

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
September 26, 2017 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

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

- A. City Commission Meeting Minutes – 8.22.17
- B. Building/Planning Dept. Activity Report – Aug. 2017
- C. Police Dept. Monthly Statistics – Aug. 2017
- D. Liquor License Applications

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. Discussion with the US Army Corps of Engineers (USACE) on the 8th Street Flood Control Structure

- B. Consideration of Resolution No. 2505; Authorizing Applicant Reimbursement of Professional Consulting Services Expenses Related to Development Application Review
- C. Consideration of Letter of Support for a Tansy Point Kiosk
- D. Consideration of Grant Administration Services Agreement with Columbia-Pacific Economic Development District (Col-Pac)
- E. Consideration of Second Reading of Ordinance No. 1215; Implementing Measure 4-181
- F. Consideration of Resolution No. 2504; Approving and Adopting Increase to Appropriations for Specific Purpose Grants for the FY ending June 30, 2018

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. ADJOURNMENT

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

5-A

MINUTES
Warrenton City Commission
Regular Meeting – August 22, 2017
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:01 p.m. and led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Linda Engbretson, City Attorney Spencer Parsons, Public Works Director Jim Dunn, Finance Director April Clark, Police Chief Matt Workman, Fire Chief Tim Demers, Public Works Operations Manager Kyle Sharpsteen, and Deputy City Recorder Dawne Shaw

COMMISSIONER COMMENTS

Commissioner Baldwin welcomed everyone.

Commissioner Ackley noted the Hammond Marina has been very busy the past several weekends, and will be scheduling the first Hammond Marina Task Force meeting.

Commissioner Dyer welcomed everyone.

Commissioner Newton welcomed everyone and stated he had a good time at movie night in the park, noting it was a nice event, with a lot of people in attendance. He also noted he went to John Day to see the solar eclipse on Monday.

Mayor Balensifer stated the eclipse was a great event but it was not as bad as everyone thought it would be. He also reminded everyone of the Phil Vassar concert in the park, September 1st.

City Manager Engbretson noted she had a follow up meeting with the WBA to talk about final issues related to the concert in the park; parking and how many people to expect. She noted there will be parking at the high school and the grade school, with a shuttle bus to the park. She also reminded the Commission there is a County jail work session on Sept 27th. She stated four of our fire fighters are in eastern Oregon. Ms. Engbretson stated she toured the Hammond marina with the Army Corps of Engineers. There were lots of good comments about the marina, and the staff is doing a really good job. She noted Buoy 10 is going well, with over 800 launches on one day. Ms. Engbretson requested the Commission consider approving the liquor license for the concert in the park. Consensus was to add to it to the consent calendar.

Commissioner Baldwin made the motion to approve the consent calendar as presented, with the addition of item 5-F, Liquor License application for “Big O Saloon”, for the WBA concert in the park, pending the review and approval by Police Chief Workman. Motion was seconded and passed unanimously.

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

PUBLIC COMMENT (Agenda Items) – None

BUSINESS

Mayor Balensifer opened the Public Hearing on the consideration of Resolution No. 2502; Approving and Adopting a Supplemental Budget for Municipal Purposes of the City of Warrenton for the Fiscal Year 2017/2018. Formalities followed and no ex-parte or conflicts of interest were reported. Public Works Director Jim Dunn presented his staff report, noting the supplemental budget allows spending authority for additional capital outlay for completion of the SE Ensign pump station rebuild and Force Main construction project in the Sewer Fund Capital Reserve Fund and allows for a transfer of the additional loan proceeds from the Sewer Fund to the Sewer Fund Capital Reserve Fund. Mr. Dunn reviewed the fiscal impact, as outlined in the agenda packet. It was noted this is a housekeeping measure to move money not used last year, to this year's budget. Mayor Balensifer asked for public comment. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Dyer made the motion to adopt Resolution No. 2502; *Approving and Adopting a Supplemental Budget for Municipal Purposes of the City of Warrenton for the Fiscal Year Commencing July 1, 2017 and Ending June 30, 2018.* Motion was seconded and passed unanimously.

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

Public Works Director Jim Dunn presented Project Change Order #3, in the amount of \$2,014.59, for the SE Ensign Pump Station rebuild and Force Main construction project. He noted the additional funds are for additional time, work and materials that need to be added to the project, due to dewatering and other issues as outlined in the change order. Discussion followed on dewatering issues that extended the project, and the performance of the project manager. City Manager Engbretson noted this is a very large project, and it still came in under budget.

