

AGENDA

Warrenton Urban Renewal Agency

June 23, 2020 – 6:00 p.m.

Warrenton City Hall – Commission Chambers
225 S. Main Ave.
Warrenton, Or 97146

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT CALENDAR
 - A. Urban Renewal Agency Meeting Minutes – 4.14.20
4. PUBLIC HEARINGS
 - A. Consideration of Urban Renewal Agency Budget Adoption – Fiscal Year 2020-2021
5. BUSINESS
 - A. Consideration of Review/Audit Services Contract Renewal
 - B. Consideration of Façade Grant Program Increase- Fenton Grocery Building
6. DISCUSSION ITEMS
7. ADJOURN

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 Urban Renewal Agency
 April 14, 2020
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Chair Balensifer called the meeting to order at 6:24 p.m.

Commissioners Present: Chair Henry Balensifer, Tom Dyer, Pam Ackley (via Phone), Rick Newton (via Phone), and Mark Baldwin

Staff Present: Executive Director Linda Engbretson, Public Works Director Collin Stelzig, Finance Director April Clark, Community Development Director Kevin Cronin (via phone), Fire Chief Brian Alsbury, Police Chief Mathew Workman and Secretary Dawne Shaw

CONSENT CALENDAR

A. Urban Renewal Agency Meeting Minutes – 1.14.20

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

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

BUSINESS ITEMS

Public Works Director, Collin Stelzig, discussed the parking lot lighting project. He noted that they presented this project to multiple electrical contractors and the lowest bid came in from Bogh Electric in the amount of \$30,800.00. This would cover the labor portion of the parking lot lighting project. Brief discussion continued. Ms. Engbretson explained the process of this project thus far. Mayor Balensifer noted it is important to point out that Urban Renewal Agency Funds are restricted by the state on how they can be spent. Additionally, the projects are presented to a citizen board called the Urban Renewal Advisory Committee (WURAC). He continued to explain how the money from the Urban Renewal Agency Fund can be used.

Commissioner Ackley made the motion to award the contract with Bogh Electric in the amount of \$30,800.00 for the City of Warrenton Parking Lot Lighting project. Motion was seconded and passed unanimously.

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

Public Works Director, Collin Stelzig, discussed the contract with Columbia Electric Supply in the amount of \$43,790.57, for the materials and design of the City of Warrenton Parking Lot Lighting Project.

Commissioner Dyer made the motion to award the contract with Columbia Electric Supply in the amount of \$43,790.57 for the City of Warrenton Parking Lot Lighting project. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS

Community Development Director, Kevin Cronin, discussed the city parking lot on S. Main Ave. He stated staff would like direction from the agency on the next steps; What service we want to provide at the parking lot and how much we are willing to spend to make it happen. Mayor Balensifer noted there was discussion about having utilities there and someday having a cover. He continued to state that he feels we have always wanted the area to be a multi-use area. If we want to continue to have a food pod there we might want to reach out to the users to obtain feedback on how that area would best be utilized and then come back to the commission to weight the options. Mayor Balensifer stated he thinks there needs to be a gray water drop site, some tables, and electrical hook ups. There needs to be a concept plan before it is brought to the agency and he really feels it should be done with user feedback. He would like to see a temporary shelter/cover that could be easily removed. Brief conversation continued. Ms. Engbretson noted she would advocate for a temporary structure. The lot was purchased with URA funds initially for the fire department expansion and although the city does not currently have the funds to do an expansion, it is something to take into consideration. She continued to state that if we can use the land and generate money all while attracting people to the downtown area that would be a great thing temporarily, but she suggested not doing anything that would prohibit us from eventually using it for what it was originally purchased for. Brief discussion continued regarding the current parking situation. Mayor Balensifer discussed possibilities with the Peterson lot. Brief conversation continued. Ms. Engbretson noted there is a \$100,000 limit for this project. Mayor Balensifer concurred and stated if it were a short amount over, he would be willing to entertain it. He gave direction to staff to work with Bob Johnston, Building Official, to determine a temporary cover structure for the food carts, work with the vendors to help understand what the food cart layout would look like and work with the Fire Chief to ensure where the utility connection should be as to not obscure future development on the lot. Mr. Cronin noted this project could easily go over the \$100,000. Mayor Balensifer asked Mr. Stelzig if this were a private development would we require lighting, gray water, and sewer? He stated

MINUTES

yes. Conversation continued regarding the cost of the project. Mayor Balensifer asked staff to come back with a budget figure on this project and then let WURAC review it and give feedback. Mr. Cronin noted the next WURAC meeting is in June and he will bring something back to the commission by July.

