

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
March 14, 2017 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. COMMISSIONER COMMENTS/COMMUNICATIONS/AGENDA ADDITIONS

5. CONSENT CALENDAR

- A. City Commission/Planning Commission Joint Work Session Minutes – 1.12.17
- B. Warrenton Business Association Minutes – Sept. 2016
- C. Warrenton Business Association Minutes – Oct. 2016
- D. Warrenton Business Association Minutes – Dec. 2016

6. BUSINESS ITEMS

- A. Pacific Power – North Coast Blue Sky Community Challenge
- B. Consideration of Res. No. 2477, Approving Increases and Decreases to the 2016-2017 Budget by Making an Intrafund Transfer of Appropriations
- C. Consideration of IFA Grant Agreement for Warrenton Water Master Plan and Consideration of Resolution No. 2478, Approving and Adopting Increases to the 2016-2017 Budget by Increasing Appropriations for Unanticipated Revenues in the Water Fund
- D. Request to Determine “No Public Purpose” for Tax Lot 1500 81021CB1500 - SW Juniper Avenue

E. Consideration of WBA Request/Concert in the Park

F. Consideration of Resolutions Authorizing Appointments to Fill Positions and Setting Terms of Office on various Community Boards.

7. PUBLIC COMMENT

At this time, anyone wishing to address the City Commission concerning items of interest not already on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

8. EXECUTIVE SESSION

Under the authority of ORS 192.660(2)(h); *to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*

9. ADJOURNMENT

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

5-A

MINUTES
Warrenton City Commission
&
Planning Commission
Joint Meeting – January 12, 2017
7:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Kujala called the meeting to order at 7:00 p.m.

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

Planning Commissioners Present: Vince Williams, Christine Bridgens, Chris Hayward, Mike Moha, Ken Yuill, Paul Mitchell, Ryan Lampi

Staff Present: City Manager Linda Engbretson, Community Development Director Skip Urling and Deputy Recorder Dawne Shaw

Mayor Kujala opened the meeting and noted a member of the public, Mr. Scott Widdicombe in attendance. He stated that he and City Manager Engbretson previously discussed a few short goals, and noted the two items on the agenda. Mayor Kujala stated there will be a goal setting session at the next Commission meeting and shared the proposed goals with the Planning Commission. Brief discussion continued on Hammond water lines and core conveyance. Mayor Kujala noted specific planning/city commission issues that are community issues and concerns, which include affordable housing and code amendments. The discussion continued on mixed use in a commercial zone and code enforcement. Commissioner Balensifer noted people have talked about having mini storage downtown. He noted the vision plan calls for more commercial development in the downtown area, but it needs to be well thought out. The discussion continued on mixed use in the downtown area. Planning Commissioner Hayward noted the Planning Commission has not really discussed the matter yet. He stated multi family is appropriate in some areas, but not Hwy 101, which is prime retail/business property. Commissioner Balensifer noted he is ok with putting housing above businesses; his concern is developing spots that could be problematic. Planning Commissioner Bridgens noted there are currently two big developments coming in to Warrenton that would provide 250 – 300 homes, without having to use commercial sites. Community Development Director Urling stated it is important to remember we are talking about multiple-family only and only as a conditional use, so there is some added rigor to the review process to make sure that any proposed development would not take away from the commercial ambiance that is intended in the vision plan. Planning

Commissioner Mitchell asked what are we looking at for our community; how do we want it to look? He noted there was talk about a theme. Mayor Kujala stated the city really wants to focus on downtown this year and noted City Manager Engbretson talked about hiring a RARE student to provide and carry out the design and themes. He also noted the sidewalks need to be completed. The discussion continued on mini storage and mixed use in the downtown area, and the need to be very selective. Commissioner Balensifer stated the main corridor in downtown, including Harbor, should not be lined with mini storage. Commissioner Dyer noted the limited parking in the downtown area and stated the need to be cognizant of it going forward. Planning Commissioner Mitchell stated downtown is where there should be a theme and should define who we are as a community. He noted if we do not focus, Hwy 101 will take over who we are. The discussion continued on the boundaries of downtown, and Harbor Drive. Planning Commissioner Bridgens stated Harbor Drive is "our front door" and it does not look good. Discussion continued on the Urban Renewal funds that are designated for downtown. Commissioner Ackley discussed a more urban/boutique look that would invite tourists in to shop. Discussion continued on businesses with living quarters above and if one succeeds, more will follow. Commissioner Balensifer noted the need for walkability and stated he does not see new development being the revitalization, he sees redevelopment and converting use.

Mayor Kujala discussed the possibility of selling/developing the Peterson property, and noted the impact Measure 4-181 will have on selling it. Brief discussion continued on the wetlands vs. developable area of the property. City Manager Engbretson suggested bringing someone in, like NOHA that could come in and develop low income housing. She noted the Urban Renewal Advisory Board has identified low income housing as a priority. Discussion continued on low income versus affordable housing and the responsibility to serve all of the community. It was noted that low income residents living downtown will shop in the downtown area; and the Library relocating to downtown will be a huge asset, bringing more activity and focus to the downtown area. Mr. Scott Widdicombe asked for clarification on multi zoning in the city. He also asked why the city wants to be involved in providing housing instead of offering incentives to developers to put in affordable housing. Mayor Kujala noted the city is not interested in the housing business; it would be selling the property or a partnership with NOHA, for example, to develop the property.

