

RESOLUTION 2423
Introduced by All Commissioners

A RESOLUTION OF THE CITY OF WARRENTON DESIGNATING AN ADVANCED FINANCING AREA OF BENEFITING PROPERTIES FOR CERTAIN PUBLIC IMPROVEMENTS FOR THE WARRENTON MEMORY CARE CENTER AND DIRECTING STAFF TO PREPARE A REIMBURSEMENT AGREEMENT WITH DOLPHIN ROAD, LLC FOR CITY COMMISSION APPROVAL

WHEREAS, Warrenton Municipal Code (WMC) Chapter 3.16 Advance Financing of Public Improvements permits those private developers who finance and install public improvements to seek reimbursement from the other persons or entities who benefit from those improvements; and

WHEREAS, Dolphin Road, LLC the builder (Dolphin) of the Warrenton Memory Care Center to be operated by the Clatsop Care Health District (District) was required to finance and construct certain public improvements that would have the capacity to serve not only the Warrenton Memory Care Center but also new and existing development on certain adjacent properties; and

WHEREAS, the District on behalf of Dolphin applied for the advanced financing for the public improvement as authorized by WMC 3.16; said public improvements are described in the City Engineer of Record's report; and

WHEREAS, the City's Engineer of Record prepared a report recommending approval of the reimbursement area with a methodology for equitably spreading the costs of the improvements among benefiting properties; and

WHEREAS, on November 25, 2014, the City Commission held an informational public hearing and accepted testimony on the proposed reimbursement area; and

WHEREAS, WMC 3.16.090 requires the City Commission's decision to be contained in a resolution.

NOW, THEREFORE, THE CITY OF WARRENTON RESOLVES AS FOLLOWS:

Section 1: The public improvements constructed by Dolphin and financed by Dolphin and the District to serve the Warrenton Memory Care Center with capacity to serve existing and new development on certain properties is hereby designated as an Advanced Financed Public Improvement.

Section 2. The City Engineer of Record's report, attached as Exhibit A and incorporated into this resolution, is approved and adopted.

Section 3: The properties benefiting from the public improvements are shown on a map under Item 1, in the Engineer of Record's report, and are listed in tabular form as Item 2. As

particularly described in WMC 3.16.100.A. each benefiting property is required to pay to the city its equitable share of the improvements at such time as the owners apply for access or connection to the advanced financed public improvement or apply for building permits for projects that utilize the advance financed public improvements.

Section 4: The amount to be paid by each benefiting property will be increased by 3.5 percent per annum simple interest from the date of this resolution.

Section 5: The City Manager is directed to prepare an agreement with Dolphin for City Commission approval in accordance with WMC 3.16.090.

Section 5: An administrative fee for the City's benefit is established in the amount of 1%. This fee will be subtracted from the reimbursement distributed to the District after each benefiting property owner makes payment. Dolphin has directed that all reimbursements are to be paid to the District on behalf of Dolphin.

Section 6: The Dolphin's right to reimbursement ends ten (10) years from the effective date of this resolution.

Section 7: This resolution shall be effective upon its adoption. (11/25/14 mins)

ADOPTED by the City Commission of the City of Warrenton this 25th Day of November, 2014.

City Recorder

APPROVED

Mark Kujala

Mark Kujala, Mayor

ATTEST

Linda Engbretson

Linda Engbretson, City Recorder

ATTEST

Kurt Fritsch

Kurt Fritsch, City Manager



HaumiGlobal Partner

4253-a hwy 101 n • seaside, oregon 97138
ph (503) 738-3425 • fax (503) 738-7455
www.otak.com

November 18, 2014

City of Warrenton
Attn: Skip Urling – Planning Director
225 S. Main Avenue
PO Box 250
Warrenton, Or 97146

**Re: Warrenton Memory Care– Sanitary Sewer Pump Station – Advanced Funding
Otak Project No. 67411.009**

Dear Mr. Urling:

You asked that I prepare report discussing the Advanced Financing of the Warrenton Memory Care Pump Station.

Per Section 3.16.060 *Direct Analysis*, the City is required to make an analysis of the advance financed public improvements:

3.16.060 Direct Analysis

Upon receipt of the application for advance financed public improvements, the City Manager or the City Manager's designee shall make an analysis of the advance financed public improvements and shall prepare a report to be submitted to the Commission for review, discussion, and public hearing. Such report shall include those items submitted as part of the application package identified above. (Ord. 1043-A § 6, 2000)

Per Section 3.16.050 (A) *Receipt of application*, the report shall include the following information:

1. maps depicting tax lot and assessor's information;
2. an address list identifying affected adjacent properties and owners;
3. engineering drawings approved by the Commission;
4. project engineer's cost estimate or actual cost in cases where the improvement has been constructed; and
5. three independent bids or a project cost agreed upon by the developer and the Commission.

With City staff input and assistance, the developer has provided much of this information. This information has been reviewed by the City and is included as part of this letter report.

