately half from the County and half from the seven (7) incorporated municipalities (pro-rata funding), allowing for inter-jurisdictional opportunities and cooperation
- Housing Task Force, CARE, Habitat for Humanity, Northwest Oregon Housing Authority, the North Coast Regional Solutions Team, Developers/Contractors

METRICS AND IMPLEMENTATION

- Funding and job description identified for FTE: June 2017
- Recruitment and hire: September 2017
- Adoption of 2018 work plan: December 2017

BEST PRACTICES/EXAMPLES TO LEARN FROM

- Bend, OR created an Affordable Housing Manager that is part of the Administrative Services Department and relies on an appointed Affordable Housing Advisory Committee to assist in policy-making. This group, in conjunction with the Affordable Housing Manager, recommends policy to the City Council relative to affordable housing. In July 2006, the City Council initiated the Affordable Housing Fee, a fee of 1/3 of 1% of the total valuation on all Building Permits submitted to the City of Bend. Collection of the fee started at the end of October 2006 and has been coordinated with CDBG funding to prioritize housing development.
- Telluride, CO conducts the town's Housing Program through the Town Manager's office where the primary focus is to acquire land and build workforce housing. This person has been instrumental in coordinating with the Planning/Zoning Department to create an Inclusionary Housing Ordinance and works closely with the San Miguel Regional Housing Authority, the entity that administers financial incentives to qualifying applicants.

Adoption of This Housing Plan by the County and Incorporated Cites



STRUCTURE

The Tillamook County Comprehensive Plan was adopted in 1982 with updates in 1998, 1999, and 2004. The Housing Element has not been updated since 1982 and given its age provides little to no benefit or direction for the community. Despite its age, a few notable aspects of the Plan are notable and include strong recommendations to identify buildable land for:

- Apartments at increased densities
- Manufactured housing
- Single family housing (single and duplex) at increased densities

Almost 35 years later, these recommendations remain sound and are consistent with subsequent recommendations and strategies contained within this housing plan. But that is where the similarities between the 1982 Comprehensive Plan and this Housing Plan end. Fully 84% of the 1982 Plan's recommendations by the Task Force were directed at the State of Oregon, the Chamber of Commerce (Housing Division), or the Department of Land Conservation and Development (DLCD) - for implementation. While this plan strongly recommends partnership opportunities, it recognizes that others, those outsiders that do not live or work in Tillamook County, are not going to tackle the housing problem for the county. That work, hard work, rests within the county - its people, its resources, and its ingenuity.

Stated more succinctly, while the entire Tillamook County Comprehensive Plan should be updated, in the interim, this Housing Plan should be adopted or referenced to specifically address Goal 10: Housing as required by Oregon State Statute.

The seven (7) incorporated jurisdictions have Comprehensive Plans that range in date of adoption from 1978 - 2012, specifically as follows:

- Tillamook City - adopted 2012
- Garibaldi - adopted 1990 (amended 2006)
- Bay City - adopted 1978 (amended 2007)
- Rockaway Beach - adopted 2007
- Manzanita - adopted 1996 (amended 2014)
- Nehalem - adopted 1980 (amended 2007)
- Wheeler - adopted 1979 (amended 2010)

This Plan should be adopted, or referenced, as part of each jurisdiction's Comprehensive Plan. The need to reaffirm the importance of a regional and collaborative approach to addressing the countywide housing problem is essential - all jurisdictions working together is the goal; however if there is an outlier or two, the remaining entities must continue efforts to implement this plan.

PARTNERS

- County, Incorporated Jurisdictions, Housing Task Force

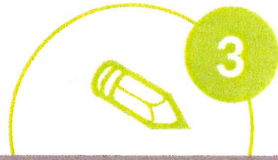
METRICS AND IMPLEMENTATION

- Adopt, or reference, within County and incorporated cities' Comprehensive Plans: April 2017

BEST PRACTICES/EXAMPLES TO LEARN FROM

- Plans should be updated as needed and reviewed no less frequently than every five (5) years; conditions change and plans are living documents that should reflect these changes.
- There are a number of countywide or regional approaches to planning but the Lehigh Valley (PA) Housing Plan is representative of a model for inter-jurisdictional cooperation - the housing plan includes two (2) counties and 62 municipalities. The plan explores a "fair share" allocation of workforce housing in each jurisdiction.

Revisions to Zoning Districts in County and Incorporated Cities & Revitalization Strategies



STRUCTURE

Zoning within Tillamook County has historically been implemented in a very traditional sense where low-density residential zoning designations predominate the zoning maps. Whether this is the result of outdated comprehensive plans or a remnant of historical growth patterns is unclear; however the countywide survey revealed that 80% of the county's residents felt there was a "lack of variety of housing types available in the county" – opportunity for apartments, mixed-use developments, etc.

Such overwhelming sentiment provides an opportunity for the county and cities to pursue the creation of revitalization areas, with associated up-zoning and density allowances, that could unlock artificially controlled development environments and realize a production in multi-family housing developments. The success of the recently completed apartment development in Garibaldi, Garibaldi Village Apartments, indicates a pent up demand in the market for this housing typology. Eighteen (18) units were fully rented at time of leasing at relatively high rental rates: from \$735 per month for a one-bedroom unit up to \$1110 per month for a two-bedroom unit.

The Hoquarton Area Plan in Tillamook City is an example of a neighborhood that has been rezoned to allow for higher density residential developments and mixed-use construction. Increased densities are appropriate in this area, the central core of Tillamook City and has similar applicability in other cities throughout the county as well as scattered nodal development sites along existing commercial corridors. A countywide effort to inventory and identify commercial and underutilized industrial lands will reveal prospects for increased densities while protecting the single-family neighborhoods that are solidly established.

Inclusionary zoning policies either require or encourage new residential developments to make a certain percentage of the housing units affordable to low- or moderate-income residents (in Oregon, inclusionary zoning can only be applied to developments of 20 units or greater.) While the incorporation of a strict inclusionary housing ordinance – a "stick" approach that requires a percent of any new development to be designated (and deed-restricted) for affordable/workforce housing – doesn't make sense in a

stuck market, a "carrot" approach might. Incentive zoning, allowing a developer increased densities or bonuses for the inclusion of affordable/workforce housing, could provide the spark needed to push landowners or developers to begin building mixed-income housing.

Moving beyond the historically accepted and somewhat reactive ("wait and see") policies of zoning, the county and cities should consider revitalization tools such as Tax Increment Financing (TIF). This tool has been available for use in Oregon since the late 1970s. In its most simplistic form; a city defines an urban renewal or redevelopment boundary (TIF district), the county assessor "freezes" the assessed value of real property within this defined TIF district, and tax collections from any future development are collected for the exclusive use of the city to pay debt that is incurred for projects within the TIF district. The city raises money by borrowing against the anticipated future growth in property taxes. The city uses the borrowed money to pay for capital improvements, which spur more development. As the city and others invest in the urban district property values go up. The property taxes above those that were collected when the values were "frozen" – the tax increment – are used to repay the loans used for the improvements in the TIF district. When the TIF district expires in 20-25 years (as determined at its inception), the intent is to return a much higher property tax base to the tax rolls.

TIF can be difficult to implement due to the fact that tax dollars collected within the defined TIF district are "frozen" and the increased taxes are used to pay off debt for the next 20 -25 years rather than being dispersed to the city coffers, county coffers, school district, police, etc. The payback is realized by new development and infrastructure within the defined district...and a revitalized area with higher tax generation 20 – 25 years later. All of this is true if, and only if, there is market demand to begin with or some potential for growth (incentivized or not) to further catalyze the TIF district. Without this opportunity for growth, a TIF district will be a useless tool.

A final zoning recommendation, one that may offer limited opportunities for workforce housing development, is the allowance of accessory dwelling units (ADU) in designated



Accessory Dwelling Unit in Portland, OR



Greenwood Cottages in Shoreline, WA – a pocket neighborhood



Mixed-use; Apartments on the second and third floors in Bath, ME

zones. An accessory dwelling unit is generally defined as a self-contained apartment on an owner occupied single-family lot that is either attached to the principal dwelling unit or located within a separate structure on the same property. An ADU could be an apartment unit that is retrofitted space above a detached garage or a basement unit apartment or the use of a second-story of a house or even a cottage or “guesthouse” that is fully detached from the principal dwelling unit (house). Proponents of ADUs note they can provide a household with additional income in the form of rent and provide space for affordable workforce housing. By retrofitting a single-family house or infilling a single-family lot with a cottage or “guesthouse”, advocates of ADUs recognize that land will be conserved elsewhere in the region and potential employees will have the opportunity to live in the neighborhoods and communities in which they work. Pacific City considered an ADU ordinance in 2011-2012 but ultimately it did not receive a favorable vote and was never implemented. Concerns that are generally raised by residents focus on increased density and the potential for misuse of such units for short-term or nightly rentals. If Tillamook County or a community within the county again pursues ADU opportunities, the following should be considered:

- Require long-term rental occupancy of any ADU (6 months or 1 year minimum lease term)
- Consider allowing ADUs only on lots with a defined minimum lot size that would suit additional density
- Consider limiting occupancy of any ADU to an individual that works within Tillamook County

Education and public outreach are a necessary component for any zoning ordinance revision. Ensuring a proactive and transparent process will be key to any successful endeavor.

PARTNERS

- County Council, Incorporated Cities, Planning Commissions, DLCD (State)
- North Coast Regional Solutions Team

METRICS AND IMPLEMENTATION

- County and incorporated cities update Comprehensive Plans and associated Land Use Plans to rezone for increased densities: January 2018 – December 2020
- Incentive Zoning: December 2017

BEST PRACTICES/EXAMPLES TO LEARN FROM

- The Village of Ossining, NY (pop. 25,060) has an inclusionary zoning program that is packaged with a successful incentive zoning program. The municipality requires all residential developments with more than six units to provide affordable housing; this has its own chapter in the village code. Developers receive a ten percent density bonus if the units are affordable to people with 80 percent of the area median income (AMI) and a fifteen percent bonus if the units are priced for those earning 60 percent AMI. The program has produced 26 affordable housing units with 22 under construction and another 19 approved.
- Alexandria, VA was able to redevelop a then-semi distressed area of its west end through the utilization of TIF combined with a city partnership with the housing authority wherein formerly moribund commercial property was upzoned to mixed-use, a ceiling on taxes imposed for a fixed period, the increment earmarked to retire debt on bonds issued to develop a mixed income and mixed use project that included HOPE VI resources.
- Summit County, CO implemented an Accessory Dwelling Unit ordinance in an effort to provide workforce housing units throughout the county. When an accessory apartment is established on a parcel, either the accessory apartment or the primary residence are restricted to long-term rental to persons employed within Summit County, a minimum of 30 hours per week or occupancy by relatives of the property owner. Long-term rental means rental for at least six (6) months. Short-term rental of the restricted unit on the property is expressly prohibited. The county allows exemptions to the employment requirement for persons with disabilities or persons who have reached retirement age.