There being no further business Chair Balensifer adjourned the agency meeting at 6:45 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, Secretary

WARRENTON URBAN RENEWAL AGENCY

Agenda Memorandum

To: The Honorable Chair and Members of the Warrenton Urban Renewal Agency

Date: June 23, 2020

**Regarding – Public Hearing for the Warrenton Urban Renewal Agency
Budget and consideration of *Resolution No. 20-02* Adopting the Warrenton Urban
Renewal Agency FY 2020-2021 budget as approved by the Warrenton Urban
Renewal Agency Budget Committee for the fiscal year commencing July 1, 2020 and
ending June 30, 2021**

SUMMARY:

The Warrenton Urban Renewal Agency Budget Committee met in May to review and deliberate on the proposed fiscal year 2020-2021 Budget.

The next phase of the budget process is for the Commission to undergo a public hearing to receive public testimony on the budget approved by the Warrenton Urban Renewal Agency Budget Committee. Once the Commission has heard the public testimony, the Commission can then consider the adoption of the attached Budget Resolution.

The Commission may note that, as the governing board, the Commission indeed possesses the authority to modify or change the approved budget within the following parameters during this public hearing. Any action that exceeds the scope below requires a new public notice and a new public hearing:

1. Reduce the tax amount
2. Reduce expenditures with a corresponding reduction to resources
3. Increase expenditures, with a corresponding increase in resources, but not by more than \$5,000 or 10 percent of the total expenditures of the fund, whichever is greater. For example: If total expenditures as approved by the budget committee equal \$150,000, then, the Commission may increase expenditures by \$15,000 in that fund, on a per fund basis.

To: The Honorable Chair and Members of the Warrenton Urban Renewal Agency
Re: Warrenton Urban Renewal Agency *Budget Hearing* and consideration of *Resolution No. 20-02*
Date: June 23, 2020

RECOMMENDATION:

The Warrenton Urban Renewal Agency shall conduct a public hearing on the budget for fiscal year 2020-2021 as approved by the Warrenton Urban Renewal Agency Budget Committee. Then, the Warrenton Urban Renewal Agency may move to adopt the *FY 2020-2021 Budget* as approved by the Warrenton Urban Renewal Agency Budget Committee as set forth in Resolution No. 20-02.

ALTERNATIVE:

The Commission may make changes as noted above. Please know that in order to conduct business and provide government services on July 1, 2020, an adopted budget must be in place by June 30, 2020.

FISCAL IMPACT:

The Urban Renewal Agency budget includes total appropriations among all funds totaling \$9,232,755 for the fiscal year ending June 30, 2021.

Approved by Director: _____



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

RESOLUTION NO. 20-02

**ADOPTING THE 2020-2021 WARRENTON URBAN RENEWAL AGENCY BUDGET
AS APPROVED BY THE WARRENTON URBAN RENEWAL AGENCY BUDGET
COMMITTEE, MAKING APPROPRIATIONS FOR URBAN RENEWAL PURPOSES OF
THE WARRENTON URBAN RENEWAL AGENCY FOR THE FISCAL YEAR
COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021**

The Warrenton Urban Renewal Agency hereby does resolve as follows:

Section 1. Be it resolved that the Warrenton Urban Renewal Agency Board of Commissioners, hereby adopts the Warrenton Urban Renewal Agency (WURA) budget approved by the WURA budget committee for the 2020-2021 fiscal year, in the total sum of \$9,617,234 now on file at Warrenton City Hall.