1. Maps depicting tax lot and assessor's information.

Additional information is also included in Attachment A



2. an address list identifying affected adjacent properties and owners

Also attached to this letter is a breakout of

Taxlotkey	Acct	Owner	Mailing Address	City	State
81027C005202	32078	OREGON STATE DEPT OF TRANSPORT		Salem	OR
81033A000104	32589	NIEMI DARRYL J/BARBARA A	2165 SE Dolphin Ave	Warrenton	OR
81033A000103	32588	REED DAVID T/REBECCA J	2143 SE Dolphin Ave	Warrenton	OR
810340002300	51755	NYGAARD DAVID 1/4	PO Box 100	Warrenton	OR
810340002301	32855	NYGAARD LAND LLC	PO Box 100	Warrenton	OR
81033A000101	32587	MOORE GARY K	2187 SE Dolphin Ave	Warrenton	OR
81033A000200	32590	STONEGATE INVESTMENT TRUST LLC	203 SE 198th PL #Ste 1031	Camas	WA
810340002302	51754	JP HAMMER PROPERTIES LLC	PO Box 2266	Eugene	OR
81033A000300	50274	FUITEN WEST PARTNERSHIP	5475 NE Dawson Creek Dr	Hillsboro	OR
81033A000400	50277	RA'IZLAF WALTER/CAROL 90.01%	3234 NE Wasco St	Portland	OR
810340002201	32853	BLUE BELL ENTERPRISES LLC	825 NE Multnomah St Ste #1900	Portland	OR
81033A000500	50278	FUITEN WEST PARTNERSHIP	5475 NE Dawson Creek Dr	Hillsboro	OR
81033A000600	32595	SHAMROCK YACHATS LLC	1430 Willamette St	Eugene	OR
810340002200	51702	BIG CHIEF LLC	PO Box 204	Astoria	OR
810340002203	57574	BIG CHIEF LLC	PO Box 204	Astoria	OR
810340002202	58961	KDA INC	PO Box 1178	Warrenton	OR

3. Engineering drawings approved by the Commission

This pump station has been reviewed by the City and approved for construction by the Oregon Department of Environmental Quality. Construction is near completion.

4. Project engineer's cost estimate or actual cost in cases where the improvement has been constructed

The estimate for this project is \$275,766. This estimate includes actual cost for materials and engineering and estimated cost of construction. This cost is broken out in detail in Attachment A.

5. Three independent bids or a project cost agreed upon by the developer and the Commission.

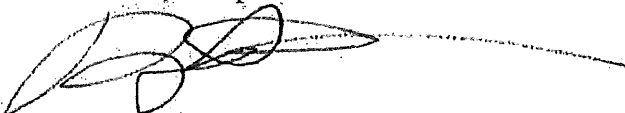
The City has reviewed the project costs and we agree with actual cost and estimated costs.

Attached to this report are the following:

1. Attachment A
 - a. Letter Dated September 18, 2014, addressed to Kurt Fritsch
 - b. Mead Engineering Bill Statements
 - c. Pump Station Material Quote
 - d. TFT Construction Bill Statement
 - e. Pacific Power Service Contract
 - f. Sketch of Sewer Service Area (Superseded by Mead Engineering Letter Dated October 31, 2014, Attachment B)
 - g. List of Benefited Properties (Superseded by Mead Engineering Letter Dated October 31, 2014, Attachment B)
 - h. Description of Sewer Service Area – Mead Engineering ((Superseded by Mead Engineering Letter Dated October 31, 2014, Attachment B)
 - i. Letter Dated July 15, 2014, addressed to Kurt Fritsch
 - j. Cost Analysis of Sewer Pump Station
2. Attachment B
 - a. Pump Station Service Area Letter (Mead Engineering October 31, 2014)
3. Attachment C
 - a. Memory Care Sewer Pump Station Advanced Financing Benefiting Properties

Sincerely,

HLB Otak, Incorporated



Richard Collin Stelzig, PE
Professional Engineer

Attachment A



September 18, 2014

Kurt Fritsch
City Manager
City of Warrenton
225 S. Main Avenue
Warrenton, OR 97146

Re: Warrenton Memory Care Center Sewer Pump Request for Advanced Funding

Dear Kurt

In response to your letter dated 8/14/2014 I have attached the following:

- Copies of invoices for expenses incurred to date for the facility.
- Map depicting the boundary of the potentially benefitted properties (boundary shown in hash marks) and labeled as requested.
- List of tax lots/owners that will potentially benefit from the project matching the map described above. A Clatsop County Webmaps Real Property Map Summary for each lot is also included.
- Letter from Mead Engineering (Mark Mead) describing how the service area for the sewer pump station was determined.

Should you need further information please feel free to give me or project consultant Hiller West a call.

Yours truly,

Nicole Williams
CEO
Clatsop Care Health District

For generations, proudly caring for our community.

