

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
February 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**

Police Officer Oath of Office and Badge Pinning Ceremony for new Police Officer Teresa McKee and Promotion of Officer Jim Pierce to Sergeant

5. **CONSENT CALENDAR**

- A. City Commission Meeting Regular Minutes – 1.10.17
- B. City Commission Meeting Regular Minutes – 1.24.17
- C. Parks Advisory Board Minutes – October 2016
- D. Liquor License Application – Amy's Diner
- E. Development Permit Activity – 4th Quarter 2016

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

6. **BUSINESS ITEMS**

- A. Consideration of Committee Applications/Appointments
- B. Consideration of Library Services Memorandum of Understanding
- C. Consideration of Core Conveyance/Ensign Pump Station – Change Order #1

- D. Consideration of Commission Goals 2017-2018
- E. Consideration of Warrenton/VFW Grant Application

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*, and ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

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.

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: February 14, 2017

SUBJ: Police Officer Oath of Office and Badge Pinning Ceremony

SUMMARY

The Warrenton Police Department recently hired Teresa McKee as a full-time police officer and recently decided to promote Officer Jim Pierce to Sergeant. We would like to conduct an Oath of Office and badge-pinning ceremony before the City Commission and officiated by the Mayor.

RECOMMENDATION/SUGGESTED MOTION

N/A

ALTERNATIVE

None.

FISCAL IMPACT

N/A

ATTACHMENTS:

Copy of the Police Officer Oath of Office.

Approved by City Manager:

A handwritten signature in black ink, which appears to read "Lida Engstrom". The signature is written in a cursive style and is positioned over a horizontal line.

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

**City of
Warrenton
Police**



Mathew J. Workman, Chief of Police

Oath of Office Ceremony

- Chief Workman will introduce each officer/reserve individually and either pin the badge on them or introduce who they chose to pin the badge on them.
- Chief Workman will then call for Mayor Kujala to administer the "Oath of Office"

Raise you right hand...

*Do you solemnly swear that you will support
the Constitution of the United States of America,
the Constitution and Laws of the State of Oregon,
the laws and ordinances of the City of Warrenton,
and the Rules and Regulations of the Warrenton Police
Department; and that you will, well and faithfully, discharge
the duties of the office to which you have been appointed,
in and for the City of Warrenton, according to law, and to the
best of your ability.*

Congratulations!

5-A

MINUTES
Warrenton City Commission
Regular Meeting – January 10, 2017
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

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

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

Staff Present: City Manager Linda Engbretson, Police Chief Mathew Workman, Public Works Director Jim Dunn, Finance Director April Clark, Community Development Director Skip Urling, Wastewater Treatment Plant Superintendent Kyle Sharpsteen and Deputy City Recorder Dawne Shaw

OATHS OF OFFICE: Pamela Ackley was sworn into office for City Commissioner, Position No. 1; Henry Balensifer III was sworn into office for City Commissioner, Position No.2 and Thomas Dyer was sworn into office for City Commissioner, Position No. 3, by City Manager Linda Engbretson.

Per City Charter, the Mayor Pro Tem is selected by ballot by the Commission at its first meeting each calendar year. Deputy City Recorder Dawne Shaw read aloud the cast ballots.

- Commissioner Balensifer voted for himself
- Commissioner Ackley voted for Commissioner Balensifer
- Mayor Kujala voted for Commissioner Balensifer
- Commissioner Dyer voted for Commissioner Balensifer
- Commissioner Newton voted for Commissioner Balensifer

By unanimous vote, Commissioner Balensifer was elected Mayor Pro Tem for calendar year 2017.

Mayor Kujala noted the City lost a very important person this past month, referencing City Attorney Hal Snow and noted his service. He proceeded to present and read Resolution No. 2474 in Memorium of Harold Snow, City Attorney. Brief discussion followed.

COMMISSIONER COMMENTS

Commissioner Newton welcomed everyone, and stated he was happy to see so many people at the Town Hall meeting and noted, in regards to the 8th Street dam, the attorney had mentioned possibly using the structure for mitigation. He stated that is not his position, and he is opposed to

using it for mitigation. He wanted the people to understand that was not necessarily the voice of the commission; the attorney was giving options. Mayor Kujala agreed, noting the City's concern is about flood control, flood protection and flood insurance as it was designed to do.

Commissioner Dyer spoke of City Attorney Hal Snow, noting he had known him since he was a kid, and he was a "good man".

Commissioner Balensifer thanked the Commission for vote of confidence and noted there were lot of new faces in the audience and it is an encouraging sign.

Commissioner Ackley commented on 8th street dam and noted the Commission has talked to staff about doing a web page to let folks know what is happening, to be more transparent. She also noted the Way to Wellville is having a forum meeting.

City Manager Engbretson reminded everyone of the joint work session this Thursday with the Planning Commission to talk about development code updates and the comprehensive plan.

Mayor Kujala thanked everyone that participated in Town Hall on Measure 4-181, noting the Commission will continue the discussion at a future meeting with Legal Counsel Chad Jacobs, and to discuss how to proceed, either by ordinance or charter amendment.

Gil Gramson asked to comment on Hal Snow. Mr. Gramson noted he worked with Hal Snow for 37 years and he always said how much he loved this community and would never give up being the City Attorney in Warrenton and he never did.

CONSENT CALENDAR

- A. City Commission Work Session Minutes – 11.22.16
- B. City Commission Work Session Minutes – 12.13.16
- C. City Commission Regular Meeting Minutes – 12.13.16
- D. Library Advisory Board Minutes – 11.16.16
- E. Fire Dept. Activity Report – November 2016
- F. Fire Dept. Activity Report – December 2016
- G. Monthly Finance Report – November 2016
- H. Police Dept. Monthly Statistics – November 2016

Commissioner Newton, Commissioner Balensifer and Commissioner Ackley noted corrections to the Regular and Work Session minutes of 12.13.16.

Commissioner Balensifer made the motion to accept the consent calendar as amended. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

BUSINESS

MINUTES

Warrenton City Commission

Regular Meeting – 01.10.17

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Mayor Kujala opened the Public Hearing on the Exemption of Personal Services Contract for Independent Audit Services. Formalities followed and no conflicts of interest or ex parte contacts were reported.

Finance Director April Clark reviewed her written staff report on the Exemption of Personal Services Contract for Independent Audit Services and explained the details as outlined in the report included in the packet. Ms. Clark stated city staff is very happy with Isler CPA's services and it is a benefit to have an auditor that is familiar with our city and our processes and procedures. Ms. Clark stated there are very few auditors that do this type of service and they were the only response to the RFP. Commissioner Newton asked for clarification on a "single Audit as noted in Section 2. Ms. Clark clarified that a single audit is a separate, additional audit that would be required if you receive federal funds over a certain amount. Ms. Clark stated the city has not had a single audit in a few years but it is possible in the future. Commissioner Balensifer noted for public knowledge that it is hard to be an auditor for public agencies and it is difficult to find auditors to agree to do municipal audits.

Mayor Kujala asked for public comments. No one spoke in favor or in opposition to the proposed exemption. Mr. Scott Widdicombe asked if he heard correctly that people do not want to do these audits. Finance Director April Clark stated there are very few people that do municipal audits because they are complicated. Mayor Kujala gave clarification on who did audits for municipalities in the past. He noted these audits are very complicated and there are very few firms that continue to do municipal audits. There was brief discussion on the length of the contract. Commissioner Balensifer stated for the record that Isler CPA is not requesting this; we are doing this to save time, and to not do fruitless searches for other firms. We have been very satisfied with the services and it makes very little sense to spend the staff time. Mr. Widdicombe asked if we have a record of what we have been paying for these services and it was confirmed. Mayor noted we have been very well served by Paul Nielson of Isler and Associates, who will present the audit report at the next Commission meeting. Brief discussion continued on the quality service Isler CPA has provided. There being no further comments, Mayor Kujala closed the public hearing.

Mayor Kujala clarified it is a 3 year contract with an option to renew for another 2 years.

Commissioner Balensifer made the motion to adopt the findings dated January 10, 2017, as basis for approving the exemption from competition of the personal services contract for annual independent audit services. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

Commissioner Ackley made the motion to award the contract for professional services to Isler CPA for Annual Independent Audit Services beginning with fiscal year July 1, 2016 as per the attached proposal with an option to renew for two more years. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

Public Works Director Jim Dunn presented Resolution No. 2473, Authorizing a Loan from the Safe Drinking Water Revolving Loan Fund and reviewed the details, noting the previous approvals/steps taken. Mr. Dunn noted this loan has 60% loan forgiveness. The discussion continued on the specifics of the project and the cost/loan amount.

Commissioner Balensifer made the motion to adopt Resolution No. 2473, Authorizing the Mayor to execute the financing contract and all other documents necessary to obtain financial assistance from IFA for this project. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

Community Development Director Skip Urling presented a report for determination of nuisance at 25 Alt Hwy 101, Tax Lot 81028AC01102 and reviewed details as outlined in the meeting packet. Mr. Urling noted there are neighbors here who may wish to speak. Nicole Soares said the pictures in packet do not do justice to what they have been enduring. She spoke about the increasing trash, rats, cigarette butts, and stench from the premises. Ms. Soares stated that no one feels safe and they are concerned for the children. She noted it is embarrassing and has progressively gotten worse. Rebecca Herren stated she lives right next door to the nuisance property and stated she has spoken to Mr. Bailey several times about removing the trash. She noted her concerns about safety, health, property damage and mold. Ms. Herren stated she is concerned the issue will continue even after the city cleans up the property. Mayor Kujala noted there are a number of municipal code violations that apply and this is a classic case to why we have nuisance ordinance.

Commissioner Balensifer made the motion to declare that enumerated and unenumerated nuisances exist at 25 Alt Hwy 101, Tax Lot 81028AC01102, and direct staff to commence actions to notify the resident and owner of record to abate the nuisances within 10 days as prescribed in WMC 8.16.160. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

Commissioner Balensifer clarified the steps taken after declaring a nuisance.

Community Development Director Skip Urling presented a report for determination of nuisance at 1058 NW Warrenton Drive, Tax Lot 81016A000600, noting the city has been watching this for a while. Mr. Urling stated a photograph was delivered to City Hall of the nuisance and noted this is a chronic problem with this person at previous residences. He noted he talked to the owner who will discuss with the tenant and assist with the problem. The tenant (Robert Bork) appears to be running a scrap business, noting the parked vehicles are a traffic/safety hazard and neighbors have complained.

