

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
November 9, 2021– 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings will be conducted in the Commission Chambers with a limited seating arrangement. To adhere to social distancing recommendations, meetings will now also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 10.26.21
- B. City Commission Work Session Minutes – 10.26.21
- C. Monthly Finance Report – September 2021
- D. Building Department Quarterly Report- July – September 2021
- E. Review and Revision of Library Policies
- F. Traffic Sign Revision Request - SW 9th Street

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than 5:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** – None

7. **BUSINESS ITEMS**

- A. Consideration of Professional Services Contract for Wastewater Treatment Facilities Master Plan Project - Kennedy/Jenks Consultants
- B. Consideration of Realtor Services Contract
- C. Consideration of Second Reading of Ordinance No. 1255 - Repealing Ord. No. 123-A; Official City Flower
- D. Consideration of Resolution No. 2612; Adopting Daffodil as Official City Flower
- E. Consideration of Contract for Purchase of Dodge Durango Police SUV
- F. Consideration of Enforcement Guidance / Potential Nuisance Appeal

8. **DISCUSSION ITEMS** – None

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

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

11. **ADJOURNMENT**

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

MINUTES
 Warrenton City Commission
 October 26, 2021
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:04 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Mark Baldwin, Tom Dyer, Gerald Poe, and Rick Newton

Staff Present: City Manager Linda Engbretson, Harbormaster Jane Sweet, City Recorder Dawne Shaw, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Fire Chief Brian Alsbury, Police Chief Mathew Workman, Police Sergeant Jim Pierce, Planning Director Scott Hazelton, and Deputy City Recorder Rebecca Sprengeler

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 10.12.21
- B. Parks Advisory Board Minutes – 6.14.21
- C. Letter of Support – Connect Oregon Grant; East Mooring Basin Causeway Rehabilitation
- D. Harbormaster’s Quarterly Report; July – September 2021
- E. City Recorder’s Quarterly Report; July – September 2021
- F. Police Department Monthly Report – September 2021

Commissioner Newton discussed the police statistics with Police Chief Mathew Workman.

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

Newton – aye; Dyer – aye; Poe – aye; Baldwin – aye; Balensifer – aye

COMMISSIONER REPORTS

City Manager Linda Engbretson requested to add a contract for self-contained breathing apparatuses (SCBA’s) to the agenda; there were no objections to add it as item 7.D.

PUBLIC COMMENT

Riley Keown noted the nuisance property on the agenda and stated he wants to know what they need to do to address the parking issues near St. Francis De Sales Mission Church. He discussed

efforts to address the issue and asked about city enforcement. Chief Workman explained what police can and cannot do to enforce parking on private property. Mr. Keown explained his concern is cars parked in front of the city property, not on their lot.

Bryan Kasler also spoke about the nuisance property on Fifth Avenue. There is person is living in a broken-down motorhome on a vacant lot called Ferguson Construction. He feels it looks unsafe and is not the neighborhood atmosphere Warrenton is looking for.

PUBLIC HEARINGS - None

BUSINESS ITEMS

Planning Director Scott Hazelton discussed a nuisance property at 876 Fifth Avenue in Hammond. He reviewed the process until this point and stated the Planning Department mailed notice to the property owners on September 14, 2021 and requested abatement of the issue by September 29, 2021. He noted vehicles had been removed then replaced in the right-of-way as reported by Police Sergeant Jim Pierce. He outlined the code violations and noted lack of a 48-hour RV permit.

Commissioner Newton stated he will abstain from voting on this matter. Mayor Balensifer asked for clarification on the process for nuisance declarations. Mr. Hazelton explained a miscommunication. Ms. Engbretson noted code violations go to the planning commission, while nuisance declarations go to the city commission. Mr. Hazelton added that the vehicles are still there, there appears to be some efforts to clean up the junk, and the RV is still occupied.

Mark Simonsen spoke in regard to the nuisance. He briefly spoke about the vehicles in question and outlined communication issues. He noted the steps he has taken to clean up the property. He explained ownership of the three lots; he cannot control what is co-owned. He stated the vehicles in the right-of-way are the city's responsibility to remove. He presented a photo of the property in question, stating there is nothing on the property except for the motorhome. He read a self-prepared statement about the homeless legislation and explained that based on the commission's decision, he will move the RV from private property to city property. Mr. Simonsen showed the commission various photos and asked them to weigh in on whether or not they are nuisances. Mayor Balensifer stated they are not determining nuisances other than what is before them. Commissioner Dyer asked about ownership of the RV and if it is licensed and registered. Mr. Simonsen stated no, but it's not on the road. It belongs to his son.

Ms. Engbretson clarified her understanding of the process; if the commission declares it a nuisance, time needs to be provided to abate the issue. Mayor Balensifer confirmed. Commissioner Poe feels the homeless term is being abused. The RV has been there a while and there is no remedy being said. He stated the RV occupant is not homeless; he has made his residence in an illegal fashion. Commissioner Baldwin agreed, noting he does not want to be part of this. Commissioner Dyer would like to see the RV licensed and registered. He would also like to get legal counsel involved to determine the definition of homeless. Ms. Engbretson noted legal counsel has been consulted. This is considered a camping violation under current ordinances.

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The use is not currently legal. Mayor Balensifer noted issues with RV's in yards. It is a violation of the land use zoning code. He noted the legislation mentioned in public comment does not go into effect yet and amendments are being developed to address it. The city has had multiple complaints about camping. He is not concerned about the legislation because it is being addressed with legal counsel. He asked for clarification on whether the abandoned vehicles are unregistered. Mr. Hazelton clarified it will be determined based upon commission decision. Commissioner Poe restated his thoughts. Brief discussion followed about the process.

Commissioner Baldwin made the motion to adopt the findings in the staff report and to declare that the property listed in the staff report, 876 Fifth Avenue in Hammond, has nuisances on it and is a nuisance. Motion was seconded and passed unanimously.

Newton – abstain; Dyer – aye; Poe – aye; Baldwin – aye; Balensifer – aye

Ms. Engbretson discussed a lease amendment of the Tackle Time lease. She noted consideration of the renewal was brought to the commission several months ago. Based on the appraisal, they were paying over the annual rental. She outlined the changes. Discussion followed on the termination terms and lease amount. Commissioner Baldwin would like to see the fee increase and noted concerns about the structure. Ms. Engbretson explained the city does not own the improvements and recalled previous direction from the commission. Commissioner Dyer stated he would like to have the building inspected before signing the lease. Mayor Balensifer agreed all lease properties should be inspected before renewal. He also agreed that the lease amount is low. Discussion continued. Commissioner Baldwin suggested a 3-year lease. Mayor Balensifer noted he likes the idea of a shorter-term lease and would like the Marinas Advisory Board to provide feedback for surrounding properties. Ms. Engbretson reminded the commission that she is working towards selling land. Mayor Balensifer stated he prefers to sell. Commissioner Poe agreed with a shorter lease and asked about renegotiating the terms. Mayor Balensifer noted the lease can be ended with 30-day notice if they want to revisit it. Commissioner Poe agreed there should be an inspection. Commissioner Newton agreed the amount is low and asked about taking 3% per year. Ms. Engbretson noted the rental COLA incorporated in the original lease

Commissioner Poe made the motion to authorize the Mayor's signature on the lease agreement between the City of Warrenton and Linda and Eugene Kane, dba, Tackle Time. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Baldwin – aye; Balensifer – aye

City Recorder Dawne Shaw discussed Ordinance 1255 to repeal Ordinance No. 123-A which designated the Phlox as the city flower. Spruce Up Warrenton requested to make the Daffodil the official city flower. It is necessary to repeal the original ordinance to remove Phlox as the city flower. A separate resolution will be prepared to declare the Daffodil as the new city flower. Commissioner Newton noted Spruce Up Warrenton's Daffodil bulbs.

Commissioner Dyer made the motion to conduct the first reading, by title only, of Ordinance No. 1255. Motion was seconded and passed unanimously.

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Newton – aye; Dyer – aye; Poe – aye; Baldwin – aye; Balensifer – aye

Mayor Balensifer conducted the first reading, by title only of Ordinance No. 1255; An Ordinance repealing Ordinance No. 123-A

Fire Chief Brian Alsbury discussed a contract for SCBA's. He noted they were awarded the SCBA grant and discussed the figures. He would like to order them before a price increase.

Commissioner Baldwin made the motion to authorize the Mayor's signature on the contract for goods titled MSA G-1 SCBA. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Baldwin – aye; Balensifer – aye

DISCUSSION ITEMS - None

GOOD OF THE ORDER

Commissioner Newton met with Finance Director April Clark about unusual numbers and explained. He noted the number of applications received for the Library Assistant position. He also noted the Fall Festival and discussed his family's recovery from COVID.

Commissioner Dyer noted 3 family members that had COVID. He is thankful for community support.

Mayor Balensifer noted it is good to be back and thanked Commissioner Dyer for presiding in his absence. He asked about clarification of Marina dredging discussion at the last meeting regarding a public comment. Harbormaster Jane Sweet clarified the discussion on the additional dredging. Mayor Balensifer noted a League of Oregon Cities work session he will be attending. He also noted being reappointed with the Oregon Mayor's Association.

There being no further business, Mayor Balensifer adjourned the regular meeting at 6:59 p.m.

Respectfully prepared and submitted by Rebecca Sprengeler, Deputy City Recorder.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

MINUTES
Warrenton City Commission
Work Session – October 26, 2021
5:15 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:17 p.m.

City Commissioners Present: Mayor Henry Balensifer, Tom Dyer, Mark Baldwin, Rick Newton, and Gerald Poe

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operation Manager Kyle Sharpsteen, Planning Director Scott Hazelton, Police Chief Mathew Workman, Police Sergeant Jim Pierce, Fire Chief Brian Alsbury, Deputy City Recorder Rebecca Sprengeler, and City Recorder Dawne Shaw

Police Chief Mathew Workman noted four legislative bills dealing with homelessness that necessitate changes to the camping ordinance. He has been working with legal counsel Emily Matasar and the Oregon Association Chiefs of Police. He noted meeting materials and stated he would like direction from the Commission on how to move forward with the revisions. He noted the previous work session on RVs, stating this discussion will overlap but will focus on camping and homelessness protections from current legislation. He reviewed a presentation about the new legislation, current city ordinances, recently changed ordinances from other cities, and options for regulation within the Warrenton Municipal Code (WMC). He noted HB 2006 does not apply to Warrenton and briefly discussed. HB 3124 – Removal of Homeless from Established Sites – does apply; it went into effect under emergency clause June 23, 2021. Many of the stipulations were addressed in the WMC after a work session in 2013. There are some additional modifications needed; the language has been prepared. He noted the main change is a 72-hour notice before removing camp sites. He also noted other changes and stipulations. He noted notice is not required when it is deemed there is illegal activity that is not directly related to homelessness. He noted they will be working with the Astoria Police Department to address the homeless camp near the Ocean View Cemetery that has been tied to illegal activity. He noted the notices still contain information directing people to the shelters in Astoria; the Mission Church is no longer allowing people to stay on their property. He noted HB 3261 does not apply to Warrenton and briefly discussed. He explained HB 3125 – Homelessness: Codification of Martin vs. Boise – and discussed legal suits in Medford and Grants Pass. This bill is effective July 1, 2023, but legal counsel advises addressing it now to avoid liability. He outlined changes referencing a PowerPoint and a printed copy of the bill. He discussed “objectively reasonable” as stated in the bill. He noted regulations for time, place, and manner cannot be as broad as the marijuana regulations. Chief Workman stated homeless camping cannot be outright prohibited but can be regulated and guided. He noted the camping chapter in the WMC and outlined changes that will be made. He noted sample ordinances from Dayton, Gladstone, McMinnville,

and Medford. He will be working with Ms. Matasar to incorporate the necessary sections and language required by law.

He reviewed ordinance amendment options as stated in the presentation including title, expanded, and clarified definitions around “camp” and “campsite.” He would like to be careful to not prohibit legal camping. He discussed time, place, and manner regulations. Three of the sample ordinances prohibit camping between 6:30 am – 9:30 pm on public property. For safety reasons, he would like to prohibit camping in city parks, trails, public parking lots, public property, and inside residential zones. He discussed a restriction to occupy no more than 120 cubic feet. He would like to prohibit structures and noted all things must be moveable if there are time restrictions. He discussed RV’s and homelessness. He would like to ensure restricted RV parking without violating homeless protections.

Commissioner Newton commented on a lack of funding for mental health support. Chief Workman responded discussing funding and programs. Chief Workman noted Police Sergeant Jim Pierce in attendance to answer questions about homelessness in Warrenton as the unofficial homeless liaison and member of the statewide task force. Commissioner Poe asked about timing of the ordinance; he would like to be creative and relaxed during high frequency visitor times and strict the rest of the year. Discussion followed about enforcement. Commissioner Dyer suggested adding language about offensive littering and issuing citations for repeat offenders. Chief Workman responded, noting caution from legal counsel about providing resources. Brief discussion followed. Mayor Balensifer noted Clatsop County’s needle program. He feels the County should be responsible for providing sharps containers and discussed safety concerns for first responders and illegal fires. Discussion continued. Regarding HB2006, Mayor Balensifer clarified the approval process for hypothetically restarting the warming center. Regarding HB3124, he asked if illegal fires or large amounts of combustible debris constitute danger for purposes of removal of camps. Chief Workman noted fire is not included as a means to stay warm because it is unsafe and noted another ordinance bans extra camping during fire season or at certain burn ban declarations. Discussion continued. Ms. Engbretson suggested an additional work session. Mayor Balensifer asked clarifying questions about the legislative bills. Fire Chief Brian Alsbury made comments about concerns with needles and sanitation at camps. Sergeant Pierce added comments on unattended and retaliatory fires. He noted the large amounts of garbage. He also spoke about the size of encampment structures and the need to regulate the size. Mayor Balensifer commented on poor condition and late model RV’s being fire hazards. He would like language about this regarding time, place, and manner restrictions. Ms. Engbretson commended staff for being cautious and attentive to be proactive and prepared. Commissioner Dyer asked about obtaining ownership information on RV’s. Chief Workman responded they try, but the derelict RV’s change hands often making it difficult.

There being no further business, Mayor Balensifer adjourned the work session at 6:00 p.m.