646 Sixteenth Street, Astoria, OR 97103 • Phone: (503) 325-0313 • Fax: (503) 325-0115 • www.clatsopcare.org

11/11/2013	Mead Engineering		27	4,695.00
11/27/2013	Lazerquick Seaside		27	73.00
1/10/2014	Mead Engineering		27	1,750.00
1/10/2014	Mead Engineering		27	1,895.00
5/27/2014	Flyglet Zylar			64,607.00
5/27/2014	TFT Construction, Inc	wet well		15,000.00
7/3/2014	Pacific Power		27	1,886.00
				<hr/>
				89,906.00

Sent to Nicole
 July 23
 and
 Duke

Mead Engineering
89643 Ocean Drive, Warrenton, Oregon 97146
Ph. 503-738-2538
mark@meadeng.com

30 Oct. 2013

Olstedt Construction
PO Box 2363
Gearhart, Oregon 97138

Re: Warrenton Care Center Building
Pump station

STATEMENT

Description	Hours	Rate	Total
Professional Engineer	1.5 hrs	\$150.00	\$225.00
Project Engineer	32 hrs	\$95.00	\$3040.00
Drafting	22 hrs	\$65.00	\$1430.00
TOTAL			\$4695.00

Date	Finance Charge	Over 30 Days	Current	Total
10/30/2013	\$0.00	\$0.00	\$4695.00	\$4695.00

Finance Charge at 1.5% per month with a late fee of \$25.00.

Collections of past due accounts (over 30 days) will be charged \$200.00 per hour for all collection time plus all other costs including but not limited to attorneys and court costs.

Mead Engineering
89643 Ocean Drive, Warrenton, Oregon 97146
Ph. 503-738-2538
mark@meadeng.com

6 Jan. 2014

Warrenton Care Facility
Olstedt Construction
PO Box 2363
Gearhart, Oregon 97138

Re: Warrenton Care Center Pump Station
Revisions

STATEMENT

Description	Hours	Rate	Total
Professional Engineer	1.5 hrs	\$150.00	\$225.00
Project Engineer	14 hrs	\$95.00	\$1330.00
Drafting	3 hrs	\$65.00	\$195.00
TOTAL			\$1750.00

Date	Finance Charge	Over 30 Days	Current	Total
1/06/2014	\$0.00	\$0.00	\$1750.00	\$1750.00

Finance Charge at 1.5% per month with a late fee of \$25.00.

Collections of past due accounts (over 30 days) will be charged \$200.00 per hour for all collection time plus all other costs including but not limited to attorneys and court costs.

Gmail

GROUPS
Inbox (4)
Starred
Important
Sent Mail
More

Save \$600 On Average

care center billing

Mark Read
to me
see attached

2 Attachments

Attachment 1
Attachment 2
Attachment 3
Attachment 4
Attachment 5
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Mead Engineering
89643 Ocean Drive, Warrenton, Oregon 97146
Ph. 503-738-2538
msrk@meadeng.com

6 May 2014

Warrenton Cans Facility
Clifton Construction
PO Box 2363
Gearhart, Oregon 97138

Re: Warrenton Core Center Pump Station
Revisions 1/05 - 5/01

STATEMENT

Description	Hours	Rate	Total
Professional Engineer	1 hrs	\$150.00	\$150.00
Project Engineer	17 hrs	\$95.00	\$1615.00
Drafting	2 hrs	\$65.00	\$130.00
TOTAL			\$1895.00

Date	Finance Charge	Over 30 Days	Current	Total
5/06/2014	\$0.00	\$0.00	\$1895.00	\$1895.00

Finance Charge at 1.5% per month with a late fee of \$25.00.

Collections of past due accounts (over 30 days) will be charged \$200.00 per hour for all collection time plus all other costs including but not limited to attorneys and court costs.

#27

View All

06 May 2014 Pump Station.pdf
2/2/2

Send with



Xylem Water Solutions USA, Inc.
Flygt Products

2630 North Marine Dr
Portland, Oregon 97217
Tel (503) 240-1980
Fax (503) 240-3445

March 27, 2014

Quote # 2014-POR-0056

Steve Olstedt
Olstedt Construction, Inc.
1475 N Roosevelt
Seaside, OR 97138

Re: City of Warrenton - Memory Care Facility

NP3085

Qty	Description
2	Flygt Model NP-3085.092 3" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 3 HP 1750 RPM motor, 465 impeller, 1 x 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve, Explosion proof

Wet Well Accessories

Qty	Description
1	4" TOP Discharge connection, cast Iron, RH
1	4" TOP Discharge connection, cast Iron, LH
2	2" Upper guide bar bracket, stainless steel
1	Cable holder, stainless steel
2	Lifting Chain, 1/4" stainless steel, 15' length
4	Shackle, 3/8" stainless steel
1	Wetwell Access Hatch, 30" x 50", featuring and angle style frame, watertight/gastight, H2O rated, single door with hold open arm, flush watertight lift handle, tamperproof fasteners, stainless steel watertight camlocks, EPDM gasket material and single hinged hatch safety grate.

