

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
June 14, 2016 – 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. Commission Regular Meeting Minutes – 5.24.16
- B. Marinas Monthly Report – April

Items on the Consent Calendar have previously been discussed and/or are considered routine. Approval of the Consent Calendar requires a motion, a second, and no discussion, unless requested by a member of the City Commission.

6. **BUSINESS ITEMS**
 - A. Presentation of Services/Rates – Recology Western Oregon and Consideration of Recycling Rate Resolution No. 2463
 - B. Resolution No. 2464 Referral to Ballot - Property Protection Petition Initiative
 - C. Consideration of Event Application for Concert in the Park, Beer Garden, and Food Vendors (Quincy Park)

- D. Consideration of Business Oregon Infrastructure Finance Authority Grant/Loan for Inflow and Infiltration Reduction Study
- E. Consideration of Amendment to City Gravel Road Maintenance Policy
- F. First Reading of Resolution No. 2461 – Water Rates
- G. First Reading of Resolution No. 2462 – Sewer Rates
- H. Parks Advisory Board Recommendation for City Logo Sharing – NW Coast Trails Coalition Web Page
- I. Consideration of Contract with Correct Equipment for Telemetry Hardware

7. **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.

8. **ADJOURNMENT**

Warrenton City Hall is accessible to the disabled. If special accommodation is needed, please notify the City Recorder at 503-861-0823, at least 48 hours in advance of the meeting so appropriate assistance can be provided. TDD Users: Please call Oregon Telecommunications relay service at 1-800-735-2900.

MINUTES

Warrenton City Commission
Regular Meeting - May 24, 2016
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, Or 97146

Mayor Mark Kujala called the meeting to order at 6:00 p.m., then led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Kurt Fritsch, City Attorney Harold Snow, City Recorder Linda Engbretson, Finance Director April Clark, Wastewater Treatment Superintendent Kyle Sharpsteen, Police Chief Mathew Workman, Public Works Director James Dunn, Fire Chief Tim Demers, Public Works Foreman Craig Walter

COMMISSIONER COMMENTS

Commissioner Balensifer - reported he and City Manager Fritsch recently met with the FEMA Region 10 Administrator at a meeting in Portland. He said it was a very productive meeting, and thanks to Senator Johnson, Warrenton got a lot of time to discuss levee certification improvement projects, needed assistance, and hopefully becoming a "test project." He asked what the others thought about becoming an Oregon Solutions Project. Mayor Kujala strongly supported that, stating anything the City can do to move the levee certification process forward is important.

Mayor Kujala noted the completion of the budget process for FY 2016-2017 . He thanked the budget committee and staff, commenting it was a smooth process.

City Recorder Linda Engbretson explained the County has verified that the initiative petition proposing a charter amendment to require voter approval for transfer of City assets has received enough qualified signatures for referral to the ballot. She requested its presentation to the Commission be added to the Agenda.

Commissioner Balensifer made the motion to add Item F as presentation of IP 28 - Initiative Petition filing. Motion was seconded and passed unanimously.

Newton - aye; Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

Public Works Director James Dunn reported several volunteers helped the City out with Quincy and Bessie Robinson Park improvements in recent weeks. He thanked teacher Sue Marchello and the Warrenton High School Leadership Class for painting dugouts on May 16 and Hans Lund, Rick Walter, Craig Walter, and Jason Krupp for building concrete benches in the dugouts on Field 1 on May 22nd.

CONSENT CALENDAR

- A. City Commission Regular Meeting Minutes - 5.10.16
- B. Commission Work Session Minutes - 5.10.16
- C. Monthly Finance Report - April
- D. Fire Dept. Monthly Activity Report - April
- E. Monthly Police Statistics Report - April
- F. WBA Meeting Minutes - Sept. And Oct. 2015/ Jan., Feb. And March 2016
- G. Community Library Board Minutes - 4.29.16

Commissioner Henry Balensifer made the motion to approve the Consent Calendar as presented. Motion was seconded and passed unanimously.

Newton - aye; Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

BUSINESS

Mayor Kujala introduced Clatsop County Manager Cameron Moore. Mr. Moore briefly reviewed his 30 years in local government, and said he is looking forward to his work here in Clatsop County.

Police Chief Mathew Workman presented several citizen recognition awards; Chief Workman reported that Mr. Chris Mayer, Warrenton Rite Aid Store Manager, was instrumental in preventing a woman from falling prey to a phone scam. She was asked to purchase \$2,000 in rechargeable credit cards to bail her grandson out of the Warrenton Jail. Mr. Mayer contacted Warrenton Police and was able to keep her from completing the transaction until police assured her it was a phone scam. Chief Workman commended Mr. Mayer's persistence in preventing the woman from completing the transaction. Chief Workman presented Mr. Dan Withers and Mr. Travis Addison with recognition awards for their assistance in aiding a woman during an attempt to steal her purse in the Fred Meyer parking lot. He explained that their intervention kept the woman from being seriously injured, she was knocked down by the suspects vehicle, as well as identifying the suspect was later detained and convicted. Chief Workman then recognized Warrenton Police Officer Robert Wirt and Sr. Officers Aaron Berndt and Richard Kraynak. He explained local resident Darlene Warren had stopped to assist a woman in mental distress after

MINUTES

Warrenton City Commission
Regular Meeting - 5-24-16

Page: 2

witnessing the woman fall into a ditch. The woman had a knife who was threatening to harm herself. Ms. Warrenton was able to make contact with Warrenton Police officers and then stayed with the woman and talking with her to keep her from harming herself until the officers arrived. The officers were able to diffuse the situation, and Ms. Warren had posted the incident on face book stating she was very impressed that the officers de-escalated the situation without compromising anyone's safety. It could have ended very badly, as the woman was brandishing the knife. Chief Workman presented letters of commendation to the officers. Chief Workman then recognized Darlene Warren for her care and compassion, assisting the woman, that most likely prevented this woman from harming herself.

Mayor Kujala recused himself from the next Agenda Item - consideration of the MOU between the City, CREST, and the Skipanon Water Control District explaining he and family members own property in the project area, and he could be economically impacted by the project. Mayor Kujala turned the meeting over to Mayor Pro Tem Henry Balensifer. City Manager Fritsch requested consideration of renewal of the Memorandum of Understanding (MOU) between CREST, the Skipanon Water Control District, and the City regarding the 8th Street Dam Restoration Project. He explained the MOU was previously approved by the Commission (4 - 0), but expired December 31, 2015. He explained the project is the removal of the dam by the Skipanon Water Control District and the replacement of the dam with a bridge for traffic conveyance paid for through a federal BPA grant. Crest is the third party administrator for the project. Mr. Fritsch explained the project was delayed due to the City's request for additional information and the City hiring an engineering consultant to review the plans of the project engineers. The engineering plans for the bridge were modified with input from the City's consultant. Mr. Fritsch explained that this evenings requested action will not give approval to the project as a whole. He explained the project itself will be before the Planning Commission as a land-use action; however, the renewal of the MOU does show the City's continued interest in accepting a bridge at the current location of the dam, built using BPA funds, at no cost to the City. He stated that should the Commission decline the renewal of the MOU and not wish to participate, then the Skipanon Water Control District may or may not move forward with the project with no commitment for a replacement structure. Mr. Fritsch noted the dam is not part of the City's levee system nor is it an integral part of flood control within the City. While this item is not a land use action or public hearing, Mayor Pro-tem Henry Balensifer stated he would allow public comment specifically addressing the renewal of the MOU, limited to a 3 minute time period.

John Nygaard - Warrenton - stated CREST, the Skipanon Watershed Council, and City staff are missing the biggest potential harm of the project. He said the size of the bridge and actual water elevation change and flooding that will occur is important but immaterial compared to the bigger question as to how this project will impact the City's flood plain, maps, and levy system costs. Mr. Nygaard stated the Federal Emergency Management Agency (FEMA) and the National Oceanic and Atmospheric Administration (NOAA) are discussing how to force a "no development zone" over all of Oregon's mapped flood plains and 170 feet out from all the

MINUTES

Warrenton City Commission
Regular Meeting - 5-24-16

Page: 3

mapped flood plains. He suggested the only potential safe pathway is to have the levees certified as a complete flood protection system. He said the 8th Street Dam was recognized as a critical flood structure in providing at least 1 ft. of flood protection in the 1978 FEMA flood plain maps, and he believes it prudent to wait until it is known what FEMA and the USACE are going to require to certify the levee system. Mr. Nygaard then stated the City Commission's approval of the previous MOU improperly influenced the Planning Commission's independent review of the project. He said the adoption of the MOU caused confusion for the Planning Commission; that the City had already reviewed and approved the project because of the MOU. Mr. Nygaard also said the City should take back control of the 8th Street Dam from the Skipanon Water Control District, if they are unwilling to maintain it, as it is critical to the City's levee certification process and the Commission should vote No on the MOU until FEMA, NOAA, and the USACE have confirmed the City's actual options and costs to protect the community from the no development zone.

Paul Kujala - Hammond - said he believes the removal of the dam will adversely affect private property, and he said engineering studies show this. He said that the Skipanon Water Control District opened the lids on the dam around 2000 to allow flow back and forth and that compromised the main purpose of the dam. "It negatively impacted the upstream properties." He said the engineering report that was done before opening the lids is the report that really matters. Mr. Kujala said the City should take responsibility for the dam. He said he wants the dam to stay where it is and the lids put back on.

Judy Kujala - Warrenton - said she is a landowner upstream from the 8th Street Dam, and her property is in and adjacent to FEMA's currently mapped flood plain. She said the removal of the dam would greatly harm the value of her property. Ms. Kujala said FEMA and NOAA are currently discussing forcing a no development zone over all of FEMA's mapped flood plains in Oregon and a 170 ft. no development setback in all directions from the mapped flood plains. Ms. Kujala said the only protection of the no development agenda is flood protection structures such as the 8th Street Dam. She said the removal of the dam will force her to pay flood insurance on her property even if the City is able to get the levee system certified. Ms. Kujala said that since the Skipanon Watershed Council has stated they are unable or unwilling to properly maintain the dam as a flood control structure, then the City should take control of the dam since it is critical to the levee certification.

Dick Hellberg - Warrenton - explained he owns the first 240 ft. of property above the dam on the west side. He said the dam has been there since he purchased his home in 1971. Mr. Hellberg said the dam has never functioned well and the water quality was really poor before they opened up the lids. Mr. Hellberg said he had erosion problems and he had to put in a rock berm in to protect his home. The water level was kept up and it saturated the sand and then the bank would fall away in the wintertime when they opened the gates. He said it works better now than when it was closed. If the dam isn't there it will work better. He said he'd like to see the dam removed and the City accept a bridge.

MINUTES

Warrenton City Commission

Regular Meeting - 5-24-16

Page: 4

Bruce Francis - Vice Chair of the Skipanon Water Control Board - he explained the structure was designed over 50 years ago with a design life of 50 years. It is now a real risk to the City and anyone who goes over it. He said it was not designed as a bridge and is a real liability by allowing heavy traffic to run across it. He said the City is assuming the liability if any failure occurs. Mr. Francis stated engineering studies show it is prudent to decommission the structure, not only because of liability issues but because it would create a free flowing stream with better water quality. Mr. Francis said he is quite surprised that people are so adamantly opposed, as he believes that property values upstream will increase with a navigable stream fronting them. Mr. Francis reiterated the dam is not part of the City's diking system. He said it's totally independent and the hydro logic report shows it is not producing any flood control benefits. Mr. Francis stated the Skipanon Water Control Board is going to move forward with or without the MOU to decommission the structure. He said that by signing the MOU the City will get a free bridge.