Commissioner Ackley made the motion to declare that enumerated and unenumerated nuisances exist at 1058 NW Warrenton Drive, Tax Lot 81016A000600, and direct staff to commence actions to notify the owner of record to abate the nuisances within 10 days as prescribed in WMC 8.16.160. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

Brief discussion continued on the nuisance property and the steps that will be taken, noting the "enumerated and unenumerated" addition will prevent the need to come back to the Commission for future nuisances with Mr. Bork. Commissioner Balensifer asked the record to show the consensus of the Commission on that issue.

Mayor Kujala noted we have received one application for the Library Advisory Board from Eileen Purcell and outlined the application details.

Commissioner Balensifer made the motion to appoint Eileen Purcell to Position No. 4 on the Community Library Board. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

Brief discussion continued on remaining board vacancies.

PUBLIC COMMENT –

Gil Gramson spoke briefly about City Attorney Hal Snow and also congratulated the Public Works Director on getting the IFA grant for the water lines. He thanked Commission for having the Town Hall meeting on Measure 4-181 and clarified the intent of the charter amendment noting it still allows the City to carry on as usual unless selling or trading a large asset, in which the citizens want the right to vote on it.

Scott Widdicombe asked for clarification on the position of Deputy Mayor (Pro tem) and how tied votes are handled. Mayor Kujala clarified what constitutes a quorum and noted a tied vote makes the issue dead.

George Warren commended the Commission on holding the Town Hall meeting noting it was beneficial and exhibits the desire to meet the public half way. He noted the attempts to resolve the problems are commendable. Mr. Warren also voiced his concern over comments made on the issue of Tansy Point. Mayor Kujala noted the Commission wants an open door to proposals and to have transparent discussions in public and to have public input.

There being no further business Mayor Kujala adjourned the regular meeting at 7:06 p.m.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

5-B

MINUTES
Warrenton City Commission
Regular Meeting – January 24, 2017
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Kujala called the meeting to order at 6:22 p.m. and then led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Linda Engbretson, Police Chief Mathew Workman, Public Works Director Jim Dunn, Finance Director April Clark, Fire Chief Tim Demers, Library Site Manager Nettie-Lee Calog, Wastewater Treatment Plant Superintendent Kyle Sharpsteen, Police Officer Robert Wirt and Deputy City Recorder Dawne Shaw

COMMISSIONER COMMENTS

Commissioner Newton welcomed everyone and stated he was curious why everyone is here to listen to an auditor. He also noted he thought it was interesting to see in the paper that a "pot friendly" RV park will be opening in Medford.

Commissioner Dyer thanked everyone for being here and stated he is new to Facebook and has noticed a lot of positive posts and comments and reminded everyone to make it a habit to accentuate the positive and not the negative.

Commissioner Balensifer noted it was informative to listen to Bill Wyatt from the Port of Portland. He stated he was happy to see a new restaurant will be opening by Shilo and noted their liquor license application on the consent calendar. City Manager Engbretson stated the application will be tabled in order to finish the full review. Commissioner Balensifer also requested the Commission approve travel to Salem for City Day at the Capitol. Brief discussion followed and the Commission came to a consensus to approve travel.

Commissioner Ackley welcomed everyone and gave an update on the Warrenton-Hammond Healthy Kids, noting they are moving forward with the SAMHSA Grant that was received in September for Juvenile Substance abuse. She stated they are working with the administrator the coalition intends to hire to implement the program and there will be more information to follow.

City Manager Engbretson noted the goal setting meeting, stating it was good to hear from staff and talked about the suggestion to use Facebook to improve city communication to the public.

Mayor Kujala stated the Walmart ground breaking has been postponed again, possibly until spring. He noted he participated in a conference call on levee assistance and the discussion on the bills that will be going before the legislature. He stated he will attend in support of the \$10,000,000 - \$11,000,000 to be set aside for levee projects and levee certification. Mayor Kujala stated he enjoyed the Port of Portland presentation and also noted the good discussion at the goal setting work session, noting the need to clearly define the goals and make them attainable.

Commissioner Balensifer suggested moving agenda item B up to the first item of business.

- A. Commission Work Session Minutes – 1.10.17
- B. Finance Dept. Monthly Report – December 2016
- C. Liquor License Application – Amy’s Diner
- D. Police Dept. Monthly Statistics – December 2016
- E. Police Dept. 2016 Statistics Review

Commissioner Balensifer made the motion to accept the consent calendar with the removal item C. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

BUSINESS

City Manager Linda Engbretson stated the City has received applications from Rebecca Hoth for the Budget Committee, Position No. 1, and from Rebecca Herren for the Community Library Board, Position No. 6. She also noted additional applications were received this week and will be on the next agenda. Commissioner Balensifer requested that the applicants introduce themselves. Rebecca (Becky) Hoth introduced herself and stated she moved to Warrenton 3 years ago. She stated she has a lot of experience in budgeting and has managed facilities around the world. Commissioner Balensifer asked why she wants to be on the Budget Committee and Ms. Hoth explained that she is fascinated with numbers and as a tax payer likes to know where the money goes.

Rebecca Herren introduced herself and stated she is interested in being on the Library Board as reading and publishing has been her life. She noted she would like to see new programs and with her publishing experience feels she can provide initiative to see the programs grow. Brief discussion continued and Commissioner Balensifer noted both applicants' experience and credentials are worthy of the boards they applied for.

Commissioner Balensifer made the motion to appoint Ms. Rebecca Hoth to Position No. 1 on the Budget Committee and Ms. Rebecca Herren to Position No. 6 on the Community Library Board. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

MINUTES

Paul Nielson of Isler CPA presented the financial statements and audit results for the period ending June 30, 2016 and reviewed the Power Point print outs provided to the Commission. He noted this information is now required to report when doing an audit and proceeded to explain the details of the print out. Brief discussion continued on the budget and depreciation. Mr. Nielson noted the city is on good footing with no concerns for the future.

Library Site Manager Nettie-Lee Calog presented Resolution No. 2475; Approving and Adopting Increases to the 2016/2017 Budget by Increasing Appropriations for Unanticipated Revenues. Ms. Calog noted the Warrenton Community Library received a grant from the Clatsop County Cultural Coalition in the amount of \$600.00 for the purchase of Spanish language books and Hispanic heritage books. Commissioner Balensifer noted the grant is great with our growing Hispanic population.

Commissioner Balensifer made the motion to adopt Resolution No. 2474, *Approving and Adopting Increases to the 2016/2017 Budget by Increasing Appropriations for Unanticipated Revenues*. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

Harbor Master Jane Sweet discussed the removal of the concrete docks located in the Hammond Marina which were received from Bergerson Construction's destruction of the docks at the Port of Everett. The docks were estimated to have been installed in the Port of Everett in the 1970's. Ms. Sweet explained due to age and the lack of light transparency, they would like to remove the concrete docks in the Hammond basin to allow more room for vehicle parking. She stated it would not be cost effective to use the 40 year old docks in the future updating of the Hammond Marina. The discussion continued on options for disposal.

Commissioner Dyer made the motion to accept the disposal of the concrete docks received from Bergerson Construction/the Port of Everett. Removal will be done at no charge to the city by interested private parties. Motion was seconded and passed unanimously.

Kujala – aye; Balensifer – aye; Ackley – aye; Dyer – aye; Newton – aye

PUBLIC COMMENT –

Scott Widdicombe stated he wanted to give a "shout out" to the city, and noted as a former California resident his property taxes were much higher for a house half the size of what he currently owns in Warrenton, and also noted the higher taxes he paid in Lane County. Mr. Widdicombe noted the incredible job done by the Urban Renewal Agency, the Planning Commission and the City Commission, and congratulated them for doing an extraordinary job.

Robert Wirt gave an update on the Warrenton Police K9 program, noting last week there was a large donation from Lylla Gaebel, in memory of her late husband Jim Gaebel, who was an officer for the City of Warrenton for many years. Ms. Gable also pledged to buy the bullet proof vest for the dog and pledged another \$1,000 match for the next \$1,000 raised. Officer Wirt stated

MINUTES

Warrenton City Commission

Regular Meeting – 01.24.17

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they currently have \$8,000 - \$9,000 in donations and noted he is planning an auction dinner; which will be a NY Steak dinner, cooked by him, with items for auction. He stated the trainer is looking at a couple of dogs and hope to have one by mid to late February and start training in late May. Brief discussion continued on the breed of dog. Officer Wirt stated he has received a \$200 donation from New Jersey noting a local boy told his NJ grandparents that he wanted to donate his Christmas money to the Warrenton K9 program.

Bert Little gave an update on the VFW memorial statue and asked the Commission to write a letter to the VFW stating they own the property where the monument will be placed. He stated they are finished writing the grant, which will be reviewed and then sent in to the grant committee. City Manager Engbretson noted the city needs to review the grant before it gets sent out. It was noted a letter of support will also be included. Mr. Little discussed the anticipated cost to build the statue and how much money has been raised. He noted this project was started over 17 years ago. Brief discussion continued on the location and dimensions of the monument and Mr. Little noted the total height is over 13 feet. He stated in the future the VFW would like to put in security cameras.

There being no further business Mayor Kujala adjourned the regular meeting at 7:20 p.m.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

5-C

MINUTES
Warrenton City Parks Advisory Board
October 17, 2016, 4:00P.M.
Warrenton City Hall, Commission Meeting Room
225 S. Main Ave, Warrenton.

Pledge of Allegiance

Parks Advisory Board Attendees: Bert Little, Board Chairman, Carol Snell, Craig Yamasaki, Christie Schreckengost and Chris Palmer

City Staff: Jim Dunn, Public Works Director, Craig Walter, Public Works Foreman, Nancy Claterbos, Public Works Secretary

1. Minutes of October 17, 2016 **Minutes approved.**
2. **Board Member Comments**
3. **Reports**
 - a. Northwest Coast Trails Coalition Tessa Scheller **NOT IN ATTENDANCE**
 - b. Parks Maintenance Craig Walter **The USCG Alert Crew may be able to assist the City with repairs and improvements to the parks. They may be able to install the Field 4 fence and remove the retaining blocks. One park can is missing from the dog park. There is still discussion of the disposition of the Library Playground when the Library moves. The tennis courts at QBRP have been crack filled and the seal coating and line painting will be done in the spring.**
 - c. Community Gardens **The Hammond Community Garden patron, Ferne Berg passed away.**
4. FYI Correspondence **NO ACTION TO BE TAKEN***
 - a. ***This information is made available for your general knowledge and in the event that any of it should be useful in future decision making. Please review. NO DISCUSSION**
5. **ACTION: RECOMMENDATION TO CITY COMMISSION**
6. **Old Business**
7. **New Business**
 - a. **Possible Intergovernmental Agreement with USCG to complete projects. The city will look into this.**
8. **Public Comment**

Meeting adjourned 515pm.

