



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

February 11, 2020 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 1.28.20
- B. Monthly Finance Report- December 2019
- C. Warrenton Landfill Financial Assurance Post-Closure Cost Estimate

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. 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.

6. **PUBLIC HEARINGS** - None

7. **BUSINESS ITEMS**

- A. Consideration of Fee Waiver for Use of Ball Fields – Easter Egg Hunt
- B. Second Reading of Ordinance No. 1233; Spur 104 Master Plan

- C. Consideration of Second Reading of Ordinance No. 1234; Housing Code Amendments
- D. Consideration of Second Reading of Ordinance No. 1235; Repealing WMC Chapter 13.12
- E. Consideration of SW 2nd Street (Elm – Gardenia) Professional Services Contract
- F. Consideration of Front Load Garbage Truck Purchasing Contract
- G. Consideration of Housing Rehab Loan Write-off
- H. Consideration of First Reading of Ordinance No. 1236; Amending WMC Section 3.21.010 - Police Officer Training Fees
- I. Consideration of First Reading of Resolution No. 2561; Administrative Fees on Police Impounds
- J. Consideration of City Manager Contract Modification

8. DISCUSSION ITEMS

- A. City Franchise Fees

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

11. ADJOURNMENT

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

MINUTES
 Warrenton City Commission
 Regular Meeting – January 28, 2020
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:08 p.m. and led the public in the Pledge of Allegiance

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

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, Community Development Director Kevin Cronin, Harbormaster Jane Sweet and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 1.14.20
- B. Library Board Meeting Minutes – 9.13.19
- C. Police Department Monthly Statistics – December 2019
- D. Police Department Statistics Review - 2019
- E. City Recorders Activity Report – 2019
- F. Building Department Activity Report
- G. Harbormaster Report – July 2019 – December 2019

Chief Workman briefly reviewed the 2019 statistics. He made note of the fluctuations in the statistics report and explained the kind of calls the Police Department has been receiving. He continued to note that he is very proud of his department for being able to fulfill a 24 hour coverage even while being short staffed. Brief conversation continued.

City Manager, Linda Engbretson, noted the department quarterly reports on the consent calendar. Mayor Balensifer noted the results of the recent Library survey.

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

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

COMMISSIONER REPORTS

Commissioner Dyer welcomed everyone and stated he is pleased to see the amount of participation at the meetings.

Commissioner Ackley noted she has been under the weather and it is good to be back.

Public Works Director, Collin Stelzig, noted retiring Public Works Foreman, Tim Bish. Mr. Stelzig continued to note that Mr. Bish is the Public Works foreman and is unable to attend tonight's meeting due to a water leak repair with the Public Works crew. Mayor Balensifer noted there is an award of appreciation for Mr. Bish's 7 years of dedicated service to the City of Warrenton.

PUBLIC COMMENT

Michael Kinney noted this is his first commission meeting and addressed his concerns: The flooding on SW Pine Drive, noting that nothing in his experience has ever been done to improve the problem. Secondly, he has noted the erosion of dirt onto the trail path on the extension of Delaura Beach Lane that is never cleaned up. He stated a private citizen cleans the trail each year, and in his opinion the citizen should be recognized for doing so. He also noted that when gravel is put down for ice, the street sweeper only cleans the roadway. He would like to see that when the roadway is cleaned, the bike lane is also included.

Kenneth Culp withdrew his request to speak.

PUBLIC HEARING

Mayor Balensifer noted the public comment portion is closed for the Spur 104 Master Plan hearing; no further written comments have been received. He noted this is the deliberation period. Community Development Director, Kevin Cronin, asked for clarification on the selected name of the neighborhood. Mayor Balensifer confirmed the name is Chelsea Gardens. He also noted they would like to add the other side of Spur 104, to the Skipanon, to an area for suggestion of master planning. Mr. Cronin suggested a work session as a follow up and noted the suggested changes to the code regarding the concept plans; 16.116.040, Spur 104 performance measures and redevelopment standards. He outlined the proposed changes to the ordinance language. Mr. Cronin explained that the purpose of the changes are to make sure that the public infrastructure is recognizing the concept plans. He continued to state that how the private property is developed, is up to the development code and the changes that the commission approves tonight or in future meetings. Mayor Balensifer stated that would give the needed flexibility to ensure that while there is a guideline with the pictures, that is not the hard and fast rule that mandates "this house must go here." Mr. Cronin continued to clarify that it is very streamlined if you choose one of the developments that are depicted in the concept plans, but you don't have to do exactly what is shown on the concept plans.

Commissioner Baldwin made the motion to amend within the proposal *Spur 104 performance measures and redevelopment standards* of 16.116.040 of the Warrenton Municipal Code.

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

Mayor Balensifer noted the commercial space was increased to be 50,000 SF, and no footprint larger than 20,000 SF. He asked the commission if anyone had issue with those changes or any other. There were no issues addressed.

Commissioner Dyer made the motion to conduct the first reading, by title only of Ordinance No. 1233, as amended. Motion was seconded and passed unanimously.

MINUTES

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

Mayor Balensifer conducted the first reading of Ordinance No. 1233; An Ordinance Amending the Comprehensive Plan Article 2, Warrenton Municipal Code Chapter 16.116, 16.220, and Warrenton Zoning Map Regarding the Creation of Policies to Support Neighborhood Master Planning and new Neighborhood Chelsea Gardens.

Mayor Balensifer noted we should also include the property on the other side of Spur 104; Mr. Cronin stated it will be amended for the second reading.

BUSINESS ITEMS

City Manager, Linda Engbretson, presented an agreement for Long-Term Enterprise Zone Abatement. She noted Kevin Leahy, Executive Director of CEDR, Big Beams owner Chris Nemlowill, and Business Oregon Regional Development Officer Melanie Olson are in attendance. Mr. Leahy noted he is here to ask for permission from the City Commission for the agreement and gave a brief overview. He noted there is no tax liability for the City of Warrenton. Mr. Chris Nemlowill gave a few comments. Mayor Balensifer asked for clarification on the property they still own in Warrenton; Mr. Nemlowill clarified they have no plans at this time. Mr. Cronin noted he went to the Chamber meeting earlier this morning and mentioned the new fermentation program and he is excited about this from a regional standpoint. He noted in his opinion we have a regional asset that will be added so that folks can learn to be a brewery; as we grow the culture of brewing in the region it will create more opportunity for Warrenton in the future.

Commissioner Ackley made the motion to authorize the Mayor's signature on the Agreement for Long-term Rural Enterprise Zone Abatement. Motion was seconded and passed unanimously.

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

Mr. Cronin discussed Ordinance No. 1234; he noted the amended ordinance that was distributed to the commission prior to the start of the meeting. He stated there were minor omissions in the packet material. Ms. Engbretson noted this is more than scrivener's error and these changes make it necessary to go back and do a first reading again.

Commissioner Dyer made the motion to conduct the first reading, by title only of Ordinance No. 1234, as amended by staff memo. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading by title only of Ordinance No. 1234, an Ordinance amending the comprehensive plan and WMC chapter 16.2, 16.180, 16.28, 16.32, 16.36, and adding 16.202 regarding new policies and amended codes to increase the supply and diversity of housing.

Harbormaster, Jane Sweet, discussed an easement agreement with the Oregon Department of State Lands for the Hammond Breakwater State Easement No. 61788-EA; compensatory payment in the amount of \$7,466.24 for use during the term of the 30-year easement. Mayor Balensifer noted this

MINUTES

Warrenton City Commission

Regular Meeting – 01.28.20

Page: 3

“sticks in his craw that the Federal Government builds a breakwater without the need of permits, they turn it over to us as an existing structure, and now all of the sudden DSL wants the money from back when it was built.” He suggested writing a letter and sending it off to Senator Johnson with our delegation stating that this matter does not seem right. A brief conversation continued. Mayor Balensifer suggested holding off on making the payment and to make a motion to authorize the mayor’s signature on a letter stating the commission’s dismay, displeasure, and confusion in regard to having a lease on federally built breakwater. He stated if we do not receive traction then we can of course go forward with payment, but we should at least attempt.

Commissioner Baldwin made the motion to authorize the mayors signature on a letter to state legislative delegation and to outline our protests on the payment required and if that fails to achieve any results to then authorize the payment.

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

Ms. Engbretson informed the commission that we are not going to get the extension to do the dredging at the Hammond Marina. Discussion followed on the dredging schedule and the contract.

Public Works Director, Collin Stelzig, presented Ordinance No. 1235 for its first reading. He noted in November 2018, an updated water ordinance was adopted; Ordinance No. 1222. The ordinance included an update to the existing backflow and cross connection control ordinance and was intended to repeal the existing ordinance and WMC 13.12. He noted it was suggested we adopt an ordinance repealing WMC 13.12 specifically.

Commissioner Ackley made the motion to conduct the first reading of Ordinance No. 1235, by title only. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading by title only of Ordinance No. 1235, Repealing Ordinance No. 982-A, 999-A, 1031-A, 1049-A; and Repealing Chapter 13.12.

Police Chief, Matthew Workman, discussed the research he conducted pertaining to increasing the administrative fee on vehicle impounds and the police officer training fees assessed on municipal court citations. He explained his research findings as outlined in the agenda material and noted his recommendations. Mayor Balensifer stated it’s important to note that in the last work session the issue that was before us was how to obtain “quick wins” and this was a way to elevate a little bit of cash into the program. For clarification Mayor Balensifer asked Chief Workman if he was going to come forward with a public safety fee scheme. Chief Workman stated yes, but it takes a bit more research and structure. Brief discussion continued on fees for code enforcement. There was consensus to add a bifurcated fee for Administrative Fees for DUII or Uninsured Driver Impounds of \$200.00 and \$120.00 for all other impounds.

Commissioner Baldwin made the motion to direct staff to create a resolution to amend City of Warrenton Fee Schedule to change the Administrative Fee on Vehicle Impounds to \$200.00 for DUII’s and Uninsured Drivers, and \$120.00 for all others; and to change the Police Officer

Training Fee to \$20.00 for traffic violations and \$40.00 for crimes. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS

Mr. Stelzig discussed future changes to the SE Ensign Lane intersection with Warrenton Highlands; he reviewed the slides and discussed the proposed changes. Discussion continued on the proposed options. Mr. Stelzig noted ODOT Senior Region Planner Ken Shonkwiler will be taking option C to Salem and reiterated some of the concerns surrounding the proposed options. Brief conversation continued. Mayor Balensifer exercised Chairs' prerogative and asked if anyone in the audience had a preference on the options. Mr. Tony Faletti stated none are going to fix it; but if he had to choose an option before him, maybe C. Mr. May stated he needs to look at the cost but would like to see the pork chop removed. Mr. Ken Yuill would like to see the pork chop removed, and to also remove the turn into Home Depot. Ms. Merritt would like to make it easier to get into Wendy's; option A. Mr. Balensifer and Mrs. Balensifer chose option C. Mr. Culp stated there are two entrances 150 feet apart, in his opinion we should eliminate use of the entrance closest to 101. He believes this would help. Mr. Kinney stated there needs to be some other access road other than what exists currently. Cindy Yingst noted she is from Southern California and this is not that bad. Commission Baldwin stated Dolphin may open back up due to the school project. Mayor Balensifer agreed there are 3 accesses to Home Depot so something can be changed. Ms. Engbretson stated we will need to talk with legal. Mr. Stelzig noted the need to hire a professional to look at it for us. Direction was to let ODOT know what we are thinking and to talk to legal about changing out the traffic flow for Home Depot, and then depending on how that conversation goes we can determine if we have serious traction or not then hire a professional to make the argument for us.

GOOD OF THE ORDER - None

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:18 p.m. and noted the work session discussion will be continued.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder

Volume 13, Issue 6

Monthly Finance Report
December 2019

February 11, 2020

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	2.25%	2.56%
Prime Rate:	4.75%	5.50%
◆ CPI-U change:	2.3%	1.9%
◆ Unemployment Rates:		
Clatsop County:	not avail.	4.4%
Oregon:	3.7%	4.3%
U.S.:	3.5%	3.9%

Department Statistics

◆ Utility Bills mailed	3,390
◆ New Service Connections	1
◆ Reminder Letters	400
◆ Door Hangers	82
◆ Water Service Discontinued	20
◆ Walk-in counter payments	738
◆ Mail payments	1,253
◆ Auto Pay Customers/pmts	656
◆ Online (Web) payments	741
◆ Checks issued	367

Current and Pending Projects

- ◆ 2020-2021 Budget Preparation
- ◆ 2021-2025 Capital Improvement Program
- ◆ Year End Payroll Tax, W2, 1099 and ACA Reporting
- ◆ Springbrook Upgrade

Financial Narrative as of December 31, 2019

Note: Revenues and expenses should track at 6/12 or 50% of the budget.

General Fund: Year to date revenues amount to \$2,556,523, which is 61% of the budget, compared to the prior year amount of \$2,327,381 which was 58% of the budget and are up by \$229,142. Increases are shown in property taxes, franchise fees, transient room tax, state revenue sharing, community development fees, police charges, park charges and lease receipts and are offset by decreases in municipal court, fire charges, miscellaneous and interest.

Expenses year to date amount to \$2,310,525, which is 49.2% of the budget, compared to the prior year amount of \$2,321,440, which was 50.1% of the budget. All departments are tracking at or under the budget except the Admin/Comm/Fin which has large one-time expenditures at the beginning of the year.

WBA: Business license revenue amounts to \$58,660, compared to \$55,545 last year at this time, a difference of \$3,115. Year to date licenses issued is 658.

Building Department: Permit revenues this month amount to \$11,120 and \$128,633 year to date, which is 38.2% of the budgeted amount. Last year to date permit revenue was \$73,621.

State Tax Street: State gas taxes received this month amount to \$34,297 for

fuel sold in November and \$162,364 year to date. City gas taxes received this month amount to \$32,131 for fuel sold in October and are \$142,134 year to date.

Warrenton Marina: Total revenues to date are \$499,784, 80.1% of the budgeted amount, compared to the prior year amount of \$474,893, which was 75.2% of the budgeted amount. There is \$30,605 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$368,614, 98.1% of the budgeted amount, compared to the prior year amount of \$332,915, which was 83.3% of the budgeted amount. There is \$1,644 in moorage receivables outstanding.

Of the total outstanding receivables:

\$11,647 (36.1%) is current,

\$3,253 (10.1%) is 30-60 days past due,

\$1,490 (4.6%) is 60-90 days past due and

\$15,859 (49.2%) is over 90 days past due

Water Fund: Utility fees charged this month are \$159,332 and \$82,225, and \$1,355,858 and \$803,780 year to date for in-city and out-city respectively and totals \$2,159,638 and is 66.8% of the budget. Last year at this time year to date fees were \$1,015,555 and \$802,771, for in-city and out-city, respectively, and totaled \$1,818,326.

Sewer Fund: Utility fees charged this month are \$197,633 and \$1,221,836 year to date, which is 52.8% of the budget. Last year at this time year to date fees were \$1,143,411. Shoreline Sanitary fees year to date are \$67,738. Septage revenue year to date is \$75,674 and is 27% of the budget. Total revenues year to date are \$1,451,973 compared to \$1,432,153 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$39,516 and \$244,233 year to date and is 52.8% of the budget. Last year to date revenues were \$228,719 which was 52.4% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$80,054 and \$16,308, and \$493,551 and \$97,718, year to date, and are 52.2% and 48.8% of the budget respectively.

Library: Current year to date property taxes received amount to \$185,036 compared to \$174,570 at this time last year.

Community Center: Rental revenue to date is \$10,509 and represents 65.7% of the budget. Last year at this time rental revenue was \$9,613 and 68.7% of the budget. The Annual Breakfast with Santa Fundraising efforts brought in \$3,104 for the Center.

