



CITY COUNCIL JUNE 06, 2016 **AGENDA**  
REGULAR MEETING 7:00 PM  
City Hall, 1001 Bridge St. Vernonia OR 97064

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**Mission Statement**

The City of Vernonia pledges to be an ethical and responsive government using community collaboration to foster leadership and a vision for civic improvement while providing a safe, peaceful, economically viable community.

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- 1. Call to Order and Pledge of Allegiance – Mayor Parrow**
- 2. Additions or Removal of Agenda Items**
- 3. Mayors Report**

- 4. Public Hearing – Adoption of FY 2016-2017 Budget, Tax Appropriations**

- 5. Councilor Committee Meeting Reports**
- 6. Topics from the Floor/Audience Participation**
- 7. Consent Agenda for Approval**

- A. Cemetery Committee Meeting Minutes for May 4<sup>th</sup>, 2016..... 1
- B. City Council Meeting Minutes for May 16<sup>th</sup>, 2016..... 2-6

- 8. Unfinished Business**

- A. California Avenue / Spencer Hill Sewer Project Update ..... 7-17
- B. Rose Avenue Grant Administration Contract ..... 18-30

- 9. New Business**

- A. Application for inhabiting A Travel Trailer Permit – Michael Kelly ..... 31-32
- B. Application for Inhabiting A Travel Trailer Permit – Terry Miller & Jodie Malcolm..... 33-34
- C. Cemetery Committee Application for Darlene Wilcoxon ..... 35-36
- D. IGA Renewal between City of Vernonia and Oregon Water Resources Department ..... 37-53

- 10. Business from Departments**

- A. Police Department – Chief Conner
  
- B. City Administrator Report – J. Mitchell

- 11. Ordinances/Resolutions**

- A. Resolution No. 04-16: Resolution adopting the Fiscal Year Budget 2016-2017 ..... 54-55

- 12. Correspondence**

- 13. Items from Mayor and Councilors**

- 14. Action Items Summary – City Administrator**

**Adjournment**

\*\*\*AMERICANS WITH DISABILITIES ACT NOTICE\*\*\*

Please contact the City Recorder, Vernonia City Hall, 1001 Bridge Street, Vernonia, OR 97064 (Phone No. 503-429-5291) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TCC users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

Cemetery Committee Minutes May 4, 2016

Jeff opened the meeting at 6:40. Carol, Mike, Bruce, Jeff and Ilene were present. Darlene Wilcoxon and Ben were visitors.

The minutes were read and approved.

No Treasurer's report

Caretakers Report - Mike is trying to keep up with the mowing and weed eating. There was talk about the weeds. Ben suggested spraying with the city tractor. Ilene made a motion to direct staff to look into the feasibility and cost of spraying dandelions in the fall. Motion passed. Ben and Bruce will follow up.

Old business:

Jeff presented information on the benches, the niches, the new price for Vernonia, and prices for Forest View and Mountain View. The updated program for Memorial Day was presented. Jeff made a sign showing the future home for the urn garden for Memorial Day. Thank you Jeff.

New business:

Ben Fousek has talked to Don Wallace and is getting an estimate to replot the cemetery. Sections will be renamed Section L, M M O and P and the urn garden will be section U. OM Stone is preparing stone choices, engraving options, and an estimate for the columbarium. Ben has an estimate for concrete work. A complete cost for for urn garden will be given when surveying and columbarium estimates are in. Bruce will put an article in the paper about Memorial Day and present Ben's presentation the the city council.

Next meeting will be May12th at City Hall.

Meeting adjourned

Ilene Grady, Secretary

*Approved May 12*

These minutes were approved at the June 6th, 2016 City Council Meeting.



CITY COUNCIL MAY 16, 2016 **MINUTES**  
REGULAR MEETING 7:00 PM  
City Hall, 1001 Bridge St. Vernonia OR 97064

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**Call to Order and Pledge of Allegiance – Mayor Parrow**

Mayor Parrow called the meeting to order at 7:00pm.

**Additions or Removal of Agenda Items**

Mayor Parrow added three items to the agenda under New Business as follows: C. Adult Softball League Request, D. Cemetery Recommendations, and E. Blue House Courtyard Flag Request. Councilor McNair made a motion to accept the agenda with these additions. The motion was seconded by Councilor Hult, motion passes.

**Mayors Report**

A. Application for Inhabiting Travel Trailer Permit – David Garlington

Mr. Garlington explained to Council the reason for his application. The gentleman whom is inhabiting the travel trailer, Mr. Nash, is in the process of purchasing the trailer so that he can move to his sisters in Jefferson, Oregon. He is requesting a two-month extension so that he can pay off the trailer before moving as well as save enough to pay for the move. Councilor McNair spoke on Mr. Nash's behalf and would like to grant the extension as he is a wounded veteran from Vietnam. Council consensus is to grant the two-month extension.

B. EMS Week Proclamation

Mayor Parrow read aloud the EMS Week Proclamation. Jeff Dunn, Paramedic and Operations Supervisor with Metro West, addressed Council as a representative from Metro West. On behalf of all EMS workers in Vernonia, he would like to thank the City for the proclamation and support of emergency medical workers.

**Presentations**

A. Dewey Pool update – Rick Hobart

Mr. Hobart updated Council on the Dewey Pool project and stated that the project has been completed! He would like to thank The City of Vernonia and the Lions Club for all of their efforts and contributions to the project. He would also like to thank the students of Vernonia School District as they have contributed roughly \$400 to the project. Thanks to all of the contributions from the community, the City, and the Lions Club; the goal of \$20,000 for the project has been reached.

The removal of the old liner was completed at the end of April by Bridgetown and they stuck to their bid of \$2250. Kodiak then came and installed the new liner and completed installation on May 3<sup>rd</sup>. The Lions Club received word that they have been granted the \$2500 US Bank Grant for the project. They would like to use the funds to paint the wall and ladder. Any remaining funds would then be used for rebuilding the lifeguard stand. A local group, The Freewheelers, have expressed interest in helping to redo the stairs for easier access. Rick also spoke with Mayor Parrow regarding the possibility of purchasing three benches for additional seating. Mayor Parrow stated that if they could find two other donors, he would like to purchase the first one.

**Councilor Committee Meeting Reports**

Councilor McNair attended two cemetery committee meetings since the last Council meeting. GIS Annalist Ben Fousek gave a very impressive presentation at the last meeting. They are on track with getting the Urn Garden project going. The project site will be marked for Memorial Day and there will be informational

handouts for the public. Preparations for the Memorial Day Celebration are underway. Carol Klein's parents donated \$300 for a granite bench at the cemetery. Councilor McNair stated that the benches cost \$1300 and they have received \$800 so far. The remaining funds for the bench will come from the Cemetery Beautification Fund.

### **Topics from the Floor/Audience Participation**

Leland VanDolah, St Helens, would like to discuss the group site at Airport Park. He is upset as the group site used to cost \$75 and it has been raised to \$150 per night. He reserves the site every Memorial Day weekend as well as throughout the year for at risk youth. At this rate, he will not be able to afford to reserve the site. He has looked at the site several times this spring and he is concerned that the site is in poor shape. He stated that he has called City Hall several times over the last few months and was not told about the increase. The sign at the park reflects the old fees as well. He was not told about the increase until Ginger called last week and requested that he pay to reserve the site which would cost him \$450 for the 3 nights he reserved it. Because it is so close to the holiday he doesn't have time to look elsewhere. He feels that the increase to \$150 per night is too much.

Councilor McNair asked Mr. VanDolah what the name of the at risk youth group is. Mr. VanDolah stated that they don't have a name, it's just a group of at risk kids he invites out. City Administrator Mitchell stated that this group would fall under Class 2 so they would only have to pay \$60 per night.

Don Normand, Madison Avenue, is surprised about how poorly Green Man Field is being maintained. He would like to find a way to keep the geese off the field as it is covered in goose manure. The field looked great last year, but that's not the case now. He would also like the city employees to be educated on how to properly maintain baseball fields.

### **Consent Agenda for Approval**

#### **A. Library Board Meeting Minutes for April 5<sup>th</sup>, 2016**

Councilor McNair made a motion to approve the Library Board meeting minutes for April 5<sup>th</sup>, 2016. The motion was seconded by Councilor Tierney, motion passes.

#### **B. Cemetery Committee Meeting Minutes for April 14, 2016**

Councilor McNair made a motion to approve the Cemetery Committee meeting minutes for April 14<sup>th</sup>, 2016. The motion was seconded by Councilor Tierney, motion passes.

### **Unfinished Business**

#### **A. Cal / Spencer Sewer Project Feasibility Study Breakdown**

City Administrator Mitchell explained to Council the three presented options for the sewer project. Councilor McNair asked what the timeline for having the connection on California Avenue is. City Administrator Mitchell stated that the deadline for having the connection available is March of 2017. Councilor Tierney inquired as to which fund will pay for the project. City Administrator Mitchell stated that Option 2 would be funded by the SDC fund and Option 3 would be funded by the Sewer Fund. Council and staff then discussed several problems with the current system. After some discussion, Council directed staff to bring the proposal back with funding sources identified. At that time, they will make a decision on how to move forward.

### **New Business**

#### **A. Library Board Application – Betty A. Smith**

Council appointed Betty A. Smith to the Library Board.

#### **B. Library Board Application – Myrrhina Kibben**

Council appointed Myrrhina Kibben to the Library Board.

#### **C. Adult Softball League Request**

Vernonia Softball League representative Erin Gehrke-Swepston presented her request to Council. They would like to be considered Class 2 in the fee schedule so they can pay the \$150 season rate for use of the Spencer Park Softball Field. City Administrator Mitchell explained that when the fee schedule was set up the fee was set up strictly for youth as there weren't any adult teams in town. If Council chose to, they could grant

the request. Parks Committee Chair Scott Laird stated that it was brought up within the committee but the fee schedule had already been approved. The Parks Committee would like to roll adult team sports into category 2 as well. Councilor McNair addressed the issue of reducing rates and that if the rates were reduced too much, it could hurt the funds. Maintaining the parks and fields costs a lot of money, and he wants to make sure the funds can support it. Council consensus is to allow the Adult Softball League to pay the Class 2 season rate. Council also directed staff to bring the ordinance back to Council to be amended.

Staff then discussed with Mrs. Gehrke- Swepston the possibility that they may have to carry insurance for the team. Finance Director Handegard will meet with Erin to discuss. City Administrator Mitchell then explained that staff is working on securing bases for the field.

#### D. Cemetery recommendation.

City Administrator Mitchell explained the Cemetery Committee recommendation to Council. City staff is concerned that placing the boulders now may be premature as the grass that is encroaching on the road has not been removed yet. Because of this it is hard to tell where the boulders should be placed. Staff is also concerned that there may not be enough room between the headstones and the edge of the road. They suggest that concrete bollards be placed as a barrier instead. Councilor Tierney inquired about the request for bark dust and whether or not the city has any available. City Administrator Mitchell stated that the city will be ordering some for Spencer Park and can set some of it aside for the Cemetery. Once the bark dust is delivered, Public Works can load some in the city dump truck and deliver it to the Cemetery. Councilor McNair asked what the bollards would cost. City Administrator Mitchell stated that there is a variety that cost between \$99-\$200 apiece.

Council consensus is to order the bark dust and share it with the cemetery. Council also directed staff to bring the information regarding different options for bollards to the Cemetery Committee for them to decide.

#### E. Blue House Courtyard Flag Request

City Administrator Mitchell explained the request to Council. The proposal was sent to City Planner Ryan for his review as well. He doesn't have a problem with them as long as the flags adhere to the sign code. She is checking with Council to make sure they do not have a problem with the eye bolts being installed. Mayor Parrow inquired as to who would be paying for the installation of the eye bolts. City Administrator Mitchell stated that the city would be installing them as they would be installed on our building. Consensus of Council is to approve the flags and to direct staff to install the eye bolts.