Date of Next Meeting, January 9, 2017, 4:00P.M.

***NOTE: A quorum (4 board members) is required by City Ordinance 1118-A**

Submitted by Nancy Claterbos, City of Warrenton Public Works Secretary

cc: **Linda Engbretson, City Manager Pro tem**
Jim Dunn, Public Works Director
Skip Urling, Community Development Director
City Commission

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OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

ORIGINAL ^{5-D}

Application is being made for:

LICENSE TYPES

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

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 1/17/2017

90-day authority: Yes No

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

- ① HSH Properties, LLC ③ _____
- ② _____ ④ _____

2. Trade Name (dba): Amy's Diner

3. Business Location: 1605 East Harbor Drive Warrenton Clatsop Oregon 97146
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 1632 Wailea Ct Medford OR 97104
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: _____
(phone) (fax)

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

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

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

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

11. Contact person for this application: Daniel Baltes _____
(name) (phone number(s))
1632 Wailea CT _____
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

- ① [Signature] Date 1-16-17 ③ _____ Date _____
- ② _____ Date _____ ④ _____ Date _____

CITY OF WARRENTON
FINANCE DEPT

JAN 17 2017

RECEIVED
WARRENTON, OR 97146

5-E

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Skip Urling, Community Development Director
DATE: For Agenda of February 14, 2017
SUBJ: Development Permit Activity—4th Quarter 2016

Handwritten initials in blue ink, possibly 'SU', located to the right of the 'FROM' line.

SUMMARY

Attached is a summary of land use permit and building permit activity in the last quarter of 2016.

RECOMMENDATION/SUGGESTED MOTION

None

ALTERNATIVE

None recommended

FISCAL IMPACT

Not applicable.

Approved by City Manager: 

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

LAND USE APPLICATIONS 10/2016 – 12/2016

Partitions

LP-16-1 Clatsop County (Michael Summers)

Site Design

SDR-16-6 Pacific Seafoods

Subdivision

SUB-16-1 Sandworks
SUB-16-2 Ben Johnson
SUB-16-3 Warrenton Fiber

Variance

V-16-2 Ron Dyer
V-16-5 Sandworks (length of street)

Conditional Use

CUP-16-1 Bens Computers
CUP-16-2 Gronmark

Modification of Conditions

MC-16-1 Rickenbach Const.

Lot Line Adjustment

LL-16-6 Magyar Land Surveying LLC.

Development Code Revision

DCR-16-2 Vacation rental dwelling

Street Vacation

VS-16-1 Ken Yuill

Sign

SIG-16-6 Panda

LUCS

LUCS-16-10 North River Homes
LUCS-16-11 Pacific Seafoods
LUCS-16-12 Pacific Seafoods DSL lease application

BUILDING PERMIT APPLICATIONS 10/2016 – 12/2016

Walmart	1 triplex
Pacific Coast Seafood	1 duplex
1 four plex	1 single family residence

6-A

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, Deputy City Recorder

DATE: February 14, 2017

SUBJ: Committee Applications/Appointments

SUMMARY

We currently have one vacancy on the Warrenton Community Library Board, Position No. 7. We have received three applications for this position; from Ms. Dawn Delacey, received 1/19/17, Mr. Dugan Jennings, received 1/25/17 and Ms. Terry Webber, Received February 6, 2017.

RECOMMENDATION/SUGGESTED MOTION

I move to appoint _____ to Position No. 7 on the Community Library Board.

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:

Jude Engstrom

Rec'd 1/19/17

"Making a difference through excellence of service"



CITY OF WARRENTON

Application for Committee Appointment

To: Warrenton City Commission and Warrenton City Manager

I, Dawn Delacey, hereby apply for appointment to serve on the following:

- Budget Committee
- Community Center Board
- Parks Advisory Committee
- Planning Commission
- Warrenton Business Association
- Warrenton Community Library Board
- Warrenton Urban Renewal Advisory Board

What is your interest in applying for this position?

I live in Warrenton and would like to be more involved with the community.

What experience or qualifications do you have for this position?

I am an Ambassador with the Astoria Warrenton Chamber of Commerce - going on 2 yrs. I serve on the Volunteer Management Committee

How much time could you give to serving on this committee?

Weekly Monthly Quarterly

Dawn Delacey 1-19-2017
Full Name (please print) Date

Rec'd 1/25/17

"Making a difference through excellence of service"



CITY OF WARRENTON

Application for Committee Appointment

To: Warrenton City Commission and Warrenton City Manager

I, DUGAN JENNINGS, hereby apply for appointment to serve on the following:

- Budget Committee
- Community Center Board
- Parks Advisory Committee
- Planning Commission
- Warrenton Business Association
- Warrenton Community Library Board
- Warrenton Urban Renewal Advisory Board

What is your interest in applying for this position?

THE LIBRARY USED TO BE A PART OF EVERY FAMILY. NOW - TOO SMALL - KIDS DON'T USE - LOUSY HOURS OF OPERATION.

What experience or qualifications do you have for this position?

CONCERNED WARRENTON RESIDENT - 5 YEARS - LOVE THE CITY. PROACTIVE VS REACTIVE

How much time could you give to serving on this committee?

Weekly Monthly Quarterly

DUGAN ARTHUR JENNINGS 1/22/17
Full Name (please print) Date

"Making a difference through excellence of service"



CITY OF WARRENTON

Application for Committee Appointment

CITY OF WARRENTON
FINANCE DEPT

FEB 06 2017

RECEIVED
WARRENTON, OR 97146

To: Warrenton City Commission and Warrenton City Manager

I, Terry Webber, hereby apply for appointment to serve on the following:

- Budget Committee
- Community Center Board
- Parks Advisory Committee
- Planning Commission
- Warrenton Business Association
- Warrenton Community Library Board
- Warrenton Urban Renewal Advisory Board

What is your interest in applying for this position?

I have a life-long love of books & libraries. I believe books are essential to a community and educating children.

What experience or qualifications do you have for this position?

I have served on a local small town library board as well as the library board for Roseburg, OR. district for Douglas County.

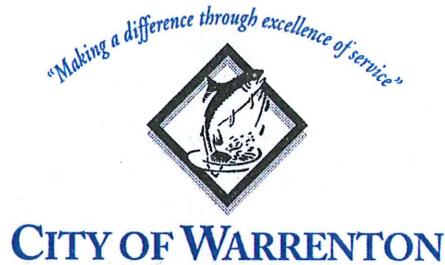
How much time could you give to serving on this committee?

Weekly Monthly Quarterly

Terry Ann Webber

2-2-2017

6-B



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Nettie-Lee Calog

DATE: February 14, 2017

SUBJ: MOU BETWEEN CLATSOP COUNTY AND CITIES OF ASTORIA, SEASIDE
AND WARRENTON FOR COOPERATION IN THE PROVISION OF
LIBRARY SERVICES

SUMMARY This agreement, which the city has signed before, allows all three cities to work with the county to provide library services to underserved youth in Clatsop County

RECOMMENDATION/SUGGESTED MOTION

I move to authorize the Mayor's signature on the Memorandum of Understanding Between the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services.

ALTERNATIVE

N/A

FISCAL IMPACT N/A

Approved by City Manager: Linda Engelson

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
CLATSOP COUNTY AND THE CITIES OF ASTORIA, SEASIDE, AND
WARRENTON
FOR COOPERATION IN THE PROVISION OF LIBRARY SERVICES**

This Memorandum of Understanding (Agreement) is between the Cities of Astoria, Seaside and Warrenton, municipal corporations of the State of Oregon, and Clatsop County. Each city has a library and by this Agreement will cooperate in the provision of library services within Clatsop County. This Agreement is effective for three years from this date on _____, 2017.

Findings

- A. The cities and County each have the legal authority to enter into this Agreement.
- B. The cities and County have legal authority under ORS Ch. 190, to enter agreements for intergovernmental cooperation for the performance of any function that one party to the agreement has the authority to perform.
- C. The cities each have Library Directors who are authorized to implement and administer this Agreement.
- D. The cities and County each deem it in the best interests of each governmental entity to cooperate in the provision of library services according to the following terms and conditions:

Agreement

- 1. Patrons of any of the three libraries will have the right to borrow materials from all three libraries' circulation collections using interlibrary loan. Each city will maintain its own collections and continue to fund library services at no less than the current level. The cities will continue to strive for parity of services.
- 2. Together, each city will provide library cards for all children ages 0-19 residing in Clatsop County. Each child may sign up for a library card at the library closest to their residence.
- 3. The cities will jointly plan and operate a summer reading and library outreach program for children in Clatsop County in cooperation with the local school districts where feasible.
- 4. The County and cities agree to the importance of an independent Libraries Reading Outreach in Clatsop County 501c3 (formed in 2016), whose purpose is the on-going funding support of the reading outreach program.

5. This Agreement will be administrated and implemented by the Library Director of each city in agreement with the county manager.

6. The cities will annually review this Agreement and if desired, perform a cost analysis of the library services covered.

7. The County will support services with publicity and other support as appropriate.

7. Any city and/or the County may terminate this Agreement with no less than 180 day written notice to each of the other entities.

8. Notices under this Agreement may only be given in writing by personal delivery or mailing, postage prepaid as certified mail, to the addresses below, or such other address as provided by any party. Any notice so addressed and mailed is deemed received five days after date postmarked.

City of Astoria: Library Director.
Astoria, OR 97103

City of Seaside: Library Director
Seaside, OR 97138

City of Warrenton Library Director
Warrenton, OR 97146

Clatsop County Clatsop County Manager
Astoria, OR 97103

9, As permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution each city and the County agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, actions, and suits (including attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each city and the County is responsible for the acts, omissions, or negligence of its own officers, employees, and agents.

10. Each city agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

11. Each city and the County agrees to give the other entities immediate written notice of any legal action filed or any claim made against it that may result in litigation in any way related to this Agreement.

12. This Agreement may be amended by mutual agreement of the three cities and the County. Any amendment must be in writing, must refer specifically to this Agreement, and becomes effective when executed by all three cities and the County.

13. This document contains the entire agreement between the cities and the County on this subject.

14. If any one or more of the provisions of this Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of its remaining provisions is not affected or impaired.