Financial data as of December, 2019

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,642,831	1,156,780	850,000	136.09	
Plus: Revenues	180,629	2,556,523	4,193,122	60.97	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	9,995	66,658	147,246	45.27	
Admin/Comm/Fin(ACF)	80,012	667,950	1,184,564	56.39	
Planning	16,646	110,690	241,244	45.88	
Police	180,853	902,809	1,967,073	45.90	
Fire	123,180	401,796	866,876	46.35	
Parks	9,996	66,044	196,314	33.64	
Transfers	-	94,578	94,578	100.00	
Total Expenditures	420,682	2,310,525	4,697,895	49.18	
Ending Fund Balance	1,402,778	1,402,778	345,227	406.33	

	WBA				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	95,833	59,607	49,000	121.65	
Plus: Revenues	519	59,806	56,500	105.85	
Less: Expenditures	2,170	25,231	90,759	27.80	
Ending Fund Balance	94,182	94,182	14,741	638.91	

	Building Department				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	300,333	269,746	238,000	113.34	
Plus: Revenues	11,630	132,022	340,500	38.77	
Less: Expenditures	18,889	108,694	339,819	31.99	
Ending Fund Balance	293,074	293,074	238,681	122.79	

	State Tax Street				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	2,287,680	2,327,209	2,100,000	110.82	
Plus: Revenues	70,638	332,770	795,807	41.82	
Less: Expenditures	24,626	326,287	2,589,171	12.60	
Ending Fund Balance	2,333,692	2,333,692	306,636	761.06	

	Warrenton Marina				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	414,311	157,790	149,000	105.90	
Plus: Revenues	15,385	499,784	623,978	80.10	
Less: Expenditures	39,644	267,522	667,465	40.08	
Ending Fund Balance	390,052	390,052	105,513	369.67	

Financial data as of December 2019, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	337,927	149,169	130,000	114.75	2,568,957	1,857,462	900,000	206.38
Plus: Revenues	8,381	368,614	375,901	98.06	257,234	2,287,515	5,067,800	45.14
Less: Expenditures	24,269	195,744	428,578	45.67	143,396	1,462,182	5,159,212	28.34
Ending Fund Balance	<u>322,039</u>	<u>322,039</u>	<u>77,323</u>	<u>416.49</u>	<u>2,682,795</u>	<u>2,682,795</u>	<u>808,588</u>	<u>331.79</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,463,341	2,001,200	1,800,000	111.18	972,617	815,590	700,000	116.51
Plus: Revenues	227,799	1,451,973	2,831,800	51.27	40,978	253,993	472,800	53.72
Less: Expenditures	135,428	897,461	3,242,720	27.68	9,742	65,730	707,700	9.29
Ending Fund Balance	<u>2,555,712</u>	<u>2,555,712</u>	<u>1,389,080</u>	<u>183.99</u>	<u>1,003,853</u>	<u>1,003,853</u>	<u>465,100</u>	<u>215.84</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	517,913	420,570	380,000	110.68	20,702	19,490	16,000	121.81
Plus: Revenues	97,864	601,940	1,157,772	51.99	4,451	14,824	20,775	71.35
Less: Expenditures	150,354	557,087	1,342,137	41.51	1,988	11,149	27,481	40.57
Ending Fund Balance	<u>465,423</u>	<u>465,423</u>	<u>195,635</u>	<u>237.90</u>	<u>23,165</u>	<u>23,165</u>	<u>9,294</u>	<u>249.25</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	220,980	114,826	110,000	104.39	61,086	279,672	214,603	130.32
Plus: Revenues	2,406	193,583	204,865	94.49	14,120	149,054	1,867,622	7.98
Less: Expenditures	13,879	98,902	219,126	45.13	14,993	368,513	2,082,225	17.70
Ending Fund Balance	<u>209,507</u>	<u>209,507</u>	<u>95,739</u>	<u>218.83</u>	<u>60,213</u>	<u>60,213</u>	<u>-</u>	<u>-</u>

Financial data as of December 2019, continued

(\$) Cash Balances as of December 31, 2019

General Fund	1,716,882	Warrenton Marina	363,556	Storm Sewer	954,636
WBA	94,663	Hammond Marina	322,304	Sanitation Fund	396,054
Building Department	298,980	Water Fund	2,184,680	Community Center	24,899
State Tax Street	2,338,588	Sewer Fund	2,250,359	Library	210,107

Warrenton Urban Renewal Agency

Capital Projects	82,881
Debt Service	2,083,555

General Fund Revenues	Collection Frequency	2019-2020 Budget	Actual as a % of Current Budget	Collections/Accruals Year to date		(over) under budget
				December 2019	December 2018	
Property taxes-current	AP	1,012,257	95.24	964,086	909,888	48,171
Property taxes-prior	AP	35,000	54.77	19,169	17,962	15,831
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	560,000	38.95	218,113	198,222	341,887
COW - franchise fees	M	155,488	59.20	92,049	79,181	63,439
Transient room tax	Q	555,514	55.38	307,641	220,572	247,873
Liquor licenses	A	625	0.00	-	25	625
State revenue sharing	MQ	158,351	35.85	56,776	55,107	101,575
Municipal court	M	120,620	52.13	62,884	65,059	57,736
Community development fees	I	55,000	53.95	29,674	18,820	25,326
Police charges	I	16,800	58.77	9,873	8,494	6,927
Fire charges	SM	100,509	0.00	-	11,883	100,509
Park charges	I	-	0.00	480	50	-
Miscellaneous	I	1,200	869.00	10,428	11,449	(9,228)
Interest	M	27,000	34.54	9,325	13,261	17,675
Lease receipts	M	210,194	51.42	108,074	107,693	102,120
Sub-total		3,008,558	62.77	1,888,572	1,717,666	1,119,986
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,184,564	56.39	667,951	609,715	516,613
Total revenues		4,193,122	60.97	2,556,523	2,327,381	1,636,599

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

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

S - semi-annual

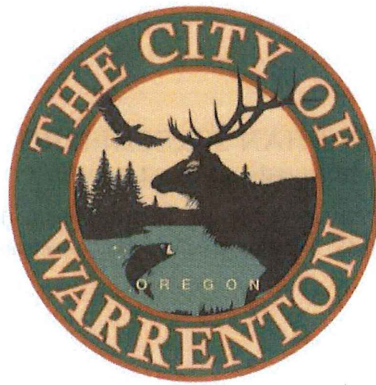
I - intermittently

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

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2020. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



Public Works Department

Pre-Application Memorandum

To: Linda Engbretson, City Manager
From: Collin Stelzig, Public Works Director
Cc: April Clark, Finance Director
Date: December 17, 2019
Re: Warrenton Landfill Financial Assurance Post-Closure Cost Estimate

The Department of Environmental Quality requires that an Oregon Registered Professional Engineer prepare a written estimate as part of a landfill post closure financial assurance plan. The City of Warrenton is required to annually review and update the financial assurance plan during the post-closure care of the closed Warrenton Landfill on Ridge Road. Jonathan Sprecher, RG, has submitted to the City his latest report dated July 22, 2019 that provides the methodology for determining the projected costs up to the year 2039. Mr. Sprecher references the Municipal Solid Waste facilities rate of 1.69 %, provided by the DEQ. As such, the annual rate of increase from the year 2020 to 2039 is estimated to be 1.69%. Therefore, the adjusted total post closure cost for the next 20-years is estimated to be \$274,489.

I recommend that the City of Warrenton and the Department of Environmental Quality accept this proposed budget as the required current Financial Assurance Plan.

RENEWAL DATE: JUNE 30, 2020

JONATHAN SPRECHER RG
Consulting Geologist
551 NW Trenton Avenue, Bend, Oregon 97703
Cell 541.480.3611 Email sprecher@bendbroadband.com

July 22, 2019

Collin Stelzig, PE
Public Works Director
City of Warrenton
P.O. Box 250
Warrenton, Oregon 97146

**SUBJECT: WARRENTON LANDFILL POST-CLOSURE FINANCIAL ASSURANCE
COST ESTIMATE FOR ENVIRONMENTAL MONITORING**

Dear Collins,

Attached is my cost estimate for the environmental monitoring at the Warrenton Landfill. The costs of the annual environmental monitoring are based on the average cost from 2001 to 2015 to collect the ground-water samples, laboratory analysis and preparing the Annual Environmental Monitoring Report.

The Oregon Department of Environmental Quality (DEQ) is not presently requiring the City of Warrenton to perform any corrective action activities at the site. During a meeting with DEQ the decision was made to continue groundwater monitoring at the landfill for the foreseeable future. No environmental studies are planned.

The planned environmental monitoring activities are reflected in the attached spreadsheet. The projected costs for the 20-year period from 2020 to 2039 using the reference rate for Municipal Solid Waste facilities of 1.69 % provided by the DEQ. The adjusted total is \$274,489 (refer to attached table).

If you have any questions contact me at 541.480.3611 or by email at sprecher@bendbroadband.com

Jonathan Sprecher RG
Consulting Geologist

City of Warrenton
 Warrenton Landfill
 Warrenton Landfill Financial Assurance
 Post-Closure Cost Estimate
 Jonathan Sprecher RG
 July 22, 2019

Year	Year	Annual Monitoring Costs				Reference Rate	Adjusted Rate
		Labor	Lab	DEQ Fee	Total		
2020	1	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.000	\$ 11,650
2021	2	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.017	\$ 11,847
2022	3	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.034	\$ 12,047
2023	4	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.052	\$ 12,251
2024	5	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.069	\$ 12,458
2025	6	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.087	\$ 12,668
2026	7	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.106	\$ 12,882
2027	8	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.124	\$ 13,100
2028	9	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.143	\$ 13,321
2029	10	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.163	\$ 13,547
2030	11	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.182	\$ 13,776
2031	12	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.202	\$ 14,008
2032	13	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.223	\$ 14,245
2033	14	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.243	\$ 14,486
2034	15	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.264	\$ 14,731
2035	16	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.286	\$ 14,980
2036	17	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.308	\$ 15,233
2037	18	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.330	\$ 15,490
2038	19	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.352	\$ 15,752
2039	20	\$ 7,000	\$ 4,500	\$ 150	\$ 11,650	1.375	\$ 16,018
\$ 221,350							\$ 274,489

Years	20
Annual Rate ¹	1.69%
Adjusted Total	\$ 274,489

¹Reference Rate per DEQ for MSW is 1.69%



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kevin A. Cronin, AICP, Assistant City Manager/Community Development Director
DATE: For the Agenda of February 11, 2020
2nd Reading: Chelsea Gardens Master Plan (RZ 19-1, DCR 19-2, CP 19-2)

BACKGROUND

The City Commission held a public hearing on January 14, 2020 to take public testimony on the Spur 104 (“Chelsea Gardens”) master plan, which has been under development concurrently with the housing code update. The proposal includes a zoning map overlay, performance standards, and comprehensive plan policies to support the implementation of Warrenton’s first neighborhood master plan.

The City Commission held a first reading of Ordinance No. 1233 on January 28, 2020. Only one change was requested: addition of one more master plan area described in the Comprehensive Plan amendment.

Enclosed is a revised Ordinance No. 1233 to review.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the City Commission hold a second reading by title only.

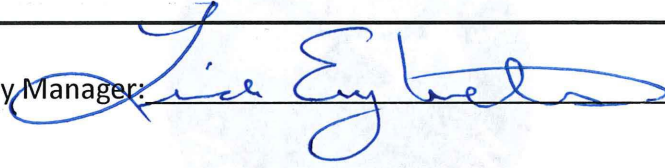
Spur 104 Proposal Suggested Motion:

- *I move to hold a second reading, by title only, of Ordinance No. 1233.*
- *I move to adopt Ordinance No. 1233.*

Alternative Motion: *None*

Enclosure: Ordinance No. 1233, Spur 104; Development Code Revisions, Concept Plans (2)
Comprehensive Plan Amendment, and Zoning Map Revision

Approved by City Manager:



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

Ordinance 1233
Introduced by All Commissioners

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN ARTICLE 2,
WARRENTON MUNICIPAL CODE CHAPTER 16.116, 16.220, AND WARRENTON
ZONING MAP REGARDING THE CREATION OF POLICIES TO SUPPORT
NEIGHBORHOOD MASTER PLANNING AND A NEW NEIGHBORHOOD CHELSEA
GARDENS**

WHEREAS, the City Commission initiated and approved a zone change for the “Spur 104” area in 2019 by Ordinance No. 1228 to encourage the development of a mixed use, high density neighborhood; and

WHEREAS, the Warrenton Urban Renewal Agency financially supported the zone change to encourage local economic development through the creation of new businesses;” and

WHEREAS, the City of Warrenton held multiple public meetings, hearings, and a charrette open to the public to solicit comments and make changes to the proposal; and

WHEREAS, the City of Warrenton wants to strike a balance with the need to create new housing and business opportunities with development of common sense regulations to protect neighborhood livability and mitigate traffic impacts while supporting property owners interest in redeveloping; and

WHEREAS, the City Commission held two public hearings - December 10, 2019 and January 14, 2020 to take public testimony and adhere to the applicable notice procedures in the Warrenton Development Code.

NOW, THEREFORE, the City of Warrenton ordains as follows: (Key: ~~new~~, deleted)

Section 1. A new chapter regulating the creation of new neighborhood master plans shall be added to Warrenton Municipal Code Chapter 16.116.

16.116.010. Purpose. The purpose of this chapter is to set forth design overlay standards for new neighborhood master plans to insure the orderly conversion of a large amount of urbanizable land to mixed use, residential and commercial land within the City to higher intensity, urban uses to maximize investment in public facilities. The standards will apply to areas identified through City or developer initiated master planning. The subject areas are largely vacant and currently have a low level of urban services. These areas are projected to develop over time to a density of at least 25 units per acre similar to High Density Residential Zone (RH). This chapter is intended to insure that public facilities adequate to serve development at this density are provided, either before or concurrent with development.

16.116.020 Boundaries of Neighborhood Master Plan Areas.

The neighborhood master plan standards in this chapter shall apply to areas designated on the Comprehensive Plan/Zone Map with the symbol “NMP-NAME.” In addition, a specific master plan will be adopted and referenced herein that illustrates the boundaries and physical layout of new streets, parks, and other land uses.

16.116.030 Neighborhood Master Plan Development Standards

The following standards shall apply to new development within designated areas:

- A. All development shall provide the following primary urban services: water, sanitary sewer facilities connecting to the City sewer system, local streets, fire protection and drainage. An inability to provide an acceptable level of all primary services shall result in the denial of a land use application.**
- B. All development shall be reviewed to ascertain whether an adequate level of the following secondary urban services exists: collector and arterial streets, transit, schools, police protection, and parks. Where the City determines and supports with findings that an unacceptable level of secondary urban services exist, the City may deny the land use application unless the developer insures the availability of an acceptable level of the services within five years from occupancy.**
- C. City specifications shall be the standard used as measurement of acceptability of a service, including traffic engineering and adopted city transportation policies, to disperse new traffic trips generated by the impact of new development. If street standards are proposed that differ from the TSP, findings and analysis shall be provided to demonstrate compliance and consistency with neighborhood planning principles.**
- D. Encourage the maximum redevelopment of the area to facilitate the creation of a pedestrian friendly, transit supportive, and people oriented neighborhood where residents and visitors can walk to services within the neighborhood and adjacent areas.**
- E. Development proposed within the neighborhood overlay that is consistent with the master plan is streamlined whereas any proposed development that does not support neighborhood planning principles in Comprehensive Plan and other policies should be discouraged.**

16.116.040 Spur 104 Performance Measures & Redevelopment Standards

The following standards shall apply to new development in the Spur 104 Neighborhood Master Plan area.