### **Business from Departments**

#### A. Police Department – Chief Conner

Officer Pesio graduated Police Academy on Friday, May 13<sup>th</sup> and will return to work on Tuesday, May 17<sup>th</sup>. There is a vacancy in the Police Department and Chief Conner would like Councils approval to fill the position. Councilor McNair would like to discuss filling the vacancy before making a decision. Council majority would like to move forward with filling the vacancy.

#### B. City Administrator Report – J. Mitchell

Wastewater Treatment Plant: A representative for the contractor, George Tice, and myself walked the linear trail to approve the grade prior to the contractor putting rock on it. City staff is looking into planting the grade in a joint effort with the Upper Nehalem Watershed Council. The trail is still slated to re-open on June 1<sup>st</sup>, 2016. The barrow site access roads to the trail will be blocked off with mill site concrete piers, to keep anyone from accessing the trail with a vehicle. The lagoons are being pumped and the beginning of the work on lagoon #1 has started. The treatment building now has a roof, and has been painted on the inside. The expansion joint caulking will be placed this week. At time of this report the surface cracks in the DAF structure have been ground out and filled with epoxy, the DAF structure had not been tested with water, that test should be coming soon. The WWTP contractor has placed the culvert that will help drain the low lying areas to the river, the barrow area will be graded to lead rain runoff to that culvert and offsite.

Rose Avenue Project: The Notification of Intent to Award went out in the mail on May 6<sup>th</sup>, 2016, to notify applicants that the City intends to award the contract to Mary McArthur, of Columbia Pacific Economic Development District. The Notice of Award formal letter will go out tomorrow.

California Avenue: The Notification of Intent to Award went out in the mail on May 10<sup>th</sup>, 2016, to notify applicants that the City intends to award the contract to Gary Darling, of DL Design Group. The Notice of Award formal letter will go out tomorrow.

FEMA Public Assistance: The review boards at the FEMA Public Assistance headquarters have requested more information from City staff regarding the projects we identified. An example of information requested; yds. of material, dimensions of replaced fencing, etc. City staff met with Dicks Evergreen Fencing and received a bid for the fence at Hawkins Park. The fence will be removable and powder coated to protect it from the elements as well as compliment the new pool liner. They are set to install the fence the week of June 13-17 when the dam is constructed.

Nickerson Ridge Estates: City Staff, City Planner, City Legal have not had any further contact from the Nickerson Ridge Estate representatives.

Airport Culvert Project: The remaining 160ft. of 30inch culvert was ordered and was delivered last Tuesday, to the airport. The cost of the culvert plus delivery was a total of \$4968.00, approximately \$31.05 a foot. City PW staff also delivered 6 loads of gravel material to the Airport for use in the project. With the original expense of \$2190.00, approximately \$54.75 a foot. The total amount the Airport fund potentially will need is \$7158.00 total transferred from General Fund. The original \$1000.00 was transferred in this fiscal year. So potentially the remaining \$6158.00 may need to be transferred, if the trailer sells for the minimum, the amount needing to be transferred will be a bit less than the Budget committee put in the budget.

Airport Trailer Advertisement: The Trailer at the Airport was listed on Craigslist last Tuesday, and the bidding will close on Friday, June 10<sup>th</sup>, 2016 at 3pm, at which point the highest bidder will be notified. At time of this report we have a high bid amount of \$2,500.00. Bidders may schedule an appointment with City Staff to view/tour the trailer if they wish Monday-Friday 8am-5pm.

Rose Avenue Cross Walk: Councilor Tierney asked about the status of the project. City Administrator Mitchell stated that the gentleman she was in contact with still hasn't gotten back to her so she is speaking directly with Richard at ODOT. The cross walk cannot be installed without the bump outs.

## **Ordinances/Resolutions**

### **Correspondence**

#### **Items from Mayor and Councilors**

Councilor McNair would like to commend staff for their effort in increasing the contingency fund by taking a reduction in pay. This effort shows the high quality of staff we have today and that it is far better than years past.

Councilor Tierney would like to schedule City Administrators evaluation as she is approaching the one-year mark. She would like to recognize what an excellent job the administrator is doing but we also need to put the evaluation into process. City Administrator Mitchell will show City Recorder Borst where to find the evaluation file so that the appropriate paperwork can be sent to Council and Staff.

Councilor Tierney is concerned about the responses from the audience about City Hall. GIS Annalist Fousek stated while most calls go answered, most calls that go unanswered don't even leave a message. Councilor Tierney responded that if she was the administrator, she would want to know why the calls are going unanswered. Councilor Hult is more concerned that the website is not being updated. Staff responded that that area of the website is inaccessible to staff and the request was sent to the web administrator. The web administrator has since completed the update.

Councilor Seager gave an update on the Airport Culvert Project. He is happy to report that the project has been completed. He would like a thank you letter sent to those who helped. Gwin Logging donated

equipment, Tony Schrader found the culvert material at a very discounted price, and Doug Davenport spent all weekend running the equipment for installing the culvert.

**Action Items Summary – City Administrator**

- Staff will look into a solution for the geese at Spencer Park and how to maintain the fields
- Staff will look into which funds will pay for the three sewer project options
- Staff will update the Library Board roster
- Staff will bring the Master Fee Schedule back to Council to be amended (Class 2 Exclusive Use Sports Fields)
- Staff will order bark dust for Spencer Park and the Cemetery
- City Recorder Borst will send out appropriate forms for City Administrator Evaluation
- City Staff will explore different options for bollards at the Cemetery and bring the proposal to the Committee
- City Recorder Borst will send out thank you letters to those who helped with the Airport Culvert Project
- Staff will look into the missed phone calls and why staff is not receiving messages
- Mayor Parrow would like the suckers on downtown trees addressed. Staff will look into removing the suckers.

City Recorder Borst will schedule an Executive Session on July 11, 2016 @ 6:30 for Council to perform City Administrator Mitchell’s evaluation. The evaluation forms will be sent to Council well in advance to allow time for them to be completed in preparation for the meeting. Mrs. Borst will distribute the 360 evaluation forms to staff well in advance to allow adequate time to be completed as well.

**Adjournment**

Mayor Parrow adjourned the meeting at 8:37pm.

These minutes were approved at the June 6<sup>th</sup>, 2016 City Council Meeting.

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Stephanie Borst, City Recorder

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Randall J. Parrow, Mayor

**CITY OF VERNONIA**  
**CITY COUNCIL AGENDA ITEM**

**June 6, 2016**

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**From:** Angie Handegard, Finance Director  
**To:** Mayor and City Council  
**Re:** California Ave / Spencer Hill Spur

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**Agenda Item Summary:**

California Ave Manhole project is a legitimate use of Sewer SDC funds – the remaining balance would be \$65,209

Here are two options for Spencer Hill Spur:

#1 – Reduce transfer out of Sewer Fund by the full \$48,700, this will only effect the restricted cash on hand amount in the Sewer Debt Fund reducing it to \$533,731

Increase contract services to \$54,700

#2 – Reduce Sewer contingency to 15% of operating fund and reduce transfer out by remaining amount needed. Sewer Debt restricted cash would become \$543,231

Current contingency = 60,083

Proposed = 42,186

Current Transfer out = 90,000

Proposed = 59,200

Current Contract Services = 6,000

Proposed = 54,700

Both of these options will have no effect on any of the proposed expenses in the Sewer Debt Fund. We will still be able to pay off the remaining USDA Sewer bond as proposed. Only restricted cash on hand will be affected and that money is there to act as a contingency for the Rehab project.

Since the budget hasn't been adopted yet, Council could propose these changes prior to adoption. That would allow us to start the year with an accurate budget and eliminate the need to do a supplemental budget later in the year.

**Previous Council Action:**

N/A

**Attachments:**

Sewer Fund, Sewer SDC, Sewer Debt revised budgets  
Breakdown of City MH /Spencer Hill Spur

**Recommendation:** Staff recommends that the City Council determine the portions of the project to be completed, and identify the source of funding they would like said portions paid out of.

Option #1

<b>Sewer Fund</b>	FY 13-14 Actual	FY 14-15 Actual	FY 15-16 Adopted Budget	FY 15-16 Actual to Date	FY 16-17 Proposed Budget	FY 16-17 Approved Budget	FY 16-17 Adopted Budget
<b>Income</b>							
1401-00 - Available Cash on Hand	31,896	58,715	175,103	163,051	38,721	38,721	38,721
1401-01 - Restricted Cash on Hand		15,245	2,000	2,000	2,000	2,000	2,000
1413-03 - Anderson Park Swr Dump					400	400	400
1435-01 - Sewer Usage Fees	498,137	383,351	370,000	292,037	370,000	370,000	370,000
1435-03 - Sewer Late Fees	10,171	15,114	10,000	7,064	10,000	10,000	10,000
1435-04 - Sewer Application Fees	1,452	1,363	1,050	1,438	1,050	1,050	1,050
1435-05 - Sewer Connection Fees	6,250	13,750	3,750	2,718	3,750	3,750	3,750
1435-06 - Turn on/off fee	683	855	700	2,044	1,500	1,500	1,500
1435-07 - Deposit for New Acct	4,098	3,835	3,250	4,561	3,900	3,900	3,900
8488-00 - Misc Revenues		75					
<b>Total Income</b>	<b><u>\$520,791</u></b>	<b><u>\$418,343</u></b>	<b><u>\$388,750</u></b>	<b><u>\$309,862</u></b>	<b><u>\$390,600</u></b>	<b><u>\$390,600</u></b>	<b><u>\$390,600</u></b>
<b>Payroll Expense</b>							
1500-00 - Salaries	110,896	99,209	82,958	56,025	104,827	90,990	90,990
1503-00 - Certification Pay	2,400	2,150	1,200	950	1,200	1,200	1,200
1504-00 - Overtime		835	0	1,174	0		
1508-00 - Insurance Benefits	38,015	36,229	32,879	27,150	30,416	30,416	30,416
1509-00 - Medicare	1,585	1,481	1,221	805	1,537	1,336	1,336
1509-01 - FICA	6,776	6,334	5,218	3,442	6,574	5,715	5,715
1510-00 - Retirement Benefits	13,223	13,877	11,096	5,934	11,204	11,143	11,143
1512-00 - Workers Comp	2,159	2,040	4,659	3,145	3,356	3,356	3,356
1512-01- Oregon WBF	78	76	60	42	70	70	70
1513-00- SUI Unemp benefits	2,008	2,511		8,749			
<b>Total Payroll Expense</b>	<b><u>\$177,140</u></b>	<b><u>\$164,742</u></b>	<b><u>\$139,291</u></b>	<b><u>\$107,416</u></b>	<b><u>\$159,183</u></b>	<b><u>\$144,226</u></b>	<b><u>\$144,226</u></b>