Commissioner Ackley made the motion to approve Change Order #3 in the amount of \$2,014.59 to Big River Construction. Motion was seconded and passed unanimously.

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

City Manager Linda Engbretson presented Resolution No. 2503; Modifying Building Permit Fees. She noted the City has not modified its fees since 2008, and is requesting to allow the City to build in valuation increases as proposed by the State. Discussion followed on the fees and

MINUTES

Warrenton City Commission

Regular Meeting – 08.22.17

Page: 2

increases. Mayor Balensifer requested to table the agenda item, to allow for further review and a breakdown of the fees.

Commissioner Ackley made the motion to table agenda item 7-C until the next Commission meeting, September 12, 2017. Motion was seconded and passed unanimously.

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

City Manager Linda Engbretson presented the City Attorney Personal Services Agreement with Beery Elsner and Hammond. She noted it is a two year contract and gave a brief review of the contract details. Mayor Balensifer stated he is extremely impressed with the firm, and the way they are always looking out for the financial best interest of the city. Ms. Engbretson noted their availability even though they are not local.

Commissioner Ackley made the motion to authorize the Mayor's signature on the two-year contract with Beery Elsner and Hammond, LLP. Motion was seconded and passed unanimously.

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

City Manager Linda Engbretson presented Ordinance No. 1213; Vacating a Portion of NW 6th Street. She noted the Commission held a Public Hearing on July 25, 2017 to consider the vacation and the consensus was to approve.

Commissioner Newton made the motion to conduct the first reading, by title only, of Ordinance No. 1213; Vacating a Portion of NW 6th Street in the City of Warrenton. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading.

City Manager Linda Engbretson presented the sublease renewal for Sturgeon Paul's – Hammond Marina. She reviewed the history of the lease and explained the details as outlined in the agenda material. Ms. Engbretson stated the Corps has stated the City must renew this sublease before they will renew their lease with us. She noted the lease was also brought before the Commission in July, and at that time they requested a 5 year lease, instead of a long term lease. She checked with the Corps and they recommended a longer lease and suggested including stronger language to give us the opportunity to terminate with a 90 day notice for any reason. City Attorney Parsons noted the City can put in provisions for termination or renewal term options. Discussion followed on the lease amount and the desire to not be locked in at a low rate. Ms. Engbretson stated this is a service that we need to provide, and this lease must be in place to move forward. Further discussion followed on the length of the lease and Mr. Parsons noted this is a good opportunity to update the language of lease. City Manager Engbretson noted she will draft a

lease with legal counsel, which will include a termination clause for the City; and bring it back before the Commission.

PUBLIC COMMENT – None

There being no further business Mayor Balensifer adjourned the regular meeting at 6:42 p.m.

Mayor Balensifer reconvened the meeting at 6:45 for item 11 – an addendum to agenda, the Pacific Coast Seafood Agreements.

City Attorney Spencer Parsons reviewed the agreements related to State Funding/Grants for Pacific Coast Seafood Rebuild. He noted the City is acting as the facilitator for these grants/agreements. He noted there are four agreements, however asked to hold off on the OBDD grants to allow further review. Brief discussion followed on the requirements/criteria of the two agreements: Between City and Pacific Coast Seafood for Disbursement of Lottery Revenue Bonds - \$3,000,000; and Between City and State of Oregon Department of Administrative Services (DAS) for Lottery Bonds Grant Agreement - \$3,000,000.

Commissioner Ackley made the motion to authorize the Mayor’s signature on the Agreement for Disbursement of Proceeds from Sale of Lottery Revenue Bonds for Construction of New Dock. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – abstained, due to potential conflict

Commissioner Dyer made the motion to authorize the Mayor’s signature on the State of Oregon Revenue Bonds Grant Agreement. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – abstained, due to potential conflict

There being no further business Mayor Balensifer adjourned the meeting at 6:59 p.m.

APPROVED:

Henry Balensifer, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder


5-B

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Skip Urling, Community Development Director 
DATE: For the Agenda of September 26, 2017
SUBJ: Land Use and Building Permit Activity

Building Permits

None.

Land Use

SUB 17-1 Fort Pointe PUD Preliminary Approval

LUCS-17-13 Warrenton Fiber; Tansy Point Facility project to remove and replace
eight pilings

LUCS-17-14 ODOT; New Youngs Bay Bridge Repair

LUCS-17-15 Peaks View LLC – Ken Leahy; grade and storm line installation for future commercial retail development in North Coast Retail Center

The Fort Pointe Preliminary PUD approval was appealed; the City Commission will hear the appeal in October.