- A. Development shall consider either the “Mixed Use Concept” or “Residential Concept” contained herein. At a minimum, streets, parks, open space, and trails shall be adhered to and planned for in future development.**
- B. The total number of housing units for the new neighborhood shall not exceed 350 units. The types of units and minimum density are described in the Commercial Mixed Use (CMU) Zone and High Density Residential Zone (RH) standards. Housing units that existed prior to 2018 shall not be counted towards the cap on the total amount. Adaptive reuse of cultural or historic structures built prior to 1940 is strongly encouraged.**
- C. The total amount of commercial space shall not exceed 50,000 SF. No building footprint shall be larger than 20,000 SF to encourage a mixed use, neighborhood scale, and pedestrian-oriented design. Maximum of building floor area shall be regulated by height standard. The types of uses allowed are described in the Commercial Mixed Use (CMU) Zone. However, drive thrus shall be prohibited to reduce traffic impacts.**
- D. Architectural design shall be governed by WMC 16.116 Design Standards. In addition, at least three distinct exterior materials shall be used. Glass entries and vestibules shall not be**

counted towards the required amount of materials. A distinctive entry is required. New parking for commercial uses should be located to the rear or side portion of the lot.

- E. All new development shall contribute to planned parks and trails identified on the concept plans and Parks Master Plan.
- F. Zero lot line developments for single family attached are allowed subject to site design review.

Section 2. The chapter regulating conditional use permits shall be amended in Warrenton Municipal Code Chapter 16.220 with the following:

Chapter 16.220 CONDITIONAL USE PERMITS

16.220.030 Review Criteria.

A. Before a conditional use is approved findings will be made that the use will comply with the following standards:

- 1. The proposed use is in conformance with the Comprehensive Plan.
- 7. **The use is appropriate at the proposed location. Several factors which should be considered in determining whether or not the use is appropriate include: accessibility for users (such as customers and employees); availability of similar existing uses; availability of other appropriately zoned sites; and the desirability of other suitably zoned sites for the intended use.**

Section 3. The Warrenton Comprehensive Plan **Article 2: Urban Development, Section 2.340** shall be amended with the following:

Section 2.340 Neighborhood Master Planning

The City of Warrenton will facilitate the orderly conversion of low density residential and commercial lands to mixed use, urban densities when public facilities are available and feasible to serve a neighborhood.

- 1. **The City will initiate the neighborhood master plan or encourage private owners and investors to consider a neighborhood master plan or planned unit development to achieve neighborhood master plan principles:**
 - a. **Provide a common framework that balances both certainty and flexibility for stakeholders.**
 - b. **Utilize existing right of way (street) pattern and provide an efficient layout for multiple transportation options.**
 - c. **Foster a sense of community through quality architecture and urban design.**
 - d. **Bolster the neighborhood with a park or common open space available to all residents and visitors.**
 - e. **Create a walkable and pedestrian oriented district to support higher transit use and less auto traffic.**
 - f. **Connect to surrounding community assets, including downtown.**
 - g. **Address increased traffic issues in conjunction with any new redevelopment.**

2. **Areas proposed for neighborhood master plans are the following:**

- **Hammond**
- **Downtown**
- **Chelsea Gardens (Spur 104; between US 101 and SE Ensign Lane)**
- **Carruthers Park Plat (Between Skipanon River and Spur 104)**

3. Neighborhood master plans shall be reviewed by the Planning Commission and City Commission as a legislative amendment to the Comprehensive Plan, Zoning Map Overlay, and Development Code.

Section 4. The Warrenton Zoning Map shall be amended with the addition of a “Chelsea Gardens Overlay” and is included as Exhibit A.

Section 5. This Ordinance shall take full force and effect 30 days upon its adoption by the Commission of the City of Warrenton.

First Reading: January 28, 2020

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ___ day _____ of 2020.

APPROVED

Henry A. Balensifer, Mayor

Attest:

Dawne Shaw, City Recorder

Exhibit A Warrenton Zoning Map



City Limits (Warrenton, Astoria) Warrenton Urban Renewal District

Spur 104 Neighborhood Master Plan

Warrenton Zoning

- R40 - Low Density Residential
- R10 - Intermediate Density Residential
- RGM - R-10 Growth Management Zone
- RM - Medium Density Residential
- RH - High Density Residential
- C1 - General Commercial
- C2 - Water Dependent Commercial
- CMU - Mixed Use Commercial
- RC - Recreational Commercial
- I1 - General Industrial
- I2 - Water Dependent Industrial
- OSI - Open Space Institutional
- A1 - Aquatic Development
- A2 - Aquatic Conservation
- A3 - Aquatic Natural
- A5 - Lake and Freshwater Wetland

County Zoning

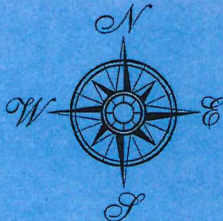
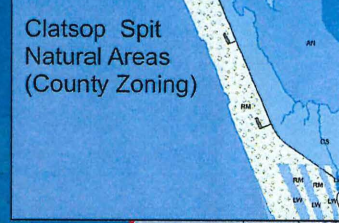
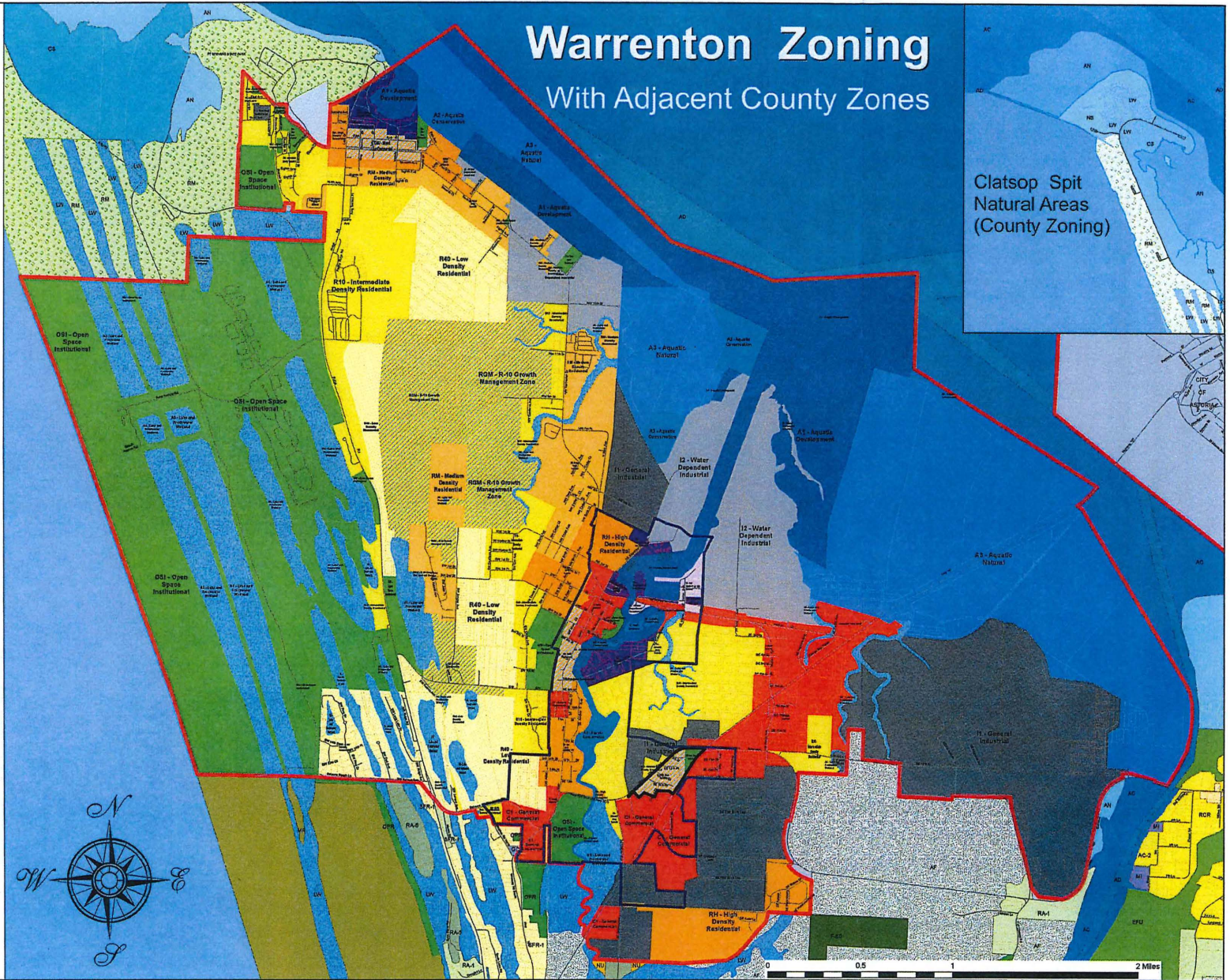
- AC Aquatic Conservation
- AD Aquatic Development, Ship Channel, Jetty
- AF Agriculture - Forestry
- AN Aquatic Natural
- CS Conservation Shorelands
- EFU Exclusive Farm Use
- F-80 Forest - 80
- LW Lake and Wetlands
- MI Marine Industrial Shorelands
- MR Military Reserve
- NS Natural Shorelands
- NU Natural Uplands
- OPR Open Space, Parks, Recreation
- RA-1 Residential Agriculture - 1
- RA-5 Residential Agriculture - 5
- RM Recreation Management
- SFR-1 Single Family Residential - 1

1 inch = ~845 ft at 34" x 44" (ANSI E)
 1 inch = 1300 ft at 22" x 34" (ANSI D)
 1 inch = 2600 ft at 11" x 17" (Tabloid, ANSI B)

Revised Compilation: Sept. 2019
 S:\Warrenton Map Gallery\ZoningMap.dwg; L:\PLANNING\ZoningMap190905.mxd

Warrenton Zoning

With Adjacent County Zones



C-MU SITE FRAMEWORK PLAN :: MIXED-USE CONCEPT



C-MU SITE FRAMEWORK PLAN :: RESIDENTIAL CONCEPT





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kevin A. Cronin, AICP, Assistant City Manager/Community Development Director
DATE: For the Agenda of February 11, 2020
SUBJ: 2nd Reading: Housing Code Amendments (CP 19-1, DCR 19-1)

BACKGROUND

The City Commission held a public hearing on December 10, 2019 for a Type 4 legislative amendment to the Warrenton Development Code to implement the recommendations of a Housing Needs Assessment (June 2019). A first reading was held on January 28, 2020. No additional changes were requested.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends holding a second reading of Ordinance No. 1234. The City Commission can hold a second reading by title only.

Housing Proposal Suggested Motions:

- a. *I move to conduct a second reading, by title only, of Ordinance 1234.*
- b. *I move to adopt Ordinance 1234.*

Alternative Motion: *None*

Enclosure:

Ordinance No. 1234, Housing Code; Development Code Revisions and Comprehensive Plan Amendment, & Housing Matrix

Approved by City Manager: _____

Linda Engelson

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

Ordinance 1234
Introduced by All Commissioners

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND WARRENTON MUNICIPAL CODE CHAPTER 16.12, 16.180, 16.28, 16.32, 16.36, AND ADDING 16.202 REGARDING NEW POLICIES AND AMENDED CODES TO INCREASE THE SUPPLY AND DIVERSITY OF HOUSING

WHEREAS, the City Commission received and reviewed a Housing Needs Assessment in June 2019; and

WHEREAS, the City of Warrenton held multiple public meetings, hearings and work sessions, open to the public to solicit comments and make changes to the proposal; and

WHEREAS, the City of Warrenton wants to strike a balance with the need to create new housing opportunities with development of common sense regulations to protect neighborhood livability and mitigate traffic impacts while supporting property owners interest in redeveloping; and

WHEREAS, the Planning Commission held a public hearing on September 12, 2019 and recommended approval on November 14, 2019, and the City Commission held a public hearing on December 10, 2019 to take public testimony and adhere to the applicable notice procedures in the Warrenton Development Code.

NOW, THEREFORE, the City of Warrenton ordains as follows: (Key: **new**, ~~deleted~~)

Section 1. Amendments to the Warrenton Municipal Code Chapter 16 Development Code are as follows:

16.12.010 Definitions.

Courtyard Cottages: Four or more cottages that are 1,200 SF or less built or placed around a shared open space and shared side yard parking. Cottages can be on fee simple lots or one lot in common ownership.

Density. A measurement of the number of dwelling units in relationship to a specified amount of land. As used in this Code, density does not include land devoted to street right-of-way. **Density is a measurement used generally for residential uses but is also applied to mixed use developments.**

Density calculations resulting in fractions of more than .5 can be rounded up.

-**Minimum:** The amount of dwelling units that are the minimum necessary to develop a 1 acre or larger lot.

-**Net:** The amount of density allowed when non-buildable land (wetlands, riparian, floodplain) is subtracted from the gross acres.

-**Maximum:** The maximum amount of dwelling units on a given lot that is larger than 1 acre.

Mixed use: Commercial and residential space built on the same lot in vertical or horizontal format.

Single-Family Attached (Duplex, Townhome, Triplex, Rowhouse). Two (duplex, townhome) or more (triplex, rowhouse) single-family dwellings with common end walls. **Townhouses are distinct in architectural features and color. Rowhouses use similar architectural features.**

See Chapter 16.184, Single-Family Attached, Duplex, and Triplex Design Standards.

Transitional Housing: Temporary housing provided as a social service to homeless such as a shelter, warming center, or dormitory.

Zero Lot Line: Living units that can be built up to the property line providing space in the rear for accessory structures and common space.

16.180.040 Accessory Dwelling Standards.

~~C. Owner Occupied. The primary residence or accessory dwelling shall be owner occupied. The owner may act as a resident caretaker of the principal house while occupying the accessory dwelling or appoint a family member to perform such duties.~~

I. Off-Street Parking. No additional off-street parking is required if the lot already contains at least two off-street parking spaces; ~~otherwise, one space is required.~~

Low Density Residential R-10 Zone

16.28.020 Permitted Uses.

The following uses and their accessory uses are permitted in the R-10 zone if the Community Development Director determines that the uses conform to the standards in Sections 16.28.040 through 16.28.050, applicable Zoning Ordinance standards, and other City laws:

A. Single-family detached, **attached, or duplex** dwelling.

16.28.040 Development Standards.

The following development standards are applicable in the R-10 zone:

A. Density Provisions.

1. Minimum lot area for residences: **8,000 square feet. Minimum density is 5 dwelling units per acre.**
2. Minimum lot width at the front building line **for detached dwelling**: 50 feet.
3. **Minimum lot area for single-family attached dwelling: 2,500 square feet.**
4. **Minimum lot width at the front building line for single-family attached dwelling: 25 feet.**
5. Minimum lot depth: 70 feet.
6. Not more than 35% of the lot area shall be covered by buildings except as may be permitted by conditional use permit or variance.

Medium Density Residential - RM Zone

16.32.020 Permitted Uses.

The following uses and their accessory uses are permitted in the R-M Zone if the Community Development Director determines that the uses conform to the standards in Sections 16.32.040 through 16.32.050, and any other applicable Development Code standards, and other City laws:

- A. Single-family detached dwelling.
- D. **Duplex, townhome, and triplex** subject to standards of Chapter 16.184.

16.32.040 Development Standards.

The following development standards are applicable in the R-M zone:

- A. Density Provisions.
 - 1. Minimum lot area for single-family detached dwelling or duplex: **5,000** square feet.
Minimum density is 8 dwelling units per acre.

High Density Residential - RH Zone

16.36.040 Development Standards.

The following development standards are applicable in the R-H zone:

- A. Density Provisions.
 - 1. Minimum lot area for a single-family detached dwelling: **4,500** square feet. **Minimum density is 20 units per acre.**

16.40.020 Permitted Uses.

The following uses and their accessory uses are permitted in the C-1 zone if the uses conform to the standards in Sections 16.40.040 through 16.40.060, Chapters 16.124, 16.212 and other applicable Development Code standards, and other City laws:

- A. Only the following uses and their accessory uses are permitted along Highway 101, SE Marlin, SE Ensign Drive, SE Discovery Lane, and SE Dolphin Avenues and shall comply with the above noted sections as well as Chapter 16.132:

- 1. Personal and business service establishments such as barber or beauty shop, clothes cleaning, or funeral home.