<b>Sewer Fund</b>	FY 13-14 Actual	FY 14-15 Actual	FY 15-16 Adopted Budget	FY 15-16 Actual to Date	FY 16-17 Proposed Budget	FY 16-17 Approved Budget	FY 16-17 Adopted Budget
<b>Other Expense</b>							
1600-00 · Operational Materials	4,303	4,675	6,500	5,168	6,500	6,500	6,500
1601-00 · Utility Deposit Refund		65	130	0	130	2,000	2,000
1602-00 · Bank Service Charges	73	38	100	43	100	100	100
1602-05 · Bank Merchant Fees	4,412	5,093	5,000	4,136	5,600	5,600	5,600
1610-00 · Equipment O&M	3,307	2,521	3,000	2,534	3,000	3,000	3,000
1610-01 · Vehicle/Equip Fuel	5,019	4,410	4,000	1,981	3,000	3,000	3,000
1610-41 · Sewer Collection Sys Maint	3,950	3,659	4,500	10,185	8,000	8,000	8,000
1610-42 · Sewer Treatment	7,335	4,105	4,500	5,450	5,000	5,000	5,000
1615-00 · Build O&M	0	105	1,000	132	1,000	1,000	1,000
1620-00 · Telephone	368	389	400	302	404	404	404
1620-04 · Heating Fuel	3,142	1,367	4,000	1,419	3,500	3,500	3,500
1620-10 · Electricity	19,072	18,098	18,000	16,510	25,000	25,000	25,000
1625-00 · Education/Training	583	170	1,000	1,856	2,000	2,000	2,000
1625-01 · Membership Fees / Dues	5,431	6,634	5,330		5,330	5,330	5,330
1630-00 · Insurance	15,578	18,255	16,653	16,952	15,333	15,333	15,333
1635-05 · SCADA	1,690	1,690	2,000	1,690	3,200	3,200	3,200
1635-10 · Lab Fees	2,560	840	1,000	1,742	1,000	1,000	1,000
1640-00 · Uniforms & PPE	115	341	500	708	800	800	800
1645-00 · Contract Services	20,223	5,340	6,000	29,947	6,000	6,000	54,700
1645-39 · Meter Reading Service	5,581	5,618	5,650	4,753	5,700	5,700	5,700
1650-00 · Equipment Rental	3,744		2,000		2,000	2,000	2,000
1660-10 · Utility Bill Postage	2,321	2,374	2,400	2,236	2,500	2,500	2,500
1680-00 · Miscellaneous	207	439	0	404	0	0	0
1700-00 · Equipment Purchase			4,000	1,653	0	0	0
2230-00 · GIS Service	2,796	10,127			0	0	0
5650-70 · Vehicle Lease	1,291	1,278	1,280	959	1,278	1,278	1,278
5670 -02 · Equipment Loan			3,500	2,034	3,200	3,200	3,200
9997-00 · Administration Fee			30,056		26,738	25,567	25,567
9998-00 · Contingency	0		50,317		45,824	60,083	60,083
<b>Total Other Expense</b>	<b>\$113,101</b>	<b>\$97,629</b>	<b>\$182,816</b>	<b>\$112,794</b>	<b>\$182,137</b>	<b>\$197,095</b>	<b>\$245,795</b>
9850-99 · Transfers Out	188,529	64,880	243,746	215,000	90,000	90,000	41,300
<b>Total Expense</b>	<b>\$478,770</b>	<b>\$327,251</b>	<b>\$565,853</b>	<b>\$435,210</b>	<b>\$431,320</b>	<b>\$431,321</b>	<b>\$431,321</b>
<b>Net Income</b>	<b>\$73,917</b>	<b>\$165,052</b>	<b>\$0</b>	<b>\$39,703</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Sewer Debt Service</b>	FY 13-14 Actual	FY 14-15 Actual	FY 15-16 Adopted Budget	FY 15-16 Actual	Year End Forecast	FY 16-17 Proposed Budget	FY 16-17 Approved Budget	FY 16-17 Adopted Budget
<b>1401-00 - Available Cash on Hand</b>		24,318	279			448,043	448,043	448,043
<b>1401-01 - Restricted Cash on Hand</b>	296,296	383,448	596,236	575,202	575,202	264,412	264,412	264,412
<b>Income</b>								
<b>1419-92 - Sewer Loan Rep't Fee</b>	370,318	558,791	558,828	389,007	558,828	597,624	597,624	597,624
<b>Transfer In from Sewer Fund</b>	182,875	32,284	228,746	180,000	180,000	70,000	70,000	21,300
<b>Total Income</b>	<b><u>\$553,193</u></b>	<b><u>\$591,075</u></b>	<b><u>\$787,574</u></b>	<b><u>\$569,007</u></b>	<b><u>\$738,828</u></b>	<b><u>\$667,624</u></b>	<b><u>\$667,624</u></b>	<b><u>\$618,924</u></b>
<b>Sewer Bond Payment</b>								
<b>1841-01 - USDA '92 Sewer Bond Prin</b>	48,030	50,792	53,712		53,712	393,992	393,992	393,992
<b>1841-02 - USDA '92 Sewer Bond Int</b>	31,389	28,627	25,707		25,707			
<b>1842-01 - USDA '95 Sewer Bond Prin</b>	10,034	10,560	141,373		141,373	0		
<b>1842-02 - USDA '95 Sewer Bond Int</b>	8,503	7,977						
<b>0000-00 - USDA '16 Sewer Bond Prin</b>								
<b>0000-00 - USDA '16 Sewer Bond Int</b>								
<b>DEQ CWSRLF Loans</b>								
<b>1843-01 - DEQ '95 SRF R93640 Prin</b>	16,895							
<b>1843-02 - DEQ '95 SRF R93640 Int</b>	420							
<b>1845-01 - DEQ CWSRLF R93642 Prin</b>	193,781	196,620	202,423	202,423	202,423	208,397	208,397	208,397
<b>1845-02 - DEQ CWSRLF R93642 Int</b>	132,671	129,063	132,536	132,536	132,536	125,550	125,550	125,550
<b>1846-01 - DEQ CWSRLF R93643 Prin</b>			24,565	14,314	14,314	29,162	29,162	29,162
<b>1846-02 - DEQ CWSRLF R93643 Int</b>			17,308	31,510	31,510	20,547	20,547	20,547
<b>Total Debt</b>	<b><u>\$441,723</u></b>	<b><u>\$423,639</u></b>	<b><u>597,624</u></b>	<b><u>\$380,783</u></b>	<b><u>\$601,575</u></b>	<b><u>777,648</u></b>	<b><u>\$777,648</u></b>	<b><u>\$777,648</u></b>
<b>9850-99- Transfers Out</b>						0	20,000	20,000
<b>Loan Reserve</b>								
<b>9998-01 - Rstrd End Balance - USDA Bonds</b>	97,956		79,419			0		
<b>9998-01 - Rstrd End Balance - DEQ 93642</b>	194,396		165,828			165,828	\$165,828	\$165,828
<b>9998-01 - Rstrd End Balance - DEQ 93643</b>			19,165			19,165	\$19,165	\$19,165
<b>9998-01 - Rstrd End Balance - USDA New</b>						25,113	\$25,113	\$25,113
<b>9998-01 - Unappropriated Ending Fund Balance</b>	91,096		522,053			392,325	\$372,325	\$372,325
<b>9998-01 - Restricted Ending Fund Balance</b>	383,448	\$0	786,465	\$0	\$0	602,431	\$582,431	\$533,731
<b>Net Income</b>	<b><u>\$24,318</u></b>	<b><u>\$575,202</u></b>	<b><u>\$0</u></b>	<b><u>\$763,426</u></b>	<b><u>\$712,455</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>

<b>Sewer SDC</b>	<b>FY 13-14 Actual</b>	<b>FY 14-15 Actual</b>	<b>FY 15-16 Adopted Budget</b>	<b>FY 15-16 Actual to Date</b>	<b>Year End Forecast</b>	<b>FY 16-17 Proposed Budget</b>	<b>FY 16-17 Approved Budget</b>	<b>FY 16-17 Adopted Budget</b>
<b>Income</b>								
<b>1401-00 - Available Cash on Hand</b>	94,763	119,887	146,500	152,415	152,415	158,329	158,329	158,329
<b>1420-03 - Sewer SDC</b>	28,182	32,527	8,871	5,914	5,914	8,871	8,871	8,871
<b>1420-02- Water SDC</b>								
<b>1482-40- FEMA Reimbursements</b>								
<b>8485-01 - Phase 2 OECDDB CDBG</b>								
<b>Transfers In</b>								
<b>Total Income</b>	<b>\$28,182</b>	<b>\$32,527</b>	<b>\$8,871</b>	<b>\$5,914</b>	<b>\$5,914</b>	<b>\$8,871</b>	<b>\$8,871</b>	<b>\$8,871</b>
<b>Expense</b>								
<b>1635-00- Professional Services</b>	3,058							
<b>1645-00- Contract Services</b>								99,033
<b>1680-00 - Miscellaneous</b>								
<b>9998-00 - Contingency</b>	0		155,371		0	167,200	167,200	68,167
<b>Total Expense</b>	<b>\$3,058</b>	<b>\$0</b>	<b>\$155,371</b>	<b>\$0</b>	<b>\$0</b>	<b>\$167,200</b>	<b>\$167,200</b>	<b>\$167,200</b>
<b>Net Income</b>	<b>\$119,887</b>	<b>\$152,414</b>	<b>\$0</b>	<b>\$158,329</b>	<b>\$158,329</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Option #2

<b>Sewer Fund</b>	FY 13-14 Actual	FY 14-15 Actual	FY 15-16 Adopted Budget	FY 15-16 Actual to Date	FY 16-17 Proposed Budget	FY 16-17 Approved Budget	FY 16-17 Adopted Budget
<b>Income</b>							
1401-00 - Available Cash on Hand	31,896	58,715	175,103	163,051	38,721	38,721	38,721
1401-01 - Restricted Cash on Hand		15,245	2,000	2,000	2,000	2,000	2,000
1413-03 - Anderson Park Swr Dump					400	400	400
1435-01 - Sewer Usage Fees	498,137	383,351	370,000	292,037	370,000	370,000	370,000
1435-03 - Sewer Late Fees	10,171	15,114	10,000	7,064	10,000	10,000	10,000
1435-04 - Sewer Application Fees	1,452	1,363	1,050	1,438	1,050	1,050	1,050
1435-05 - Sewer Connection Fees	6,250	13,750	3,750	2,718	3,750	3,750	3,750
1435-06 - Turn on/off fee	683	855	700	2,044	1,500	1,500	1,500
1435-07 - Deposit for New Acct	4,098	3,835	3,250	4,561	3,900	3,900	3,900
8488-00 - Misc Revenues		75					
<b>Total Income</b>	<b><u>\$520,791</u></b>	<b><u>\$418,343</u></b>	<b><u>\$388,750</u></b>	<b><u>\$309,862</u></b>	<b><u>\$390,600</u></b>	<b><u>\$390,600</u></b>	<b><u>\$390,600</u></b>
<b>Payroll Expense</b>							
1500-00 - Salaries	110,896	99,209	82,958	56,025	104,827	90,990	90,990
1503-00 - Certification Pay	2,400	2,150	1,200	950	1,200	1,200	1,200
1504-00 - Overtime		835	0	1,174	0		
1508-00 - Insurance Benefits	38,015	36,229	32,879	27,150	30,416	30,416	30,416
1509-00 - Medicare	1,585	1,481	1,221	805	1,537	1,336	1,336
1509-01 - FICA	6,776	6,334	5,218	3,442	6,574	5,715	5,715
1510-00 - Retirement Benefits	13,223	13,877	11,096	5,934	11,204	11,143	11,143
1512-00 - Workers Comp	2,159	2,040	4,659	3,145	3,356	3,356	3,356
1512-01- Oregon WBF	78	76	60	42	70	70	70
1513-00- SUI Unemp benefits	2,008	2,511		8,749			
<b>Total Payroll Expense</b>	<b><u>\$177,140</u></b>	<b><u>\$164,742</u></b>	<b><u>\$139,291</u></b>	<b><u>\$107,416</u></b>	<b><u>\$159,183</u></b>	<b><u>\$144,226</u></b>	<b><u>\$144,226</u></b>