The discussion continued on the vision plan and the master plan for downtown; and the need to have a RARE student to carry out these plans. City Manager Engbretson noted the downtown priorities set by the URA are identified in the master plan. The discussion continued on sidewalks, catch basins and ODOT. Also discussed were power poles and the bulb outs on S. Main. Community Development Director Urling noted he will be asking for proposals from people who will work with ODOT and Pacific Power, to design landscaping/beautification around the bulb outs. The discussion continued on the amount of URA funds available for the sidewalks and City Manager Engbretson stated 1.2 million dollars has been dedicated for downtown. Commissioner Balensifer confirmed that sidewalks is the number one priority, and all were in agreement. Planning Commissioner Mitchell asked how the commercial/residential mixed use decisions will be made; case by case or designate areas. Community Development

Director Urling stated there are 2 sets of general commercial zoning districts – C1A and C1B; C1A is mostly the highway corridor and C1B is mostly everything else. He has written into the draft ordinance that “multiple family” will be allowed, by conditional use only in both of these sets. Planning Commissioner Yuill displayed a chart, which outlined the zoning in the area near his home, noting this area could be a commercial mixed use/high density area. The discussion continued on how much housing could be possible, and Mr. Yuill noted there is a total of 14 acres; most of the property owners are open to sell, and it may be possible to submit a petition for a zone change.

Mayor Kujala stated the other topic for discussion is Infill Development, and noted at the Mayor's Coffee people talk about looking at lots, primarily in Hammond, that are isolated. They would like to buy and build but the cost is prohibitive due to requirements, such as transportation improvements, road improvements, water flow improvements for fire safety issues, sewer/drain field issues, etc. We need to look at a creative way to address this, noting that one person pays to bring in the amenities, but all the neighbors benefit from it. Mayor Kujala noted there is the possibility of advanced financing agreements, and cited the example of the Memory Care Center. The discussion continued on grinder pumps and the possible need for a basic standard or policy in place. Commissioner Balensifer noted if city owns the grinder pumps then we need to have standards for the make and model and increase sewer charges, since city will have to maintain them. City Manager Engbretson noted from staff discussions, that grinder pumps in subdivisions would be a lot for the city to take on, and brief discussion continued on the city's part and development requirements. Further discussion continued on subdivisions and the failure to meet code standards. Commissioner Balensifer stated this is why he is skeptical of conditional use and noted the need for building code enforcement. Commissioner Dyer suggested having them post a bond before developing and if they do not comply, we take the bond. Planning Commissioner Mitchell stated developers come before the Planning Commission and agree to meet the requirements, and they get approved but they are not getting it done. City Manager Engbretson clarified the plan going forward is to hold developers accountable and the discussion continued on the process to make sure there is enforcement.

Commissioner Ackley asked for the status on the Fort Point and Roosevelt developments. Community Development Director Urling noted he is looking at the Roosevelt application tomorrow and Fort Point has turned in a Pre-application. Mayor Kujala noted that getting staff reports is very helpful.

Mayor Kujala stated he would like to have a joint meeting again, perhaps in the summer. Planning Commissioner Mitchell stated he would like to get together and talk about the comprehensive plan.

There being no further business, Mayor Kujala adjourned the meeting at 8:48 p.m.

APPROVED

Mayor, Mark Kujala

ATTEST

Dawne Shaw, Deputy Recorder

5-B

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on September 14, 2016

WBA 2016-2017 Goals

*Strengthen Business Involvement

Maintain partnerships with other City of Warrenton committees to achieve common goals.
Maintain involvement with the Chamber of Commerce and plan joint activity that promotes Warrenton businesses to be held in Warrenton.
Promote growth by participation in other local boards or associations including Astoria-Warrenton Chamber of Commerce, CEDR, LCTC, and Warrenton Planning Commission.

*Advertise

Promote the WBA through Warrentonba.com website, Facebook, newspaper, radio, flier with license and signage to encourage more business participation.
Advertise for the Warrenton businesses utilizing existing resources and keep businesses updated on the Warrentonba.com website.

*Support local events and nonprofits

MEMBERS PRESENT: Chairwomen Williams, Treasurer Talamantez, Secretary Moha, members Warren, McGuffin, Bridgens,

MEMBERS ABSENT: Fulton, O'Grady, Mitchell.

GUESTS: Mark Kujala, Jim Servino, Linda Engbretson, Kelsey Balensifer, Henry Balensifer

- I. **CALL TO ORDER:** Meeting was called to order at 5:30 by Chair Williams
- II. **GUEST SPEAKER:** None
- III. **PUBLIC COMMENT:** Linda Engbretson thanks the WBA for event and is looking forward to working with us on future events.

Skip shared information with WBA about the Warrenton Rotary. They are now going to hold a second meeting every month, the 4th Wednesday, at 6-7 pm for those who can't make the breakfast meeting. We will post information on WBA Website.

Great Columbia Crossing coming up---need volunteers.
- IV. **APPROVAL OF AGENDA:** Motion by Talamantez, second by McGuffin to approve agenda. Motion passed unanimously.
- V. **FINANCIAL REPORTS:** None
- VI. **APPROVAL OF MINUTES:** Motion by Talamantez, Second by McGuffin to approve August minutes. Motion passed unanimously.
- VII. **NEW BUSINESS:**
 - A. **Public Service Event.** Paul, Roxanne, and Kristen shared ideas about an event at Camp Rilea to honor Police, Fire, and other public Service. Steve Azar will perform on Nov. 5th at the event. Food will be served by Warrenton businesses. Should be about 300 attendees. WBA has plenty of funds to cover this. All proceeds from donors will go to Fire and Police for public service events.
 - B. **Concert Wrap Up.** Concert went well. Will start on time next time and keep concert during Regatta.

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on September 14, 2016

Several improvements were discussed. Net from the beer sales was \$136.16, all going to the Warrenton Library.

VIII. COMMITTEE REPORTS

- A. Chamber of Commerce: Williams, O'Grady.
- B. CEDR: Talamantez, Warren.
- C. Tourism: Moha, Fulton.
- D. Business Recognition: Bridgens.
- E. Publicity: Mitchell, Talamantez. -clarification on newspaper add
- F. Events: Williams, Talamantez. WBA/chamber BAH on November 10th.
- G. Planning Commission: Mitchell, Bridgens, Moha.