Stan Johnson -Astoria - stated he owns property upstream from the dam. Mr. Johnson said he's "been a victim of the Skipanon Watershed Council's zeal, so I take whatever they say with a grain of salt." You should take your time and look into this further. I do not like the idea you are being forced, "either you get the bridge or don't get the bridge."

Commissioner Tom Dyer made the motion to approve entering into and authorizing the signature on the Memorandum of Understand regarding the 8th Street Dam Restoration Project between CREST, the Skipanon Water Control District, and the City of Warrenton. Motion was seconded. Commission discussion followed with Commissioner Dyer stating the MOU is separate from the dam project itself. He said he believes the Planning Commission will do its due diligence regarding the removal of the dam and building of a bridge as a land use issue. "I'm not telling the Planning Commission to approve it because we approved the MOU." Commissioner Dyer said he believes it is in the City's best interest to accept a bridge if a bridge is built. Mayor Pro tem Balensifer stated the MOU is whether or not we want to accept a bridge if a bridge gets built. The Planning Commission will decide the land use issues. He noted the clause included in the previous MOU requiring that permits be approved has been removed. He reiterated the requested action this evening is not a land use action. Commissioner Newton asked for clarification on the 170 ft. setback. City Manager Fritsch explained the 170 ft. setback is a proposal from NOAA. He stated the dam really has no impact on that matter, as to whether or not they are considered to have protection or not, just as the levees will have no positive impact on that decision, even if they are certified. Manager Fritsch stated the City isn't "blackmailed." He explained that the City approached the Skipanon Water Control District several years back after the District started discussing removing the dam insisting there be a replacement for emergency access to the properties on the east side. Discussion resulted in the BPA grant that would accomplish that for the City at no cost. Commissioner Ackley said it is difficult for her to support the renewal of the MOU due to the FEMA and NOAA discussions and the update from Tetra Tech. She said it doesn't make any sense when there are clear photos of the upstream properties being eroded. I think we are going down the wrong path not having any tidal inundation. Commissioner Balensifer disagreed stating he believes the degradation and flooding is because

the dam is holding the water back. **The question was called.**

Nay - Ackley; Nay - Newton; Dyer - aye; Balensifer - aye

Mayor Pro tem Balensifer noted the MOU fails to be renewed and turned the meeting back over to Mayor Mark Kujala.

City Recorder Linda Engbretson reviewed the proposed amendment to the Visitor Center Ground Lease with Atlas Young's Bay LLC. The Visitor Center is located in the Young's Bay Plaza parking lot. Ms. Engbretson explained the City owns the building and the lease is a ground lease only. There is no monetary consideration for use of the site. The amendment extends the lease an additional ten (10) years.

Commissioner Henry Balensifer made the motion to authorize the Mayor and City Manager to sign the Second Amendment to Lease Agreement between the City and Atlas Young's Bay LLC for the Warrenton Visitor Center. Motion was seconded and passed unanimously.

Newton - aye; Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

Mayor Kujala requested the Commission support Mr. Peter Leipzig for appointment to the Pacific Fishery Management Council. Mayor Kujala explained this was put on the agenda at his request. He said Mr. Leipzig is a person of industry and is needed on the council to make sure there is fair representation. A draft letter of support was included in the meeting packet.

Commissioner Henry Balensifer made the motion to authorize the Mayor's signature on a letter supporting the appointment of Pete Leipzig to the Pacific Fishery Management Council. Motion was seconded. Commissioner Ackley asked whether Mr. Leipzig was running for a commercial or a sport seat, and whether he is from this area. He is from California and represents the trawlers, at large. **Motion passed unanimously.**

Newton - aye; Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

City Manager Fritsch explained the initiative petition, IP - 28, for a charter amendment to require voter approval for transfer of City assets valued more than \$100,000 has enough signatures to qualify for the November ballot. City Recorder Linda Engbretson explained ORS 250.325 requires the initiative be filed with the city governing body at its next meeting which occurs after the petition has qualified to the ballot. The Clatsop County Clerk notified the City on May 10 that it qualified. The Commission has 30 days in which to review and take action on the measure.

Mr. Marlin Larsen - Hammond- requested the Commission address the idea of lodging on his property adjacent to the Hammond Marina. He wants to offer his 31ft. bay liner as a sleep

aboard unit. It may be contrary to the code, but he said he thinks it would be a nice addition for tourist accommodation. Mr. Larsen requested the Commission vote to allow his bay liner as a sleep aboard unit.

There being no further business, Mayor Kujala adjourned the regular meeting at 7:15 p.m.

APPROVED

Mark Kujala, Mayor

ATTEST

Linda Engbretson, CMC
City Recorder

CITY OF WARRENTON MARINAS - REVENUE COLLECTED THROUGH APRIL 30, 2016

WARRENTON

HAMMOND

REVENUE	BUDGET	YTD	%	REVENUE	BUDGET	YTD	%
OSMB - MAP GRANT	\$ 3,175.00	\$ 3,745.00	118%	OSMB - MAP GRANT	\$ 1,600.00	\$ 1,230.00	77%
MOORAGE CREDITS	\$ -	\$ -		MOORAGE CREDITS	\$ -	\$ -	
ANNUAL MOORAGE	\$ 248,548.00	\$ 251,954.50	101%	ANNUAL MOORAGE	\$ 99,680.00	\$ 102,960.00	103%
TRANSIENT DAILY	\$ 38,000.00	\$ 52,929.00	139%	TRANSIENT DAILY	\$ 5,000.00	\$ 11,656.00	233%
UTILITIES	\$ 42,000.00	\$ 41,628.79	99%	UTILITIES	\$ 5,000.00	\$ 3,242.00	65%
BOAT STORAGE	\$ 8,000.00	\$ 13,410.00	168%	BOAT STORAGE	\$ -	\$ -	
LAUNCH RAMP	\$ 17,000.00	\$ 20,940.00	123%	LAUNCH RAMP	\$ 60,000.00	\$ 69,790.00	116%
HOIST/SHOWER	\$ 9,000.00	\$ 16,800.00	187%	HOIST/SHOWER	\$ -	\$ -	
FUEL CHARGES	\$ -	\$ -		FUEL CHARGES	\$ -	\$ -	
MONTHLY MOORAGE	\$ 36,000.00	\$ 28,148.00	78%	MONTHLY MOORAGE	\$ 26,000.00	\$ 22,777.00	88%
TRANSIENT DEPOSIT	\$ -	\$ -		TRANSIENT DEPOSIT	\$ -	\$ -	
PARKING	\$ 13,000.00	\$ 14,731.00	113%	PARKING	\$ 24,000.00	\$ 15,422.50	64%
PUMP OUT	\$ -	\$ 100.00		PUMP OUT	\$ -	\$ -	
OVERNIGHT STAY	\$ 4,500.00	\$ 7,955.00	177%	OVERNIGHT STAY	\$ 25,000.00	\$ 34,314.00	137%
LIVEABOARD FEES	\$ 10,800.00	\$ 6,540.00	61%	LIVEABOARD FEES	\$ -	\$ -	
WORK SLIP	\$ 8,000.00	\$ 13,225.00	165%	WORK SLIP	\$ -	\$ -	
REPAIR CHARGES	\$ -	\$ -		REPAIR CHARGES	\$ -	\$ -	
PIER USE	\$ -	\$ 2,000.00		PIER USE	\$ -	\$ -	
PIER PRODUCT CHARGES	\$ -	\$ -		PIER PRODUCT CHARGES	\$ -	\$ -	
MISCELLANEOUS	\$ 937.00	\$ 5,765.81	615%	MISCELLANEOUS	\$ 1,500.00	\$ 3,104.25	
INTEREST EARNINGS	\$ 4,500.00	\$ 4,047.44	90%	INTEREST EARNINGS	\$ 2,200.00	\$ 1,493.21	68%
LEASE RECIPITS	\$ 27,749.00	\$ 2,286.74	8%	LEASE RECIPITS	\$ 12,901.00	\$ 10,931.10	85%
TOTALS	\$ 471,209.00	\$ 486,206.28	103%	TOTALS	\$ 262,881.00	\$ 276,920.06	105%

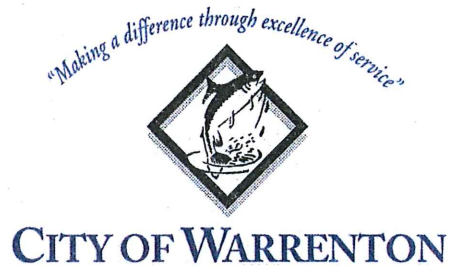
Accounts Receivable	Current	30-60	60-90	Over 90	Total
	\$ 11,302.78	\$ 1,462.79	2,899.72	\$ 26,044.98	\$ 41,710.27
Receivable Breakdown Warrenton - \$39,501.15 Hammond - \$2,209.12					

PROJECTS

Kayak Dock Repair

UPCOMING EVENTS

Warrenton & Hammond Salmon Season Prep



AGENDA MEMORANDUM

TO: The Warrenton City Commission

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

DATE: June 14, 2016

SUBJ: Recology Western Oregon Recycling Rates

SUMMARY

Representatives from Recology Western Oregon will be at the meeting to discuss service and rates. According to our recycling agreement with Western Oregon Waste, *"Each year on July 1 the rate will be subject to a percentage increase equal to the annual change in the Consumer Price Index (CPI-U, West BIC).* The attached resolution shows a rate increase for recycling services from the current \$6.94 to \$6.97. Rate resolutions typically require two readings to give the public ample notice and opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

" I move to conduct the first reading, by title, of Resolution No. 2463, by title."

Title: Resolution No. 2463; Adopting and Setting New Rates for Recycling Services and Repealing All Resolutions in Conflict.

ALTERNATIVE

None recommended

FISCAL IMPACT

As an Enterprise Fund, the sanitation department must be self-supporting.

Approved by City Manager: *Burt Litch*

RESOLUTION NO. 2463

Introduced by All Commissioners

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

WHEREAS, Recology Western Oregon, the City's Residential Recycling Service Provider is instituting an increase in residential recycling service rates in the City of Warrenton effective July 1, 2016, as outlined in the agreement between the City and Recology Western Oregon; and

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

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

RESIDENTIAL RECYCLING RATES

CITY OF WARRENTON

Effective July 1, 2016

TYPE OF SERVICE	MONTHLY RATE
RESIDENTIAL	
96 Gallon Roll Cart - Every other Week P/U	\$6.97

BE IT FURTHER RESOLVED that all resolutions in conflict with Resolution No. 2463 are hereby repealed and replaced with the above residential recycling user fees, effective July 1, 2016.

This Resolution shall be effective July 1, 2016.

Adopted by the City Commission of the City of Warrenton this 28th day of June, 2016.