Section 2. Be it resolved that the amounts for the fiscal year beginning July 1, 2020, are hereby appropriated for the purposes shown below, as follows:

<u>Capital Projects Fund</u>		<u>Debt Service Fund</u>	
Materials & Services	\$ 124,000	Debt Service	\$ 550,017
Capital Outlay	\$ 6,308,721	Transfers	1,700,000
Fund Total	<u>\$ 6,432,721</u>	Fund Total	<u>\$ 2,250,017</u>
<u>Debt Service Reserve Fund</u>			
Debt Service	\$ 550,017		
Fund Total	<u>\$ 550,017</u>		

Total Appropriations, All Funds	\$ 9,232,755
Total Unappropriated and Reserve Amounts, All Funds	384,479
Total Adopted Budget	<u>\$ 9,617,234</u>

Section 3. Be it resolved that the Budget Officer of the WURA is hereby directed to send, no later than July 15th, 2020, to the Assessor and the Clerk of Clatsop County, State of Oregon, copies of the budget as adopted.

Section 4. Be it resolved that the Board of Commissioners of the Warrenton Urban Renewal Agency hereby resolves to certify to the county assessor a request for the Warrenton Urban Renewal District Plan Area that \$89,104,514 in increment value be used for the purpose of dividing the taxes under Section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457. And that this is a new plan for purposes of declaring a tax increment.

This resolution is effective on July 1, 2020.

PASSED by the Warrenton Urban Renewal Agency this _____ day of _____, 2020

APPROVED by the Chairperson of the Warrenton Urban Renewal Agency this _____ day of _____, 2020

Chair, Warrenton Urban Renewal Agency

ATTEST:

WURA Secretary

Approved Budget



Warrenton Urban Renewal Agency

Fiscal Year 2020-2021



WARRENTON URBAN RENEWAL AGENCY

FISCAL YEAR 2020 – 2021 BUDGET

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Budget Message - Urban Renewal District

May 16, 2020

Dear Urban Renewal Budget Committee Members:

The Warrenton City Commission adopted an ordinance creating an Urban Renewal Agency (URA) in 2007 to provide the framework for creating an Urban Renewal District in the City. The Commission chose to appoint itself as the Agency. The Commission also decided to appoint members of the City's Budget Committee to the Urban Renewal Budget Committee. The latter action was to expedite the review and adoption of Urban Renewal budgets which are required by statute to be separate from the City budget. The Commission also appointed an advisory board to make recommendations to the URA as to the creation of Urban Renewal Districts, development plans, and related activities. The Advisory Board has been active in developing plans for the District as funding becomes available.

The Warrenton Urban Renewal Agency Budget is being recommended for your consideration. In 2009, the URA applied for a credit line to establish debt with a local bank and implemented a Downtown Master Plan and Warrenton Marina Master Plan process. In 2012 and 2016 the URA placed revenue bonds with a local bank in the amount of \$1.64 million and \$2.2 million, respectively to finance projects at the marina and downtown. In 2019, the City completed a substantial amendment providing for an approximate \$4.7 million in additional revenue over the life of the District.

The URA budget for the 2020-2021 budget year consists of a Capital Projects Fund, a Debt Service Fund, and a Debt Service Reserve Fund which is a requirement of the Urban Renewal bond issues, dated July 31, 2012 and August 4, 2016. The money in this fund is "reserved" to pay the debt service on these bonds. Staff is projecting tax increment revenue at \$773,935 with a total resource of \$2,634,496 in the Debt Service Fund. Staff is initially projecting transfers to the Capital Projects Fund in the amount of \$1,500,000 to use accumulated tax on a "pay as you go" basis, rather than incurring additional formal debt. If other project funding is needed and available during the year, possible loan proceeds are estimated at \$4,907,433.

Last year we completed the downtown landscaping project, which included “Veterans’ Park” (in front of Post Office), the power pole “bulb-outs,” and the intersection at Main/105 spur. A small waterline project was completed to increase fire protection in an under-served neighborhood on SE Anchor and SE 14th. Approximately \$30,000 in façade grants were given, and we are anticipating the completion of a small decorative lighting project. A major infrastructure project for SW 4th Street to the Quincy Park is in final design. This project includes adding sidewalks, moving powerlines underground, replacing an undersized waterline, and improving drainage. We had hoped to complete this project this fiscal year but ran into design issues. Urban Renewal funds will pay a percentage of this project, along with City street, water, and storm funds. In addition, specific projects planned for FY 20/21 include completing the commercial work pier at the marina and parking lot improvements to the lot adjacent to City Hall. Staff will work with the Advisory Committee to prioritize projects in the downtown district.