Control Building

Qty	Description
1	Flygt Pre-Engineered Fiberglass Control Building 6x8 nominal 3" R18 foam core
1	MJK 3400 4-20mA level sensor 5m
2	Flygt ENM-10 float sensor, 40' cable
2	Flygt SmartRun 5/230/3
1	316 stainless steel cable enclosure, disconnect panel



Qty	Description
1	Control Interface for Smartrun controls. Includes auto-dialer and connections for future SCADA
1	Pump Disconnect Panel. NEMA 4X S/S with 30A Meltric Plugs
1	200A Power Meter Base 304S/S and SQD 100KVA power transformer
1	Service Rated 200A 3R service and distribution panel with two mechanically interlocked circuit breakers. 200A Meltric generator Inlet and mating plug

Startup and Training

Qty	Description
1	Startup assistance and training by factory trained technician

Total Price for Pumps, Accessories, Controls, Startup and Training \$ 62,384.00

TOP Insert

Qty	Description
1	TOP 100 fiberglass Insert for concrete manufacturers installation
1	TOP attachment kit for 4" discharge connections

Total Price for TOP Insert \$ 2,223.00

Notes and Exclusions: See Next Page

\$ 64,607.00

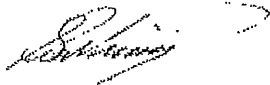
Notes and Exclusions:

- Quotation includes only items listed and specified above.
- Does not include Mission SCADA as City is still determining options for Flygt Smartrun control stations. Auto dialer is offered in lieu.
- TOP100 base offered for installation at concrete manufacturing site.
 - Does not include installation brackets which would be required for field installation.
 - Field installation for a 6' well would require TOP150 insert.
- Circuit breaker and bench supplied for portable air compressor (by others) if required.
 - Estimated cost for Flygt supplied compressor is \$700.00.
- Power provisions, 200A service has been provided (Warrenton standard).
 - Significant savings can be achieved by using a 100A meter base and distribution system.
- Freight charges are included in above pricing.

Incoterm: 14 FOB@O - FOB Origin **Named Placed:** 02 - US WH/ Factory
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Payment Terms: 90% N60, 10%N120

Sincerely,



Simon Cartwright

Phone: (503) 290-2174

Cell: (503) 913-0119

simon.cartwright@xylemInc.com



TFT Construction Inc.
53990 West Lane Road
Scappoose, OR. 97056
Office: (503) 543-7979
Fax: (503) 543-7299
CCB #104648

Customer#: DPL
Invoice #7A
Invoice Date: May 28, 2014
Due Date: June 27, 2014

Bill To:
Steve Olstedt
Dolphin Partners LLC
PO Box 2363
Seaside, OR 97138-2363

13112
Job: Clatsop Memory Care
2219 SE Dolphin Road
Warrenton, OR. 97146

DESCRIPTION	QUANTITY	PRICE
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Billing #7A – Wetwell

Materials:	\$15,000	\$15,000
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Thank you for your business!

(OR May2013 - NoRfnd)
Account #:55233290.153
Service ID #:188226363.004
Monthly

Marilyn Brockey
C/C: 11201
Request #: 5907133
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KW OR LESS)
between
PACIFIC POWER
and
OLSTEDT CONSTRUCTION**

This General Service Contract ("Contract"), dated June 11, 2014, is between PacifiCorp, doing business as Pacific Power ("Company"), and **Olstedt Construction** ("Customer"), for electric service for Customer's Pump Station operation at or near 2219 SE Dolphin Ave., Warrenton, Oregon.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Oregon Public Utility Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/208 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kW that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 4 kW (diversified, based on Customer's submitted load prior to the signing of this Contract) unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$990.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance") in the amount of \$1,886.00, of which the Customer has paid \$0.00 for engineering, design, or other advance payment for Company's facilities. **The balance due is \$1,886.00.**
4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$29.16 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.

5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Term.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the remaining Contract Minimum Billing for the remainder of the five year term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the Customer signature date given on page five (5), then Company may unilaterally terminate this Contract. If Company has not installed Improvements, then such termination of this Contract shall not be treated as a Customer default and Customer shall not be responsible for paying the Contract Minimum Billing for the five (5) year term, only Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within said one-hundred fifty (150) days, then the failure of Customer being ready to receive service from Company may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for the five (5) year term.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Special Provisions:** None
9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric

Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

10. **Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the

event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information.** Upon the Company's request, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.
13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts executed in and to be wholly performed in Oregon by persons domiciled in the State of Oregon. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Oregon, or state courts of the State of Oregon, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