<b>Sewer Fund</b>	FY 13-14 Actual	FY 14-15 Actual	FY 15-16 Adopted Budget	FY 15-16 Actual to Date	FY 16-17 Proposed Budget	FY 16-17 Approved Budget	FY 16-17 Adopted Budget
<b>Other Expense</b>							
1600-00 · Operational Materials	4,303	4,675	6,500	5,168	6,500	6,500	6,500
1601-00 · Utility Deposit Refund		65	130	0	130	2,000	2,000
1602-00 · Bank Service Charges	73	38	100	43	100	100	100
1602-05 · Bank Merchant Fees	4,412	5,093	5,000	4,136	5,600	5,600	5,600
1610-00 · Equipment O&M	3,307	2,521	3,000	2,534	3,000	3,000	3,000
1610-01 · Vehicle/Equip Fuel	5,019	4,410	4,000	1,981	3,000	3,000	3,000
1610-41 · Sewer Collection Sys Maint	3,950	3,659	4,500	10,185	8,000	8,000	8,000
1610-42 · Sewer Treatment	7,335	4,105	4,500	5,450	5,000	5,000	5,000
1615-00 · Build O&M	0	105	1,000	132	1,000	1,000	1,000
1620-00 · Telephone	368	389	400	302	404	404	404
1620-04 · Heating Fuel	3,142	1,367	4,000	1,419	3,500	3,500	3,500
1620-10 · Electricity	19,072	18,098	18,000	16,510	25,000	25,000	25,000
1625-00 · Education/Training	583	170	1,000	1,856	2,000	2,000	2,000
1625-01 · Membership Fees / Dues	5,431	6,634	5,330		5,330	5,330	5,330
1630-00 · Insurance	15,578	18,255	16,653	16,952	15,333	15,333	15,333
1635-05 · SCADA	1,690	1,690	2,000	1,690	3,200	3,200	3,200
1635-10 · Lab Fees	2,560	840	1,000	1,742	1,000	1,000	1,000
1640-00 · Uniforms & PPE	115	341	500	708	800	800	800
1645-00 · Contract Services	20,223	5,340	6,000	29,947	6,000	6,000	54,700
1645-39 · Meter Reading Service	5,581	5,618	5,650	4,753	5,700	5,700	5,700
1650-00 · Equipment Rental	3,744		2,000		2,000	2,000	2,000
1660-10 · Utility Bill Postage	2,321	2,374	2,400	2,236	2,500	2,500	2,500
1680-00 · Miscellaneous	207	439	0	404	0	0	0
1700-00 · Equipment Purchase			4,000	1,653	0	0	0
2230-00 · GIS Service	2,796	10,127			0	0	0
5650-70 · Vehicle Lease	1,291	1,278	1,280	959	1,278	1,278	1,278
5670 -02 · Equipment Loan			3,500	2,034	3,200	3,200	3,200
9997-00 · Administration Fee			30,056		26,738	25,567	25,567
9998-00 · Contingency	0		50,317		45,824	60,083	42,186
<b>Total Other Expense</b>	<b>\$113,101</b>	<b>\$97,629</b>	<b>\$182,816</b>	<b>\$112,794</b>	<b>\$182,137</b>	<b>\$197,095</b>	<b>\$227,898</b>
9850-99 · Transfers Out	188,529	64,880	243,746	215,000	90,000	90,000	59,200
<b>Total Expense</b>	<b>\$478,770</b>	<b>\$327,251</b>	<b>\$565,853</b>	<b>\$435,210</b>	<b>\$431,320</b>	<b>\$431,321</b>	<b>\$431,321</b>
<b>Net Income</b>	<b>\$73,917</b>	<b>\$165,052</b>	<b>\$0</b>	<b>\$39,703</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Sewer Debt Service</b>	FY 13-14 Actual	FY 14-15 Actual	FY 15-16 Adopted Budget	FY 15-16 Actual	Year End Forecast	FY 16-17 Proposed Budget	FY 16-17 Approved Budget	FY 16-17 Adopted Budget
<b>1401-00 - Available Cash on Hand</b>		24,318	279			448,043	448,043	448,043
<b>1401-01 - Restricted Cash on Hand</b>	296,296	383,448	596,236	575,202	575,202	264,412	264,412	264,412
<b>Income</b>								
<b>1419-92 - Sewer Loan Rep't Fee</b>	370,318	558,791	558,828	389,007	558,828	597,624	597,624	597,624
<b>Transfer In from Sewer Fund</b>	182,875	32,284	228,746	180,000	180,000	70,000	70,000	39,200
<b>Total Income</b>	<b><u>\$553,193</u></b>	<b><u>\$591,075</u></b>	<b><u>\$787,574</u></b>	<b><u>\$569,007</u></b>	<b><u>\$738,828</u></b>	<b><u>\$667,624</u></b>	<b><u>\$667,624</u></b>	<b><u>\$636,824</u></b>
<b>Sewer Bond Payment</b>								
<b>1841-01 - USDA '92 Sewer Bond Prin</b>	48,030	50,792	53,712		53,712	393,992	393,992	393,992
<b>1841-02 - USDA '92 Sewer Bond Int</b>	31,389	28,627	25,707		25,707			
<b>1842-01 - USDA '95 Sewer Bond Prin</b>	10,034	10,560	141,373		141,373	0		
<b>1842-02 - USDA '95 Sewer Bond Int</b>	8,503	7,977						
<b>0000-00 - USDA '16 Sewer Bond Prin</b>								
<b>0000-00 - USDA '16 Sewer Bond Int</b>								
<b>DEQ CWSRLF Loans</b>								
<b>1843-01 - DEQ '95 SRF R93640 Prin</b>	16,895							
<b>1843-02 - DEQ '95 SRF R93640 Int</b>	420							
<b>1845-01 - DEQ CWSRLF R93642 Prin</b>	193,781	196,620	202,423	202,423	202,423	208,397	208,397	208,397
<b>1845-02 - DEQ CWSRLF R93642 Int</b>	132,671	129,063	132,536	132,536	132,536	125,550	125,550	125,550
<b>1846-01 - DEQ CWSRLF R93643 Prin</b>			24,565	14,314	14,314	29,162	29,162	29,162
<b>1846-02 - DEQ CWSRLF R93643 Int</b>			17,308	31,510	31,510	20,547	20,547	20,547
<b>Total Debt</b>	<b><u>\$441,723</u></b>	<b><u>\$423,639</u></b>	<b><u>597,624</u></b>	<b><u>\$380,783</u></b>	<b><u>\$601,575</u></b>	<b><u>777,648</u></b>	<b><u>\$777,648</u></b>	<b><u>\$777,648</u></b>
<b>9850-99- Transfers Out</b>						0	20,000	20,000
<b>Loan Reserve</b>								
<b>9998-01 - Rstrd End Balance - USDA Bonds</b>	97,956		79,419			0		
<b>9998-01 - Rstrd End Balance - DEQ 93642</b>	194,396		165,828			165,828	\$165,828	\$165,828
<b>9998-01 - Rstrd End Balance - DEQ 93643</b>			19,165			19,165	\$19,165	\$19,165
<b>9998-01 - Rstrd End Balance - USDA New</b>						25,113	\$25,113	\$25,113
<b>9998-01 - Unappropriated Ending Fund Balance</b>	91,096		522,053			392,325	\$372,325	\$372,325
<b>9998-01 - Restricted Ending Fund Balance</b>	383,448	\$0	786,465	\$0	\$0	602,431	\$582,431	\$551,631
<b>Net Income</b>	<b><u>\$24,318</u></b>	<b><u>\$575,202</u></b>	<b><u>\$0</u></b>	<b><u>\$763,426</u></b>	<b><u>\$712,455</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>

<b>Sewer SDC</b>	<b>FY 13-14 Actual</b>	<b>FY 14-15 Actual</b>	<b>FY 15-16 Adopted Budget</b>	<b>FY 15-16 Actual to Date</b>	<b>Year End Forecast</b>	<b>FY 16-17 Proposed Budget</b>	<b>FY 16-17 Approved Budget</b>	<b>FY 16-17 Adopted Budget</b>
<b>Income</b>								
<b>1401-00 - Available Cash on Hand</b>	94,763	119,887	146,500	152,415	152,415	158,329	158,329	158,329
<b>1420-03 - Sewer SDC</b>	28,182	32,527	8,871	5,914	5,914	8,871	8,871	8,871
<b>1420-02- Water SDC</b>								
<b>1482-40- FEMA Reimbursements</b>								
<b>8485-01 - Phase 2 OECDDB CDBG</b>								
<b>Transfers In</b>								
<b>Total Income</b>	<b>\$28,182</b>	<b>\$32,527</b>	<b>\$8,871</b>	<b>\$5,914</b>	<b>\$5,914</b>	<b>\$8,871</b>	<b>\$8,871</b>	<b>\$8,871</b>
<b>Expense</b>								
<b>1635-00- Professional Services</b>	3,058							
<b>1645-00- Contract Services</b>								99,033
<b>1680-00 - Miscellaneous</b>								
<b>9998-00 - Contingency</b>	0		155,371		0	167,200	167,200	68,167
<b>Total Expense</b>	<b>\$3,058</b>	<b>\$0</b>	<b>\$155,371</b>	<b>\$0</b>	<b>\$0</b>	<b>\$167,200</b>	<b>\$167,200</b>	<b>\$167,200</b>
<b>Net Income</b>	<b>\$119,887</b>	<b>\$152,414</b>	<b>\$0</b>	<b>\$158,329</b>	<b>\$158,329</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**VERNONIA: 2-CITY MH AND LARGE MH REACH**

ENGINEER'S ESTIMATE OF PROBABLE COSTS (FOR CITY USE)