- 20. Commercial uses with 2nd floor residential use(s) [apartment(s)] or on same lot with existing single family detached built prior to April 2, 1997.**

- 21. Similar uses as those stated above.

- B. For all other C-1 zoned areas within the City limits of Warrenton, the following uses and their accessory uses are permitted and shall comply with the above noted sections:

- 1. Personal and business service establishments such as barber or beauty shop, clothes cleaning or funeral home.

- 23. Commercial uses with 2nd floor residential use(s) [apartment(s)] or on same lot with existing single family detached built prior to April 2, 1997.**

16.202 Courtyard Cottage Cluster Housing (NEW CODE SECTION)

A. Purpose. A cottage cluster housing development is a small cluster of dwelling units appropriately sized for smaller households and available as an alternative to the development of typical detached single-family and two-family homes on individual lots. Cottage cluster development is intended to address the changing composition of households, and the need for smaller, more diverse, and often, more affordable housing choices. Providing for a variety of housing types also encourages innovation and diversity in housing design and site development, while ensuring compatibility with surrounding single-family residential development.

B. Ownership and Parcelization. Cottage cluster developments may be sited on one commonly owned parcel with individual cottages owned in a condominium, cooperative, or similar arrangement, or cottages may be on individual lots with shared amenities and facilities owned in common. Applicants must submit proof that a homeowner's association or other long-term management agreement will be established to ensure the maintenance of development elements in common ownership.

C. Review Procedures.

1. Applications for cottage cluster development on a single lot will be reviewed by the Community Development Director - Type 2 application.

2. Applications for cottage cluster development involving creation of multiple lots shall be reviewed in accordance with 16.216. Subdivision.

D. Standards. Cottage cluster developments are subject to the following standards:

1. **Density.** Cottages may be built up to the density established for cottage cluster development in the underlying zone. Cottages are permitted outright in the R-10, RM, and RH zone. Minimum lot size is 15,000 SF.

2. **Number of cottages.** A cottage cluster development is composed of four (4) to twenty (20) dwelling units.

3. **Cottage design.** The cottages in a cottage cluster development are subject to the following standards:

a. **Maximum floor area.** The gross floor area of each cottage shall not exceed 1,250 square feet.

b. **Maximum footprint:** The footprint of each cottage unit shall not exceed 800 square feet, or 1,200 square feet including a garage. A communal garage or parking structure is permitted, and is not subject to the maximum footprint requirements for cottages.

c. **Average size.** The average size of all dwellings combined within a cottage cluster development will be less than 1,200 square feet.

d. **Maximum height.** The height of each cottage shall be the same as required by the underlying zoning and applicable overlay zoning.

e. **Placement.** If cottages differ in size, smaller cottages shall be located adjacent to or in closer proximity than larger cottages to the adjacent public street or River Trail to which the development is oriented.

f. **Setbacks.** The setbacks from adjacent property lines along the perimeter of the cottage cluster development shall be the same as required by the underlying zone. The minimum distance between all structures, including accessory structures, shall be in accordance with building code requirements (at least six (6) feet spacing between buildings).

- g. Private open space. Each cottage may have private open space for the exclusive use of the cottage residents. Private open space does not count towards the required common open space.
- h. Orientation of cottages. Cottages shall be clustered around the common open space. Each cottage shall have a primary entrance and covered porch oriented to the common open space. All cottages shall be within 10 feet from the common open space, measured from the façade of the cottage to the nearest delineation of the common open space. Lots in a cottage cluster development are not required to abut a public right-of-way, except that the parent parcel shall have frontage on a public right-of-way in accordance with 16.120
- i. Common Open Space. The design of the common open space shall not use unusable lot area or projections to meet the requirement for common open space. Unusable lot area includes, but is not limited to, foundation landscaping, enlarged or enhanced parking strips or sidewalks, narrow strips of land, wetlands, or small dead zones of the lot.
- j. Public street facing facades. Cottages abutting a public right-of-way or Waterfront Trail shall have a secondary entrance or a porch, bay window, or other major architectural feature oriented to the public right-of-way or the River Trail. Garage or carport entrances may not face a public right-of-way unless it is an alley.
- k. Porches. Each cottage shall have a covered open porch that shall be oriented toward the common open space and that shall be at least six (6) feet in depth measured perpendicular to the abutting building facade and at least 60 square feet in area.
4. Community buildings. Cottage cluster developments may include community buildings that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. They shall have a footprint of no more than 800 square feet unless there is an existing dwelling that is renovated for community building space.

Figure 1: Example of Cottage Cluster Layout on Infill Lot



5. Common open space. Cottage cluster developments shall have a common open space in order to provide a sense of openness and community of residents. Common open space is subject to the following standards:

- a. Each cottage cluster development shall contain a minimum 2,000 square feet of common open space regardless of the number of cottages in the cluster, and not less than 200 square feet of common open space per cottage.
- b. The common open space shall include at least a single, contiguous, useable piece.
- c. Cottages shall abut the common open space on at least two sides of the open space.
- d. Parking areas, required yards, private open space, and driveways do not qualify as common open space.

6. Parking. Parking for a cottage cluster development is subject to the following standards:

- a. Minimum number of parking spaces. Cottage cluster developments shall have at least one parking space for each unit with a gross floor area of 700 feet or less.
- b. Guest parking. Cottage cluster developments shall have at least 0.5 additional guest parking spaces for each cottage in the development, rounded up to the nearest whole number. These spaces shall be clearly identified as being reserved for guests.
- c. Reduction in number of required parking spaces. The required number of guest parking spaces may be reduced by the number of on-street parking spaces on public streets adjacent to and immediately abutting the cottage cluster development.
- d. Clustering and parking structures. Parking areas may be arranged in clusters limited to no more than five contiguous spaces. Clustered parking areas may be covered. Up to two (2) carriage house dwelling units are permitted on the second floor of a parking structure, with a maximum of one (1) carriage house dwelling unit per four (4) cottages (rounded to the nearest whole number). Parking structures may or may not be located on the same lot as the cottage they serve. Parking structures shall not be located within a common open space and are required to be screened from view from common open space areas.
- e. Parking access. Parking areas shall be accessed only by a private driveway or public alley or local street. No parking space may be between a public street and cottages that abut a public street.
- f. Design. The design of garages, carports, and parking structures, including the roof lines, windows, and trim, shall be similar to and compatible with that of the cottages within the cottage cluster development.
- g. Screening. Landscaping or architectural screening at least three feet tall shall separate parking areas and parking structures from the common area and public streets. Solid fencing (e.g., board, cinder block) shall not be allowed as an architectural screen.
- h. Location. Parking can be grouped and located on a separate lot within 100 feet of an edge of the cottage cluster development.

8. Frontage, access, and walkways.

- a. Frontage. The parent parcel shall have frontage on a public street. If individual lots are created within the cluster development, each lot shall abut the common open space, but is not required to have public street frontage.
- b. Access. No part of any structure shall be more than 150 feet, as measured by the shortest clear path on the ground, from fire department vehicle access, unless the building has a fire suppression system.

c. Walkways. A cottage cluster development shall have sidewalks abutting all public streets. A system of interior walkways shall connect each cottage to the common open space, parking areas, private driveways, any community buildings, the sidewalks abutting any public streets bordering the cottage cluster development, and other pedestrian or shared use facilities such as the Waterfront Trail. Sidewalks abutting public streets shall meet the width requirements established in the Warrenton Engineering Design Standards, and interior walkways shall be at least four (4) feet in width.

9. Interior fences. Fences on the interior of the cottage cluster development shall not exceed three (3) feet in height and shall not consist of solid (e.g., board, cinder block) fencing.

10. Existing structures. On a lot or parcel to be used for a cottage cluster development, an existing detached single-family dwelling that may be nonconforming with respect to the requirements of this section may remain, but the extent of its non-conformity may not be increased. Such dwellings shall count towards the number of cottages allowed in the cottage cluster development unless converted for community building use.

E. Conflicts. In the event of a conflict between this Section and other Sections of the Warrenton Development Code, this Section shall control.

Section 2. The Warrenton Comprehensive Plan Section 3.3.10 shall be amended with the following:

Section 3.3.10 Residential Lands

(14) The City shall support the creation of housing that is affordable to low- and moderate-income households through partnerships, land use policies, and programmatic efforts.

(15) The City shall allow for a mix of residential uses with other compatible uses in appropriate locations.

(16) The City will allow and support the development of Accessory Dwelling Units in all residential zones in accordance with Oregon law. Accessory Dwelling Units are an important housing option that can help meet the need for affordable rental units, reduce housing costs for homeowners, and enable multi-generational living.

(17) As necessary, the City shall regulate short term rentals to reduce their impact on availability and long-term affordability of housing.

Section 3. This Ordinance shall take full force and effect 30 days upon its adoption by the Commission of the City of Warrenton.

First Reading: January 28, 2020

Second Reading: February 11, 2020

ADOPTED by the City Commission of the City of Warrenton, Oregon this ___ day _____ of 2020.

APPROVED

Henry A. Balensifer, Mayor

Attest:

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Collin Stelzig, Public Works Director
 DATE: February 11, 2020
 SUBJ: Repeal WMC 13.12

SUMMARY

The first reading of Ordinance No. 1235 was conducted on January 28, 2020. In November 2018, an updated water ordinance was adopted, Ordinance No. 1222. The ordinance included an update to the existing backflow and cross connection control ordinance and was intended to repeal the existing ordinance and WMC 13.12. The codifiers of Quality Code wouldn't repeal the WMC with how the ordinance title was written. It was suggested we adopt an ordinance repealing WMC 13.12 specifically.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the second reading, by title only, of Ordinance No. 1235; Repealing Ordinance No. 982-A, 999-A, 1031-A, 1049-A; and Repealing Chapter 13.12"

"I move to adopt Ordinance No. 1235"

ALTERNATIVE

None recommended

FISCAL IMPACT

None

Approved by City Manager: _____

Jinda Engelson

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

ORDINANCE NO 1235

Introduced by All Commissioners

Repealing Ordinance No. 982-A, 999-A, 1031-A, 1049-A; and Repealing Chapter 13.12

WHEREAS, the City of Warrenton Commission approved Ordinance No. 1222 on November 13, 2018, which covers backflow and cross-connection control;

WHEREAS, the intent of Ordinance No. 1222 was to repeal Chapter 13.12 but was not specific enough for codifiers to remove from the Code;

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

Chapter 13.12 of the Warrenton Municipal Code is hereby repealed.

Adopted by the City Commission this 11th day of February 2020.

First Reading: January 28, 2020

Second Reading: February 11, 2020

APPROVED

Henry A. Balensifer, III, Mayor

ATTEST

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig, P.E., Public Works Director
DATE: February 11th, 2020
SUBJ: SW 2nd St. (Elm – Gardenia) Professional Services Contract

SUMMARY

Public Works requested a proposal for civil design engineering, contract documents and bidding assistance for the SW 2nd St. (Elm – Gardenia) project for the City of Warrenton.

Public Works recommends A.M. Engineering to prepare these documents and assist in the bid process. Their proposal totaling a not to exceed price of \$44,600.00 and contract documents are attached.

RECOMMENDATION/SUGGESTED MOTION

I move to award the contract for civil design engineering, contract documents and bidding assistance for the SW 2nd St. (Elm-Gardenia) project to A.M. Engineering.

ALTERNATIVE

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

FISCAL IMPACT

This project was approved in the City of Warrenton 2019-2020 Fiscal Year Budget.

Approved by City Manager:

Linda Englebertson

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

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

CONTRACT:

This Contract, made and entered into this _____ day of February 2020, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and A.M. Engineering, PO Box 973, Seaside, OR 97138 hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide engineering services for the SW 2nd St (Elm-Gardenia) project for the City of Warrenton, as outlined in the attached Scope of Work (attachment A).

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

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$44,600 for performance of conceptual design, civil engineering design, construction contract documents and technical specifications, bidding assistance, and erosion control;

B. The CONSULTANT will submit a final invoice referencing 040-431-620068 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

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

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

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

15. INSURANCE

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

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

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

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

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force,

stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

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

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: _____
Henry Balensifer, Mayor Date

By: _____
Printed Name: _____ Date
Title: _____



P.O. Box 973
Seaside, Oregon 97138
(503) 468-8600
adam@amengnr.com

1/31/2020

Collin Stelzig, PE
Public Works Director
City of Warrenton
45 SW 2nd St.
Warrenton, OR 97146

SW 2nd, Elm – Gardenia

Warrenton, Oregon

Proposal for Professional Engineering Services

Dear Collin Stelzig, PE:

Thank you for considering A.M. Engineering, LLC (AME) for your Project.

Below is a description of the project for which we are proposing services to be rendered on your behalf and on which our fees are based. The scope shall be delivered according to the service terms. If the scope is not accurate, please bring it to our attention immediately.

This proposal shall constitute an Agreement for these services when an original, signed copy is returned to our office or an electronic authorization is received, constituting an electronic signature.

Should you need any additional information, please feel free to contact our office.

PROJECT UNDERSTANDING AND DESCRIPTION

The existing 2nd Street right of way between SW Elm Avenue and SW Gardenia Street is unimproved.

Requested road improvements will include the intersections at Gardenia and at Elm, a 36' asphalt width, curb, 5' planting strip, 5' sidewalk, one driveway apron for the existing residence on 2nd, and curb returns. The adjacent storm drainage utility will be modified to accommodate the streetscape but in general will tie into existing facilities.

Topographic survey has been completed previously. Preliminary CAD files have been provided to us. The City may also provide additional information regarding the survey. A minimal amount of additional topographic survey data collection is included in this proposal for verification and to provide any omitted information. Additional survey fees may be required based on differing site conditions between old data and present data.

The City has located and surveyed wetlands and will provide the data for our use.

Clatsop County Webmaps shows NWI 2016 wetlands at this location and the FEMA FIRM shows the site partially in an area of minimal flood hazard, Zone X and partially in an area of Zone AE, 100-yr floodplain.

Civil Engineering Services are requested including Conceptual Design, Civil Design, Construction Contract Documents and Technical Specifications, construction cost estimate, and bidding assistance through award of the contract. The disturbed area has the potential to be over an acre. A 1200-C permit application and erosion control plan to DEQ standards is included in this proposal as an optional item.

No consultant reports such as traffic, environmental, or geotechnical have been provided at this time.

SCOPE OF WORK

1. Conceptual Design

- a. Prepare 1 sheet conceptual design for City presentation.

2. Civil Engineering Design

- a. Attend meetings with the City to coordinate project design information.
- b. Additional topographic survey data will be collected.
- c. Consultant Coordination
- d. 50% Preliminary Design Set for City review including:
 - a. Cover Sheet (1 sheet) including project information, general notes, vicinity map, project map, and sheet index.
 - b. Existing Conditions and Demolition Plan (1 sheet), including adjacent private property.
 - c. Road, Storm Drainage, Striping, and Signing plans and profiles (4 sheets) at a minimum showing street and sidewalk configuration with dimensions and components of design, including adjacent private property driveways.
 - d. ADA Ramp Grading Details (2 Sheets)
 - e. Construction Details (2 Sheets)
- e. Construction Cost Estimate at 50% design.
- f. Provide Preliminary Plans to franchise utilities to facilitate design coordination.
- g. Final Design Set to City standards including sheets submitted for 50%.

3. Construction Contract Documents and Technical Specifications (CD-TS)

The construction contract documents and technical specifications will follow the latest version of the Oregon Standard Specifications for Construction. The bid package will be advertised in 2

publications and bid documents will only be available through the Quest CDN bidding service and include:

- a. Engineer's Estimate of Probable Construction Costs
- b. Invitation to Bid
- c. Instructions to Bidders
- d. Bid Form
- e. Bid Bond
- f. First-Tier Subcontract Disclosure Form
- g. Agreement
- h. Performance Bond
- i. Payment Bond
- j. Certificate of Compliance
- k. Technical Specifications (TS) for Construction utilizing the Oregon Standard Specifications for Construction 2018.
- l. Project Drawings

4. Bidding Assistance

AME will:

- a. Advertise the bid package in 2 publications and provide bid documents exclusively through the Quest CDN bidding service.
- b. Manage the bidding process, using the Quest CDN bidding service, through award of the contract.