Respectfully submitted,



Linda Engbretson
Budget Officer

**Warrenton Urban Renewal Agency
Budget Committee Members
Fiscal Year 2020-2021**

Commissioners

- Mayor Henry Balensifer III
- Commissioner Rick Newton
- Commissioner Tom Dyer
- Commissioner Pam Ackley
- Commissioner Mark Baldwin

Appointed Members

- Budget Committee Member David Burkhart
- Budget Committee Member Flint Carlson
- Budget Committee Member Paul Mitchell
- Budget Committee Member Gerald Poe
- Budget Committee Member Dan Jackson

Budget Committee Staff

- Linda Engbretson, Budget Officer
- April Clark, Finance Director
- Dawne Shaw, City Recorder

**Warrenton Urban Renewal Agency
Budget Document**

Capital Projects Fund 200 (800)

Historical Data			Budget for Fiscal Year 7/1/2020- 6/30/2021			
Actual	Adopted Budget		Resources and Requirements	Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
FYE 6/30/18	FYE 6/30/19	FYE 6/30/20				
			Resources			
\$ 405,798	\$ 297,770	\$ 214,603	300000	Beginning Fund Balance	\$ 25,288	\$ 25,288
	\$ 700		360000	Miscellaneous Revenue		
5,430	6,968		361000	Interest Earnings		
		200,000	334120	Credit Line - Columbia Bank		
54,500		467,622	334140	Loan Proceeds - UR Bonds	4,907,433	4,907,433
				Transfer from:		
	25,000	1,200,000		Debt Service Fund	1,500,000	1,500,000
<u>465,728</u>	<u>330,438</u>	<u>2,082,225</u>		Total Resources	<u>6,432,721</u>	<u>6,432,721</u>
			Requirements			
				Materials and Services:		
			211000	Postage		
25			310000	Printing/Advertising/Publicity	2,000	2,000
752	1,387	2,000	320000	Dues/Mtgs/Travel/Training	2,000	2,000
351	76	2,000	380000	Professional Services	15,000	15,000
35,225	8,330	15,000	380001	Master Plans/Studies	50,000	50,000
	25,000	50,000	380002	Bond Issue Costs	25,000	25,000
8,500		25,000	390050	Façade Improvements	30,000	30,000
2,500		25,000		Total Materials and Services	124,000	124,000
<u>47,353</u>	<u>34,793</u>	<u>119,000</u>		Capital Outlay:		
			620002	Engineering/Infrastr. Planning		
			620003	Project Mgmt./Permitting		
69,458			620006	F-Dock		
			620011	Commercial Work Pier Improvements	700,700	700,700
42,275	7,173	245,000	620050	Landscape Improvements		
			620051	Parking Lot Improvements	100,000	100,000
3,200			620081	SE 4th & Main Strmwater Pump Station		
1,971	7,672	412,000	620084	SW 4th Street (S Main Ave-SW Alder Ct)	412,000	412,000
281			620085	SE Anchor (Harbor - SE 3rd St) Impr		
3,420	1,128	25,000	620086	SE 14th Place Waterline		
		1,281,225	620000	Downtown	5,096,021	5,096,021
<u>120,605</u>	<u>15,973</u>	<u>1,963,225</u>		Total Capital Outlay	6,308,721	6,308,721
				Contingency		
-	-		800000	Contingency		
167,958	50,766	2,082,225		Total Expenditures	6,432,721	6,432,721
<u>297,770</u>	<u>279,672</u>	<u>-</u>		Ending Fund Balance	-	-
<u>\$ 465,728</u>	<u>\$ 330,438</u>	<u>\$ 2,082,225</u>		Total Requirements	<u>\$ 6,432,721</u>	<u>\$ 6,432,721</u>