Employer Assisted Housing



STRUCTURE

Tillamook County is fortunate to have many formidable employers that have strong ties to the region and have a significant stake in the region's economic success, a success that can be easily undermined if they can't find employees due to a lack of housing opportunities.

Some of these companies may have opportunities for equity investment in a project either in the form of cash or land (or both in some cases), but have been resistant to invest in housing given the lengthy timeline and uncertain outcomes of the planning approval process. Employer-owned property (both land and buildings) is the ideal incubator for housing development in the County. There are a number of mechanisms that can be employed to empower the private sector to step into the housing arena and directly begin to provide housing opportunities for employees or others within the community, but structurally, three items must be in place:

1. A Housing Coordinator (ombudsman) to walk employers through the development process
2. Fast-tracked Planning Commission approval for employer-led housing projects that incorporate workforce housing
3. Changes to the zoning on land adjacent to these employers properties to allow for densities that create economically viable projects

From an employer's perspective, the commitment by the county and cities to embrace these three recommendations begins to provide definitive articulation of the role for employers, a role that has rarely been proactively pursued by the governmental entities.

PARTNERS

- Tillamook Creamery, Tillamook Regional Medical Center, Fred Meyer, the School District, Tillamook Lumber Company, Tillamook Bay Community College, Pelican Brewing Company, and others
- County and City Planning Departments and Commissions
- County and City Councils

METRICS AND IMPLEMENTATION

- Housing Coordinator outreach to five employers: March 2018
- Groundbreaking for initial employer-led housing development: December 2018

BEST PRACTICES/EXAMPLES TO LEARN FROM

- Santa Fe, NM. By the early 1990s, three quarters of its residents could not afford a median priced home, and housing costs were 40% above the national average. Complicated development processes and restrictive land use policies further hampered efforts to provide affordable housing opportunities. Santa Fe accelerated the processing of housing developments that include at least 25% affordably priced homes. The city also waived or reduced various impact, processing, and permitting fees for affordable housing developments.
- Pinellas County, FL, in an effort to encourage affordable housing development, implemented a variety of incentives including the expedited permit processing incentive. The County Administrator provides a review process that gives affordable housing developments priority in the permit review process. A two-week turnaround time is the desired goal for the processing of a site plan for such development.

Public Private Partnerships



STRUCTURE

A go-it-alone approach will not and cannot work when there is real intent to address the housing problem in Tillamook County. The current housing situation in the county clearly demonstrates the lack of technical ability within the government sector to create housing; a situation that should be expected of government. The structure of local government is not designed to build housing in the community. On the other hand, the private sector in Tillamook County is financially challenged and/or simply bewildered by the planning and development processes within the county. A public private partnership allows for these two disparate parties to collaborate and capitalize upon each party's strengths.

What might this partnership look like? In its simplest form, a typical scenario could be:

- The public jurisdiction offers something as a commitment of support that could include land as a donation at a below market price or a below market lease of county-owned land for an extended timeframe (say 99 years). The public partner could also offer professional staff to assist with the entitlement process through the Planning Commission and County Commissioners.
- The private partner could assume liability for construction, management of the project, securing funding, etc.

Often, cities and counties have control over land that sits idle waiting for a governmental use that never materializes. In the case of Tillamook County, the cities and county need to assess and inventory their land and determine those parcels that are no longer warranted for municipal use. This offers the government a position of equity to play a proactive role in the development of housing for the region.

And to go one step further, in a county rich in community-based organizations, it is incumbent upon the county and cities to partner with their non-profit partners to create housing opportunities and to unstick the market, specifically at the lower end of the housing ladder. Public-public partnerships or public-private-public partnerships play an increasingly important role in housing development.

PARTNERS

- Private partners: Any private company interested in housing that has the capacity to develop housing
- Non-profit partners: Housing Task Force, CARE, Habitat for Humanity, Northwest Oregon Housing Authority, etc.

METRICS AND IMPLEMENTATION

- County and incorporated cities assess property inventory and determine disposition opportunities: June 2017
- County enters into a PPP for a housing project: June 2018

BEST PRACTICES/EXAMPLES TO LEARN FROM

- The City of South Bend, IN owned an abandoned high school, Central High School, and wanted to see new residents in the downtown area. The City entered into a collaborative agreement with a private design/build company in which the City gave the land and building to the private company subject to a contract that committed the private company to rehab the building into apartments that would be available for rent to residents making less than 80% of area median income.

Defer System Development Charges (SDCs) for up to Five Years (Post-Production) for Low to Moderate Income Households



STRUCTURE

Oregon State law authorizes local governments to assess SDCs and specifies how, when, and for what improvements they can be imposed. Under Oregon Statute (ORS 223.297 – 223.314) SDCs may be used for capital improvements for:

- Water supply, treatment and distribution
- Wastewater collection, transmission, treatment and disposal
- Drainage and flood control
- Transportation
- Parks and recreation

The fees are used to fund the costs of developing infrastructure that do not fall under the direct responsibility of the builder. SDCs vary from city to city within Tillamook County – generally ranging from approximately \$10,000 in Rockaway Beach (example below) to as much as \$25,000 in Pacific City. These additional charges are a significant deterrent for lower- or middle-income households to build. While these fees cannot be waived according to state statute, Tillamook County and the incorporated cities should consider deferring the payment of these fees for low-income (less than 60% of AMI) or moderate-income (less than 80% of AMI) households for 5 – 10 years rather than pay prior to issuance of building permits. This would eliminate the upfront costs associated with approvals and potentially spur new housing construction within the county.

A deferring of the SDC fees is a good first step; however the county and incorporated cities should undertake an Impact Assessment Study to determine whether secondary homes disproportionately impact infrastructure such as water supply, wastewater collection, transportation and parks/recreation. A thorough assessment could provide opportunities to open up a dialogue with state legislators, a

dialogue that begins to look at a different SDC fee level for the second-home market in Tillamook County.

Rockaway Beach, OR (example):	
System Development Charges:	
Water	\$6,477.00
Sewer	\$4,123.00
SDC Loan Fee	\$800.00
Interest Rate	24% ARP

There is also an issue of fairness – perhaps a fair housing issue – the adverse impact upon low-income households that spend a disproportionate percent of their housing costs on SDC fees. For example, if a family pursues the construction of a modest \$100,000 semi-manufactured three-bedroom house in Rockaway Beach, they would pay an SDC fee of \$10,600 or an additional 10.6% of the total cost. Compare this to the construction of a \$400,000 three-bedroom beach house where the SDC fee is also \$10,600, or only an additional 2.65% of the total housing cost.

PARTNERS

- County Council, Incorporated Cities, Planning Commissions, DLCD (State)

METRICS AND IMPLEMENTATION

- County and incorporated cities amend SDC Ordinances to allow deferred payment: June 2017 – June 2018

BEST PRACTICES/EXAMPLES TO LEARN FROM

- The Garibaldi Village Apartments (18 units for Phase I) were awarded occupancy permits and allowed to defer SDC payments for five years.

Restructure the Transient Lodge Tax (TLT) to Allow Funds to Go Toward Workforce Housing Development



STRUCTURE

The Oregon State Bill (HB 2267) that established the state lodging tax and laid the groundwork for the local lodging tax – Tillamook County Ordinance #74 (13 July 2013) contains the following requirements for use of funds collected:

- 70% must be used for tourism promotion or tourism related facilities
- 30% is unrestricted in use but dedicated to county road improvements

Tillamook County Commissioners should pursue “tourism based workforce housing” as an expense associated with tourism and apply some of the 70% towards seed money for workforce housing development. The need to convey to the general public the nexus between tourism and the need for workforce housing is challenging, but essential. Low-wage service sector economy jobs often require public subsidies to ensure the provision of housing. Communities such as Park City, UT and Aspen, CO have long recognized the need to use tourism tax dollars to assist with workforce housing development.

If just 10% of the of the total TLT funds were allocated for workforce housing development; based on 2015 TLT funds collected (\$3mn), the county would have received \$300,000 to invest in housing production or to seed a low-interest loan fund.

While the County should pursue access to the 70% of TLT (restricted funds) dedicated to “tourism promotion” for workforce housing, this could be a lengthy political endeavor with the state legislature. Simultaneous to this pursuit, the County Commissioners could allocate a portion of the unrestricted funds to workforce housing under their own authority. If this is deemed a reduction too burdensome to the county’s transportation budget, a dialogue with state legislators to allow the County to vote on a 5% transient lodging tax increase may be an even more successful endeavor. This third option would result in a tax that would be additive (to the existing TLT) and expressly reserved for housing production within the County.

It is worth noting that the TLT tax rate for the incorporated cities within Tillamook County is 1% while the county itself has a tax rate of 10%. There are additional opportunities to increase funds for housing within the incorporated cities by increasing their TLT from 1% to 2%, or even 3%. The cities must be part of the solution if housing development is to occur within this region.

The importance of creating a Housing Trust Fund can not be overstated and while the existing TLT tax structure offers the most tangible opportunity to begin to finance the fund, the County should explore “tandem” policies such as assessment fees for new business that impact housing affordability in the region. These fees could create an offset payment to a Housing Trust Fund.

PARTNERS

- Bill Bartlein (County Commissioner), County Commissioners, Incorporated cities, State Representative

METRICS AND IMPLEMENTATION

- Amend the TLT per discussions with the State of Oregon: December 2017

BEST PRACTICES/EXAMPLES TO LEARN FROM

- San Diego, CA implemented the Transient Occupancy Tax (TOT) in 1964 and allocates almost 20% of the tax to a Housing Trust Fund that provides seed money for workforce housing development within the city of San Diego.