September Planning Commission was cancelled due to lack of a quorum.

Planning Commission will hear Tract A Apartments site design review and code amendment regarding mini-storage facilities in October.

Roosevelt Subdivision preliminary plat supplemental materials were submitted. PC hearing will likely be in November.

Approved by City Manager: _____

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

5-C



WARRENTON POLICE DEPARTMENT

AUGUST 2017 STATISTICS

SEPTEMBER 26, 2017



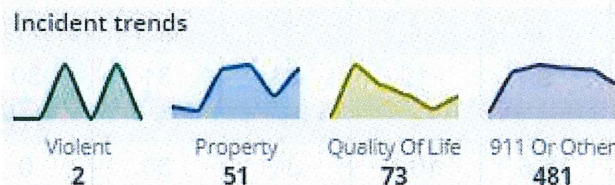
August Statistics (% changes are compared to 2017)							
Category	2017	2016	%Chg	2015	%Chg	2014	%Chg
Calls for Service	770	690	12%	828	-7%	846	-9%
Incident Reports	165	146	13%	180	-8%	132	25%
Arrests/Citations	118	63	87%	94	26%	88	34%
Traffic Events	254	158	61%	267	-5%	163	56%
DUII Calls	4	1	300%	2	100%	0	400%
Traffic Accidents	16	23	-30%	31	-48%	30	-47%
Property Crimes	77	78	-1%	74	4%	94	-18%
Disturbances	79	76	4%	125	-37%	74	7%
Drug/Narcotics Calls	6	5	20%	1	500%	0	600%
Animal Complaints	43	40	8%	33	30%	30	43%
Officer O.T.	143	137	4%	105.5	36%	48.75	193%
Reserve Hours	16	35	-54%	66.25	-76%	66	-76%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	571	524	638	553	679	666	768	770	
Incident Reports	138	135	217	150	179	181	178	165	
Arrests/Citations	58	70	88	117	78	94	96	118	
Traffic Events	185	144	174	128	153	173	183	254	
DUII Calls	2	8	4	4	5	5	5	4	
Traffic Accidents	13	17	20	22	14	15	17	16	
Property Crimes	50	57	46	35	66	64	118	77	
Disturbances	49	47	68	61	55	72	99	79	
Drug/Narcotics Calls	6	6	4	5	5	8	9	6	
Animal Complaints	15	9	19	24	31	30	28	43	
Officer O.T.	104	136.5	214.25	284.25	282	217	0	143	
Reserve Hours	34.5	28.5	16.5	31	30	0	14	16	