First Reading: June 14, 2016

Second Reading: June 28, 2016

APPROVED

Mark Kujala, Mayor

ATTEST

Linda Engbretson, CMC, City Recorder

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

COLLECTION SERVICES - BILLED TO CITY

MONTHLY RATES

90REC	90G COMMINGLED RECYCLING -CURB	\$ 6.94	0.50%	\$ 0.03	\$ 6.97
90RES	90G COMMINGLE-SIDE	\$ 6.94	0.50%	\$ 0.03	\$ 6.97
1CBE	CARDBOARD CONTAINER - ALL SIZES	\$ 33.98	0.50%	\$ 0.16	\$ 34.14
2GEW	2YD WASTE WATER EOW	\$ 171.85	0.50%	\$ 0.85	\$ 172.70

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

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

APF	REFRIGERATOR/FREEZER	\$ 51.66	0.00%	\$ -	\$ 51.66
APPL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
FURN	FURNITURE CHARGE	\$ 17.22	0.00%	\$ -	\$ 17.22
IRSC	IN ROUTE SERVICE CHARGE	\$ 29.81	0.50%	\$ 0.14	\$ 29.95
SC	SERVICE CHARGE	\$ 119.25	0.50%	\$ 0.59	\$ 119.84

RELATED FEES

RATE PER EACH

CORDF	CONTAINER RE-DELIVERY FEE	\$ 119.25	0.50%	\$ 0.59	\$ 119.84
-------	---------------------------	-----------	-------	---------	-----------

Note: Re-Delivery fees apply for resume service after suspend.

RATE PER EACH

CCF	CART CLEANING FEE	\$ 25.00	0.00%	\$ -	\$ 25.00
CRF	CART REPLACEMENT FEE	\$ 65.00	0.00%	\$ -	\$ 35.00

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

RATE PER EACH

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

FRONT-LOAD CONTAINER SERVICE

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

1 YARD CONTAINERS

MONTHLY RATES

1GE	1YD TRASH EOW	\$ 91.00	0.50%	\$ 0.45	\$ 91.45
1XP	EXTRA PICK UP-1YD TRASH	\$ 33.48	0.50%	\$ 0.16	\$ 33.64

1.5 YARD CONTAINERS

MONTHLY RATES

1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 43.06	0.50%	\$ 0.21	\$ 43.27
------	---------------------------	----------	-------	---------	----------

2 YARD CONTAINERS

MONTHLY RATES

2GW	2YD TRASH	\$ 232.21	0.50%	\$ 1.16	\$ 233.37
2GE	2YD TRASH EOW	\$ 128.67	0.50%	\$ 0.64	\$ 129.31
2GM	2YD TRASH MONTHLY	\$ 72.94	0.50%	\$ 0.36	\$ 73.30
2OC	ON CALL-2YD TRASH	\$ 52.61	0.50%	\$ 0.26	\$ 52.87
2XP	EXTRA PICK UP-2YD TRASH	\$ 52.61	0.50%	\$ 0.26	\$ 52.87

3 YARD CONTAINERS

MONTHLY RATES

3GW	3YD TRASH	\$ 307.52	0.50%	\$ 1.53	\$ 309.05
3GE	3YD TRASH EOW	\$ 166.32	0.50%	\$ 0.83	\$ 167.15
3GM	3YD TRASH MONTHLY	\$ 90.32	0.50%	\$ 0.45	\$ 90.77
3OC	ON CALL-3YD TRASH	\$ 71.74	0.50%	\$ 0.35	\$ 72.09
3XP	EXTRA PICK UP-3YD TRASH	\$ 71.74	0.50%	\$ 0.35	\$ 72.09

**RECOLOGY WESTERN OREGON
WAR CITY OF WARRENTON**

**SUMMARY RATE SHEET
EFF. DATE: 7/1/2016**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

4 YARD CONTAINERS

MONTHLY RATES

4GW	4YD TRASH	\$ 376.56	0.50%	\$ 1.88	\$ 378.44
4GE	4YD TRASH EOW	\$ 200.82	0.50%	\$ 1.00	\$ 201.82
4GM	4YD TRASH MONTHLY	\$ 106.27	0.50%	\$ 0.53	\$ 106.80
4OC	ON CALL-4YD TRASH	\$ 89.28	0.50%	\$ 0.44	\$ 89.72
4XP	EXTRA PICK UP-4YD TRASH	\$ 89.28	0.50%	\$ 0.44	\$ 89.72

5 YARD CONTAINERS

MONTHLY RATES

5GW	5YD TRASH	\$ 451.86	0.50%	\$ 2.25	\$ 454.11
5GE	5YD TRASH EOW	\$ 238.48	0.50%	\$ 1.19	\$ 239.67
5GM	5YD TRASH MONTHLY	\$ 123.67	0.50%	\$ 0.61	\$ 124.28
5OC	ON CALL-5YD TRASH	\$ 108.40	0.50%	\$ 0.54	\$ 108.94
5XP	EXTRA PICK UP-5YD TRASH	\$ 108.40	0.50%	\$ 0.54	\$ 108.94

6 YARD CONTAINERS

MONTHLY RATES

6GW	6YD TRASH	\$ 527.18	0.50%	\$ 2.63	\$ 529.81
6GE	6YD TRASH EOW	\$ 276.14	0.50%	\$ 1.38	\$ 277.52
6GM	6YD TRASH MONTHLY	\$ 141.05	0.50%	\$ 0.70	\$ 141.75
6OC	ON CALL-6YD TRASH	\$ 127.56	0.50%	\$ 0.63	\$ 128.19
6XP	EXTRA PICK UP-6YD TRASH	\$ 127.56	0.50%	\$ 0.63	\$ 128.19

8 YARD CONTAINERS

MONTHLY RATES

8GW	8YD TRASH	\$ 615.04	0.50%	\$ 3.07	\$ 618.11
8GE	8YD TRASH EOW	\$ 320.07	0.50%	\$ 1.60	\$ 321.67
8GM	8YD TRASH MONTHLY	\$ 161.35	0.50%	\$ 0.80	\$ 162.15
8OC	ON CALL-8YD TRASH	\$ 149.87	0.50%	\$ 0.74	\$ 150.61
8XP	EXTRA PICK UP-8YD TRASH	\$ 149.87	0.50%	\$ 0.74	\$ 150.61

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

RNT1	1YD RENT - TRASH	\$ 20.00	0.00%	\$ -	\$ 20.00
------	------------------	----------	-------	------	----------

FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

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

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 20.02	2.50%	\$ 0.50	\$ 20.52
M10SC	10 QT SHARPS CONTAINER	\$ 23.19	2.50%	\$ 0.57	\$ 23.76
M23SC	23 QT SHARPS CONTAINER	\$ 44.79	2.50%	\$ 1.11	\$ 45.90
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 32.12	2.50%	\$ 0.80	\$ 32.92
M21BX	21 GAL MEDICAL WASTE BOX	\$ 41.46	2.50%	\$ 1.03	\$ 42.49
M48BX	48 GAL MEDICAL WASTE BOX	\$ 47.32	2.50%	\$ 1.18	\$ 48.50
M8GBP	RX MED WASTE TUB	\$ 93.23	2.50%	\$ 2.33	\$ 95.56

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

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 59.63	2.50%	\$ 1.49	\$ 61.12
10HG	10 YD TRASH BOX HAUL	\$ 119.25	2.50%	\$ 2.98	\$ 122.23
20HG	20 YD TRASH BOX HAUL	\$ 119.25	2.50%	\$ 2.98	\$ 122.23
30HG	30 YD TRASH BOX HAUL	\$ 119.25	2.50%	\$ 2.98	\$ 122.23
47HG	47 YD TRASH BOX HAUL	\$ 119.25	2.50%	\$ 2.98	\$ 122.23
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 119.25	20.00%	\$ 23.85	\$ 143.10

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

RATE PER TON

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

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

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 11.91	2.50%	\$ 0.29	\$ 12.20
-------	------------------	----------	-------	---------	----------

Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 118.79	2.50%	\$ 2.96	\$ 121.75
-------	--------------------	-----------	-------	---------	-----------

Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 119.25	2.50%	\$ 2.98	\$ 122.23
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 119.25	0.50%	\$ 0.59	\$ 119.84
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 178.86	0.50%	\$ 0.89	\$ 179.75

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

BULKY ITEMS - DEBRIS BOX

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

RATE PER EACH

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

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

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

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

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, April 2016
 [1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Apr. 2016 from:			Percent change to Mar. 2016 from:		
		Apr. 2015	Feb. 2016	Mar. 2016	Mar. 2015	Jan. 2016	Feb. 2016
U.S. city average.....	M	1.1	0.9	0.5	0.9	0.5	0.4
Region and area size²							
Northeast urban.....	M	1.0	0.8	0.6	0.6	0.4	0.2
Size A - More than 1,500,000.....	M	1.1	0.8	0.6	0.6	0.5	0.2
Size B/C - 50,000 to 1,500,000 ³	M	0.8	0.8	0.6	0.4	0.4	0.2
Midwest urban.....	M	0.8	1.1	0.4	0.5	0.6	0.6
Size A - More than 1,500,000.....	M	0.8	1.0	0.5	0.5	0.3	0.5
Size B/C - 50,000 to 1,500,000 ³	M	0.7	1.1	0.4	0.3	0.8	0.8
Size D - Nonmetropolitan (less than 50,000).....	M	1.2	1.4	0.2	1.0	1.3	1.2
South urban.....	M	0.9	1.0	0.4	0.7	0.7	0.6
Size A - More than 1,500,000.....	M	1.3	0.9	0.4	1.0	0.6	0.5
Size B/C - 50,000 to 1,500,000 ³	M	0.7	1.1	0.4	0.6	0.7	0.7
Size D - Nonmetropolitan (less than 50,000).....	M	0.3	1.0	0.5	-0.1	0.4	0.5
West urban.....	M	1.8	0.7	0.5	1.5	0.3	0.2
Size A - More than 1,500,000.....	M	2.2	0.7	0.4	2.0	0.4	0.3
Size B/C - 50,000 to 1,500,000 ³	M	0.5	0.7	0.6	0.3	0.2	0.1
Size classes							
A ⁴	M	1.4	0.8	0.5	1.1	0.4	0.4
B/C ³	M	0.7	1.0	0.5	0.4	0.6	0.5
D.....	M	1.1	1.1	0.4	0.9	0.6	0.6
Selected local areas⁵							
Chicago-Gary-Kenosha, IL-IN-WI.....	M	0.7	0.8	0.6	0.2	-0.1	0.1
Los Angeles-Riverside-Orange County, CA.....	M	2.0	0.5	0.2	1.7	0.3	0.3
New York-Northern N.J.-Long Island, NY-NJ-CT-PA. . .	M	1.0	0.7	0.4	0.7	0.4	0.2
Boston-Brockton-Nashua, MA-NH-ME-CT.....	1				0.6	0.5	
Cleveland-Akron, OH.....	1				-0.2	0.5	
Dallas-Fort Worth, TX.....	1				0.6	0.8	
Washington-Baltimore, DC-MD-VA-WV ⁶	1				1.0	0.6	
Atlanta, GA.....	2	1.9	1.0				
Detroit-Ann Arbor-Flint, MI.....	2	1.1	1.4				
Houston-Galveston-Brazoria, TX.....	2	1.4	0.5				
Miami-Fort Lauderdale, FL.....	2	1.4	0.7				
Philadelphia-Wilmington-Atlantic City, PA-NJ-DE-MD...	2	0.6	0.9				
San Francisco-Oakland-San Jose, CA.....	2	2.7	0.7				
Seattle-Tacoma-Bremerton, WA.....	2	2.5	1.1				

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

³ Indexes on a December 1996=100 base.