15. By signature below, the cities and the County certify that the individuals listed in this document as representatives are authorized to act to bind their city to this Agreement.

16. This Agreement may be executed in counterparts and any one of which will constitute the agreement between the cities.

The cities have executed this Agreement by the dates and signatures set forth below.

City of Astoria

City of Seaside

City of Warrenton

Clatsop County Manager



CITY OF WARRENTON
PUBLIC WORKS

Agenda Item 6-C

Agenda Item Memorandum

TO: The Honorable Mayor and Members of the Warrenton City Commission
Linda Engbretson, City Manager

From: Collin Stelzig, City Engineer

Date: February 7, 2017

Subj: **Core Conveyance/Ensign Pump Station - Change Order #1 -**

Summary:

On October 25, 2016 the above Project was awarded to Big River Excavation (BRE). Otak, Inc. has provided construction management services for this project, and DEQ has provided funding, through the City of Warrenton.

Big River has worked diligently to advance your Project. They are requesting your consideration of a Change Order #1 for additional work and materials that have been added. Big River has encountered difficulties with unknown underground issues, thus the reason for the change order. The other 5 bidders no doubt would have encountered these same issues. Big River has provided back-up for each of the items in the change order. (See attached.)

Otak, Inc has provided the appropriate form for Change Order #1 and a Narrative to add detail to the change order. We have carefully reviewed each item and recommend this change order as necessary to the project.

Project Financial Status:

Project Engineer's Est.	\$1,600,000.00	(From bid tabulation)
Second Lowest Bid received	\$1,412,272.00	(R&G, one of 6 bids rec'd.)
Project Awarded to BRE	\$1,247,655.00	(Low Bid – BRE)
<u>Change Order #1</u>	<u>\$ 50,350.95</u>	(adds 15 days to project)
Project Cost with Change Order	\$1,298,005.95	(Date to finish: May 10, 2017)
Percentage of increase	4.04%	

Attached to this Commission Memo is the Change Order, Otak Narrative, and Big River back-up information.

Recommendation

Staff recommends the following motions;

“I move to approve the Change Order #1 in the amount of \$50,350.95 to Big River Excavation.”

Alternative

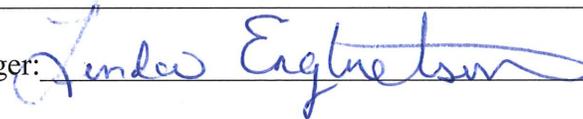
- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

Fiscal Impact

Funding from Sewer Capital Reserve Fund – Loan R94944

CIP – Core Conveyance/Ensign Pump Station - 038-430-620011

Approved by City Manager:

A handwritten signature in blue ink, reading "Jendaw Engstrom", is written over a horizontal line. The signature is cursive and includes a long horizontal stroke at the end.



4253-A Highway 101 N • seaside, oregon 97138
503.738-3425 • fax 503.738-7455
www.otak.com

From: Otak, Inc.
To: Collin Stelzig, PE, City Engineer
Date: February 6, 2017
Purpose: **Narrative to submit Change Order #1 for the SE Ensign PS and Core Conveyance Improvements Project.**

The following **individual items make up Change Order #1** for the project and come as a result of regular, scheduled construction meetings, held weekly, typically on Thursdays at 1:00 PM. This narrative is provided as a courtesy to Public Works and City Officials, to encapsulate and add understanding as to why each of the items is necessary to the project. These meetings, where the project is discussed, are held at Public Works or the Commission Chambers at Warrenton City Hall. Officials from the City and Public Works are always welcome to sit in.

Item #1 – Potholing (Bid Item #3)

The existing underground utilities were difficult to locate, even with pre-markings on the surface. In some cases, 2-3 potholes had to be made in the same general area. It was critical that the existing utilities be located so as to avoid expensive damage to the individual utility as the new force main was laid.

Otak was on-site and agree with this additional charge. The additive change to the contract is \$4,816.00.

Item #2 – Trench Stabilization (Bid item #12)

The requirement for geotechnical investigation was placed on the Contractor. The project has approximately 4,755' of trenching required for the force main. The trench excavation and the Geotechnical report by Terricon revealed that much of the subgrade would need to be stabilized, by the use of trench stabilization. The bid quantity was 31 Cubic Yards, (CY). Further, additional trench stabilization is required by the Terricon geotechnical report under the vaults, wet-well and manholes. The estimated quantity required for trench stabilization, pump station base, vaults and manholes is an additional 325 CY. The additive change to the contract is \$14,625.00.

Item #3 – Creosote Spoils (BR #4)

All of the force main construction alignment plans show that the contractor has been advised of woody debris within the trench alignment. The contractor can wastehaul this material to their own dump site. However, when it comes to creosote debris, that must go to the Trails End Recovery Center, which has tipping fees. (See haul/tipping records attached) The additive change to the contract is \$4,949.07.

Item #4 – Trench Plating – required by NW Natural Gas (BR #5)

During the design of the force main along First St, we encountered 2-NWN Gas mains, just off the north edge of pavement.

integrated design = smart solutions

The design called for a 10' horizontal clearance from the Gas mains to the sewer force mains. During the time between the bid and preparing for construction, NWN Gas had a very public accident in Portland.

So these two gas mains received extraordinary consideration from the Gas company. When we met on site to review safety practices during construction, NWN Gas required that the AC/Shoulder area over the gas mains, have plates to limit the amount of flex in their force mains from construction equipment installing the new sanitary sewer force main. The attached backup shows the costs incurred by Big River. The additive amount to the contract is \$4,862.13.

Item #5 – Potholing Extra

The design for the sanitary sewer force main (ssfm) was created using current EQ regulations for pipe clearances and cover. During the excavation for the ssfm, the water main was determined to be closer to the surface than originally thought. Since the new ssfm crossed over the existing water main, it required immediate DEQ coordination. The project was stopped briefly to allow us to discuss with DEQ. Their requirements are stringent in this situation to protect public health. They required that we re-dig a small portion of the alignment of ssfm that was previously laid, and to re-align the ssfm so that it crossed the water main in the proper location. The crossing was aligned properly and filled with a low-yield concrete to protect both lines.

Otak concurs with this additional work. The additive change to the contract is \$1,180.40.

Item #6 – Additional 12" work pad per Geotechnical

The requirement for geotechnical investigation was placed on the Contractor. The investigation was generally for the horizontal directional drilling area and the pump station site itself. The materials immediately below the surface required a greater amount of rock to stabilize during construction. Typically a construction work pad is 6" of crushed rock, and the project specifications reflected that. Terricon, the Geotechnical Engineers are requiring an additional 1.0' of crushed rock, making a total of 18".

Otak has reviewed the geotechnical information and concurs with this requirement for additional rock. The additive change to the contract is \$5,676.66.

Item #7 – ¾"-0" in place of unsuitable fill

The plans as designed considered using native trench spoils as fill, as a cost savings to the project. This was a result of placing the alignment along what was perceived to be an old railroad grade. However, as the excavation proceeded, the natural soils did not appear to be suitable for backfill. The contractor added additional rock as a substitute for for organic spoils.

We have observed the installation of the pipeline and agree that the native soils are inadequate for fill. Otak has reviewed this request and concurs with this additional rock fill. The additive change to the contract is \$11,365.70.

Item #8 – Wood, Timbers, Unknown material in trench alignment

We anticipated that the Contractor would find some woody debris along the pipe alignment. However, when the woody debris turned in to timbers, creosote timbers, metal from what appears to be an old industrial air compressor receiver and pipeline, the contractor asked for assistance in paying for the hauling and tipping charges. These are detailed carefully in the back-up information provided by the Contractor. We have observed this material as it comes out of the trenches.

We can concur with the material removal, hauling and tipping fees. The additive change to the contract is \$647.11.

Item #9 – Trenching, uncovered broken culvert, City supplied parts

At or near Station 5+25, near the Warrenton Marina offices, the contractor in the course of his work, discovered that the City had a broken culvert. The contractor notified the City. Craig Walters brought over repair parts for the culvert, and the contractor repaired the culvert.

We can concur with this repair. The additive change to the contract is \$261.43.

Item #10 – Unknown Utility, storm drain

As the pipe alignment installation progressed toward the proposed pump station, an unknown storm drain was encountered. This utility was never marked or understood to be in the alignment. However, this required Otak to stop force main construction and notify the City, which was done. Further, it required that we modify the alignment to get over this storm drain, and then backfill the culvert area with control density backfill or CDF.

We can concur with this alignment revision and the work. The additive change to the contract is \$1,230.71.

Item #11 – Two additional eccentric reducers

During the submittal review process, the pump supplier recommended the use of eccentric reducers to mount on the discharge side of the pumps. This requirement was unknown at the time of design. The contractor has provided the required backup information.

We can concur with this modification of the piping. The additive change to the contract is \$736.74.

The total for these revisions and materials is incorporated into this Change Order #1. The amount is \$50,350.95.

This is only an estimation of actual and potential costs to this date. Otak will continue to manage the project in an efficient and careful manner, but we cannot guarantee final costs.

Otak appreciates this opportunity to serve the City of Warrenton/JGF.