IX. CORRESPONDENCE: Mr. Balensifer informed the association that the commission is discussing exemption in non-profit Business fees

X. ITEMS TO BE ADDED TO NEXT AGENDA: Expiring terms and attendance.

XI. ADJOURNMENT: Meeting Adjourned by Williams 6:15.

Warrenton Business Association Approved Minutes, October 12, 2016

- The meeting was called to order at 5:30pm by Roxanne Morinville. Members present: Roxanne M., Kristen T., Darlene W., Paul M., Chris B., Collin M.
- Sept. 14, 2016 minutes were approved as presented
- Kristen T. gave the financial report. \$62,000 of budgeted funds have been spent YTD. August Financials were unanimously approved.
- There were no guest speakers. Meeting guest, Warrenton Commissioner, Rick Newton said he had seen the Columbia Press monthly ad for a specific business, and appreciated WBA having this type of ad printed.
- Public Comment: Jim Servino of the Astoria/Warrenton Chamber of Commerce announced the 'Great Columbia Crossing' event to be Oct. 16, 2016. Jim said they still need more volunteers for the event.
- Thursday, November 10, 2016 will be WBA 'Business After Hours' at the Warrenton Community Center, 5-7pm. WBA will ask Fultano's to cater, probably pizza and chicken wings, keeping it a bit simpler than the previous BAH.
- New Business: Paul Mitchel requested that there be a RSVP deadline for the upcoming Nov 5th event to honor Police and First Responders. Clatsop Distributing will donate beer and wine for the event at Warrior Hall, Camp Rilea. Paul estimated an attendance of 225-250 people. There will be about 40 tables, with a maximum of 20 table sponsors. There will probably be 6 people per table. Kristen T. will do the table decorations, and possibly balloons around the hall.
- Roxanne reported that there were four applicants for open board positions at the Astoria/Warrenton Chamber of Commerce.
- Business Recognition: Chris B. will bring back the names of 3 businesses as nominees for the Community Pride WBA award.
- Chris B. reported that the Warrenton Planning Commission was unanimous in their support for the Warrenton City Commission investigation of engineering reports done at the behest of CREST.
- Roxanne asked that WBA members let the board know if they cannot attend the meeting.
- Roxanne M. adjourned the meeting at 6:10pm.

Respectfully Submitted,

Chris Bridgens, Secretary Pro Tem
October 14, 2016

5-0

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on December 14th, 2016

WBA 2016-2017 Goals

*Strengthen Business Involvement

Maintain partnerships with other City of Warrenton committees to achieve common goals.
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Advertise for the Warrenton businesses utilizing existing resources and keep businesses updated on the Warrentonba.com website.

*Support local events and nonprofits

MEMBERS PRESENT: Chairwomen Williams, Treasurer Talamantez, Secretary Moha, members Warren, Mitchell, Bridgens, Fulton, O'Grady.

MEMBERS ABSENT: McGuffin

GUESTS: Dr. Robert James, Jim Servino, Linda Engbretson.

- I. **CALL TO ORDER:** Meeting was called to order at 5:30 by Chair Williams
- II. **GUEST SPEAKER:** None
- III. **PUBLIC COMMENT:** Jim shared that the Chamber now has 638 supporters! Annual Banquet is the end of January.
- IV. **APPROVAL OF AGENDA:** Motion by Williams, second by Talamantez to approve agenda. Motion passed unanimously.
- V. **FINANCIAL REPORTS:** Motion by Moha second by Mitchell to approve September and October Financials. Motion passed unanimously.
- VI. **APPROVAL OF MINUTES:** Motion by Bridgens, Second by Warren to approve October minutes. Motion passed unanimously.
- VII. **NEW BUSINESS:**
 - A. **Open Positions:** WBA still has 3 open positions to fill. The positions have been advertised multiple times in paper
 - B. **Events.**
 - a. **Wrap Up.** The First Responders event was very positive. A check for \$5600 was presented to Police and Fire. Over 200 people attended. Learned a lot on how to run future events.
 - b. **Future Events.** Regatta wants Warrenton to host another event to kick off events next summer. We have been leaning towards contracting Phil Vasser for Labor Day Weekend Concert. The Mayor and City Commissioners were on board with this and want it to happen. Discussion on the cost and is this what the WBA should be doing was discussed. Is this event part of our mission? More

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on December 14th, 2016

vendors should be involved and any event should be help in Warrenton, which most likely means the park. Jim mentioned that bringing in attractions is key to selling your town. A motion was made a second to hold an event, with no commitment other than holding an event. Moha, Talamantez, Williams, Mitchell, Fulton aye. Bridgens no.

- C. **Other.** Steve Fulton talked about Life Flight and the organization brining in a fixed wing aircraft. He asked WBA for a letter in support of building a new hanger at the airport. The funds would come from a \$600k grant. Mr. Fulton also would like the WBA to draft a letter to ODOT concerning the horrible road conditions on Hwy. 30. The Port of Portland is hosting a lunch on January 24th. The topic will be the transportation funding plan.

VIII. COMMITTEE REPORTS

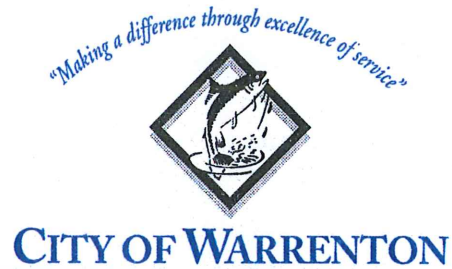
- A. Chamber of Commerce: Williams, O'Grady. 2 new members are on board
- B. CEDR: Talamantez, Warren.
- C. Tourism: Moha, Fulton.
- D. Business Recognition: Bridgens. North Coast Dental Clinic will be recognized this time.
- E. Publicity: Mitchell, Talamantez. Cindy Yingst is now the owner of the Columbia Press.
- F. Events: Williams, Talamantez. WBA/chamber BAH on November 10th.
- G. Planning Commission: Mitchell, Bridgens, Moha.