Create and Fund a Countywide Community Land Trust (CLT)



STRUCTURE

A community land trust (CLT) is an independent, not-for-profit corporation that is legally chartered in the state in which it is located. Typically, CLTs acquire land or are deeded land from a municipality or county to provide land for housing development that meets one or more local needs, including affordability. The CLT does not sell the land, but rather leases land to those who intend to build a house on the property. In this way, the CLT keeps the cost of homeownership to a minimum by taking land costs out of the mortgage equation. The CLT retains an option to repurchase any residential (or commercial) structures located upon its land, should their owners ever choose to sell. The resale price is set by a formula contained in the ground lease that is designed to give present homeowners a fair return on their investment, while giving future homebuyers fair access to housing at an affordable price. By design and by intent, a CLT is committed to preserving the affordability of housing and other structures – one owner after another, one generation after another, in perpetuity. A CLT may be a viable option for land disposition from the county (or cities) to qualified homeowners.

Within Tillamook County, there are opportunities for land acquisition to create community land trusts that would be instrumental in generating housing opportunities. A CLT requires oversight and management to ensure that current and future transactions are done in accordance with the covenants and rules of the CLT. A housing coordinator or planning staff person is ideally suited to this role.

Funding for land acquisition to initiate a CLT can be a significant deterrent. Transient Lodging Tax (TLT) funds could provide the equity down payment for land as well as debt financing if structured properly. Once launched, monthly lease payments from homeowners to the CLT will begin to provide the necessary capital for debt financing.

PARTNERS

- County Planning Department, County Commissioners, Incorporated cities, DLCD (State)

METRICS AND IMPLEMENTATION

- Creation of County-led CLT land acquisition and site development: December 2019

BEST PRACTICES/EXAMPLES TO LEARN FROM

- Sawmill (Albuquerque, NM) Community Land Trust is a 501(c)3 organization that manages four (4) unique “communities” within the Albuquerque area; each ranging in size from seven to twenty-seven (27) acres. Each community has varying levels of affordability and range from stacked apartments and condos to cottage style housing to senior (lifecycle) housing to live/work units.
- The Champlain (Lake Champlain, VT) Community Housing Trust was founded in 1984 and integrates 565 owner-occupied homes and 2,200 apartments within the community, making it the largest CLT in the United States. This particular CLT has a mission to provide affordable housing and incorporate sustainable building practices and programs within the development. This community won the United Nations World Habitat Award in 2008.

Increase Investment in Infrastructure Development Within the Urban Growth Boundary (UGB)



STRUCTURE

Since 1973, Oregon has maintained a strong statewide program for land use planning. The foundation of that program is a set of nineteen (19) Statewide Planning Goals that are managed by the Oregon Department of Land Conservation and Development (DLCD). In general, the urban growth boundaries (or community growth boundaries as referred to in the unincorporated areas) in Tillamook County mirror the city and/or village boundaries, but rarely exactly. And it is this deviation that requires further research and inventory. More often than not, the urban growth boundary is larger than the city/village boundary and may contain opportunities for housing and/or mixed-use developments. This lack of readily available information creates an additional layer of research for any potential developer. Further complicating this, the County does not have an up-to-date GIS map of the current infrastructure (e.g. sewer, water, etc.) capacity within the County and incorporated jurisdictions. This is needed immediately; and once finalized and overlaid upon the UGB and zoning GIS maps, an accurate assessment of infrastructure needs can be made.

Without infrastructure availability in appropriate areas within the urban growth boundaries, growth will remain stalled. The County and cities can direct and manage growth appreciably by properly planning for and locating infrastructure where growth can and should occur.

That is the first step; overcome the information gap. It is essential that the County, the cities, a developer, or even a non-profit entity must know exactly what land is available, what it is zoned, and most importantly, is there infrastructure available to tie into for a new development.

The second and more challenging step; remove the structural impediment. The County and cities must identify funds to begin necessary infrastructure expansion and improvements...and this will be a serious investment after years of simply trying to catch up with what is minimally required. Infrastructure is not sexy, much of it is not seen, and it is often deemed an expectation, a given, by residents...it will be provided somehow, some way. An absolute misconception, and one that must be disavowed.

A proactive approach to filling in the missing infrastructure within the urban growth boundaries requires a commitment of investment dollars. Business as usual won't work. The 2015/2016 County Budget (\$71mn) was \$3mn less than the prior year; a 4% reduction. The Capital Outlay (e.g. roads, equipment, building maintenance, infrastructure, etc.) portion of this budget was cut by almost 40%, the single largest cut to any line item. The more recent 2016/2017 budget for Tillamook City also included a greater than 50% budget reduction for water, sewer, and storm drain expenditures (from \$472,000 in 2015/2016 to \$179,000 in 2016/2017).

The County and cities must identify funding sources for not only road repair and improvements (the \$15mn bond issued in May 2013 provides some needed funding) but also underground infrastructure (e.g. sewer, water, storm water systems, etc.) to be located within the urban growth boundaries. Whether by bond initiative, a tax increase, a revamped capital improvement planning process or other, there is an urgent need to recognize the importance of infrastructure as a tool to guide, control, and support growth and development within the county.

PARTNERS

- County, Incorporated cities

METRICS AND IMPLEMENTATION

- Complete all necessary GIS work to identify a Land Use Inventory indicating existing infrastructure locations and capacity (with zoning overlay): May 2018
- Financial mechanism(s) in place to support reinvestment in countywide infrastructure: December 2020

BEST PRACTICES/EXAMPLES TO LEARN FROM

- The 2016 National League of Cities Report indicates that 71% of local communities surveyed increased their infrastructure spending over last year's budget

Transfer of Development Rights (TDRs)



STRUCTURE

A TDR program seeks to preserve landowners' asset value by moving the right to build a house from a location where development is prohibited (sending zone) to a location where development is encouraged (receiving zone). TDRs represent a zoning technique, a tool, used to permanently protect farmland and other natural and cultural resources by redirecting development that would otherwise occur on these resource lands to areas planned to accommodate growth and development. Tillamook County currently limits growth to areas within the urban growth boundaries to adhere to state law requirements and preserve land and reduce infrastructure costs and in many ways the traditional applicability of a TDR program is altered – rather than implement a TDR program to protect land from development, the true benefit lies in the ability to increase the density in the receiving zone. For example, the challenges associated with proposed density increases in a neighborhood in Tillamook City could be explained by noting the density increase was fully offset by a density reduction in a farmed area that lies just outside the city.

Successful use of the TDR tool will normally only occur when the zoning ordinance considers the following three “market” factors: a buyer wants the product that a developer can build using TDRs; a developer wants to buy TDRs and transfer them to receiving areas; and a landowner is willing to sell TDRs while permanently restricting his or her land from future development. Simply adding the TDR option to a municipal zoning ordinance will not create development. The current situation in Tillamook County is a stuck housing market despite underlying demand for quality housing. TDR is a long-term tool for the county to consider; it is not recommended for immediate implementation.

A countywide TDR program could be effective to move some density from the county into unincorporated communities, but the real benefits of the TDR tool are the inter-jurisdictional opportunities – the transfer of density from the county to the incorporated cities, where development should be located and where infrastructure costs are significantly lower. Inter-jurisdictional TDRs are often complicated by differing political ideologies across boundaries; if a regional

approach to TDRs is not fully embraced by the larger Tillamook County “community”, this tool will have little chance of success.

The effective implementation of a TDR program will require assistance from DLCD and sustained lobbying of the state legislature to continue to amend and improve HB 2228 – the bill that established the Oregon Transfer of Development Rights Pilot Program in the Department of Land Conservation and Development. This pilot program began in 2009 and has had very little success over the years. A possible and indeed likely reason for the lack of successful projects is the continuation of the real estate and land development downturn that began in 2008. The recent upturn in the economy provides some degree of optimism that the pilot program may begin to realize some interest as the market for transferred rights begins to develop.

HB 2132, enacted in 2011, was a step in the right direction, and allowed for a wider range of receiving areas (e.g. residential, commercial and industrial lands), receiving opportunities in unincorporated communities, and increased ratios among other measures. These amendments are slowly creating a better tool in the form of TDRs, but additional revisions are necessary for the tool to be truly effective at moving density from undesirable locations to areas where density and development are appropriate.

According to a January 2013 Report to the Legislature on the Oregon Transfer of Development Rights Pilot Program, some counties have expressed an interest in using TDRs to provide the voluntary option to Measure 49 landowners to transfer their Measure 49 development rights into UGBs or unincorporated communities. Measure 49 replaces Measure 37 and finalized land development claims submitted on farm and forestlands, submitted to the state prior to June 28, 2007. Unfortunately, HB 2228 and HB 2132 do not allow this and Measure 49 properties are not eligible for participation under this program. While Measure 49 itself authorizes the use of TDR to transfer such rights, there is not enough detail in the statute to give potential participants the confidence to use this provision and enable such transfer to occur. DLCD has committed to further study of this opportunity for willing Measure 49 property owners and willing county governments. This is an opportunity for

Tillamook County to work with the DCLD and the legislature to again amend, and improve, the TDR pilot program in Oregon. These efforts, made now, could provide significant opportunities for the use of TDR down the road. A use that could translate into additional housing density where desired and the protection of farm and forestlands that could otherwise be compromised by Measure 49 development.

PARTNERS

- County, Incorporated cities, Planning Commission(s), DLCD (State)

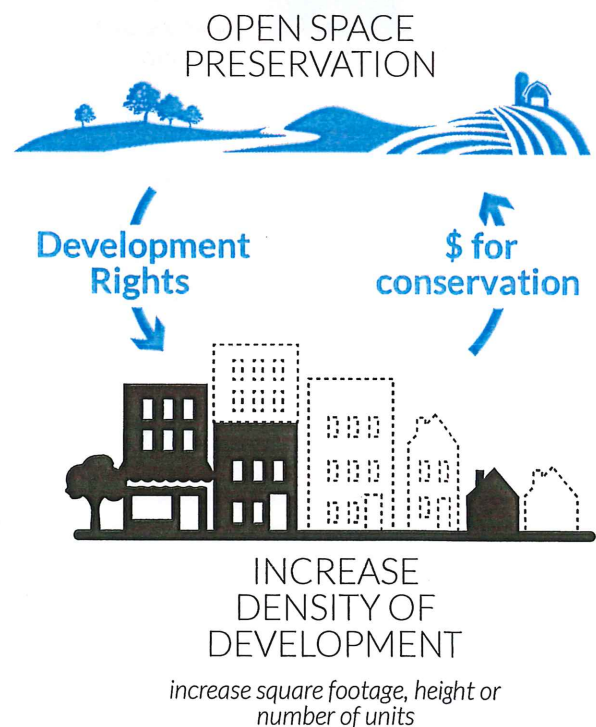
METRICS AND IMPLEMENTATION

- Planning Commission approval for a countywide TDR program: December 2019
- Planning Commission and City/County Commission approval of an inter-jurisdictional TDR program: December 2021

BEST PRACTICES/EXAMPLES TO LEARN FROM

- New Jersey Pinelands Development Credit Program is a seven county region that is committed to protecting the existing forest and agricultural lands. Specific concern lies with the protection of the groundwater that lies below these fields and forest land. Within this region, 22 communities have committed to increases in density (up to 50%) to absorb the transfer of development from the protected areas to land within their city boundaries. The “development credits” are bought and sold and used interchangeably throughout the seven county region.
- Kings County, WA – Since the year 2000, 141,392 acres of rural and resource lands (more than 220 square miles) have been protected from development through King County’s TDR program, by relocating subdivisions for 2,467 potential dwelling units out of the county’s rural landscape and into its urban areas.