**COST RANGE @ 10% UNDER \$90,000**  
**COST RANGE @ 10% OVER \$110,000**

DATE: 5/5/2016

BY: JGF CHK'D BY: KKA

**Schedule of Unit Prices - Worksheet**

Item	Description	Quantity	Units	Unit Cost	subtotals	TOTALS
<b>GENERAL SITEWORK</b>						
1	MOBILIZATION, BOND (@ +/- 5% PROJECT COST)	1	LS	\$4,500	\$4,500	
2	TEMP PROTECT & DIR OF TRAFFIC	1	LS	\$500	\$500	
3	CLEAR/GRUB /GRADE/(W/IN PROJECT LIMITS, PLANS) WORK PAD, SILT FENCE/BERMS	1	LS	\$1,000	\$1,000	
4	DEMO AND REMOVAL OF AC/CONC/F.GLASS SPOILS (W/IN PROJECT LIMITS)	1	LS	\$1,000	\$1,000	
5	POTHOLE, SUB-SURFACE INVESTIGATION	2	EA	\$150	\$300	
6	SITE GRADING, ROCK, 3/4 MINUS (PS SITE FILL+LAKEVIEW DR)	12	CY	\$45	\$540	
7	LANDSCAPE - GRASS RE-SEEDING DISTURBED AREAS	0	LS	\$500	\$0	
<i>subtotal</i>					\$7,840	\$7,840
<b>MANHOLES AND PIPING IMPROVEMENTS</b>						
8	FURNISH & INSTALL 2-24" DIA PVC CULVERTS - WATERWAY XING	120	LF	\$60	\$7,200	
9	FURNISH & INSTALL 48" MANHOLES, SUB. FR & COVER, COMPLETE, W/CONN.S PER PLANS	3	EA	\$5,000	\$15,000	
10	FURNISH & INSTALL 60" COLLECTION. MH, SUB. FR & COVER, COMPLETE, W/CONN.S PER PLANS	1	EA	\$6,000	\$6,000	
11	FURNISH & INSTALL 8" ASTM, D-3034 PVC SEWER PIPE, W/SELECT BEDDING/BACKFILL	490	LF	\$70	\$34,300	
12	FURNISH AND INSTALL CONNECTION TO EXISTING WET WELL IN PS #3, CORING REQUIRED	1	LS	\$2,500	\$2,500	
13	FURNISH AND INSTALL & REMOVE SHORING, AS REQUIRED - WEEKLY RENTAL	2	WK(S)	\$2,500	\$5,000	
14	AS-BUILTS FROM RECORD DRAWINGS, CONTRACTOR PROVIDED, PER SPECS.	1	EA	\$1,000	\$1,000	
<i>subtotal</i>					\$71,000	\$71,000
<b>TEMPORARY PUMPING RENTAL</b>						
15	FURNISH & INSTALL & REMOVE TEMPORARY PUMP AROUND SYSTEM (FOR CORING)*	1	LS	\$5,000	\$5,000	
16	TEMPORARY DEWATERING PUMPS - RENTAL PER MONTH (2 WEEKS)	3	WKS	\$2,000	\$6,000	
<i>subtotal</i>					\$11,000	\$11,000
<b>APPROXIMATE CONSTRUCTION COSTS =&gt;</b>				<b>\$89,840</b>		
<b>REGULATORY - ADMINISTRATIVE REQUIREMENTS</b>						
17	JOINT DSL - ACOE PERMIT (1200-C - STORMWATER) NOT REQUIRED	0	LS	\$0	\$0	
18	PLAN REVIEW FEE-DEQ (MINOR SEWER COLLECTION SYSTEM EXPANSION \$190)	1	LS	\$190	\$190	
19	FUNDING COORDINATION (CITY + ENGINEER)	0	LS	\$1,000	\$0	
<i>subtotal</i>					\$190	\$190
<b>SURVEY - ENGINEERING</b>						
20	SURVEY - VERIFY TOPO - CONSTRUCTION STAKEOUT - 3 MH, 500 FT PIPE/PER PLANS	1	LS	\$800	\$800	
21	GEOTECHNICAL REVIEW OF SITE, MH EXCAVATIONS	1	LS	\$5,000	\$5,000	
22	ENG DESIGN - 4 SHEETS DWGS/CD/ACTIVE INSP/COORD W/DEQ/PLAN REVIEW	1	LS	\$17,500	\$17,500	
<i>subtotal</i>					\$23,300	\$23,300
* PUMPING REQUIRED TO CLEAN WET WELL/KEEP CONCRETE CORING MATERIALS OUT OF PUMP INTAKES.					<i>subtotal</i>	\$90,030
Estimate excludes Engineering					Contingency @ 10%	\$9,003
					SUB-TOTAL	\$99,033
					PERMITS, EST AT 0%	\$0
					INFLATION @ 3%/YR	\$0
					TOTAL =>	\$99,033

**NOTES FOR: CITY OF VERNONIA - EST. CONSTRUCTION COSTS FOR FEASIBILITY STUDY**

- This is only an estimate of probable cost. No assurance is given that costs are fixed to any specific points or index.
- Actual costs may be higher or lower overall than this estimate, ie geotech stabilization. Further administrative requirements could add cost.
- Assumes ACOE/DSL, permits NOT be necessary - Assumes NO Impact allowed to wetlands
- Assume CITY work w/in ROW, PERMITS MAY BE REQUIRED (by Contractor)
- Estimate does not include any work to water mains, ie, support, moving of gravity/pressure swr mains OTHER than as described.
- Estimate assumes that protection of existing utilities (on plans or not) is the responsibility of the installing contractor.
- Estimate assumes that dewatering is NOT REQUIRED.
- Select bedding and backfill is assumed to be compacted 3/4" -0" aggregate or CDF
- Assumes foundation/stabilization material for manholes or vaults is required or per geotechnical.
- Assumes foundation/stabilization material is an incidental cost, included in pipe and manhole costs
- All excavation shall be considered unclassified. No additional cost will be allowed for excavation, old concrete/steel items, structures, etc.
- Estimate does not include any costs for easements.
- Estimate assumes any costs other than those identified are incidental to one of the other bid items.
- Estimate assumes a municipal project.
- Dewatering costs ARE shown on this estimate, however, other dewatering may be incidental to project, to be incl. in one or more of bid items.
- Disposal site chosen by contractor, all costs/permits responsibility of contractor and the site shall be approved by engineer
- Assumes NO Asphalt costs related to this project. Use 8" crushed, compacted 3/4" rock as base
- Assumes no costs for storm improvements within public access ROW or easement
- Assume construction option available may be excavation/formwork style. Greater cut-backs required in excavation, shoring or cutback required.
- Shoring required at collection manhole and connection to existing
- Assume time of construction at the most beneficial for City, late spring or summer, when groundwater at lowest.
- Stormwater, no headwalls, ditching should be considered at this time for watercrossings.
- This estimate does not include Specifications (City has Engineering Stds)
- This estimate does not include bidding assistance

**VERNONIA; 3-SPENCER HILL REACH**

ENGINEER'S ESTIMATE OF PROBABLE COSTS (FOR CITY USE)

**COST RANGE @ 10% UNDER \$50,000**  
**COST RANGE @ 10% OVER \$60,000**

DATE: March 21, 2016, rev 4/6/16, rev 4/15/16

BY: JGF CHK'D BY: KKA

**Schedule of Unit Prices - Worksheet**

Item	Description	Quantity	Units	Unit Cost	subtotals	TOTALS
<b>GENERAL SITEWORK</b>						
1	MOBILIZATION, BOND (@ +/- 5% PROJECT COST) (TIE TO CITY MH WORK, REACH 2)	1	LS	\$2,500	\$2,500	
2	TEMP PROTECT & DIR OF TRAFFIC	1	LS	\$500	\$500	
3	CLEAR/GRUB /GRADE/(W/IN PROJECT LIMITS, PLANS) WORK PAD, SILT FENCE/BERMS	1	LS	\$2,500	\$2,500	
4	DEMO AND REMOVAL OF AC/CONC/F.GLASS SPOILS (W/IN PROJECT LIMITS)	1	LS	\$1,000	\$1,000	
5	POTHOLE, SUB-SURFACE INVESTIGATION	2	EA	\$150	\$300	
6	SITE GRADING, ROCK, 3/4 MINUS (AT MH)	6	CY	\$45	\$270	
7	LANDSCAPE - GRASS RE-SEEDING DISTURBED AREAS	1	LS	\$500	\$500	
<i>subtotal</i>					\$7,570	\$7,570
<b>MANHOLES AND PIPING IMPROVEMENTS</b>						
8	FURNISH & INSTALL 2-24" DIA PVC CULVERTS - WATERWAY XING	0	LF	\$60	\$0	
9	FURNISH & INSTALL 48" MANHOLES, SUB. FR & COVER, COMPLETE, W/CONN.S PER PLANS	1	EA	\$5,000	\$5,000	
10	FURNISH & INSTALL 60" COLLECTION. MH, SUB. FR & COVER, COMPLETE, W/CONN.S PER PLANS	0	EA	\$6,000	\$0	
11	FURNISH & INSTALL 8" ASTM, D-3034 PVC SEWER PIPE, W/SELECT BEDDING/BACKFILL	410	LF	\$70	\$28,700	
12	FURNISH AND INSTALL CONNECTION TO EXISTING WET WELL IN PS #3, CORING REQUIRED	0	LS	\$2,500	\$0	
13	FURNISH AND INSTALL & REMOVE SHORING, AS REQUIRED - WEEKLY RENTAL (AT LARGE MH)	1	WK(S)	\$2,500	\$2,500	
14	AS-BUILTS FROM RECORD DRAWINGS, CONTRACTOR PROVIDED, PER SPECS.	1	EA	\$500	\$500	
<i>subtotal</i>					\$36,700	\$36,700
<b>TEMPORARY PUMPING RENTAL</b>						
15	FURNISH & INSTALL & REMOVE TEMPORARY PUMP AROUND SYSTEM (FOR CORING)*	0	LS	\$5,000	\$0	
16	TEMPORARY DEWATERING PUMPS - RENTAL PER MONTH (2 WEEKS)	0	WKS	\$2,000	\$0	
<i>subtotal</i>					\$0	\$0
<b>APPROXIMATE CONSTRUCTION COSTS =&gt;</b>				<b>\$44,270</b>		
<b>REGULATORY - ADMINISTRATIVE REQUIREMENTS</b>						
17	JOINT DSL - ACOE PERMIT (1200-C - STORMWATER) NOT REQUIRED	0	LS	\$0	\$0	
18	PLAN REVIEW FEE-DEQ (MINOR SEWER COLLECTION SYSTEM EXPANSION \$190-TIE TO CITY MH)	0	LS	\$190	\$0	
19	FUNDING COORDINATION (CITY + ENGINEER)	0	LS	\$1,000	\$0	
<i>subtotal</i>					\$0	\$0
<b>SURVEY - ENGINEERING</b>						
20	SURVEY - VERIFY TOPO - CONSTRUCTION STAKEOUT - 1 MH, 420 FT PIPE/PER PLANS	1	LS	\$500	\$500	
21	GEOTECHNICAL REVIEW OF SITE, MH EXCAVATIONS	0	LS	\$5,000	\$0	
22	ENG DESIGN - 2 SHEETS DWGS/CD/ACTIVE INSP/COORD W/DEQ/PLAN REVIEW	1	LS	\$8,500	\$8,500	
<i>subtotal</i>					\$9,000	\$9,000
<i>* PUMPING REQUIRED TO CLEAN WET WELL/KEEP CONCRETE CORING MATERIALS OUT OF PUMP INTAKES.</i>					<i>subtotal</i>	<i>\$44,270</i>
<i>Estimate excludes Engineering</i>					<i>Contingency @ 10%</i>	<i>\$4,427</i>
					<b>SUB-TOTAL</b>	<b>\$48,697</b>
					<b>PERMITS, EST AT 0%</b>	<b>\$0</b>
					<b>INFLATION @ 3%/YR</b>	<b>\$0</b>
					<b>TOTAL =&gt;</b>	<b>\$48,697</b>

**NOTES FOR: CITY OF VERNONIA - EST. CONSTRUCTION COSTS FOR FEASIBILITY STUDY**

- 1 This is only an estimate of probable cost. No assurance is given that costs are fixed to any specific points or index.
- 2 Actual costs may be higher or lower overall than this estimate, ie geotech stabilization. Further administrative requirements could add cost.
- 3 Assumes ACOE/DSL, permits NOT be necessary - Assumes NO Impact allowed to wetlands
- 4 Assume CITY work w/in ROW, PERMITS MAY BE REQUIRED (by Contractor)
- 5 Estimate does not include any work to water mains, ie, support, moving of gravity/pressure swr mains OTHER than as described.
- 6 Estimate assumes that protection of existing utilities (on plans or not) is the responsibility of the installing contractor.
- 7 Estimate assumes that dewatering is NOT REQUIRED.
- 8 Select bedding and backfill is assumed to be compacted 3/4" -0" aggregate or CDF
- 9 Assumes foundation/stabilization material for manholes or vaults is required or per geotechnical.
- 10 Assumes foundation/stabilization material is an incidental cost, included in pipe and manhole costs
- 11 All excavation shall be considered unclassified. No additional cost will be allowed for excavation, old concrete/steel items, structures, etc.
- 12 Estimate does not include any costs for easements.
- 13 Estimate assumes any costs other than those identified are incidental to one of the other bid items.
- 14 Estimate assumes a municipal project.
- 15 Dewatering costs ARE shown on this estimate, however, other dewatering may be incidental to project, to be incl. in one or more of bid items.
- 16 Disposal site chosen by contractor, all costs/permits responsibility of contractor and the site shall be approved by engineer
- 17 Assumes NO Asphalt costs related to this project. Use 8" crushed, compacted 3/4" rock as base
- 18 Assumes no costs for storm improvements within public access ROW or easement
- 19 Assume construction option available may be excavation/formwork style. Greater cut-backs required in excavation, shoring or cutback required.
- 20 Shoring required at collection manhole and connection to existing
- 21 Assume time of construction at the most beneficial for City, late spring or summer, when groundwater at lowest.
- 22 Stormwater, no headwalls, ditching considered at this time for water crossings.
- 23 This estimate does not include Specifications (City has Engineering Stds)
- 24 This estimate does not include bidding assistance

**CITY OF VERNONIA**  
**CITY COUNCIL AGENDA ITEM**

**June 6<sup>th</sup>, 2016**

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**From:** Josette Mitchell, City Administrator  
**To:** Mayor and City Council  
**Re: Rose Avenue Grant Administration Contract**

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**Agenda Item Summary:**

At the close of the Statement of Qualifications period for the applicants, the bid packages were reviewed and scored by representatives of the City, Senior Center, and Food Bank. The winning firm was Columbia Pacific Economic Development District. Attached to this staff report is the Contract and Scope of Work. The contract has been approved by IFA/CDBG representatives and City legal.