IX. CORRESPONDENCE:

X. ITEMS TO BE ADDED TO NEXT AGENDA:

XI. ADJOURNMENT: Meeting Adjourned by Williams 6:50.

6-A



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: March 14, 2017
SUBJ: PACIFIC POWER – NORTH COAST BLUE SKY COMMUNITY CHALLENGE

SUMMARY

Alisa Dunlap with Pacific Power will be at the meeting to present and discuss the *North Coast Blue Sky Challenge*. Ms. Dunlap met with Mayor Kujala and me last month to review the program.

Blue Sky is a voluntary program that provides Pacific Power customers with a way to purchase renewable energy equal to all or part of their energy use through their monthly electric bill.

I've attached an outline of the program that Ms. Dunlap will be reviewing with you.

RECOMMENDATION/SUGGESTED MOTION

No recommendation.

ALTERNATIVE

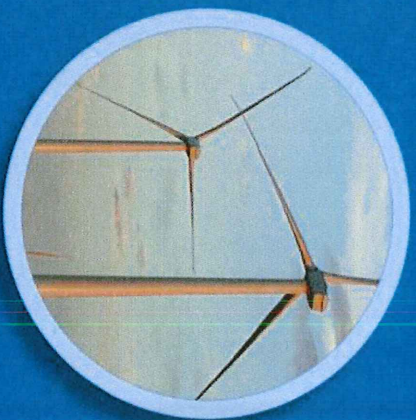
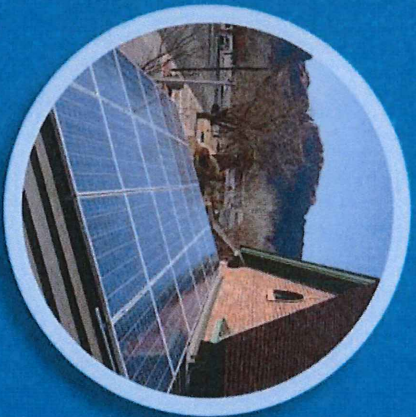
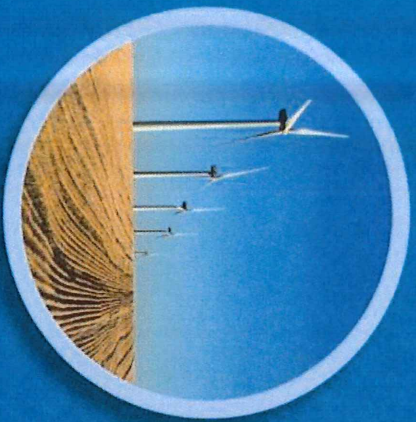
No recommendation.

FISCAL IMPACT

Unknown

Approved by City Manager:

North Coast Blue Sky Community Challenge



PACIFIC POWER

Let's turn the answers on.

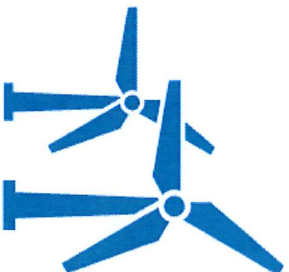
What is Blue Sky?

Blue Sky is a voluntary program that provides Pacific Power customers with a way to purchase renewable energy equal to all or part of their energy use through their monthly electric bill.

How Blue Sky works



1 You use electricity to power your home or business.



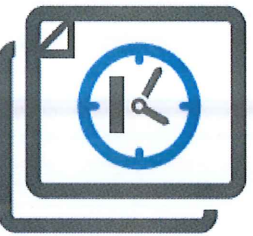
4 Pacific Power purchases renewable energy certificates on your behalf from newly developed facilities in Oregon and other western states.



2 When you sign up for Blue Sky, you support renewable energy equal to all or part of your energy use.

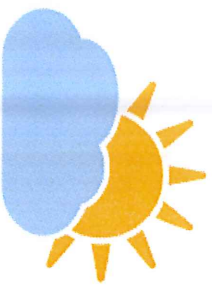


5 Your participation creates environmental benefits and helps build the market for renewable energy, decreasing the region's dependence on fossil fuels. An average customer supporting renewable energy equal to their monthly energy use creates a benefit equivalent to taking one car off the road for a year.



3 You pay a little extra on your bill each month. Participation is voluntary, requires no contracts and can be canceled at any time.

Blue Sky Benefits



Build a better future

- Diversify regional energy sources
- Reduce fossil fuel dependency



Protect the environment

- Reduce your carbon footprint
- Preserve natural resources



Support your community

- Encourage new development of local and regional renewable energy projects
- Stimulate economic development and create jobs



Blue Sky participant rewards

- Window cling and yard sign to show your support for renewable energy
- Access to mobile coupons from Blue Sky participating businesses
- Annual program report card
- Biannual program newsletter

What is a Community Challenge

A partnership between the city or county and Pacific Power to try to achieve a unique city or county-wide Blue Sky participation goal.

Usually a unique incentive or reward for a successful challenge is presented to the community by Pacific Power.



Reach for the
Blue Sky.

Rise to the Roseburg Blue SkySM renewable energy challenge.

The City of Roseburg has teamed up with Linnapa Community College (LCCC), United Community Action Network (UCAN), and Jefferson Public Schools to encourage residents and businesses to support renewable energy by enrolling in Pacific Power's Blue Sky program. The goal is to enroll 500 new participants by the end of the year. If successful, the Roseburg community will receive a one-kebab-for-everyone!

Enroll today and help your community meet the Roseburg Blue Sky challenge goal. Visit pacificpower.net/roseburgchallenge or call 1-800-369-5177.

BLUESKY
RENEWABLE ENERGY

PACIFIC POWER
Let's turn the screws on.