Respectfully prepared and submitted by Rebecca Sprengeler, Deputy City Recorder.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Volume 15, Issue 3

Monthly Finance Report
September 2021

November 9, 2021

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	.55%	1.00%
Prime Rate:	3.25%	3.25%
◆ CPI-U change:	5.4%	1.4%
◆ Unemployment Rates:		
Clatsop County:	not.avail.	8.3%
Oregon:	4.7%	7.5%
U.S.:	4.8%	7.8%

Department Statistics

◆ Utility Bills mailed	3,364
◆ New Service Connections	1
◆ Reminder Letters	461
◆ Door Hangers	117
◆ Water Service Discontinued	11
◆ Counter payments	425
◆ Mail payments	1,139
◆ Auto Pay Customers/pmts	711
◆ Online (Web) payments	1,027
◆ Checks issued	346

Current and Pending Projects

- ◆ Audit/Financial Statements FYE 6/30/21 Due 12/31/21
- ◆ ARPA Funding-Worksession 11/23/21
- ◆ SDC Annual Report due 12/31/21
- ◆ Landfill Financial Assurance Report due 12/31/21

Financial Narrative as of September 30, 2021

Note: Revenues and expenses should track at 3/12 or 25% of the budget.

Attached to this report is analysis and summaries of data for assessed value and property tax information for the City of Warrenton for the tax year 2021-2022.

Assessed value for the City of Warrenton is \$728,922,040, an increase of 3.6% from the prior year. Of that amount, \$626,754,112 (86%) is used to calculate the City of Warrenton tax and \$102,167,928 (14%) is used to calculate the Urban Renewal District tax. The Urban Renewal excess assessed value increased 14.7% from the prior year. The actual excess value of the Urban Renewal boundary is \$130,365,118, but due to the substantial amendment in 2019, the amount that can be used to calculate the tax is limited.

Tax amounts to be received are as follows for the permanent rate; \$1,086,348, local option rate \$461,439 (*Library \$249,631 and Police \$211,808*), bonded debt rate, \$580,126 for a total of \$2,127,913. Please keep in mind that these amounts will be reduced by discounts, uncollected taxes, and other reductions. The total levy last year was \$2,044,820.

The Urban Renewal Agency boundary value will raise \$944,114 at the rates of \$1.2976 per \$1,000 and at a rate of 65.19 cents per \$1,000 of assessed value depending on the tax code, for Urban Renewal. These rates are applied to each individual property's total assessed value whether

inside the boundary or not. The tax amount is also subject to discounts, credits, etc. This is \$65,813 more than the budgeted revenue of \$878,301. If the Agency collects 93.2% of the tax, then it is projected that we will be over budget by \$1,613.

The General Fund loses 23.4 cents per \$1,000, or \$170,558 in tax to the Urban Renewal Agency.

Taxpayers pay \$.7669 per \$1,000 of assessed value for bonded debt compared to \$.8364, last year.

If the County collects 93.2% of the total imposed taxes, the General Fund should see an excess of \$38,599 in property tax revenue for the permanent rate and police levy compared to budget. The Library would see an excess of \$7,756 compared to budget.

For every one million of assessed value added, the permanent rate plus the local option rate would raise \$2,280.10, annually. \$1,950.10 for the General Fund and \$330 for the Library.

Also, attached are data for Warrenton and surrounding area cities' assessed value, permanent rates, and total tax rates by tax code. Code 0113 is the latest annexation (by the airport) up to our Urban Growth Boundary and pays a different rate because they are in School 1 District as opposed to School 30 (Warrenton School District).

Taxpayers in code 3004/3010 and 0113 pay property taxes (to all jurisdictions) of \$2,723 and \$2,857, respectively on property assessed at \$200,000. Receipt of current property tax revenues begins in November.

Also, attached is Oregon population data. The city's per capita state distributions for 2021/2022 are based on Warrenton population estimate as of July 1, 2020 of 5,350.

General Fund: Year to date revenues amount to \$681,667, which is 14.9% of the budget, compared to the prior year amount of \$594,576, which was 13.4% of the budget and are up by \$87,091. Increases are shown in city franchise fees, transient room taxes, municipal court, police charges, fire charges, park charges, misc. and leases.

Expenses year to date amount to \$1,176,797, which is 23.1% of the budget, compared to the prior year amount of \$925,147, which was 19.6% of the budget.

Quincy Robinson Trust: The value of the trust at US Bank as of September 30, 2021 is \$1,097,514 up from \$931,610 as of July 1, 2020. The City receives an annual distribution of 5% of the fair market value based on the first business day of each taxable year or 85% of the net income, whichever is greater.

Financial data as of September, 2021

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,158,615	1,467,390	875,000	167.70	
Plus: Revenues	263,263	681,667	4,569,509	14.92	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	20,037	45,340	187,431	24.19	
Admin/Comm/Fin(ACF)	138,191	362,655	1,223,114	29.65	
Planning	20,058	50,184	287,914	17.43	
Police	197,325	489,680	2,098,395	23.34	
Fire	61,828	193,685	944,476	20.51	
Parks	12,179	35,253	186,654	18.89	
Transfers	-	-	170,778	-	
Total Expenditures	449,618	1,176,797	5,098,762	23.08	
Ending Fund Balance	972,260	972,260	345,747	281.21	

	WBL				Building Department			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	103,292	53,439	40,000	133.60	826,680	847,148	840,000	100.85
Plus: Revenues	(3,475)	58,164	59,500	97.75	42,259	75,898	332,361	22.84
Less: Expenditures	9,258	21,044	77,091	27.30	59,233	113,340	491,145	23.08
Ending Fund Balance	90,559	90,559	22,409	404.12	809,706	809,706	681,216	118.86

	State Tax Street				Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,569,895	2,608,279	1,900,000	137.28	660,153	266,345	265,000	100.51
Plus: Revenues	75,167	187,795	1,380,063	13.61	35,259	536,769	634,538	84.59
Less: Expenditures	165,003	316,015	2,983,459	10.59	51,278	158,980	741,644	21.44
Ending Fund Balance	2,480,059	2,480,059	296,604	836.15	644,134	644,134	157,894	407.95

Financial data as of September 2021, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	477,671	239,353	250,000	95.74	4,101,674	3,336,675	2,900,000	115.06
Plus: Revenues	39,114	373,857	351,548	106.35	478,572	1,498,639	6,492,447	23.08
Less: Expenditures	37,382	133,807	483,652	27.67	187,691	442,759	8,425,702	5.25
Ending Fund Balance	<u>479,403</u>	<u>479,403</u>	<u>117,896</u>	<u>406.63</u>	<u>4,392,555</u>	<u>4,392,555</u>	<u>966,745</u>	<u>454.37</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,270,103	3,110,780	3,000,000	103.69	1,497,444	1,473,868	1,300,000	113.37
Plus: Revenues	235,198	736,290	2,753,900	26.74	44,435	139,151	495,220	28.10
Less: Expenditures	133,959	475,728	4,908,806	9.69	70,781	141,921	1,182,221	12.00
Ending Fund Balance	<u>3,371,342</u>	<u>3,371,342</u>	<u>845,094</u>	<u>398.93</u>	<u>1,471,098</u>	<u>1,471,098</u>	<u>612,999</u>	<u>239.98</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	482,412	450,351	425,000	105.96	18,403	16,757	15,000	111.71
Plus: Revenues	107,836	323,863	1,165,092	27.80	233	4,714	16,600	28.40
Less: Expenditures	42,959	226,925	1,331,479	17.04	1,420	4,255	24,771	17.18
Ending Fund Balance	<u>547,289</u>	<u>547,289</u>	<u>258,613</u>	<u>211.62</u>	<u>17,216</u>	<u>17,216</u>	<u>6,829</u>	<u>252.10</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	117,147	162,709	168,000	96.85	12,982	13,174	16,220	81.22
Plus: Revenues	1,319	6,019	243,503	2.47	787	7,489	6,181,812	0.12
Less: Expenditures	20,909	71,171	283,477	25.11	827	7,721	6,198,032	0.12
Ending Fund Balance	<u>97,557</u>	<u>97,557</u>	<u>128,026</u>	<u>76.20</u>	<u>12,942</u>	<u>12,942</u>	<u>-</u>	<u>-</u>

Financial data as of September 2021, continued

(\$) Cash Balances as of September 30, 2021

General Fund	1,292,563	Warrenton Marina	617,596	Storm Sewer	1,462,444
WBL	90,144	Hammond Marina	485,921	Sanitation Fund	413,699
Building Department	846,587	Water Fund	3,616,159	Community Center	18,281
State Tax Street	2,621,228	Sewer Fund	3,047,083	Library	100,581

Warrenton Urban Renewal Agency

Capital Projects	12,984
Debt Service	2,241,518

General Fund Revenues	Collection Frequency	2020-2021 Budget	Actual as a	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				Sept 2021	Sept 2020	
Property taxes-current	AP	1,077,628	0.00	-	-	1,077,628
Property taxes-prior	AP	30,000	12.67	3,801	4,776	26,199
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	598,000	11.81	70,652	73,561	527,348
COW - franchise fees	M	256,281	34.74	89,020	85,592	167,261
Transient room tax	Q	525,212	4.87	25,579	4,014	499,633
Liquor licenses	A	550	0.00	-	-	550
State revenue sharing	MQ	168,891	7.69	12,983	27,655	155,908
Municipal court	M	136,700	21.27	29,079	20,038	107,621
Planning Fees	I	105,000	11.12	11,681	12,480	93,319
Police charges	I	21,000	25.60	5,377	3,692	15,623
Fire charges	SM	103,524	0.31	325	-	103,199
Park charges	I	-	0.00	655	-	-
Miscellaneous	I	1,200	1008.17	12,098	1,788	(10,898)
Interest	M	18,000	8.64	1,556	1,536	16,444
Lease receipts	M	216,473	25.96	56,206	53,384	160,267
Grants	I	-	0.00	-	909	-
Sub-total		3,258,459	9.79	319,012	289,425	2,939,447
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,167,282	31.07	362,655	305,151	804,627
Total revenues		4,425,741	15.40	681,667	594,576	3,744,074

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link, NW Nat & Charter-quarterly,
all others monthly

S - semi-annual

I - intermittently

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2022. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

CITY OF WARRENTON
History of Assessed Property Values and Property Taxes to be Received

	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-2013	2011-2012
Value	728,922,040	703,872,791	646,335,405	608,254,053	567,541,596	538,455,553	520,287,689	490,415,906	476,825,335	455,991,441	427,950,315
percentage increase from prior year	3.559%	8.902%	6.261%	7.173%	5.402%	3.492%	6.091%	2.850%	4.569%	6.552%	5.557%
Perm Rate Tax	1,086,348	1,026,739	934,923	878,926	835,421	795,137	773,823	731,942	705,604	678,058	642,181
Local Option Tax	461,439	429,362	394,265	371,034	212,828	201,920	195,108	183,835	178,809	170,996	160,481
Bonded Debt	580,126	588,719	572,589	579,463	586,088	722,734	720,218	696,481	673,056	687,544	713,264
Total Tax Amount to be Received	\$ 2,127,913	\$ 2,044,820	\$ 1,901,777	\$ 1,829,423	\$ 1,634,337	\$ 1,719,791	\$ 1,689,149	\$ 1,612,258	\$ 1,557,469	\$ 1,536,598	\$ 1,515,926
Urban Renewal Excess Assessed Value	102,167,928 *	89,104,514 *	86,558,966	81,999,845	67,343,430	62,370,427	56,963,784	52,179,015	54,333,847	50,006,896	43,451,283
percentage increase from prior year	14.661%	2.941%	5.560%	21.764%	7.973%	9.491%	9.170%	-3.966%	8.653%	15.087%	11.167%
Outside Urban Renewal Boundary Value	626,754,112	614,768,277	559,776,439	526,254,208	500,198,166	476,085,126	463,323,905	438,236,891	422,491,488	405,984,545	384,499,032
percentage increase from prior year	1.950%	9.824%	6.370%	5.209%	5.065%	2.754%	5.725%	3.727%	4.066%	5.588%	4.958%
Total Assessed Value of the City	728,922,040	703,872,791	646,335,405	608,254,053	567,541,596	538,455,553	520,287,689	490,415,906	476,825,335	455,991,441	427,950,315

*Amount Used to calculate tax

Actual Excess Assessed Value of Urban Renewal Area	130,365,118	121,547,366									
Due to a substantial amendment in 2019 to increase the maximum indebtedness, the amount of assessed value that may be used to calculate the tax is limited per ORS 457.470											

CITY OF WARRENTON
PROPERTY TAX ALLOCATION
2021/2022

	1.6701 PERM RATE	0.2800 0.3300 LOCAL OPTION	AMOUNT NEEDED OUTSIDE M5	TOTAL	
GENERAL FUND	100.00	0.4590			
LIBRARY		0.5410			
WWTP			1.0000		
AMOUNT IMPOSED	1,046,805.00	444,643.00	559,010.00	2,050,458.00	
<i>ADDL TAXES (ORS311.206) Roll Correction</i>	<i>0.51</i>	<i>0.22</i>	<i>0.27</i>	<i>77,455.00</i>	
GENERAL FUND	39,542.52	7,709.71		47,252.24	
LIBRARY		9,086.45		9,086.45	
WWTP			21,116.32	21,116.32	
TOTAL AMOUNT TO BE REC'D	1,086,347.52	461,439.16	580,126.32	2,127,913.00	
GENERAL FUND	1,086,347.52	211,808.14	-	1,298,155.66	PERCENTAGE
LIBRARY		249,631.02		249,631.02	0.6101
WWTP			580,126.32	580,126.32	0.1173
	1,086,347.52	461,439.16	580,126.32	2,127,913.00	0.2726

GF LOCAL OPTION - POLICE
LIBRARY LOCAL OPTION

Tax Rate	
0.2800	0.4590
0.3300	0.5410
0.6100	1.0000

WWTP
(ORS 311.206) Roll Correction

		Tax Rate	
559,010.00	0.9636	0.7669	Bonded Debt
21,116.32	0.0364	0.0290	Other Addl' Taxes
580,126.32	1.00	0.7959	

Urban Renewal Assessed Value (Used) 102,167,928
Outside Urban Renewal Boundary Value 626,754,112
Total Assessed Value of the City 728,922,040

Comparison to Budget:

	Budget	County Imposed Taxes	93.2% of Imposed Taxes	94.3% imposed taxes Variance to Budget
GF - Permanent Rate	980,394	1,086,348	1,012,476	32,082
GF - Local Option Police	190,888	211,808	197,405	6,517
				38,599
Local Option Library	224,975	249,631	232,731	7,756
GO Bond WWTP	518,421	580,126	540,678	22,257
	1,914,678	2,127,913	1,983,290	68,612

City of Warrenton
2021-2022 Analysis of Property Tax Rates and Assessed Values - Actual