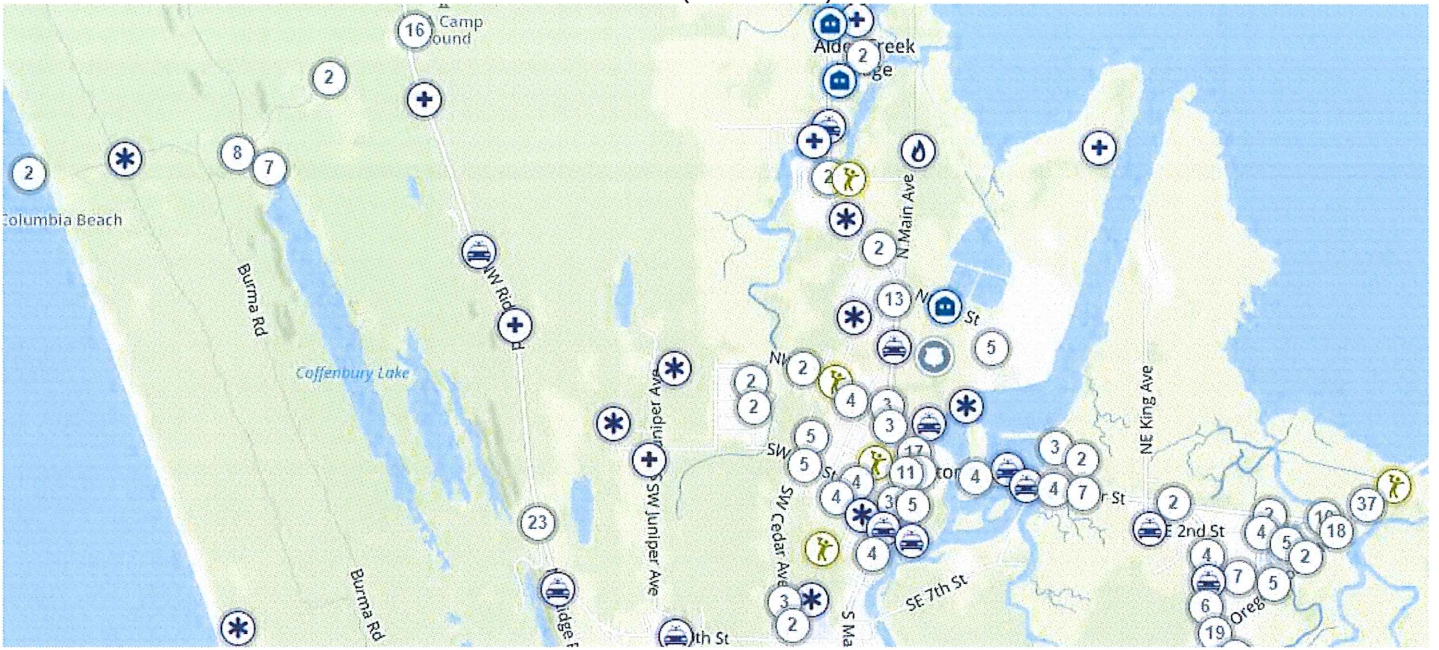
Oct	Nov	Dec	2017 YTD	2017 Estimate	2016	2017 v 2016	2015	2017 v. 2015	2014	2017 v. 2014
			5169	7754	7982	-3%	8239	-6%	8317	-7%
			1343	2015	1739	16%	1749	15%	1515	33%
			719	1079	961	12%	925	17%	994	9%
			1394	2091	2407	-13%	2353	-11%	2220	-6%
			37	56	37	50%	15	270%	14	296%
			134	201	219	-8%	291	-31%	408	-51%
			513	770	850	-9%	805	-4%	1374	-44%
			530	795	855	-7%	781	2%	1359	-42%
			49	74	73	1%	42	75%	80	-8%
			199	299	294	2%	311	-4%	318	-6%
			1381	2072	1789	16%	1249	66%	997.5	108%
			170.5	256	577	-56%	901.75	-72%	804.75	-68%

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

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



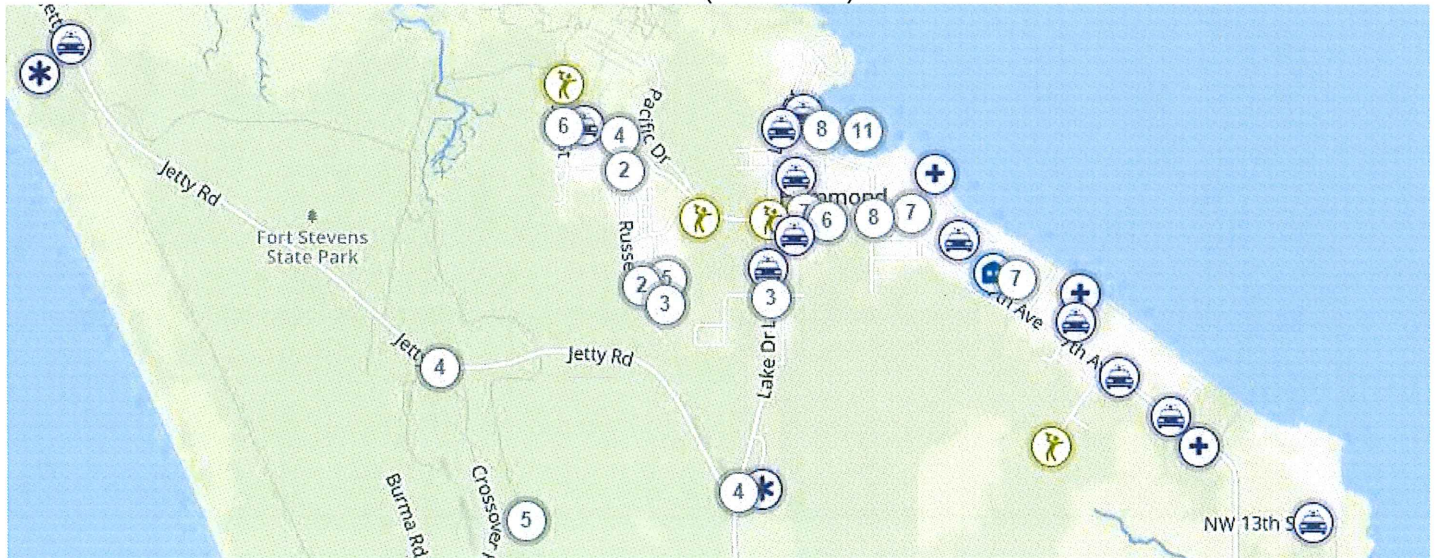
Incidents (Warrenton) #1



Incidents (Warrenton) #2



Incidents (Hammond)





OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

5-D ORIGINAL

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
Commercial Establishment
Caterer
Passenger Carrier
Other Public Location
Private Club
Limited On-Premises Sales (\$202.60/yr)
Off-Premises Sales (\$100/yr) with Fuel Pumps
Brewery Public House (\$252.60)
Winery (\$250/yr)
Other:

ACTIONS

- Change Ownership
New Outlet
Greater Privilege
Additional Privilege
Other

CITY AND COUNTY USE ONLY

Date application received:

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
Denied

By: (signature) (date)

Name:

Title:

OLCC USE ONLY

Application Rec'd by:

Date: 9/6/2017

90-day authority: Yes No

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
Corporation
Limited Liability Company
Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

1 Ronkat Incorporated 3 Katrina Hunt

2 Ronald Hunt 4

2. Trade Name (dba): Trina & Ron's Place

3. Business Location: 45 NE Skipanon Dr. Warrenton Clatsop OR 97146

4. Business Mailing Address: 1038 SW 9th Street Warrenton OR 97146

5. Business Numbers: 503-440-9928 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: Rod Mullins Inc. Type of License: Full On-Premises Sales

8. Former Business Name: Rod's Bar & Grill

9. Will you have a manager? Yes No Name: (manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Warrenton, Clatsop County (name of city or county)

11. Contact person for this application: Katrina Hunt 503-440-9928 (name) (phone number(s)) 1038 SW 9th Street, Warrenton, OR 97146 (address) (fax number) katrialhunt@gmail.com (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

1 Kate Hunt Date 09/04/2017 3 Ronald G. Hunt Date 09/04/2017 2 Date 4 Date



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
- Commercial Establishment
- Caterer
- Passenger Carrier
- Other Public Location
- Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other _____

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 9/8/2017

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

- ① _____
- ② _____
- ③ El Catrin Mexican Cuisine LLC
- ④ _____

2. Trade Name (dba): EL CATRIN MEXICAN CUISINE LLC.

3. Business Location: 19 N. HWY. 101 WARRENTON, CLATSOP, OR 97146
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 19 N Hwy. 101 Warrenton, Or 97146
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (503) 841-0369
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: _____ Type of License: full ON-PREMISES SALE

8. Former Business Name: TACOS EL CATRIN

9. Will you have a manager? Yes No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? CLATSOP
(name of city or county)

11. Contact person for this application: LIBRADO PEREZ GUTIERREZ
(name) (phone number(s))
WARRENTON, OR. 97146
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

- ① Librado Perez Date 9/1/17 ③ _____ Date _____
- ② Emmanuel Perez Date 9/1/17 ④ _____ Date _____


7-B

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Skip Urling, Community Development Director 
DATE: For the Agenda of September 26, 2017
SUBJ: Resolution No. 2505 Authorizing Applicant Reimbursement of Professional Consulting Services Expenses Related to Development Application Review

BACKGROUND

As we discussed at the joint City Commission/Planning Commission meeting recently, the development applications and growth of the city have overtaxed the staff resources, especially the Public Works Department. By state land use planning law (and municipal code,) applications must be reviewed in a timely fashion. The result is that other projects suffer progress delays.

The attached resolution would formally authorize the city to contract with private consultants to perform the development application review and require reimbursement from the applicant. This would allow the Public Works Department to pursue other high priority tasks within its work program such as replacing the pump stations on SE 2nd and NW Jetty, and faster progress on the flood protection levees.

In addition to the authorizing resolution, also attached is a proposed contract to be used in this new practice to ensure the City is reimbursed timely.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the first reading by title only of Resolution No. 2505 establishing the use of consultants in the review of development applications and authorizing assigning the consultant's costs to the applicant.

ALTERNATIVE

None recommended

FISCAL IMPACT

Adoption of the resolution will be budget neutral; consultant expenses will be paid for by the development applicants.