5. 1200-C Erosion Control (Optional)

Land disturbance over one acre will require a State 1200-C, Construction Stormwater Permit. Land disturbance for this project may exceed one acre depending on the final configuration determined by the City after the conceptual design. If required, AME will provide.

- a. 1200-C Application preparation and submittal. Fee to be provided by client.
- b. 1200-C Erosion Control Plans and Details to DEQ standards.

DELIVERABLES

- Conceptual Design – 2 sets of 24x36 and a PDF electronic copy.
- 50% Preliminary Design Set – 2 sets of 24x36 and a PDF electronic copy.
- Construction Cost Estimate – PDF and spreadsheet electronic copy.
- 90% Preliminary Design Set – 2 sets of 24x36 and a PDF electronic copy.
- Final Site Civil Plan Set – 2 sets of 24x36 and a PDF electronic copy.
- Bid package – copies as requested and a PDF electronic copy.

SCOPE AND FEE CONDITIONS AND ASSUMPTIONS

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

- AME's anticipated involvement covers the specific Scope of Work described above, and does not cover items not specifically included, such as the following: Geotechnical reports; traffic studies; environmental studies (wetland delineations/natural resource assessment); arborist reports; fire sprinkler system; and private franchise utility design (to be designed by a local provider).
- Client to provide checks for all permit, application, and review fees.
- Project will be designed and permitted for (1) phase of construction.
- Assumed site is not located with FEMA Special Flood Hazard Areas.

- No significant changes are made to the site layout after we begin the design. Significant changes are assumed to be those requiring redrafting of the engineering plans after they are in process.
- Landscape retaining walls less than four feet in height will be called out as design-build by contractor.
- AME will be entitled to rely on the accuracy and completeness of services and information furnished by Architects or others. AME will provide prompt written notice to Client if AME becomes aware of any errors, omissions or inconsistencies in such services or information.

SERVICES NOT INCLUDED

The following services are not included within the scope of work defined above, some services may be provided for additional fees:

- Redesign to requested changes after 50% Preliminary Design Set is submitted
- Plans for franchise utilities (Power/phone/cable etc.) to be provided by others. AME will provide background drawings to facilitate design coordination
- Structural design including retaining walls to be provided by structural or geotechnical engineer (contracted directly with the Client)
- Land Use Planning
- Traffic Engineering
- Structural Engineering
- Geotechnical Engineering
- Environmental Engineering
- Utility Design/Extensions, public or private, except as outlined above
- Public/Private Coordination/Presentations/Meetings
- Coordination with Oregon Health Authority (Water)
- Coordination with Oregon Department Of Environmental Quality (Sewer)
- Coordination with County Planning
- Coordination with County Engineering
- Coordination with FEMA
- Stormwater Report
- Professional Surveying services except as specified in the Scope of Work
- Water, Sanitary Sewer, and Stormwater design not within the road or sidewalk disturbance footprint
- Street and site lighting elements are to be designed by the others
- Landscaping elements are to be designed by the others
- Digital surface for construction
- Construction inspection, observation, or reports
- Erosion Control Inspections
- As-built drawings
- Construction Quality Assurance testing
- Water or Sewer Construction Certifications

FEES

We propose to complete the above work on a Fixed Fee basis to be invoiced monthly based on work completed. Fees beyond the estimated amount will not be charged without your prior authorization.

Task	Fee
1. Conceptual Design	\$ 1,400
2. Civil Engineering Design	\$ 29,600
3. Construction Contract Documents and Technical Specifications (CD-TS)	\$ 6,800
4. Bidding Assistance	\$ 4,600

Task	Fee
Total Estimated Fees	\$ 41,400
5. 1200-C Erosion Control (Optional)	\$ 3,200
Total Estimated Fees Including Option Item	\$ 45,600

ESTIMATED SCHEDULE

We estimate the Civil Engineering Design and Bid Package can be prepared within 4 months of the date of the notice to proceed. The conceptual design can be ready based on the City's timeframe for presentation. This estimate is based on the following assumptions:

- 1) Notice to Proceed shall be received by our office within 7 calendar days of the date of this proposal. The schedule is based on an assumed start date and the scope identified as of the date this proposal was prepared.
- 2) All pertinent information and documents necessary for the completion of our work is received in a timely manner.
- 3) All reviews and approvals shall take place in a timely manner. AME shall not be liable for delays in the project schedule due to extended or delayed agency or client review that is not within our control. Administrative authority approval may extend timelines.

ADDITIONAL WORK

Work not included in the scope of this proposal, which is directed by the client or required by approval agencies, shall be additional work and shall be charged at our reduced agency hourly rates.

No additional work shall be initiated without the prior written, electronic, or verbal approval of the client.

Thank you for the opportunity to present you with this proposal for professional engineering services. Should you have any questions please contact our office.

Sincerely,

A.M. Engineering, LLC

Adam Dailey, P.E.
President

Enclosures: None

EXHIBIT A

SCOPE OF WORK

OUTSIDE-CITY WATER SERVICE EVALUATION

WARRENTON, OREGON

Background

Murraysmith (Consultant) recently completed a Water Master Plan (WMP) for the City of Warrenton (City), which summarized the water system, analyzed the hydraulic capacity, and included a defined 20-year capital plan. The City provides water service to approximately 3,300 accounts with about 35 percent of those being outside the City limits. Service to customers outside the City has been significant which may impact the need to expand the supply system. The City would now like to more fully evaluate the cost to provide water to those customers including identifying required supply system improvement and expansion projects.

Recognizing that the cost of constructing and maintaining the infrastructure needed to supply water to customers outside City limits often exceeds the cost of serving comparable customers within Warrenton, the City currently imposes a 50 percent rate surcharge on these customers. The City wishes to evaluate this surcharge in the context of the cost of providing service, either validating the existing surcharge or informing recommended changes to it. The task plan below outlines Consultant's proposed approach for meeting the City's needs. A review of the current and projected demands in addition to identifying which if any improvement projects may be required to provide adequate water supply inside and outside the City limits over the 20-year planning horizon of the WMFP will be analyzed.

Project Understanding and Assumptions

Consistent with the background section above, the following tasks are included in this scope of work.

- Task 1 – Project Management and Data collection
- Task 2 – Review of demand compared with available supply
- Task 3 – Review options for increasing surface water supply
- Task 4 – Develop Outside-City Rate Multiplier Calculation
- Task 5 – Present to City Commission

FCS Group has provided financial services to the City related to the water and sewer system, will be involved in this effort as a subconsultant to the Consultant. Coordination with GSI Water Solutions is anticipated relative to available water rights and surface water supply options, however they will be contracted directly with the City.

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management and Data Collection

Objective:

To provide overall leadership and team strategic guidance aligned with City staff objectives. To coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities:

1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

1.2 Coordination with the Owner

Consultant will maintain communication with the City through meetings via voice and email.

1.3 Management and Coordination of Staff

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate.

1.4 Coordination of Subconsultants

Consultant will coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

1.5 Data Collection

Consultant will generate a data request at the beginning of the project.

Task Deliverables

1. Consultant shall deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Budget Analysis.
 - Issues requiring project team action.

Assumptions

1. Consultant assumes a Notice to Proceed date by February 10, 2020.
2. Consultant assumes up to four (4) one-hour meetings with the Consultant's Project Manager, Project Engineer and the City's Project Manager.
3. Project duration is assumed to be 4 months; therefore, it is assumed that there will be up to 6 progress payments/status reports.
4. Data requests will be focused efforts with the intent to minimize ongoing impacts on staff.
5. A kick-off meeting will be held via conference call with City staff.

Task 2 - Review of Demand Compared with Available Supply

Objective:

Review assumptions made during the WMP to ensure accuracy of information being used.

Activities:

2.1 Review information with City

A meeting will be set up to review the information included in the WMP and determine if any changes in assumptions or additional information is required related to existing and future demands. Demands will be compared to current supply under existing, 10-year and 20-year time horizons. Special interest will be placed on any changes to assumptions relative to wholesale customers or any customers outside the City Limits. Any changes to the available supply from the watershed will also be reviewed. If warranted a revised demand versus supply table will be developed.

Task Deliverables

- Summary of existing, 10-year and 20-year demand compared with supply will be produced if changed from what is included in the WMP.

Assumptions

1. Changes to the demand projections will be focused on customers outside the City limits and based on information provided by the City in electronic database or summary form.
2. Changes to supply availability will be provided by GSI or City staff. No time to investigate the surface water system has been included.
3. A conference call is included to review this information with the City.

Task 3 – Review Options for Increasing the Surface Water Supply

Objective:

Review assumptions made during the WMP and any subsequent work relative to increasing or improving the resiliency of the surface water supply.

Activities:

3.1 Review information with City

A meeting will be set up to review the information included in the WMP and determine if any changes in assumptions or additional information is required related to increasing the surface water supply. Evaluations will include both current water right status in addition to any physical changes that could be implemented. Projects may also address the resiliency of the system and ability to be “more dependable” under peak summertime demands. The evaluation will rely on information included from the WMP development in addition to any work the City or GSI has conducted since that time.

Task Deliverables

- An email summarizing any options relative to increasing surface water supply.

Assumptions

1. Changes to supply expansion options will be provided by GSI or City staff. No time to investigate the surface water system has been included.

Task 4 – Develop Outside-City Rate Multiplier Calculation

Objective:

Develop a recommendation for the City to consider changing the water rate they charge for customers outside the City limits.

Activities:

4.1 Develop Rate Based Multiplier Calculation

This subtask involves calculating a cost-based rate multiplier applicable to customers outside the City limits. Consistent with industry standards, the recommended methodology includes computing the differential between two definitions of the revenue requirement:

- **Cash-Based Revenue Requirement:** The basis for rates inside City limits, this definition includes operating expenses, debt service, capital funding embedded in rates, and any other needs associated with the City's financial policies.
- **Utility-Based Revenue Requirement:** This definition is commonly used in ratemaking for wholesale customers, contract customers, and other customers with unique service characteristics or exposure to risk. It includes three primary components: operating expenses, depreciation, and a return on investment. Compared to the cash-based definition used to set rates for customers inside City limits, this approach is less sensitive to capital funding decisions made by the City.

Consultant will work with FCS Group to collect and assess the items described above. FCS Group will use information provided by the Consultant and City to develop a technical memorandum documenting the assumptions, methodology and findings. The technical memorandum will be reviewed by the Consultant and delivered to the City.

Task Deliverables

- A technical memorandum will be delivered to the City.

Assumptions

1. City will provide any information pertinent to differences in the cost of service for customers inside and outside of the City limits to the Consultant.
2. FCS Group working as a subconsultant to the Consultant will prepare a draft cost of service technical memorandum.
3. Consultant will review the cost of service technical memorandum prior to delivery to the City.

4. All deliverables will be electronic.
5. FCS Group and Consultant will conduct a conference call to review the findings.

Task 5 – Present to City Commission

Objective:

Make a presentation summarizing the findings to the City Commission.

Activities:

5.1 Review information with City

Based on the work conducted in Tasks 1, 2, 3, and 4, a presentation will be developed for the City Commission.

Task Deliverables

- A Powerpoint will be developed for presentation to the City Commission.

Assumptions

1. The presentation will be initially developed by the Consultant with support from FCS Group.
2. The City will provide comment on the presentation and be revised by the Consultant.
3. Consultant and FCS Group will conduct a conference call with City staff to review presentation.
4. A two hour onsite presentation for one Consultant and one FCS Group staff has been budgeted.

Budget

Project will be delivered at a time and materials not to exceed budget of \$41,488. Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are included as a separate attachment. Subconsultants will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Project Schedule

It is anticipated that the project will be authorized in early February 2020. A presentation to the City Commission will be made no later than three (3) months after notice to proceed assuming City staff provide background information and direction to the Consultant in a timely manner.

Water System Evaluation
Warrenton, Oregon
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)							
	Principal Engineer VI	Professional Engineer VI	Admin. II	Hours	Labor	FCSG	Expenses	Total
	Stangel	Harris, L.	Thurston					
Task 1 - PM and Data Collection								
Task 1.1 - Invoices/Status Reports		4	4	8	\$ 1,132	\$ -	\$ -	\$ 1,132
Task 1.2 - Coordination with City	2	4		6	\$ 1,268	\$ -	\$ -	\$ 1,268
Task 1.3 - Staff management	2			2	\$ 540	\$ -	\$ -	\$ 540
Task 1.4 - Sub Coordination	3	3		6	\$ 1,356	\$ -	\$ -	\$ 1,356
Task 1.5 - Data Collection		4		4	\$ 728	\$ -	\$ -	\$ 728
Task 1.6 - Kick-off Meeting	1	2		3	\$ 634	\$ -	\$ -	\$ 634
Task 1 Subtotal	8	17	4	29	\$ 5,658	\$ -	\$ -	\$ 5,658
Task 2 - Review Demand with Supply								
Task 2.1 - Review existing information	2	16		18	\$ 3,452	\$ -	\$ -	\$ 3,452
Task 2.2 - Conference call with City to discuss	2	2		4	\$ 904	\$ -	\$ -	\$ 904
Task 2.3 - Summarize as required	1	4		5	\$ 998	\$ -	\$ -	\$ 998
Task 2 Subtotal	5	22	0	27	\$ 5,354	\$ -	\$ -	\$ 5,354
Task 3 - Review Options for Increasing Surface Water Supply								
Task 3.1 - Review existing information	8	16		24	\$ 5,072	\$ -	\$ -	\$ 5,072
Task 3.2 - Meet with City and GSI to discuss options	2	2		4	\$ 904	\$ -	\$ -	\$ 904
Task 3.3 - Summarize in email	1	4		5	\$ 998	\$ -	\$ -	\$ 998
Task 3 Subtotal	11	22	0	33	\$ 6,974	\$ -	\$ -	\$ 6,974
Task 4 - Develop high level cost of service evaluation								
Task 4.1 - Work with FCSG to develop cost of service TM	8	16		24	\$ 5,072	\$ 5,500	\$ -	\$ 10,572
Task 4.2 - Meet with City to discuss evaluation findings	2	2		4	\$ 904	\$ 1,100	\$ -	\$ 2,004
Task 4.3 - Revise TM	1	1		2	\$ 452	\$ 550	\$ -	\$ 1,002
Task 4 Subtotal	11	19	0	30	\$ 6,428	\$ 7,150	\$ -	\$ 13,578
Task 5 - Present to City Commission								
Task 5.1 - Develop Presentation	4	16	2	22	\$ 4,194	\$ 2,750	\$ -	\$ 6,944
Task 5.2 - Present to City Commission	4			4	\$ 1,080	\$ 1,100	\$ 800	\$ 2,980
Task 5 Subtotal	8	16	2	26	\$ 5,274	\$ 3,850	\$ 800	\$ 9,924
TOTAL - ALL TASKS	43	96	6	145	\$ 29,688	\$ 11,000	\$ 800	\$ 41,488



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig, Public Works Director
DATE: For the agenda of February 11, 2020
SUBJ: Approval of Specs and Purchase for Front Load Garbage Truck

SUMMARY

Public Works budgeted \$430,000 to replace the 2006 Peterbilt front load garbage truck, which is the oldest in the fleet. We solicited a Quotation for an Autocar Chassis with a Heil Sierra Odyssey Half/Pack Residential body (28+12 yard hopper) and Curotto Can in the same configuration as the existing equipment purchased in 2016. The city is a member of the Sourcewell cooperative purchasing agreement ID # 136626 which allows us to directly purchase this truck at a considerable discount. The truck chassis and body come as a package for \$339,186 and the Curotto Can is an additional \$28,930 for a combined total of \$368,116.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

“I move to approve an award of a contract to True North Equipment for \$368,116 to purchase a new front loader refuse truck and Curotto Can”

ALTERNATIVE

None recommended

FISCAL IMPACT

PW budgeted \$430,000 in this year's fiscal budget for this purchase in Sanitation Fund Capital Reserve Fund line 034-430-610008. The city has been setting money aside in a capital reserve fund for this purchase as part of an equipment replacement plan.