ADC
10/22/2021
3:29 PM

Boundary Assessed Values		
102,167,928	urban renewal	14.02%
626,754,112	other	85.98%
<u>728,922,040</u>	<u>total assessed value</u>	<u>1</u>

w/o division of tax	Tax Rates	
	Division of Tax cow rate	urban rate
permanent rate	1.4361	0.2340
local option rate	0.6100	0
bond-wwtp	0.7669	0
<u>3.0470</u>	<u>2.8130</u>	<u>0.2340</u>

division of warrenton tax rates for URA			
code 3004 and 3010		code 0113	
0.2340	city of warrenton	0.2340	
0.0074	4H	0.0074	
0.2149	clatsop county	0.2149	
0.0176	port of astoria	0.0176	
0.0247	care center	0.0247	
0.1091	clatsop community	0.1091	
0.0215	nw esd	0.0215	
0.6457	school 30/school 1	0.0000	
0.0227	sunset trans	0.0227	
<u>1.2976</u>	<u>division of tax rate</u>	<u>0.6519</u>	

code 3004 and 3010	726,235,758	X	1.2976 divided by 1,000	=	942,353.56	
code 0113 (annexation)	2,686,282	X	0.6519 divided by 1,000	=	1,751.15	
	<u>728,922,040</u>				<u>944,104.71</u>	Amount allocated to Urban Renewal

944,114.26 County Table 4f

(9.55) variance immaterial

tax rates from code 3004 and 3010 and 0113

1.4361		
0.6100		
0.7669	2.8130	City of Warrenton allocation
0.2340		
0.0000	0.2340	Warrenton Urban Renewal Agency allocation (Division of City of Warrenton Tax)
<u>3.0470</u>	<u>3.0470</u>	

approx. amount diverted from COW General Fund to URA \$ 170,557.76

combined rate resulting from division of tax

3.0470

WARRENTON URBAN RENEWAL AGENCY
History of Assessed Property Values and Property Taxes to be Received

	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011
Value	¹ 102,167,928	¹ 89,104,514	86,558,966	81,999,845	67,343,430	62,370,427	56,963,784	52,179,015	54,333,847	50,006,896	43,451,283	39,086,393
percentage increase from prior year	14.66%	2.94%	5.56%	21.76%	7.97%	9.491%	9.170%	-3.966%	8.653%	15.087%	11.167%	51.676%
Total Amount to be Received ²	\$ 944,114	\$ 823,344	\$ 799,814	\$ 757,703	\$ 622,259	\$ 593,665	\$ 543,717	\$ 497,892	\$ 519,858	\$ 479,857	\$ 415,863	\$ 289,240
Budget	\$ 878,301	\$ 773,935	\$ 735,979	\$ 602,456	\$ 574,761	\$ 525,284	\$ 478,982	\$ 496,364	\$ 452,000	\$ 389,465	\$ 362,452	\$ 298,647
Variance of Budget to Amount to be Received	\$ 65,813	\$ 49,409	\$ 63,835	\$ 155,247	\$ 47,498	\$ 68,381	\$ 64,735	\$ 1,528	\$ 67,858	\$ 90,392	\$ 53,411	\$ (9,407)
Urban Renewal Assessed Value	102,167,928	89,104,514	86,558,966	81,999,845	67,343,430	62,370,427	56,963,784	52,179,015	54,333,847	50,006,896	43,451,283	39,086,393
Outside Urban Renewal Boundary Value	626,754,112	614,768,277	559,776,439	526,254,208	500,198,166	476,085,126	463,323,905	438,236,891	422,491,488	405,984,545	384,499,032	366,335,341
Total Assessed Value of the City	<u>728,922,040</u>	<u>703,872,791</u>	<u>646,335,405</u>	<u>608,254,053</u>	<u>567,541,596</u>	<u>538,455,553</u>	<u>520,287,689</u>	<u>490,415,906</u>	<u>476,825,335</u>	<u>455,991,441</u>	<u>427,950,315</u>	<u>405,421,734</u>

¹ Amount used to calculate tax. Due to a substantial amendment in 2019 to increase the maximum indebtedness, the amount of assessed value that may be used to calculate the tax is limited per ORS 457.470

² These amounts are not what will actually be received as they are subject to discounts, uncollected taxes, and other reductions.

Area Cities' Property Tax Rates
Tax Year 2021-2022

Tax Code	City of Warrenton		City of Astoria	City of Gearhart	City of Seaside	City of Cannon Beach
	0113	3004, 3010	0100, 0101	1005	1001	1008
School	5.8730	5.5225	5.8730	5.8628	5.8628	5.8628
Government	4.6312	4.6312	10.5249	3.1295	6.7597	3.9200
School Bonds	2.8143	2.4962	2.8143	1.4238	1.4238	1.4238
Government Bonds	0.9651	0.9651	0.1982	1.6124	0.4573	0.6822
Total Tax Rate	14.2836	13.6150	19.4104	12.0285	14.5036	11.8888
Total Tax on \$200,000 Assessed Value	\$ 2,856.72	\$ 2,723.00	\$ 3,882.08	\$ 2,405.70	\$ 2,900.72	\$ 2,377.76

Source: Clatsop County 2021-2022 Assessment and Taxation Summary, Tax Rate Schedules

**Area Cities' Property Tax Permanent Rate Levies
Tax Year 2021-2022**

	<u>City of Warrenton</u>	<u>City of Astoria</u>	<u>City of Gearhart</u>	<u>City of Seaside</u>	<u>City of Cannon Beach</u>
Population	5,350	9,675	1,545	6,565	1,740
Total Assessed Value	728,922,040	966,152,685	646,258,638	1,370,275,525	1,050,750,628
Permanent Rate	\$ 1.6701	\$ 8.1738	\$ 1.0053	\$ 3.1696	\$ 0.7049
Amount of tax raised by permanent rate after adjustments and division to Urban Renewal	\$ 1,086,348.00	\$ 7,683,577.00	\$ 649,684.00	\$ 4,222,946.00	\$ 740,674.00

*Sources: Clatsop County 2021-2022 Assessment and Taxation Summary, Table 4a
Portland State University, Population Research Center, July 1, 2020*



DEPARTMENT QUARTERLY REPORT

TO: The Warrenton City Commission
FROM: Van Wilfinger, Building Official
DATE: September 30, 2021
RE: Department Quarterly Report: July- September 2021

Quarter in Brief:

The department continues to make improvements to the process, and the sharing of information with the public and other departments. Additional training opportunities have been provided to staff to help develop as a team and continue to provide the best possible service to the city and our customers.

Projects Completed:

Warrenton Middle School was granted a temporary certificate of occupancy in order to enable the school to open for the start of the school year thanks to cooperation and coordination between the Building and Fire Departments, Public Works, school district, Skanska (general contractor), and the school sub-contractors. A final certificate of occupancy is expected to be granted within the next few weeks, once all conditions of approval have been satisfied, and final systems are completed.

Warrenton Grade School exterior façade improvements were completed in time for the start of the school year, as well.

Projects in Progress:

Commercial activity continues with the Clatsop County Jail relocation, NW Natural maintenance and operations facility, Hampton Lumber projects, and the Scoular Fish Meal Processing Plant foundation-only permit, pending final building plans.

Challenges/Obstacles:

Residential activity continues to be in a lull, most likely due to the continued high cost of materials, along with a lack or backlog of available materials. Several multi-family projects are still in the pre-development or development review phase, but it is hoped that these will be closer to approvals as materials become more available and less expensive.

Staff continues to work with other departments to develop more clearly delineated requirements and well-defined procedures for dealing with the various problems within the city- from nuisances, failures to follow plans and regulations, to illegal recreational vehicles, etc. Staff is working with management and the commission on the development of procedures to improve the process and aid in the performance of these duties.

Successes:

Building Inspector, Christian Jensen, continues to gain valuable knowledge through training and inspection ride-alongs, and has passed his Commercial Plans Examiner certification. Rebecca Sprengeler has also gained knowledge through additional training opportunities and has been a great asset to our team as a back-up for our Permit Counter staff. With the support of our staff, I was able to attend the International Code Council Annual Business Meeting and 2021 Code Hearings in Pittsburgh. The hearings give building officials throughout the country the opportunity to come together to debate and vote on upcoming code changes. It was a great conference, and I was honored to be able to attend on behalf of the city.

Statistics:

23 Commercial permits issued
11 Residential permits issued
143 Inspections



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kelly Knudsen, Warrenton Community Library Director
DATE: November 9, 2021
SUBJ: Review and Revision to Library Policies

SUMMARY

Warrenton Community Library policies need yearly review and revision. The last time the City Commission reviewed and approved a library policy manual was in November of 2011. This updated policy manual encompasses all the necessary sections and guidance needed for daily operations at the library.

During a special meeting held on October 14, 2021, the Library Advisory Board reviewed, updated, and approved the policy manual as indicated below.

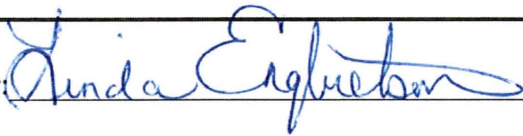
- The Library Mission Statement updated and a Vision Statement added
- Library Values section added
- Patron Responsibilities & Conduct updated
- Confidentiality section updated
- Collection Development policy updated
- Internet Access and Use updated
- Library Programming section added
- Diversity, Equity, Inclusion policy added
- Volunteer section added

These changes were made to update and clarify current Library policies and procedures.

RECOMMENDATION/SUGGESTED MOTION

I move to adopt the revised Library Polices and update the library policy manual.

Approved by City Manager:

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

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



Library Policy Manual

OCTOBER 2021

160 S. MAIN AVE

PO BOX 250

WARRENTON, OR 97146

(503)861-8156

warrentoncl@gmail.com

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MISSION STATEMENT

Serving the Warrenton area through traditional and innovative services, the Warrenton Community Library enhances the quality of life for patrons through literacy and life-long learning while connecting people to their community and world.

Adopted: 1993

Revised: April 2021

VISION STATEMENT

A democratic and informed society must have free, equal, and open access to information. We empower citizens to improve their lives, their governments, and their communities.

LIBRARY VALUES

Intellectual Freedom

The Library Bill of Rights (below) outlines the American Library Association's and the Warrenton Community Library's stance regarding issues surrounding censorship and free access to information.

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services:

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be prohibited or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgement of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries should make exhibit spaces and meeting rooms available to the public they serve and should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; inclusion of "age" reaffirmed January 23, 1996.

CIRCULATION

Warrenton Community Library primarily serves citizens of the Warrenton area. We also issue temporary cards for visitors and cards for eligible members of the ROCC program. Resident cards are free to all persons living within the district and temporary cards are available to visitors for a fee.

Standard Circulation Policies: Opening a new borrower account
Individuals are eligible for a free library card if they meet the following requirements:

- Live or own property in the **city limits** of Warrenton, including the neighborhood of Hammond.
- Present photo ID and proof of residence or property ownership. This is typically provided through a government-issued ID. A rental agreement or piece of mail may be used as proof of residence or property ownership if the government-issued ID does not have the current residential address.
- Parent or guardian is present to sign the application for minor children.
- Have not previously had a Warrenton Community Library card suspended due to fines.

Individuals are eligible for a free ROCC (Reading Outreach for Clatsop County) card if they meet the following requirements:

- Are under age 20.
- Live in Clatsop County but **outside the city limits of Astoria, Warrenton, or Seaside.**
- Parents or guardians provide photo ID and proof of residence. This is typically provided through a government-issued ID. A rental agreement or piece of mail may be used as proof of residence if the government-issued ID does not have the current residential address.
- Parent or guardian is present to sign the application for minor children.
- Have not previously had a Warrenton Community Library card suspended due to fines.

Individuals are eligible for a full-service Out of Town card if they meet the following requirements:

- Present photo ID and documentation of current address.
- Parent or guardian is present to sign the application for minor children.
- Have not previously had a Warrenton Community Library card suspended due to fines.
- Pay \$70 per year.
- This card grants access to Astoria, Seaside and Warrenton library items both online and in person.

Individuals are eligible for a limited access Out of Town card if they meet the following requirements:

- Present photo ID and documentation of current address.
- Parent or guardian is present to sign the application for minor children.

- Have not previously had a Warrenton Community Library card suspended due to fines.
- Pay \$10 per year.
- This card grants access to Warrenton library materials only.

Individuals are eligible for a limited access Temporary card if they meet the following requirements:

- Present photo ID and documentation of current address.
- Parent or guardian is present to sign the application for minor children.
- Have not previously had a Warrenton Community Library card suspended due to fines.
- Pay \$5 for one month.
- Temporary accounts are limited to a total of five items checked out and five holds at any one time.

Check-out requirements

- To check out materials, a patron must bring their library card to the circulation desk.
- If the patron's identity is known to circulation staff, staff have discretion to check items out without requiring the patron's library card.
- Only the individual whose name is on the Warrenton Community Library card, or individuals who have been granted permission by the named patron, may use the library card.
- If a patron forgets their card, circulation staff may check materials out **after** confirming the patron's identity with another source of photo identification such as driver's license, student ID, etc. or by sight, if the patron is known to library staff.

Loans, holds, and renewals

- All Warrenton Community Library materials check out for 3 weeks (21 days).
- All Seaside Public Library or Astoria Public Library materials check out for the loan period associated with the material type:
- All Seaside or Astoria materials available to Warrenton Borrowers check out for 3 weeks (21 days) except for:
 - DVDS: 7 days
- An item may **be renewed twice** if there are no holds on the item. Each renewal is for the same length of time as the original loan.
- WCL patrons may have up to 50 items checked out at one time, except that temporary accounts are restricted to 5 items at one time.
- WCL patrons may have up to 10 active holds at one time, except that temporary accounts are restricted to 5 holds at one time.

Fines, and lost or damaged items

- There is a .25 cent per day fine for an overdue item. There are no fines on children's or young adult items.
- There is a seven-day grace period in which overdue items may be returned without the fine being charged.

- After the seven-day grace period, all fines must be paid, accruing from the first day the item was overdue.
- Borrowers will be charged the replacement price for lost or damaged items.
- In order to check out items, a borrower's account must not have any outstanding balance.
- In special circumstances, charges may be reduced or waived at the discretion of the Library Director.
- Charges will not exceed \$200 regardless of lateness or value of items lost.
- After an item is overdue for 30 days, it will be declared lost and a replacement fee for the price of the item will be charged.

Requesting items from the Seaside and Astoria Public Libraries

- All Warrenton Community Library borrowers may place requests for items that are eligible for interlibrary loan from the Seaside Public Library and Astoria Public Library. Borrowers may check out items from Seaside or Astoria both in person and online.
- When there is a holds queue, Warrenton patrons have priority over Seaside or Astoria patrons for Warrenton items. The same is true for the other libraries.