CHANGE ORDER #1 IS MADE UP OF ITEMS #1-#11

16046 Updated -Big River Construction CM Master Worksheets

(16)

16 Bid Item #3 Pothole

1 Is

CO #1 - ITEM 1

Sub & Misc.:

Bid Item #3 Pothole

Quant

Unit

Unit Price

Total

28

ea

\$ 172.00

\$ 4,816.00

sub total

\$ 4,816.00

NOTES: Bid Item #3 - Pothole

Total

\$ 4,816.00

15 Bid Item #12 Trench Stabilization

1 Is

CO #1 - ITEM 2

Sub & Misc.:

	Quant	Unit		Unit Price	Total
Bid Item #12 Trench Foundation Aggr.	325	cy	*	\$ 45.00	\$ 14,625.00
sub total					\$ 14,625.00

NOTES:	Bid Item #12 - Trench Foundation Aggregate
---------------	--

Total \$ **14,625.00**

CO #1 - ITEM 3

4 Creosote Spoils

	1	Is			
Material:	Quant	Unit		Unit Price	Total
Dump Fees(creosote)	1	ls	*	\$ 2,291.02	\$ 2,291.02
3/4"-	28	tons	*	\$ 13.90	\$ 389.20
				sub total	\$ 2,680.22
Equipment:	Quant	Unit		Unit Price	Total
Excavator JD 135	5	hrs	*	\$ 79.05	\$ 395.25
				sub total	\$ 395.25
Labor:	Quant	Unit		Unit Price	Total
Operator	5	hrs	*	\$ 60.94	\$ 304.70
Laborer	10	hrs	*	\$ 43.67	\$ 436.70
Supervisor	1	hrs	*	\$ 61.67	\$ 61.67
				sub total	\$ 803.07
Sub & Misc.:	Quant	Unit		Unit Price	Total
Solo Dump Truck	5	hrs	*	\$ 85.00	\$ 425.00
				sub total	\$ 425.00

NOTES: Creosote spoils and creosote timber removal in trench line. Hauled contaminated material to Trails End Recovery backfilled excess voids in trench line due to sloughing after removal of creosote material.

percent 15.0%
Total \$ 4,949.07



Dump Truck Haul Sheet

30864

Ld	Material	From	To	Load Time	Dump Time	Yds/Tons
1	Spoils	NE 5th ST	Colonn Dump	9:24	10:00	12 yds
2	3/4"	Trailer yard	5th ST	10:22	11:34	12 yds
3	Spoils ^{road}	5th ST	Trails End Colonn Dump	11:34	12:15	12 yds 12 yds
4	3"	Trailer yard	5th ST	12:34	1:02	12 yds
5	Spoils	5th ST	Colonn Dump	1:22	1:55	12 yds
6	"	"	"	3:00	3:35	"
7	3/4"	Trailer yard	5th ST	3:51	4:25	12 yds
8	"	"	"	4:43	5:01	12 yds
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						

Date: 12-15-16

Job #: 16046

Trucking Co & Truck #: BRE 60

Driver: Ron Cathcart

Start Time: 9:15

Stop Time: 5:15

Total Hours: 8

Driver Signature: *R. Cathcart*

Accepted By:

All for hire trucks must have this sheet approved by the site foreman. All payments will be made from this sheet only

TRAILS END RECOVERY
- creative recycling solutions -



Custom Excavating
By Dean Larson, Inc.

and

2060 S.E. Airport Lane • Warrenton, OR 97146
Office: 503-861-6030 Fax: 503-861-4341

ID 1.

GROSS 41740 lb INBOUND

12/15/2016 12:12PM

ID 1.

GROSS 41740 lb RECYCLED

TARE 22520 lb

NET 19220 lb

12/15/2016 12:13PM

16046

Company Name: Tig River

Material: C4D (recsate) yds _____ tons 7.41

To / From: _____

Hauler: _____

Signature: R. G. Groat

60946



Dump Truck Haul Sheet

30757

Ld	Material	From	To	Load Time	Dump Time	Yds/Tons
1	Spills	jobsite	Column A	9:45	10:25	12y
2	3/4"	trailer town	jobsite	10:45	11:50	12y
3	Spills	jobsite	trails end	11:50	12:35	12y
4	3/4"	trailer town	jobsite	12:45	2:00	12y
5	Spills	jobsite	Column A	2:05	2:30	12y
6				3:50	4:30	
7	3/4"	trailer town	jobsite	4:45	5:00	12y
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						

Date: 12-15-16

Job #: 100046

Trucking Co & Truck #: BRE
2y

Driver: Morgan Mellor

Start Time: 9:15

Stop Time: ~~5:00~~ 5:00

Total Hours: 7.75

Driver Signature:

Accepted By:

All for hire trucks must have this sheet approved by the site foreman. All payments will be made from this sheet only

TRAILS END RECOVERY

- creative recycling solutions -



Custom Excavating

By Dean Larson, Inc.

and

2060 S.E. Airport Lane • Warrenton, OR 97146

Office: 503-861-6030 Fax: 503-861-4341

TO 1.

GROSS 54760 lb INBOUND

12/15/2016 12:36PM

TO 1.

GROSS 54760 lb RECYCLED

NET 29000 lb

12/15/2016 12:41PM

Company Name: Five River

Material: Crosscut 1/2 pulk yds _____ tons 14.53

To / From: _____

Hauler: _____

Signature: [Signature]

60947



Custom Excavating
By Dean Larson Inc.

&



TRAILS END RECOVERY

— creative recycling solutions —

2060 SE Airport Lane Warrenton, OR 97146

Bill To
Big River Excavation Attn: Accounts Payable 1050 Olney Avenue Astoria, OR 97103

COPIED

Invoice

Date	Invoice #
12/16/2016	16873
Due Date	Terms
1/15/2017	Net 30

Date	Item	Description	Ticket #	Tons/Yards	Amount
12/15/2016	C & D- Over 1,000 lbs	Disposal-Creosote and Dirt	60946	9.61	893.73
	C & D- Over 1,000 lbs	Disposal-Creosote and Dirt	60947	14.53	1,351.29

We appreciate your business! An annual interest rate of 18% will be due on all past due invoices.			Total	\$2,245.02
Phone #	Fax #	E-mail	Payments/Credits	\$0.00
503-861-6030	503-861-4341	customex.trailsend@gmail.com	Balance Due	\$2,245.02

INVOICE # 16883 → + 46.00
2291.02



Dump Truck Haul Sheet

30841

Ld	Material	From	To	Load Time	Dump Time	Yds/Tons
1	Spalls	STN	Column A	8:15	10:00	12 yds
2	Spalls	STN	Column A	10:15	11:00	
3	3/4 D	Trailer yard	STN	11:15	11:45	
4	Spalls	STN	Column A	11:45	12:15	
5	3/4 D	Trailer yard	STN	1:00	1:15	
6	Spalls	STN	Column A	1:15	2:15	
7	3/4 D	Trailer yard	STN	2:30	3:00	
8	Spalls	STN	Trailer yard	3:00	3:45	12 yds
9	3/4 D	Trailer yard	STN	4:00	4:15	
10						
11						
12						
13						
14						
15						
16						
17						
18						

Date: 12/21/16

Job #: 16246

Trucking Co & Truck #: 73

Driver: Samuel Chapman

Start Time: 8:00

Stop Time: 4:45

Total Hours: 8.75

Driver Signature: _____

Accepted By: _____

All for hire trucks must have this sheet approved by the site foreman. All payments will be made from this sheet only

TRAILSEND RECOVERY
- creative recycling solutions -



Custom Excavating
By Dean Larson, Inc.

and

2060 S.E. Airport Lane • Warrenton, OR 97146
Office: 503-861-6030 Fax: 503-861-4341

TD 1.

GROSS 28040 lb INBOUND

12/21/2016 03:49PM

TD 1.

GROSS 28040 lb RECALLED
TARE 27100 lb
NET 940 lb

12/21/2016 03:59PM

\$ 46.00

Company Name: Big River

Material: Arcoate Dirt yds _____ tons .47

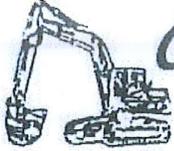
To / From: Site

Hauler: BDC

Signature: _____

61010

We appreciate your business! An annual interest rate of 18% will be due on all past due invoices.			Total
Phone #	Fax #	E-mail	Paym
503-861-6030	503-861-4341	customex.trailsend@gmail.com	Bala



Custom Excavating
By Dean Larson Inc.

&



2060 SE Airport Lane Warrenton, OR 97146

Bill To	
Big River Excavation Attn: Accounts Payable 1050 Olney Avenue Astoria, OR 97103	

Job # 16046
400.440

Invoice

Date	Invoice #
12/30/2016	16883
Due Date	Terms
1/29/2017	Net 30

Date	Item	Description	Ticket #	Tons/Yards	Amount
12/21/2016	C & D - 601 to 1,000	Disposal	61010	0.47	46.00
12/28/2016	Dirty Brush/Land Clearing	Disposal	61052	0.96	48.96
	Unloading Fee	Unloading Fee	61052	1	20.00
We appreciate your business! An annual interest rate of 18% will be due on all past due invoices.			Total		\$114.96
Phone #	Fax #	E-mail	Payments/Credits		\$0.00
503-861-6030	503-861-4341	customex.trailsend@gmail.com	Balance Due		\$114.96

CO #1 - ITEM 4**5 Steel Plate Rental**

		1	Is		
Equipment:		Quant	Unit	Unit Price	Total
	Excavator JD 135	9	hrs	\$ 79.05	\$ 711.45
sub total					\$ 711.45
Labor:		Quant	Unit	Unit Price	Total
	Operator	9	hrs	\$ 60.94	\$ 548.46
	Laborer	9	hrs	\$ 43.67	\$ 393.03
sub total					\$ 941.49
Sub & Misc.:		Quant	Unit	Unit Price	Total
	Steel Plate Rental (mo.)	5	ea	\$ 235.00	\$ 1,175.00
	Lifting Tool Rental (mo.)	1	ea	\$ 100.00	\$ 100.00
	Lowboy (pickup)	5	hrs	\$ 130.00	\$ 650.00
	Lowboy (return)	5	hrs	\$ 130.00	\$ 650.00
sub total					\$ 2,575.00

NOTES: 1" Steel Plates for bridging load over high pressure gas main per NorthWest Natural requirements. Monthly rental cost for five- 6'x10' steel plates and lifting tool. Utilizing steel plates from station 24+00 to station 19+67 for a total of approx. 440'. Number of times we will move steel plates is 44, every twenty feet to stay ahead of working area.

percent 15.0%
Total \$ 4,862.13

Improve safety.
Increase productivity.
 As North America's largest supplier of Specialized Trench Safety Solutions and safety training, United Rentals is your single source for all your underground needs.



IMPROVE SAFETY
 Through expert training



BOOST PRODUCTIVITY
 Through expert equipment



INCREASE PROFITS
 Through expert equipment and cost-effective solutions

Range of Products:
 Count on us for the trench safety equipment you need:

- Confined Space Products
 - Gas Monitors/Detectors
 - Confined Space Retrieval Systems
 - Blowers & Ventilators
- Trench Shoring
 - Mega Bracs
 - Beam & Plate Shoring
 - Steel Shoring & Erection
 - Aluminum Hydraulic Shores
 - Water Systems
- Trench Shielding
 - Aluminum Hydraulic Shoring Shields
 - Modular Aluminum Panel Shields
 - Steel Trench Shielding
 - Steel Manhole Shields
 - Arch Spreaders
 - Slide Rail Systems
- Specialty Equipment
 - Bedding Containers
 - Pipe Plugs
 - Joint Testers
 - Leak Locators
 - Ventilators
 - Deflection Test Gauges/Mandrels
 - Hydrostatic Test Pumps
 - Road Plates
 - Trench Shoring Plates



RENTAL QUOTATION

Contact: Ryan Lampi
 Company: Big River Excavating
 Contact #: (503) 338-3878
 e-mail: rlamp1@bigrivercompanies.com
 Project: Steel Road Plate Rental
 Date: 11/5/2016- REVISED ON 12/16/2016

Our Mission: We endeavor to be the nation's leader in the rental, service and sales of trench safety equipment and other specialty products for the underground construction industry.