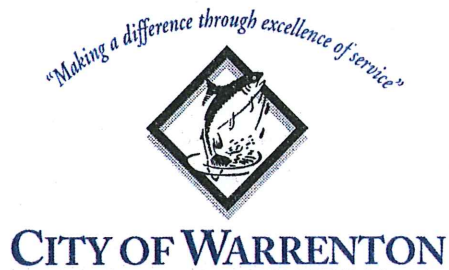
⁴ Indexes on a December 1986=100 base.

⁵ In addition, the following metropolitan areas are published semiannually and appear in Tables 34 and 39 of the January and July issues of the CPI Detailed Report: Anchorage, AK; Cincinnati-Hamilton, OH-KY-IN; Denver-Boulder-Greeley, CO; Honolulu, HI; Kansas City, MO-KS; Milwaukee-Racine, WI; Minneapolis-St. Paul, MN-WI; Phoenix-Mesa, AZ; Pittsburgh, PA; Portland-Salem, OR-WA; St. Louis, MO-IL; San Diego, CA; Tampa-St. Petersburg-Clearwater, FL.

⁶ Indexes on a November 1996=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

NOTE: Index applies to a month as a whole, not to any specific date.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, CMC, City Recorder
DATE: June 14, 2016
SUBJ: Initiative Charter Amendment

SUMMARY

The initiative petition for a charter amendment to require a double majority voter approval before the City may sell, trade, or transfer any asset valued more than \$100,000, having been verified by the Clatsop County Clerk that it contains a sufficient number of signatures to be referred to the November 8, 2016, ballot, was filed with the City Commission on May 24, 2016. The Commission has 30 days from that date to review the petition prior to its referral to the County Clerk's office. Legal Counsel from Beery Elsner & Hammond assisted staff in drafting the referring resolution and impartial explanatory statement. If the Commission wishes more time to review the measure, a special meeting will need to be set prior to June 23 to take action in order to meet the 30-day deadline.

RECOMMENDATION/SUGGESTED MOTION

" I move to adopt Resolution No. 2464, Referring an Initiative Charter Amendment Requiring Voter Approval for Transfer of City Assets to the November 8, 2016, Ballot, and direct the City Recorder to take all steps necessary to place this

measure on the ballot at the November 8, 2016, statewide general election including but not limited to filing the measure and explanatory statement with the Clatsop County Elections Department."

ALTERNATIVE

Other action as deemed appropriate by the City Commission.

FISCAL IMPACT

The City's share of costs associated with the November election is unknown at this time. If the measure passes, the City will bear costs associated with special elections and will share costs when other measures are on the ballot.

Approved by City Manager: _____



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

RESOLUTION NO. 2464

RESOLUTION REFERRING AN INITIATIVE CHARTER AMENDMENT REQUIRING
VOTER APPROVAL FOR TRANSFER OF CITY ASSETS TO THE NOVEMBER 8, 2016
BALLOT.

WHEREAS, an initiative petition has been filed with the Warrenton City Commission for a charter amendment that would require voter approval for the transfer of city assets; and

WHEREAS, it has been certified that the initiative petition contains a sufficient number of signatures to be referred to the November 8, 2016 ballot.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1: An election is hereby called in and for the City of Warrenton, Clatsop County, Oregon, to submit to the legal voters of the City the following question:

Shall charter require double majority voter approval before City may sell, trade, or transfer any asset valued more than \$100,000?

Section 2: Tuesday, November 8, 2016 is hereby designated as the date for holding the election for voting on the measure.

Section 3: The election shall be conducted by the Clatsop County Elections Department.

Section 4: The precincts for said election shall be and do constitute all of the territory included within the corporate limits of the City of Warrenton.

Section 5: The ballot title to appear on the ballots shall read as set forth in the initiative petition.

Section 6: The City Recorder is hereby authorized to submit an impartial explanatory statement for the Clatsop County Voters' Pamphlet on behalf of the City to read something substantially similar to the following:

EXPLANATORY STATEMENT:

If approved, this measure would amend the Warrenton City Charter to require double majority voter approval before the City may sell, trade, divest or otherwise dispose of any City asset valued more than \$100,000.00 in 2014 dollars. A "double majority" voter approval requires both: (1) more than 50% of eligible electors to vote in an election; and (2) a majority of those voting to vote in favor.

Currently, decisions related to the sale, trade, divestment or disposal of these types of assets are generally made by the City Commission. This measure would require the Commission to refer these decisions to the voters for double majority approval before the City could implement such decisions. Such elections may occur during a regularly scheduled election or at a special election

depending on the timing of the decision and any applicable deadlines for approval. The City would be responsible for the costs of special elections.

If this measure is approved, examples of actions City could not take without double majority voter approval would include:

- using a city-owned garbage truck or ladder fire truck as a trade-in for a new vehicle;
- replacing parts in the city's water system;
- selling city owned buildings; and
- disposing of certain outdated and surplus equipment, such as city-owned backhoe.

For the purposes of this measure, City assets would include:

- any interest in real property - owned or leased by the City;
- any tangible physical asset;
- any system, operation or infrastructure with a combined tangible value of \$100,000.00 or more or with a gross income stream of \$100,000.00 or more; and
- any contractual right.

Under the measure, the phrase “sell, trade, divest or otherwise dispose of” would include the ordinary meaning of these terms as well as the following:

- any lease of a term greater than 25 years;
- any lease that contains an option or similar term that would permit extension of the lease for a period of greater than 25 years; and
- any lease with a renewal option, which if exercised, would cause the total term to be exceed 25 years.

The amendment would not apply to Urban Renewal Agency owned assets.

Under the City’s election code, in order to be approved, this measure must also receive double majority voter approval.

Section 7: The City Recorder shall take any and all steps necessary to place this measure on the ballot at the November 8, 2016 statewide general election including but not limited to filing the measure and explanatory statement with the Clatsop County Elections Department.

Section 8: This resolution is and shall be effective from and after its passage by the Council.

ADOPTED by the City Commission of the City of Warrenton this 14th day of June 2016.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Linda Engbretson, City Recorder

Notice of Measure Election

City

SEL 802

rev 01/16 ORS 250.035, 250.041,
250.275, 250.285, 254.095, 254.465

Notice		
Date of Notice June 14, 2016	Name of City or Cities Warrenton	Date of Election Nov. 8, 2016

Final Ballot Title The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

Charter amendment requiring voter approval for transfer of City assets.

Question 20 words which plainly phrases the chief purpose of the measure.

Shall charter require double majority voter approval before City may sell, trade, or transfer any asset valued more than \$100,000?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

This proposed charter amendment would require double majority voter approval for the transfer or disposal of any City asset valued more than \$100,000.00 in 2014 dollars. A "double majority" voter approval requires both: (1) more than 50% of eligible electors to vote in an election; and (2) a majority of those voting to vote in favor.

City assets would include:

- any interest in real property - owned or leased;
- any tangible physical asset;
- any system, operation or infrastructure with a tangible value of \$100,000.00 or more or with a gross income stream of \$100,000.00 or more; and
- any contractual right.

If approved, examples of actions City could not take without double majority voter approval includes:

- using a city-owned garbage truck or ladder fire truck as a trade-in for a new vehicle;
- replacing parts in the city's water system;
- selling city owned buildings; and
- disposing of certain outdated and surplus equipment, such as city-owned backhoe.

The amendment would not apply to Urban Renewal Agency owned assets.

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:

→ any measure referred by the city governing body; **or**
→ any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached? Yes No

Authorized City Official Not required to be notarized.

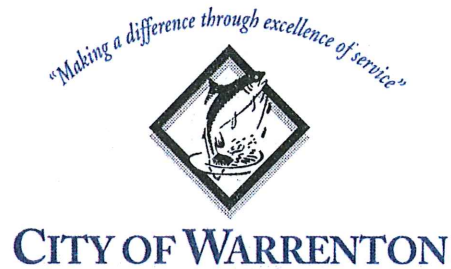
Name Linda Engbretson	Title City Recorder
Mailing Address PO Box 250, Warrenton, OR 97146	Contact Phone (503) 861-0823

By signing this document:

→ I hereby state that I am authorized by the city to submit this Notice of Measure Election; **and**
→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Signature

Date Signed



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, CMC, City Recorder/Asst. to the City Manager
DATE: June 14, 2016
SUBJ: WBA Application for Quincy Park Event and Amplification Permit

SUMMARY

The Warrenton Business Association has submitted an Event Application for a *Family Concert in the Park* as part of the annual Regatta celebration. The event will include food and a beer garden. Under Section 9.04.040 of the City Code – Unnecessary noise – sound amplification is not allowed without a permit approved by the City Commission. We are bringing the application to you for the sound amplification permit as a first step. There are several additional requirements that must be met as part of the application process, and City departments will be reviewing the application and working with the applicant to ensure all requirements are met before the event will be allowed. The WBA, Regatta Association, and the Astoria-Warrenton Chamber of Commerce are working together to bring this event to Warrenton.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the permit for amplification of sound in the Quincy Park on August 12, 2016, for the Family Concert in the Park Event, providing

requirements of the Event Application are met and approval is given by City Management.”

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

The WBA has budgeted funds for this event.

Approved by City Manager:

A handwritten signature in black ink, appearing to read "Brent Smith", written over a horizontal line.

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

Warrenton Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

[Title 9 PUBLIC PEACE AND WELFARE](#)
[Chapter 9.04 OFFENSES](#)
[Article II. Disorderly Conduct and Related Offenses](#)

[\[remove highlighting \]](#)

9.04.040 Unnecessary noise.

No person shall create or assist in creating or permit the continuance of unreasonable noise in the City. The following enumeration of violations of this section is not exclusive but is illustrative of some unreasonable noises.

- A. Keeping an animal that, by loud and frequent continued noise, disturbs the comfort and repose of a person in the vicinity.
- B. Using an engine, thing or device that is so loaded, out of repair or operated in such a manner as to create a loud or unnecessary grating, grinding, rattling or other noise.
- C. Using a mechanical device operated by compressed air, steam or otherwise, unless the noise created by it is effectively muffled.
- D. Construction, excavation, demolition, alteration or repair of a building between the hours of 6:00 p.m. and 7:00 a.m., except by special permit granted by the City.
- E. Using or operating an automatic or electric piano, phonograph, loudspeaker or sound-amplifying device so loudly that it disturbs persons in its vicinity, or in a manner that makes it a public nuisance. **However, on application to the City Commission, permits may be granted to broadcast music, news, speeches or general entertainment. (Ord. 851-A § 4, 1989)**

View the [mobile version](#).

City of Warrenton Event Policies

General Statement of Purpose

The following guidelines have been developed to help facilitate events and group usage of City facilities. These policies guide the organization and production of events promoted independently from City Sponsorship. Depending on the nature of a proposed co-sponsored event with the City, these policies may or may not apply. Final approval for any event will not be granted until the sponsoring party and City Management signs a Group Use Reservation Application and Agreement.

Policy

The following guidelines govern the usage of City parks, City streets, City facilities, and the adjacent public right of way for events involving 75 people or more.