BORROWER TYPES AND ELIGIBILITY

Warrenton Adult: Individuals over 18 who live in the City limits of Warrenton. Cards are free. All standard circulation policies apply.

Warrenton Out-of-town: Individuals over 18 who live OUTSIDE the City limits of Warrenton/Hammond, but in the vicinity of Warrenton/Hammond. Cards are \$70 per year. All standard circulation policies apply. Card grants full access both in person and online to Astoria, Seaside and Warrenton resources.

Warrenton Out-of-town LIMITED: Individuals over 18 who live OUTSIDE the City limits of Warrenton/Hammond, but in the vicinity of Warrenton/Hammond. Cards are \$10 per year. All standard circulation policies apply. Card grants access to Warrenton resources only.

Warrenton Juvenile: Individuals under 18 who live in the City limits of Warrenton/Hammond. Cards are free. Parents or guardians must sign/be present to sign card applications for minor children. Parents or guardians may use their child's card. There is no restriction on materials that may be checked out on juvenile cards. All standard circulation policies apply.

Warrenton ROCC: Individuals under 20 who live in Clatsop County but outside the City limits of Astoria, Warrenton/Hammond, or Seaside. Cards are free. Parents or guardians must be present to sign card applications for minor children. Parents or guardians may use their child's card. There is no restriction on the category of material checked out. In the case of school card drives, the requirement of parent signature may be waived. All standard circulation policies apply.

Warrenton Temporary: Individuals of any age who are temporary visitors to the area. Temporary cards are \$5 per month. No more than five items may be checked out, and no more than five items may be on hold at one time. Parents or guardians must be present to sign card applications for minor children. Parents or guardians may use their child's card. All standard circulation policies apply.

PATRON RESPONSIBILITIES AND CONDUCT

It is the policy of the Warrenton Community Library to provide a safe, comfortable environment that is conducive to the use of library materials and facilities. The library is designed for the use of all members of the public. Patrons are expected to observe the rights of other patrons and staff members regarding the use of the library and its intended purposes.

UNACCEPTABLE BEHAVIOR

Unacceptable behavior including, but not limited to, the following will not be allowed in the library:

- Any behavior that endangers the safety or health of others
- Violation of any local, state, or federal law
- Vandalism or deliberate destruction of library materials or property
- Theft of library materials or personal property of other patrons or staff
- Deliberate disruption of library procedures
- Use of foul, threatening or abusive language or actions
- Running, chasing, horseplay
- Screaming, shouting, yelling, loud laughing or other noise
- Eating or bringing food into the library except for a pre-approved event
- Abnormal, erratic behavior that hinders normal library use
- Sexual activity
- Pushing, hitting, fighting, biting
- Throwing books or other objects
- Bullying or bothering other people
- Jumping on furniture
- Use of alcohol or controlled substances in the library
- Use of cell phones or other electronic devices that cause a disturbance

In most cases, disruptive patrons or those behaving inappropriately will be warned of their behavior and asked to behave in a more appropriate manner. Patrons who refuse to behave in an appropriate manner will be asked to leave the library. Water and other non-alcoholic beverages are allowed in the library as long as they are in an enclosed container with a lid.

In cases in which patrons pose a clear danger to herself/himself or others, clearly violate the law, or refuse to leave the library after being requested to leave by a member of the staff, the police will be called to handle the situation.

CONFIDENTIALITY

Oregon State Law (ORS 192.502) makes the following library records exempt from disclosure: The records of a library, including circulation records, showing use of specific library material by a named person or consisting of the name of a library patron together with the address or telephone number. It is the policy of the Warrenton Community Library not to release information that would reveal the identity of a library patron who checked out or used certain materials or requested an item of information from the Library. Information concerning the account of a patron will be released to that person only. However, the Library will release information to the parent or guardian

of a minor child for the purpose of recovering overdue material and settling accounts for lost, late or damaged material or charges incurred by minor children for which a parent or guardian may be considered liable. Information will not be provided to parents or guardians who are merely attempting to determine what library materials their minor children are using. Other requests for the release of information of confidential patron records will be honored if submitted by an order from the court as outlined in the Oregon Revised Statutes.

COLLECTION DEVELOPMENT POLICY

PURPOSE: This policy statement has been developed to promote public understanding of the purpose and nature of the Warrenton Public Library collection development practices and to give guidance and direction to library staff.

SCOPE OF COLLECTION The Warrenton Community Library provides, within its financial limitations, a general collection of reliable materials embracing broad areas of knowledge. Included are works of enduring value as well as timely materials on current issues. Within the framework of these broad objectives, selection is based on community needs, both those expressed and those inferred from study of community demographics and evidence of areas of interest. New formats shall be considered for the collection when, by industry report, and evidence from local requests, a significant portion of the community population has the necessary technology to make use of the format. Availability of items in the format, the cost per item, and the Library's ability to acquire and handle the items will also be factors in determining when a new format will be collected. Similar considerations will influence the decision to delete a format from the Library's collections.

Impartiality and judicious selection shall be exercised in all materials acquisition practices. Allocation of the materials budget and the number of items purchased for each area of the collection will be determined by indicators of use, the average cost per item, and objectives for development of the collection. The Library will be aware of the resources available in surrounding libraries and will develop its collection with this in mind. In general, scholarly, highly specialized, or archival materials are beyond the scope of the Library's collections. The Library strives to acquire items that enhance its position as a resource for local history.

RESPONSIBILITY FOR SELECTION Ultimate responsibility for the selection of library materials rests with the Library Director who operates within the framework of policies determined by the City Manager and the City Commission. The Director makes appropriate selection tools available and tracks the materials budget to ensure a flow of new materials throughout the year, according to budget allocation. Suggestions from staff members and patrons who are not directly involved with selection are encouraged and given serious consideration in the selection process.

CRITERIA FOR SELECTION Selection is a discerning and interpretive process, involving a general knowledge of the subject and its important literature, a familiarity with the materials in the collection, an awareness of the bibliographies on the subject, and recognition of the needs of the community. To build a well-balanced collection of merit

and significance, materials in all forms must be measured by objective guidelines. Since the library does not promote particular beliefs or views, the collection will contain various positions on important questions, including unpopular or unorthodox positions. The Library actively strives to ensure that materials representing many differing views and a broad diversity of human thought and creativity are represented in its collection. A balanced collection reflects a diversity of materials, not necessarily an equality of numbers.

Selection of materials will not be made on the basis of anticipated approval or disapproval, but solely on the basis of the principles stated in this policy. Responsibility for choosing what an individual will read rests with the individual. Responsibility for the use of library materials by children and young adults rests with their parents or legal guardians.

All acquisitions, whether purchased or donated, are considered in terms of the following standards. An item need not meet all of the criteria in order to be acceptable. Several standards and combinations of standards may be used, as some materials may be judged primarily on artistic merit, while others are considered because of scholarship, value as human documents, or ability to satisfy the recreational and entertainment needs of the community.

The main points considered in the selection of materials are:

1. individual merit of each item
2. popular appeal/demand
3. suitability of material for the library community
4. existing library holdings
5. budget

Selection may also be limited by the following factors:

1. physical limitations of the building
2. price and format
3. availability of low-demand materials in other library collections

Selection of library materials will not be influenced by:

1. the possibility that they may come into the possession of children or young adults
2. the liability of materials to theft or mutilation

Tools used in selection include professional journals, trade journals, subject bibliographies, publishers' promotional materials and reviews from reputable sources. Purchase suggestions from library customers are welcome and are given serious consideration.

DONATIONS The library accepts donations of recent books, recorded books on CD, music CDs and DVDs. Donations should be clean and in good condition and preferably published in the last five years. A rule of thumb is; donate it to the library if you would give it to a friend.

The library does not accept donations of old textbooks, VHS/cassettes or encyclopedias.

All donations are accepted without condition, and immediately become the property of the library. They cannot be returned. Some donations will be added to the collection. The same criteria for inclusion in the library's collection apply to gifts as to purchased materials. The rest are sold in our book sale, donated, or disposed of by any means necessary. Donations added to the collection may be subsequently withdrawn when they are worn or when their content is no longer current.

The library accepts donations between the normal operating hours. If you need a receipt for tax purposes, one will be provided. Library staff or volunteers cannot assign a dollar value to items donated, but can include a description of what is donated, i.e. 3 HC books or 12 pbk books.

Memorial gifts of books or money are also accepted with suitable bookplates placed in the book. Specific memorial books can be ordered for the library upon request, granted the request meets the criteria established by the Library Board of Trustees.

WITHDRAWING MATERIALS A current, attractive and useful collection is maintained through a continual withdrawal and replacement process. Replacement of worn volumes is dependent upon current demand, usefulness, more recent acquisitions, and availability of newer editions. This ongoing process of weeding is the responsibility of the Director.

POTENTIAL PROBLEMS OR CHALLENGES The Warrenton Community Library recognizes that some materials are controversial and that any given item may offend some patrons. Selection of materials will not be made on the basis of anticipated approval or disapproval, but solely on the basis of the principles stated in this policy. Responsibility for the reading of children rests with their parents or legal guardians. Selection of library materials will not be inhibited by the possibility that materials may come into the possession of children.

REQUESTS FOR RECONSIDERATION The choice of library materials by library users is an individual matter. While an individual may reject materials for himself/herself, he/she cannot exercise censorship to restrict access to the materials by others. Recognizing that a diversity of materials may result in some requests for reconsideration, the above Collection Development policies procedures have been developed to ensure that objections or complaints are handled in an attentive and consistent manner. Once an item has been approved for purchase, based on the selection policy and the criteria for selection, it will not be removed upon request.

INTERNET ACCESS AND USE

Warrenton Community Library offers free wifi throughout the entire building and four public computers for anyone to use.

The library's public computers allow users to search a variety of electronic resources as well as access to the Internet, word processing software, and printing capabilities in addition to other applications.

All public computers are networked to printers. Printouts cost 10¢ per page in black & white. The library also provides copies for 10¢ a piece.

Public computers at the library do not provide support for all file types, browsers, browser plug-ins, or the vast array of all technology. The library strives to balance the rights of users to access information resources with the rights of users to work in a public environment free from sounds and images that might disturb other library users or library staff.

The library's goal in providing Internet access is to provide further resources beyond the physical Library collection, and, as a public access agency, to give anyone who wishes to use the Internet the chance to do so.

The Warrenton Community Library does not filter any computer stations in the Library. Parents or legal guardians shall assume responsibility for deciding which library resources are appropriate for their own children. Parents or legal guardians should guide their children in their use of the Internet. Parents shall be aware that not all sites are appropriate for their children.

The Warrenton Community Library affirms the safeguarding of First Amendment rights, intellectual freedom, equality of access, confidentiality of information about users, and their use of library resources. The library affirms the principles concerning Access to Digital Information, Services, and Networks, as delineated within the American Library Association's Library Bill of rights.

PROGRAMMING

We welcome proposals for library programs and events. Whether you have a suggestion for something we should offer, or are a presenter yourself, we'd love to hear from you.

Programming and events at Warrenton Community Library support the goal of providing free and equitable access to quality information and learning for all ages. Things to know:

- Programs are generally scheduled ahead about 3 months.
- Library sponsored programs are free to attend and open to the public.
- Solicitation of customers or clients is prohibited at our programs. You are welcome to bring promotional materials to leave on a table for individuals to pick up as they choose.
- A background check may be required for presenters working closely with the public.
- Program content must be respectful towards a diverse audience and fit within the mission of the library to best serve this community.

- We will help promote your program with posters, press releases, fliers and online publicity.

DIVERSITY, EQUITY, AND INCLUSION

Warrenton Community Library defines diversity broadly to include age, gender, culture, race, religion, sexual orientation, socio-economic background and ability. Equity refers to fairness and social justice, such as treating people fairly while recognizing different people's needs may differ significantly. Inclusion means the act of including, and making people feel they are welcome and belong as valued members of the library and local community. To create an environment that values and promotes diversity, equity, and inclusion (DEI) requires action and engagement. Warrenton Community Library actively supports and continues to enhance the advancement and celebration of DEI in the library system through our diverse collections, inclusive programming, responsive services, and other means.

See also the following [DEI statement, link, and standards from our national professional organizations the American Library Association: DEI Statement & Resources](#)

Statement on Diversity, Equity & Inclusion

Warrenton Community Library values the principles of diversity, equity, and inclusion (DEI). No one person or single committee can be responsible for creating and maintaining a welcoming and inclusive workplace environment where all people can feel they belong. This responsibility belongs to all of us as members of the Library and City of Warrenton.

Conversations on DEI issues can be difficult. However, by engaging in open discussions on these topics, we strengthen our organization and community. We begin to learn and appreciate different facets that comprise our identities, both our own and those of our colleagues and fellow citizens, and begin to understand one another more deeply. This knowledge and respect enriches our work and our community.

As the Library moves forward, let us all commit to "lean into our discomfort," to approach each other and our work with good intentions, honesty, and empathy, and trust our colleagues and fellow citizens are doing the same. We are all aligned in the shared goal of creating an excellent Library and community. All of us throughout the Library and City of Warrenton, all staff levels and responsibilities, are also vital participants in creating an inclusive and equitable Library, for ourselves, our colleagues, our citizens and our community. (Adopted January 2020)

BULLETIN BOARD ACCEPTABLE USES

1. The Library bulletin board is for posting of local non-profit, local businesses, or local educational notices within Clatsop County.
2. There will be no political campaigning or signature gathering posted.
3. Postings should be dated and will be removed after one month.
4. All announcements and posters must be approved and posted by library staff.

5. Posting of a notice does not imply endorsement by the library staff, library board, or the City of Warrenton.

VOLUNTEERS

The Warrenton Community Library supports volunteerism to supplement and enrich library programs and activities. The library typically accepts volunteers to assist with the shelving, at the circulation desk, and at storytime, the Teen Advisory Board, fundraising, and special projects. The number of volunteers accepted is based on need.

Updated OCTOBER 2021



Dawne Shaw

From: Henry A. Balensifer III
Sent: Wednesday, November 3, 2021 10:54 PM
To: Dawne Shaw
Subject: FW: SW 9th

Please add this request to the consent calendar for next meeting.