Quantity	Description	Unit Price		
		Daily	Monthly	Extended Price
5	6' x 10' (1" Thick) Steel Road Plates Weight: 2450# Each		\$ 235.00	\$ 1,175.00
1	Road Plate Lifting Tool		\$ 100.00	\$ 100.00

Will- Call Price:
 Totals \$ - \$ - \$ 1,275.00

Additional Notes

Terms and Conditions of Quotation
 This is not a rental agreement. The rental of equipment and any other items listed above is subject to availability and acceptance of the terms and conditions of United's rental agreement, which must be signed prior to or upon delivery of the equipment and other items. Misc parts and supplies not in quotations.
 *No rental purchase shall be applied to any sales purchase.
 *Freight will be charged FOB Origination unless otherwise stated.
 *This proposal may be withdrawn if not accepted within 30 days.
 *Proposal does not include state or local taxes.

Customer Acceptance of Quotation

Quotation Provided By:
Dan Myers

9050 NE Halsey St.
 Portland, OR 97220
 Cell: (503) 896-0012
 Office: 503-255-3449
 Fax: 503-251-0563

All pricing is based upon system demands and turn-around time discussed. I appreciate the opportunity to quote this project and look forward to working with you on it. Please contact me if I can provide clarification, additional information or help any other way with this quote.

Customer Approval

Date

Payment Method

Purchase Order Number (if applicable)

800.UR.RENTS - UnitedRentals.com/trench

6 Pothole Extra

CO #1 - ITEM 5

Material:

	1	Is			
	Quant	Unit		Unit Price	Total
3/4"-	14	tons	*	\$ 13.90	\$ 194.60
Dump Fees	12	cy	*	\$ 5.00	\$ 60.00
sub total					\$ 254.60

Equipment:

	Quant	Unit		Unit Price	Total
Excavator JD 50	3	hrs	*	\$ 57.00	\$ 171.00
sub total					\$ 171.00

Labor:

	Quant	Unit		Unit Price	Total
Operator	3	hrs	*	\$ 60.94	\$ 182.82
Laborer	4	hrs	*	\$ 43.67	\$ 174.68
Supervisor	0.5	hrs	*	\$ 61.67	\$ 30.84
sub total					\$ 388.34

Sub & Misc.:

	Quant	Unit		Unit Price	Total
Solo Trucking	2.5	hrs	*	\$ 85.00	\$ 212.50
sub total					\$ 212.50

NOTES: STA 26+20 discrepancy
 12/28 - Extra pothole. Re-pothole water main to locate joint approx 10' width
 12/30 - Dig back on already placed pipe to re-align for new alignment of force main due to conflict of water main depth.

percent 15.0%
Total \$ 1,180.40

CO #1 - ITEM 6

7 Additional 12" Rock Pad

		1	Is		
Material:		Quant	Unit	Unit Price	Total
	3"-0"	177.8	tons	\$ 9.85	\$ 1,751.33
				sub total	\$ 1,751.33
Equipment:		Quant	Unit	Unit Price	Total
	Excavator JD 135	10	hrs	\$ 79.05	\$ 790.50
				sub total	\$ 790.50
Labor:		Quant	Unit	Unit Price	Total
	Operator	10	hrs	\$ 60.94	\$ 609.40
				sub total	\$ 609.40
Sub & Misc.:		Quant	Unit	Unit Price	Total
	Solo truck	21	hrs	\$ 85.00	\$ 1,785.00
				sub total	\$ 1,785.00

NOTES: Additional 12" of rock for the 18" rock working pad at the Tackle Time Pump Station per Geotechnical report.

percent 15.0%
Total \$ 5,676.66

CO #1 - ITEM 7

8 Rock In-Place of Unsuitable Backfill

Material:

	1	Is			
	Quant	Unit		Unit Price	Total
3/4"-0"	610	tons	*	\$ 13.90	\$ 8,479.00
Dump Fees	338.9	cy	*	\$ 3.00	\$ 1,016.70
				sub total	\$ 9,495.70

Sub & Misc.:

	Quant	Unit		Unit Price	Total
Solo Truck	22	hrs	*	\$ 85.00	\$ 1,870.00
				sub total	\$ 1,870.00

NOTES: 3/4"- rock backfill in-place of unsuitable native backfill material at locations: Sta 24+00 to Sta 25+98, Sta 26+18 to 41+85, and Sta 42+05 to 42+70. Plans called for native backfill above the pipe zone at the stations listed above. Native material was deemed unsuitable per geotechnical report and visual inspection by engineer during construction activities. Native material was extremely saturated -and this material could not obtain any compaction or stability in trench as intended as backfill material.

percent 0.0%
Total \$ 11,365.70

At the time of bid, based on the information provided and called for in the plans and specifications, the use of native soils as backfill above the pipe zone was considered into our overall bid dollar amount.

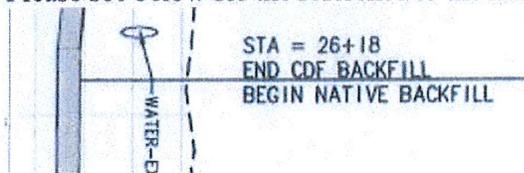
These effected areas are listed below:

Sta. 24+00 to Sta. 25+98

Sta. 26+18 to Sta. 41+85

Sta. 42+05 to Sta. 42+70

Please see below for the reference to the notes on the plans:



The plans called for native backfill above the pipe zone in the stations listed above. Native soils were extremely saturated and deemed unsuitable by a visual inspection from the engineer. The native soils could not obtain compaction or use for the intended use as native backfill, which also lines up with the geo technical report. See below for geo tech report comments:

- **Highly Moisture Sensitive Site Soils:** The subsurface conditions at the site generally consist of fine-grained near surface soils and shallow groundwater conditions. In-situ soil moisture contents ranged from approximately 20 to 50 percent or greater than the anticipated optimum moisture content for compaction. In addition, site soils consist of soils with elevated organic contents. Therefore, site soils will be difficult, if not impossible, to compact or re-use without significant drying and amendment. In addition, subgrades exposed for the majority of the earthwork activities will be easily disturbed and/or unstable upon exposure.
- **Reuse of Existing Fill and Native Soils:** The site sites should not be reused at the site without significant modification by cement amendment due to their low natural strength, elevated

Responsive ■ Resourceful ■ Reliable

Page 1

Geotechnical Engineering Report
SE Ensign Lane Pump Station and Force Main Project ■ Warrenton, Oregon
December 7, 2016 ■ Terracon Project No. 82165093

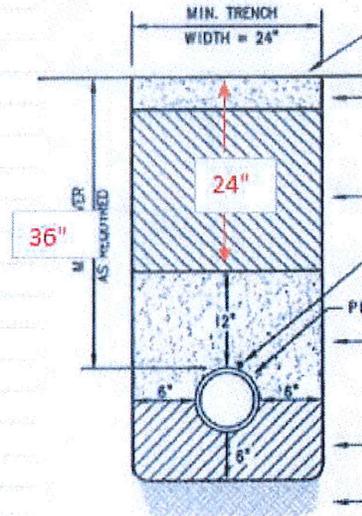
Terracon

moisture content, and organic contents. In order for the fine-grained soils onsite to be reused within the structural areas of the site, they should be cement treated to obtain a minimum 28-day compressive strength of 80 psi.

OR CCB # 147632 | WA L&I # BIGRIE*955DW

¾"- rock was used in-place of native backfill in these areas for the reasons mentioned above. I have provided a quantified breakdown as the result of our additional cost to use rock— please note the cost breakdown does not include any markup and was based on a neatline measurement of the trench dimensions.

Begin Native	Sta 24+00	198'
End Native	Sta 25+98	
Begin Native	Sta 26+18	1567'
End Native	Sta 41+85	
Begin Native	Sta 42+05	65'
End Native	Sta 42+70	
Overall Length		1830'
Trench Width		2.5'
Height Above Rock Pipe Zone		2'
(based on avg of 36" of cover from top of pipe)		
Cubic Yards		338.9
CY/TN Conversion		1.8
Tonnage Total		610



Sincerely,

Ryan Lampi
 Big River Construction

CO #1 - ITEM 8

10 Wood & Timbers in Trench @ Skipan:

	1	ls			
Material:	Quant	Unit	*	Unit Price	Total
					\$ -
				sub total	\$ -
Equipment:	Quant	Unit	*	Unit Price	Total
Excavator JD 135	2	hrs	*	\$ 79.05	\$ 158.10
				sub total	\$ 158.10
Labor:	Quant	Unit	*	Unit Price	Total
Operator	2	hrs	*	\$ 60.94	\$ 121.88
				sub total	\$ 121.88
Sub & Misc.:	Quant	Unit	*	Unit Price	Total
Dump Fees (1/27)	1	ls	*	\$ 282.72	\$ 282.72
Dump Fees (tank)	1	ls	*		\$ -
				sub total	\$ 282.72

NOTES: 1/18/17 --- Construction Debris/Wood Timbers, metal tank and lines discovered in trench along alignment near Skipanon Bridge to Tackle Time. Time includes sorting and handling of material.

percent 15.0%
Total \$ 647.11

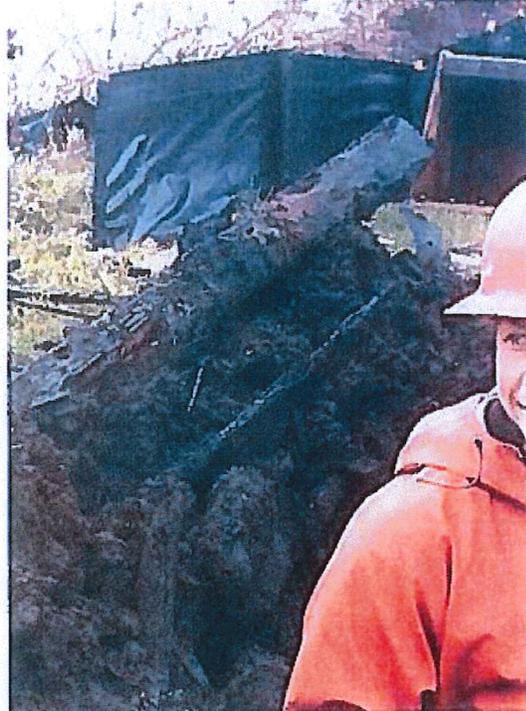
RE: Se Ensign

To Whom it may concern,

We are aware the general construction notes state: "Note 4. The contractor should always expect to find high groundwater, wet weather conditions, buried trees and similar problems when working in this area. Therefore, the contractor should plan and budget accordingly."