Warrenton Urban Renewal Agency
Budget Document

Debt Service Fund 300 (800)

Historical Data			Budget for Fiscal Year 7/1/2020- 6/30/2021			
Actual FYE 6/30/18	FYE 6/30/19	Adopted Budget FYE 6/30/20	Resources and Requirements	Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
			Resources			
\$ 982,827	\$ 1,213,137	\$ 1,597,993	300000	Beginning Fund Balance	\$ 1,818,561	\$1,818,561
584,013	710,696	735,979	311100	Current Ad Valorem Taxes	773,935	773,935
20,574	21,267	20,000	311200	Prior Taxes	20,000	20,000
29,318	49,682	26,000	361000	Interest Earnings	22,000	22,000
4,297			314100	County Land Sales		
<hr/>			<hr/>			
1,621,029	1,994,782	2,379,972	Total Resources		2,634,496	2,634,496
<hr/>			<hr/>			
			Requirements			
			Debt Service:			
24,500		200,000	471200	Columbia Bank CL Principal		
186	820	11,000	472200	Columbia Bank CL Interest		
			471230	Other Principal and Interest	200,000	200,000
100,299	104,060	107,963	471220	UR 2012 Bonds - Principal	112,011	112,011
44,637	40,876	36,974	472220	UR 2012 Bonds - Interest	32,926	32,926
168,140	171,286	174,482	471240	UR 2016 Bonds - Principal	177,743	177,743
36,940	33,794	30,598	472240	UR 2016 Bonds - Interest	27,337	27,337
<hr/>			<hr/>			
374,702	350,836	561,017	Total Debt Service		550,017	550,017
<hr/>			<hr/>			
			Transfers:			
	25,000	1,200,000	860020	Transfer to Capital Projects	1,500,000	1,500,000
33,190		200,000	860040	Transfer to Debt Service Reserve	200,000	200,000
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33,190	25,000	1,400,000	Total Transfers		1,700,000	1,700,000
<hr/>			<hr/>			
-	-		800000	Contingency		
<hr/>			<hr/>			
407,892	375,836	1,961,017	Total Expenditures		2,250,017	2,250,017
<hr/>			<hr/>			
1,213,137	1,618,946	418,955	Ending Fund Balance		384,479	384,479
<hr/>			<hr/>			
\$ 1,621,029	\$ 1,994,782	\$ 2,379,972	Total Requirements		\$ 2,634,496	\$ 2,634,496
<hr/>			<hr/>			

Warrenton Urban Renewal Agency
Budget Document

Debt Service Reserve Fund 400 (800)

Historical Data			Budget for Fiscal Year 7/1/2020- 6/30/2021			
Actual FYE 6/30/18	FYE 6/30/19	Adopted Budget FYE 6/30/20	Resources and Requirements	Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
<u>Resources</u>						
\$ 350,017	\$ 383,207	\$ 350,017	300000 Beginning Fund Balance	\$ 350,017	\$ 350,017	
33,190		200,000	391300 Transfer from URA Debt Service Fund	200,000	200,000	
<u>383,207</u>	<u>383,207</u>	<u>550,017</u>	Total Resources	<u>550,017</u>	<u>550,017</u>	<u>-</u>
<u>Requirements</u>						
	30,000	482,445	471220 Debt Service: UR Bonds - Principal	489,754	489,754	
		67,572	472220 UR Bonds - Interest	60,263	60,263	
<u>-</u>	<u>30,000</u>	<u>550,017</u>	Total Debt Service	<u>550,017</u>	<u>550,017</u>	<u>-</u>
<u>-</u>	<u>-</u>		800000 Contingency			
<u>-</u>	<u>30,000</u>	<u>550,017</u>	Total Expenditures	<u>550,017</u>	<u>550,017</u>	<u>-</u>
<u>383,207</u>	<u>353,207</u>	<u>-</u>	Ending Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
<u>\$ 383,207</u>	<u>\$ 383,207</u>	<u>\$ 550,017</u>	Total Requirements	<u>\$ 550,017</u>	<u>\$ 550,017</u>	<u>\$ -</u>