Henry A. Balensifer III
 Mayor
 City of Warrenton
 971-606-0293

To follow what's going on in our city like us on Facebook:

[Mayor Henry Balensifer FB Page](#)

[City of Warrenton Admin/General FB Page](#)

[Warrenton Police Department FB Page](#)

[Warrenton Fire Department FB Page](#)

From: [Timothy Landis](#)
Sent: Sunday, October 31, 2021 7:34 AM
To: [Linda Engbretson](#); [Henry A. Balensifer III](#)
Subject: SW 9th

Dear leaders of the City of Warrenton,

I would like to request of you a change in some traffic signs for SW 9th street. It appears by the current traffic pattern, that mapquest on most phones show incoming campers that the way to Fort Stevens State Park is via NW 9th street. That is a very tight corner, especially for long trailers, and it is especially cumbersome during school hours when busses are trying to enter and leave SW 9th, plus it increases heavy vehicle traffic past the grade school where lots of young children are present. It is also a very narrow street, and with the parking along the street, a trailer meeting a school bus makes for a tight squeeze. Aside from that, it is the WORST possible route to take for a trailer. I know there are signs at the main intersection by the post office that show Fort Stevens as straight ahead, NO left on main street. And I know there are signs at SW 18th/Ridge road that say to turn left there to get to Fort Stevens, but all too many incoming visitors are only using the map on their phones, which takes many of them to SW 9th. Could a sign be put up on either side of NW 9th, along main street that says NO RV's on SW 9th, so as to limit the traffic by the school of youngsters and to help prevent jam ups when buses and entering and leaving? It would certainly improve the safety of the school zone area.

I would appreciate your consideration on this matter,

Very Sincerely,
 Timothy Landis
 171 SW Kalmia Ave,
 Warrenton, Or.
Timothy.Landis@pgn.com
Vickitimlandis@gmail.com



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Susan Walker

ADDRESS: 701 NW Wan Dr #27

EMAIL: Sjensen97146@yahoo

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) N

BRIEFLY DESCRIBE YOUR TOPIC: Sewer hookups

& road repair NW 7th Place

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kyle Sharpsteen, Public Works Operations Manager
DATE: For the Meeting of November 9th, 2021
SUBJ: Wastewater Treatment Facilities Master Plan

SUMMARY

Early 2021, The Commission approved an RFQ to select a firm to prepare a long-range facilities plan. There were two responsive firms to the RFQ. After evaluating the submittals, using the criteria from the RFQ, Kennedy Jenks Consultants Inc. was selected as the best qualified firm.

Public works met with Kennedy Jenks project team several times to discuss level of effort and establish a scope of services. The basis of this scope of work focused on the guidance provided in the "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities (2018)". Additionally, we had a joint meeting with Kennedy Jenks and Oregon DEQ to discuss any requirements or regulations associated with our treatment plant expansion.

Attached is a professional service contract with the scope of work to perform services not to exceed \$246,880.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

"I move to approve awarding the professional service contract for Wastewater Treatment Facilities Master Plan project to Kennedy/Jenks Consultants for \$246,880.

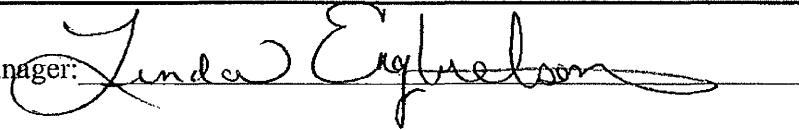
ALTERNATIVE

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

FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2021-2022 Adopted Budget.

Approved by City Manager:

A handwritten signature in black ink, reading "Linda Engelson", written over a horizontal line.

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

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this 9th day of November 2021, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Kennedy/Jenks Consultants 421 SW 6th Avenue, Suite 1000, Portland, OR 97204, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide professional consulting services for the City of Warrenton, as outlined in the attached Scope of Work (attachment A).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$246,892 for performance of completion of the Wastewater Facilities Master Plan;

B. The CONSULTANT will submit a final invoice referencing WW FACILITIES MASTER PLAN for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be _____.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Warrenton, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

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

15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance

company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third

party beneficiaries.

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: _____
Henry A. Balensifer, Mayor Date

By: _____
Printed Name: _____ Date
Title: _____

ATTEST:

Dawne Shaw, CMC, City Recorder Date

October 29, 2021

Scope of Work - Wastewater Facilities Plan

To: Collin Stelzig (City of Warrenton, PWD)
Kyle Sharpsteen (City of Warrenton, Operations Manager)

From: Dean Wood (Kennedy Jenks, Principal In Charge)
Shawn Spargo (Kennedy Jenks, Project Manager)

Subject: Wastewater Facilities Plan
Scope of Work and Fee
K/J Project Number:

The following is draft Scope of Work for completing the City of Warrenton's Wastewater Treatment Facilities Master Plan. An outline of the master plan chapters is shown in Task 9. This plan has been developed based on the following:

Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities Financed (2018)

- o Oregon Department of Environmental Quality
- o Business Oregon
- o USDA-RD
- o Rural Community Assistance Corporation

Scope of Work

Task 1: Project Management

(\$34,828)

Kennedy Jenks will develop and implement the appropriate management procedures and actions to facilitate timely and cost-effective delivery of quality service and deliverables to the City of Warrenton (City) for the Wastewater Treatment Facilities Master Plan (Project). This includes project administration related to schedule, budget, and scope management, and communication of project activities with the City.

The specific elements of this task include the following: project-setup, monthly invoicing, monthly progress reports, development of project schedule, Project Initiation Plan, Health & Safety Plan, coordination with the City and consultant team, Decision Log management, Concept & Criterion Review meeting, and a project kick-off meeting. All Quality Assurance and Quality Control (QA/QC) reviews of deliverables will be completed and included as a component under each individual task.

The details of the project management elements are described below.

Task 1.1: Project Set-up, Invoicing, Progress Reports **(\$6,396)**

Kennedy Jenks will set-up the project within Kennedy Jenks' accounting system which includes the development of a Project Initiation Plan (PIP). The PIP provides the project details for the entire team to follow including scope, schedule, and budget. A baseline project schedule will be developed as part of the PIP and presented at the Project kick-off meeting. We will also prepare subconsultant agreements. Kennedy Jenks will prepare and electronically submit monthly invoices to the City showing the breakdown of work completed to date by task for each staff, amount spent on the project to date, remaining budget and a summary of work completed for each month.

Task 1.2: Health and Safety Plan **(\$826)**

Kennedy Jenks will prepare and implement a Health & Safety Plan for project activities. When Kennedy Jenks or subconsultants visit the site, they will implement the requirements of the Plan. During the Project, we anticipate site visits to coordinate work with City staff, assess facilities, and meet with subconsultants and vendors. The development of the Plan will include those requirements specified by the City and detail requirements pertaining to personal protective equipment, illness, or injury response procedures, and signed by all Kennedy Jenks staff who will be onsite.

Task 1.3: Project Coordination **(\$22,440)**

Project coordination will include monthly phone calls with the City's project manager and whomever else the City would like on the phone calls. We will discuss work progress, schedule, and budget. Additional regular communication with the City's project manager will be done by phone and email to coordinate project activities. The frequency of these calls will be adjusted throughout the Project according to the level of activity. In addition, Kennedy Jenks will regularly communicate with the Project Engineer, project team members, and subconsultants to ensure delivery of the project. This task includes preparation and management of a Major Decision Log.

Task 1.4: Concept & Criterion Review Meeting **(\$2,002)**

Kennedy Jenks will conduct an in-house Concept and Criterion Review (C&CR) meeting early in the project to obtain focused technical input from senior Kennedy Jenks staff based on their experience from other similar projects. This process is a component of Kennedy Jenks' quality control process and allows for senior staff, not directly involved in the Project, to provide technical review and guidance on proposed improvements. It helps address opportunities for improvements to the facility plan and address potential future challenges prior to expending effort in detailed capital planning activities.

Task 1.5: Project Kick-off Meeting **(\$3,164)**

The purpose of the Project kick-off meeting is to review the Scope of Work and Project Schedule, discuss communication plan for coordinating the various elements of the Project, any short-term and long-term goals exclusive to the Scope of Work, and Oregon Department of Environmental Quality (DEQ) coordination.

Task 1: Assumptions

- An 8-month (35 Week) schedule is assumed for the Project.
- The City will make the appropriate staff available for coordination meetings.

Task 1: Deliverables

- Monthly invoices with project status summaries in (electronic, PDF format).
- Monthly status phone calls.
- Major Decision Log (electronic, Microsoft Word and PDF format).
- Draft and final Baseline Project Schedule developed in Microsoft Project (electronic, PDF format).
- Monthly updates of Project Schedule (electronic, PDF format).
- Health & Safety Plan (electronic, PDF format).
- C&CR meeting summary (electronic, Microsoft Word and PDF format).
- Kick-off meeting agenda (electronic, Microsoft Word and PDF format).
- Kick-off meeting notes (electronic, Microsoft Word and PDF format).

Task 2: Request for Information and Data Review (\$6,912)

Kennedy Jenks will submit up to two (2) formal Requests for Information (RFIs) to obtain the necessary information (e.g., documents, plant data, drawings, CAD files, and GIS files) to complete the Project. We will utilize Kenney Jenks' Microsoft Teams site for uploading the information and pick-up hardcopies of items at the City's wastewater treatment plant (WWTP) or the Public Works office as needed. Due to our previous work with the City. We will review all the information provided to us by the City and maintain this information for our work on this Project.

Kennedy Jenks will prepare a wastewater characterization sampling plan as part of Task 5 below to direct the City in gathering supplemental information required as a result of transitioning to a "Major" by DEQ.

Task 2: Assumptions

- Information will be provided in electronic format when possible (Microsoft Word, Excel, or PDF format).
- Laboratory fees, if applicable, for supplemental testing will be the responsibility of the City.

Task 2: Deliverables

- Up to two (2) RFIs (electronic, Microsoft Word format).

Task 3: Basis of Planning (\$23,534)

Kennedy Jenks will determine key planning parameters to identify limitations with existing wastewater facilities and to establish a baseline for comparison of improvement alternatives. This effort will consist of the following tasks:

Task 3.1: Location and Environmental Resources **(\$5,256)**

This task will include a description of the topography, geology, soils, environmental resources, and climate associated with the WWTP and services area. We will utilize existing information completed during the previous November 2002 wastewater facilities planning process and revise based on changes since the completion of that plan.

Task 3.2: Population and Land Use **(\$4,668)**

Kennedy Jenks will develop population data, including references, for the service area for the past two decades using the City's available documents. Kennedy Jenks will also review the City's current land use planning documents to help estimate future potential areas of additional wastewater flow and load contributions. This information will also be used for our evaluation of the wastewater collection system.

Population projections will be provided for the project planning area and concentrated growth areas for the project design period. Per requirement of DEQ and other funding agencies, Data will be used from Portland State University College of Urban & Public Affairs Population Research Center.

Task 3.3: Flows and Loads Projections **(\$2,856)**

Kennedy Jenks will develop wastewater flow and load projections through the 20-year planning horizon for the Project. Current values will be determined based on data contained in the City's monthly discharge monitoring reports (DMRs). These values will be used along with population projections and anticipated changes in land use to calculate future planning values. Kennedy Jenks will use DEQ's flow projection guidelines in making peak wet weather flow projections in western Oregon. The resulting flows and loads projections will become a part of the basis for estimating process and hydraulic limitations of existing facilities and for sizing potential improvements at the WWTP.

Task 3.4: Regulatory Requirements **(\$6,282)**

Kennedy Jenks will attend up to three, 2-hour meetings with DEQ Western Region staff to discuss the following:

- North Lagoon decommissioning/repurposing alternatives
- Expectations for City on transitioning to a Major discharger
- Mixing Zone Study (Performed by SLR for Pacific Seafood) – Kennedy Jenks will review study/model with DEQ to determine conformance with future flows/loads and permit requirements.

We will use the information developed from this task to establish anticipated regulatory criteria for use within existing treatment facilities planning and in identifying and evaluating improvement alternatives.

Task 3.5 Documents and Preparation for Review **(\$4,472)**

Kennedy Jenks will prepare a Basis of Planning document that summarizes base line conditions and planning requirements for the Wastewater Facilities to meet future environmental, regulatory and growth requirements.

Task 3: Assumptions

- A 20-year planning horizon will be used for the Project.
- Population projections are assumed to be consistent with the Portland State University (PSU) Population Research Center's final population forecast with a 20-year planning horizon. The DEQ wastewater planning guidelines require use of values as contained in the PSU Population Research Center.
- The City will provide Kennedy Jenks consolidated review comments of the draft Wastewater Treatment Facilities Master Plan (Report) chapter associated with this task.
- Mixing Zone Study is outside scope of work. Required modifications to study/model to be performed under amendment.
- 2002 facilities plan provided in hardcopy format for scanning purposes.

Task 3: Deliverables

- Matrix of regulatory requirements for review and comment by City staff (electronic, Microsoft Word and Adobe format).
- Draft version of Chapter 1 – Project Planning of the Report. The draft version will be provided for review and comment by City staff (electronic, Microsoft Word and Adobe format)

Task 4: Wastewater Collection System (\$35,414)

Task 4.1: Condition Assessment Review (\$3,852)

The City has a geographic information system (GIS) database of wastewater collection pipelines and facilities. Kennedy Jenks will review the City's GIS database and identify any potential data gaps or deficiencies that will need to be resolved before the system analysis can be performed.

Kennedy Jenks will review the results of the Inflow and Infiltration condition assessment work the City recently performed. Scope of work will be limited to reviewing summary reports and does not include review of CCTV, Smoke Testing, or other field data collected. This information along with information contained in the City's GIS database of its collection system will be used by Kennedy Jenks to document the current condition of the existing system.

Kennedy Jenks will also review condition assessments and planned improvements to existing pump stations identified by the City to assist in developing a collection system CIP for inclusion in the draft report.

Task 4.2: Collection System Hydraulic Evaluation (\$12,580)

Kennedy Jenks will prepare a list of criteria to evaluate the hydraulic capacity of the existing system and to guide sizing of recommended improvements. The criteria will be based on inputs from the City and typical criteria used in similar systems. Limits will be established for d/D ratios for gravity mains based on the City's land use planning documents and future flow projects. Current and future run times of pump stations will also be evaluated to confirm sizing meetings future requirements.

Task 4.3: Collection System Improvements (\$7,450)

Kennedy Jenks will identify potential improvement alternatives to address the deficiencies identified in Task 4.3 Collection System Hydraulic Evaluation. We will provide descriptions of the improvement alternatives that will include project location, deficiency it would address, and AACE Class 4 planning level cost estimates. Projects will be color coded on system maps for illustration and prioritized according to need and anticipated schedule. Potential improvements will be based on an update to the collection system evaluation and capital improvement plan presented in the 2018 Inflow and infiltration analysis.