This contract does not include any vehicle tax fees. Any additional vehicle tax fees will be paid for directly by the City when we receive the truck.

Approved by City Manager:

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

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

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

CONTRACT:

This Contract, made and entered into this _____ day of _____ 2019, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and True North Environmental Equipment 3150 SE Century Blvd, #100 Hillsboro Or 97123, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES: (Title: Heil Sierra Odyssey Half/ Pack – Residential front load garbage truck with Curotto Can)
 - A. CONTRACTOR shall provide goods and a service for the CITY, as outlined in its attached quotations numbered Warrenton HPSierraOdResi012020rev1 and Warrenton(1)CC012020. And are attached hereto as Exhibit A
 - B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.
2. COMPENSATION
 - A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$368,116 for providing goods and performance of those services provided herein;
 - B. The CONTRACTOR will submit a final invoice referencing 034-430-61008 for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.
 - C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.
3. CONTRACTOR IDENTIFICATION

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

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

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

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

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

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

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

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, Deputy City Recorder Date

CONTRACTOR:

BY: _____
Date

City of Warrenton, OR (Sourcewell)

Heil Sierra Odyssey Half/Pack - Residential

Date	1/30/2020
Number of Units	1
Quote Number	WarrentonHPSierraOdResi013020rev1

Quoted To	Oscar Carriere
Name	City of Warrenton
Ship to Address	45 SW 2nd St Warrenton, OR 97146 cocarriere@ci.warrenton.or.us
	Sourcewell Quotation

Billing Address	Same as Above

PO Number	
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Chassis Make	Autocar
Chassis Model	ACX
Chassis VIN(s)	5VCACDEFXLC232319
Chassis Price	\$167,772
TOTAL Body Price	\$171,414
F.O.B. Warrenton, OR	

Total Complete Price	\$339,186
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*All quotations are subject to ESG's standard terms and conditions of sale. Terms are Net 30 Days.



Quote Provided By:
True North Equipment
3150 SE Century Blvd, #100
Hillsboro, Or 97123

Heil Sourcewell Contract # 091219-THC

Heil Equipment Standard Equipment Features included in Base Price

Hinged left side aluminum body access door with step and grab	Backup alarm
Cab shield with steel extension	LED mid body turn signals
3" underbody gate valve on street side for liquid removal	Strobe light, amber mounted on lower tailgate
Front head closure screen	Front and rear mud flaps- anti-sail/anti-splash
Body service props for service lift	Rear underide guard
Tailgate service props	Hopper flood light
Fully automatic Shur-Lock tailgate locks	Severe duty wear bar kit
Patented clamp-on arms	Remote tailgate hinge lube kit
8,000 lb. capacity arms - Wastec WRP 06-1996 rated	Arm/Fork overweight warning kit
Four arm shaft bearing supports	20 lbs. fire extinguisher
Bolt on rubber arm stops	FMVSS#108 Clearance lights and reflectors
Heavy duty forks - 1" thick x 63" grip length	ICC reflective tape
PTO Mounted load sense piston pump	Rear camera bracket and flood lights- reverse activated
Chrome-plated cylinder rods and telescopic sleeves	Body undercoating
Crossed packing cylinders	Customers choice of one color finish paint from ColorSmart brochure
Chassis frame-mounted aluminum oil tank with level/temperature gauge	Standard 1 Year warranty
3 micron return line filter with magetic trap and in cab filter bypass monitor	ANSI Z 245.1-2012 Compliant
Abrasion Resistant Hydraulic Hoses	Safety triangle
100-micron suction line strainer	Cavity Coat and Joint Sealer - Spray-in wax that minizes rust from internal surface
Cortex Controller with InSight diagnostic display	Arm guides mounted to front bumper
Throttle advance kit	Forward facing lights on cab
Left and right hand multifunction joystick	upper arm reinforcement
Complete array of in-cab function indicator lights	In cab tailgate lock indicator (T/G Prox)
Streewise Hydraulics	TG Lock Prox with light and buzzer
High pressure filter kit	Arm rest for operator controls
5lb in cab fire extinguisher	

Base Units Half/Pack Odyssey Residential

x	Heil HP Sierra 28 cubic yard + 12 yard Hopper	\$158,280	\$158,280
	40 cubic yard - 28 yd Body + 12 yd Hopper (Serviceable Eject)		
x	Service Hoist	INCLUDED	INCLUDED

CHASSIS MUST COMFORM WITH HEIL'S MOST CURRENT CHASSIS SPECIFICATIONS			
Mounting Options			
x	Full Factory Mount		INCLUDED
Power Take Off / Pump Options			
x	Load-Sensing Piston Pump with Shut-off Capabilities, Remote Mounting		INCLUDED INCLUDED
x	Chelsea 897 Constant Mesh PTO		INCLUDED INCLUDED
Certain transmission / chassis configurations may not have proper clearance to allow direct mount or live power systems driven off of the transmission			
Residential Front Loader Options			
x	Hopper Seal Brush Kit - For Curotto Only		INCLUDED INCLUDED
x	Remote Curbside Two-Button Controls.	\$1,314	\$1,314
x	Installation of Autocover controls - Autocover must be purchased with the Curotto Can		INCLUDED INCLUDED
x	In Cab controls for intergrated forward work lamps (if selected on Curotto)		INCLUDED INCLUDED
Lighting and Electrical Accessories			
x	Body Side Backing Assist Lights - reverse activated		INCLUDED INCLUDED
x	Multi Function SMART Light System		INCLUDED INCLUDED
	Rear Mid Body Light Bar (Republic Style)		
	Cab Mounted LED Strobe Lights		
Body Options			
x	Dual Fire Extinguisher Kit		INCLUDED INCLUDED
x	Tailgate Mounted Roof Access Ladder		INCLUDED INCLUDED
x	Steel Top Door		INCLUDED INCLUDED
x	Steel Cab Protector		INCLUDED INCLUDED
	Infinity Series Packer/Eject Cylinders - Includes Five (5) Year Cylinder Warranty		
	Fender Extension Kit		
	Tool Box Bumper Mounted - Aluminum		
Auxiliary Axles & Wheelbase Alterations			
x	Hendrickson 13,500 Steerable Tag Axle		INCLUDED
x	275/R70 22.5 Tires w/ Aluminum Rims		INCLUDED
x	Shorten Wheelbase to 187"		INCLUDED
Camera Systems			
x	3rd Eye 4 Camera System with Roof Mounted 9" Monitor		INCLUDED INCLUDED
x	Hopper, LH Cab & RH Cab Cameras		INCLUDED INCLUDED
Camera Locations - Mounted on Tailgate Facing Rear, Left Hand Mirror, RH Mirror & Hopper			
Warranty			
x	One (1) Year (Maximum 2500 hrs of Operation) Complete Body Warranty		INCLUDED
Paint Options			
x	Body Painted Blue to Match Cab		INCLUDED INCLUDED
x	Paint Cab One Color	\$4,120	\$4,120
TOTALS			
	Total Base Body Price - Standard Spec		\$158,280
	Options Total		\$5,434
	Total Base Plus Options		\$163,714
	Steel Surcharge - To be Applied at the rate at Time of Invoicing		
	Federal Excise Tax		
	Estimated Freight		\$7,700
	Total Price per Unit		\$171,414

City of Warrenton, Or - Sourcewell

Date	1/20/2020
Number of Units	1
Quote Number	Warrenton(1)CC012020
Quoted To	Oscar Carriere
Name	City of Warrenton
Ship to Address	45 SW 2nd St Warrenton, OR 97146 cocarriere@ci.warrenton.or.us
	Sourcewell Quotation
Billing Address	Same as Above
PO Number	
Chassis Make	
Chassis Model	
Chassis VIN(s)	
TOTAL Body Price	\$28,930
Including Freight	
Total Complete Price	\$28,930



Quote Provided By:
Craig Thomas

*All quotations are subject to ESG's standard terms and conditions of sale. Terms are Net 30 Days. For a copy, please email Donald Tidmore.

Curotto Can Equipment Standard Equipment Features included in Base Price

4.2 cubic yard Container	Sprung Steel Grippers
Hydraulic Valve and plumbing to Arm	4" Wide Belt Assembly

Base Units Curotto Can

	856-5100 - Standard Base Curotto Can (Options Listed Below Sold Separately)	
x	856-5098 - Standard Base Curotto Can with Work Lights (Options Listed Below Sold Sep	\$26,930

CHASSIS MUST CONFORM WITH HEIL'S MOST CURRENT CHASSIS SPECIFICATIONS

Can Side Options Options

x	SE-RAC-CS-KT-INSTL - Rotary Auto Cover - Installed on Curotto Can (need to complete kit by ordering through body OEM	INCLUDED
x	SE-BK-CS-XX (H,M,EZ,W) - Brush Kit/Hopper Seal - Installed Front, Curb & Streetside	INCLUDED
	856-#5106-6 - 6" Wide Belt Assembly	
	856-5106-8 8" - Wide Belt Assembly (Required for 300 Gallon Carts)	
	EXT 9" Set - 9-inch Specer Required for Heil Installation)	INCLUDED
x	Conspicuity Tape Installed, Front Curb & Streetside	INCLUDED

Warranty

x	One (1) Year (Maximum 2500 hrs of Operation) Complete Body Warranty	INCLUDED
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Paint Options

x	Painted Blue B8894EX	INCLUDED
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TOTALS

	Total Base Curotto Can Price - Standard Spec	\$26,930
	Options Total	\$0
	Total Base Plus Options	\$26,930
	Steel Surcharge - 2%	
	FET (Calculated based on Body and Options, Does not include Mount or Warranty)	N/A
	Estimated Freight	\$2,000
	Total Price per Unit	\$28,930

ACX64 Class 8

Grande Truck Center
4562 IH 10 East
San Antonio, TX 78220

Prepared By : Rocky Shoffstall
210-666-7112
rshoffstall@grandetruck.com

Prepared For : LARRY ANGEL
HEIL ENVIRONMENTAL

Friday, August 23, 2019 11:52:36 AM EST

Prepared By Rocky Shoffstall
Quote Id : QAXFIROYL
Phone : 210-666-7112
Order : 20016696
Lead Unit Sales Order : 20016696
Model : 2019 - ACX64 Class 8

Prepared For Larry Angel
Heil Environmental

VIN : 20016696 - 5VCACDEF6KC229173

Table of Contents

Customer Checklist	page 3
Chassis Specification	page 4
GAWR, GVWR & Tire Pressure	page 12

08/23/2019

Customer Checklist

To ensure timely processing of your vehicle purchase, please complete the following checklist by _____.

____ 1. CREDIT APPLICATION

____ 2. TAX STATEMENTS, LAST THREE YEARS

____ 3. DOWN PAYMENT

____ 4. INSURANCE INFORMATION

AGENCY _____

POLICY NUMBER _____

AGENT (WITH PHONE #) _____

____ 5. TRADE-IN INFORMATION

TITLE _____

REMOVE PERSONAL ITEMS, TOOLS, ETC _____

____ 6. _____

Thank you.

08/23/2019

Chassis Specification

		Description	Front Weight	Rear Weight
AUTOCAR TRUCKS				
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0 0
S	0040002	MODELS	ACX64	10,431 6,154
O	5000003	CAB SHELL	DUAL DRIVE LH AND RH SIT	34 -9
O	100U003	CUSTOMER TYPE	UNKNOWN (STOCK/DEMO)	0 0
VEHICLE ADAPTATION				
S	114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION	0 0
SOLUTION				
O	C04001	BODY COMPANY	HEIL	0 0
O	C02002	BODY TYPE	RESIDENTIAL FRONT END LOADER	0 0
O	C070001	FUEL SYSTEM TYPE	DIESEL	0 0
X	C001049	TRUCK TYPE (WRENCH CODE)	FEL, HEIL, COMMERCIAL/RESIDENTIAL, WB 207, NO AUX AXLE, DIESEL, WITH SERVICE LIFT	0 0
O	C061013	BODY STYLE	HEIL ODYSSEY HP	0 0
O	C05040	TOTAL BODY CAPACITY - BODY/HOPPER	40 YARD	0 0
O	C090003	AXLE QUANTITY	3 AXLE	0 0
O	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0 0
O	C01003	APPLICATION	REFUSE - LANDFILL	0 0
O	C11002	BODY COMPANY SERVICE OPTION	SERVICE LIFT	0 0
O	C03001	TERRITORY	EAST COAST	0 0
O	D010200	FRONT GAWR	20000 LBS	0 0
O	D020460	REAR GAWR	46000 LBS	0 0
O	D100660	GVWR	66000 LBS	0 0
ENGINE				
S	1580001	ENGINE VOCATION	COMMERCIAL - DOMESTIC (DOT)	0 0
O	1012014	ENGINE ASSY	X12 '18 350 HP / 2000RPM / 1350 LB-FT, CUMMINS	0 0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0 0

S	972A001	SPECIAL EMISSION CERTIFICATION LABELS	50 STATE - CALIFORNIA CLEAN IDLE CERTIFIED (DIESEL)	0	0
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ENGINE EQUIP

S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
O	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
S	132034	ENGINE PROTECT SYSTEM/WARNINGS	AUDIBLE/VISUAL ALARM/LOP, HT, LWL	0	0
O	4380013	FILTER-FUEL, CHASSIS MOUNTED	DAVCO 382 FILTER W/ 12V HEAT & H2O PROBE	5	1
O	170025	FILTER-FUEL, ENGINE MOUNTED	CUMMINS SPIN-ON FILTER	-5	0
S	1750001	ENGINE OIL	STANDARD ENGINE OIL	0	0
S	2000004	RADIATOR	1300 SQ. IN., 2-ROW HIGH CAPACITY ALUMINUM	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2090001	RADIATOR COOLANT	EXTENDED LIFE COOLANT	0	0
O	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
S	2200001	AIR CLEANER	15" ONE STAGE EPG CLEANER DONALDSON	0	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	2302000	MUFFLER SYSTEM	RH VERT HORIZ DPF/SCR	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
S	2320003	EXHAUST STACKS	VERTICAL DIFFUSER, SINGLE STAINLESS STEEL	0	0
O	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
O	7002000	AIR COMPRESSOR	CUMMINS WABCO 25.9 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
S	8020004	ALTERNATOR	DELCO REMY 36SI 12V 160 AMP	13	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0
S	P020001	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN ENABLED (5 MINUTES)	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0

S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0
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TRANSMISSION

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690017	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL, VP145	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6- SPEED	384	59
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0	0
S	292004	TRANSMISSION LUBRICANT	TRANSYND SYNTHETIC AUTO TRANS FLUID	0	0
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND	5	10
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

FRONT AXLE

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	371025	FRONT SUSPENSION	10100 LB FLATLEAF, 22,000 GROUND CAPACITY	-42	3
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS- FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0
S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE	29	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
S	755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS - FRONT BRAKES	0	0
S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0

O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331538	REAR DRIVE AXLE RATIO	5.38	0	0
O	3500004	REAR SUSPENSION	HENDRICKSON HMX-460 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
S	339002	REAR AXLE LUBRICANT	SYNTHETIC	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42
S	764013	BRAKE SLACK ADJUSTERS -REAR AXLE	MERITOR AUTOMATIC,TANDEM AXLE	0	0
S	765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES	0	0
S	781012	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE MGM STOPGARD (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0