Warrenton Urban Renewal Agency

Agenda Memorandum

To: Warrenton Urban Renewal Agency Board
From: April Clark
Finance Director
Date: June 23, 2020

Re: Consideration of Review/Audit Services Contract Renewal

SUMMARY:

The Urban Renewal Agency's audit/review services contract with Isler, CPAs concluded its three year term with the audit performed for the fiscal year ended June 30, 2019. The current contract allows for an option to renew for two more years. Isler has been the Agency's accounting firm since its inception in August 2007. The Agency typically prepares an RFP every 5 years for auditing/review services. If the Agency expends up to \$500,000 in a year, only a review of the financial statements is required.

RECOMMENDATION:

Staff wishes to extend Isler's contract for an additional two years for audit/review services for fiscal years ending June 30, 2020 and 2021.

This is the most efficient and beneficial position for the Agency at this time considering the following:

- **Our current auditors** have gained knowledge and efficiencies, over the last seven years, that would be used in their performance of the audit during the next two years. The current auditors will be better able to examine Agency finances, over the next two year period, than a new auditor coming in the first year and having to set up their records and systems in order to perform the audit from their office. It is a time consuming endeavor for both the Agency and the auditor the first year.
- **Staff** assistance required redirects resources better utilized elsewhere. Bringing a new auditor on board would redirect resources and time that require staff to gather documents for the new auditor as well as educate the new auditor on our operation and procedures. Staff is very satisfied with the quality of the audits performed in the last eight years.
- **The Board** benefits from having an auditor who is familiar with the Agency's history and current operations. The present auditor will be able to communicate with you on the current issues with knowledge and experience.

- **The GFOA** recommends “entities should consider using multi-year agreements, preferably of a five-year duration, due to the potential cost savings and continuity benefits over the long-term.” The current contract will complete a five-year term.

Staff recommends that proposals for auditing/review services be solicited, once this two year period, ending June 30, 2021, has concluded.

The attached proposal provides for audit or review services based on the following fees as attached:

	Review	Audit
June 30, 2020	\$5,000	\$8,400
June 30, 2021	\$5,000	\$8,400

RECOMMENDATION/SUGGESTED MOTION: *I move to approve the two year renewal option to the contract for Auditing Services as per the attached proposal letter dated June 1, 2020 from Isler CPA.*

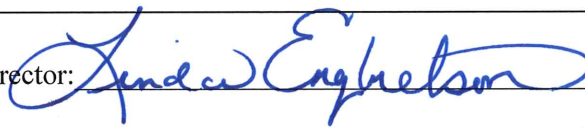
ALTERNATIVE:

Staff can conduct an RFP for auditing services.

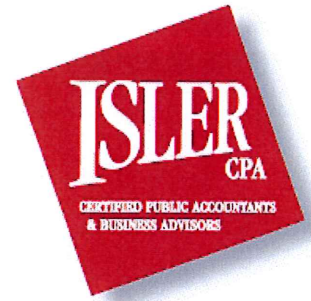
FISCAL IMPACT:

This is an ongoing annual cost to the Agency and \$8,400 has been budgeted in the 2020-2021 approved budget.

Approved by Executive Director: _____



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



1976 Garden Ave.
Eugene, OR 97403
541.342.5161
www.islercpa.com

June 1, 2020

April Clark
Finance Director
City of Warrenton
PO Box 250
Warrenton, OR 97416

Dear April:

We are pleased to submit this proposal to continue to serve as the independent auditor of the City of Warrenton. We are honored to have this opportunity to continue to serve you.