**Attachments:**

- Grant Administration Contract

**Motion:** "I move that the City Council approve the attached contract and authorize the City Administrator to sign it."

**GRANT ADMINISTRATION CONTRACT**  
**CDBG Project No. C15008**

This Agreement is made and entered into by and between **CITY OF VERNONIA**, a political subdivision of the State of Oregon, hereinafter referred to as "City", and, **Mary McArthur**, Executive Director, Columbia Pacific Economic Development District, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, City of Vernonia is the recipient of a Community Development Block Grant, Number C15008 (the "Grant"), in the amount of Two Million Dollars (\$2,000,000) for the purpose of funding the City of Vernonia Rose Avenue Senior Center Food Bank Design and Construction to relocate the senior center and food bank activities out of the floodplain; and

WHEREAS, on January 19, 2016, the City entered into Community Development Block Grant Agreement No. C15008 (the "Grant Agreement"), with the Oregon Economic and Community Development Department (now the Oregon Business Development Department, Infrastructure Finance Division), a copy of which is attached hereto as **Attachment A**, and is incorporated herein by this reference; and

WHEREAS, the Grant budget (the "Grant Budget") is attached hereto as **Attachment B**, and is incorporated herein by this reference; and

WHEREAS, Contractor is experienced and qualified in the administration and operation of Community Development Block Grants, as described in the Grant Application; and

WHEREAS, the City selected Contractor through the Request for Statement of Qualifications (SOQ) for Grant Administration Services Process; the SOQ was published on March 30, 2016 and closed on April 22, 2016; and

WHEREAS, the City desires to contract with Columbia Pacific Development District to administer the Grant in accordance with the terms of the Grant Agreement; and

WITNESSETH:

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed below. This agreement will allow Contractor to receive reimbursement for program costs incurred immediately following the execution of the grant agreement/contract between City of Vernonia and the State of Oregon or completion of required grant administration, environmental review, and labor standards compliance, whichever is later.
  
2. Completion Date. The completion date for the grant activities authorized in this Agreement shall be no later than the completion date set forth in the Grant Agreement, and any subsequent

amendments thereto. With the exception of the Project Completion Report, Contractor shall complete all grant activities by said date.

3. Contractor's Services. Contractor agrees to carry out the grant administration services for the Program in accordance with the terms of the Grant Application, the Grant Agreement, the Grant Budget and this Agreement. The Grant Administration Plan, OBDD's form Exhibit 1A (Guidelines for Grant Administration) is attached hereto as **Attachment C**, and incorporated herein by this reference.

4. Consideration. The City agrees to pay Contractor total consideration not to exceed \$55,000; more specifically not to exceed \$25,000 for grant administration, not to exceed \$15,000 for environmental review, not to exceed \$15,000 for labor law compliance for performance of those services provided herein;

The Contractor will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work is attached hereto as **Attachment D**, and incorporated herein by this reference. Said progress billings shall be payable within 15 days of receipt of funds from the State to the City.

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

Unless otherwise agreed to in writing by the parties, payment shall be made within 30 days after receipt of a grant disbursement provided that sufficient documentation is received. Sufficient documentation may include, but is not limited to, time records and vouchers. This Agreement is subject to the appropriation of funds by City, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated and/or received by City for the payment of consideration required to be paid under this Agreement, then City may terminate this Agreement in accordance with Section 13 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR CONTRACTOR

**Mary McArthur**

Executive Director

PO Box 534

Columbia City, OR 97018

Ph:503-397-3099

FOR CITY

**Josette M. Mitchell**

City Administrator

1001 Bridge Street

Vernonia, Oregon 97064

503- 429-5291 ext.106

503-429-4232 (fax)

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

7. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

8. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules, including all Covenants and Special Conditions of Award within or attached to the Grant Agreement. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020. Notwithstanding the generality of the foregoing, Contractor shall comply with the following specific CDBG requirements:

A. Contractor shall comply and cause its agents, contractors and CDBG grantees, to comply with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the Grant funds, including but not limited to the following:

i. Title I of the Housing and Community Development Act of 1974, 42 U.S.C §§ 5301-5321 (1994) (the "Act") and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.

ii. Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304 (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §§1735b (1994).

iii. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §§ 1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R §§135.38 (1997). Contractor shall cause this section to be included in all contracts and subcontracts exceeding \$100,000 for covered construction projects.

iv. Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C § §4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§ 24.-24.603 (2005);

v. The Davis-Bacon Act, as amended, 40 U.S.C. § §276a to 276a-5 (1994); 42 U.S.C §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight [8] units; and the Contract Work Hours and Safety Standards Act, 40 U.S.C. § §327-333 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.

vi. The Hatch Act, 5 U.S.C § §7321-7326 (1994) (limiting the political activity of some employees).

vii. The CDBG 2013 Grant Management Handbook, including, but not limited to, Chapter 5, Opportunities for Minority, Women and Emerging Small Business, and shall complete Exhibit 5E-3 Minority, Women and Emerging Small Business Activity Report and submit such a Report before the final payment is made, a copy of which is attached hereto as Exhibit 6, and is incorporated herein by this reference.

viii. Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R § §1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance.

ix. Title VIII of the Civil Rights Act of 1968, as amended, properly known as the Fair Housing Act, 42 U.S.C § §3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 729 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, § 2302(b)(1), 110 Stat. 3009-3421(1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996).

x. Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. § §107.10-107.65 (1997).

xi. Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. § §60-1.1 to 60.999.1 (1997).

xii. The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (1994).

xiii. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).

xiv. Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).

xv. The Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).

xvi. The Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).

xvii. ORS §§294.305-294.565 and other applicable state laws for county and municipal administration.

xviii. Special program and grant administration requirements imposed by the State of Oregon related to acceptance and use of funds provided under the Grant Agreement (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook and State's Amended 2015 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcomes Performance Measurement Reporting" by the City.

xix. Economic benefit data requested by the State of Oregon from the City on the economic development benefits of the Project, from the effective date of the Grant Agreement until

six (6) years after the Project Completion Date. Upon such request by State, Contractor shall, at Contractor's expense, prepare and file the requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

B. Conflict of Interest No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

C. Contractor shall comply with the Oregon Public Contracting Code and Chapter 137 of the Oregon Administrative Rules when procuring property or services to be paid for with CDBG funds and ORS Chapter 244. All employers that employ subject workers who, under this contract in the State of Oregon, shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall insure that each of its subcontractors comply with these requirements.

D. Contractor shall, and shall cause all participants in lower tier covered transactions, to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

E. Contractor shall insert a Source of Funds clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding, to read "Work under this contract will be funded [in part/in its entirety] with federal grant funds through the Oregon Community Development Block Grant program."

Contractor shall execute and file with the City the certification set forth in Attachment B to this Agreement, which reads:

"Certification Regarding Lobbying. (CDBG Awards of \$100,000 or more) The undersigned certifies, to the best of his or her knowledge and belief, that:

- "1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- “2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- “3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

“This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

F. Contractor hereby certifies and agrees that the activities carried out with funds provided under this Agreement will meet the national objective of urgent need as required by 24 C.F.R. 570.483(d).

6. Reports. Contractor shall provide City with quarterly reports, or more frequently if required to comply with state requirement, about the progress of the project. Notwithstanding the generality of the foregoing, Contractor shall prepare the “OCD Cash Request/Progress on Activities” report which shall be provided to and approved by the City prior to submission to OBDD. Each such Cash Request shall be signed by not less than two City representatives, as designated by the City. Once approved by the City, no changes shall be made to the Cash Request. Contractor shall make available to the City upon request, all financial records, receipts and expenditures related to administration of the Grant.

7. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of City for any purpose whatsoever. City does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except that the services must be performed in a manner that is consistent with the terms of this Agreement. City shall have no obligation with respect to Contractor’s debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

8. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

i. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

ii. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

iii. Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished.

iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

C. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. With regard to City, this paragraph is subject to the limits and provisions of Article X1, Section 10 of the Oregon Constitution. Any provisions herein which would conflict with law are deemed inoperative to that extent.

9. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

10. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the City, except as provided in Contractor's Proposal.

11. Nonwaiver. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision of the Agreement.

12. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the City, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the City, its officers, agents or employees.

13. Insurance. Contractor shall maintain comprehensive general liability and property damage insurance in an amount of not less than \$1,000,000.00 combined single limit to protect City, its officers, agents, and employees. Contractor shall provide City a certificate or certificates of insurance in the amounts described above which names City, its officers, agents and employees as additional insureds. Such certificate or certificates shall include a statement by the insurer that City shall be given no less than thirty (30) days advance written notification if the policy is going to expire, be terminated, cancelled or modified in any material way. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor shall notify City immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

14. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. In case of termination,

Contractor shall be required to repay to City the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, to the extent allowed by the Grant Agreement Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by City not to exceed the maximum amount stated above and decreased by any additional costs incurred by City to correct the work performed. The City may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the City under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to City.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.
- D. Upon termination of the Grant Agreement.

Upon termination by Contractor, Contractor shall make available at no cost to the City one full-time person employed by CAT to train the City's new administrator. The rights and remedies of the City related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

15. Time of the Essence. The parties agree that time is of the essence in this Agreement.

16. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of City, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to City all rights of reproduction and the copyright to all such documents. Contractor shall turn over all records related to this Agreement upon completion of this Agreement.

17. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

18. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

19. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

20. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

21. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

22. Required Language. The City will provide a real property acquisition program that will buy out approximately fourteen single-family, owner-occupied (primary dwelling) homes and three commercial properties for a total of \$457,000, including demolition and clearance. In addition, the City may contract for grant administration activities up to \$25,000 along with \$18,000 in professional services such as: real estate appraisals, legal; engineering; and environmental review record preparation. The property buyout program will result in overall hazard mitigation benefits to the communities through the acquisition and clearance of properties in the flood way or 100-year flood plain.

23. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE SCOPE) 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. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have subscribed their names and affixed their seals as of the day and year hereinafter written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at Vernonia, Oregon.

**CITY OF VERNONIA,**  
a political subdivision of the State of Oregon.

By: \_\_\_\_\_  
Josette M. Mitchell, City Administrator

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_, Oregon.