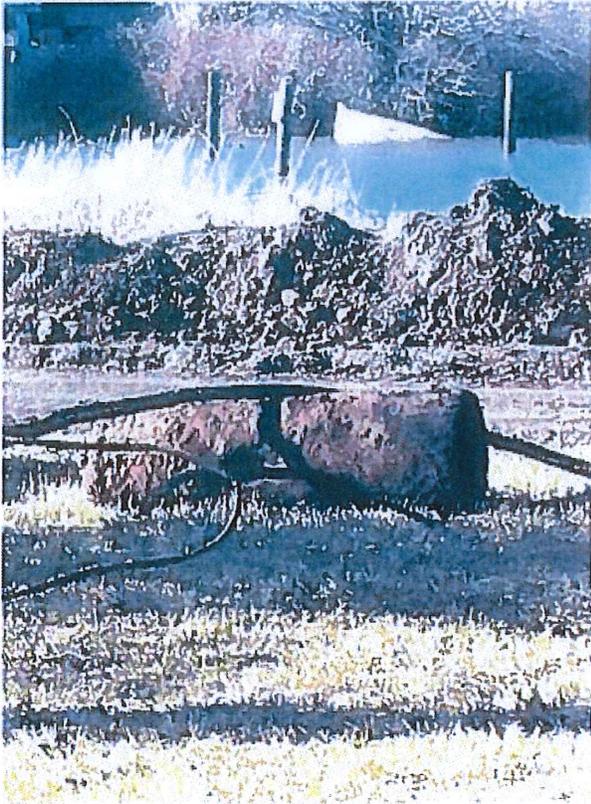
Construction debris and wood decking do not classify as "buried trees" and without a pay item or quantifiable amount specified in the specifications this work is above and beyond the contract pay limits. See below for photos of the material encountered.

Construction Debris/Wood decking encountered in the trench line near the Skipanon Bridge.





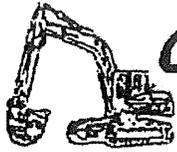
1050 Olney Ave. | Astoria, OR 97103
Phone: 503-338-3878 | Fax: 503-325-3119
www.bigrivercompanies.com



Sincerely,

Ryan Lampi
Big River Construction

OR CCB # 147632 | WA L&I # BIGRIE'955DW



Custom Excavating
By Dean Larson Inc.



TRAILS END RECOVERY

— creative recycling solutions —

&

2060 SE Airport Lane Warrenton, OR 97146

Bill To
Big River Excavation Attn: Accounts Payable 1050 Olney Avenue Astoria, OR 97103

Invoice

Date	Invoice #
1/30/2017	16945
Due Date	Terms
3/1/2017	Net 30

Date	Item	Description	Ticket #	Tons/Yards	Amount
1/27/2017	C & D- 801 lbs to 1,000 lbs	Disposal	61402	3.04	282.72
We appreciate your business! An annual interest rate of 18% will be due on all past due invoices.			Total		\$282.72
Phone #	Fax #	E-mail	Payments/Credits		\$0.00
503-861-6030	503-861-4341	customcx.trailsend@gmail.com	Balance Due		\$282.72

CO #1 - ITEM 9

12 Culvert Repair

Material:

Provided by City

1	Is	Quant	Unit	Unit Price	Total
				*	\$ -
sub total					\$ -

Equipment:

Excavator JD 135

Quant	Unit	Unit Price	Total
1	hrs	\$ 79.05	\$ 79.05
sub total			\$ 79.05

Labor:

Operator

Laborer

Quant	Unit	Unit Price	Total
1	hrs	\$ 60.94	\$ 60.94
2	hrs	\$ 43.67	\$ 87.34
sub total			\$ 148.28

Sub & Misc.:

Solo Truck

Quant	Unit	Unit Price	Total
0	hrs	\$ 85.00	\$ -
sub total			\$ -

NOTES: 1/18/17 - Discovered damaged culvert pipe around STA. 5+25, notified city, city supplied parts and had us perform repair.

percent 15.0%
Total \$ 261.43

CO #1 - ITEM 10

13 Unknown Utility STA 3+50 & CDF

		1	Is		Unit Price	Total
Material:		Quant	Unit			
	A-1 CDF	1	ls	*	\$ 539.50	\$ 539.50
					sub total	\$ 539.50
Equipment:		Quant	Unit		Unit Price	Total
	Excavator JD 135	1	hrs	*	\$ 79.05	\$ 79.05
					sub total	\$ 79.05
Labor:		Quant	Unit		Unit Price	Total
	Operator	1	hrs	*	\$ 60.94	\$ 60.94
	Laborer	7	hrs	*	\$ 43.67	\$ 305.69
					sub total	\$ 366.63
Sub & Misc.:		Quant	Unit		Unit Price	Total
	Solo Truck	1	hr	*	\$ 85.00	\$ 85.00
					sub total	\$ 85.00

NOTES: 1/19/17 - Discovered unknown utility, appeared to be 10-12" cmp culvert, unmarked and unlocated. Notified engineer of new pipe alignment and culvert depth conflict.

percent 15.0%
Total \$ 1,230.71

CO #1 - ITEM 11

17 Eccentric Reducers

Material:	Quant	Unit		Unit Price	Total
Eccentric Reducers	1	ls	*	\$ 640.64	\$ 640.64
				sub total	\$ 640.64

Labor:	Quant	Unit		Unit Price	Total
Laborer	0	hrs	*	\$ 43.67	\$ -
				sub total	\$ -

NOTES: 6x4 eccentric reducers (2) JGF.

percent 15.0%
Total \$ 736.74

END OF CHANGE ORDER #1/JGF

Bid Proposal for SE. Ensign Pump Station

CUSTOMER

BIG RIVER CONSTRUCTION INC

1050 OLNEY AVE
ASTORIA, OR 97103
Contact: Ryan

Job

SE. Ensign Pump Station
Bid Date: 02/01/2017 12:00 p.m.
Bid #: 245063

CONTACT

Sales Representative

Jason Henderson
(M) 509-302-3740
(T) 503-620-9123
(F) 503-684-7213
(E) Jason.Henderson@hdsupply.com

HD Supply Waterworks

6720 McEwan Rd
Lake Oswego, OR 97035
(T) 503-620-9123

NOTES



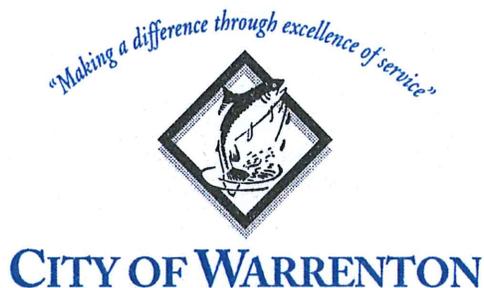
Bid Proposal for SE. Ensign Pump Station

BIG RIVER CONSTRUCTION INC
Bid Date: 02/01/2017 12:00 p.m.
HD Supply Bid #: 245063

HD Supply Waterworks
6720 McEwan Rd
Lake Oswego, OR 97035
Phone: 503-620-9123
Fax: 503-684-7213

Seq#	Qty	Description	Units	Price	Ext Price
20		FLANGE OPTION			
40	2	6X4 FLG ECC RED ELC C110 (I)	EA	276.53	553.06
50		FITTING CODE ABOVE			
60		NEEDS TO BE DOMESTIC			
70	2	6-8 316SS HEX BOLT & NUT KIT	EA	25.08	50.16
80	2	4 316SS HEX BOLT & NUT KIT	EA	15.69	31.38
90	2	4X1/8 FLG FF RR GASKET	EA	1.22	2.44
100	2	6X1/8 FLG FF RR GASKET	EA	1.80	3.60
				Sub Total	640.64
				Tax	0.00
				Total	640.64

6-D



AGENDA MEMORANDUM

TO: The Honorable Mayor and City Commissioners
FROM: Linda Engbretson, City Manager
DATE: February 14, 2017
SUBJ: Commission Goals 2017 - 2018

SUMMARY

Attached is a draft outline of Commission goals, as I recall from your January 24, 2107, work session. Using the SMART (specific, measurable, attainable, realistic, timely) method is a really useful process to measure success in meeting your (our) goals. I look forward to further discussion, detail, and setting a realistic timeframe for a positive outcome.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt the City of Warrenton Commission Goals for FY 2017-2018."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

Consideration is given when budgeting to achieve specific Goals.

2017 – 2018 GOALS

- Establish maintenance program public facilities, including levees, tidegates, and ditches
 - Complete Grant Application – Levee Improvement Funding
 - Joint Work Session with ODOT – Jurisdiction/ditch maintenance
 - stormwater master plan review/update

- Emergency Preparedness
 - Police/Fire/Commission Worksession
 - Grants – solar/hydro
 - Tsunami Drill
 - Review Natural Hazard Mitigation Plan
 - Continuity of Governance

- Address Development Code/Restrains to Development in Hammond
 - Hammond Waterline/fire flow
 - Infill Development/infrastructure

- Hammond Marina Master Plan Update
 - Re-establish Master Plan Committee

- Improve Communication with Community, Clatsop County Leaders, and State and Federal Agencies
 - Facebook Page
 - Newsletter
 - Local Joint Meetings
 - Transparency

- Continue Urban Renewal Projects
 - Downtown Improvements
 - Marina Improvements
 - RARE Application

6-E

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: February 14, 2017
SUBJ: Veterans and War Memorials Grant

SUMMARY

As you know, the City has been working with the Warrenton-Hammond VFW and has indicated its support to sponsor a grant application in order to erect a Veterans' War Memorial. I have attached a draft grant application, and a copy of the Standard Terms and Conditions of the grant. IF awarded, this is a reimbursement grant and we will need to work out details of up-front costs. Otherwise, there does not appear to be much else in the conditions of great concern. Mr. Little will be at the meeting to answer any questions.

RECOMMENDATION/SUGGESTED MOTION

" I move to authorize the submission of the Veterans' War Memorial Grant."