Task 4.4 Document preparation and review **(\$11,532)**

Kennedy Jenks will provide draft summary of the collection system CIP electronically for City Review. City comments will be incorporated in the draft Facility Plan.

Task 4: Assumptions

- Kennedy Jenks will not provide physical condition assessment services (e.g., smoke testing, television inspection, flow monitoring, pumping station inspection, etc.) for the wastewater collection system. Kennedy Jenks will rely on information provided by the City.
- Site visit will not be performed for visual inspection of pump stations and collection system.
- The City will provide missing data (e.g., pipe diameters, invert elevations, etc.) identified in Kennedy Jenks' review of the City's existing GIS data base.
- Electrical and Mechanical Pump station condition assessment will be based on installation and maintenance records provided by the City and physical observations conducted on 8 pump stations.
- The City will develop an initial list of equipment for each pump station and an estimate of remaining useful life description prior to the site visit.
- The City will provide Kennedy Jenks consolidated review comments of the draft Report chapter associated with this task.

Task 4: Deliverables

- System deficiency maps (electronic, Microsoft Word and PDF format).
- Draft sections pertaining to the collection system from Chapter 2 – Existing Facilities, Chapter 4 - Alternatives Considered, and Chapter 5 – Alternatives Selection of the Report. The draft versions of these chapter sections will be provided for review and comment by City staff (electronic, Microsoft Word and PDF format).
- Kennedy Jenks will conduct two, 2-hour meetings with City staff to review and seek comments on the evaluation of collection system improvement alternatives. The first meeting will occur after we have completed the hydraulic evaluation of the collection system. The second will be to review our improvement recommendations.
- Meeting agenda (electronic, Email format).

Task 5 Wastewater Treatment Plant **(\$90,220)**

Task 5.1: Existing Facilities and Condition Assessment **(\$19,624)**

Kennedy Jenks will build on the work already completed to assess and document the condition of existing WWTP facilities. This effort will consist of the following:

- Develop an Excel-based matrix for evaluating the condition of the various facilities and equipment at the WWTP and the influent pump station. The purpose of this task is to focus on end-of-life facilities/equipment.
- Conduct a one-day, onsite condition assessment of WWTP facilities. This work will be completed by a multi-disciplinary team that will visually inspect structural, mechanical, electrical, instrumentation and control assets. Our work will consist of visual inspections that will avoid shutdowns of existing facilities.
- Review current operational concerns and considerations with the WWTP staff.

Task 5.2: Hydraulic Modeling **(\$9,210)**

Kennedy Jenks will develop a hydraulic model of the WWTP's existing liquid stream treatment process. The model will serve as a basis for evaluating plant hydraulic capacity and identifying potential hydraulic bottlenecks within the liquid stream treatment process. Evaluation will verify hydraulics of headworks equipment, piping, pumps, UV and other process elements to ensure system will hydraulically handle future flows. Calculations to identify hydraulic capacity deficiencies will be performed based on current and projected peak day and peak hour flow conditions.

Task 5.3: Process Calculations **(\$14,760)**

Kennedy Jenks will provide process model calculations of the existing liquid stream treatment process. The calculations will be used to assess current WWTP SBR process and identify deficiencies in the ability of the WWTP to meet anticipated regulatory requirements under current and future projected flows and loads. The calculations will also be used to assist the sizing and evaluation of potential improvement alternatives to address identified deficiencies.

Wastewater characterization will be primarily based on existing WWTP data as contained in the City's monthly DMRs submitted to the DEQ. Kennedy Jenks will review the DMR data and may require additional data and information in performing the process modeling. Kennedy Jenks will prepare a wastewater characterization sampling plan to direct the City in gathering supplemental information if required.

Task 5.4: Alternatives Evaluation Criteria **(\$2,628)**

Kennedy Jenks will develop a matrix of economic and non-economic criteria and goals for WWTP alternatives in coordination with City input that will be used to assess and rank potential improvement alternatives to address deficiencies identified in the liquid and solids process treatment streams. Each criterion will be weighted (e.g., costs having a higher weight). These criteria, for example, may include the following: cost, odor, ease of regulatory permitting, operations & maintenance requirements, plant staffing (e.g., required operator certification), and beneficial use or disposal of biosolids.

Task 5.5: Liquid Stream Treatment Alternatives (see sub tasks)

Task 5.5A Alternatives Development **(\$12,144)**

Kennedy Jenks will develop and compare alternatives for each major process area. These will consist of the following:

- Hauled Waste Facilities (review of high strength discharge from Ft. Stevens and similar campgrounds)
- Headworks
- Secondary treatment
- Disinfection

The alternatives selection matrix developed under Task 5.4 Alternatives Evaluation Criteria will be used for this comparison. Alternatives will be specifically selected to address deficiencies identified during the earlier condition assessment, hydraulic modeling, and process modeling tasks.

Task 5.5B Cost Estimates **(\$14,754)**

Life cycle cost estimates will be developed for up each alternative and will consider costs for initial construction and long-term operation and maintenance. Estimates for comparison will be AACE Class 4 planning level.

Task 5.6: Document preparation and review **(\$17,100)**

Kennedy Jenks will provide draft summary of the WWTP alternatives analysis and cost estimate electronically for City Review. City comments will be incorporated in the draft Facility Plan.

Task 5: Assumptions

- The site visit for the condition assessment will be conducted over a period of one day in cooperation with WWTP staff.
- The City will develop an initial list of equipment and relative useful life description prior to the site visit.
- The WWTP staff will be available for interviews, discussions, visual, physical measurements, and laboratory assessments during the condition assessment.
- Wastewater sampling and analysis will be provided by the City. Analytical results will be compiled and organized into a single spreadsheet provided to Kennedy Jenks in electronic format (e.g., Microsoft Excel format).
- Desktop calculations will be prepared to develop design of three liquid stream treatment alternatives. Up to three (3) process reviews will be conducted for the selected alternative to validate the design and performance under projected flow and loading conditions.
- Process capacity assessments will be based on operation within typical and recommended design ranges.
- The City will provide flow and water surface data for review of plant hydraulics at key locations within the liquid stream treatment process.
- The City will provide Kennedy Jenks consolidated review comments of the draft Report chapter associated with this task.
- Meetings are assumed to be at the City WWTP or other suitable location in Warrenton.

Task 5: Deliverables

- Hydraulic data request (electronic, Microsoft Word and PDF format).
- Kennedy Jenks will prepare a wastewater characterization sampling plan (electronic, Microsoft Word and PDF format).
- Kennedy Jenks will conduct one, 2-hour meeting with City Staff to review the development of the wastewater process and resulting capacity analysis findings (electronic agenda and minutes will be provided).
- Initial screening analysis of potential improvement alternatives for the liquid treatment streams (electronic, Microsoft Word and PDF format).
- Kennedy Jenks will conduct separate meetings with City staff to review and seek comments on the initial screening analyses of liquid stream alternatives prior to initiating detailed evaluation of the identified alternatives. The meetings will be up to 2 hours each and include up to three Kennedy Jenks team members.
- Kennedy Jenks will develop a schematic design on the preferred alternative for the liquid treatment streams.
- Draft sections pertaining to the liquid treatment streams from Chapter 2 – Existing Facilities, Chapter 4 – Alternatives Considered and Chapter 5 – Alternatives Selection of the Report. The draft versions of these chapter sections will be provided for review and comment by City staff (electronic, Microsoft Word and PDF format).
- Kennedy Jenks will conduct two separate meetings with City staff to review and seek comments on the evaluation of liquid stream improvement alternatives. The meetings will be up to 4 hours each and include up to three Kennedy Jenks team members.
- Meeting agenda (electronic, Email format).
- A Biosolids Management Plan (Plan) in accordance with DEQ requirements which includes descriptions of the solids processing, management aspects of biosolids production, land application information, solids handling and transport means, biosolids monitoring and sampling program, and remedial procedures is not included in this scope.

Task 6: (Not used)

Task 7: Proposed WWTP Project (\$27,900)

Task 7.1: Project Description (\$5,124)

In consultation with the City, the Kennedy Jenks team will identify and provide descriptions of recommended improvements to the City's collection system and WWTP. We will prepare treatment schematics as appropriate, planning level layout drawings and location maps of proposed facilities.

Task 7.2: Schedule (\$2,628)

A schedule for implementation of the recommended alternatives will be determined based on necessity of upgrades to meet regulatory requirements and City goals. Funding constraints, the

ability of the WWTP to meet NPDES permit limits and the need to upgrade existing wastewater facilities at WWTP and collection system will contribute to the timing of the recommended improvements.

Task 7.3: Wastewater Treatment Plant Staffing **(\$792)**

Kennedy Jenks will review changes to labor requirements because of proposed improvements based on assumed operations and maintenance tasks. We will determine appropriate operator certification level based on selected improvements and identify needed increases to current staff operator certifications.

Task 7.4: Project Permitting **(\$5,256)**

Kennedy Jenks will identify and provide descriptions of needed regulatory permits. Timing of anticipated permits will be determined and identified in the project schedule.

Task 7.5: Estimated Costs **(\$7,200)**

Kennedy Jenks will prepare itemized AACE Class 4 cost estimates for the recommended project(s). Estimates will include construction, land acquisition (if needed), engineering, construction management, project administration, legal and contingency. Annual operating costs for the recommended project(s) will be estimated and presented. Estimates will serve as the basis for a 20-year lifecycle cost analysis on each alternative. The results of which will be used to select recommended projects.

Task 7.6: Document Preparation and review **(\$6,900)**

Kennedy Jenks will provide draft summary of the WWTP project including cost, schedule, permitting requirements and preliminary schematics electronically for City Review. City comments will be incorporated in the draft Facility Plan.

Task 7: Assumptions

- The City will provide Kennedy Jenks consolidated review comments of the draft Report chapter associated with this task.

Task 7: Deliverables

- A draft version of Chapter – 6 Proposed Project of the facilities plan document will be provided in electronic format for review and comment by City staff (electronic, Microsoft Word and PDF format).
- Kennedy Jenks will conduct a meeting to review and seek comments on the proposed Project. The meeting will be up to 4 hours and include up to three Kennedy Jenks team members.
- Meeting agenda (electronic, PDF format).

Task 8: Project Funding **(\$2,808)**

Task 8.1: Potential Funding Sources **(\$2,808)**

In addition to \$4M City has available, task includes the evaluation of potential sources of funding for wastewater facilities and collection system capital improvements. This may include Oregon State Revolving Funds, Oregon Water Resources Department funding, Oregon Non-point Pollution Control grants, Business Oregon, USDA Rural and Federal Emergency Management Agency grants.

Task 8: Assumptions:

- Financial Planning Analysis and Rate Study not included with scope of work.

Task 8: Deliverables

- Technical Memo summarizing funding source opportunities. (electronic, PDF format).

Task 9: Wastewater Treatment Facilities Master Plan **(\$25,264)**

Kennedy Jenks will assemble work completed during prior tasks (Tasks 2 through 8) into a Wastewater Treatment Facilities Plan (Report) in accordance with DEQ requirements contained in their guidance document on the preparation of wastewater planning document and environmental reports. The Report will consist of the following sections:

- Executive Summary
- Chapter 1 – Project Planning
- Chapter 2 – Existing Facilities
- Chapter 3 – Need for Project
- Chapter 4 – Alternatives Considered
- Chapter 5 – Alternatives Selection
- Chapter 6 – Proposed Project
- Chapter 7 – Conclusions and Recommendations
- Appendices

Task 9.1: First Draft Report **(\$11,936)**

Kennedy Jenks will develop a first draft Report which includes all the Chapters of the Wastewater Treatment Facilities Plan. This Report will be provided to the City for review and comment. We will conduct a meeting to review comments from the City on the draft Report.

Task 9.2: Second Draft Report for DEQ Review **(\$6,088)**

Kennedy Jenks will develop a second draft Report incorporating review comments received from the City. The second draft Report will be produced and provided to the City to submit to the DEQ and other funding agencies identified in Task 8.1 for their review and comment.

Task 9.3: Final Report

(\$ 7,240)

Kennedy Jenks will respond to and address comments received from the DEQ after their review of the second draft Report. We will produce a final Report including changes resulting from the DEQ comments.

Task 9: Assumptions

- The City will provide Kennedy Jenks consolidated review comments on the draft Report (electronic, Microsoft Word or PDF format).
- The final Report will be signed and sealed by a Professional Engineer in the State of Oregon.
- The City will submit the final Report to the DEQ for review and comment.
- Effort budgeted for production of the final Report is based on receiving limited comments from the DEQ.
- A Biosolids Management Plan will not be provided at this time and may be added, by amendment pending WWTP alternative analysis.
- A DEQ Recycled Water Use Plan is not a component of this Project and is recommended to be completed only after the City determines which liquids alternatives are to be funded, designed, and constructed.
- A mixing zone study is by others and outside this scope of work.
- Environmental Resources Studies for the Project that would address the requirements regarding SERP including applicable federal "Cross Cutters", coordination with federal, state, and local agencies will be completed under a separate effort pending result of WWTP alternatives analysis.
- A Financial Planning Analysis and Rate Study is not included with scope of work and will be performed under separate contract.

Task 9: Deliverables

- A first draft Report will be provided for review and comment by the City (electronic, Microsoft Word and PDF format).
- Kennedy Jenks will conduct a virtual meeting to discuss comments from the City on the draft report. The meeting will be up to 4 hours and include up to three Kennedy Jenks team members.
- A second draft Report will be provided incorporating review comments received from the City. This report will be submitted by the City to DEQ for review and comment (electronic, PDF format).
- A final Report will be provided after receiving input and feedback from DEQ with concurrence from the City (electronic, PDF format) (Four hardcopies).
- Prepare meeting agenda and minutes (electronic, PDF format).

Budget

We propose to perform this Scope of Services on a time and material basis Not-to-Exceed (NTE) \$246,880. The NTE amount will not be exceeded unless approved by the City in writing. The detailed proposed budget utilizing the Schedule of Charges (Attachment A) may be found in Attachment B.

Authorization

This project will utilize the Professional Services Agreement mutual agreed upon between The City of Warrenton and Kennedy Jenks and shall take effect upon execution by the City. We appreciate the opportunity to submit this proposal and continue our working relationship. If you have any questions, please call me at (503) 423-4021 or by email at DeanWood@KennedyJenks.com

Very truly yours,
KENNEDY JENKS CONSULTANTS, INC.