Approved by City Manager:

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

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

Resolution No. 2505

Introduced by All Commissioners

A Resolution Establishing the Use of Consultants in the Review of Development Applications
and Authorizing Assigning the Consultant's Costs to the Applicant

WHEREAS, the City of Warrenton has the need for professional expertise and services beyond the capacity of city staff in the review of applications for development permits; and

WHEREAS, it is the responsibility of the applicant to pay the costs of processing land use and development applications; and

WHEREAS, the current application fees do not cover the full costs of processing such applications.

NOW, THEREFORE, the City Commission of the City of Warrenton Resolves as follows:

Section 1. This resolution shall supplement Resolution 2311 updating Land Use Application Fees as it may be amended or replaced.

Section 2. In addition to any other application fee, whenever the City Community Development Director determines that review of a land use application including, but not limited to, comprehensive plan map/text amendment, zoning map/text amendment, annexation, development proposal, or building permit application requires the retention by the city of professional consulting services, the applicant shall reimburse the City for the cost of such professional consulting services. Such costs are a debt due and payable to the City prior to issuance of final plan or land use approval. The Director may require the applicant to deposit an amount with the City estimated in the discretion of the Director, to be sufficient to cover anticipated costs of retaining professional consultant services and to ensure reimbursement for such costs. Unless waived or postponed by the Director, execution of a reimbursement agreement and payment of the deposit shall be considered a component of a complete application and application fee. This does not preclude the Director from later requiring execution of a reimbursement agreement and additional deposit if the Director later determines that there is a need for consulting services or additional services. Any amount not expended by City will be returned to the applicant, without interest.

Section 3. This Resolution shall take effect immediately on adoption.

First Reading:

Second Reading:

Adopted by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 201_.

APPROVED:

Henry Balensifer, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

«Making a difference through excellence of service»



CITY OF WARRENTON

AGREEMENT TO REIMBURSE PROFESSIONAL CONSULTING SERVICES EXPENSES RELATED TO DEVELOPMENT APPLICATION

The undersigned (Applicant) recognizes that the City of Warrenton may need to retain one or more professional consultants to assist City in review and evaluation of Applicant's land development application for compliance with state and City standards. Applicant acknowledges that such review benefits Applicant by making the land use review process quicker, more complete and more accurate.

City Resolution No. 2505 authorizes the Community Development Director to determine when professional services are appropriate and requires that Applicant reimburse City for such fees and related expenses in addition to the normal permit and plan review fees.

Resolution No. 2505 authorizes the Director to require at any time a deposit in an amount no greater than the estimated cost of the professional services. If the Director determines during the application completeness review that consulting services may be needed, submittal of the deposit shall be a component of a complete application. If the Director later determines that consulting services, or additional services are needed, the deposit shall be made within 5 days of notice from the Director. City will pay consultant from the deposit and refund any unused portion of the deposit, without interest, within 10 days of issuance of the final land use decision or withdrawal of the application.

Applicant hereby agrees and promises to pay to City the actual cost to City of professional consulting services retained by City in conjunction with review of Applicant's land development application. The full amount (beyond any deposit) shall be due and payable no later than the date of the final land use decision on the application or on withdrawal of the application by applicant. City, after 10 days' notice and opportunity to cure, shall be entitled to any and all remedies available under Oregon law to collect the full amount due, together with interest at 9% per annum from the date of such notice. The prevailing party in an action to enforce this Agreement shall be entitled to its reasonable attorney fees and costs, including on appeal.

Applicant: _____ Date: _____

Mailing Address: _____

Title of person authorized to obligate Applicant: _____

Signature of person authorized to obligate Applicant: _____

7-C

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Collin Stelzig, Interim Public Works Director

DATE: September 26, 2017

SUBJ: Letter of Support for the Tansy Point Interpretive Kiosk

SUMMARY

The Warrenton Parks Advisory Board requests a letter of support to the Northwest Coast Trails Coalition for the planning, fundraising and construction of an Interpretive Kiosk celebrating the history of local Clatsop Tribes, Settlers and Natural Resources. This letter of support may be used for the submission of grant applications. The Parks Advisory Board proposes construction of this Kiosk at the culmination of the NE 1st to 13th Trail near Tansy Point.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motion:

"I move to approve the letter of support requested by the Warrenton Parks Advisory Board for an interpretive kiosk at the Tansy Point Trailhead."