OLSTEDT CONSTRUCTION

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

CITY, STATE, ZIP

PACIFIC POWER

By _____
signature

Steve McGrorty _____ Manager
NAME (type or print legibly) TITLE

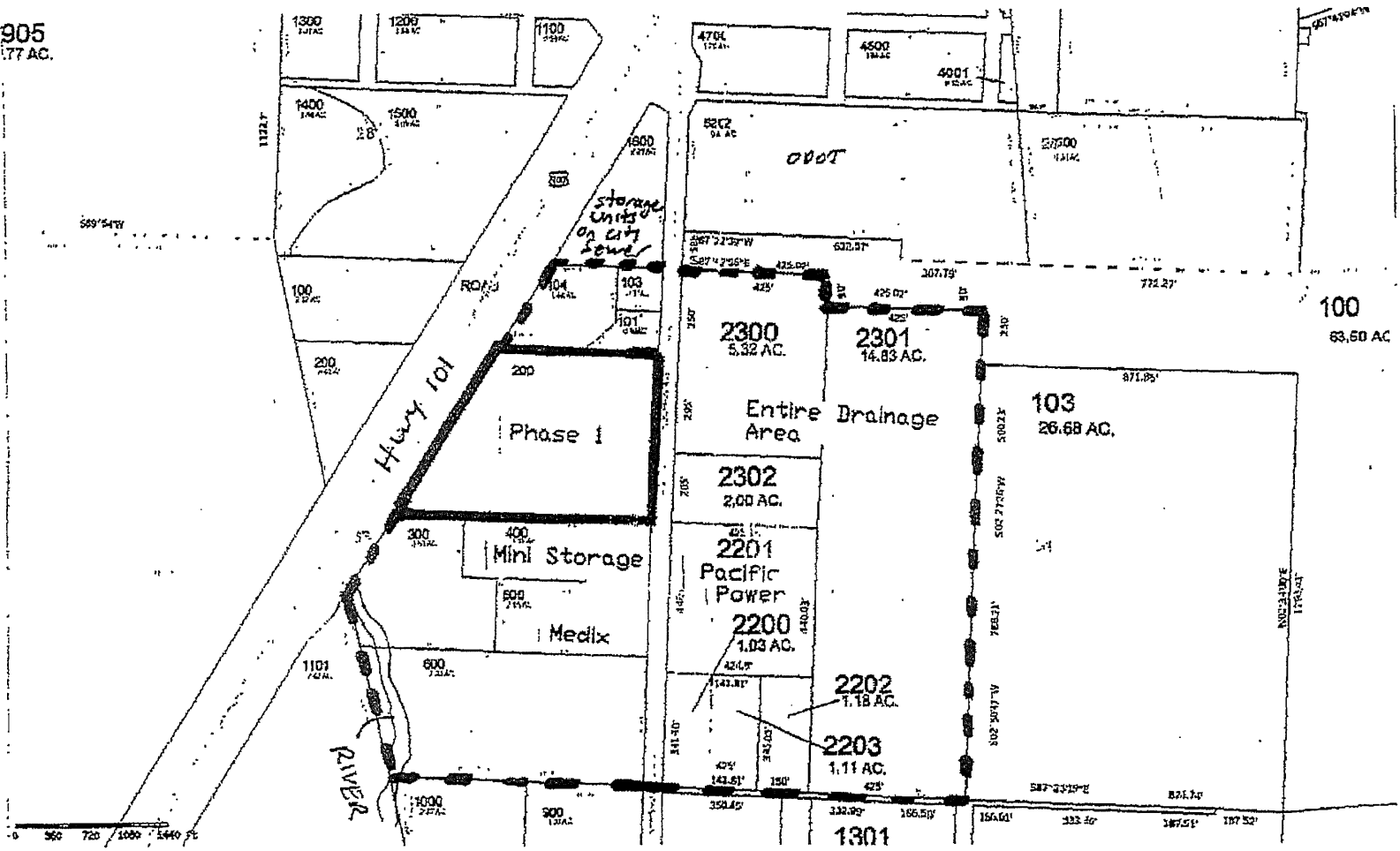
DATE

Pacific Power's Mailing Address for Executed Contract

2340 SE Dolphin Ave _____
ADDRESS

Warrenton, OR 97146 _____
CITY, STATE, ZIP

905
177 AC.



WARRENTON MEMORY CARE FACILITY
 Site Plan
 Silver Service Area

Service Area Boundary
 (potentially benefitted properties)

CLATSOP CARE HEALTH DISTRICT – MEMORY CENTER

LIST OF BENEFITTED PROPERTIES – SEWER PUMP STATION

<u>TAX LOT NUMBER</u>	<u>OWNER(S)</u>
810340002302	Butorl Tom
81033A000500	Fuiten West Partnership
81033A000600	Shamrock Yachats LLC
810340002300	Nygaard David ¼ Warrenton Fiber Company ½ Nygaard John ¼
81033A000101	Moore Gary K; Moore Family Rev Living Trust
81033A000200	Stonegate Investment Trust LLC Gearhart Land II LLC/Chex Park II Golden State Holdings LLC
81033A000400	Ratzlaf Walter/Carol 90.01% White Gerald W/M Therese 4.06% Ratzlaf Walter 5.93%
81033A000300	Fuiten West Partnership
81033A000103	Reed David T/Rebecca J
81033A000104	Niemi Darryl J/Barbara A
810340002200	Big Chief LLC
810340002203	Big Chief LLC
810340002202	KDA Inc
810340002301	Nygaard Land LLC
810340002201	Blue Bell Enterprises LLC Pacifcorp DBA Pacific Power & Light Lessee

Mead Engineering
89643 Ocean Drive, Warrenton, Oregon 97146
Ph. 503-738-2538
Email: mark@meadeng.com

Project: Warrenton Memory Care
Dolphin Rd., Warrenton, Or

16 Sept. 2014

To: Steve Olstedt

From: Mark M. Mead PE
mm

The service area for this pump station was determined based upon the following:

The western boundary is Hwy 101 and the Skiponon River.