LCCC
Linnapa Community College

UCAN
United Community Action Network

Jefferson Public Schools

© 2011 Pacific Power

Benefits to the community

- Reward to North Coast community could be a 1-kilowatt solar installation on County-owned building or public space AND/OR designation as Oregon's first EPA certified Green Powered County
- Positive common goal can increase community pride
- Increased visibility and publicity opportunity for County Commission and City's through their endorsement of the challenge
- Supporting Blue Sky means supporting local and regional projects



Medford Solar Installation at Oregon Hills Park



Signage at Roseburg Solar Installation at Fir Grove Park

Previous Community Challenges

Community	Face of the Challenge	City representatives involved in planning	Co-Sponsors	Participation increase
Medford (2013)	Mayor	City Manager, Assistant City Manager	Jefferson Public Radio, Chamber of Commerce, Downtown Business Association	5.1% to 6.8%; a 30% increase
Roseburg (2014)	Mayor	City Manager	Umpqua Community College (UCC), Jefferson Public Radio (JPR), United Community Action Network (UCAN)	3.14% to 5.6%; a 78% increase
Cottage Grove	Mayor	City Manager	Emerald People's Utility District	3.2% to 6.1%; a 93% increase
Corvallis	Mayor & City Council President	City Council President, Facilities Manager	Chamber of Commerce, Renewable Northwest Project	9.3% to 12.5%; a 34% increase
Bend	Mayor	City Manager	Chamber of Commerce	8.5% to 10.8%; a 26% increase
Pendleton	Mayor	City Manager	East Oregonian Newspaper, Chamber of Commerce	2.5% to 4.9%; a 94.5% increase
Jacksonville	Mayor	City Administrator	Britt Festival, Jacksonville Chamber of Commerce	8% to 10%; a 24% increase
Klamath Falls	Mayor	City Manager	Chamber of Commerce	2.3% to 2.8%; an 11% increase
Lincoln City	Mayor	Mayor	Chamber of Commerce, Renewable Northwest Project	4.1% to 7.5%; an 84% increase

How to get involved

To support the North Coast challenge, you just need to do a few things.

- Acknowledge and agree to the approach including:
 1. Pacific Power will set an enrollment goal for this challenge based on projected results from marketing and outreach efforts. It's important for the success of the campaign that the goal is achievable, but we cannot guarantee that the community will reach the goal.
 2. Upon reaching the goal, the North Coast community will receive a solar installation valued at \$10,000. This prize will be installed at a viable county-owned and community-accessible facility. The participation goal and the County financial commitment will determine if the EPA Green Power County designation is an additional reward.
- Agree to the use of your name, logo and potentially a representative's signature (Mayor, City Manager, County Commissioner) for marketing and communication pieces supporting the challenge.
- Provide a point of contact for periodic check-ins, questions and guidance
- As available, share opportunities to promote challenge through community events and **communications**

(such as website, newsletters, locations for challenge posters, announcements at city council meetings, event tabling space at community events, joint press releases, participation in challenge kick off events from mayor / commissioner, water bill messages or even sharing warm leads for potential business outreach)

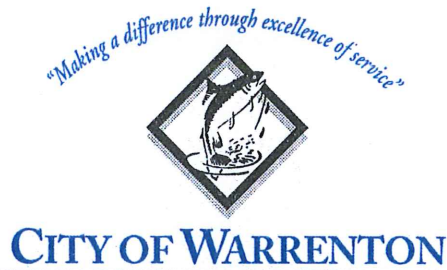
Blue Sky participation

- You are not required to enroll in Blue Sky to sign on as a challenge community.
- You might want to enroll, though. North Coast customers participate in Blue Sky at a rate that is 2-5X higher than the national average for Green Power programs and just under Pacific Power's Oregon average as a whole. This suggests that your constituents are already large proponents for this kind of program.
- You are required to enroll if you want to become an EPA Green Power Community.

Timeline

North Coast Challenge Timeline	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
	Pre-Challenge Prep	- Meet with county / communities - Communities / County commit to support the challenge by March 15th			Challenge Launch (April)	Ongoing Challenge activities							Challenge wrap (12/31)	Post challenge	
Community / County engagement				<ul style="list-style-type: none"> - ongoing discussions regarding progress towards Green Power Community status on a community to community basis as well as any requirements at the city level (ie. Blue Sky enrollment) - work with County to finalize challenge prize (solar installation) location 											
Challenge specific communications	<ul style="list-style-type: none"> - Pre-challenge business outreach - Prepare challenge marketing communications 			<ul style="list-style-type: none"> - Challenge Direct Mail across North Coast Communities - Community Outreach - event tabling, door-to-door campaigns, outbound calls - Business outreach - door-to-door, in-person and phone meetings, networking, & phone calls to warm leads - Misc Press releases for challenge milestones; kick-off, community GPC status, progress towards goal - Misc advertising opps including kick-off ad 											
	<ul style="list-style-type: none"> - start on solar installation process (assuming goal met) 														
	<ul style="list-style-type: none"> - Wrap press release - "Thank You" ad 														

6-B



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: March 14, 2017
SUBJ: Budget Transfer

SUMMARY

The attached resolution will transfer \$150,000 from contingency to professional services in the general fund to cover unforeseen legal expenses. This transfer will provide spending authority to cover these unanticipated legal costs related to ongoing litigation, the 8th Street Dam, and personnel matters, including upcoming collective bargaining.

RECOMMENDATION/SUGGESTED MOTION

" I move to adopt Resolution No. 2477, Approving Increases and Decreases to the 2016-2017 Budget by Making an Intrafund Transfer of Appropriations."

ALTERNATIVE

None recommended

FISCAL IMPACT

This adjustment reduces the budgetary appropriations in the General Fund contingency by \$150,000 for a remaining contingency amount of \$51,881.