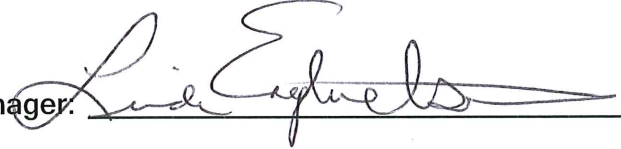
ALTERNATIVE

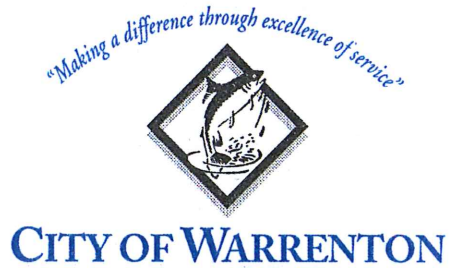
None recommended

FISCAL IMPACT

None

The Northwest Coast Trails Coalition will fund the construction of this project through fundraising.

Approved by City Manager: 



September 26, 2017

Honorable Park Board Members

Re.: Request for a Letter of Support from the Warrenton City Commission for the Tansy Point Interpretive Kiosk.

From the first Native American People, the Flavel Hotel, to the present day, the City of Warrenton has a rich and diverse cultural and natural history.

The Warrenton City Commission approves of the attached concept drawings and is in support of the Tansy Point Interpretive Kiosk. We believe the project will greatly enhance the Warrenton Trail System and provide historical references for our community.

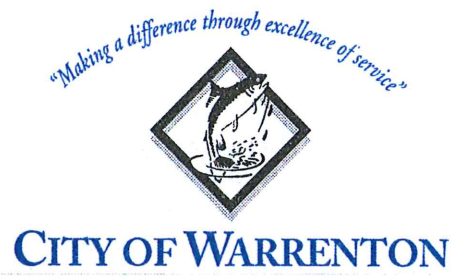
It has been suggested there are grant sources that may fund this project. It is our hope that this letter of support begins the grant application process.

We thank the "Parks Board" and the "Northwest Coast Trails Coalition" for their service to our community and we look forward to the success of this project.

The Warrenton City Commission

Honorable Mayor Henry Balensifer III

7-D



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: September 26, 2017
SUBJ: Consideration of Grant Administration Services Agreement with
Columbia-Pacific Economic Development District (Col-Pac)

IN SUMMARY

Col-Pac has provided the City a proposal to perform grant administration services related to the Pacific Coast Seafood Rebuild Project. The Columbia-Pacific Economic Development District (Col-Pac) is "a private non-profit organization established to assist in diversifying and strengthening the economy and livability of Northwest Oregon." They provide a range of economic and community development and technical services. Mary McArthur, Executive Director, is experienced in sorting through the requirements of these state grants and will assist with contract review and monitoring, financial management/project reporting, and reviewing certified payroll and assuring BOLI requirements are met. The proposed cost is \$62,500 plus mileage.

RECOMMENDATION/SUGGESTED MOTION

“ I move to authorize the Mayor’s signature on the Contract for Professional Consulting Services with Columbia-Pacific Economic Development District for an amount not to exceed \$62,500 (plus mileage) for grant administration services for the Pacific Coast Seafoods Rebuild Project.”

ALTERNATIVE

None recommended.

FISCAL IMPACT

The City has included a reimbursement for Administrative Expenses clause in our agreements with Pacific Coast Seafood. They will reimburse the City up to \$75,000 for administrative costs associated with the project and grant administration.

Pacific Seafood Facility Rebuild
Grant Administrative Services
Scope of Work (Proposed)

Columbia-Pacific Economic Development District (Col-Pac) is experienced in and available to provide any of the following grant management services:

A. Public Funds Contracting Review and Monitoring

1. Review State-funded public bid and contracting documents for adherence to funder requirements.
2. Ongoing project monitoring to ensure State-funded contracting conditions are being met.

B. Financial Management/Project Reporting

1. Review and/or prepare of drawdowns of State project funds to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
2. Review and/or prepare of State-funded project required reporting.

C. Certified Payroll/Labor Standards Review

1. Review general contractor and sub-contractor wage classifications and forms establishing certified payroll processes.
2. Review weekly certified payroll submittals for completeness.
3. Follow up to ensure incomplete certified payroll reports are corrected prior to project completion.
4. Maintain binder of all certified payroll records submitted.

D. Payment Schedule

Grant administrative services are billed monthly at \$75/hour plus mileage at the federal rate. Invoices include documentation of time and expenses. Contracting is typically on a not-to-exceed basis.

For a project the scope and complexity of Pacific Seafood's facility replacement, maximum/not-to-exceed costs would be:

Administrative Service	Amount
Contract Review and Monitoring	\$ 2,500
Financial Management/Project Reporting	\$ 5,000
Certified Payroll/Labor Standards	\$55,000

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING 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 Columbia-Pacific Economic Development District (Col-Pac), hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide Grant Administrative Services for the City of Warrenton, as described in the attached proposal (Exhibit A).