The Southern boundary is the Warrenton City Limit Line.

The Northern boundary is the property currently served by City of Warrenton sewer.

The Eastern boundary is the property's that front onto Dolphin road along with tax lot 2301 since it is under the same ownership as tax lot 2300 which fronts onto Dolphin road. The properties east of these properties can be serviced from future sewer located north and east of these properties.

See attached service map area for pump station

Mark M. Mead
Professional Engineer Oregon 12181, Hawaii 7492, Washington 49698
Geotechnical Engineer Oregon 12181
Professional Land Surveyor Oregon 2259
Oregon Structural Inspector #25555IA
Oregon Structural Plans Examiner #2554PEA
OIC-OR Inspector Certification #OIC2587



July 15, 2014

Mr. Kurt Fritsch
City Manager
City of Warrenton
225 S. Main Avenue
Warrenton, OR 97146

Re: Sewer pump station / request for advance financing approval

Dear Kurt,

In accordance with Ch. 3.16 Advanced Financing of Public Improvements, the Clatsop Care Health District wishes to submit the attached application documents for financing of the sewer pump station required for the Clatsop Memory Care Facility, located at 2219 SE Dolphin Avenue in Warrenton.

The new pump station will serve the 32-bed memory care facility along with the area along Dolphin Road adjacent to the site, east of highway 101, south to the city limits, and undeveloped property to the east. The pump station will serve this facility first and will serve the other properties as the sanitary sewer main is extended out beyond the site. The facility property along with the developed and undeveloped properties in this drainage area is zoned for commercial and industrial uses.

The formula proposed for reimbursement would be based on the area (in acres) for each of the benefitted properties. The property under ownership by the Clatsop Care Health District on which the memory facility will sit would be responsible for its proportional share of the total cost for the sewer pump station.

For generations, proudly caring for our community.

and associated equipment. The proportional share is proposed to be calculated based on the ratio of total cost (of the sewer pump facility) to acreage for each benefitted property.

The following documents are included with this submittal:

1. Cover letter
2. \$700 filing fee
3. Map depicting potentially benefitted tax lots with assessor's information attached
4. Address list identifying affected properties and owners
5. Project Engineer's report and drawings including cost estimate

As provided by Ch. 3.16, the Clatsop Care Health District requests that, following review of the above materials, a public hearing be scheduled by the City Commission for consideration of a Resolution establishing the advanced financed district.

Please let me know at 503-325-0313 ext. 207 if further information is needed or if you have any questions.

Sincerely,



Nicole Williams
CEO
Clatsop Care Health District

**COST ANALYSIS – SEWER PUMP STATION – CLATSOP CARE MEMORY CENTER,
WARRENTON OR**

Engineering for the sewer pump station is complete and some parts are on order. Costs incurred to date for engineering and parts are detailed below - invoices are attached (Part A):

Mead Engineering	Engineering	\$ 4,695
Mead Engineering	Engineering	1,750
Mead Engineering	Engineering	1,895
Xylem Water Solutions	Pumps, accessories	2,223
TFT Construction	Wetwell	15,000
Pacific Power	electric service	<u>1,886</u>
Sub total:		\$ 89,906

In addition to the above, the following future costs are anticipated (part B):

Install wet well and building	\$30,000
Pipe, fittings, vault fittings	22,000
Drill pipe and tap	20,000
Rock / pave / fabric	17,500
Electrician	11,000
Engineering	7,500
Clear site	2,500
Fencing	7,500
Pour pad for building	5,000
Rock for wet well and back fill	7,500
Permits	2,000
Dump fees and trucking	3,000
Survey	2,500
Paving	3,000
Sub total	\$ 138,000

+ expenses under A above	<u>89,906</u>
SUBTOTAL	\$ 227,906
+ 10 percent contractors fee	<u>22,790</u>
	250,696
+ 10 percent contingency	<u>25,070</u>
TOTAL	\$ 275,766

Attachment B

Mead Engineering
89643 Ocean Drive, Warrenton, Oregon 97146
Ph. 503-738-2538
Email: mark@meadeng.com

Project: Warrenton Memory Care
Dolphin Rd., Warrenton, Or

31 Oct. 2014

To: Skip Urling

From: Mark Mead PE

Re: Warrenton Memory Care
Pump Station Service Area



In the initial gravity sewer layouts for this area CKI engineering had discussing's with city personnel and Collin from HLB. They reviewed the topographic information for the area along with costs of construction and a service area was developed with the pump station being located along Dolphin road at the Memory Care property. The property that the pump station will occupy will be turned over to the city's control along with the ownership of the pump station once completed.