RESOLUTION NO. 2477

Introduced by All Commissioners

APPROVING INCREASES AND DECREASES TO THE 2016-2017 BUDGET BY MAKING AN INTRAFUND TRANSFER OF APPROPRIATIONS

BE IT RESOLVED, that the City Commission of the City of Warrenton hereby adopts the following 2016-2017 budget changes to the General Fund Administrative/Commission/Finance Department to transfer \$150,000 from contingency to the line item "Professional Services" in the material and services category to provide spending authority for the cost of additional legal services not known at the time the budget was prepared.

Whereas, this adjustment reduces the budgetary appropriations in the General Fund contingency by \$150,000 for a remaining contingency amount of \$51,881:

<u>General Fund</u>	<u>Existing</u>	<u>Changes</u>	<u>Adjusted</u>
Municipal Court	\$ 126,320		\$ 126,320
Administration/Commission	1,006,408	150,000	1,156,408
Planning and Development	197,533		197,533
Police	1,702,215		1,702,215
Fire	833,463		833,463
Parks	171,673		171,673
Contingency	201,881	(150,000)	51,881
Transfers to other funds	129,578		129,578
Total Expenditures	<u>\$ 4,369,071</u>	<u>0</u>	<u>4,369,071</u>

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

CERTIFIED by the Mayor of the City of Warrenton this _____ day of _____, 2017

This resolution is effective on March 14, 2017.

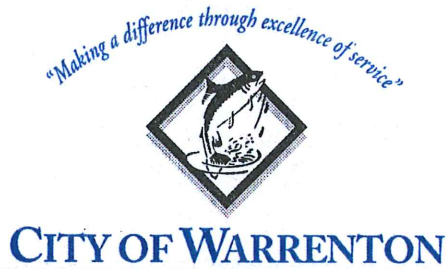
APPROVED:

Mayor

ATTEST:

City Recorder

6-C



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Public Works Director, James Dunn
DATE: March 14, 2017
SUBJ: Consideration of IFA Grant Agreement for Warrenton Water Master Plan and Consideration of Resolution No. 2478 Approving and Adopting Increases to the 2016-2017 and budget by Increasing Appropriations for Unanticipated Revenues in the Water Fund

SUMMARY

The City applied for financial assistance through the Business Oregon Infrastructure Finance Authority and has received a grant of \$20,000 for the development of a Water Master Plan. Public Works is requesting the Commission's approval to authorize the grant agreement with Oregon Infrastructure Finance Authority and amend the budget to account for these funds.

RECOMMENDATION/SUGGESTED MOTIONS

Staff recommends the following motions;

- 1) "I move to authorize the grant agreement between the Oregon Infrastructure

Finance Authority and the City of Warrenton for the Warrenton Water Master Plan Project”

2) “I move to Adopt Resolution No. 2478 Approving and Adopting Increases to the 2016-2017 Budget by Increasing Appropriations for Unanticipated Revenues”

ALTERNATIVE

1) None Recommended

FISCAL IMPACT

This increases revenues in the Water Fund in the amount of \$20,000 and increases expenses by the same amount.

Approved by City Manager

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

RESOLUTION NO. 2478

Introduced by All Commissioners

**APPROVING AND ADOPTING INCREASES TO THE 2016-2017 BUDGET BY
INCREASING APPROPRIATIONS FOR UNANTICIPATED REVENUES**

BE IT RESOLVED that the City Commission of the City of Warrenton hereby adopts the following 2016-2017 budget changes for unanticipated revenues and expenses.

Whereas, the city has been awarded financing for a Water Master Plan by the Oregon Infrastructure Finance Authority, in the form of a \$20,000.00 grant.

Whereas, these funds will be deposited into the Water Fund, and

Whereas, these funds totaling \$20,000.00 will be used to procure professional engineering services to develop a new Water Master Plan which will follow the "Guidelines for the Preparation of Planning Documents for Developing Community Water System Projects."

<u>Water Fund</u>	<u>Existing</u>	<u>Changes</u>	<u>Adjusted</u>
Total Resources	\$ 5,146,400	20,000	\$5,166,400
Water Department	2,013,763	20,000	2,033,763
Debt Service	637,125		637,125
Contingency	384,379		384,379
Transfers to Other Funds	2,110,547		2,110,547
Total Expenditures	\$ 5,145,814	\$ 20,000	\$ 5,165,814

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

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

This resolution is effective on March 14, 2017.

Mayor

ATTEST:

City Recorder

WATER FUND TECHNICAL ASSISTANCE PROJECT
FINANCING CONTRACT

Project Name: Warrenton Water Master Plan

Project Number: V17007

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

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

- Exhibit A General Definitions
- Exhibit B NOT APPLICABLE
- Exhibit C Project Description
- Exhibit D Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$120,000.

"Grant Amount" means \$20,000.

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

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

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

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

SECTION 5 - USE OF FINANCIAL ASSISTANCE

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

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the drinking water system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) OAR 123-043-0095 (4) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final water master plan.
- (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.

D. [Reserved]

E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.

F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds, or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law.

- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. [Reserved]
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

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

SECTION 8 - DEFAULTS

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

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.

- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
- (2) Barring Recipient from applying for future awards.
- (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599.
- (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Robert Ault, Section Manager
 Business & Community Development
 Oregon Business Development Department
 775 Summer Street NE, Suite 200
 Salem, OR 97301-1280

If to Recipient: Public Works Director
 City of Warrenton
 PO Box 250
 Warrenton OR 97146-0250

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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



STATE OF OREGON
acting by and through the
Oregon Business Development Department



CITY OF WARRENTON

By: _____
Robert Ault, Section Manager
Business & Community Development

By: _____
The Honorable Mark Kujala
Mayor of Warrenton

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

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

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

“Award” means the award of financial assistance to Recipient by OBDD dated 10 February 2017.

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

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

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

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

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

“Financing Proceeds” means the proceeds of the Grant.

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

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

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

EXHIBIT C - PROJECT DESCRIPTION

Recipient will procure professional engineering services to develop a new water master plan. The plan will follow the “Guidelines for the Preparation of Planning Documents for Developing Community Water System Projects.”