A. Reservations

Five park locations are available for reservation: Seafarer's Park, Quincy & Bessie Robinson Community Park, Fort Stevens Parade Grounds, and Eben H. Carruthers Park, and Skipanon River Park. The Community Center is also available for reservation but will have different fee schedule. These locations will be reserved on a first-come, first served basis. Reservations can be made up to one year in advance of the event. The City reserves the right to cancel or preempt any event or the reservation of a park when it is deemed to be in the best interest of the City. Upon reservation a deposit will be required as provided in these guidelines. Applications will be available at City Hall and on the City website. Completed applications should be submitted to the City Recorder at:

Warrenton City Hall
P.O. Box 250
225 S. Main Ave.
Warrenton, Oregon 97146

and when it has been confirmed that all terms and schedules have been met, the event will be confirmed.

B. Grounds Setup Plan

The applicant must submit a written Grounds Setup Plan to City Management no less than fourteen calendar days before the event. This plan shall specify:

- a. All temporary structures, fence lines, entrance gates, access lanes, exits, etc.
- b. Power usage to include: generators, propane, City provided power
- c. Location and number of portable toilets
- d. Location of First Aid and Security personnel
- e. Location and type of rides, attractions, or livestock
- f. Location of all food, beverage, and merchant vendors

C. On Site Management

Applicants must provide an adequate number of management staff (18 years of age minimum) on location at all times the event is open to the public. Management staff must be easily identifiable and able to assist City officials in dealing with any problems or situations that may arise. On-site security may be required as determined by City of Warrenton Police Department, which will be the responsibility of the permittee.

D. Age

Applicants must be 18 years or older to reserve a park for a group event. Groups of minors must be supervised at all times by at least one adult for every ten minors.

E. Park Hours

Park usage hours are from one hour before sunrise to one hour after sunset. Extension of these hours requires approval from the City and cannot violate any City ordinance that deals with noise or assembly (Ordinance 915A, 848A and 851A).

F. Tree, Vegetation and Utility Destruction

For the protection of maintenance workers and tree health, the use of nails in trees or power poles is prohibited. The cutting, removal or relocation of any part of trees or vegetation is prohibited. Before placing stakes in the ground, locates must be retained from all utility companies 48 hours in advance. Damages to the utilities will be the responsibility of the permittee and any assessed damages will be billed to the permittee.

G. Garbage and Litter Removal

Litter removal and garbage expenses shall be the responsibility of the applicant for the duration of park usage for the event. Event organizers will require each vendor to provide at least one trash can for public use and one trash can for vendor use. Organizers are required to secure enough dumpster capacity at one location to accommodate all the trash generated by the event. This included animal waste from dogs, horses, livestock, etc. The City trash receptacles are not to be used for animal waste. Permittee or organizers representative may make provisions for sanitation services through City Hall, 503-861-2233. These provisions should be made 14 days prior to the event to ensure availability of dumpsters.

H. Restrooms

The City of Warrenton provides restroom facilities in some of the parks available for reservation. The applicant shall ensure toilet capacity of one toilet for each 75 participants at the event, including the permanent toilet facilities available at the parks. If additional toilets are required, the applicant shall provide portable restrooms at the applicant's expense. All portable restrooms are to be removed within 24 hours after the completion of the event. If duration of event is less than 1½ hours, no extra restrooms are required, unless otherwise agreed upon.

I. Food Concessions

Food vendors or concessionaires must comply with all City, County and State codes; specifically a City of Warrenton Business License.

J. Alcohol

Consumption of alcohol within any park facility in the City of Warrenton requires prior approval from the City along with a \$200.00 permit fee. For any sale of alcohol, a Temporary Liquor License is required from both the City (\$25) and the Oregon Liquor Control Commission. Additional insurance is required if alcohol is to be dispensed at an event. (See "Insurance and Indemnification" below.)

K. Public Access

At no time will fencing or barricades across a sidewalk or other public right-of-way be permitted without an approved permit from City staff.

L. Vehicular Traffic

No vehicles are permitted within any park boundaries, except in designated parking areas or as authorized by City Staff. Events with an approved Grounds Set Up Plan, must adhere to that plan.

M. Vendors and Exhibitors

Event organizers are responsible to communicate all park and event rules, regulations and permit requirements. The City expects that organizers will make every effort to seek compliance with these rules. However, the City reserves the right to expel from a facility any vendor that the City determines is not in compliance with provisions of the agreement or City rules and regulations.

N. Promotion

Any promotion of the event shall be entirely by the permittee at its own expense. The permittee shall NOT publicize, promote or otherwise advertise the event until the permit is approved.

O. Insurance and Indemnification

The applicant must agree to defend, indemnify and hold harmless the City of Warrenton, its officers, agents and employees from all claims, liabilities, demands, damages and actions, or whatever form or nature, for property damage, personal injury or death, arising out of or in any way relating to the event and the use by the permittee of any public park, public space or adjacent right-of-way. The applicant must agree to maintain liability insurance of not less than \$2,000,000 per occurrence with a minimum aggregate coverage of not less than \$2,000,000, to cover any liability arising out of or associated with the event. If alcohol is dispensed, an additional \$4,000,000 alcohol liability insurance policy is required with the City named as an additional insured. The applicant must name The City of Warrenton as additional insured and the coverage must include the date(s) of the event. The applicant must also provide the City of Warrenton with a certificate of liability insurance on a date not less than fourteen (14) calendar days prior to the scheduled event.

P. Authority to Suspend or Cancel

In the event that a City management staff person finds that activities being conducted under this Agreement endanger the health and safety of any person, or will cause damage to real or personal property, or that the permittee has not complied with the terms and conditions of this permit, the City, through the action of any City management staff person, may suspend or cancel the event at any time without incurring any liability to the permittee whatsoever.

Q. Anti- Discrimination/Compliance with Laws

The permittee agrees not to discriminate against any individuals on account of color, race, religion, ancestry, or national origin and to comply with all applicable federal, state and local rules, regulations and ordinances.

R. Assignment

The permittee understands and agrees that this Agreement is a license agreement and is not a lease, and that the Agreement is personal, revocable and unassignable permission to perform the act herein set out without reserving or granting to the permittee any interest in real property or other interest.

S. Permittee Status

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this Agreement shall act in an independent capacity and not as officers, employees or agents of the city.

T. No Third Party Beneficiaries

The grant of permission to use a park or conduct an event is not intended nor shall it be construed as granting any rights, privileges, or interests to any third party without written consent of the City.

U. Compliance with All Laws

The permittee shall comply with all federal, state and local codes, rules, regulations, ordinances and laws in the conduct of the event. The City of Warrenton Fire Department shall be responsible for fire and life safety issues. Warrenton Police Department shall be responsible for local ordinance and law enforcement. Clatsop County is responsible for all food handling, alcohol, electrical and other event related permits.

V. Deposit

A refundable deposit of \$250.00 shall be charged for group event reservations. The deposit may be held for up to 30 days following the event. The deposit is due before the event will be scheduled. Any expenses or damages incurred by the City for noncompliance will be withheld and are not refundable. For the purpose of this section, a group event is any event at which more than 75 people are expected to attend or participate.

W. Reservation Fee

A non-refundable reservation fee and park rental fees are outlined in the attached schedule.

X. Confirmation

A reservation confirmation will be mailed to the applicant upon approval of the application. The reservation confirmation will serve as a permit for park use.

CITY OF WARRENTON EVENTS APPLICATION

Application Date: 05/19/2016

The City requires 14-business days for processing applications and 14-calendar days for approval of ground site plans not submitted with the application.

Reservation Fee (see attached schedule) \$25.00 \$50.00 \$100.00

EVENT INFORMATION

Host Organization:

Organization Name: Warrenton Business Association

Type of Organization: In-City Personal/Non-Profit Out of City Personal/Non-Profit Commercial

Mailing Address: PO Box 250
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: 225 S Main Ave
(If Different from Mailing Address)

Primary Phone: 503-861-0823 Fax Number: 503-861-2351

Website Address: http:// warrentonba.com

Event Organizer:

Name: Mike Moha Title: WBA Member

Mailing Address: 351 SW Kalima Ave, Warrenton, OR 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: 503-861-9342 Cell Phone: 503-289-0470

Fax Number: _____ Email: moham@warrentonk12.org

On-Site Contact:

Contact information for the person who will be on-site and will be the primary contact on the day of the event.

Name & Title: Mike Moha, WBA Member

Mailing Address: 351 SW Kalmia Ave., Warrenton, OR 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: 503-861-9342 Cell Phone: 503-289-0470

Fax Number: _____ Email: moham@warrentonk12.org

Alt. On-Site Contact #1 Name: Paul Mitchell Phone: 503-791-1675

Alt. On-Site Contact #2: Name: Roxanne Williams Phone: 503-858-5506

Please attach to this application a list of any other managers and security staff who may be contacts in the event of an incident or emergency

Event Details:

Event Name / Title: Regatta Concert at the Park

START Date: 08/12/2016 END Date: 08/12/2016

- Facility: Gazebo Picnic Shelter Concession Stand Playground Play Court
 Baseball Field #1 Baseball Field #2 Baseball Field #3 Baseball Field #4
 Entire Q. Robinson Park Carruthers Park Ft. Stevens Parade Grounds
 Seafarer's Park Post Office Park Statue Park
 Skipanon River Park Library Park Triangle Park
 Tansy Point Park Other City Properties: _____
 City Trails: _____
 Community Center *** Reservation made through City Hall 503-861-2233*
 City Streets: *See instructions under Temporary Street Closure section below.*

- Type of Event: 5k or 10k Runs Bike Races Block Party Celebration
 Ceremony Concert Festival Fundraiser
 Farmers Market Marathon Parade Procession
 Planned Demonstration or March Street Fair Walkathons
 Other: _____

Event Description (25-word Minimum):

Family concert in the park as part of the annual Regatta Celebration. Included with the concert will be food and a beer garden. WBA, Regatta, and the Chamber are all involved in the event.

Is this an annual event? Yes No

Is there an admission/entry fee? Yes No

Details of Fee: _____

Anticipated Attendance: 250-500 Choose One: Adult Juvenile Both

Grounds Set-Up Plan: *A complete Grounds Set-Up Plan is **required** for all events. The plan must be attached to this application and include a map with locations for sanitation dumpsters/cans, concessions, stages, toilets, parking, etc. Any changes to the Grounds Set-Up Plan after it is submitted will require additional approvals.*

Sanitation Services Required: Yes No (If Yes, contact City Hall at 503-861-2233 for scheduling.)

Quantity of Dumpsters: 1 2 3

Dumpster Size: 1.5 c.y. 2 c.y. 3 c.y

Service Required: Daily Once More: _____

Restrooms: Yes No Quantity of Portable Toilets: 2-3 5-6

Catering/Food Vendor Details:

Event will include the following: (Mark all that apply)

- Alcoholic Beverages Non-Profit Food Vendors Pre-Packaged Food/Beverage Items
- Professional Catering Pot Luck Items Retail Food Vendors

- *Event Organizer must obtain health permits from all food handlers.*
- *If alcoholic beverages will be served an OLCC permit is REQUIRED as well as a \$200 deposit.*
- *If a professional caterer will be hired for the event, please provide below information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Health Insurance.*

Company Name: _____ Contact Name: _____

Mailing

Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Fax Number: _____

- Concession Facilities: City Portable Quantity: _____

All concessionaires and caterers will need to provide their own fire extinguishers sufficient to meet minimum emergency standards for their concession/catering area and facilities.