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

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$ 62,500 plus mileage for performance of Grant Administrative Services for the Pacific Coast Seafoods Rebuild Project ;

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

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract (will be reimbursed by Pacific Coast Seafood – see attached) Exhibits B and C.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

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

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the

terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

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

15. INSURANCE

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

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance

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

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

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

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

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

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry Balensifer III, Mayor Date

ATTEST: _____
Dawne Shaw, Deputy City Recorder

CONSULTANT:

By: _____
Printed Name: _____ Date _____
Title: _____

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 [Signature]
DATE: September 26, 2017
SUBJ: Ordinance Implementing Measure 4-181

SUMMARY

The attached Ordinance, submitted for second reading and adoption, 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.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the second 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.

"I move to adopt Ordinance No. 1215."

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 26th day of September, 2017.

First Reading: Sept. 12, 2017

Second Reading: Sept. 26, 2017

APPROVED:

Henry Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

Exhibit A

3.40.010 Purpose.

The purpose of this Chapter is to implement Charter Chapter XI, 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 Chapter XI is to be implemented.

3.40.020 Definitions.

For purposes of this chapter and Charter Chapter XI, 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 Chapter XI, 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 Chapter XI.
- 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

Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission
From: April Clark
Finance Director
Date: September 26, 2017

Regarding – Consideration of Resolution No. 2504 Approving and Adopting Increases to Appropriations for Specific Purpose Grants for the fiscal year ending June 30, 2018

SUMMARY:

Staff is presenting a budget adjustment for your approval in order to amend the current budget to allow for additional spending authority in the Grants Fund.

The City recently entered into agreements with both the State of Oregon and Pacific Coast Seafoods. The total of the two grants from the State is \$3,150,000. The agreement with Pacific Coast Seafood allows for reimbursement of the City's costs, not to exceed \$75,000. This adjustment provides for the use of grant proceeds from the State of Oregon, Department of Administrative Services and the Oregon Business Development Department for rebuilding of the dock and facility by Pacific Coast Seafoods. This increases proceeds and increases spending authority in materials and services in the Grants Fund.

RECOMMENDATION:

Staff recommends the following motions:

"I move to approve Resolution No. 2504 Approving and Adopting Increases to the 2017-2018 Budget by increasing appropriations for Specific Purpose Grants."

ALTERNATIVE:

No alternative is being recommended.

FISCAL IMPACT:

Budgeted revenues are increased by \$3,225,000 and budgeted expenses are increased by \$3,225,000 in the Grants Fund. There is no overall fiscal impact to the City as the increased appropriations of \$3,225,000 will be made from grant proceeds from the state and reimbursements from Pacific Coast Seafoods.

Approved by City Manager: _____

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

RESOLUTION NO. 2504

Introduced by All Commissioners

**APPROVING AND ADOPTING INCREASES TO THE 2017-2018 BUDGET BY
INCREASING APPROPRIATIONS FOR SPECIFIC PURPOSE GRANTS**

BE IT RESOLVED that the City Commission of the City of Warrenton hereby adopts the following 2017-2018 budget changes for revenues and expenses from specific purpose grants, which were unforeseen at the time of the preparation of the budget.

Whereas, the city has entered into agreements with the State of Oregon, Department of Administrative Services, Oregon Business Development Department and Pacific Coast Seafoods for the purpose of receiving grant funds and reimbursing Pacific Coast Seafoods for the construction of a new concrete dock and a new seafood processing facility. Grant Funds to be received from the State of Oregon and reimbursed to Pacific Coast Seafoods are \$3,150,000. Reimbursements from Pacific Coast Seafoods to the City for administrative costs are \$75,000.

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

Whereas, these funds totaling \$3,225,000.00 will be used to reimburse Pacific Coast Seafoods for approved expenses and to administer the Grants during this budget year:

<u>Grants Fund</u>	<u>Existing</u>	<u>Changes</u>	<u>Adjusted</u>
Total Resources	\$ 139,242	3,225,000	\$ 3,364,242
Police Department	22,679		22,679
Admin Department	113,497	3,225,000	3,338,497
Total Expenditures	136,176	3,225,000	3,361,176

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

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

This resolution is effective on September 26, 2017.

Mayor

ATTEST:

Deputy City Recorder