Dean Wood
Principal In Charge

Attachments:

Attachment A:

Schedule of Charges

Attachment B:

Project Budget

Attachment A: Schedule of Charges

Client/Address: City of Warrenton
225 S Main Ave.
Warrenton, OR 97146

Contract/Proposal Date: October 29, 2021

Custom Schedule of Charges

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$150
Engineer-Scientist-Specialist 2	\$129
Engineer-Scientist-Specialist 3	\$147
Engineer-Scientist-Specialist 4	\$165
Engineer-Scientist-Specialist 5	\$183
Engineer-Scientist-Specialist 6	\$192
Engineer-Scientist-Specialist 7	\$204
Engineer-Scientist-Specialist 8	\$236
Project Administrator	\$100
Aide	\$75

In addition to the above Hourly Rates, a four percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications, and postage.

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus five percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective through December 30, 2022.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: November 9, 2021
 SUBJ: Consideration of Professional Services Agreement for Realtor Services

SUMMARY

The City did an informal solicitation requesting proposals for City Realtor Services to represent the City in real estate negotiations and transactions. Three proposals were received and reviewed by a panel consisting of three city staff members. The proposals were reviewed using a scoring mechanism based on the predetermined evaluation criteria. Based on this criteria, Pam Ackley of Windermere Realty Trust, was selected as the most qualified realtor. A professional services contract has been prepared to award the contract for City Realtor Services, to Pam Ackley, in the amount of 5-6% commission rate, depending on property type, plus additional costs as outlined in their proposal.

RECOMMENDATION/SUGGESTED MOTION

"I move to award the Professional Services contract for City Realtor Services to Pam Ackley of Windermere Realty Trust, for the amount of a 5-6% commission rate, depending on property type, plus additional costs as outlined in their proposal."

ALTERNATIVE

1) None recommended

FISCAL IMPACT

N/A

Approved by City Manager: *DME by D Shaw*

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

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2021, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Pam Ackley of Windermere Realty and Trust, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide City Realtor Services for the City of Warrenton, as outlined in the attached Scope of Work (attachment A).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of 5-6%, depending on property type, plus additional costs as outlined in Exhibit A, for performance of City Realtor Services;

B. The CONSULTANT will submit a final invoice referencing City Realtor Services for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Pam Ackley.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the

terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Warrenton, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

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

15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is

primary and not contributory.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: _____
Henry A. Balensifer, Mayor Date

By: _____
Printed Name: _____ Date
Title: _____

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CITY OF WARRENTON REQUEST FOR PROPOSALS FOR
THE CITY OF WARRENTON REALTOR SERVICES

RECEIVED

AUG 30 2021

CITY OF WARRENTON
CITY RECORDERS OFFICE

PAMELA M. ACKLEY
WINDERMERE REALTY TRUST
PO BOX 2729/588 Pacific Way
GEARHART, OR 97138
503-717-3796
Oregon Real Estate license 920100149
Dated 1992

Thank you for the opportunity to submit my qualifications to the City of Warrenton for Realtor Services. Experience: I have been serving the North Oregon Coast and Clatsop County with 14 years mortgage, consumer lending background and 26 years as a local Realtor. For buyers or sellers of luxury homes, relocation, second home market, development and commercial properties that desire a trusted adviser to meet or exceed their expectations, I am the real estate professional who knows the market, cares about long term relationships and can negotiate successfully on my clients behalf to find the properties that best fit their needs as demonstrated through my careful attention to detail, timelines and introduction to community networking.

Serving on the Warrenton City Commission from 2015 through 2020, I am very familiar with the inner workings of the cities, planning and development procedures to work through the process with city staff, management and attorneys.

I am actively involved as the chair of the Marinas Advisory Committee in working with our members of the committee to offer progressive and cost effective goals to enhance the marinas property for the public and community enjoyment while working closely with the marina staff and City Commission in ways to reach said goals and search for grants and or income opportunities to support those goals.

Pricing proposal: Commission rates vary from 5-6% depending on property type (i.e., vacant land or buildings with vacant land.

All costs for market analysis, photos and research are broker expenses. Any costs for surveys, elevation certificates, septic or level clean ups and attorney fees are to be the responsibility of the City. I have worked with multiple local attorneys over my career on listings and sales referrals as well as preparation of documents to execute sales and listings.

Windermere Realty Trust

Established 1981 as Weston & Everett, merged with Windermere Cronin & Caplan, merged with Windermere Steller, merged with Realty Trust.

We have 15 brokers in our Gearhart office and 5 in our Cannon Beach office. 3 staff that assist with listings, promotions, advertising and sales. I personally have 1 transaction coordinator for my business as an independent contractor.

Commercial Experience:

I have only worked with one governmental entity in the sale of a building leased by the Social Security Administration at 115 W Bond Street, Astoria, owner Glenn Taggart, Manager, Deecee Properties, LLC. Being the lease was a governmental entity; the protocols in place were required to be followed in closing that transaction. Sales price: 461,650.00 a 4 month transaction due to the SSA needs. Closed 4/15/2020

My additional Commercial property sales history:

1. 1044 Marine Drive, Astoria Owner: Marilyn Ruth Birkel, Triple M LLC sale price \$572,000.00 closed 7/22/2017
2. 763-781 Ave F Seaside Owner: Panichello Trust, Buyer Arntson Trust C1 zoned property with Seaside Planning Commission approval to build 4 plex building Sales Price \$100,000.00 vacant land with tear down home. Closed 9/30/2020
3. 407 S Holladay Seaside Owner: Rogers Trust Vacant C1 property with tear down building. Sales Price \$150,000.00 closed 12/9/2020
4. Vacant land Adjacent to 1425 SE 9th Sold 1998 Mattson to Morris \$62,500 Zoning C1. Currently on market at \$125,000.00

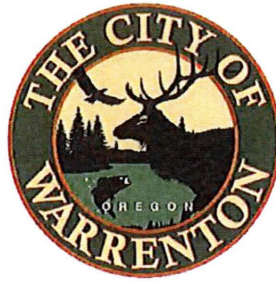
New Listing:

1015 S Main Warrenton Builders Supply building. \$795,000.00 buildings and lots both sides of S Main. Goes live 9/1/2021

Thank you again for the opportunity to represent the City of Warrenton.

Pam Ackley,

Broker, ASP GRI, CRS
Premier Properties Member
Multi-million dollar Top Producer



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: November 9, 2021
 SUBJ: Second Reading and Adoption of Ordinance No. 1255; Repealing Ordinance No. 123-A – Official City Flower

SUMMARY

At its October 26, 2021 meeting, the City Commission conducted the first reading of Ordinance No. 1255, to repeal Ordinance No. 123-A; removing Phlox as the official city flower. Spruce Up Warrenton has requested the city adopt the Daffodil as the official city flower of the City of Warrenton. In 1927, the City Commission adopted Ordinance No. 123-A, declaring Phlox as the official city flower, and it is necessary to repeal this ordinance to formally remove Phlox as the official flower. Ordinance No. 1255 is presented this evening for its second reading and adoption. A separate resolution has been prepared for the designation of the Daffodil as the new official city flower.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the second reading, by title only, of Ordinance No. 1255; an Ordinance Repealing Ordinance No. 123-A."

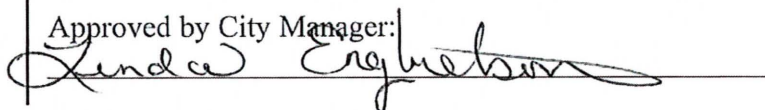
"I move to adopt Ordinance No. 1255."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:


ORDINANCE NO. 1255

Introduced by All Commissioners

AN ORDINANCE REPEALING ORDINANCE NO. 123-A

WHEREAS, the Warrenton City Commission adopted Ordinance No. 123-A on April 19, 1927, declaring the official flower of the City of Warrenton to be the Phlox; and

WHEREAS, the volunteer group Spruce Up Warrenton has requested that the Daffodil replace the Phlox as the official flower of the City of Warrenton; and

WHEREAS, a housekeeping Ordinance is in order to change the official flower of the City of Warrenton; and

WHEREAS, the City will adopt a new official flower by Resolution.

NOW THEREFORE, the City of Warrenton ordains as follows:

Ordinance No. 123-A is hereby repealed, and a separate resolution will designate the Daffodil as the new official flower of the City of Warrenton .

This Ordinance shall take effect 30 days after its adoption.

First Reading: October 26, 2021

Second Reading: November 9, 2021

ADOPTED by the City Commission of the City of Warrenton, Oregon this 9th day of November, 2021.

Approved

Henry A. Balensifer III, Mayor

Attest

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: November 9, 2021
SUBJ: Consideration of Resolution No. 2612; Adopting the Daffodil as the Official City Flower

SUMMARY

The City Commission has adopted Ordinance No. 1255, to repeal Ordinance No. 123-A; removing Phlox as the official city flower. Spruce Up Warrenton has requested the city adopt the Daffodil as the official city flower of the City of Warrenton. Resolution No. 2612 has been prepared and is before you this evening for your consideration to designate the Daffodil as the new official city flower.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2612; Adopting the Daffodil as the Official Flower of the City of Warrenton."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:

RESOLUTION NO. 2612
Introduced by All Commissioners

**ADOPTING THE DAFFODIL AS THE OFFICIAL FLOWER OF THE
CITY OF WARRENTON**

WHEREAS, on April 19, 1927, the Warrenton City Commission adopted Ordinance No. 123-A, declaring the official flower of the City of Warrenton to be the Phlox; and

WHEREAS, the volunteer group Spruce Up Warrenton requested that the Daffodil replace the Phlox as the official flower of the City of Warrenton; and

WHEREAS, on, November 9, 2021 the Warrenton City Commission adopted Ordinance No. 1255 to repeal Ordinance No. 123-A and formally remove the Phlox as the official flower of the City of Warrenton; and

WHEREAS, this resolution has been prepared to adopt the Daffodil as the new official flower of the City of Warrenton.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1: The official flower of the City of Warrenton is the Daffodil.

Section 2: This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 9th day of November 2021.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, City Recorder

RESOLUTION NO. 2612
Introduced by All Commissioners

**ADOPTING THE DAFFODIL AS THE OFFICIAL FLOWER OF THE
CITY OF WARRENTON**

WHEREAS, on April 19, 1927, the Warrenton City Commission adopted Ordinance No. 123-A, declaring the official flower of the City of Warrenton to be the Phlox; and

WHEREAS, the City of Warrenton has a long and rich history which included large and small Daffodil farms in its early history; and

WHEREAS, Daffodils grow wild on the Skipanon River flats and among the River islands, as well as in open meadows across the City; and

WHEREAS, the Warrenton City Commission wishes to revisit and better connect its rich history to its current and future efforts to better create a sense of place for residents and visitors alike; and

WHEREAS, the volunteer group Spruce Up Warrenton requested that the Daffodil replace the Phlox as the official flower of the City of Warrenton; and

WHEREAS, on, November 9, 2021 the Warrenton City Commission adopted Ordinance No. 1255 to repeal Ordinance No. 123-A and formally remove the Phlox as the official flower of the City of Warrenton; and

WHEREAS, this resolution has been prepared to adopt the Daffodil as the new official flower of the City of Warrenton.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1: The official flower of the City of Warrenton is the Daffodil.

Section 2: This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 9th day of November 2021.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: November 9, 2021

SUBJ: Goods Contract for Purchase of Dodge Durango Police SUV

SUMMARY

The Warrenton Police Department budgeted for two 2021 police vehicles to replace two patrol vehicles. We ordered and have not received a 2021 Ford F150 and none of the manufacturers are taking any orders currently. I was notified by Withnell Dodge in Salem they have a 2021 Dodge Durango SUV available. Withnell are on State Contract (#5555) to sell Dodge Police vehicles. The current contract price is \$33,698 plus the Oregon Corporate Activity tax of \$168.49 and the Oregon Privelege tax of \$141.53 for a total of **\$34,008.02**.

RECOMMENDATION/SUGGESTED MOTION

Approve the Goods and Services contract between Withnell Dodge and the City to purchase a 2021 Dodge Durango and to have the Mayor sign the contract.

"I move to approve the Goods and Services contract between Withnell Dodge and the City of Warrenton to purchase one 2021 Dodge Durango and to have the Mayor sign the contract."

ALTERNATIVE

Do not approve the contract and do not replace the 2014 Dodge Charger.

FISCAL IMPACT

The purchase of the vehicle was budgeted in the FY 2020-2021 Budget for \$57,000 with the remainder of the funds to purchase and install equipment on the vehicle.

ATTACHMENTS:

- City of Warrenton Contract for Goods and Services to be signed by the Mayor with Exhibit A, the quote document from Landmark Ford Lincoln.

Approved by City Manager: *LME by A Shaw*

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

**CITY OF WARRENTON
CONTRACT FOR GOODS AND
SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2021, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Withnell Dodge, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR SERVICES: (Title: Withnell Dodge)

- A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached POC quote, dated October 29, 2021, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$34,008.02 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice referencing 2021 Dodge Durango for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONTRACTOR may submit invoice via email to ap@ci.warrenton.or.us. CITY pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Mathew Workman, Chief of Police.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be _____.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning

such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

- A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined

single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- B. **Automobile Liability.** Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.
- C. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- D. **Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or

Exhibit "A"

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Priced Order Confirmation (POC)

Date Printed:	2021-10-29 12:05 PM	VIN:	1C4RDJFG5MC847347	Quantity:	01
Estimated Ship Date:		VON:	W0553301	Status:	D - Firm schedule:serial number is assigned
Date Ordered:	2021-04-07 12:00 AM			FAN 1:	48979 State of Oregon
				FAN 2:	
				Client Code:	
				Bld Number:	TB1193
				PO Number:	@@@@@@@@@@@@@@

Sold to: WITHNELL DODGE (56440) 2650 COMMERCIAL SE SALEM, OR 973024451	Ship to: WITHNELL DODGE (56440) 2650 COMMERCIAL SE SALEM, OR 973024451
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Vehicle: 2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	36,000
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	120
	-X9	Black	0
Options:	AHX	Trailer Tow Group IV	845
	CUG	Police Floor Console	840
	LNF	Black Left LED Spot Lamp	545
	LNX	LED Spot Lamps	0
	NAS	50 State Emissions	0
	XPW	Front & Rear Wire Harness	1,430
	XWK	Power Distribution Center	0
	3AH	Price Protection - Code H	0
	YEP	Manuf Statement of Origin	0
	ADL	Skid Plate Group	295
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4NU	Fuel Fill / Battery Charge	0
	4FT		0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bld Number:	TB1193	Government Incentives	0
Special Equipment:	99595A		0
Destination Fees:			1,495

Total Price: 41,570.