Isler CPA proposes to continue performing the audits or review of the financial statements of the City of Warrenton and Warrenton Urban Renewal Agency. Also, if necessary an audit in accordance with the requirements of the Single Audit Act. Our estimated fees are as follows:

	For the Year Ended June 30,	
	2020	2021
Audit of City of Warrenton	\$ 30,600	\$ 30,600
Drafting of the financial statements	3,400	3,400
Single Audit (amount per major program)	3,400	3,400
Warrenton Urban Renewal (review)	5,000	5,000
Warrenton urban Renewal (audit)	8,400	8,400

Sincerely,

Paul R. Nielson
Member
Isler CPA

JUL 10 2017

WARRENTON URBAN RENEWAL AGENCY

RECEIVED
WARRENTON, OR 97146

CONTRACT FOR PROFESSIONAL SERVICES

This Contract, made and entered into this 24th day of January, 2017, by and between the Warrenton Urban Renewal AGENCY, a municipal corporation of the State of Oregon, hereinafter called AGENCY and ISLER CPA, hereinafter called CONSULTANT, duly authorized to perform such services in Oregon.

WITNESSETH:

WHEREAS, the AGENCY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described, 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 perform services for the Warrenton Urban Renewal AGENCY, as described in the attached Proposal to Perform Audit and Accounting Services For Fiscal Years Ending June 30, 2017, 2018, and 2019 submitted on November 17, 2016, with an option to renew for two more years.
- B. CONSULTANT's services are defined solely by this Contract and not by any other contract or agreement

COMPENSATION

- A. The AGENCY agrees to pay CONSULTANT a not-to-exceed fee of \$\$8,000, \$8,200, and \$8,400 for Fiscal Years ending June 30, 2017, June 30, 2018, and June 30, 2019, respectively for audit services as outlined in the attached PROPOSAL.
- B. If review is required, the AGENCY agrees to pay CONSULTANT a not-to-exceed fee of \$4,900, \$4,950, and \$5,000 for Fiscal Years ending June 30, 2017, June 30, 2018, and June 30, 2019, respectively for review services as outlined in the attached PROPOSAL.
- C. Invoices should be sent to the City of Warrenton Urban Renewal Agency, Accounts Payable, PO Box 250, Warrenton, OR 97146, no later than the 7th working day after the

(F)

end of each billing period in which billing activity occurred. The billing period is from the 1st to the last working day of each month.

2. CONSULTANT IDENTIFICATION

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

3. AGENCY'S REPRESENTATIVE

For purposes hereof, the AGENCY's authorized representative will be Linda Engbretson, AGENCY Executive Director.

4. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Paul Nielson, CPA.

5. AGENCY'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the AGENCY shall furnish to the CONSULTANT access to all relevant information, documents, and reports which is in the AGENCY's possession concerning the finances of the AGENCY.

6. CONSULTANT IS INDEPENDENT CONSULTANT

- A. CONSULTANT's services shall be provided under the general supervision of the AGENCY's project director or his designee, but 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 AGENCY, shall not be entitled to benefits of any kind to which an employee of the AGENCY 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 AGENCY for any purpose, AGENCY shall be entitled to offset compensation due, or, to demand repayment of any amount paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from AGENCY or third party) as result of said

finding and to the full extent of any payments that AGENCY 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 WARRENTON URBAN RENEWAL AGENCY, or any partnership; or corporation in which a WARRENTON URBAN RENEWAL AGENCY 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

AGENCY 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 creditor 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 AGENCY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for AGENCY.

8. ACCESS TO RECORDS

AGENCY 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 AGENCY nor CONSULTANT shall be considered in default because of any delays in completion or 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 AGENCY 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 sums 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

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the AGENCY, 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 AGENCY, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in 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 AGENCY, 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 the WARRENTON URBAN RENEWAL AGENCY, its officers and employees from any and all

liability, settlements, loss, reasonable defense costs, attorney 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 Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

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

15. INSURANCE

Professional Service Contracts are encompassed within the state public contracting law. Therefore, the parties incorporate by this reference the clauses required by the following statutes:

ORS.279B.220 - Conditions concerning payment, contributions, liens, withholding.

ORS.279B.230 - Conditions concerning payment for medical care and providing worker's compensation.

ORS.279B.235 - Condition concerning hours of labor.

16. WORKERS' COMPENSATION INSURANCE

The CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to 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

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 subCONSULTANT 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.

18. PAYMENT OF MEDICAL CARE

CONSULTANT shall promptly, as due, make payment to any person, copartnership, 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

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C sections 201 to 209).