How Transfer of Development Rights works



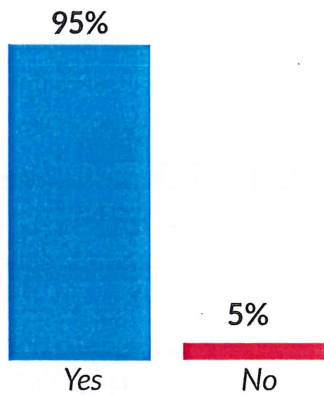
Appendix

Public Survey Findings

Number of Survey Respondents completed: 226

Number of Survey Respondents incomplete: 45

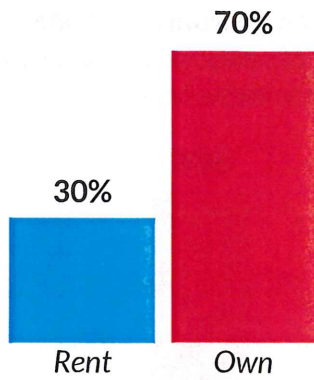
1. Do you live in Tillamook County?



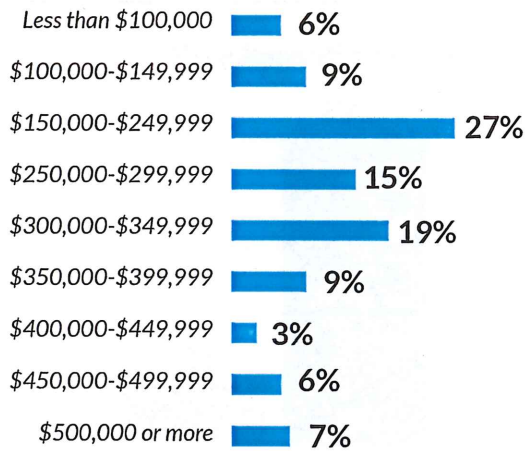
2. Where in the county do you live?

Barview	0%
Bay City	8%
Beaver	1%
Cape Meares	1%
Cloverdale	1%
Garibaldi	2%
Hebo	1%
Idaville	4%
Manzanita	5%
Neskowin	8%
Netarts	4%
Oceanside	5%
Pacific City	2%
Pleasant Valley	10%
Rockaway Beach	0%
Sandlake	0%
Tierra Del Mar	26%
Tillamook City	0%
Wheeler	18%
Woods	32%
Other	32%

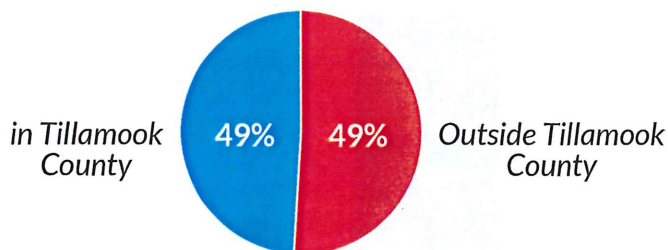
3. Do you rent or own your current home?



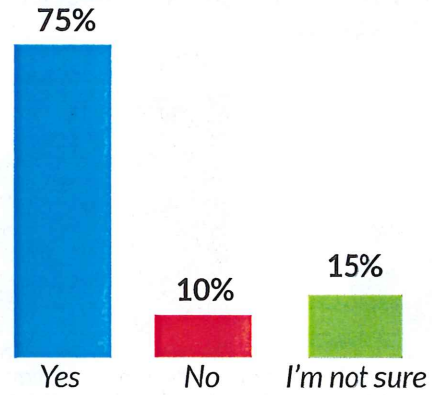
4. If you own your home, what do you think it is worth today?



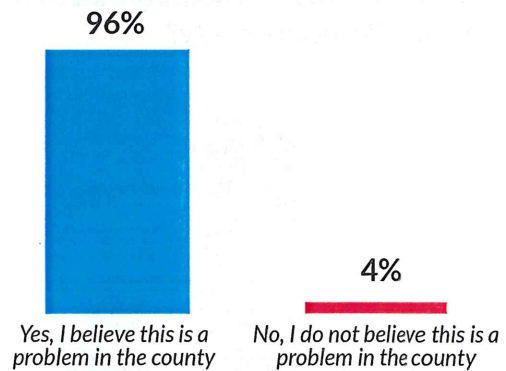
5. Before you moved into your current home, where did you live?



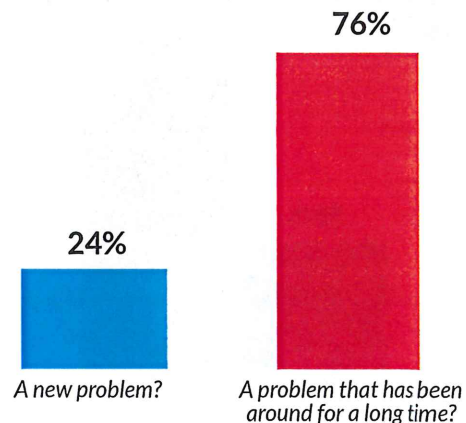
6. Do you think that quality of housing is a point of concern in Tillamook County?



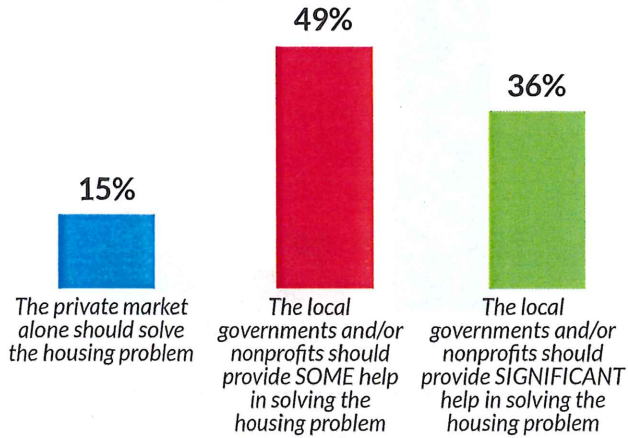
7. Do you think there is a problem with people being able to find available housing that they can afford in Tillamook County?



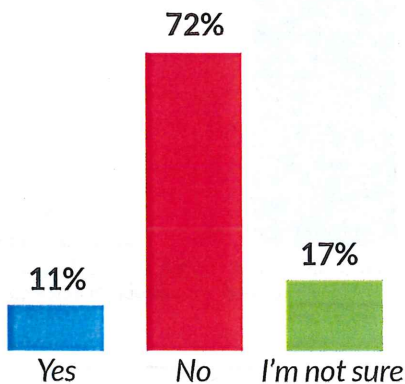
8. If you think there is a problem with people being able to find available housing that they can afford in Tillamook County, do you think it is...



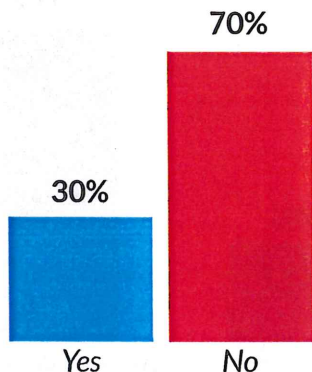
9. If there is a housing problem in Tillamook County, how do you think Tillamook County should address it?



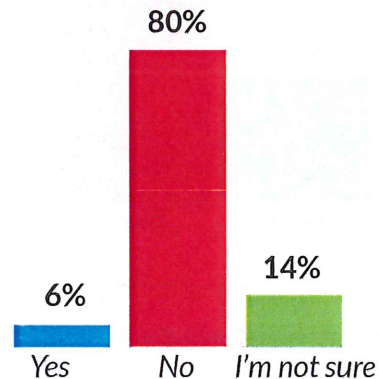
10. In your opinion, can people who work in Tillamook County find housing that they can afford in Tillamook County?



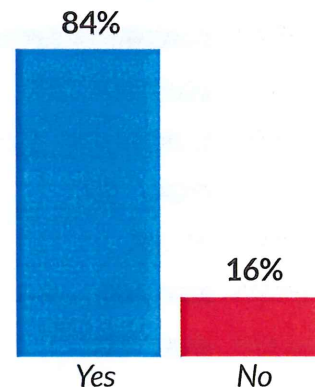
11. Are you currently paying too much (more than roughly one-third of your income) for your housing?



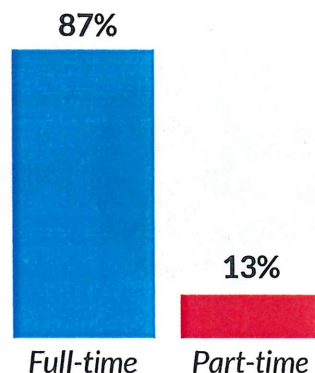
12. Do you think Tillamook County has the right mix of housing types (single-family homes, townhouses, apartments, condos, etc.) to meet the needs of everyone who already lives here or would like to move here?



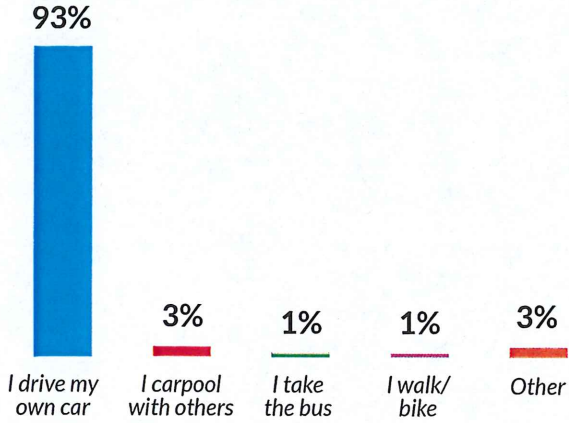
13. Are you currently employed?