The service area for this pump station is as follows:

The western boundary is Hwy 101 and the Skipanon River.

The southern boundary is the Warrenton City Limit Line which is the southern boundaries of tax lots 600, 2200, 2203, 2202, 2301.

The Eastern boundary is the property's that front onto Dolphin road along with tax lot 2301 since it is under the same ownership as tax lot 2300 which fronts onto Dolphin road. The properties east of these properties can be serviced from future sewer located north and east of these properties.

The northern boundary is the northern side tax lots 2301, 2300, 103, 104. The mini storage property north of tax lots 103 and 104, which is tax lot 1600, is currently served by city sewer.

Tax lot 5202 is the ODOT maintenance yard area. Part of this property can be served by the gravity sewer main when it is extended north from the pump station along Dolphin road. There current building's sewer would not be able to gravity out to the sewer pipe in Dolphin road. A small grinder pump would have to be installed and maintained by ODOT to pump up approximately four feet in elevation to flow into the gravity sewer.

Mark M. Mead
Professional Engineer Oregon 12181, Hawaii 7492, Washington 49698
Geotechnical Engineer Oregon 12181
Professional Land Surveyor Oregon 2259
Oregon Structural Inspector #2555SIA
Oregon Structural Plans Examiner #2554PEA
OIC-OR Inspector Certification #OIC2587

Mead Engineering

89643 Ocean Drive, Warrenton, Oregon 97146

Ph. 503-738-2538

Email: mark@meadeng.com

Project: Warrenton Memory Care
Dolphin Rd., Warrenton, Or

This service area encompasses tax lots 101, 103, 104, 200, 300, 400, 500, 600, 2200, 2201, 2202, 2203, 2300, 2301, 2302 and 5202.

See service map area for this pump station.

Mark M. Mead

Professional Engineer Oregon 12181, Hawaii 7492, Washington 49698

Geotechnical Engineer Oregon 12181

Professional Land Surveyor Oregon 2259

Oregon Structural Inspector #2555SIA

Oregon Structural Plans Examiner #2554PEA

OIC-OR Inspector Certification #OIC2587

Attachment C

Memory Care Sewer Pump Station Advanced Financing Benefiting Properties

Tax Lot	Property Owner	Square Feet	Portion	Benefit Cost
81033A000101	Moore Gary K; Moore Family Rev Living Trust	20,038	0.008	\$2,206
81033A000103	Reed, David T/Rebecca J	16,117	0.006	\$1,774
81033A000104	Niemi Darryl J/Barbara A	32,726	0.013	\$3,603
81033A000200	Stonegate Investment Trust LLC Gearhart Land II LLC/Chex Park II Golden State Holdings LLC	369,389	0.147	\$40,670
81033A000300	Fuiten West Partnership	153,767	0.061	\$16,930
81033A000400	Ratzlaf Walter/Carol 90.01% White Gerald W/M Therese 4.06% Ratzlaf Walter 5.93%	98,881	0.039	\$10,887
81033A000500	Fuiten West Partnership	93,654	0.037	\$10,311
81033A000600	Shamrock Yachats LLC	313,632	0.125	\$34,531
810340002200	Big Chief LLC	44,867	0.018	\$4,940
810340002201	Blue Bell Enterprises LLC Pacifcorp DBA Pacific Power & Light Lessee	187,120	0.075	\$20,602
810340002202	KDA Inc	51,401	0.021	\$5,659
810340002203	Big Chief LLC	48,352	0.019	\$5,324
810340002300	Nygaard David 1/4 Warrenton Fiber Company 1/2 Nygaard John 1/4	231,739	0.093	\$25,514
810340002301	Nygaard Land LLC	345,995	0.138	\$38,094
810340002302	JP HAMMER PROPERTIES LLC	87,120	0.035	\$9,592
81027C005202	Oregon State Dept of Transport	409,900	0.164	\$45,130
		2,504,698	1.000	\$275,766
				\$275,766

ADVANCED FUNDING
REIMBURSEMENT AGREEMENT

Between
DOLPHIN ROAD, LLC

And
THE CITY WARRENTON, OREGON

THIS AGREEMENT is made and entered into this 25th day of November, 2014 by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "City", and Dolphin Road, LLC, an Oregon Limited Liability Company, hereinafter called "Dolphin".