BRAKES

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
S	741047	BRAKE CONTROL SYSTEM	BENDIX ABS 4S/4M	0	0

CHASSIS

O	400207	WHEELBASE	207 INCHES	-3	-4
O	402086	FRAME-REAR OVERHANG	86"	28	-93
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
O	404002	FRAME REINFORCEMENT INNER	.25" LINER, STANDARD LENGTH	107	414
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM	0	0
S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	4120002	FRAME BOLTS	HUCKSPIN RR SUSP & CROSSMEMBERS	0	0

Prepared By Rocky Shoffstall
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 Heil Environmental

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S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
O	4680010	GUARD-OIL PAN	ENGINE OIL PAN GUARD - ALUMINUM	49	-6
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
O	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
O	430998	FUEL TANK-LEFT	DELETE LHS FUEL TANK	-29	-59
O	431020	FUEL TANK-RIGHT	75 GAL 26" DIA UNPAINTED ALUMINUM	29	59
O	431R001	FUELTANK FILL RHS	REAR FILL FUEL TANK, RHS	0	0
O	441001	FUEL TANK STRAP/ SUPPORT RIGHT	PAINTED STEEL, RH	0	0
O	4480004	RH FUEL TANK SPACERS	RH FUEL TANK SPACED 2", DROPPED 4"	7	5
O	4290003	DRILLING FUEL TK SUPT- RIGHT	FUEL TANK RHS LOCATION - SPEC DRIVEN	0	0
O	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0
S	8120005	BATTERY BOX	STEEL BOX, 3 BATTERY, LHS	0	0
O	8160006	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 8"	7	2
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN	0	0
S	715002	WET TANK DRAIN	BENDIX D/V-2 AUTOMATIC	0	0
S	715T001	AIR RESERVOIR DRAIN SYSTEM	PETCOCK, ALL TANKS	0	0
S	7130001	AIR DRYER	WABCO 1800P	0	0
O	7100008	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0	0
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0
S	728001	AIR LINES-MAIN, CHASSIS	SAE J844 NYLON TUBING	0	0

CAB EXTERIOR

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	462004	MUD FLAPS-FRONT WHEEL	FRONT FLAPS	0	0
S	502001	CAB DOORS	STEEL	0	0
S	502T98	DOOR CHECK STRAPS	WITHOUT DOOR CHECK STRAP	0	0
O	5140001	CAB GUARD FRONT	XPEDITOR CAB GUARD	27	-8
O	622C201	MIRROR PANE QUANTITY	SINGLE PANE MIRROR	0	0

O	6220017	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0	0
S	6190002	MIRROR ARMS	RETRACTABLE ARMS, STAINLESS STEEL	0	0
O	6180002	DOWN VIEW MIRRORS	SINGLE DOWN VIEW MIRROR, LH SIDE	0	0
S	6240001	GRAB HANDLES-ENTRY	BRUSHED SS GRAB HANDLES	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
S	661001	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT	0	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0
S	6910001	FENDER EXTENSIONS-FRONT	IMPACT RESISTANT POLY FENDER	0	0

CAB INTERIOR

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
O	381001	STEERING COLUMN	FIXED POSITION	-1	0
X	5200009	SEAT-DRIVER	SEARS C2 SEAT, AIR RIDE	-8	0
X	5210009	SEAT-PASSENGER	SEARS C2 SEAT, AIR RIDE	23	0
O	5220002	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
S	538001	CARPET & MAT	MAT WITH FOAM BACK	0	0
S	5390001	CAB INTERIOR	AUTOTUFF INTERIOR UPHOLSTERY	0	0
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0
S	5930001	ASH TRAY	ASHTRAY MTD IN CONSOLE	0	0

CAB CLIMATE CONTROL

S	060001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER	0	0
O	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

GAUGES & INSTRUMENTATION

S	0570002	INSTRUMENTS SALES PKG	STANDARD GAUGES (VOLTAGE AND OIL PRESSURE INCLUDED IN VEHICLE DISPLAY)	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0

S	1372000	GAUGE-HOURMETER	HOURMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	1	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
LIGHTING					
S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
O	8410003	LAMPS-TURN SIGNAL - FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE	1	0
S	8440003	SWITCH-TURN SIGNAL & FLASHER	SELF-CANCELING TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0
RADIO/MISC					
S	509001	KEY & LOCK SETS-IGN/DOORS	DOOR & IGNITION SAME - UNIQUE PER TRUCK	0	0
O	5900002	RADIO	AM/FM / CD STEREO, ROOF MTD	13	-4
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
S	8730001	WIRING-CAB	RADIO SHUT-OFF IN REVERSE	0	0
FRONT TIRES / WHEELS					
S	9312004	TIRE MANUFACTURER & TREAD - FRONT	GOODYEAR ENDURANCE WHA	0	0
S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0
S	9050015	WHEELS-DISC FRONT	22.5X9.0" STEEL, 5.25" INSET, HAYES	0	0
REAR TIRES / WHEELS					
O	9342005	TIRE MANUFACTURER & TREAD - REAR	GOODYEAR ENDURANCE WHA W/ DURASEAL	0	0
O	933469	TIRE SIZE & LOAD RANGE - REAR	315/80R22.5L	0	0
O	9140016	WHEELS-DISC REAR	22.5X9.0" STEEL, 6.42" INSET, HAYES	0	240
PAINT					
S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S	9801002	CAB COLOR-FIRST	APPROVED --- DPSS-N0007EX --- STANDARD WHITE N0007	0	0

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S	9861U1	CHASSIS COLOR	BLACK P3036	0	0
S	987949	BUMPER COLOR	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0
ADDITIONAL OPTIONS					
S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
S	899A200	TRANSMISSION WARRANTY	ALLISON 3YR. WARRANTY	0	0
S	899B001	ENGINE WARRANTY	CUMMINS STANDARD WARRANTY	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0
OTHERS					
O	9722018	CERTIFICATION- EMISSIONS	COMPLIES WITH 2018 U.S. EMISSIONS	0	0
SUB TOTALS					
			BASE WEIGHT	10,431	6,154
			FACTORY OPTION WEIGHT	689	1,055
			DISTRIBUTOR OPTION WEIGHT	0	0
TOTALS					
			TOTAL WEIGHT (LB)	11,120	7,209
					18,329

08/23/2019

GAWR, GVWR & Tire Pressure

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	20,000#	Rear Wheels	72,000#
Front Tire Size And Tread	20,500#	Rear Tire Size And Tread	72,700#
Front Brakes	20,000#	Rear Brakes	46,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	130.0	Rear PSI	85.0



HALF/PACK®

RESIDENTIAL FRONT LOADER WITH
ODYSSEY™ HYDRAULIC CONTROLS



**LOAD-SENSE
PISTON PUMP**

STREETWISE
HYDRAULICS™

**INCREASED
EFFICIENCY**

MULTIFUNCTION,
ERGONOMIC JOYSTICK

**IN-CYLINDER
POSITION SENSORS**

**OPTIONAL CNrG™
TAILGATE**

FEATURES AND BENEFITS

Increased efficiency and reliability

MULTIFUNCTION JOYSTICK 1



A single, multifunction joystick controls arm-lifting functions and carry-can functions.

BENEFIT

Maximizes ergonomics by requiring minimal effort to operate.

WHY IT MATTERS TO YOU

- Increased productivity
- Easier to train new operators

STREETWISE HYDRAULICS™ 3



Our exclusive "clean front head" relocates the hydraulic body valve from the front head to under the side of the body.

BENEFIT

This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies.

WHY IT MATTERS TO YOU

- Improved safety
- Improved reliability
- Reduced downtime

INSIGHT™ DISPLAY 2



In-cab display provides real-time feedback, as well as, optimal operator control.

BENEFIT

Operator can look to one place for all of the information he needs on the body. Also, the Insight display offers maintenance personnel advanced troubleshooting features.

WHY IT MATTERS TO YOU

- More efficient operator
- Reduced downtime and maintenance

IN-CYLINDER SENSORS 4



Seamlessly gauge component locations for effortless control.

BENEFIT

Eliminates proximity switches and provides cab and body protection.

WHY IT MATTERS TO YOU

- Less downtime
- Saves maintenance/adjustments
- Prevents cab and body damage





REDESIGNED FORK CRADLE 5



Minimizes cab shake and allows height adjustment of the Curotto-Can.

BENEFIT

Picks cans at multiple height levels and reduces operator fatigue.

WHY IT MATTERS TO YOU

- No wheel damage on carts
- Increases productivity
- Improves operator ergonomics

AUTO-LIFT FEATURE 7



Automated dumping cycle reduces spillage and operator error.

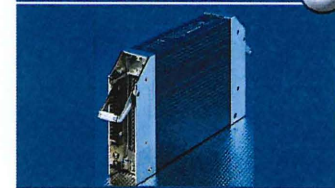
BENEFIT

Provides smooth, automated emptying of Curotto-Can into hopper.

WHY IT MATTERS TO YOU

- Improves productivity
- Reduces training time for new operators
- Reduces downtime

CORTEX™ CONTROLLER 6



The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control our unit demands.

BENEFIT

Utilizing a mobile controller and placing in a protected location gives us the intelligence we need and the durability our customers demand.

WHY IT MATTERS TO YOU

- Less downtime
- Ease of service

LOAD-SENSE PISTON PUMP 8



Controls hydraulic flow, intelligently delivering proper oil amounts as required.

BENEFIT

Increased efficiency.

WHY IT MATTERS TO YOU

- Reduced fuel consumption
- Lower hydraulic system temperatures
- Contributes to lowest Total Cost of Ownership



HALF/PACK[®] With Odyssey[™] Hydraulic Controls



Purchase your Heil unit through NJPA[®]

National Joint Powers Alliance (NJPA) has awarded Heil[®] Co. a nationally bid contract for "Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services".



Through the Heil Co. Contract (112014-THC), NJPA members can purchase any of Heil's line of mobile refuse collection vehicles, including automated carry cans from Curotto-Can, without having to create a RFP and send the project through a duplicate bid process. By using the existing nationally bid contract, Members can receive the products they need more quickly and cost effectively.

Best of all, membership in NJPA is free! Qualified agencies can join online via NJPA website at www.njpacoop.org.

To find out more about purchasing Heil mobile refuse collection vehicles via the Heil Co. NJPA contract, please contact your Heil local dealer.

Trust Heil Certified OEM and aftermarket parts

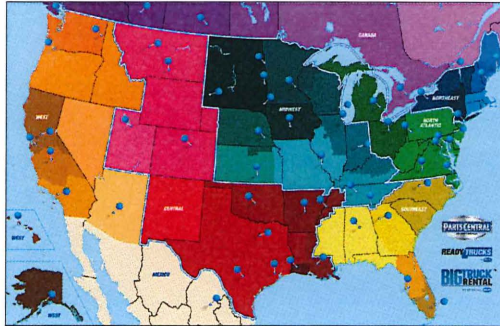


Heil Certified OEM parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the bodies. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last — minimizing costly downtime. For more information on parts, please call 800.528.5308.

2030 Hamilton Place Blvd., Suite 200, Chattanooga, TN 37421
866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478 • www.heil.com



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Rely on experienced local support

When you buy from Heil, you gain the aftermarket support of the industry's strongest network of dealers in North America. We stand behind our products, so you get the support you need for the life of those products. Our dealers are also trained to help you find the best product for your particular route needs.

To find the dealer nearest you, visit our website at www.heil.com and click on "Dealer Locator."

Rent a Heil unit from Big Truck Rental

There are many reasons why renting your refuse trucks may be the perfect solution compared to purchasing vehicles for your fleet. Heil is pleased to partner with Big Truck Rental to offer short- and long-term rental options on our most popular refuse collection models, including front loaders, rear loaders, automated side loaders, and roll-off hoists.

Call your local Heil Dealer for more information or visit www.bigtruckrental.com.



Choose your DuPont[®] finish

Proven paint process

At Heil, we recognize that a quality paint finish requires a quality process and application. We have reviewed and refined our paint procedures to fully utilize the optimal characteristics of the paint and provide the finish and durability expected of Heil products. Heil uses a detailed process which includes:

1. Body surface prep
2. Joint sealer
3. Component powder-coating
4. Undercoating
5. DuPont paint

DuPont is the leader in commercial finishes, and Heil proudly uses DuPont primer and paint on all our refuse collection vehicles. Our priming and painting processes provide optimal adherence, durability, and corrosion resistance.

Count on the Lowest TCO

Refuse and recycling collection vehicles are our passion, and we apply tremendous resources to advance our product and service offerings to improve the profitability of your business and provide the lowest Total Cost of Ownership and the maximum return on your investment. You can be confident that choosing Heil equipment brings a long-term partnership with the industry leader.

CONTACT YOUR LOCAL DEALER

The **Curotto-Can**

The Future of Automated Collection

a **DOVER** company

Automated Carry Can



Unbeatable Versatility. Lowest Total Cost of Collection.

The Curotto-Can Automated Carry Can has the fastest load time of any automated system on the market and delivers a proven 25% to 30% productivity advantage over automated side loaders. By using the robust reliability of a front loader, this carry can delivers game-changing performance that will enable you to service more customers, more quickly, in more applications.

Key Features

- + Fastest load time available — 4 to 5 seconds from wheel stop to wheel go
- + 20% greater fuel efficiency due to less packing and idling
- + Navigate cul-de-sacs up to 25% faster
- + Eliminate cart loss and associated costs
- + Eyes-forward operation reduces risks for repetitive stress injuries and enhances operator and public safety
- + Hopper is 4x larger than ASL (capable of taking large bulk)
- + Having an uniformed front load fleet, requires fewer back up trucks and helps standardize parts.
- + Reduce contamination rates to less than 5%
- + Low 108" cart dump height for safe operation well below wires, trees and other overhead obstructions
- + Load bulk material and eliminate the need for a chase truck
- + Convert any commercial front loader to a residential collection unit in minutes
- + Better Operator Experience as less cab shake and no strained necks from craning to monitor ASL arm functions
- + Less down time. If maintenance is needed, simply swap out the can or remove it for commercial collection. The truck is back making money in no time.

Learn more about the many advantages of The Curotto-Can



Increased Safety



Maintenance Costs



Cost Of Spares



Operating Costs



Increased Productivity



Unlimited Flexibility



Additional Benefits

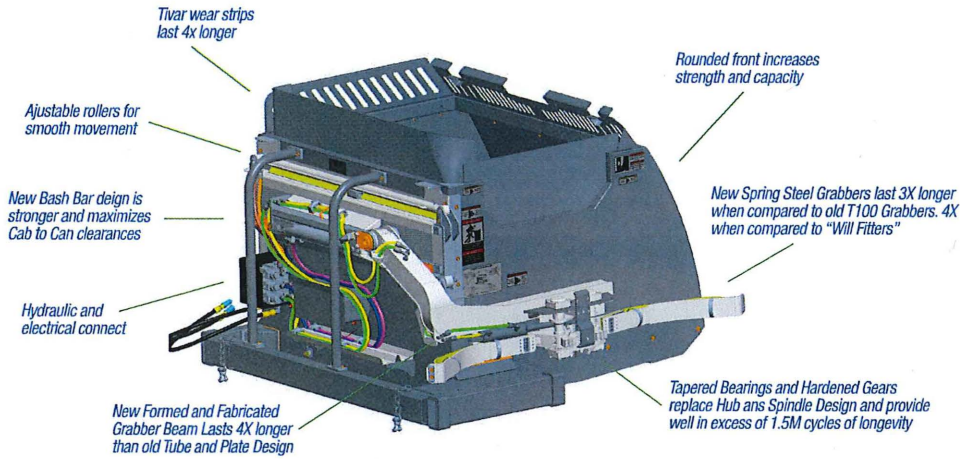


WCIS Costs

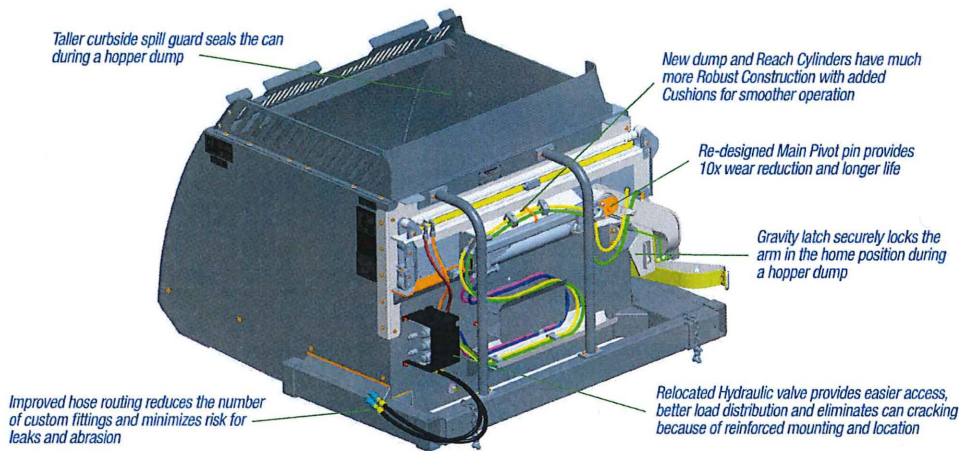
www.thecurottocan.com

Curotto-Can Automated Carry Can

With the versatile Curotto-Can, one truck can replace an automated side loader, recycling unit, or a rear loader equipped with cart tipplers to cost effectively reduce the number of vehicles in your fleet.