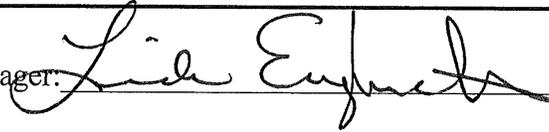
ALTERNATIVE

None recommended.

FISCAL IMPACT

It is my understanding no City funds will be used other than staff time.

Approved by City Manager:

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

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

It has been over 90 years since Clatsop County has honored their veterans with a monument. The Doughboy Monument located in the City of Astoria, was built in 1926 in tribute to soldiers who served in World War I. The City of Warrenton currently has nothing to honor our veterans. The Warrenton-Hammond VFW in partnership with the City of Warrenton wish to erect a monument at the Warrenton Post Office Flag Park to honor local veterans who have served from World War II to present conflicts.

Objective #1

Review the artist's schematic to determine materials and labor required for project by

2017.

22 July 2017 Ground Breaking

Date(s)	Activity	Procedure	Person Responsible
?? 20 JAN 2017	Make a list of all materials required for monument	Review schematic and create an Excel spreadsheet listing all materials.	Project Administrator General Contractor
??	Review spreadsheet for materials that are not available locally	Create an Excel spreadsheet for materials needed outside of the county	Project Administrator General Contractor

Objective #2

Hire skilled contractors, engineers, foundry workers and volunteers by 2017.

Date(s)	Activity	Procedure	Person Responsible
??	Review In-Kind donations of material and labor	Update materials spreadsheet to include in-kind donated labor and materials	Project Administrator
??	Contact in-kind contractors	Create spreadsheet of contractors.	General Contractor
??	Begin a timeline of availability of in-kind contractors	Create a timeline for entire project, filling in known availability of in-kind contractors.	General Contractor
??	Begin hiring process for remaining contractors	Submit requests for bids on labor not included with in-kind donations.	Project Administrator General Contractor
??	Acquire firm quotes for materials required	Contact local companies for quotes on materials not covered by in-kind donations	Project Administrator General Contractor
??	Schedule delivery of materials for monument	Expand timeline to include delivery of required materials to the jobsite.	General Contractor

Objective #3

Engage community in monument project beginning with the hiring of contractors

and ending at completion and dedication of project **September 9, 2017.**

Date(s)	Activity	Procedure	Person Responsible
??	Notify public of intent to begin hiring contractors.	Notify the public by press releases in the local papers, (The Daily Astorian and the Columbia Press). Include notifications of process through social media, i.e. Facebook, Instagram and Twitter.	Post/Auxiliary 10580 Liaison with City of Warrenton
??	Notify public of ongoing progress of the project	Notify the public by press releases in the local papers, (The Daily Astorian and the Columbia Press). Include notifications of process through social media, i.e. Facebook, Instagram and Twitter.	Post/Auxiliary 10580 Liaison with City of Warrenton
??	Ground Breaking Ceremony	Notify the public by press releases in the local papers, (The Daily Astorian and the Columbia Press). Include notifications of process through social media, i.e., Facebook, Instagram and Twitter.	Post/Auxiliary 10580 Liaison with City of Warrenton
08/01/17	Update public on progress.	Notify the public by press releases in the local papers, (The Daily Astorian and the Columbia Press). Include notifications of process through social media, i.e. Facebook, Instagram and Twitter.	Post/Auxiliary 10580 Liaison with City of Warrenton
09/09/17	Unveiling Ceremony	Invite State Senator Betsy Johnson, City of Warrenton dignitaries, VFW Post/Auxiliary 10580, Artist Mark Kenny, contractors and the general public.	Post/Auxiliary 10580 Liaison with City of Warrenton
09/09/17	Celebration	Hold a celebration at Warrenton City Park after unveiling of monument.	Post/Auxiliary 10580 Liaison with City of Warrenton

Evaluation

Written progress reports to be submitted by general contractor to the City of Warrenton Engineer on a weekly basis detailing completed phases of the monument, beginning with the pouring of the concrete base.

Artist, Mark Kenny to keep the City apprised of the progress of the monument, beginning with the sculpting of the clay figure to the actual bronzing of the monument at the foundry.

Project is successful when Monument is dedicated. Success will be measured by the response from:

- Public Comments
- Visual Expressions during Unveiling
- Comments/Interviews of Key Stakeholders
- Newspaper Clippings

Material and Time Frame for
VFW Monument

Material	use	length/number	amounts needed	start	finish
breaking ground	prep ground for building			July 22 2017	Aug 1 2017
Forms	cement base	9 ft by 9 ft	(4) 2"x12"x9'	Aug 1 2017	Aug 15 2017
wooden stakes	hold forms	2 foot long	(2) bundles	Aug 1 2017	Aug 4 2017
Cement	Base	polished finish	2 1/2 yards	Aug 17 2017	Aug 18 2017
Cement	Pedestal	7 sided	(6) yards	Aug 28 2017	Aug 31 2017
Rebar	enforce cement	2"x12"x10'	steel plate (4)pc	Aug 1 2017	Aug 18 2017
Rebar		#5 x 8'6"	(3) pc	Aug 1 2017	Aug 18 2017
Rebar		#5 x 7'6"	(10) pc	Aug 1 2017	Aug 18 2017
Rebar		#4 x 3 1/6	(20)pc	Aug 1 2017	Aug 18 2017
Rebar		#4 x 1 1/6	(10) pc	Aug 1 2017	Aug 18 2017
3,000 PSI concrete	11.5cy			Aug 1 2017	Aug 18 2017
drill & epoxy, anchor bolts	anchor frame to base	10 inch	(8) ea		
lag bolts	hold plaque to sides	3 inch	(20) ea	Aug 28 2017	Aug 28 2017
back hoe work	prep ground		3 days	July 22 2017	Aug 1 2017
gravel	base work	3/4 minus	(2) yards	July 24 2017	July 26 2017
nails	hold forms and frame	3 inch	(1) pound	Aug 1 2017	Aug 2 2017
Electrial	circuit box	near flag pole	(1) box	July 26 2017	Aug 6 2017
Electrial	conduit PVC	(1) inch	100 feet	July 26 2017	Aug 6 2017
Electrial	conduit PVC	1/2 inch	60 feet	July 26 2017	Aug 6 2017
Electrial	Elbows 90*/couplings	1/2 & 1 inch	-20	July 26 2017	Aug 6 2017
Electrial	PVC junction box		6 ea	July 26 2017	Aug 6 2017
Electrial	Led spot light		6 ea	July 26 2017	Aug 8 2017
Electrial	photo eye		6 ea	July 26 2017	Aug 9 2017
Electrial	Wire 12 gage	underground type	150 feet	July 26 2017	Aug 7 2017
Electrial	PVC glue		2 cans	July 26 2017	Aug 6 2017
Electrial	pull cord for wire		150 feet	July 26 2017	Aug 9 2017
7 sided steel frame	form for pedestal	2 ft each 6 ft tall	7 sides	July 12 2017	July 31 2017
7 wooden circles	plaque pedestal form	1 foot circle	1/2 inch inserts (7)	Aug 28 2017	Aug 31 2017
Steel clips	hold frame in place	4 in long	16 ea	July 26 2017	July 28 2017
crane service	place and remove	forms & frames	3 picks total	Aug 29 2017	Sept 9 2017
7 bronze plaques	sides of pedestal	military branch	7	Aug 5 2017	Sept 2 2017
Artist	moldings	foam/clay/bronze	1 of each	June 10 2017	July 10 2017
Foundry	pouring of bronze	one finished	finished product	July 15 2017	Sept 9 2017
Permits/engineer fees				July 14 2017	Sept 9 2017
					x

I am pleased to be the contractor for this long needed project dedicated to our veterans.
Once the grant is approved and ready for us to begin our ground breaking day will be 22 July 2017.

Materials for this project :

Forms for the cement base (4) 2"x 12" x 9' long (2) bundles of wooden steaks 2 foot long
Cement base 2 ½ yards color light brown finished with a polish
Pedestal 6 yards polish finish
Rebar 2" x 12" x 10 ft flat plate 4pc
#5 x 8'6" 3pc
#5 x 7'6" 10pc
#4 x 3 1/6 20pc
#4 x 1 1/6 10pc
3,000 PSI concrete 11.5cy
Drill & epoxy, anchor bolts 10 inch (8)
Lag bolts 3" (20)
Back hoe 3 days work
Gravel ¾ minus (2 yards)
Nails #4 (1/2 lb)
Electrical
Circuit box at flag pole (1)
Conduit PVC 1 inch 100 feet to monument base
Conduit PVC ½ inch 50 feet
Elbows and 90* (15)
PVC junction box (6) and (6) led spot lights at base
Wire 12 gage underground type 150 feet
Photo eye for each light
PVC can of glue
Pull cord for running wire 150 feet
7 sided steel framing for pedestal 2 foot sides with mounting clips (4ea)
Crane service
3 picks (1) placing steel frame (1) removing steel frame (1) placing finished monument on top of pedestal.
7 bronze military plaques to be placed on surface of each side of the pedestal
Ordering them from West Coast Sales and Design (international Bronze Plaque Co.
Artist Foam enlargement 1 month to create clay mold
Transporting this to the foundry
Foundry
2 to 3 months to build statue and artist to polish and ensure no defects
Engineer Fee, building permit fee.

Attachment B

Standard Terms and Conditions – Veterans and War Memorials Grants

1. **Authority:** ORS 390.124 authorizes the Oregon Parks and Recreation Department to expend funds for Veterans and War Memorials throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grant Recipient shall receive approval on a final work plan in writing from the State.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grant Recipient shall not deny benefits to or discriminate against any person on the basis of race, color, creed, religion, national origin, sex, disability, or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
5. **Statement of Support:** All publicity, visual or oral, for this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the Oregon Parks and Recreation Department."* A sign to that effect, provided by the State, may be required on the project site as well.
6. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
7. **Reporting:** Grant Recipient shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
8. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. Advance payments may be provided under hardship conditions. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date.
9. **Records Administration:** The Grantee shall maintain all records necessary to properly account for the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
10. **Tax Obligations:** Grant Recipient will be responsible for any federal or state taxes applicable to payments under this Agreement.
11. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

12. **Governing Law:** 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 Agreement, 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 Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion 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.
13. **Repayment:** In the event that Grant Recipient spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, Grant Recipient shall reimburse the State for all such unlawfully or improperly expended funds.
14. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions."
16. **Memorial Maintenance:** The Grant Recipient agrees to the memorials siting and maintenance for 20 years from completion of the grant project.