20. USE OF CONSULTANT'S DOCUMENTS

The AGENCY retains all drawings and other documents prepared by the CONSULTANT for the project and shall retain all common law, statutory and other reserved rights, including the copyright.

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the AGENCY 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 the AGENCY 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 the contract.

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

WARRENTON URBAN RENEWAL AGENCY,

Mark Kujala 1/24/17

Mark Kujala, Chair

Date

ATTEST: Dawne Shaw 1/24/17

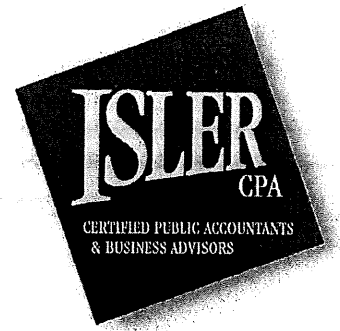
Dawne Shaw, Recorder Pro Tem Date

For : ISLER CPA

Paul R. Niels 2/1/17

Name:

Date



An Independently Owned Member
McGLADREY ALLIANCE



November 17, 2016

April Clark
Finance Director
City of Warrenton
PO Box 250
Warrenton, OR 97416

Dear April:

We are pleased to submit this proposal to continue to serve as the independent auditor of the City of Warrenton. We are honored to have this opportunity to continue to serve you.

Isler CPA proposes to continue performing the audits or review of the financial statements of the City of Warrenton and Warrenton Urban Renewal Agency. Also, if necessary an audit in accordance with the requirements of the Single Audit Act. Our estimated fees are as follows:

	For the Year Ended June 30,		
	2017	2018	2019
Audit of City of Warrenton	\$ 29,200	\$ 29,900	\$ 30,600
Drafting of the financial statements	3,000	3,200	3,400
Single Audit (amount per major program)	3,300	3,400	3,400
Warrenton Urban Renewal (review)	4,900	4,950	5,000
Warrenton urban Renewal (audit)	8,000	8,200	8,400

Sincerely,

Paul R. Nielson
Member
Isler CPA



AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Agency
FROM: Kevin A. Cronin, Assistant City Manager/CD Director
DATE: For the Agenda of June 23, 2020
SUBJ: **Facade Grant Program | Fenton Grocery Building**

The Warrenton Urban Renewal Agency authorized changes to an existing facade grant program to revive and increase applications from eligible business and property owners in early 2019. As a result of the program change, and targeted outreach by city staff, three applications have been completed. One application that has not moved forward is the Fenton Grocery Building at 60 S Main Ave. Weston Roberts requested additional funds over and above the initial authorization of \$10,000. On June 3, a proposal was presented to the Urban Renewal Advisory Committee (URAC) for additional funds to complete a more extensive renovation. The Warrenton Urban Renewal Agency has additional funds available for the program but must be balanced with other budget priorities. The approved budget for FY 20-21 does have funds available, but staff does not have authority within the grant program to award beyond the \$10,000.

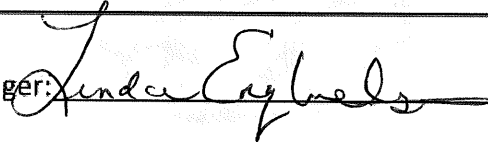
The Fenton Grocery Building is a landmark, mixed use building in downtown Warrenton. It has seven apartments on the second floor that are occupied. A new nanobrewery - Warrenton's first brewery - "Battery 429" - has leased the downstairs commercial space. The proposed scope of work entails an extreme makeover by enhancing the historic aspects and removing non-historic elements. It will provide a major boost to the downtown and hopefully encourage other property owners to participate. Additional URA funds would be leveraged with privately invested matching funds (50/50). There are no other active applications nor are there any expected in 2020 despite multiple attempts at outreach to eligible property owners.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends an increase of \$25,000 for a total of \$35,000 from the URA budget to match the Fenton Grocery application.

Suggested motion: *I move to authorize a one time increase of \$25,000 in URA funds to renovate the exterior of the Fenton Grocery Building.*

Approved by City Manager:

A handwritten signature in cursive script, appearing to read "Linda Engle", written over a horizontal line.

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