Engineered for maximum efficiency and reliability.



To learn how to make your route more productive and significantly reduce your Total Cost of Collection, call the Curotto-Can experts today at: **1-866-696-4345**

Your Authorized Curotto-Can Dealer:

Technical Specifications

Dimensions	
Overall Size	55"H x 64"W x 81.75"L
Inside Height	45.88"
Lifting Pocket	6"H x 3"W x 0.25" thick high-strength steel
Weight	1870 lbs.

Capacity	
Carts	32 to 96 gal.
Lift Capacity	500 lbs.
Volume	4.6 cu. yd.

Cycle Times @ 14 gpm	
Full Slide Extend	2.5 seconds
Full Slide Retract	1.5 seconds
Dump	2.0 seconds
Dump Return	1.2 seconds

Control System	
Externally mounted curbside and/or street-side joystick-type cab; optional curbside-accessible switch bank mounts to cab interior	

Hydraulic System	
Pressure	2000 psi

Cylinders	
Slide	
Bore	1.5"
Stroke	54"
Shaft Diameter	1"
Dump	
Bore	2.5"
Stroke	14"
Shaft Diameter	1.5"
Grab Cylinder	
Bore	1.5"
Stroke	7"
Shaft Diameter	1"
Induction-hardened, ground and polished chrome rods	

The Curotto-Can
The Future of Automated Collection
A **DOVER** COMPANY

To learn more, visit us online: www.thecurottocan.com    

The Curotto-Can, Inc.

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P: 707.939.2802 | F: 413.521.6644 | E: info@thecurottocan.com



**Finance Department
Agenda Memorandum**

To: The Honorable Mayor and Members of the Warrenton City Commission
From: April Clark
Finance Director
Date: February 11, 2020

Re: Write off of Housing Rehab Loan

SUMMARY:

In the 1990's the City of Warrenton made several Housing Rehabilitation Loans to property owners to complete improvements to their homes. This program was originally funded through a Community Development Block Grant and reopened in late 1999 using program revenues. It was implemented in order to preserve older housing stock and so low and moderate income people would not be displaced because of unsafe or unsanitary conditions. These loans were to become due and payable upon sale or transfer of the property. Some of these loans have been paid over the years and some have been written off for various reasons. There are currently five loans still outstanding for a total amount of \$70,426.80.

In 1999, Kenneth Kuenzi, at 575 SW 1st Street, Warrenton, received a loan and signed a Promissory Note in the total amount of \$21,964.80. Mr. Kuenzi passed away in 2016. Mr. Kuenzi's daughter continued to live in the house, but the property never transferred into her name. The USDA/FHA held the mortgage on the home and foreclosed on the property. The home was sold at auction on September 9, 2019.

Legal counsel has advised that, as a junior lienholder, it is unlikely that we will be able to collect this lien. Legal fees incurred to explore the option of collection would likely exceed the value of the lien.

RECOMMENDATION:

Move to write-off the Housing Rehabilitation Loan for 575 SW 1st Street in the name of Kenneth Kuenzi in the amount of \$21,964.80 and remove it from the City's docket of liens.

ALTERNATIVE:

None recommended.

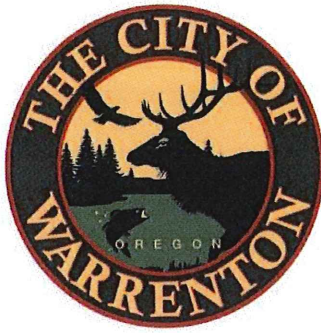
FISCAL IMPACT:

\$21,964.80 will not be recovered from the loan program.

Approved by City Manager:

A handwritten signature in blue ink that reads "Linda Engstrom". The signature is written over a horizontal line.

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



7.H

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Mathew J. Workman, Chief of Police
DATE: ~~January 28, 2020~~ February 11, 2020
SUBJ: Police Officer Training Fee

SUMMARY

During the January 28, 2020 City Commission meeting the Commission voted to increase the Police Officer Training Fee assessed on convictions from the Warrenton Municipal Court to \$20.00 for traffic convictions and \$40.00 for criminal convictions.

RECOMMENDATION/SUGGESTED MOTION

"I move to approved Ordinance No. 1236 amending Section 3.32.010 of the City of Warrenton Municipal Code as stated."

ALTERNATIVE

Leave the fees at the current amounts, change only one of the fees, change both of the fees, or lower the fee(s).

FISCAL IMPACT

There will be an increase in funds collected over the current fee amount.

ATTACHMENTS:

- Ordinance No. 1236 amendment

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "J. E. Egbertson", is written over a horizontal line.

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

ORDINANCE NO. 1236

Introduced by All Commissioners

**AMENDING SECTION 3.32.010 – IMPOSITION OF FEE –
OF THE CITY OF WARRENTON MUNICIPAL CODE;
AMENDING ORDINANCE NO. 1131-A**

The City Commission the City of Warrenton resolves as follows:

Section 1. Section 3.32.010 of the City of Warrenton Municipal Code is hereby amended to read as follows:

Except as provided in Section 3.32.020, whenever the City of Warrenton Municipal Court Judge imposes a fine, orders a default or orders a bail forfeiture as a penalty for violation of a City ordinance provision, including Oregon Statutes adopted by reference, a criminal action as defined in ORS 131.005, a police officer training fee, in addition to such fine, default, or bail forfeiture shall be collected and credited to the City's general fund for the benefit of Police Department training and training-related expenses. The fee schedule shall be as follows:

- A. All convictions for traffic violations shall be assessed \$20.00.
- B. All convictions for criminal offenses shall be assessed \$40.00. (Ord. 1131-A § 1, 2009)

Section 2. This resolution shall become effective thirty days after its adoption by the Warrenton City Commission.

First Reading: 2/11/20
Second Reading: 2/25/20

ADOPTED by the City Commission of the City of Warrenton this 25th day of February, 2020.

APPROVED

Henry A. Balensifer, III, Mayor

ATTEST

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: ~~January 28, 2020~~ February 11, 2020

SUBJ: Administrative Fee on Police Impounds

SUMMARY

During the January 28, 2020 City Commission meeting the Commission voted to increase the Administrative Fee on vehicle impounds. It was decided to do a bifurcated fee of \$200 for vehicles seized for Driving Under the Influence of Intoxicants (809.720) or Driving Uninsured (806.010) and \$120 for all other statutes where a vehicle is impounded.

RECOMMENDATION/SUGGESTED MOTION

"I move to approved Resolution No. 2561 changing the Administrative Fee on vehicle impounds as stated and to repeal Resolution No. 2159."

ALTERNATIVE

Leave the fees at the current amounts, change only one of the fees, change both of the fees, or lower the fee(s).

FISCAL IMPACT

There will be an increase in funds collected over the current fee amount.

ATTACHMENTS:

- Resolution No. 2561

Approved by City Manager

Linda Engstrom

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

RESOLUTION NO. 2561
Introduced by All Commissioners

**ADOPTING ADMINISTRATIVE FEE ON VEHICLES IMPOUNDED UNDER
PROVISIONS OF OREGON REVISED STATUTES 809.720;**
ESTABLISHING February 25, 2020, AS THE EFFECTIVE DATE,
REPEALING RESOLUTION NO. 2159

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

Section 1. Vehicles impounded by the Warrenton Police Department under the provisions of Oregon Revised Statutes (ORS) 809.720 will be subject to an Administrative Fee payable to the City of Warrenton before the vehicle is released.

Section 2. The amount of the Administrative Fee for costs incurred by the City in administering these statutes will be \$200 for Driving Under the Influence of Intoxicants (813.010) or Driving Uninsured (806.010) and \$120 for all other statutes.

Section 3. This resolution shall become effective immediately upon its adoption.

Section 4. Resolution No. 2159 is hereby repealed.

First Reading: 2/11/20

Second Reading: 2/25/20

ADOPTED by the City Commission of the City of Warrenton this 25th day of February, 2020.

APPROVED


Henry A. Balensifer, III, Mayor

ATTEST

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Linda Engbretson, City Manager 
DATE: For the Agenda of February 11, 2020
SUBJ: **City Manager Contract Modification**

SUMMARY

Section VIII of the City Manager Employment Agreement, dated October 25, 2016, requires written consent of both the City and the City Manager to modify the agreement.

I am requesting modification to Section VII, *Termination Conditions and Pay*. Section VII currently states that *Engbretson may return to the position of City Recorder if the Commission terminates Engbretson as City Manager while she is willing and able to perform the duties of City Manager*. I am requesting this be modified to provide for *termination with three months' salary and health insurance*. It also modifies written notice requirement from 60-days to 90-days from Engbretson should she voluntarily resign her position.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the modification to Section VII, Termination Conditions and Pay, to Engbretson's Employment Agreement, dated October 25, 2016.

ALTERNATIVE

As deemed appropriate by the City Commission.

FISCAL IMPACT

None at this time. Three months' salary and health insurance if terminated under conditions described.

**SECTION VII.
TERMINATION CONDITIONS AND PAY**

Either party may terminate this Agreement in the following manner:

A. If Engbretson is terminated by the Commission while Engbretson is willing and able to continue to perform the duties of City Manager; City agrees to compensate Engbretson for a full three months' salary and health insurance. This payment shall be in addition to unused vacation pay and any other customary benefits granted to a terminated employee. This section shall not apply if termination is pursuant to paragraph C below. If termination is pursuant to paragraph C, Engbretson shall not be entitled to receive any termination pay.

B. If Engbretson voluntarily resigns her position with the City; she shall give 90-days written notice. However, the Commission agrees to consider reducing this period should circumstances presented by Engbretson warrant such action. This notice shall exclude use of accrued vacation, and Engbretson shall be present to serve during the period.

C. Engbretson may be terminated without notice and without further obligation of the City to pay Engbretson's salary if: 1.) Engbretson shall have been charged with any criminal conduct; or, 2.) upon the expressed finding by the Commission that there are reasonable grounds to believe that Engbretson has engaged in conduct which would be a crime or offense under any criminal law; or, 3.) Engbretson has created civil liability for the City for conduct not authorized by the Commission.

**SECTION VIII.
MODIFICATION**

This employment agreement may only be modified with the written consent of both parties.

Modification to City Manager Employment Agreement dated October 25, 2016, between the City of Warrenton "City" and Linda Engbretson "Engbretson."

Accepted:

Approved:

Linda Engbretson, City Manager

Henry Balensifer, III, Mayor

J. Engbretson shall obtain prior approval from the Commission, or in case of an emergency from the Mayor, for out of Clatsop County absences during working hours, including vacations.

SECTION VI.

PERFORMANCE EVALUATION

The City Council shall review and evaluate the performance of the City Manager initially after the first six (6) months of employment. The review and evaluation shall be in accordance with specific criteria developed by the Commission. Said criteria may be added to or deleted from as the Commission may from time to time determine. Further, the Mayor shall provide the City Manager with a summary written statement of the findings of the Commission and provide an adequate opportunity for the City Manager to discuss his evaluation with the Commission.

SECTION VII.

TERMINATION CONDITIONS AND PAY

Either party may terminate this Agreement in the following manner:

A. If Engbretson's services as City Manager are terminated by the Commission while Engbretson is willing and able to continue to perform the duties of City Manager, Engbretson shall be entitled to return to her former position of City Recorder, at the salary level for the highest step for that position which is in effect at the time of termination. Upon the return to the former position of City Recorder, Engbretson shall be entitled to the benefit of accrued hours for vacation, sick leave, holiday, and personal leave as of the date of termination. Engbretson shall forfeit the car and cell phone allowance at the time of termination.

B. If Engbretson voluntarily resigns her position as City Manager, she shall give 60-days written notice. However, the Commission agrees to consider reducing this period should circumstances presented by Engbretson warrant such action. This notice shall exclude use of accrued vacation, and Engbretson shall be present to serve during the period.

C. Engbretson may be terminated without notice and without further obligation of the City to pay Engbretson's salary if: 1.) Engbretson shall have been charged with any criminal conduct; or, 2.) upon the expressed finding by the Commission that there are reasonable grounds to believe that Engbretson has engaged in conduct which would be a crime or offense under any criminal law; or, 3.) Engbretson has created civil liability for the City for conduct not authorized by the Commission.

SECTION VIII.

MODIFICATION

A. This employment agreement may only be modified with the written consent of both parties.

SECTION VIII.

ATTORNEY FEES

A. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

IN WITNESS WHEREOF, THE CITY OF WARRENTON, OREGON, has caused this Agreement to be signed and executed and Engbretson has signed and executed this Agreement, both in duplicate, the day and year first above written.


Linda Engbretson, Employee


Mark Kujala, Mayor

**CITY OF WARRENTON
HISTORY AND PRELIMINARY ESTIMATES FOR FYE 2021**

CITY UTILITY FRANCHISE FEES (3% of Revenue)

Actual

	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>	<u>6/30/2013</u>	<u>6/30/2014</u>	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>
WATER FUND	12,283	21,419	37,321	40,408	34,115	36,697	42,855	47,384
SEWER FUND	17,465	26,586	44,048	47,271	51,462	52,070	54,291	59,425
SANITATION	10,617	15,486	23,613	24,104	24,234	24,916	25,726	27,206
TOTAL	40,365	63,491	104,982	111,783	109,811	113,683	122,872	134,015

started collecting
january 12, 2010

Actual

Budget

	<u>6/30/2018</u>	<u>6/30/2019</u>	<u>6 months 6/30/2020</u>	<u>At 3 % 6/30/2021</u>	<u>At 5 % 6/30/2021</u>	<u>At 7 % 6/30/2021</u>
WATER FUND	51,705	58,720	40,609	73,196	121,994	170,791
SEWER FUND	64,125	68,702	36,633	75,341	125,569	175,796
SANITATION	27,428	29,495	14,807	29,778	49,629	69,481
TOTAL	143,258	156,917	92,049	178,315	297,192	416,069

VARIANCE

118,877

237,754

**Additional Revenue
to General Fund**

budgeted revenue estimates

water in city revenues	2,439,878
sewer revenues in city	2,511,376
sanitation revenues	992,587

Assumptions: A water rate increase in FYE 2021 of 4%.

A sewer rate increase in FYE 2021 of 4%.

No change in Sanitation rates in FYE 2021.

Budgeted revenues are preliminary estimates using actual revenues for July - Dec 2019 and adding actual revenues from the prior year and applying the appropriate rate increase.