**CONTRACTOR**  
An Oregon nonprofit corporation

By: \_\_\_\_\_  
Contractor Agent

**Rose Avenue Senior Center Food Bank  
Community Development Block Grant  
Grant Administration**

**Scope of Services**

The Grant Administrator will coordinate all grant activities and administer all grant-related contracts, including:

Activities	Percentage of Time
1. Conduct an Environmental Assessment of the property in accordance with CDBG requirements: <ul style="list-style-type: none"> <li>• Historic preservation</li> <li>• Floodplain management</li> <li>• Wetlands protection</li> <li>• Sole source aquifers</li> <li>• Endangered Species Act</li> <li>• Wild and Scenic Rivers Act</li> <li>• Flood insurance</li> <li>• Air quality</li> <li>• Farmland Project Policy Act</li> <li>• Environmental justice</li> <li>• Noise abatement and control</li> <li>• Toxic/Hazardous/Radioactive materials, contamination, chemicals or gases</li> <li>• Airport clear zones and accident potential zones</li> <li>• Coastal zone management</li> </ul>	25%
2. Assist and coordinate procurement of architect/engineering services and construction contractors <ul style="list-style-type: none"> <li>• Comply with state and local procurement laws and ordinances</li> <li>• Prepare Requests for Proposals and/or Requests for Qualifications</li> <li>• Coordinate drafting and reviewing of contracts to ensure compliance with federal requirements</li> <li>• Prepare scope of services for each contract and obtain approval by appropriate regulatory authorities</li> <li>• Ensure state review of all project related contracts</li> <li>• Prepare contract amendments or requests to state for grant contract amendments when needed</li> </ul>	7%
3. Complete "first draw" requirements prior to requesting drawdown of grant funds for <b>non-construction</b> activities including, but not limited to: <ul style="list-style-type: none"> <li>• Ensure adoption and publication of a Fair Housing Resolution</li> <li>• Obtain firm commitment of all other project funds</li> <li>• Ensure compliance with the state of Oregon's Residential Anti-displacement and Relocation Assistance Plan, if applicable</li> <li>• Ensure completion of Self Evaluation for Compliance with Section 504 Disability Accessibility Checklist and related requirements</li> <li>• For recipients with 15 or more employees, assure a current Policy of</li> </ul>	7%

Nondiscrimination on the Basis of Handicapped Status and related grievance procedures are in place <ul style="list-style-type: none"> <li>• Complete an OBDD reviewed Section 3 Plan</li> <li>• Ensure an OBDD reviewed Limited English Proficiency Language Access Plan (LAP) has been completed</li> </ul>	06.06.2016
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<p>4. Complete "first draw" requirements prior to requesting drawdown of grant funds for <b>construction</b> activities, including but not limited to: :</p> <ul style="list-style-type: none"> <li>• Obtain review of plans, specifications and all bid documents, including the advertisement (call) for bids, at least 10 days before anticipated advertisement date</li> <li>• Ensure that the appropriate environmental review process occurred and was completed <b>BEFORE</b> construction contract is awarded. This includes: <ul style="list-style-type: none"> <li>– Publication of appropriate notice;</li> <li>– Request for Release of Funds submitted to OBDD. (Note: OBDD must send recipient a Release of Funds notice, signifying completion of environmental review requirements <b>BEFORE</b> the recipient signs any construction contract.)</li> </ul> </li> <li>• Submit a copy of preconstruction conference meeting minutes signed by the recipient and contractor(s)</li> <li>• Submit notice of construction contract award and start of construction</li> <li>• Submit copies of certified payroll reports from the general or subcontractor(s) whose work is covered by the drawdown request</li> </ul>	7%
<p>5. Ensure grant recipient meets all conditions of the grant contract and that contractors fulfill contractual obligations</p>	7%
<p>6. Ensure compliance with federal labor standards such as but not limited to:</p> <ul style="list-style-type: none"> <li>• Include correct federal Davis-Bacon and Oregon BOLI prevailing wage rates in the construction bid documents</li> <li>• Call the Department ten days prior to bid opening to obtain current Davis-Bacon and BOLI wage decisions</li> <li>• Ensure that all contractor/subcontractor agreement and fringe benefit summary forms are received from all contractors on the job site</li> <li>• Review certified payrolls, perform worker interviews, verify that correct base wage rates and fringe benefits are paid</li> <li>• Ensure that corrective action is taken for any noncompliance with federal labor standards provisions</li> </ul>	25%
<p>7. Monitor project progress against grant contract scope of work and budget and report progress to elected officials and the state</p>	15%
<p>8. Complete "final" draw requirements and project closeout such as but not limited to:</p> <ul style="list-style-type: none"> <li>• Submit a completed Minority, Women and Emerging Small Business Activity Report</li> <li>• Submit a completed Section 3 Summary Report, if applicable</li> <li>• Ensure holding of Second Public Hearing and submission of all necessary documentation</li> </ul>	7%
	100%



Application Number: 16-04

**CITY OF VERNONIA**

**Application for Inhabiting Travel Trailer Permit**

**Michael Kelly**

Name of applicant

**1248 2<sup>nd</sup> Ave.**

Address

**Vernonia, OR 97064**

CityStateZip

**(503) 429-4749**

Home Phone

**(971) 777-0615**

Cell

**1248 2<sup>nd</sup> Ave. Vernonia, OR 97064**

Address of Property where Travel Trailer will located

**Relationship to Property (check one)**

- Owner
- Contract Buyer
- Agent

Title Holder of Property **Michael Kelly**

Date Habitation will begin **Immediately 6-1-2016**

Habitation will continue until **12-1-2016**

**Reason for Inhabiting Travel Trailer:**

Attach additional pages as needed

My wife has colon cancer and after having 5 surgeries a number complications developed and she spent over 5 months in the hospital. When she came home her son Joe took care of her round the clock. During this time Joe's son Logan came to live with us after being taken from his mother and put in foster care by the State of California. There just wasn't enough space in the house for everyone so Joe started sleeping in the trailer.

As soon as my wife's condition improved Joe started looking for a job. Last week UPS called and offered him a part time position beginning Monday June 6<sup>th</sup> from 4 to 9 pm. Unfortunately, he will be unable to attend the City Council Meeting to address this issue personally.

He is asking the Board to approve this application for 6 months in order for him to save money and find a place to live.

**The following provisions have been made for sanitary facilities:**

- City approved connection exists
- Pump service coming to site
  - Weekly
  - Monthly
- Will take trailer to approved sewer dumping facility
  - Weekly
  - Monthly

*The trailer is used strictly for sleeping purposes. No hook up needed.*

**Note:**

1. The occupant of the travel trailer shall make application for permit to the City Recorder, and final approval must be obtained for the City Council.
2. The City Council may consider information provided in the application and from any other source.
3. If the Council is satisfied that the use of the travel trailer is not likely to become a public nuisance or be dangerous to public health or safety, it may grant the application for permit.
4. In no event shall such a permit to inhabit a travel trailer be issued for a period of time in excess of six months.
5. Any permit to inhabit a travel trailer may be revoked on 24 hours notice if the building official, after inspecting the travel trailer, determines that it is lacking in proper sanitary facilities, is dangerous to public health and safety, or is a public nuisance because of its condition, location or use.
6. Violation of the Ordinance or any part thereof shall be punishable upon conviction by a fine of not more than \$500.00. Each day there is a violation under this Ordinance shall be considered a separate offense.

Michael Kelly

Signature of Applicant

6/2/2016

Date



Application Number: 16-03

CITY OF VERNONIA

Application for Inhabiting Travel Trailer Permit

Terry Miller and Jodie Malcolm  
Name of applicant

888 Jefferson  
Address

Vernonia OR 97064  
City State Zip

Terry 503-628-9479  
Jodie 971-806-9920  
Home Phone Cell

888 ~~OR 88872~~ Jefferson  
Address of Property where Travel Trailer will located

Relationship to Property (check one)

- Owner
- Contract Buyer
- Agent
- Other

*Gene Winningham*

Title Holder of Property Gene Winningham

Date Habitation will begin immediate

Habitation will continue until 6-8 weeks

\* Terry and I are from Sandy/Mt. Hood area for over 40 yrs. until 2015 May we worked for Susan Armstrong watching logging equipment, we stayed at Anderson Park until Feb 2016.

Reason for Inhabiting Travel Trailer: 2016.

Attach additional pages as needed

① Gene hired Terry to clean up and repair empty house (888 1/2) to get ready for rental; Gene + Terry agreed when house is ready, we can rent from him <sup>if we choose.</sup> ② Gene hired Terry to ~~help~~ <sup>later</sup> help Gene with work required by city of Vernonia on garage on site for city ordinances to be completed by June 1. ③ Terry and I have been here in Vernonia since last fall we have family that live and work here in Vernonia and we both have secure jobs here in town.

I (Jodie) work for the State of Oregon as a caregiver for Dan Orlando, as does Terry p/t, we are on wait list at Blue Heron and have been looking for housing as we intend to settle here. Terry and I consider ourselves an asset to this community and are members of Vernonia Christian Church. I have full coverage insurance on both my truck and small camper. The following provisions have been made for sanitary facilities: We do not use drugs or alcohol.

- City approved connection exists
- Pump service coming to site
  - Weekly
  - Monthly
- Will take trailer to approved sewer dumping facility
  - Weekly - 10 days
  - Monthly

④ Terry has helped Gene clean up alot and take garbage to dump. IF you let us stay a few more week or make us leave now, Gene is better for us having been here! All that counts to us, ⑤ I am disabled on SSI, and need a hip replacement scheduled June 30! Please give us time to complete work and secure housing! Thank you.

Note:

1. The occupant of the travel trailer shall make application for permit to the City Recorder, and final approval must be obtained for the City Council.
2. The City Council may consider information provided in the application and from any other source.
3. If the Council is satisfied that the use of the travel trailer is not likely to become a public nuisance or be dangerous to public health or safety, it may grant the application for permit.
4. In no event shall such a permit to inhabit a travel trailer be issued for a period of time in excess of six months.
5. Any permit to inhabit a travel trailer may be revoked on 24 hours notice if the building official, after inspecting the travel trailer, determines that it is lacking in proper sanitary facilities, is dangerous to public health and safety, or is a public nuisance because of its condition, location or use.
6. Violation of the Ordinance or any part thereof shall be punishable upon conviction by a fine of not more than \$500.00. Each day there is a violation under this Ordinance shall be considered a separate offense.

Jodie K. Malcolm  
 Terry O Miller  
 Signature of Applicant

05-23-2016

05-23-2016

Date



vernonia-or.gov

1001 Bridge Street, Vernonia OR 97064  
503-429-5291 Fax: 503-429-4232

Application for Appointment to

Cemetery  
(Please Name Committee, Board or Commission)

PLEASE PRINT

Name Wilcoxon Darlene  
Last First

Home Address 1417 Alder St. Vernonia 97064  
Street City Zip

Occupation \_\_\_\_\_  
Place of Employment

Business Address \_\_\_\_\_

Phone No. 503-429-8891 Cell Phone No. 503-708-4450

E-mail bdwilcoxen@frontier.com

1. Do you reside within the Vernonia city limits? X Yes \_\_\_\_\_ No

2. Are you a registered voter? X Yes \_\_\_\_\_ No

3. How did you learn about this vacancy?  
Newspaper \_\_\_\_\_ Word of Mouth X  
Notice in the Mail \_\_\_\_\_ Other (Specify) \_\_\_\_\_

4. Attendance is important for committee work at least two meetings a month or more are required plus significant time reading agenda material and gathering information when needed. Do you think you could meet the goal of an 80% minimum attendance rate of each calendar year?  Yes  No

5. What experience/training do you have that qualifies you for this particular appointment and what specific contributions do you hope to make?

*Help to keep Cemetery neat + clean.*

6. Please give a brief description of your involvement in community groups and activities.

*No longer active!*

7 Please list community topics of particular concern to you that relate to this appointment.

8. Please list your reasons for wishing to be appointed.

Return completed application to City Hall, 1001 Bridge Street, Vernonia, OR 97064. Applications accepted until positions are filled. Immediate application recommended.