Staging Details:

Mark all of the following items that will be used at the event:

- Amplified Music Bleachers Dance Floors Live Entertainment
- Loud Speakers Microphone(s) Stage(s) Auxiliary/Stage Lights
- Other: _____

NOTE: If any of the above items will be used, indicate their location on your attached Grounds Set-Up Plan. Use of the above items may require the Event Organizer to meet ADA Regulations, Fire Code, and City Noise Ordinance regulations.

Temporary Street Closures:

Will you be requesting any street or sidewalk closures? Yes No

Street: _____ Start Date: _____ Time: _____

End Date: _____ Time: _____

Type of Closure: Street Closure Sidewalk Closure

- *If your event requires a multi-day closure you may be required to complete information for each day.*
- *Keep in mind that streets must be closed from intersection to intersection. No mid-block closures.*
- *It may be necessary to obtain a Professional Traffic Plan.*
- *The City of Warrenton may require that all affected residents/businesses both on and adjacent to the street closure be notified of the closure. The method of notification may be done by door hangers, personal contact, or other manner that is likely to get attention of building/business owner or tenant. The City may require proof of this notification in the form of a letter and date of mailing, a list of property owners notified, or similar methods. This assertion is made under potential penalty of ORS 162.085 "Unsworn Falsification." Applicant also acknowledges that any loss of income to an affected party not notified would be the responsibility of the applicant and not that of the City of Warrenton.*

Do you have your own barricade equipment? Yes No

How will you meet barricade requirements?

- Host will rent barricade equipment, host will set-up & tear-down equipment.
- Host will rent barricade equipment, private company will set-up & tear-down.
- Host would like to use barricade equipment from the City of Warrenton.
 - Host will set-up & tear-down equipment.
 - Host would like City personnel to set-up and tear-down equipment.

It may be possible to use City equipment. A representative from the City will let you know if you can use any City equipment and if there will be any additional cost.

If renting barricades from a private company they must have a Warrenton Business License. Please provide:

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Parking & Shuttle Services:

Parking Details: *Please describe Public Parking arrangements (Indicate location(s) on Grounds Plan)*

We will use lots at the park, at the Community Center and Head Start, local streets, and possible grade school lot.

Shuttle Service: Will a shuttle service be provided to the event site? Yes No

Shuttle Service Plan: (Describe the plan. Indicate pick-up, drop-off locations on Grounds Plan)

Shuttle service could be an option if needed. We would contract school busses from Warrenton School District if shuttles are needed.

If providing a private shuttle service, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Security and/or Police:

- Event Organizer is requesting assistance from the Warrenton Police Department. *Work with off duty officers and City*
- Event Organizer will provide a private security company.

If providing a private security company, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Fire Details:

- Event will require the use of electrical generators.
- Event will host the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects.

NOTE: Any use of weapons that are loaded and discharged may be prohibited by City Ordinance or may require a police officer or security on site when used. The Police will notify you.

- Event will include canopies/tents with over 200 feet of material but not more than 400 feet.
- Event will include canopies/tents with over 400 feet of material.
- Cooking equipment with excessive heat, spark and/or open flame will be used.

If hosting the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects, please provide the following information:

Date of Demonstration: _____ Time: _____

Demo & Location Description *(Please indicate location of the show and/or launching on the Grounds Plan)*

Medical Plan:

All events are required to have a First Aid Station or First Aid Kit on-site. Please indicate the location on the Grounds Plan/Map. Please indicate which of the following applies:

- If necessary, in the case of an emergency, the On-Site Contact will call 9-1-1.
(This option is only available to events under 500 daily attendance.)
- Event Organizer will provide an ambulance company to be on site.
- Event Organizer will provide a medical doctor, registered nurse, and/or EMT Staff to be on site.

If providing an ambulance company, please provide the following information and attach copies of their Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

If hiring a medical doctor, RN, and/or EMT Staff, please provide the following information and attach a copy of their identification credentials.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Evacuation Plan:

Please provide a detailed description of your emergency evacuation plan.

Outside event. In emergency crowd will evacuate towards recommended area depending on emergency event

Miscellaneous:

Animals:

Will there be any kind of animals at this event (e.g. petting zoo, pony rides, etc.)? Yes No

(If so, please indicate the location of the animals on the Grounds Plan/Map.)

NOTE: If animals will be present, food service canopies/tents must be at least fifty (50) feet away. It will also be required that Event Organizer provides portable hand-washing stations. All animal waste must be removed from the site and disposed of properly, not in any City garbage receptacles.

Balloons/Balloon Launching:

Will Mylar and/or latex helium-filled balloons be launched/sold at the event? Yes No

If so, please indicate launch site on Grounds Plan/Map. How many balloons will be launched?

NOTE: It is required that the Event Organizer contact the Astoria Regional Airport at (503) 861-1222 to obtain information regarding weather and timing of air flights in the direction of the launch. Mylar balloons, string, ribbon and/or valves are not permitted when launching balloons.

Insurance:

Proof of valid Liability Insurance Policy coverage required 14-days in advance of event to cover all dates for the duration of the event.

Name of Insurance Provider: _____

Coverage Amount: _____

Insurance Agent: _____ Phone: _____

Deposit:

- A refundable deposit of **\$250** shall be charged for group event reservations.
- Remittance of the deposit at the time of the application will hold the site until the application is approved.
- The deposit may be held for up to 30-days following the event.
- The deposit is due before the event will be scheduled.
- Any expenses or damages incurred by the City for noncompliance will be withheld and are not refundable.
- For the purpose of this section, a group event is any event where 75 people or more are expected to attend or participate.
- Any request for waiver of the deposit can only be approved by the City Manager or the designee of the City Manager.

Indemnification:

Host Organization and/or Event Organizer(s) agree to defend, indemnify and hold harmless the City of Warrenton, and the City of Warrenton's employees, officers, managers, agents, council members, and volunteers harmless from any and all losses, damages, claims for damage, liability, lawsuits, judgment expense and cost(s) arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

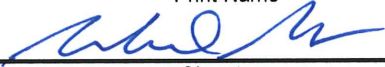
Host Organization and/or Event Organizer agree to provide satisfactory evidence of, and shall thereafter maintain during the specified special event, such insurance policies and coverages in the types, limits, forms, and ratings required by the City Manager or City Attorney or their designee.

I certify that all of the information on this application is true and correct.

- Host Organization and/or Event Organizer hereby requests waiver of insurance under the prohibitive cost exemption. Note: This waiver is offered only to very small event applicants and will be determined by the City Manager.

Mike Moha

Print Name



Signature

Secretary, WBA

Title

05/25/2016

Date

QUESTIONS?

If you have questions about facilities you can call Nancy Claterbos on Public Works 503-861-0912.
If you have question about this form you can call Police Chief Mathew Workman 503-861-2235.

Department Approvals:

- Initial and write "Approve", "Not Approved", or "N/A" if this event does not affect your department.
- If you write "No Approved" you must attach a memo with your reasons and what the applicant needs to do to gain your approval.

Finance

Public Works

Fire

Police

Planning

Building

Marinas

--	--	--	--	--	--	--

Schedule of Fees:

The City of Warrenton has three classes of reservations fees for facilities use:

1. *In-City Personal or Non-Profit* 2. *Outside City Personal or Non-Profit* 3. *Commercial*

	Time Allotment	In-City Personal & Non-Profit	Out of City Personal & Non-Profit	Commercial	Facility Address & Description
Reservation Fee	--	\$25.00	\$50.00	\$100.00	These fees are in addition to rental fees.
Deposit	--	\$250.00	\$250.00	\$250.00	
Facility					
Gazebo (by Comm. Cntr.)	4-hrs	\$30.00	\$50.00	\$75.00	300 SW Alder Ave.
Picnic Shelter	4-hrs	\$25.00	\$40.00	\$50.00	1560 NW Warrenton Dr.
Concession Stand	4-hrs	\$30.00	\$50.00	\$75.00	300 SW Alder Ave.
Baseball Field 1	Per Day	\$50.00	\$60.00	\$60.00	300 SW Alder Ave.
Baseball Field 1	2-3 Days	\$75.00	\$90.00	\$100.00	300 SW Alder Ave.
Baseball Fields 1,2	Per Day	\$75.00	\$85.00	\$90.00	300 SW Alder Ave.
Baseball Fields 1,2	2-3 Days	\$100.00	\$115.00	\$125.00	300 SW Alder Ave.
Baseball Fields 2,3,4	Per Day	\$90.00	\$100.00	\$110.00	300 SW Alder Ave.
Baseball Fields 2,3,4	2-3 Days	\$175.00	\$200.00	\$250.00	300 SW Alder Ave.
Baseball Fields 1,2,3,4	Per Day	\$100.00	\$110.00	\$125.00	300 SW Alder Ave.
Baseball Fields 1,2,3,4	2-3 Days	\$200.00	\$250.00	\$275.00	300 SW Alder Ave.
All Fields Warrenton Kids*	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
Consession (Warr. Kids*)	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
All Fields Warrenton HS*	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
Playground	4-hrs	\$30.00	\$50.00	\$75.00	300 SW Alder Ave.
Play Courts	4-hrs	\$25.00	\$45.00	\$50.00	300 SW Alder Ave.
Entire Quincy & Bessie Robinson Park Facility	Per Day	\$400.00	\$500.00	\$750.00	4-ballfields, restrooms, concession stand, gazebo, playground, play court, parking.
Eben Carruthers Park Facility	Per Day	\$150.00	\$200.00	\$400.00	1560 NW Warrenton Dr; Picnic Shelter, restrooms, viewing platform, playground equipment. *Dog Park NOT Included
Fort Stevens Parade Grounds	Per Day	\$100.00	\$150.00	\$250.00	Russell Place; 2 picnic tables, limited parking on site
Seafarer's Park	4-hrs	\$25.00	\$40.00	\$150.00	1 st Ave. Hammond Marina; 2 picnic tables
Seafarer's Park	Per Day	\$150.00	\$200.00	\$300.00	Same as above
Post Office Park	FREE	FREE	FREE	FREE	Memorial, electricity, flagpoles, limited parking
Statue Park	FREE	FREE	FREE	FREE	Picnic table, on street parking
Skipanon River Park	FREE	FREE	FREE	FREE	SE 3 rd St; picnic tables
Other City Properties	Per Day	\$150.00	\$200.00	\$300.00	Any other properties own by City.

*City has separate agreements with these entities.

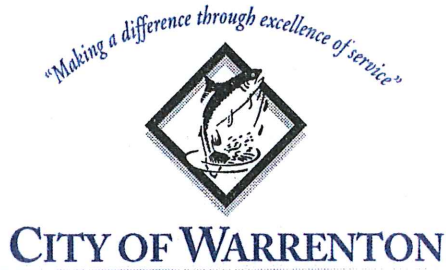
B: Grounds Setup Plan. Please see attached map.