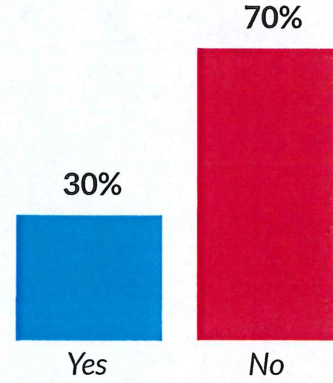
14. If yes, do you work:



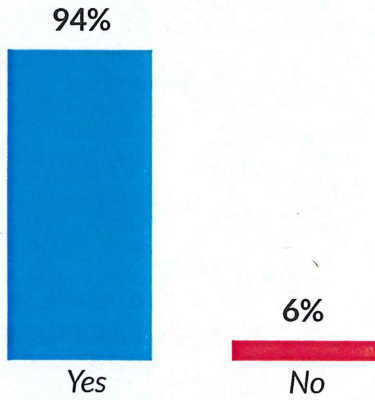
15. If your job is outside of your home, how do you usually get to work?



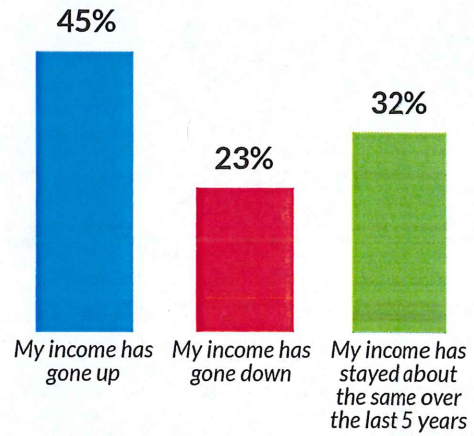
17. If they ran regularly and a stop was within five (5) blocks of your home, would you use the bus to get to work?



16. Is your job located somewhere in Tillamook County?



18. Has your income gone up or down in the last 5 years?



Creating a Healthier Housing Market for Tillamook County

Findings and Recommendations for the Tillamook County Housing Task Force



MARCH 2017

7-E

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commissioners
FROM: Linda Engbretson, City Manager
DATE: September 12, 2017
SUBJ: Ordinance Implementing Measure 4-181

SUMMARY

The attached Ordinance, when adopted, will implement the Charter Amendment passed by the voters last year. This Ordinance is the result of meetings with the public and Chief Petitioner(s) to clarify ambiguities and unintended outcomes.

Legal Counsel Spencer Parsons will be at the meeting to answer any questions that may arise.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title only, of Ordinance No. 1215."

Title: Ordinance No. 1215, Introduced by All Commissioners, to Amend Title 3 of the Municipal Code to Add a New Chapter 3.40 to Implement Measure 4-181.

ALTERNATIVE

None recommended

FISCAL IMPACT

N/A

ORDINANCE NO. 1215

INTRODUCED BY ALL COMMISSIONERS

TO AMEND TITLE 3 OF THE MUNICIPAL CODE TO ADD A NEW CHAPTER 3.40 TO
IMPLEMENT MEASURE 4-181

WHEREAS, the electors of the City of Warrenton enacted Measure 4-181, which amended the City charter to require voter approval before the City could transfer or dispose of large tangible assets with a value of \$100,000 or more in 2014 dollars; and

WHEREAS, Measure 4-181 contains certain ambiguities that makes the measure difficult to implement and could lead to future confusion and possibly litigation; and

WHEREAS, the City Commission has worked with the drafters and proponents of Measure 4-181 to clarify such ambiguities in a manner consistent with their intent; and

WHEREAS, the City Commission finds it is in the public interest to clarify these ambiguities.

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

Section 1: Chapter 3.40 is added to Title 3 of the Warrenton Municipal Code as set forth in Exhibit A.

Section 2: This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

ADOPTED by the City Commission of the City of Warrenton this [redacted] day of [redacted] 2017.

First Reading: Sept. 12, 2017
Second Reading: Sept. 26, 2017

APPROVED:

Henry Balensifer, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

Exhibit A

3.40.010 Purpose.

The purpose of this Chapter is to implement Charter section [REDACTED], which was enacted by the voters via the initiative process. Because the language added to the Charter contains certain ambiguities, the City Commission, in consultation with the proponents and drafters of the initiative, adopts the following provisions to clarify how Charter section [REDACTED] is to be implemented.

3.40.020 Definitions.

For purposes of this chapter and Charter section [REDACTED], unless the context requires otherwise, the following definitions apply:

“City or any of its agencies” means the City of Warrenton and any of its constituent departments, boards, or commissions but it does not include separate legal entities such as the Warrenton Urban Renewal Agency.

“Combined tangible asset value” means the amount of money that a City owned system, operation or infrastructure would bring if offered for sale by the City and was bought by another who desired but was not obliged to buy the system, operation or infrastructure. The Commission may determine this amount through the use of appraisals or other commonly used valuation methods.

“Contractual right or interest” means a legally enforceable claim that arises from a contract or agreement.

“Gross value of any income stream” means the total amount of money the City generates on an annual basis in exchange for providing a service to the public through the use of a system, operation or infrastructure.

“Leasehold interest” means any temporary right to exclusive possession of City owned real property for a stated and definite period of time that the City provides to another person or entity through a lease, provided that for the purposes of Charter section [REDACTED], a leasehold interest does not include:

1. Any lease of a term less than 25 years;
2. Any lease which includes an option or similar provision, or any combination thereof, which, if exercised, would cause the overall term to be less than 25 years; or
3. Any lease containing a renewal provision or provisions, which, if exercised, would cause the overall term of the lease to be less than 25 years.

“Real market value” means:

1. For real property, the real market value is equal to the amount of money that the property would bring if offered for sale by one who desired but was not obligated to sell, and was bought by one willing but not obliged to buy. The Commission may determine this amount through the use of appraisals or other commonly used real

property valuation methods such as the expert opinion of a realtor. Real property the City may not sell due to statutory or other restrictions, such as a street vacation or real property with a title that contains a reversion clause if no longer used for a public purpose has no real market value.

2. For leasehold interests, the real market value is equal to the amount of money that the City as lessor could acquire for the leasing of City-owned real property to another who desired but was not obliged to lease the real property. This amount will be calculated by multiplying the dollar value of the monetary payments the lessee is obligated to pay per term by the number of terms in the lease.

“Sell, trade, divest or otherwise dispose of” means to exchange for valuable consideration or give away control over an Asset belonging to the City or any of its agencies.

“System, operation, or infrastructure” means the combined parts of a total and complete framework of either personal property or improvements to real property when such personal property or improvements to real property are owned and used by the City to supply a public service. Examples of a system, operation or infrastructure include but are not limited to bridges, roadways, water and sewer systems, electrical systems, dams and sanitation equipment. A system, operation or infrastructure does not include any individual or distinct parts of a system, operation or infrastructure such as a single garbage truck that is part of the City’s sanitation system or a pump or pipe that is part of the City’s water or sewer systems. Such individual or distinct parts would constitute tangible physical assets.

“Tangible physical asset” means City owned personal property but does not include real property or any system, operation or infrastructure.

“Value” means:

1. For any tangible physical asset, the value is equal to the amount of money that a City owned tangible physical asset would bring if offered for sale by the City and was bought by another who desired but was not obliged to buy the tangible physical asset. The Commission may determine this amount through the use of appraisals or other commonly used valuation methods.
2. For any contractual right or interest, the value is equal to the amount of money that the contractual right or interest would bring if offered for sale by the City and was bought by another who desired by was not obliged to buy the contractual right or interest. The Commission may determine this amount through the use of appraisals or other commonly used valuation methods.

3.40.030 Calculation of 2014 Dollars

For the purposes of calculating the value of \$100,000 in 2014 dollars, the City shall increase \$100,000 by three percent (3%) annually until the applicable year in question.

3.40.040 Appeals of Valuation Determinations

- A. The Commission may, but is not required to, declare by resolution that the value of any Asset the City seeks to sell, trade, divest or otherwise dispose of is less than the amount that would require voter approval under Charter section .
- B. The City Recorder must publish notice of the Commission's resolution adopted pursuant to subsection (A) of this section on the City's web site by the next business day and in a newspaper of general circulation in the City as soon as reasonably possible.
- C. Thereafter, any elector who disagrees with the Commission's determination may appeal the determination to the City's municipal court by filing a notice of appeal with the City Recorder on a form provided by the Recorder within 10 business days after notice has been published on the City's web site pursuant to subsection (B) of this section.
- D. Within thirty days of the date the completed notice of appeal is filed with the City Recorder, the Municipal Court shall hold a hearing on the matter, unless the appellant agrees to an extension. At the hearing, the Municipal Court may take testimonial and other evidence, if any, offered by appellant as well as include in the record any material offered by the City supporting the Commission's determination.
- E. After reviewing the material and evidence offered and received, the Municipal Court Judge shall make a written decision and either uphold or reverse the Commission's determination. The decision of the Municipal Court Judge shall be final.
- F. An appeal of the Municipal Court Judge's decision may be taken by way of writ of review (ORS 34.010 to ORS 34.100) and not otherwise.

3.40.050 Severability.

The invalidity of a section or subsection of this chapter shall not affect the validity of the remaining sections or subsections.



CITY OF WARRENTON

Agenda Item 7-F
PUBLIC WORKS

Agenda Item
Memorandum

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

FROM Public Works Director, Jim Dunn

DATE: September 12, 2017

SUBJECT: Sodium Hypochlorite System

Summary:

The City of Warrenton Water Treatment Facility Superintendent, Bob Bingham, requested informal quotes from three vendors for a Sodium Hypochlorite System, TMG Services (\$101,603.00), De Nora (\$101,838), and Miox was non-responsive.

Recommendation

Staff recommends the following motions;

“I move to approve the contract with TMG Services for the purchase and installation of a Sodium Hypochlorite System at the Warrenton Water Treatment Facility.”

Alternative

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

Fiscal Impact

This item is budgeted in the 2017-18 Adopted Budget.