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering	\$20,000	\$100,000
Total	\$20,000	\$100,000

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient City of Warrenton		Project Number V17007	
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)			
_____ Typed Name and Title (1) a _____ Signature (Highest Elected Official must not sign here)	_____ Typed Name and Title (1) b _____ Signature (Highest Elected Official must not sign here)		
Additional Signatures (if desired)			
_____ Typed Name and Title (1) c _____ Signature (Highest Elected Official must not sign here)	_____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must not sign here)		
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)	Agency Use Only: Date Received: 		

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

City of Warrenton

93-6002276

Recipient

Federal Tax ID Number

Warrenton Water Master Plan

V17007

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services

SFMS Operations / ACH Coordinator

155 COTTAGE ST NE STE U60

SALEM OR 97301-3970

Get the form here: www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- Transfer funds to the **Oregon State Treasury Local Government Investment Pool** by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number _____.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) _____

Signature(s) _____

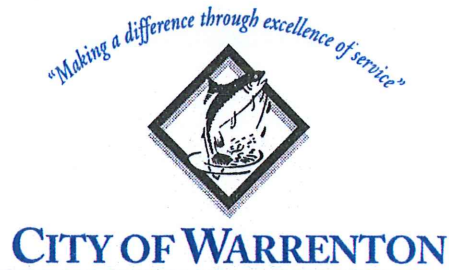
Title(s) _____

Date

Telephone Number

Fax Number

6-D



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *LE*
DATE: March 7, 2017
SUBJ: Request to Determine "No Public Purpose" for Tax Lot 1500
81021CBO1500 - SW Juniper Avenue

SUMMARY

We previously presented a request to consider whether Tax Lot 1500, Map 81021CB, serves a public purpose. This property was originally deeded to the City by Clatsop County for landfill purposes; however, the deed includes a reversionary clause wherein the property reverts back to the County should the City determine there is no longer a public need. John Sprecher, our consultant who monitors and provides our DEQ reports for both the "Warrenton Landfill" and the "stump dump" has reported Tax Lot 1500 is not included in the post-closure monitoring area. The attached shows the property in question. It appears approximately 50% of the property is listed as significant wetlands.

If the City sees no public purpose for this property then the City can re-deed it to the County. Because of the reversionary clause, the City could not sell the property or use it for any purpose other than "public benefit." The County will likely sell it at auction to the highest bidder.

RECOMMENDATION/SUGGESTED MOTION

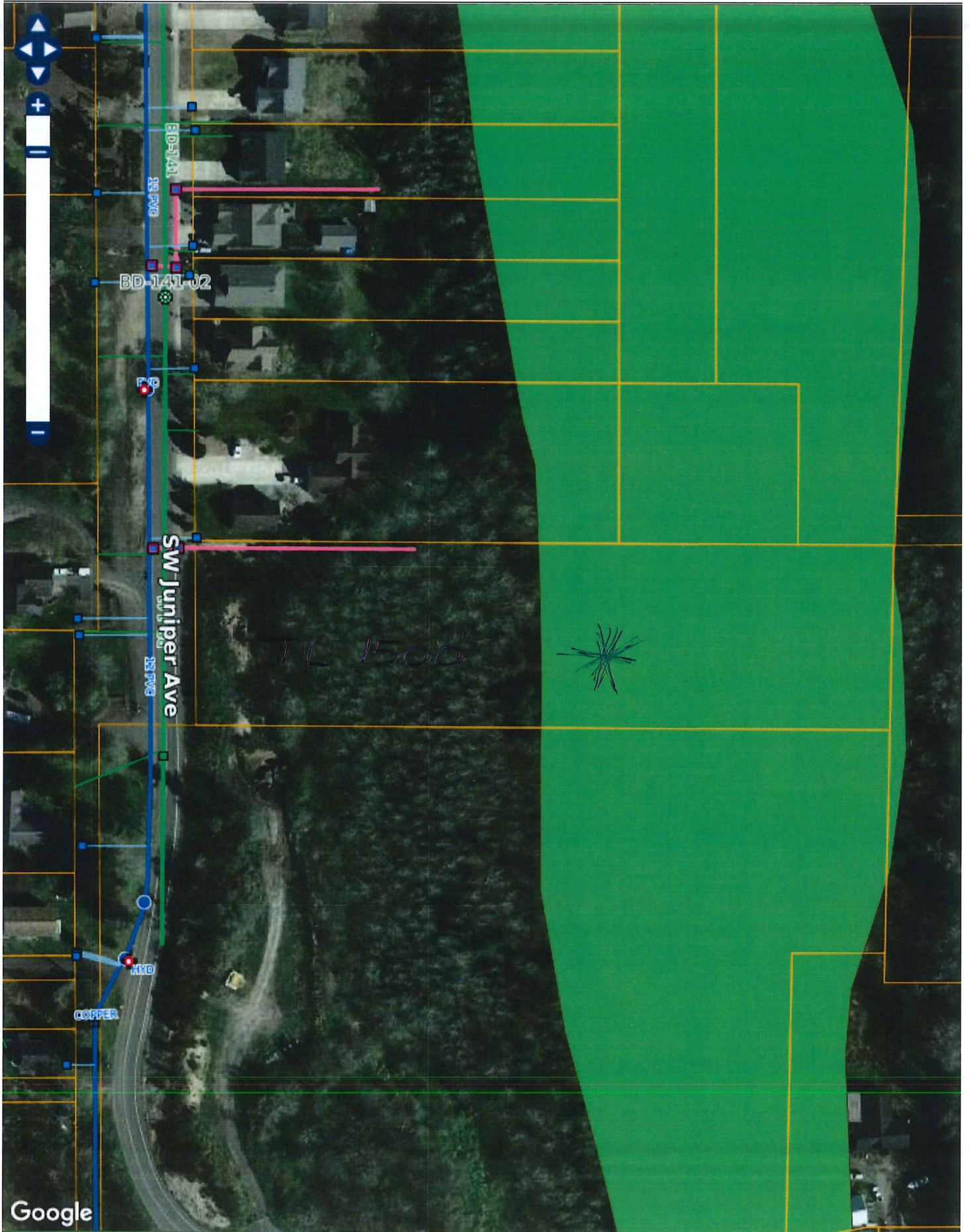
Staff has no recommendation.