- a. We plan to use Field 4 for the stage and seating area. Entry and exit from the field would be from the breaks in the fences around the field. In order to get the truck with the stage in, it looks like one or two of the concrete blocks will have to be moved. Seating will be on grass or people will bring own chairs. A temporary short fence will be in place for beer garden. There will one entry and exit "gate" with security at beer garden.
- b. Generators for power will be located within the appropriate distance from the stage area. City provided power might be used if available, but no outlets appear to be within a reasonable distance of where power is needed. Only propane tank would be for BBQ in food court.
- c. Portable toilets will be located in a flat area of parking lot somewhere around the tennis courts. We will rent 5 toilets plus 1 handicap accessible toilet. We also ask the park bathrooms near the playground be opened at that time.
- d. First Aid booth will be located next to food. A volunteer RN will be on site.
- e. No rides, attractions, or livestock are expected to be used.
- f. Beer garden will be along fenced area between field 3 and 4. Food will be sold in lot near field 3. If there are any other vendors they will be set up in the lot between field 3 and 4 and tennis courts.



Imagery ©2016 Google, Map data ©2016 Google 50 ft

6-D



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, CMC, City Recorder
DATE: June 14, 2016
SUBJ: Business Oregon Infrastructure Finance Authority Grant/Loan

SUMMARY

The City applied for financial assistance through the Business Oregon Infrastructure Finance Authority and has received a grant/loan totaling \$55,000 for the completion of an Inflow and Infiltration Reduction Study. The estimated total cost to complete the study is \$90,000. There is a \$20,000 grant with a \$35,000 loan at 1.6% per annum over seven years. Financing will be disbursed to the City on an expense reimbursement or costs-incurred basis. With the assistance of a licensed engineer, the City will complete the study and identify extraneous flow in the separated collection system; estimate rate and volume in extraneous flow; perform cost-benefit analysis of treating versus removal of extraneous flow; recommend a plan for extraneous flow removal through replacement, rehabilitation or other means; and develop an implementation plan and costs.

The resolution authorizing a Loan from the Water Fund and the financing contract is attached.

RECOMMENDATION/SUGGESTED MOTION

“I move to adopt Resolution No. 2460 Authorizing a loan from the Water Fund by Entering into a Financing Contract with the Oregon Infrastructure Finance Authority, and approving signatures on all financing documents.”

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

Expenses and debt service will come from sewer fund revenues.

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Brent L. Smith", is written over a horizontal line.

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

RESOLUTION NO. 2460
Introduced by All Commissioners

**A RESOLUTION OF THE CITY OF WARRENTON AUTHORIZING A LOAN FROM
THE WATER FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE
OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The City Commission (the “Governing Body”) of the City of Warrenton (the “Recipient”) finds:

- A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).
- B. Oregon Revised Statutes 285B.560 through 285B.599 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“the IFA”) to obtain financial assistance from the Water Fund.
- C. The Recipient has filed an application with the IFA to obtain financial assistance for a “water project” within the meaning of the Act.
- D. The IFA has approved the Recipient’s application for financial assistance from the Water Fund pursuant to the Act.
- E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the IFA, to enter into a Financing Contract with the IFA, number V16013, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).
- F. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Warrenton as follows:

1. Financing Loan Authorized. The Governing Body authorizes the Mayor (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a grant from the IFA in the amount of \$20,000, and a loan from the IFA, on such terms as may be agreed upon between the Authorized Officer and IFA, on the condition that the principal amount of the loan from the IFA to the Recipient is not in excess of \$35,000 and an interest rate of 1.69% per annum. The proceeds of the loan from IFA will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.581(2) which include:
- a) The revenues of the project, including special assessment revenues;
 - b) Amounts withheld under ORS 285B.599;
 - c) The general fund of the Recipient; or
 - d) Any other source.
3. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the IFA or its bond counsel to protect the tax-exempt status of such interest.

DATED this _____ day of _____, 20__.

Mark Kujala, Mayor

ATTEST:

Linda Engbretson, City Recorder

WATER FUND TECHNICAL ASSISTANCE PROJECT
FINANCING CONTRACT

Project Name: Warrenton Inflow and Infiltration Reduction Study

Project Number: V16013

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority ("IFA"), and the City of Warrenton ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$90,000.

"Grant Amount" means \$20,000.

"Interest Rate" means 1.69% per annum, computed on the basis of a 360-day year, consisting of twelve 30-day months.

"Loan Amount" means \$35,000.

"Maturity Date" means the 6th anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The IFA shall provide Recipient, and Recipient shall accept from IFA, financing for the Project specified below:

- (1) A grant in an aggregate amount not to exceed the Grant Amount (the "Grant").
- (2) A non-revolving loan in an aggregate principal amount not to exceed the lesser of the Loan Amount, or the Costs of the Project minus the Grant Amount (the "Loan").

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an IFA-provided or IFA-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The IFA’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Order of Disbursement. The Recipient authorizes IFA to determine whether disbursements will be drawn from the Loan or the Grant, and record the date and amount of each such disbursement. Absent manifest error, such notations will be conclusive evidence for determining accrual of interest on the principal balance of the Loan and the remaining Loan or Grant amount available for disbursement.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of IFA to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against IFA or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of IFA, including but not limited to attorneys’ fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, IFA will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to IFA's Obligations. The IFA's obligations are subject to the receipt of the following items, in form and substance satisfactory to IFA and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as IFA may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, IFA has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The IFA, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The IFA (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as IFA may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient has delivered documentation satisfactory to IFA that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of IFA.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by IFA, are legal, valid and binding, and enforceable in accordance with their terms.
 - (4) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the waste water system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) OAR 123-043-0095 (4) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
- (1) When procuring professional consulting services, provide IFA with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the IFA in writing.
 - (4) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.
- D. Reserved
- E. Inspections; Information. The Recipient shall permit IFA and any party designated by IFA: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as IFA may reasonably require. In addition, Recipient shall, upon request, provide IFA with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds, or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses

and investment of the Loan proceeds, all construction contracts and invoices detailing the costs paid from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts, and service contracts.

- G. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.
- H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of 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.
- L. Further Assurances. The Recipient shall, at the request of IFA, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in

any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of IFA, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse IFA for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon IFA’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan and Grant.

SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating IFA’s commitment and obligation to make the Loan or Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599.

- (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
 - (5) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (6) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by IFA pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by IFA; then, as applicable, to repay any Grant proceeds owed; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA's obligations.

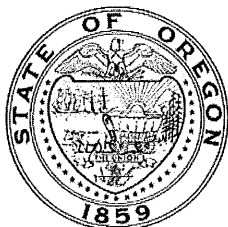
SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of IFA, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of IFA. The IFA may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to IFA, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of IFA's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of IFA beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that IFA deems to be necessary.

Notwithstanding the prior paragraph, 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 also 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.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority



CITY OF WARRENTON

By: _____
Robert Ault, Manager
Program Services Division

By: _____
The Honorable Mark Kujala
Mayor of Warrenton

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required as per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.560 through 285B.599, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 3 May 2016.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, IFA or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with IFA’s financing of the Project.

“Financing Proceeds” means the proceeds of the Grant and Loan collectively or individually without distinction.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(8).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - SECURITY

General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from all legally available funds of Recipient.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient will, with the assistance of a licensed engineer, complete an Inflow and Infiltration Reduction Study for its wastewater system. The study will:

- Identify extraneous flow in the separated collection system.
- Estimate rate and volume in extraneous flow.
- Perform cost-benefit analysis of treating versus removal of extraneous flow.
- Recommend a plan for extraneous flow removal through replacement, rehabilitation or other means.
- Develop an implementation plan and costs.

Exhibit D: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering	\$55,000	\$35,000
Total	\$55,000	\$35,000



PUBLIC WORKS

Agenda Item 6-E

Agenda Item Memorandum

TO: The Honorable Mayor and Members of the Warrenton City Commission
Kurt Fritsch, City Manager

From: Jim Dunn, Public Works Director

Date: June 14, 2016

Subj:

Summary:

On April 9, 2013, a Gravel Road Maintenance Policy was approved by the Commission. Under the current policy, the City maintains gravel roadways built in the public right of way based on the following criteria:

1. The roadway provides through access for public travel, or
2. The roadway serves as a two-lane access (minimum 14 feet wide) through public right of way to more than three properties, and
3. Publically maintained waterlines, with a minimum of 2 inches in diameter, have been extended in the right of way to serve the properties. A public waterline does not include any lines on a customer's side of the water meter.

In the interest of customer service, and after several complaints, City field staff has recommended that some discretion be used related to this policy. Staff sees the need to deliver some gravel to city roads that do not meet these criteria. The gravel would be spread by adjacent property owners. Staff recommends adding the following to the above policy criteria:

4. Under the discretion of the Public Works Director or his/her designee the City may deliver gravel to be spread by adjacent property owners on roadways that do not meet the above criteria.

Recommendation:

Staff recommends the following motions;

“I move to approve the additional criteria number 4 that states:

Under the discretion of the Public Works Director or his/her designee, the City may deliver gravel to be spread by adjacent property owners on roadways that do not meet the above criteria.”

Alternative:

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


Fiscal Impact:

This policy change obligates the City to provide equipment, labor and materials to deliver gravel to these various sections of unimproved roadways. The cost is variable on the frequency and amount of gravel to be delivered.

Budgeted in Streets: 040-431-371001

Rock \$16 per yd. No expected budget increase.

Approved by City Manager:

 _____

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

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Recorder/Asst. to the City Manager
DATE: June 14, 2016
SUBJ: Water Rates

SUMMARY

The Budget Committee approved a 7% water rate increase for Fiscal Year 2016 – 2017. There are no changes to Exhibit B. Rate increase resolutions typically require two readings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

" I move to conduct the first reading, by title, of Resolution No. 2461; Adopting Water Department Rates, Establishing July 1, 2016, as the Effective Date, and Repealing any Other Resolution in Conflict."

ALTERNATIVE

None Recommended.

FISCAL IMPACT

The 7% increase is expected to raise approximately \$162,400 in the water fund for fiscal year ending June 30, 2016.

Approved by City Manager: _____

A handwritten signature in blue ink, which appears to read "Brent Lutzke". The signature is written in a cursive style and is positioned over a horizontal line that serves as a signature line.

RESOLUTION NO. 2461
Introduced by All Commissioners
ADOPTING WATER DEPARTMENT RATES; ESTABLISHING
July 1, 2016, AS THE EFFECTIVE DATE,
REPEALING
ANY OTHER RESOLUTION IN CONFLICT

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

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

WHEREAS, the Warrenton Budget Committee approved a 7% water rate increase during its Fiscal Year 2016-2017 budget process.

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

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

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

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

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

Section 5. This resolution shall effect rates July 1, 2016.

First Reading: June 14, 2016

Second Reading: June 28, 2016

ADOPTED by the City Commission of the City of Warrenton this 28th day of June, 2016.