Approved by City Manager: _____

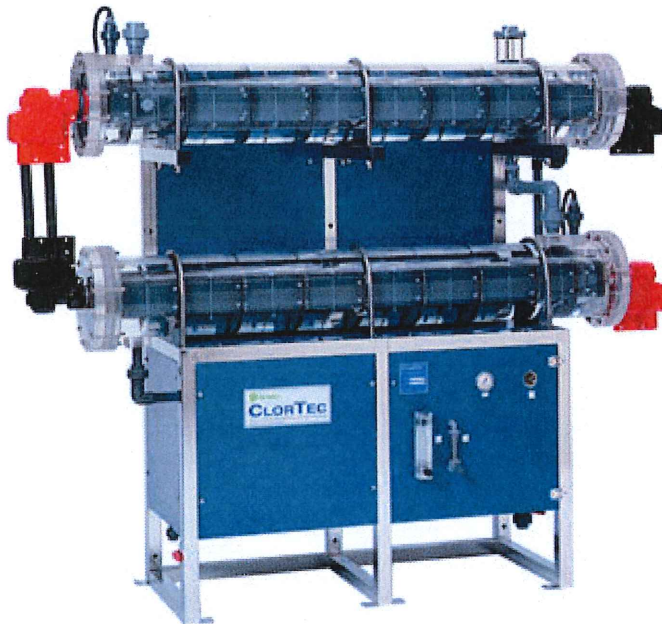
WATER FACILITY(435)

“REPLACE” CHLORINE SYSTEM AT WATER FACILITY

Est. cost :\$85,000.00

2017/2018 budget Year

The current rectifier is outdated and no longer made and hard to find replacement parts. The rectifier purpose is to convert AC power to DC. After doing some research I have found the cost to replace the rectifier is half of what the entire system would cost. We are due to replace the cells in 1 year which cost \$30,000, the rectifier cost \$45,000. The current system is 15 years old and outdated so it makes sense to buy a new system rather than individual components.



**CITY OF WARRENTON
CONTRACT FOR GOODS AND
SERVICES**

CONTRACT:

This Contract, made and entered into this _____ day of _____, 2017, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and TMG Services, 3216 E Portland Avenue, Tacoma, WA 98408, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services delivered to the City of Warrenton Water Treatment Plant, 86646 Lewis and Clark Road, Seaside, OR 97138 as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

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

1. CONTRACTOR GOODS AND SERVICES: (Title: Evoqua Sodium Hypochlorite System)
 - A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quotation, dated May 5, 2017, and is attached hereto as Exhibit A.
 - B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION
 - A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$101,603.00 for providing goods and performance of those services provided herein;
 - B. The CONTRACTOR will submit a final invoice for all goods provided or services referencing **029430610022** rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.
 - C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR 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 CONTRACTOR or a third party) as a result of said finding.

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors,

subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

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

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

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE



3216 E. Portland Avenue
Tacoma, WA 98404
253-779-4160
tmginc@tmgservices.net

May 5th, 2017
QUOTATION

Bob Bingham
Warrenton, City of - Water
PO Box 250
Warrenton, OR 97146

Dear Bob,

TMG Services, Inc is pleased to offer you a QUOTATION on a 130 PPD Evoqua/W&T On-Site Sodium Hypochlorite systems for your Water Plant. If you have any questions don't hesitate to give us a call.

OSEC B-Pak 130lb Per Day System

- 1 OSEC B-Pak 130 PPD Unit mounted on Painted Steel Frame consisting of;
 - 8" 2-Pass Tubular Electrolyzers
 - Brine Pump - Diaphragm Type - Grundfos DME 60-10
 - Water Softener, Kinetico - 20 GPM
 - Water & Brine Flow Instrumentation
 - Local Control Panel - Siemens S7-300 PLC w/ Touch Screen
 - Transformer/Rectifier 15vDC
 - (1) Inline Skid Mounted Water Heater
 - (1) Hydrogen Dilution Upgrade Kit
 - Dilution Blower, 480v, 165 cfm
 - Air Flow Monitor, Paddle Switch
 - Interconnecting piping, wiring & tested prior to shipment

SPARES

- 1 Maintenance Set, OSEC B-Pak
- 1 Temperature Sensor
- 1 Float Switch
- 1 PM Kit, Brine Pump (Grundfos)

EXCEPTIONS/CLARIFICATIONS

- Utilizing existing Brine & Storage Tanks, but will need modifications.
- Sodium Hypochlorite Feed Pumps by OTHERS.
- Piping & Wiring not specifically listed above by OTHERS.
- Valves, Fittings & Instrumentation not specifically listed above by OTHERS.
- Room Ventilation, Air Conditioning or lighting by OTHERS.

TOTAL PRICE: \$100,603 (Freight Included)

Terms & Conditions of Sale:

- F.O.B.: Warrenton, OR
- Payment Terms: Net 30 Days – Our terms of payment are 100% payable 30 days after shipment. Since this is an agreement between Buyer and Seller, and Seller has no relationship with the third party owner, this agreement must be independent of any third party action or inaction. Payment will be due as indicated above without a dependency on the buyer being paid by the owner, with no further restriction or impediments, and regardless of any payment arrangement that may exist between contractor and owner.
- This price is in effect for 60 days.
- Submittals, if required, will be provided 4-5 weeks after receipt of all technical data at T M G Services.
- Delivery will be made in approximately 12-14 weeks after receipt of order and/or approvals and resolution of all necessary technical data at T M G Services.
- Quotation prices do not include any sales taxes or any other taxes that may apply.
- This quotation is limited to the products and/or services as listed and excludes any item or service not specifically listed.

Thank you,

Brittany Apodaca
TMG Services, Inc.

7-6

"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 *LE*
DATE: August 22, 2017
SUBJ: Resolution No. 2503 – Modifying Building Permit Fees

SUMMARY

The attached resolution will increase building permit fees and adopt Fee Methods for Building Permits and Plan Reviews as issued by the Oregon State Building Codes Division. The City has not modified its fees since 2008. Additional information provided by Building Official, Chuck Goodwin, is attached. I've asked Mr. Goodwin to come to the meeting to answer questions.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2238, Modifying Building Permit Fees."

ALTERNATIVE

None recommended

FISCAL IMPACT

Building Department Revenues must pay for Building Department Services for which demand of services continues to increase.

Building Valuation & Fee Schedule

August 1, 2017

Purpose of this rule:

To adopt the current Fee Methods for Building Permits and Plan Reviews as issued by the Oregon State Building Codes Division.

Citation:

ORS 455.020 and 455.210, "*Financial Administration*"; OAR 918-050-0100, "*Uniform Fee Methodology*"; and Section 109, "*Fees*", of the 2014 Oregon Structural Specialty Code.

History:

A Fee Schedule and Valuation table was presented to the Warrenton City Commission by (then) Building Official Steve Winstead and was approved per Resolution #2238. The effective date of those fees was August 26th, 2008. Despite an annual inflation guideline issued by Building Codes Division, Warrenton has not increased its fees in nine years. The State of Oregon assesses and collects a 12% tax on all permits and service fees collected by the building department.

Effect of the rule:

This needed fee adjustment would bring the Warrenton Building Department back in line with the guidelines set forth by Salem. There would be at least two benefits from this adjustment in calculating projects at current costs: 1) Warrenton could better provide services as the demands from the construction community continue to grow and 2) Warrenton would be collecting the appropriate amount of tax revenue that it should be.

Example:

In 2008, construction cost for a typical residential wood house was calculated at \$95.91 a square foot. With the adoption, this same house would be calculated at \$113.85. This is a difference of \$19.94 a sq. ft. or \$1.99 per year since our last increase. Last Wednesday a project came in for Jeff and Jennifer Canessa in which the project cost difference between what the old valuation system and the new was about \$300,000.00, or a permit fee of about \$3,000 dollars. The State should have received an additional \$360.00 in revenue.

Another project, the Skipanon Apartments, was given a construction value of \$3,694,549.00 for a permit cost of \$31,775.74 in which \$1,757.18 was taxes. Under the current valuation system, the value would have been calculated out to \$4,385,615.80, a difference of \$5,847.94. The taxes here would have been \$2,080.57, a difference of \$323.39. We have many large projects coming over the next year, but once a property is built, our opportunity has passed.

Contact:

If you have questions or need further information, contact Chuck Goodwin, Warrenton Building Official, at 503.861.0920, or cgoodwin@ci.warrenton.or.us.

RESOLUTION NO. 2503

A RESOLUTION MODIFYING BUILDING PERMIT FEES

WHEREAS, the State of Oregon authorizes the City to have a Building Inspection Program; and,

WHEREAS, the State of Oregon authorizes the City to collect fees sufficient enough to fund the Building Inspection Program; and,

WHEREAS, the City of Warrenton desires to have the Building Inspection Program funded solely by fees associated with building permits; and,

WHEREAS, the City Commission passed an Ordinance that building permit fees be set by Resolution; and

WHEREAS, the City of Warrenton has not adjusted its fees since 2008;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WARRENTON as follows:

Section 1. The building permit fee schedule for the City of Warrenton shall be based on the Building Valuation Data, provided by the State of Oregon, attached hereto as Exhibit A.

Section 2. The building permit fee schedule for the City of Warrenton shall adjust per issuance of the State of Oregon inflation guide at six-month intervals.

Section 2. This resolution is effective August 22, 2017.

ADOPTED BY THE CITY OF WARRENTON THIS _____, DAY OF SEPTEMBER 2017.