RECITALS

WHEREAS, the Clatsop Care Health District, hereinafter called "District", will operate a Memory Care Residential Center, owned by Dolphin, which received land use approval from the City for construction by Olstedt Construction Inc., an Oregon corporation; and

WHEREAS, Dolphin was required by the City's land use decision to construct certain public improvements including a sanitary sewer pump station and pressure main; and

WHEREAS, in order to adequately provide for the area to be served by these public improvements, Dolphin designed and constructed facilities larger than necessary to serve only the memory care center property, and Dolphin extended those facilities beyond the boundaries of that property; and

WHEREAS, the District on behalf of Dolphin applied to the City under Warrenton Municipal Code (WMC), Chapter 3.16, for reimbursement of applicable portions of the cost of the public improvements through the City's Advance Financing of Public Improvements mechanism; and

WHEREAS, the City held a public hearing on November 25, 2014, for which public notice was properly provided according to WMC 3.16.080; and

WHEREAS, the City received testimony and evidence at the public hearing regarding the implementation of the Advance Financing of Public Improvements ordinance and the properties benefitting from the oversized and off-site Memory Care public improvements; and

WHEREAS, the City adopted Resolution No. 2423 approving the City Engineer of Record's Report describing the public improvements, analyzing Dolphin's engineer's identification of the properties that will benefit from the installation of the oversized and off-site improvements, and establishing the proposed reimbursement area; and

WHEREAS, the City Commission has determined that Dolphin is entitled to reimbursement for the share of that cost attributable to other benefited properties; and

WHEREAS, Resolution 2423 authorizes the City Commission to enter into an Agreement with Dolphin;

NOW, THEREFORE, in consideration of the foregoing and consistent with the terms of WMC 3.16.090 and Resolution 2423 the parties agree as follows:

1. Cost of the Public Improvements:

The public improvements subject to this agreement are those sanitary sewer facilities described in the City Engineer's report on the Warrenton Memory Care Advanced Financing of Public Improvements Report incorporated by reference in Resolution No. 2423 adopted by the Warrenton City Commission on November 25, 2014.

The total cost of the public improvements to Dolphin is \$275,766.00. The total cost of the public improvements eligible for reimbursement is \$235,096.00. The total amount reimbursed to Dolphin may not exceed \$235,096.00, plus 3.5 percent per annum simple interest computed from the date of the adoption of Resolution 2423.

2. Public Improvements.

Pursuant to WMC 3.16.100.G, the public improvement installed pursuant to this advance financing agreement shall become and remain the sole property of the City.

3. Properties Subject to Reimbursement District and Cost Methodology:

The boundary of the public improvements benefit area, a description of the subject properties and the owners thereof, and the methodology employed by the City to allocate the cost for the public improvements across the subject properties is included in the Engineer of Record's Report attached as Exhibit "A" hereto and incorporated by this reference.

4. Warranties for Public Improvements

Dolphin agrees that all public improvements for which reimbursement is provided under Resolution 2423 will be or have been constructed to applicable city design and

construction standards. Dolphin guarantees the public improvements to be free of any material defects in materials or workmanship for a period of twelve (12) months following the date of installation.

5. Payment of Reimbursement Fee:

Under Resolution 2423 an owner of real property in the identified benefitting area is required to pay the reimbursement fee to the City in accordance with WMC 3.16.100, as may be amended from time to time. Within ninety (90) days of the City's receipt of the reimbursement fee, the City shall pay the fee, less an administrative cost equal to one percent of the fee, to the District. Dolphin hereby instructs the City to pay all sums due Dolphin under this Agreement directly to the District.

The City will make reasonable good faith efforts to properly charge reimbursement fees to property owners in the benefitted area, account for and collect the reimbursement fee from any affected property, but is not liable for any failure to collect such fee. All fees which become due prior to the expiration of the 10-year term in Resolution 2433 shall be collected and paid to the District as provided for herein.

6. Indemnification:

Dolphin agrees to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees and related litigation costs at both trial and appeal level, whether or not a trial or appeal ever takes place, are incurred by the City since the implementation of the Advance Financing of Public Improvements resolution for the Warrenton Memory Care Center, or may be asserted by any person or entity which in any way arise from or are connected with the City's establishment of the benefitting area or entering into this Agreement.

Dolphin agrees that the City will not be liable for any of the alleged damages incurred by Dolphin, including all costs and attorney fees, under this agreement or as a result of any aspect of the implementation of Advance Financing of Public Improvements ordinance for the Warrenton Memory Care Center and Dolphin waives and is estopped from bringing a claim of any kind, including a claim in inverse condemnation, because Dolphin has benefited by the city's approval of its the Warrenton Memory Care Center land use development, the required improvements and the advanced finance reimbursement.

7. Modification

This Agreement may be modified only by mutual written consent of the City and the Dolphin.

8. Complete Agreement:

This Agreement and any referenced attachments constitute the complete agreement between the City and Dolphin and supersedes all prior written agreements or oral discussions related to the same matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF WARRENTON:

DOLPHIN ROAD, LLC

Mark Kujala
Mayor

Steven Olstedt
Member

Date

Date

Bruce Ritchie
Member

Attest:

Kurt Fritsch
City Manager

Approved as to form:

City Attorney