APPROVED

Mark Kujala, Mayor

ATTEST

Linda Engbretson, City Recorder

City of Warrenton
Monthly Water Service Rates
Effective 7/1/16

EXHIBIT A

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

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

Base Rate			
Meter Size (inches)	Inside City		Outside City
3/4	\$	26.12	\$ 39.16
1	\$	30.27	\$ 45.39
1 1/2	\$	40.52	\$ 60.79
2	\$	52.88	\$ 79.31
3	\$	85.88	\$ 128.80
4	\$	122.94	\$ 184.39
6	\$	225.84	\$ 338.79
8	\$	349.41	\$ 524.11
10	\$	493.61	\$ 740.42

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

Volume Rate		
Range/Customer Class	Inside City	Outside City

0 to 2,000 gallons:

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

2,001 gallons and over:

Residential	\$	3.70	\$	5.59
Multi Family Residential	\$	3.02	\$	4.49
Commercial	\$	5.54	\$	8.28
Industrial	\$	6.58	\$	9.90
School	\$	4.50	\$	6.79
Government	\$	6.97	\$	10.46
City of Gearhart	\$	6.97		n/a
Non-Peak Industrial	\$	3.70		n/a

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

EXHIBIT B

INSTALLATION

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

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

ADMINISTRATION FEES

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

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

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Recorder/Asst. to the City Manager
DATE: June 14, 2016
SUBJ: Sewer Rates

SUMMARY

As discussed during this year's budgeting sessions, the Budget Committee approved and recommends a 6% sewer rate increase for Fiscal Year 2016 – 2017. Rate increase resolutions typically require two readings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

" I move to conduct the first reading of Resolution No. 2462; Updating City of Warrenton Sewer Rates and Repealing any Other Resolution in Conflict."

ALTERNATIVE

None recommended

FISCAL IMPACT

The 6% increase is expected to raise approximately \$113,280 during the fiscal year ending June 30, 2017.

Approved by City Manager: _____

A handwritten signature in blue ink, which appears to read "Brent Smith", is written over a horizontal line that serves as a signature line.

RESOLUTION NO. 2462

Introduced by All Commissioners
Updating City of Warrenton Sewer Rates
And Repealing
Any Other Resolution in Conflict

WHEREAS, the City of Warrenton provides sewer services to customers both inside and outside its city limits; and

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

WHEREAS, the Warrenton Budget Committee approved a 6% Sewer Rate Increase during its Fiscal Year 2016-2017 Budget Process.

NOW, THEREFORE, the City Commission of the City of Warrenton hereby resolves:

Effective July 1, 2016, Monthly Sewer Service Rates for City of Warrenton customers shall be charged according to the attached "Exhibit A."

BE IT FURTHER RESOLVED that all resolutions in conflict with Resolution No. 2462 are hereby repealed.

This resolution is effective July 1, 2016.

Adopted by the City Commission of the City of Warrenton this 28th day of June 2016.

First Reading: June 14, 2016

Second Reading: June 28, 2016

APPROVED

Mark Kujala, Mayor

ATTEST

Linda Engbretson, City Recorder

**City of Warrenton
Monthly Sewer Service Rates
Effective 7/1/16**

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

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

Base Rate	
Class	Rate
Single Unit	\$ 52.87
Metered	\$ 52.87
Bio-Oregon	\$ 152.68
Warrenton Deep Sea	\$ 57.62
Fort Stevens	\$ 4,345.93
Pacific Coast Seafoods	\$ 192.60
Point Adams	\$ 312.40
Warrenton Boat Yard-Industrial Waste Permitted Use	\$ 80.45

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

Volume Rate	
Class	Rate
0 to 5,000 gallons:	
Metered	\$ -
5,001 gallons and over:	
Metered	\$ 7.43

6-H

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Jim Dunn, Public Works Director

DATE: June 14, 2016

SUBJ: Parks Advisory Board City Logo Sharing with Northwest Coast Trails Coalition Website

SUMMARY

The City of Warrenton Parks Advisory Board recommends the City Commission approve adding the City of Warrenton logo to the Northwest Coast Trails Coalition website, nwcoastrails.org. Northwest Coast Trails Coalition is an advocacy group for northwest coastal trails. A copy of the webpage is attached as Exhibit A.

RECOMMENDATION/SUGGESTED MOTION

"I move to allow the Northwest Coast Trails Coalition to include the City of Warrenton logo on their website.

ALTERNATIVE

None Recommended

FISCAL IMPACT

None

Approved by City Manager: 

All supporting documentation, i.e., maps, exhibits, etc., should be attached to the memorandum

NORTHWEST COAST TRAILS COALITION

WE COOPERATIVELY PLAN, BUILD, MAINTAIN AND ADVOCATE FOR A WELL-CONNECTED AND ACCESSIBLE SYSTEM OF MULTIUSE, NON-MOTORIZED RECREATIONAL TRAILS FOR OUR COMMUNITIES.

RECREATION OPPORTUNITIES

[LEARN ABOUT TRAIL SAFETY & ETIQUETTE TIPS](#)

FAMILY ACTIVITIES

Here are some suggestions of easy and fairly short hikes that can be enjoyed by a range of abilities, including strollers, bicycles, and wheeled mobility d where noted.

HIKING

See our recommended hikes.

MOUNTAIN BIKING

There are numerous opportunities to get out and ride!

BIRD WATCHING

There are a number of ways to explore and enjoy trails.

PADDLING

Area organizations are working to expand our water trails system.

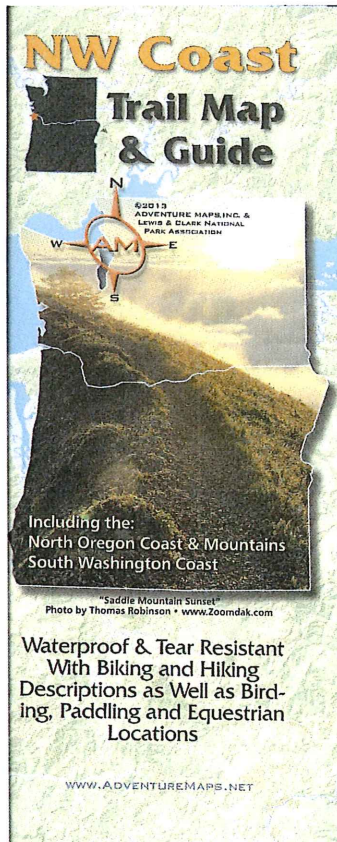
HORSEBACK RIDING

Learn about trail safety & etiquette, and view our recommended trails.

[Return to top](#)

GET OUTDOORS, CHECK OUT OUR TRAILS!

Get your own TRAIL MAP & GUIDE



Astoria
Cape Disappointment
Ecola State Park
Lewis and Clark National Historical Park/Fort Clatsop
Fort Columbia State Park
Fort Stevens State Park
Oswald West State Park
Saddle Mountain
Willapa National Wildlife Refuge

[Return to top](#)

VOLUNTEERS MAKE ALL THE DIFFERENCE!

Volunteers Of All Ages Are Important To Help Maintain And Grow Our Trail System. There Are Many Ways To Vol

We Would Love To Have You As Part Of Our Team! To Volunteer Contact Us At Info@Nwcoasttrails.org

CALENDAR & VOLUNTEER OPPORTUNITIES

nwcoasttrails@gmail.com

Today June 2016 Print Week Month Agenda

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	Jun 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	Jul 1	2

Events shown in time zone: Pacific Time Calendar

[Return to top](#)

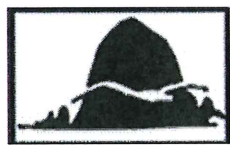
WHO WE ARE

[CLICK HERE](#) TO LEARN MORE ABOUT THE NORTHWEST COAST TRAILS COALITION

[LEARN ABOUT OUR COMMUNITIES](#)



CITY OF ASTORIA



CITY OF CANNON BEACH



CLATSOP COUNTY



NATIONAL PARK SERVICE



SUNSET EMPIRE



TILLAMOOK ESTUARIES PARTNERSHIP

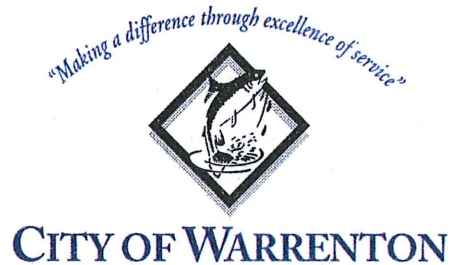


WAY TO WELLVILLE

[Return to top](#)

CONNECT WITH US
EMAIL US AT INFO@NWCOASTTRAILS.ORG

DESIGN: TEMPLATED IMAGES: UNSPLASH (CC0)



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Waste Water Treatment Superintendent, Kyle Sharpsteen
Public Works Director, James Dunn

DATE: May 18, 2016

SUBJ: Authorization to contract with Correct Equipment for Telemetry Hardware

SUMMARY

We solicited a quote from Correct Equipment for the purchase of the remaining 14 mission telemetry units at a cost of \$2045.00 each for a total of \$28,630.00. There will be some additional freight as well estimated to total \$490.00 for a grand total of \$29,120.00.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motion;

"I move to authorize entrance into a contract with Correct Equipment for Mission Telemetry hardware in the amount of \$29,120.00"

ALTERNATIVE

1) None Recommended

FISCAL IMPACT

We will fund this project out of the sewer fund, Line item 030-430-366100 (pump station maintenance). There are sufficient funds in this line to cover the costs.

Approved by City Manager: *Burt Lutz*

**CITY OF WARRENTON
CONTRACT FOR GOODS**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2016, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Correct Equipment, 14576 NE 95th St., Redmond, WA 98052 hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

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

WHEREAS, CONTRACTOR is able and prepared to provide such goods as CITY does hereinafter require delivered to the City of Warrenton Wastewater Treatment Facility, 105 NE 5th Street, Warrenton, OR 97146, 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: (Title: Mission Telemetry Systems)

A. CONTRACTOR shall provide goods for the CITY, as outlined in its attached quote 2824.1 dated May17, 2016 with the possibility of additional freight costs to be adjusted upon delivery, which is by this reference incorporated herein.

B. CONTRACTOR'S obligations are defined solely by this Contract Contractor's Quote 2824.1 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 \$29,120.00 for providing the goods herein unless there are additional freight costs to be adjusted upon delivery;

B. The CONTRACTOR will submit a final invoice referencing 030-430-366100 for all goods provided to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONTRACTOR 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 Kurt Fritsch, City Manager, CITY, P.O. Box 250, Warrenton, Oregon, 97146.

5. CONTRACTOR'S REPRESENTATIVE

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

6. 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.

7. 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.

8. FORCE MAJEURE

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 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.

14. ORS 279B220, .230 and .235

To the extent they are applicable, the parties incorporate by reference the clauses required by ORS 279B220, .230 and .235.

15. 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.

16. 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.

17. 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

CONTRACTOR:

BY: _____
Date

By: _____
Date

Mark Kujala, Mayor

Printed Name: _____

ATTEST:

Title: _____

Linda Engbretson, City Recorder

Date



14576 NE 95th St
 Redmond, WA 98052
 877-371-4555

Quote

Date	Quote #
5/17/2016	2824.1

Name / Address
City of Warrenton 225 S Main Ave PO Box 250 Warrenton, OR 97146

Job Name		Terms	Rep	Project
		Net 30	TRO	
Item	Description	Qty	Cost	Total
Mission	Part# M802 RTU – Wireless Real-Time Alarm System with Streaming Data – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)	14	2,045.00	28,630.00
Freight	Freight Estimate (prepay and add)*****Freight is only Estimated and will be adjusted upon delivery. Please note: Your freight charges may differ from the freight estimated	14	35.00	490.00
			Total	\$29,120.00