1st Reading: August 22, 2017

2nd Reading: September 12, 2017

Henry Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

Building Valuation Data – FEBRUARY 2017

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2017. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2015 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural

building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$161.91/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$161.91/sq. ft x 0.0075 = \$19,429

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	229.26	221.37	216.01	207.16	194.94	189.29	200.61	178.00	171.48
A-1 Assembly, theaters, without stage	210.11	202.22	196.86	188.01	175.94	170.29	181.46	158.99	152.48
A-2 Assembly, nightclubs	179.28	174.08	169.68	162.81	153.48	149.24	157.08	138.97	134.26
A-2 Assembly, restaurants, bars, banquet halls	178.28	173.08	167.68	161.81	151.48	148.24	156.08	136.97	133.26
A-3 Assembly, churches	212.12	204.22	198.87	190.01	178.14	172.49	183.47	161.20	154.68
A-3 Assembly, general, community halls, libraries, museums	176.94	169.04	162.69	154.83	141.96	137.30	148.28	125.01	119.50
A-4 Assembly, arenas	209.11	201.22	194.86	187.01	173.94	169.29	180.46	156.99	151.48
B Business	182.98	176.21	170.40	161.91	147.69	142.14	155.55	129.66	123.97
E Educational	194.27	187.38	182.00	173.88	162.37	154.12	167.88	141.89	137.57
F-1 Factory and industrial, moderate hazard	109.64	104.60	98.57	94.77	85.03	81.17	90.78	71.30	66.75
F-2 Factory and industrial, low hazard	108.64	103.60	98.57	93.77	85.03	80.17	89.78	71.30	65.75
H-1 High Hazard, explosives	102.63	97.58	92.55	87.75	79.22	74.36	83.76	65.48	N.P.
H234 High Hazard	102.63	97.58	92.55	87.75	79.22	74.36	83.76	65.48	59.94
H-5 HPM	182.98	176.21	170.40	161.91	147.69	142.14	155.55	129.66	123.97
I-1 Institutional, supervised environment	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
I-2 Institutional, hospitals	307.93	301.16	295.35	286.86	271.68	N.P.	280.50	253.65	N.P.
I-2 Institutional, nursing homes	213.36	206.59	200.78	192.29	179.07	N.P.	185.93	161.04	N.P.
I-3 Institutional, restrained	208.19	201.43	195.62	187.12	174.39	167.85	180.76	156.37	148.68
I-4 Institutional, day care facilities	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
M Mercantile	133.57	128.37	122.97	117.10	107.27	104.03	111.38	92.75	89.05
R-1 Residential, hotels	185.63	179.39	174.24	166.97	153.72	149.58	167.06	137.86	133.61
R-2 Residential, multiple family	155.74	149.50	144.35	137.09	124.57	120.43	137.17	108.71	104.47
R-3 Residential, one- and two-family ^d	145.23	141.28	137.64	134.18	129.27	125.87	131.94	120.96	113.85
R-4 Residential, care/assisted living facilities	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
S-1 Storage, moderate hazard	101.63	96.58	90.55	86.75	77.22	73.36	82.76	63.48	58.94
S-2 Storage, low hazard	100.63	95.58	90.55	85.75	77.22	72.36	81.76	63.48	57.94
U Utility, miscellaneous	78.63	74.24	69.76	66.20	59.84	55.88	63.23	47.31	45.09

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$21.00 per sq. ft.

**SECTION 109
FEES**

Note: Unless amended locally by a municipality under authority of ORS 455.020 and 455.210, the requirements of Section 109 apply.

109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

> **109.2 Schedule of permit fees.** On buildings, structures or alterations requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the municipality, under authority of ORS 455.020 and 455.210 or as set forth in OAR chapter 918, division 460, where the State of Oregon has jurisdiction.

ORS 455.020(2) is not a part of this code but is reprinted here for the reader's convenience:

455.020(2) Purpose: scope of application; exceptions; scope of rules; fees by rule.

(2) The rules adopted pursuant to this chapter shall include structural standards; standards for the installation and use of mechanical, heating and ventilating devices and equipment; and standards for prefabricated structures; and shall, subject to ORS 455.210, prescribe reasonable fees for the issuance of building permits and similar documents, inspections and plan review services by the Department of Consumer and Business Services. The department may also establish, by rule, the amount of any fee pertaining to the state building code or any specialty code that is authorized by statute, but for which an amount is not specified by statute. [Formerly 456.755; 1991 c.227 §2; 1991 c.310 §2; 1995 c.304 §1; 1995 c.400 §5; 1999 c.1045 §13; 1999 c.1082 §11; 2001 c.710 §8]

ORS 455.210(3)(a) is not a part of this code but is reproduced for the reader's convenience:

ORS 455.210 Fees; appeal of fees; surcharge; reduced fees; rules.

(3)(a) A municipality may adopt by ordinance or regulation such fees as may be necessary and reasonable to provide for the administration and enforcement of any specialty code or codes for which the municipality has assumed responsibility under ORS 455.148 or 455.150. A municipality shall give the director notice of the proposed adoption of a new or increased fee under this subsection. The municipality shall give the notice to the director at the time the municipality provides the opportunity for public comment under ORS 294.160 regarding the fee or, if the proposed fee is contained in an estimate of municipal budget resources, at the time notice of the last budget meeting is published under ORS 294.426. [Subsections (1) to (5) formerly 456.760; subsection (6) enacted as 1987 c.604 §6; 1997 c.856 §1; 1999 c.432 §1; 1999 c.1045 §24; 1999 c.1082 §9; 2001 c.573 §9; 2001 c.673 §1; 2005 c.193 §1; 2005 c.833 §3; 2007 c.69 §5; 2011 c.473 §29]

109.2.1 Plan review fees. When submittal documents are required by Section 107.1, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be a percentage of the building permit fee as established under Section

109.2. Additionally, the fee for a fire and life safety plan review, as required by Section 107.3.5, shall be a percentage of the building permit fee established under Section 109.2.

The plan review fees specified in this section are separate from the permit fees specified in Section 109.2 and are in addition to the permit fees. The state surcharge is not applied to plan review fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items, as defined in Section 107.3.4.2, an additional plan review fee shall be charged according to the rate established by the municipality, or OAR Chapter 918, Division 460 where the State of Oregon has jurisdiction.

109.3 Building permit valuations. Structural building permit valuations shall be based upon the Uniform Fee Methodologies as established by OAR 918-050-0100.

OAR 918-050-0100 is not a part of this code but is reproduced here for the reader's convenience.

Uniform Fee Methodology

918-050-0100

Statewide Fee Methodologies for Residential and Commercial Permits

(1) Residential construction permit fees shall be calculated using the following methodologies:

(a) A plumbing permit fee for new construction includes one kitchen and is based on the number of bathrooms, from one to three, on a graduated scale. An additional set fee shall be assessed for each additional bath or kitchen.

(A) No additional fee shall be charged for the first 100 feet of water and sewer lines, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.

(B) The plumbing permit fee described in this section does not include:

- (i) Any storm water retention/detention facility;
- (ii) Irrigation and fire suppression systems; or
- (iii) Additional water, sewer and service piping or private storm drainage systems exceeding the first 100 feet.

(C) Permit fees for an addition, alteration, or repair shall be calculated based on the number of fixtures, appurtenances, and piping, with a set minimum fee.

(b) A mechanical permit fee shall be calculated per appliance and related equipment, with a set minimum fee.

(c) Effective January 1, 2009, a structural permit fee for new construction and additions shall be calculated using the ICC Building Valuation Data Table current as of April 1 of each year, multiplied by the square footage of the dwelling to determine the valuation. The valuation shall then be applied to the municipality's fee schedule to determine the permit fee. The plan review fee shall be based on a predetermined percentage of the permit fee set by the municipality.

(A) The square footage of a dwelling, addition, or garage shall be determined from outside exterior wall to outside exterior wall for each level.

(B) The square footage of a carport, covered porch, patio, or deck shall be calculated separately at fifty percent of the value of a private garage from the ICC Building Valuation Data Table current as of April 1.

(C) Permit fees for an alteration or repair shall be calculated based on the fair market value as determined by the building official, and then applying the valuation to the municipality's fee schedule.

(2) Commercial construction permit fees shall be calculated using the following methodologies:

(a) A plumbing permit fee shall be calculated based on the number of fixtures and footage of piping, with a set minimum fee.

(b) A mechanical permit fee shall be calculated based on the value of the mechanical equipment and installation costs and applied to the municipality's fee schedule with a set minimum fee.

(c) A structural permit fee shall be calculated by applying the valuation to the municipality's fee schedule with a minimum set fee. Valuation shall be the greater of either:

(A) The valuation based on the ICC Building Valuation Data Table current as of April 1 of each year, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure; or

(B) The value as stated by the applicant.

(C) When the construction or occupancy type does not fit the ICC Building Valuation Data Table, the valuation shall be determined by the building official with input from the applicant.

Stat. Auth.: ORS 455.048 & 455.055

Stats. Implemented: ORS 455.046 & 455.055

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 5-2007, f. 5-11-07, cert. ef. 7-1-07; BCD 27-2008, f. ef.12-12-08, cert. ef. 1-1-09; BCD 7-2009, f. 9-30-09, cert. ef. 10-1-09

109.4 Work commencing before permit issuance. Any person who commences any work on a building or structure before obtaining the necessary *permits* shall be subject to an investigation fee. The amount of the investigative fee shall be the average or actual additional cost of ensuring that a building or structure is in conformance with this code and shall be in addition to the required *permit* fees.

ORS 455.058 is not part of this code but is reprinted here for the reader's convenience:

455.058 Investigation fee for work commenced without permit; rules.

(1) Except as provided in subsection (2) of this section, the Department of Consumer and Business Services, or a municipality administering and enforcing a building inspection program, may assess an investigation fee against a person that is required to obtain a permit for work on the electrical, gas, mechanical, elevator, boiler, plumbing or other systems of a building or structure if the work is commenced before the permit required for the work is obtained. The amount of the investigation fee shall be the average or actual additional cost of ensuring that a building, structure or system is in conformance with state building code requirements that results from the person not obtaining a required permit before work for which the permit is required commences.

(2) This section does not apply to:

(a) An emergency repair required for health, safety, the prevention of property damage or the prevention of financial harm if the required building permit for the repair is obtained no later than five business days after commencement of the repair; or

(b) Any project for which construction, alteration, repair, maintenance or installation in a building or structure prior to obtaining a permit is expressly authorized by law.

(3) The department may adopt rules and establish policies and procedures for use by the department or municipalities in assessing an investigation fee under this section. [2013 c.324 §2]

Exception: Work as permitted in Section 105.1.

109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a *building permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

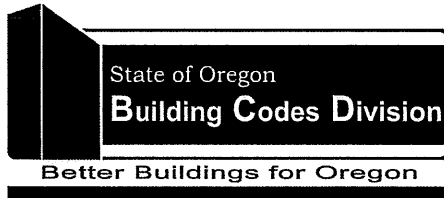
110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain accessible and exposed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other laws or ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other laws or ordinances of the jurisdiction shall not be valid. It shall be the duty of the *permit* applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The *building official*, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.11.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service



State of Oregon Permit Surcharge

Fast Facts:

- Oregon has 131 municipalities that administer the State Building Code.
- Permits are required for construction, reconstruction, alteration, and repair of structures and buildings.
- Fees collected must be used for the administration and enforcement of a building inspection program (ORS 455.210 (3) (c)).
- Within the municipalities, a wide variety of names have been given to items on permits requiring inspections.
- Municipalities must collect and remit surcharges either monthly or quarterly depending jurisdiction population.
- Surcharge fees are calculated by taking the total permit fee x .12 (12%).

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When is the State Surcharge fee added to a permit?

A State surcharge fee of 12% is applied to all building permit types issued in the state of Oregon. Permits are issued any time a construction activity under the state building code is authorized and will be inspected.