If applicable, you will be advised when the Committee, Board or Commission will conduct interviews of the applicants. The Committee, Board or Commission will make a recommendation to the Council. Plan to be present to discuss your application with the Committee, Board or Commission and with Council. The Mayor will appoint upon recommendation of the Committee, Board or Commission the person to the specific position. The City Recorder will notify you of that appointment.

*Marlene Wilcoxon*  
Signature of Applicant

*5-12-16*  
Date

Information on this form is public information.  
Thank you for your expression of interest in serving the community.  
The City of Vernonia is an equal opportunity provider and employer

**CITY OF VERNONIA**  
**CITY COUNCIL AGENDA ITEM**

**June 6<sup>th</sup>, 2016**

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**From:** Josette Mitchell, City Administrator  
**To:** Mayor and City Council  
**Re: IGA Renewal –COV and OWRD**

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**Agenda Item Summary:**

As was discussed during the City Budget process, the water gauge in Rock Creek is in need of repair and replacement of equipment. The attached IGA is a renewal of the agreement between the City and the Oregon Water Resources Department for maintenance and operation of the river gauge. City legal has reviewed and approved the IGA.

**Attachments:**

-IGA between City of Vernonia and Oregon Water Resources Department.

# INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Oregon Water Resources Department (“Agency”) and City of Vernonia (“Local Government”), each a “Party” and, together, the “Parties.”

## SECTION 1: AUTHORITY

This Agreement is authorized by [ORS 190.110](#).

## SECTION 2: PURPOSE

The purpose of this agreement is to document the collaborative arrangement between the parties to fund, operate and maintain a gaging station on the Rock Creek near Vernonia (Gage#: 14300100).

## SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on June 1<sup>st</sup>, 2016, or the date of the last signature, whichever occurs last (“Effective Date”), and terminates when terminated in accordance with Section 15.

## SECTION 4: AUTHORIZED REPRESENTATIVES

### 4.1 AGENCY’S AUTHORIZED REPRESENTATIVE IS:

Nikki Hendricks  
4000 Blimp Blvd. Suite 400  
Tillamook, Oregon 97141  
503-815-1967 Office  
503-815-1968 Fax  
[Nikki.M.Hendricks@wrd.state.or.us](mailto:Nikki.M.Hendricks@wrd.state.or.us)

### 4.2 LOCAL GOVERNMENT’S AUTHORIZED REPRESENTATIVE IS:

Josette M. Mitchell  
1001 Bridge Street  
Vernonia, OR 97064  
503-429-5291 ext. 106 Office  
503-429-4232 Fax  
[jmitchell@vernonia-or.gov](mailto:jmitchell@vernonia-or.gov)

### 4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

## RESPONSIBILITIES OF EACH PARTY

4.4 LOCAL GOVERNMENT SHALL PERFORM THE WORK SET FORTH ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

4.5 AGENCY SHALL PAY LOCAL GOVERNMENT AS DESCRIBED IN SECTION 6.

## SECTION 5: COMPENSATION AND PAYMENT TERMS

Local Government shall pay Agency a fee of \$5,200 in the first annual with a 3% increase each subsequent year thereafter for completing all work and delivering all deliverables required of Agency under this Agreement. Payment will be made after completion of all work and delivery of all deliverables to Local Government’s satisfaction and submission of satisfactory invoice.

River Gage	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
		+3%	+3%	+3%	+3%
Yearly \$Total	\$5200.00	\$5356.00	\$5516.00	\$5681.00	\$5851.00

## SECTION 6: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## SECTION 7: NONAPPROPRIATION

Agency’s obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of [Article XI, Section 7](#) of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of Agency.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 8.1 Local Government is a City duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 8.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 8.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 8.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

## **SECTION 9: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State or Oregon as those terms are used in [ORS 30.265](#) or otherwise.

## **SECTION 10: OWNERSHIP OF WORK PRODUCT**

- 10.1 As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - 10.1.1 "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
  - 10.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.

**10.1.3** “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

**10.2** All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of Agency. Agency and Local Government agree that all Work Product created by Local Government under this Agreement is “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product created by Local Government under this Agreement is not “work made for hire,” Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**10.3** If Work Product is Local Government Intellectual Property, a derivative work based on Local Government Intellectual Property or a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property and the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.

**10.4** If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency’s behalf and in the name of Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.

**10.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## **SECTION 11: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suite or proceeding

(collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTING OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 12: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 12.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 12.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 12.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 12.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 13: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 14: REMEDIES

- 14.1** In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 14.2** In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of [ORS 293.462](#), less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of [ORS 293.462](#), less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

## SECTION 15: TERMINATION

- 15.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 15.2** Agency may terminate this Agreement as follows:
- 15.2.1** Upon 30 days advance written notice to Local Government;
- 15.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
- 15.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules,

regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

**15.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

**15.2.5** As otherwise expressly provided in this Agreement.

**15.3** Local Government may terminate this Agreement as follows:

**15.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

**15.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned source;

**15.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**15.3.4** As otherwise expressly provided in this Agreement

**15.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

## **SECTION 16: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 17: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by

email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 18: SURVIVAL**

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, 22 and 29 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 19: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 20: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 21: LIMITATION OF LIABILITY AND INSURANCE**

**21.1** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 29, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

**21.2** Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## **SECTION 22: RECORDS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings

of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in [OAR Chapter 166](#).

## **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 24: NO THIRD PARTY BENEFICIARIES**

Agency and Local Government are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 25: FORCE MAJEURE**

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 26: MERGER, WAIVER AND MODIFICATION**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific

purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: SUBCONTRACTS AND ASSIGNMENT**

- 27.1** Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.
- 27.2** Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 28: CONTRIBUTION**

- 28.1** 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](#) (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 contribution obligation under this Section 29 with respect to the Third Party Claim.
- 28.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government 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, judgements, fines or settlement amounts. Agency'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.

28.3 With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency 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, judgements, fines or settlement amounts. Local Government'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.

**SECTION 29: TIME IS OF THE ESSENCE**

Time is of the essence in Local Government's performance of its obligations under this Agreement.

**SECTION 30: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

**SECTION 31: ADDITIONAL PROVISIONS**

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

**SECTION 32: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A - Statement of Work, Exhibit B - Insurance, and Exhibit C - Additional Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Oregon Water Resources Department

STATE OF OREGON acting by and through its City of Vernonia

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracy Louden  
Printed Name

Josette Mitchell  
Printed Name

[Doc Title]

AGENCY IGA [###-####-##]

LOCAL GOVERNMENT IGA [###-####-##]

Administrative Services  
Title

\_\_\_\_\_  
Date

City Administrator  
Title

\_\_\_\_\_  
Date

STATE OF OREGON acting by and through its  
Tillamook County

By: \_\_\_\_\_

Mark Labhart  
Printed Name

Board of Commissions  
Title

\_\_\_\_\_  
Date

Approved for Legal Sufficiency in accordance with [ORS 291.047](#)

\_\_\_\_\_  
Assistant Attorney General

## EXHIBIT A – STATEMENT OF WORK

Scope of Work. The following tasks refer to the expectations of this intergovernmental agreement by the Parties.

### 1) COUNTY

Under the supervision of the Watermaster, the COUNTY shall perform the following tasks:

- Pay the sum of \$1,000.00 per year to OWRD for the supervision and oversight of the above tasks during the term of the agreement.
- Receive funds from CITY and make deposit of the funds into the District 1 Watermaster Fund for payment of costs and expenses associated with completing the tasks herein.

### 2) CITY:

Under the supervision of the Watermaster, the CITY shall perform the following tasks and shall provide access authorization and funding for COUNTY to perform these tasks as further provided in this agreement:

- Obtain and maintain the necessary easements and access agreements to operate repair and maintain said gaging station.
- Obtain all county, state, and federal permits required for installation of the gaging station.
- Make payment to COUNTY for the maintenance and monitoring of the gage, at the beginning of each year of data collection, based upon the Budget table in item 14.1 below.
- Provide funding as indicated above for COUNTY and OWRD to perform the tasks listed in this agreement.
- Furnish repair or replacement parts for the gage.
- Allow public distribution of all data collected by the District 1 Watermaster.

### 3) OWRD shall:

- Maintain and Operate Stream Gaging Stations on Rock Creek.
- Assure that stage gage heights at gages are recorded at fifteen (15) minute intervals.
- Take stream flow calibration measurements at the gages each month and adjust readings for flow accordingly.
- In the event of damage to gage, repair and install replacement parts furnished by the CITY.
- Download gage data at location at least once a month.
- Evaluate data for completeness and accuracy.
- Make note of irregularities in data and gage conditions.

- Maintain a log of the gage in electronic database with appropriate backup system.
- Provide electronic copies of stream gage data and measurement notes for each gage to CITY via email or on any mutually acceptable storage device.
- Data shall consist of both stage and flow (cfs) versus date and time as well as flow rating curves (developed at the end of the first year) used for the gage site.
- Maintain data in ASCII text format compatible with Microsoft Office products .
- Supervise and monitor all repairs and methods of data collection to ascertain compliance with applicable rules and standards.
- Receive payment of \$1,000.00 annually from the COUNTY for the performance of the tasks listed herein.
- Develop stream flow versus stage rating curve at gage locations.
- Maintain and monitor automatic data recording equipment on Rock Creek.

## EXHIBIT B – INSURANCE

No insurance required

## EXHIBIT C – ADDITIONAL REQUIREMENTS

No additional requirements

**RESOLUTION No. 04-16**

Resolution of the City Council of the City of Vernonia, Oregon adopting the Fiscal Year Budget 2016-2017, making Appropriations, Imposing the Taxes, and Categorizing the Taxes for the Fiscal Year beginning July 1, 2016.

**BE IT RESOLVED** that the City Council of the City of Vernonia, Oregon, hereby adopts the annual budget for the Fiscal Year 2016-2016 beginning July 1, 2016. The budget as approved by the Budget Committee of the City of Vernonia on May 5, 2016 total all funds in the amount of \$9,223,456. This budget is adopted on June 6, 2016. The budget is now on file in the office of the City Recorder of the City of Vernonia.

**BE IT RESOLVED** that the City Council of the City of Vernonia, Oregon, hereby levies the taxes provided for in the adopted budget at the rate of \$5.1863 per \$1,000 of assessed value of all taxable property within the City of Vernonia as of 1:00a.m., July 1, 2016.

**BE IT RESOLVED** that the City Council of the City of Vernonia, Oregon, hereby categorizes and imposes the taxes provided for in the budget adopted herein as follows:

**SUBJECT TO THE GENERAL GOVERNMENT LIMITATION:**

General Government:	\$5. 8163/\$1,000 of assessed value
Bonded Debt:	\$ 0
<hr/>	
Category Total:	\$5. 8163/\$1,000 of assessed value

**EXCLUDED FROM THE LIMITATION:**

Category Total: \$ 0

**TOTAL LEVY: \$ \_\_\_\_/\$1,000 OF ASSESSED VALUE**

**BE IT RESOLVED** that the amounts for the fiscal year beginning July 1, 2016 and for purposes shown below are hereby appropriated as follows:

**Attachment-**

**BE IT RESOLVED** that the City Recorder of the City of Vernonia, Oregon, file this resolution with the County Clerk and the County Assessor of Columbia County, Oregon, on or before July 15, 2016.

**APPROVED** by the City Council of the City of Vernonia, Columbia County, this 6<sup>th</sup> day of June, 2016.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

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Randall J. Parrow, Mayor

Attest: \_\_\_\_\_  
Stephanie Borst, City Recorder