33698.⁰⁰
 168.49
 141.53
 34008.⁰²

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Scott Hazelton, Planning Director
 DATE: November 9th, 2021
 SUBJ: Enforcement Guidance/Appeal Placeholder

SUMMARY

The Warrenton City Commission, at its regularly scheduled meeting on October 26, 2021, determined the property, 874 Fifth Avenue (Hammond) also known as Tax Lots 81005DC02300, 81005DC02400, 81005DC02500, is a nuisance as described in WMC 8.16.040, WMC 8.16.060, WMC 8.16.120, and WMC 12.28.030. The nuisance was noticed in the mail on October 28th and by posting on the property on October 29th, 2021.

This nuisance is being brought before the commission again due to the next steps in the nuisance process. The Simonsens have the ability to file an appeal before November 7th, 2021. Staff is asking to agenda the nuisance on this meeting if an appeal is filed before that timeline. If an appeal is not filed staff is asking for a recommendation on enforcement action from the commission.

If a written appeal is filed the commission must decide if the appeal is substantive enough to reopen the decision on if the actions as previously reviewed constitutes a nuisance or not. If the commission decides the appeal is substantive then the appeal shall be heard. If the commission deems the appeal insufficient then the 10-day abatement period will resume.

If no appeal is filed or if the appeal is deemed insufficient then the commission must decide on the options for abatement that are available to the city. The options as defined in WMC 8.16.190, WMC 8.16.200, WMC 8.16.220 are listed below:

1. A fine not to exceed \$1,000 per violation per day.
2. The city may abate the nuisance and place the price accrued by the city to abate the nuisance. If the balance is not paid within 30 days, then the price of abatement will become a lien on the property.

CONCLUSION AND RECOMMENDATION

The commission may either hear the appeal or deny that the appeal is substantive, if filed. If no appeal is filed staff requests that the commission give direction on which abatement process that are available to the city, are in the city's best interest.

FINDINGS

The WMC provides guidance on the next steps in the nuisance process.

8.16.170 Abatement by the person responsible.

- A. Within 10 days after the posting and mailing of notice as provided in Section 8.16.160, the person responsible shall remove the nuisance or file a protest, as described in subsection B of this section.
- B. A person responsible, protesting that no nuisance exists, shall file a written statement that specifies the basis for the protest with the City Auditor.
- C. The statement shall be referred to the Commission as a part of its regular agenda at its next succeeding meeting. At the time set for consideration of the abatement, the person protesting may appear and be heard by the Commission. The Commission shall determine whether a nuisance in fact exists, and the determination shall be entered in the official minutes of the Commission. Commission determination shall be required only in cases where a written statement has been filed as provided.
- D. If the Commission determines that a nuisance in fact exists, the person responsible shall abate the nuisance within 10 days after the Commission determination. (Ord. 848-A § 33, 1989)

8.16.180 Joint responsibility.

If more than one person is responsible, they shall be jointly and severally liable for abating the nuisance or for the costs incurred by the City in abating the nuisance. (Ord. 848-A § 34, 1989)

8.16.190 Abatement by the City.

- A. If the nuisance has not been abated by the person responsible within the time allowed, the Commission may cause the nuisance to be abated.
- B. The officer charged with abatement of the nuisance shall have the right to enter into or upon property at reasonable times to investigate or cause the removal of a nuisance.
- C. The City Auditor shall keep an accurate record of the expense incurred by the City in physically abating the nuisance and shall include a charge equal to five percent of those expenses for administrative cost. (Ord. 848-A § 35, 1989)

8.16.200 Assessment of costs.

- A. The City Auditor shall forward to the owner and the person responsible, by registered or certified mail, a notice stating:
 1. The total cost of abatement, including the administrative costs.
 2. That the costs as indicated will be assessed to and become a lien against the property unless paid within 30 days from the date of the notice.
 3. That if the owner of the person responsible objects to the cost of the abatement as indicated, a notice of objection may be filed with the City Auditor not more than 10 days after the date of the notice.
- B. No sooner than 30 days after the date of the notice, the Commission, in the regular course of business, shall hear and make a decision on the objections to the costs assessed.
- C. If the costs of the abatement are not paid within 30 days from the date of the notice, an assessment of the costs, as stated or as decided by the Commission, shall be made by

resolution and shall be entered in the docket of City liens. When the entry is made, it shall constitute a lien on the property from which the nuisance was removed or abated.

- D. The lien shall be enforced in the same manner as liens for street improvements are enforced and shall bear interest at the current statutory interest rate. The interest shall begin to run from the date of entry of the lien in the lien docket.
- E. An error in the name of the owner or the person responsible or a failure to receive the notice of the proposed assessment will not void the assessment, and it shall remain a valid lien against the property. (Ord. 848-A § 36, 1989)

8.16.210 Summary abatement.

The procedure provided by this chapter is not exclusive, but is in addition to procedure provided by other ordinances. The Chief of the Fire Department, a law enforcement officer, or any other City official may proceed summarily to abate a health or other nuisance which unmistakably exists and which imminently endangers human life or property. (Ord. 848-A § 37, 1989)

8.16.220 Penalties.

A violation of a provision of this chapter is punishable by a fine not to exceed \$1,000.00. (Ord. 848-A § 38, 1989)

8.16.230 Separate violations.

- A. Each day's violation of a provision of this chapter constitutes a separate offense.
- B. The abatement of a nuisance is not a penalty for violation of this chapter, but is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance. However, abatement of a nuisance within 10 days of Commission determination that a nuisance exists, will relieve the person responsible for the imposition of a penalty under Section 8.16.220 of this chapter. (Ord. 848-A § 39, 1989)

Suggested Motion:

If no appeal is filed, if the appeal is not considered substantive, and if the nuisance is not abated:

I motion to adopt the findings in the staff report and direct staff to levy and accrue fines of \$ ___ per violation per day. [The Commission will determine the amount for abatement]

If an appeal is filed:

Due to the lack of understanding the merits of the appeal it is difficult to make a recommendation. A motion should be made that responds to the appeal and offers a decision of continuation of the nuisance determination or a determination that the appeal is correct and the action occurring on the property is not a nuisance.

ATTACHMENTS

- 10 Day Notice
- Notice for Abatement

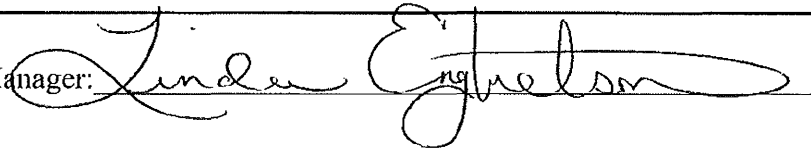
ALTERNATIVE

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

FISCAL IMPACT

N/A

Approved by City Manager:

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

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Scott Hazelton, Planning Director
 DATE: October 26, 2021
 SUBJ: Nuisance Hearing

SUMMARY

On November 8th, 2021 Mr. Mark Simonsen by email submitted the attached appeal to the City Commissions decision to declare the activity on Tax Lot, 81005DC02500, 81005DC02400, and 81005DC02300, as nuisances. As Mr. Simonsen is one of the listed property owners he has the right to appeal the commissions decision based on WMC 8.16.170:

8.16.170 Abatement by the person responsible.

- A. Within 10 days after the posting and mailing of notice as provided in Section 8.16.160, the person responsible shall remove the nuisance or file a protest, as described in subsection B of this section.
- B. A person responsible, protesting that no nuisance exists, shall file a written statement that specifies the basis for the protest with the City Auditor.
- C. The statement shall be referred to the Commission as a part of its regular agenda at its next succeeding meeting. At the time set for consideration of the abatement, the person protesting may appear and be heard by the Commission. The Commission shall determine whether a nuisance in fact exists, and the determination shall be entered in the official minutes of the Commission. Commission determination shall be required only in cases where a written statement has been filed as provided.
- D. If the Commission determines that a nuisance in fact exists, the person responsible shall abate the nuisance within 10 days after the Commission determination. (Ord. 848-A § 33, 1989)

CONCLUSION AND RECOMMENDATION

Staff is unable to respond to Mr. Simonsen's appeal as it is unclear to staff what is meant in the appeal. Staff will present the same facts as in the original staff report if necessary. Staff is asking for a determination on fine amount if it is declared that a nuisance still exists at Tax Lots 81005DC02500, 81005DC02400, and 81005DC02300 pursuant to WMC 8.16.220:

8.16.220 Penalties.

- A violation of a provision of this chapter is punishable by a fine not to exceed \$1,000.00. (Ord. 848-A § 38, 1989)

FINDINGS

1. **WMC Section 16.16.020** Violation of Code Prohibited states that, “No person shall erect, construct, alter, maintain or use any building or structure or shall use, divide or transfer any land in violation of this Code or any amendment thereto.”
2. A violation has occurred in that the Simonsen property has allowed the occupation of a recreation vehicles on their property at 876 5th Ave. Hammond, OR 97121 in violation of **WMC 12.28.030.A** for more than 48 hours:

“No recreational vehicle or trailer shall be used for sleeping or lodging purposes outside of designated camping areas except by special permit from the City, said permit to be limited to one vehicle only at any one time. Permits may be obtained from City Hall for a period of up to 48 hours for parking of recreational vehicles on private residential property that is not designated as a camping area. Permits must be obtained in advance of parking the recreational vehicle or trailer in residential areas.”

3. A violation has occurred in that junk has began to accumulate on the property extending onto the public right of way. This is a violation of **WMC 8.16.120**.
 - A. *No person shall keep junk outdoors on a street, lot, or premises or in a building that is not wholly or entirely enclosed except for doors used for ingress and egress.*
 - B. *The term “junk,” as used in this section, means and includes all old motor, old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances, parts, old iron or other metal, glass, paper, lumber, wood or other waste or discarded material.*
 - C. *The term “abandoned automobiles”, as used in this section, means inoperable and/or unregistered vehicles on private property. (Ord. 1229 § 1, 2019; Ord. 848-A § 22, 1989)*
4. If the violation is not abated, it is necessary and appropriate to proceed to the penalty phase and apply fines per **WMC 8.16.220 Penalties**:
 - A. *A violation of a provision of this chapter is punishable by a fine not to exceed \$1,000.00. (Ord. 848-A § 38, 1989).*

Suggested Motion:

I motion to adopt the findings in the staff report and direct staff to provide notice to the violator of the findings and to consult with the City Manager and the City Attorney to identify the proper procedure to levy and accrue fines of \$_____per violation per day if the issue has not been abated within 10 days. [The Commission will determine the fine amount.]

ATTACHMENTS

- Appeal

ALTERNATIVE

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

FISCAL IMPACT

N/A

Approved by City Manager:

A handwritten signature in cursive script, reading "Linda Engbretson", written over a horizontal line.

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

From: [Mark Simonsen](#)
To: [Scott Hazelton](#)
Subject: Re: appeal of commissioner's finding on 874 5th property
Date: Monday, November 8, 2021 2:50:37 PM
Attachments: [image001.png](#)
[image001.png](#)

I don't believe city parliamentary process was followed and information was shared with commissioners in a public setting. The city has shown bias toward the complaint with definition of "junk". City not complying with CMU zoning definition with grandfather rights and forcefully causing the removal of vehicles from property

On Mon, Nov 8, 2021, 2:00 PM Scott Hazelton <shazelton@ci.warrenton.or.us> wrote:

Mr. Simonsen,

Can you explain your basis for the appeal please? There needs to be a specific reason for your appeal:

[8.16.170 Abatement by the person responsible.](#)

A. Within 10 days after the posting and mailing of notice as provided in Section 8.16.160, the person responsible shall remove the nuisance or file a protest, as described in subsection B of this section.

B. A person responsible, protesting that no nuisance exists, shall file a written statement that **specifies the basis for the protest** with the City Auditor.

C. The statement shall be referred to the Commission as a part of its regular agenda at its next succeeding meeting. At the time set for consideration of the abatement, the person protesting may appear and be heard by the Commission. The Commission shall determine whether a nuisance in fact exists, and the determination shall be entered in the official minutes of the Commission. Commission determination shall be required only in cases where a written statement has been filed as provided.

D. If the Commission determines that a nuisance in fact exists, the person responsible shall abate the nuisance within 10 days after the Commission determination. (Ord. 848-A § 33, 1989)

If you have any questions on what "specifies the basis for the protest" you are welcome to reach out to me.

Thanks,

Scott Hazelton

Planning Director | City of Warrenton

Office : 503-861-0920

Mobile : 503-440-4082

Fax : 503-861-2351

P.O. Box 250 | 225 S Main Ave

Warrenton, OR 97146

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From: Mark Simonsen <mark.simonsen1958@gmail.com>
Sent: Monday, November 8, 2021 1:04 PM
To: Scott Hazelton <shazelton@ci.warrenton.or.us>
Subject: RE: appeal of commissioner's finding on 874 5th property

Thank you Scott

Sent from [Mail](#) for Windows

From: [Scott Hazelton](#)

Sent: Monday, November 8, 2021 12:55 PM
To: [Mark Simonsen](#); [Dawne Shaw](#)
Subject: RE: appeal of commissioner's finding on 874 5th property

Hi Mark,

Dawne is out of the office so unable to check if the initial one went through either. You are agenda'd for the meeting. Unsure of the order but I will let you know as soon as I can.

Thanks,

Scott Hazelton

Planning Director | City of Warrenton

Office : 503-861-0920

Mobile : 503-440-4082

Fax : 503-861-2351

P.O. Box 250 | 225 S Main Ave

Warrenton, OR 97146

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From: Mark Simonsen <mark.simonsen1958@gmail.com>
Sent: Monday, November 8, 2021 12:53 PM
To: Dawne Shaw <dshaw@ci.warrenton.or.us>; Scott Hazelton <shazelton@ci.warrenton.or.us>
Subject: appeal of commissioner's finding on 874 5th property

Sent from [Mail](#) for Windows

Scott, Dawne,

Could not find my sent email asking for an appeal and time to present at the up coming commissioner's meeting on the 9th. Please add me to the agenda and also will one of you reply back to verify this was delivered, only because I can not find that the other one sent a few days back went through.

Thanks,

Mark Simonsen



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City of Warrenton Board Recommendation

November 9, 2021
Warrenton Community Library Advisory Board

Summary:

The Library Board has reviewed, updated, and approved a library policy manual. This document governs the efficient and effective operations of the Warrenton Community Library.

Fiscal Impact (if any/known):

There are no fiscal estimates at this time.

RECOMMENDATION(S):

The Library Board recommends that the City Commission adopt this updated policy manual. See the draft of the manual in the 11/9/21 meeting packet for reference.

Respectfully Submitted,

Kelsey Balensifer
Chair
Warrenton Community Library Advisory Board