Items on permits that must include State Surcharge:

- Electrical (including services)
- Mechanical (including components)
- Plumbing (including fixtures)
- Structural permits
- Manufactured Dwellings and Recreational-Park Trailer placement and/or installation
- New minor and bulk labels or replacement labels
- Boiler permits
- Elevator permits (*includes reconnections to power*)
- Prefabricated Component and Recreational Vehicle Insignias
- Prefabricated Building Components
- Re-inspections
- Investigative fees charged when construction has started prior to obtaining a permit
- Hourly and half hourly rates (*in lieu of standard permit fees for inspections*)
- Specially requested inspections or evaluations
- Inspections requested by a government agency under ORS 190
- Additional inspection fees or hourly rates
- Inspection for which no fee is specified
- Any fee charged to activate (open) an expired permit, which will result in an inspection
- Minimum or base fees
- Master permit or industrial plant inspections (*includes yearly master permit renewal, and cost of inspection, report writing time and per diem costs*)
- Retention of permit fees (*Permit issued with some inspections completed. Jurisdiction retains a % permit fees according to % of inspections performed. Surcharge is paid on % of fees retained*)



DIVISION 50
MUNICIPAL ADMINISTRATION

918-050-0000**Purpose and Scope**

Division 50 provides administrative procedures for use in all regions of the state and, where applicable, to specified regions of the state. These rules address a uniform methodology for arriving at building permit and inspection fees to provide consistency in fee calculation. Where a permitted item is not covered by the methodology in these rules, a municipality may either, develop a reasonable permit fee, or calculate a fee using a similar program area's methodology. These rules do not supersede or repeal the existing provisions of the state building code and related rules. These rules become effective on January 1, 2009.

Stat. Auth.: ORS 455.048 & 455.055

Stat. Implemented: ORS 455.046 & 455.055

Hist.: BCD 8-2000, f. 6-15-00, cert. ef. 7-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 27-2008, f. 12-12-08, cert. ef. 1-1-09

918-050-0010**Definitions**

Terms not specifically defined will have the meanings given in the state building code.

(1) "Administrative fees" refers to fees assessed by a municipality to cover costs of administering and enforcing the building code apart from inspection and plan review services. Surcharges, assessed as part of the cost of doing business within a municipality and that are assessed without regard to whether the municipal action relates to the administration of the building code, are not administrative fees for the purposes of these rules.

(2) "Tri-county region" or "Tri-county regional" refers to the geographical area that includes Clackamas, Multnomah, and Washington counties.

Stat. Auth.: ORS 455.020 & 455.055

Stat. Implemented: ORS 455.020 & 455.055

Hist.: BCD 8-2000, f. 6-15-00, cert. ef. 7-1-00; BCD 20-2003, f. 12-31-03, cert. ef. 1-1-04; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 27-2008, f. 12-12-08, cert. ef. 1-1-09

918-050-0020**Standard Statewide Application Forms**

(1) A municipality must use standard permit applications containing at least the minimum content required by the division.

(2) All municipalities within the Tri-County region shall use intake checklist forms approved by the division

(3) The division shall consider for adoption proposed amendments to the standard application and intake checklist forms.

(a) Proposals for amendment to the application forms must include:

(A) The existing unamended form(s);

(B) The form(s) containing the appropriate amendments; and

(C) A brief explanation of the need for the amendments.

(b) Proposals to amend the approved forms must be filed with the division no later than February 1 or August 1.

(c) The division will notify all municipalities and interested parties of the division's determination regarding proposed amendments and provide copies of the amended form(s).

(d) Any form changes will be effective in all regional municipalities on July 1 or January 1 following adoption.

Stat. Auth.: ORS 455.048 & 455.055

Stat. Implemented: ORS 455.046 & 455.055

Hist.: BCD 8-2000, f. 6-15-00, cert. ef. 7-1-00; BCD 20-2003, f. 12-31-03, cert. ef. 1-1-04; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 27-2008, f. 12-12-08, cert. ef. 1-1-09

918-050-0030**Standard Tri-County Regional Processes**

All jurisdictions within the Tri-County region shall use uniform processes for permit application, plan review, permit issuance, and recording inspections as approved by the division, including, but not limited to:

- (1) Minor labels;
- (2) Issuing permits when no plan review is required;
- (3) Recording inspections;
- (4) Partial permits;
- (5) Deferred submittals;
- (6) Over-the-counter permits that require plan review; and
- (7) Plan review issue resolution.

Stat. Auth.: ORS455.048

Stat. Implemented: ORS 455.046

Hist.: BCD 8-2000, f. 6-15-00, cert. ef. 7-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 27-2008, f. 12-12-08, cert. ef. 1-1-09

Uniform Fee Methodology**918-050-0100****Statewide Fee Methodologies for Residential and Commercial Permits**

(1) Residential construction permit fees shall be calculated using the following methodologies:

(a) A plumbing permit fee for new construction includes one kitchen and is based on the number of bathrooms, from one to three, on a graduated scale. An additional set fee shall be assessed for each additional bath or kitchen.

(A) No additional fee shall be charged for the first 100 feet of water and sewer lines, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.

(B) The plumbing permit fee described in this section does not include:

- (i) Any storm water retention/detention facility;
- (ii) Irrigation and fire suppression systems; or
- (iii) Additional water, sewer and service piping or private storm drainage systems exceeding the first 100 feet.

(C) Permit fees for an addition, alteration, or repair shall be calculated based on the number of fixtures, appurtenances, and piping, with a set minimum fee.

(b) A mechanical permit fee shall be calculated per appliance and related equipment, with a set minimum fee.

(c) Effective January 1, 2009, a structural permit fee for new construction and additions shall be calculated

using the ICC Building Valuation Data Table current as of April 1 of each year, multiplied by the square footage of the dwelling to determine the valuation. The valuation shall then be applied to the municipality's fee schedule to determine the permit fee. The plan review fee shall be based on a predetermined percentage of the permit fee set by the municipality.

(A) The square footage of a dwelling, addition, or garage shall be determined from outside exterior wall to outside exterior wall for each level.

(B) The square footage of a carport, covered porch, patio, or deck shall be calculated separately at fifty percent of the value of a private garage from the ICC Building Valuation Data Table current as of April 1.

(C) Permit fees for an alteration or repair shall be calculated based on the fair market value as determined by the building official, and then applying the valuation to the municipality's fee schedule.

(2) Commercial construction permit fees shall be calculated using the following methodologies:

(a) A plumbing permit fee shall be calculated based on the number of fixtures and footage of piping, with a set minimum fee.

(b) A mechanical permit fee shall be calculated based on the value of the mechanical equipment and installation costs and applied to the municipality's fee schedule with a set minimum fee.

(c) A structural permit fee shall be calculated by applying the valuation to the municipality's fee schedule with a minimum set fee. Valuation shall be the greater of either:

(A) The valuation based on the ICC Building Valuation Data Table current as of April 1 of each year, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure; or

(B) The value as stated by the applicant.

(C) When the construction or occupancy type does not fit the ICC Building Valuation Data Table, the valuation shall be determined by the building official with input from the applicant.

Stat. Auth.: ORS 455.048 & 455.055

Stat. Implemented: ORS 455.046 & 455.055

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 5-2007, f. 5-11-07, cert. ef. 7-1-07; BCD 27-2008, f. ef. 12-12-08, cert. ef. 1-1-09; BCD 7-2009, f. 9-30-09, cert. ef. 10-1-09

918-050-0110

Fees and Fee Schedules

(1) A municipality may develop its fee schedule in any reasonable manner to provide for the administration and enforcement of the building code program.

(2) Administrative fees assessed by a municipality to cover administration and enforcement shall be incorporated into a municipality's fee schedule or into the cost of an individual permit item as appropriate. Changes to a municipality's fee schedule must be adopted in accordance with OAR 918-020-0220.

(3) The plan review fees shall be based on a predetermined percentage of the permit fee set by the municipality.

Stat. Auth.: ORS 455.048, 455.055, & 455.210

OAR Chapter 918, Division 50

Stat. Implemented: ORS 455.046, 455.055, & 455.210

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 5-2007, f. 5-11-07, cert. ef. 7-1-07; BCD 27-2008, f. 12-12-08, cert. ef. 1-1-09

918-050-0120

Statewide Fee Methodologies for Electrical Permits

An electrical permit fee shall be calculated based on the categories, procedures, and requirements established in OAR 918-309-0020 to 918-309-0070. A set minimum fee may be established.

Stat. Auth.: ORS 455.048, 455.055 & 479.870

Stat. Implemented: ORS 455.046, 455.055 & 479.870

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 27-2008, f. 12-12-08, cert. ef. 1-1-09

918-050-0130

Statewide Fee Methodologies for Manufactured Home Siting Permits

(1) A municipality shall charge a single fee for the installation and setup of manufactured homes. This fee shall include the concrete slab, runners or foundations when they comply with the prescriptive requirements of the **Oregon Manufactured Dwelling and Park Specialty Code**, electrical feeder and plumbing connections and all cross-over connections.

(2) Decks, other accessory structures and foundations that do not comply with the prescriptive requirements of the **Oregon Manufactured Dwelling and Park Specialty Code**, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, new plumbing, and other such items that fall under the building code may require separate permits.

(3) When a municipality has reason to believe that the existing electrical service to a manufactured dwelling may be unsafe or inadequate, the municipality may require a separate permit to inspect the electrical service.

[Publications: Publications referenced are available from the agency.]

Stat. Auth.: ORS 455.048 & 455.055

Stat. Implemented: ORS 455.046 & 455.055

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 26-2000(Temp), f. 10-4-00, cert. ef. 1-1-01 thru 6-29-01; BCD 31-2000, f. 12-27-00, cert. ef. 1-1-01; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 27-2008, f. 12-12-08, cert. ef. 1-1-09

918-050-0140

Statewide Fee Methodology for Residential Fire Suppression Systems

Stand-alone and multipurpose fire suppression system permit fees shall each be calculated as separate flat fees based on the square footage of the structure with graduated rates for dwellings with 0 to 2000 square feet, 2001 to 3600 square feet, 3601 to 7200 square feet, and 7201 square feet and greater. The permit fee shall be sufficient to cover the costs of inspection and plan review.

Stat. Auth.: ORS 455.048 & 455.055

Stat. Implemented: ORS 455.046 & 455.055

Hist.: BCD 19-2001, f. 12-21-01, cert. ef. 4-1-02; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 27-2008, f. 12-12-08, cert. ef. 1-1-09