ALTERNATIVE

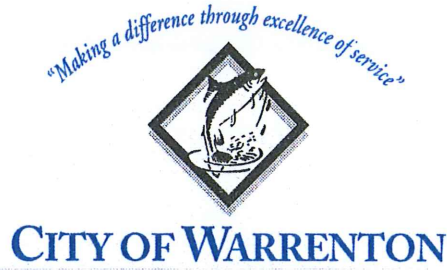
N/A

FISCAL IMPACT

N/A



6-E



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: March 9, 2017
SUBJ: Warrenton Business Association – Support for Summer Concert

SUMMARY

The WBA is proposing another concert this year with performance by Phil Vasser. WBA representatives, Paul Mitchell and Mike Moha will be at the meeting to discuss plans and request your support.

RECOMMENDATION/SUGGESTED MOTION

No recommendation.

ALTERNATIVE

N/A

FISCAL IMPACT

Unknown

6-F

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, Deputy City Recorder

DATE: March 14, 2017

SUBJ: Advisory Boards – Terms of Office

SUMMARY

The City Commission made several appointments to various city advisory boards at the past several meetings. The attached resolutions confirm the appointments and terms of office.

There remains one vacancy on the Community Center Board, two vacancies on the Parks Advisory Board and three vacancies on the WBA.

RECOMMENDATION/SUGGESTED MOTION

“I move to adopt Resolution No. 2479; Authorizing Appointments to Fill Positions on the Warrenton Budget Committee and Setting Terms of Office.”

“I move to adopt Resolution No. 2480; Authorizing Appointments to Fill Positions on the Warrenton Planning Commission and Setting Terms of Office.”

“I move to adopt Resolution No. 2481; Authorizing Appointments to Fill Positions on the Warrenton Community Center Advisory Board and Setting Terms of Office.”

“I move to adopt Resolution No. 2482; Authorizing Appointments to Fill Positions on the Warrenton Community Library Board and Setting Terms of Office.”

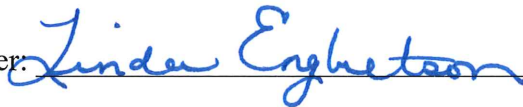
“I move to adopt Resolution No. 2483; Authorizing Appointments to Fill Positions on the Warrenton Parks Advisory Board and Setting Terms of Office.”

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:  _____

RESOLUTION NO. 2479

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON BUDGET COMMITTEE
AND SETTING TERMS OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Budget Committee Members and their terms of office are as follows:

Position No. 1	Rebecca Hoth,	term ending 31, December 2019
Position No. 2	Paul Mitchell,	term ending 31, December 2017
Position No. 3	Gerald Poe,	term ending 31, December 2018
Position No. 4	Flint Carlson,	term ending 31, December 2017
Position No. 5	Ed Wegner,	term ending 31, December 2019

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 2017.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

RESOLUTION NO. 2480

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON PLANNING COMMISSION
AND SETTING TERMS OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Planning Commission Members and their terms of office are as follows:

Position No. 1	Vince Williams,	term ending 31, December 2020
Position No. 2	Christine Bridgens,	term ending 31, December 2020
Position No. 3	Chris Hayward,	term ending 31, December 2017
Position No. 4	Michael Moha,	term ending 31, December 2018
Position No. 5	Ken Yuill,	term ending 31, December 2018
Position No. 6	Paul Mitchell,	term ending 31, December 2019
Position No. 7	Ryan Lampi,	term ending 31, December 2019

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 2017.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

RESOLUTION NO. 2481

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON COMMUNITY CENTER ADVISORY BOARD
AND SETTING TERMS OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Community Center Advisory Board Members and their terms of office are as follows:

Position No. 1	Frank Becker,	term ending 31, December 2020
Position No. 2	Marc Silva,	term ending 31, December 2017
Position No. 3	Carol Snell,	term ending 31, December 2018
Position No. 4	Lorna Anderson,	term ending 31, December 2020
Position No. 5	Melvin Jasmin,	term ending 31, December 2019
Position No. 6	Melissa Witt	term ending 31, December 2020
Position No. 7	VACANT	term ending 31, December 2020

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 2017.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

RESOLUTION NO. 2482

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON COMMUNITY LIBRARY BOARD
AND SETTING TERMS OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Community Library Board Members and their terms of office are as follows:

Position No. 1	Kelsey Balensifer,	term ending 31, December 2019
Position No. 2	Rochelle Coulombe	term ending 31, December 2019
Position No. 3	Natalie Duggan	term ending 31, December 2019
Position No. 4	Eileen Purcell,	term ending 31, December 2020
Position No. 5	Baret Murphy-Becker,	term ending 31, December 2020
Position No. 6	Rebecca Herren,	term ending 31, December 2020
Position No. 7	Dawn Delacey,	term ending 31, December 2020

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 2017.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

RESOLUTION NO. 2483

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON PARKS ADVISORY BOARD AND SETTING TERMS
OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Parks Advisory Board Members and their terms of office are as follows:

Position No. 1	Christie Schreckengost,	term ending 31, December 2018
Position No. 2	Chris Palmer,	term ending 31, December 2018
Position No. 3	VACANT,	term ending 31, December 2019
Position No. 4	Bert Little,	term ending 31, December 2019
Position No. 5	Carol Snell,	term ending 31, December 2017
Position No. 6	Craig Yamasaki,	term ending 31, December 2017
Position No. 7	VACANT,	term ending 31, December 2017

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 2017.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder