



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
July 27, 2021– 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings are conducted in the Commission Chambers unless otherwise noted. Meetings will 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 – 7.13.21
- B. Parks Advisory Board Minutes – 2.08.21
- C. Parks Advisory Board Minutes – 4.12.21
- D. Marina Advisory Committee Recommendation
- E. Police Department Monthly Statistics – June 2021
- F. Visitor Center Lease Agreement Termination
- G. Harbormaster Report – FY 20/21

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. **A. Employee Appreciation – Nancy Ager**

5. COMMISSIONER REPORTS

6. 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.

7. **PUBLIC HEARINGS** - None

8. **BUSINESS ITEMS**

A. Consideration of Amendment to Purchase Order Process

B. Consideration of Safe Routes to School Professional Services Contract – Otak

C. Consideration of Resolution No. 2610; Amending Resolution No. 2588, Exhibit A – Approved Residential Zone Vacation Rentals

9. **DISCUSSION ITEMS**

10. **GOOD OF THE ORDER**

11. **EXECUTIVE SESSION**

12. **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
 July 13, 2021
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:01 p.m. and led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Linda Engbretson, City Recorder Dawne Shaw, City Attorney Spencer Parsons (via Zoom), Interim Planning Director Will Caplinger (via Zoom), Police Chief Mathew Workman, Fire Chief Brian Alsbury, Public Works Director Collin Stelzig, Deputy City Recorder Rebecca Sprengeler, Finance Director April Clark, Harbormaster Jane Sweet, Police Sergeant Jim Pierce, Municipal Court Clerk Valerie Carlson, Police Officer Christina Trujillo and Policer Officer Robert Wirt

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 6.22.21
- B. City Commission Work Session Minutes – 6.22.21
- C. Marina Advisory Committee Minutes – 5.17.21
- D. Warrenton Community Library Board Minutes – 3.12.21
- E. 2021-2022 Fire Dispatch Services Agreement
- F. 2021-2022 Public Works Dispatch Services Agreement
- G. Library Director's Quarterly Report – June 2021
- H. Building Department Report – June 2021
- I. City Recorder Activity Report; January – June 2021
- J. Fire Department Activity Report – June 2021
- K. Marinas Camping Plan

Mayor Balensifer requested to add a certificate of appreciation for Norm and Brenda Hoxsey to the agenda as item 3L. He noted the Hoxseys are stepping down from leadership of Spruce Up Warrenton. There were no objections. Mayor Balensifer asked City Manager Linda Engbretson for clarification on the marinas camping plan. Ms. Engbretson confirmed this is a plan for what is existing, and gave a few details about garbage pick-up, possible alternatives, and fencing.

Commissioner Newton 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

Police Chief Mathew Workman provided comments and introduced new Warrenton Police Officer Christina Trujillo. He gave an overview of Christina's education and experience. Officer Trujillo's father pinned on her badge. Mayor Balensifer administered the Oath of Office.

Chief Workman stated the City is having a retirement ceremony for seven-year-old K9 Officer Gabe. Chief Workman discussed Gabe's background and career as a narcotics detection dog. He thanked Lylla Gaebel for her sizeable donation to acquire Gabe in memory of her late husband, Jim Gaebel. He noted Gabe's contributions over the past four years to Warrenton Police Department and other agencies in Clatsop County. He presented Officer Robert Wirt and Gabe with a plaque of appreciation.

At 6:16 p.m. Mayor Balensifer recessed the meeting for 7 minutes for cake. At 6:23 p.m. Mayor Balensifer reconvened the meeting.

COMMISSIONER REPORTS – None

PUBLIC COMMENT

Mayor Balensifer noted written testimony submitted by Ben Prock, who voiced concerns about the marina rate increases and the condition of the docks at the Hammond Marina. Additional emailed public comments regarding agenda item 8F were received from Jennifer Canessa and Dawn Wojick regarding concerns and complaints on the Vacation Rental property at 1564 SE Honeysuckle Loop. Lloyd Smith noted frustration on the increased moorage fees and the state of the Hammond Marina. He submitted pictures of the status of dredging and bathrooms. Greg Smith, lessee at the Warrenton and then Hammond Marinas since 1995, also commented on the moorage rate increases, Hammond Marina conditions, and dredging. He would like to see what he will get from the rate increase. Tom Shipley, customer of the Hammond Marinas for over the past 30 years, voiced concerns on the moorage rate increases and the dredging at the Hammond Marina. He distributed pictures of the slip conditions. He feels the rate increase is unfair to long-term customers. He requested the Commission reconsider the rate increase. Tony Faletti stated he would like a citizens committee to assist in the City Manager hiring process. He also asked about the status of the tsunami sirens.

It was noted the City is waiting for the tsunami siren controllers and a renewal of the grant.

PUBLIC HEARING – None

BUSINESS ITEMS

Ms. Engbretson discussed Resolution No. 2608 adopting the Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan. She noted Tiffany Brown, the Clatsop County Emergency Manager, in attendance on Zoom to answer questions.

Commissioner Baldwin made the motion to adopt Resolution No. 2608; Adopting the Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan. Motion was seconded and passed unanimously.

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

Ms. Engbretson discussed Resolution No. 2609, describing the distribution of Transient Room Tax Funds. She noted the Budget Committee recommended transferring the whole share of the LCTC (Lower Columbia Tourism Committee) funds to the Hammond Marina. She outlined four options for distribution of the funds. Mayor Balensifer noted he feels it is better to renegotiate the relationship than to completely cut the cord. It was noted this resolution does not alter visitor services. Mayor Balensifer noted Chamber of Commerce and LCTC staff in attendance to answer questions. Discussion followed about the effectiveness and potential of LCTC membership. Mayor Balensifer noted he would like to preserve the relationship. Mayor Balensifer stated option 3 would keep us in there while still accomplishing the goals that we have. Commissioner Poe noted option 4 would kill two birds with one stone by contributing to the Hammond Marina while maintaining the relationship with LCTC. Commissioner Baldwin stated there was a unanimous decision at the Budget Committee meeting and would like to see information and have conversations with the LCTC before the budget meeting. He stated he will vote for option 2 and noted concerns about lack of information. Commissioner Dyer noted he would like to “leave the door open” by choosing option 3 with the caveat that LCTC present information before the Budget meeting in order to make fact-based decisions. Mayor Balensifer noted the LCTC annual marketing meeting. Commissioner Newton spoke to the LCTC Executive Director David Reid, noting a lack of direction from the Commission to the LCTC. Mr. Reid concurred and noted the communication needs to improve in both directions. Mayor Balensifer noted past successful involvement with the LCTC. Discussion continued. Mr. Reid stated the LCTC has not been, for years, about attracting people to town. It has been in managing visitors and trying to attract them in the offseason and additional ways. He noted the LCTC is Warrenton’s marketing voice. Discussion continued. There was discussion about the LCTC meeting reports. Commissioner Newton noted he does not have enough data to walk away in good faith and wants information from each meeting. He chooses option 4. Mayor Balensifer summarized the options and the Commissioner’s preferences. Commissioner Baldwin changed his preference to option 3. The general consensus was to go with option 3.

Commissioner Baldwin made the motion to change the distribution of TLT dollars to LCTC to 2% and adopt Resolution No. 2609 to that effect, repealing Resolution No. 2269. Motion was seconded and passed by majority.

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

Commissioner Newton noted he feels they are getting more than their money’s worth. Ms. Engbretson noted one of the commission goals was to pursue revenue opportunities, and this additional revenue will go into the capital reserve account for infrastructure, dredging, and dock repairs. She also noted the upcoming mid-year commission goals work session meeting.

Mayor Balensifer briefly outlined a letter of support for the PIDP (The Port Infrastructure Development Program) Grant application submitted by the Port of Astoria for the rehabilitation of Pier 2 West. He noted the Port of Astoria has been a good partner to the City of Warrenton. Improvements in the Port of Astoria Commission were also noted.

Commissioner Newton made the motion to affix the Mayors' signature on the Port of Astoria letter of support for the PIDP Grant. Motion was seconded and passed unanimously.

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

Public Works Director Collin Stelzig discussed a time extension change order for the SW Alder Avenue, 2nd to 1st Reconstruction Project. He noted the change order was requested to extend the completion date due to conflicts with other projects and to create a smoother construction timeline. He noted there is no cost to the City and this is just an extension of the completion date. Brief discussion followed.

Commissioner Newton made the motion to approve Change Order #1 – SW Alder Avenue, 2nd to 1st Reconstruction Project, moving substantial completion date from August 9th to September 16th, 2021. Motion was seconded and passed unanimously.

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

Commissioner Baldwin noted for the record that there is no additional cost involved, it is only a change order in time.

City Recorder Dawne Shaw presented Ordinance No. 1253 for its second reading and adoption.

Commissioner Baldwin made the motion to conduct the second reading, by title only, of Ordinance No. 1253. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the second reading of Ordinance No. 1253 an Ordinance Vacating a Portion of SE Pacific Avenue, in the City of Warrenton, Oregon.

Commissioner Newton made the motion to adopt Ordinance No. 1253. Motion was seconded and passed unanimously.

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

Ms. Engbretson noted a letter from Interim City Planner Will Caplinger, regarding complaints and issues with the 1564 SE Honeysuckle Loop vacation rental. She also noted the public comments received on this matter. She noted this vacation rental was granted grandfathered status and staff's suggestion is that this vacation rental be revoked. Commissioner Newton

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disclosed that one of the complainants is on the Clatsop County Rental Owners Association with him and he feels it will not affect his decision. Mayor Balensifer discussed how this vacation rental came to be. It was noted the property owner is not in attendance. Commissioner Newton discussed Oregon landlord laws. Ms. Engbretson stated Mr. Caplinger has spoken with the property owner and noted there is question about enforcement if the vacation rental is revoked. Mr. Caplinger noted the owner has stated she is closing her business and is not taking bookings after August 31st. He noted his informal recommendation is to follow the violation process as outlined in the Warrenton Municipal Code (WMC) that goes to the Planning Commission. Or if it is revoked immediately, to go through a penalty phase. City Attorney Spencer Parsons commented on the matter and outlined the process the City should take as outlined in WMC 16.16. He noted due process considerations. He recommended the Commission direct staff to initiate a revocation hearing with potential enforcement to follow and in the meantime if the property owner stops operating, the revocation process can still be followed. Discussion followed about fire life safety liability concerns. Mr. Parsons discussed the importance of due process requirements. There was discussion about a stop work order notice and enforcement under WMC 16.16. Mr. Parsons noted this language applies to ongoing land uses. He suggested giving her notice that police citations may be issued during a penalty period. He noted the right to abate nuisances as granted by the WMC and outlined the process. Discussion followed about citation fines and tenant eviction. Mr. Caplinger noted the property owner has been noticed of the complaints and the agenda for this meeting. He additionally noted an eviction clause in the property owner's rental agreement. Commissioner Newton commented on rental laws. Mayor Balensifer summarized the discussion to move forward with standard process as outlined by Mr. Parsons by providing due process, or if it is quicker, go about nuisance abatement by directing the City Manager to increase police patrol in the area and work with Mr. Parsons on issuance of citations. He noted the property's grandfathered status needs to be revised on the resolution. Mayor Balensifer stated do anything and everything to abate the nuisance as soon as possible that is within the law and is legal and that legal is comfortable with because this is a clear violation, and we have to take care of the residents first. Ms. Engbretson asked Mr. Parsons if the property owner's second license can be revoked as well. Mr. Parsons responded he would need to look into it, but if the Commission directed staff, he could include it. Commissioner Baldwin suggested giving the property owner the option to end the Honeysuckle Loop home immediately and keep the Hammond home, but if she does not comply both get revoked. Discussion continued. Commissioner Poe stated he thinks we need to go with due process and voiced concerns about loss of income claims and punitive damages. Mr. Parsons clarified that a stop work order can be issued, which triggers the process for the hearing. He further noted next steps and other options in this process. If anything goes on in the meantime, citation can be given in municipal court, there can be nuisance allegations, or summary abatement. Commissioner Newton noted rental cancelation policy. Mr. Parsons noted he wants to be clear that there is a consensus from the commission to pursue a stop work order and authorization to take any other steps necessary to resolve the issues being created from the rental. Mr. Caplinger briefly discussed posting at the property and timeline for a public hearing. Brief discussion followed. Mr. Parsons stated he would like to recommend that the Commission follow the letter of the Code in unraveling the problem from this point forward. Ms. Engbretson noted having a posting at the building may deter guests and new reservations. The Mayor summarized the consensus

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from the Commission to request the property owner voluntarily abate immediately, if not place both properties on the revocation hearing. Brief discussion followed.

Commissioner Newton made the motion to pursue a stop work hearing under 16.16 of the Development Code of 1564 SE Honeysuckle Loop and authorize staff to take any and all steps to preserve peace and order within that neighborhood. Motion was seconded and passed unanimously.

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

Ms. Engbretson noted the continued recruitment for a fulltime Planner. She stated Will has met the cap of his initial contract. She noted extending the contract for Mr. Caplinger's Professional Services Contract for Consulting Planning Services for the City would exceed her signing authority. Discussion followed on the City Manager's signing authority. Commissioner Baldwin stated the signing limit should be \$50,000. Ms. Engbretson noted she can make the change in the ordinance. Mayor Balensifer stated that would be great. It was noted the next City Planner review is July 23rd and there are 3-4 applicants.

Commissioner Dyer made the motion to authorize the Mayor's signature on the contract with Will Caplinger for interim planning services. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS

Chief Workman discussed RV issues and provided a printout summary, noting he reviewed how several Oregon cities handle RVs. He noted several cities have a permitting process with a fee, strict regulations on parking locations, limits on stay length, and limits on stays per year. Discussion continued on charging a fee for RV permits and a time limit. Mayor Balensifer noted health and safety concerns about RVs in residential areas. Commissioner Poe noted having a fee would help offset impact on infrastructure. There was brief discussion about collecting insurance information. Commissioner Dyer stated he would like to see the insurance on the application. Discussion continued about requiring a fee for RV permits. There was discussion about specific violators. Chief Workman noted his opinion is to synthesize what other cities are doing into an ordinance that has varied time limits, a permit process with different levels, limit on number of RVs on a property, and work with the building department for home renovation situations. There was discussion about a home with multiple RVs on South Main Avenue. Ms. Engbretson stated they have been noticed. Mr. Caplinger noted the tighter the regulations, the better. Discussion continued. Mayor Balensifer noted there is a level of trust for Chief Workman to draft something that will partially compensate for cost of enforcement and ensuring it is reasonable and workable. Mayor Balensifer stated he would prefer enforcement that can be handled readily and asked Chief Workman to work with legal counsel. Commissioner Poe noted appreciation for an enforcement interaction he witnessed recently. Discussion followed on the WMC. Mayor Balensifer stated he wants to ensure the code is not dissonant on this topic.

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Mayor Balensifer noted he intends to apply for the City Manager position and will recuse himself from the discussion. Ms. Engbretson asked if the Commission supports going out for a "headhunter" or a combination thereof for recruitment. She discussed the steps and criteria for the City Manager Recruitment process. Commissioner Dyer noted he would like to use a headhunter. Discussion followed. Ms. Engbretson continued and noted the benefits of using a consulting firm. Commissioner Baldwin discussed the utilization of a consulting firm, citizen panel, and commission panel when Kurt Fritsch was hired. He noted he would like Ms. Engbretson to be involved in the process. Commissioner Dyer made comments in agreement. Commissioner Newton agreed about using a "headhunter" noting he wants it to be a clean and professional selection. Discussion continued. The consensus was to use a "headhunter." Ms. Engbretson summarized and stated she will proceed with going out to find a consultant to manage the process.

Mr. Stelzig distributed a printout on key stormwater code sections in the WMC. Mayor Balensifer noted the lack of policy related to stormwater code. Mr. Stelzig and Mayor Balensifer discussed City policy on floodplain and drainage mitigation for infill development. Mayor Balensifer noted issues. Mr. Stelzig noted this has been discussed but no policy has been made because it is expensive to address. He continued, noting the history of the issue. He suggested requiring full stormwater studies for all developments, even single-family homes. Mr. Stelzig continued reviewing the printout. He noted he would like to require more from developers. Mayor Balensifer noted his thoughts and concerns. He noted other cities do hydrology studies. Mr. Stelzig noted the City does not want to be in the position of doing the work for the developer. He discussed options for developers. Commissioner Baldwin discussed past issues and suggested a maximum fill in the code. Mr. Stelzig noted there is the option for pre and post surveys. Discussion continued. Mr. Stelzig stated he would like to require them to do these studies. Discussion continued. Mayor Balensifer asked Mr. Stelzig how much of his time is spent on development. Mr. Stelzig estimated at least 50%. Discussion continued. Commissioner Poe discussed fill issues in Hammond and the need for regulation. Discussion followed about installation of pumps on Alder Creek. Ms. Engbretson suggested scheduling a work session for this matter. Commissioner Newton noted water runoff issues on 1st and Alder. Mr. Stelzig noted he did apply for a grant to help with the full drainage study.

GOOD OF THE ORDER

Commissioner Dyer noted the 4th of July parade was awesome. Brief discussion followed.

Commissioner Newton attended a Homeless Task Force meeting and noted the County has two new people to facilitate working with the homeless. Feeding Empty Bellies changed to Lifeboat. He noted two new Marina seasonal employees. A park host is still needed at Hammond and the dog park. Brief discussion followed. He noted also noted improved volunteer response rate at the Warrenton Fire Department.

Ms. Engbretson noted how great it is to have a full audience and to see everybody in person.

Ms. Shaw discussed scheduling of the upcoming joint session with the Parks Advisory Board.

Mayor Balensifer echoed the parade was the most well-attended he has ever seen. He noted it is great to get back to community events and he is excited for fall festival.

At 8:34 p.m. Mayor Balensifer recessed the regular meeting and announced the Commission will now meet in 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.*

There being no further business, Mayor Balensifer adjourned the regular meeting at 9:41 p.m.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

MINUTES
Warrenton Parks Advisory Board
February 8th, 2021
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

Parks Board Members Present: Chairperson Sara Long, Ron Dyer, Carol Snell, Brooke Terry, Vice Chair Bert Little. Excused: Ian O'Brien, Kailee Kobe.

Staff Present: Public Works Office Assistant Hallie Sweet.

CONSENT CALANDAR

A. Minutes of December 7th Meeting

Board Member Carol Snell made the motion to approve the minutes of the December 7th meeting. Ron Dyer seconded the motion, and all board members were in favor.

REPORTS

Warrenton Kids Inc. – Debbie Little reported to the board that Warrenton Kids Inc is going to start utilizing the park again. Registration for Cal Ripken teams open in a month and scheduling with Public Works for the ball fields will begin.

Northwest Coast Trails Coalition – Tessa Scheller reported that the board of directors of the Northwest Coast Trails Coalition handed out a few thousand dollars' worth of mini grants for several projects. Tessa also mentioned concerns on the Heceta Place trail and that NOHA recently went out and placed interpretive signage.

Parks Maintenance – Kyle Sharpsteen reported to the board that Public Works is planning to be ready for ball teams in March or April and have plans to get out onto the fields with the weedwhacker and hoping to get a head start on it. Kyle also mentioned the department is short staff but have offered a foreman position and currently have 12 applications for the utility worker position, and two seasonal positions will be opening. CIP workshops are starting to begin, and Kyle has asked the board to identify which projects should take priority for the upcoming fiscal year.

BUSINESS ITEMS

The board voted on chair positions, Sara was nominated to remain the Chairperson and Ron nominated Bert to be the Vice-Chair, Carol seconded this motion, and all board members were in favor. There are no further concerns with the roster, and it will be updated by the next meeting.

MINUTES
Warrenton Parks Advisory Board
February 8th, 2021
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

DISCUSSION ITEMS

Chairperson Long reported to the board that the parks fund raising proposal presented at the commission meeting went well. The Commissioners are now looking for clarification on the timeline of the proposal and she will report back to the board after the next meeting.

Kyle Sharpsteen presented to the board some charcoal barbeques that were available on a government surplus website. Vice Chair Bert little questioned where charcoal will be emptied and what the City Policy is regarding the barbeques. Kyle mentioned that they would require very little maintenance and could be placed at Seafarers Park.

Chairperson long will contact Commissioner Newton regarding the website he proposed at the previous meeting before the next meeting.

City of Warrenton Community Development Director Scott Hess introduced himself to the board.

Parks Board secretary Hallie Sweet reported to the board that Public Works and OTAK completed and submitted for the ODOT Safe Routes to School grant for the NW 11th street trail and will provide an update on the grant application at the next meeting.

There being no further business, Chairperson Long adjourned the meeting at 5:00 p.m.

Next regular meeting is scheduled for April 12th, 2021 at 4:00 p.m.

MINUTES
Warrenton Parks Advisory Board
February 8th, 2021
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

Approved


Sara Long, Chair

Attest



Hallie Sweet, Secretary

MINUTES
Warrenton Parks Advisory Board
April 12th, 2021
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

Parks Board Members Present: Chairperson Sara Long, Ron Dyer, Carol Snell, Brooke Terry, Vice Chair Bert Little. Excused: Ian O'Brien, Kailee Kobe.

Staff Present: Public Works Office Assistant Hallie Sweet.

CONSENT CALNDAR

A. Minutes of February 8th Meeting

Tessa Scheller requested a correction for the meeting minutes and Chairperson Long made the motion to defer the meeting minutes to the next meeting.

REPORTS

Warrenton Kids Inc. – Debbie Little reported to the board that Warrenton Kids Inc has started utilizing the park again and they have their first game this Tuesday with three more games on Saturday for the week.

Northwest Coast Trails Coalition – Tessa Scheller reported to the board that the brush and tree removal on Heceta Place was not done by City Workers or anyone from Northwest Coast Trails Coalition and was looking for more information on who was voluntarily cleaning up the trail and removing the trees.

Parks Maintenance – Kyle Sharpsteen recognized board member Ron Dyer for his continued work in mowing and maintaining the ball fields, and mentioned that Public Works is still looking for a part time seasonal position. Kyle received a call from Tom Wilson regarding a possible grant opportunity for replacing signs at the viewing dock and is interested in partnering with him for future grant opportunities. Kyle also mentioned that Public Works was waiting to receive a quote for replacing the bark chips at Quincy Robinson Park to freshen up the playground area.

BUSINESS ITEMS

Chairperson Long shared an email from Spruce Up Warrenton regarding if the Parks Advisory Board had any comments or concerns regarding duck boxes being placed along the waterfront trail, and changing the official city flower that has been the phlox for the last 93 years to the daffodil. The board did not have any objections to the duck boxes or changing the official city flower.

MINUTES
Warrenton Parks Advisory Board
April 12th, 2021
Warrenton City Hall – Commission Chambers
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Chairperson Long relayed to the board that Linda is supportive of the charcoal barbecues being placed in City Parks. Kyle mentioned that the price on the surplus website is very similar to the original price, but he is going to the surplus auction and will look at them in person. Linda did mention that we would have to put up a use at your own risk sign by each one for insurance purposes. Chairperson Long recommended to the board that we leave the decision on the location placement of the barbecues up to Public Works. Vice Chair Bert Little made the motion to approve purchasing charcoal barbeques to parks that seem fit, Ron Dyer seconded this motion.

Kyle brought to the boards attention that there is no sink in the covered picnic area at Quincy Park and wanted the boards support in removing the water service. Commissioner Newton who was present at the meeting agreed that removing the water service would be the best choice. Vice Chair Bert Little questioned where the Community Garden gets their water source. Kyle was not sure but would investigate this. Ron Dyer made the motion to remove the water service, Chairperson Long seconded this motion.

DISCUSSION ITEMS

Kyle proposed to the board budget items that would affect the parks line. FTF went up at .73%, a new roof at Public Works is being budgeted this year which is why the building maintenance line is so high. There is also \$40,000 budgeted for Forest Rim Park. Chairperson Long spoke to the Mayor and explained that it sounded like the project got dropped by both our past Community Development Director and Forest Rim Residents. There was an expectation that developer Mark Korpi was going to donate excavator time. Kyle mentioned he met with Quincy board and our City Manager and they want to focus on ensuring better park safety, so some Parks fund needs to be designated to lighting at the Quincy Robinson Park.

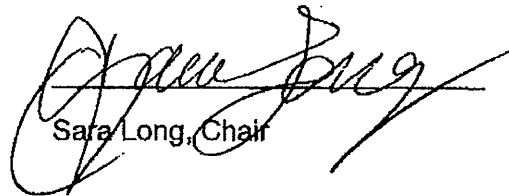
Discussion moved to signs at the Triangle Park and Heritage District. Mayor Henry Balensifer III wants to make sure the signs are the same and that the sign is specific to the Hammond District.

There being no further business, Chairperson Long adjourned the meeting at 5:00 p.m.

Next regular meeting is scheduled for June 14th, 2021 at 4:00 p.m.

MINUTES
Warrenton Parks Advisory Board
April 12th, 2021
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

Approved



Sara Long, Chair

Attest



Hallie Sweet, Secretary



WARRENTON POLICE DEPARTMENT
JUNE 2021 STATISTICS
 JULY 27, 2021



Category	June Statistics (% changes are compared to 2020)						
	2021	2020	% Chg	2019	% Chg	2018	% Chg
Calls for Service	782	657	19%	736	6%	852	-8%
Incident Reports	169	227	-26%	189	-11%	242	-30%
Arrests/Citations	169	131	29%	165	2%	174	-3%
Traffic Stops/ Events	167	148	13%	186	-10%	144	16%
DUII's	4	2	100%	0	400%	1	300%
Traffic Accidents	15	21	-29%	16	-6%	25	-40%
Property Crimes	106	88	20%	108	-2%	89	19%
Person Crimes	97	63	54%	74	31%	76	28%
Drug/Narcotics Calls	3	7	-57%	7	-57%	5	-40%
Animal Calls	27	18	50%	27	0%	29	-7%
Officer O.T.	272.6	223	22%	192.9	41%	146	87%
Reserve Hours	0	7.5	-100%	27.5	-100%	7	100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	682	682	772	776	736	782			
Incident Reports	218	218	195	194	185	169			
Arrests/Citations	214	196	181	188	143	169			
Traffic Stops/ Events	107	107	142	208	153	167			
DUII's	1	1	6	2	1	4			
Traffic Accidents	17	17	9	17	11	15			
Property Crimes	111	111	96	93	107	106			
Person Crimes	109	78	80	84	68	97			
Drug/Narcotics Calls	9	10	2	1	3	3			
Animal Calls	19	17	22	21	14	27			
Officer O.T.	19.5	72.25	63.25	69.25	79.5	272.64			
Reserve Hours	0	0	0	0	0	0			

Oct	Nov	Dec	2021 YTD	2021Estimate	2020	2021v.2020	2019	2021v.2019	2018	2021v.2018
			4430	8860	7955	11%	9270	-4%	9819	-10%
			1179	2358	2442	-3%	2469	-4%	2608	-10%
			1091	2182	1891	15%	2095	4%	1731	26%
			884	1768	2000	-12%	2489	-29%	2627	-33%
			15	30	27	11%	36	-17%	33	-9%
			86	172	228	-25%	246	-30%	275	-37%
			624	1248	1191	5%	1230	1%	1094	14%
			516	1032	830	24%	863	20%	849	22%
			28	56	58	-3%	86	-35%	117	-52%
			120	240	207	16%	289	-17%	271	-11%
			576.39	1152.78	2075.4	-44%	2194.5	-47%	1731.7	-33%
			0	0	12.5	-100%	259.5	-100%	359.5	-100%

Homeless Incidents	2021	2020
Code 40 (Normal)	29	15
Code 41 (Aggressive)	1	0

Elk Incidents	2021
Interaction:	1
Traffic Accidents:	0
Traffic Complaints:	0
Total:	1

The following is a graphic representation of statistics for **June 2021** using our **CityProject** membership (formerly [CrimeReports.com](https://www.CrimeReports.com)). The "Dots" represent a location of a call and if you would zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website, you can zoom in on each incident for more details.

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Property & Theft | <input checked="" type="checkbox"/> Disorder/Disturbance | <input checked="" type="checkbox"/> 911 or Other |
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Property Crime | <input checked="" type="checkbox"/> Disorder | <input checked="" type="checkbox"/> Community Events |
| <input checked="" type="checkbox"/> Assault with Deadly Weapon | <input checked="" type="checkbox"/> Breaking & Entering | <input checked="" type="checkbox"/> Disorder | <input checked="" type="checkbox"/> Community Policing |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Property Crime Commercial | <input checked="" type="checkbox"/> Drugs | <input checked="" type="checkbox"/> Proactive Policing |
| <input checked="" type="checkbox"/> Sexual Assault | <input checked="" type="checkbox"/> Property Crime Residential | <input checked="" type="checkbox"/> Drugs | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Other Property Crime | <input checked="" type="checkbox"/> Liquor | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Other Sexual Offense | <input checked="" type="checkbox"/> Theft | <input checked="" type="checkbox"/> Liquor | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Other Violent Offense | <input checked="" type="checkbox"/> Theft from Vehicle | <input checked="" type="checkbox"/> Quality of Life | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Homicide | <input checked="" type="checkbox"/> Theft of Vehicle | <input checked="" type="checkbox"/> Quality of Life | <input checked="" type="checkbox"/> Police Calls |
| <input checked="" type="checkbox"/> Kidnapping | <input checked="" type="checkbox"/> Other Theft | | |
| <input checked="" type="checkbox"/> Robbery | | | |



LEASE TERMINATION AGREEMENT

DATED: July 15, 2021

BETWEEN: ATLAS YOUNG’S BAY, LLC,
an Oregon limited liability company (“Landlord”)

AND: CITY OF WARRENTON,
an Oregon municipal corporation (“Tenant”)

Recitals:

A. Landlord, as successor to Portland Fixture Limited Partnership, an Oregon limited partnership, and Tenant are parties to a Ground Lease Agreement dated May 3, 1995 and Lease Modification Agreement dated July 7, 1995 (together with any other amendments, modifications, and extensions thereof, the “Lease”), pertaining to approximately 2,000 square feet of land within the Young’s Bay Shopping Center located at 145 South Highway 101 in Warrenton, Oregon (the “Premises”) on which Tenant constructed and has been operating a visitor information center in a small building constructed by Tenant (the “Visitor Center”). Pursuant to Section 25 of the Lease, Landlord has elected for the Visitor Center and any other structures and improvements to remain upon the Premises after the Termination Date, defined below.

B. Tenant no longer wishes to staff or operate the Visitor Center on the Premises and Landlord and Tenant desire to terminate the Lease in accordance with this Lease Termination Agreement (the “Agreement”).

Agreements:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Termination. The Lease shall terminate on July 15, 2021 (the “Termination Date”). On or before the Termination Date, Tenant shall vacate the Premises and deliver to Landlord exclusive possession of the Premises, together with the Visitor Center and any other structures and improvements located thereon, in good condition, reasonable wear and tear and damage by casualty or the elements excepted, and all such structures and improvements shall thereafter be the property of Landlord. Landlord agrees, understands, and hereby acknowledges that it is accepting the Visitor Center and any other structures and improvements “as is” and assume sole responsibility for maintenance, improvements, liability, and utilities for the Visitor Center and any other structures and improvements as of the Termination Date. On or before the Termination Date, Tenant shall also terminate and assist in the transfer to Landlord of all utility accounts in its name for the Premises and Visitor Center and shall pay all utility charges pertaining to those accounts. Landlord shall be responsible for opening new utility accounts in its own name for the Premises and Visitor Center following the Termination Date. Effective on the Termination Date, Landlord and Tenant shall each be released from all liability under the Lease except Landlord and Tenant are not released from: (a) any obligation that accrued but was unperformed on or prior to the Termination Date, (b) any insurance or indemnity obligation arising from or related to

any event or occurrence on or prior to the Termination Date, or (c) performance of their respective obligations under this Agreement.

2. No Assignment or Sublease. Tenant represents and warrants to Landlord that Tenant has not assigned the Lease or subleased any portion of the Premises.

3. Execution. The person executing this Agreement on behalf of Tenant represents and warrants that he or she has been duly authorized by Tenant to execute and deliver this Agreement. The person executing this Agreement on behalf of Landlord represents and warrants that he or she has been duly authorized by Landlord to execute and deliver this Agreement.

5. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recovery from the losing party reasonable attorneys' fees and costs of suit. The prevailing party shall be determined by the court (or arbitrators, if applicable) based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's or arbitrator's decision.

6. Successors. This Agreement shall be binding on and inure to the benefit of the parties and each of their respective successors and assigns

7. Counterparts; Electronic Signatures. This Agreement may be signed in multiple counterparts, all of which, when taken together, will constitute one and the same instrument. Execution and delivery of this Agreement by any electronic means, including use of an electronic signature program and delivery of copies of manual signatures by email, shall be sufficient to bind the parties hereto.

*(Remainder of Page Intentionally Left Blank;
Signature Page Follows)*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

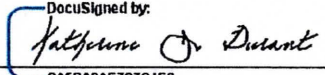
LANDLORD:

ATLAS YOUNG'S BAY, LLC
an Oregon limited liability company

By: Atlas Warrenton, LLC, its manager

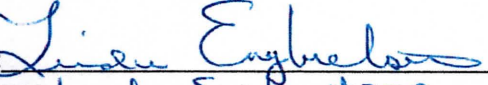
By: Atlas Investments, LLC, its manager

By: BV-Atlas, LLC, its manager

By: 
Katherine J. Durant, Co-Manager

TENANT:

CITY OF WARRENTON,
an Oregon municipal corporation

By: 
Name: Linda Engbretson
Title: City Manager

CITY OF WARRENTON MARINAS
HARBORMASTER REPORT JULY 2021
CITY OF WARRENTON MARINAS - REPORT 7/1/2020 - 6/30/2021

3.G

CITY OF WARRENTON MARINAS - REVENUE THROUGH JUNE 30, 2021							
WARRENTON				HAMMOND			
REVENUE	BUDGET	YTD	%	REVENUE	BUDGET	YTD	%
OSMB - MAP GRANT	\$ -	\$ 1,200.00	0%	OSMB - MAP GRANT	\$ -	\$ 2,830.88	0%
MOORAGE CREDITS				MOORAGE CREDITS	\$ -		
ANNUAL MOORAGE	\$ 270,000.00	\$ 255,174.34	95%	ANNUAL MOORAGE	\$ 75,000.00	\$ 93,558.00	125%
TRANSIENT DAILY	\$ 25,000.00	\$ 49,535.00	198%	TRANSIENT DAILY	\$ 10,000.00	\$ 16,075.00	161%
UTILITIES	\$ 55,000.00	\$ 48,708.54	89%	UTILITIES	\$ 1,000.00	\$ 1,075.74	108%
BOAT/DRY STORAGE	\$ 20,000.00	\$ 12,825.00	64%	BOAT STORAGE			
LAUNCH RAMP	\$ 30,000.00	\$ 26,810.00	89%	LAUNCH RAMP	\$ 60,000.00	\$ 94,090.00	157%
HOIST/SHOWER	\$ 15,000.00	\$ 25,762.50	172%	HOIST/SHOWER			
FUEL CHARGES				FUEL CHARGES			
MONTHLY MOORAGE	\$ 25,000.00	\$ 13,381.00	54%	MONTHLY MOORAGE	\$ 10,000.00	\$ 7,200.00	72%
FACILITIES FEE	\$ 45,000.00	\$ 39,350.00	87%	FACILITIES FEE	\$ 7,500.00	\$ 13,285.00	177%
PARKING	\$ 25,000.00	\$ 23,000.00	92%	PARKING	\$ 20,000.00	\$ 25,970.00	130%
PUMP OUT				PUMP OUT			
OVERNIGHT STAY	\$ 6,000.00	\$ 15,480.00	258%	OVERNIGHT STAY	\$ 25,000.00	\$ 62,320.00	249%
LIVEABOARD FEES	\$ 6,000.00	\$ 5,040.00	84%	LIVEABOARD FEES			
WORK SLIP	\$ 8,000.00	\$ 8,500.00	106%	WORK SLIP			
REPAIR CHARGES				REPAIR CHARGES			
PIER USE	\$ 4,000.00	\$ 51,838.97	1296%	PIER USE	\$	\$ 63.86	
FISHERMEN & FARMERS	\$ 1,000.00						
MISCELLANEOUS		\$ 2,971.10		MISCELLANEOUS	\$	\$ 3,514.68	
CRF GRANT		\$ 388.00			\$	\$ 389.00	
INTEREST EARNINGS	\$ 7,000.00	\$ 6,795.96	97%	INTEREST EARNINGS	\$ 12,000.00	\$ 8,227.81	69%
LEASE RECEIPTS	\$ 29,226.00	\$ 29,372.08	100%	LEASE RECEIPTS	\$ 12,901.00	\$ 13,416.88	104%
TOTAL REVENUES	\$ 571,226.00	\$ 616,132.49	108%	TOTALS	\$ 233,401.00	\$ 342,016.85	147%

BUOY 10 PREPERATION

In addition to routine preperation for Buoy 10 Fishery we have included the following:

- Purchased 26 Signs Related to Camping
- Purchased 12 No Campfire signs
- Ordered replacement and 6 additional Fee Use Area Signs with updated pricing
- Purchased 30 new 4'x4' sign posts for new sign placement
- Additional Seasonal help 2.5 Positions with a possible 3 Total

On Going Capital Improvements

- Warrenton Inner Basin Lighting - Should be completed before 8/1/2021
- Warrenton Work Pier - Waiting for esitmated costs per each of 3 Phases
- Warrenton E - Dock Pile Replacement - To be done with Pier Upgrade

Hammond Dredging - To be completed 11/1/2021 - 12/31/2021

Warrenton & Hammond Marinas

Preparing Job description & Advertisement for Marina Foreman



3-H

P.O. BOX 250 ■ WARRENTON, OR 97146-0250 ■ OFFICE: 503.861.2233 ■ FAX: 503.861.2351

July 27, 2021

Reser Family Foundation
Mid-Size Grant Program Proposal

The City of Warrenton is pleased to support Rural Development Initiatives' proposal for general operating funds through the Reser Family Foundation's Mid-Size Grant Program.

The City has worked with RDI for a number of years as we convened resident to determine community priorities and formed an active community group called Spruce Up Warrenton to take action on those consensus priorities. As a result of this work, the Spruce UP Warrenton group is fortunate to benefit from Small Community Initiative Grant from the Reser Family Foundation to provide funding for these efforts.

During this process, RDI provided valuable support at no cost to our community. Their work in small places across Oregon and the Pacific Northwest is invaluable technical assistance that expands the capacity of local governments, non-profits, and economic development agencies by adding needed expertise in rural-focused community development, convening, and moderating community meetings, and connecting rural places to sources of funding that otherwise would not be available in non-urban locations.

We appreciate your consideration of RDI's request for funding; your support will allow RDI to continue their important work in rural Oregon.

Sincerely,

Henry A. Balensifer, III
Mayor



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: July 27, 2021
SUBJ: Purchase Orders

SUMMARY

One of the Commission goals is to address critical staffing. As part of that conversation, staff has been looking at processes and discussing improvements to create efficiencies.

The City's admin policies have required the completion of a purchase order for any purchase of materials over \$500. This has remained constant since the 1990's. The purchase order process is important to make sure we get the best price for our citizens, requiring three quotes (when possible, and documenting why, if not obtained, i.e., sole source) for each purchase. However, it becomes inefficient when using staff time to process budgeted materials with the \$500 threshold. The purchase order process involves the requesting department to fill out the purchase order, then to finance for the requisition process, then to the City Manager for review and approval, then back to finance for issuance, then back to the requesting department to provide to the vendor with the purchase, then back to finance for processing with the invoice. Last year we did 70 purchase orders (not including contract PO's) with 44 of those being between \$500 and \$2,500. It would be a significant time savings if we raise the limit to \$2500. We would still require staff to explore best price, but without the burden of preparing a PO.

Finance Director April Clark reached out to GFOA members and received a variety of answers from "we don't do po's," all the way up to \$44,000. Many responses were \$1,000, \$2,500, and \$5,000.

The City's petty cash limit has also been set at a limit of \$25 since the 90's. This requires a check to be issued for any amount over \$25 and creates delays to take care of minor purchases.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize staff to amend the City's administrative policies to require Purchase Orders for purchases over \$2,500 and increase petty cash to \$100."

ALTERNATIVE

Other action as deemed appropriate by the City Commission.

FISCAL IMPACT

Significant reduction of staff time across all departments.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Richard Stelzig, Public Works Director
DATE: July 27th, 2021
SUBJ: Main Avenue Safe Routes to School/9th Street Curb Ramp – Professional Service Contract.

SUMMARY

Public Works requested a scope of service proposal from OTAK for the completed design and construction oversight and management for the Main Avenue Safe Routes to School and 9th Street Curb Ramp Improvements project. The design process will incorporate base mapping and design work from AM Engineering for the southwest and northwest curb improvement into a composite project base map and design. Attached is the detailed proposal submitted by OTAK and a professional service contract for a total estimated fee of \$138,959.04.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

“I move to approve awarding the professional service contract for the Main Avenue Safe Routes to School and 9th Street Curb Ramp Improvements project to OTAK for \$138,959.04.

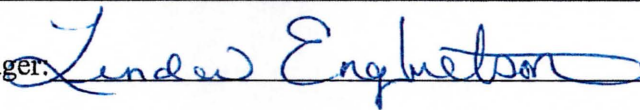
ALTERNATIVE

- 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 Capital Improvement Program and is funded from the State Tax Street Fund.

Approved by City Manager:

A handwritten signature in blue ink, reading "Zander Engelson", is 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 27th day of July 2021, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and OTAK, 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 civil engineering 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 time and materials price of \$138,959.04 for performance of design and construction management for the Main Avenue Safe Routes to School and 9th Street Curb Ramp Improvement project;

B. The CONSULTANT will submit a final invoice referencing 040-431-620014 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 Linda Engbretson, 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 Balensifer III, Mayor Date

By: _____
Printed Name: _____ Date
Title: _____

Attest:

City Recorder, Dawne Shaw Date

Warrenton Main Avenue Safe Routes to School Project

Otak Scope of Services

This is Otak's Scope of Services to complete design and construction oversight and management for the Main Avenue Safe Routes to School and 9th Street Curb Ramp Improvements project. This will take the conceptual design that was completed for the Two Safe Pedestrian Routes study, as well as the Safe Routes to School grant, to construction drawings and through construction and close-out.

The design process will incorporate base mapping and design work from AM Engineering for the southwest and northwest curb returns improvement into a composite project base map and design.

Design will use the following as guidance and standards:

- Warrenton City Public Works Standards including streets, walkways and drainage
- ODOT Design Manual including ADA design requirements
- ODOT's Bicycle and Pedestrian Design Guide
- ODOT's Blueprint for Urban Design
- Oregon Standard Specifications for Construction (2021 Edition).

Task 1. Project Management

- **Project Administration:** Consultant shall provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule and contractual obligations required to perform the task identified. The Project Administration Plan shall be updated as requested, but not more often than biweekly.
- **Coordination Meetings:** Consultant shall initiate the project kickoff meeting. Consultant shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, and discuss the schedule of the project. At the kickoff meeting, a schedule of regular coordination meetings with the project team will be developed. Up to six (6) coordination meetings are planned beyond the kickoff meeting, in Warrenton. Up to two consultant staff are to be present, including the project manager. This does not include contractor coordination meetings during construction. Up to two (2) of these coordination meetings will coincide with a City Commission meeting for the Project Manager to present an update to the Commission.
- **Project Schedule:** Consultant shall monitor and maintain a project schedule. Schedule updates will be provided on a monthly basis with invoices and progress reports.

Task 2 – Community Involvement

- **Interactive Project Information Site:** Consultant shall coordinate with the City to develop an online project GIS StoryMap or other ArcGIS Online platform to provide ongoing design and images on the project, with some callouts, photos and a mechanism to collect comments. This is envisioned to be similar to the Two Safe Pedestrian Routes virtual open house.
- **Visualizations:** Visualizations (up to two) showing the walkway, enhanced pedestrian crossing (with RRFB), perhaps the parking lot/driveway modification/access management around SW 10th PI in front of the lumber company.
- **Presentations / Open Houses:** Consultant shall organize and facilitate up to four (4) in-person events or presentations. These can include presentations to the City Commission, Planning Commission, School/PTA, etc. Up to two (2) consultant staff will attend each. Additionally, one project open house will be scheduled at a time determined by the project team. Up to three (3) consultant staff will be present.



Assumptions

- Presentations / Open Houses will be conducted in person except GIS storyboard which will be virtually available
- Presentations are 1 hour in length
- The Consultant will coordinate and schedule presentations
- The City will arrange the Open House
- The Open House is up to 3 hours in length

Deliverables

- One (1) PowerPoint presentation for public presentations
- Up to five large prints or poster boards of designs and graphics including visualizations
- Notes from presentations to community groups
- Summary memo of comments and input received through Interactive Information Site and Open House

Task 3 – Base Mapping, Survey and Data Collection

The previous conceptual design work was completed with information on surface features and grades. Final design work will need detailed topographical survey of surface features as well as underground utilities. This work includes establishing survey control that can be used to incorporate the previous intersection design work (and any base mapping that was completed for that process) and the upcoming SRTS design. Horizontal datum will be on NAD 83 (2011) Oregon North Zone while the vertical datum will be on NAVD 88.

The survey will provide topographic surveying and mapping of constructed and natural features. Work includes merging prior base-mapping for the intersection project into a new base map for the Safe Routes to School project to create a final design-level ground survey with utility locations. Tasks will include:

- Obtain and merge previously-developed surveys and base maps into this project's base mapping
- Establish survey control. Horizontal datum shall be on NAD 83 (2011) Oregon North Zone, and vertical datum shall be on NAVD 88
- Contact Oregon Utility Notification Center to request utility locates and request maps
- Provide topographic surveying and mapping of constructed and natural features. Topographic features include, but are not limited to, roadway including curbs, sidewalks, driveways, buildings, structures, striping, utilities, fences, trees 6" diameter breast height and larger, signs, rim/invert elevations and pipe sizes of inlets and manholes, ground shots, break lines and overhead power lines connecting to houses/buildings.
- Along S. Main Avenue (Hwy 104) from centerline to the westerly right-of-way between SW 9th Street to SW 11th Street.
- Intersection of SW 9th Street and SW 11th Street.
- 25 feet beyond proposed design along side streets.
- Perform survey research
- Recover/tie survey monuments in project area to address the requirements of ORS 209.150
- Project management and coordination
- Perform quality control and reviews
- Consultant shall submit a list of information to be collected and provided by the City, ODOT or others. This includes existing and future traffic and pedestrian volumes for design purposes.
- The provided information shall be reviewed by the Consultant to determine if it is sufficient for completion of the project design. If the information is not sufficient, the Consultant shall suggest alternatives.
- Obtain Pacific Power's power utility information include potential power source for the RRFBs.
- To assist with drainage design at the SW 10th Place/Main Avenue intersection, subconsultant Shannon and Wilson conduct one geotechnical test boring near the Main Avenue/ SW 10th Place including traffic

control (work will not affect Main Avenue traffic) at high tide. Conduct index laboratory testing consisting of one Atterberg Limits and gradation. Obtain one water level reading at time of drilling.

- To assist with design of drainage conveyance, perform research of USDA soil survey and geology. Provide memo of the research and boring log to provide opinion on drainage characteristics of the subsurface soil.

Assumptions

- Previously planned improvements at SW 9th Street and Main Avenue have been deferred and are planned to be included in the Safe Routes to School project.
- Record of Survey will be performed concurrent with final design and additional rights-of-way/easements that will need to be acquired for the Safe Routes to School project.
- No potholing will be needed to establish underground utility information.
- Landscape will be "replace in kind" including restoration.
- Street light luminaire upgrades to LED will be by separate work order with PacifiCorp and not part of these design/construction plans.
- There is no history of use or storage of hazardous materials in the project vicinity. If any is discovered, a contract amendment to develop a hazmat response and abatement plan will be required.

Deliverables

- 2018 Civil 3D drawing and digital terrain model
- data collection memo
- geotechnical/soil condition and testing memo

Task 4: Preliminary Design and Design Acceptance

The conceptual design is roughly a 15-20% level design. This task will blend the intersection and conceptual SRTS design into one design package. Otak will closely coordinate with the City and ODOT Region 2 for design parameters and decisions including sheet size, CAD templates, design review processes and other elements to move forward with design. At approximately the 30% design stage, the design studies, comments, and analysis will be packaged into a Design Acceptance Package (DAP) for City and ODOT approval to move into advanced and final design.

During this task, design studies will include developing an access management concept for the lumber yard plus other locations where vehicle parking, mailboxes and other activities may encroach on the planned walkways. Also included will be design options for the SETD bus stops at SW 9th Street.

Community engagement (Task 2) could begin during this preliminary design phase to give the community, school district, SETD, ODOT and City Commission an opportunity to review and weigh in on the preliminary design proposal(s).

Preliminary design at the 30% stage will primarily consist of locating the main features of the project, identifying potential impacts, rights-of-way and easements needed, and providing design study information in a plan form to inform design decisions. Underground features will be located and called out on the preliminary design plans. An assessment is included as to whether the power source for the RRFBs will be electrical or solar.

Components of Preliminary Design include:

- Civil/walkway and stormwater/drainage design
- Curb ramp/ADA plans/ramp details (DAP level design)
- Erosion control measures
- Landscape and restoration plans

- Traffic engineering, including signing, striping and wayfinding plans; and Rapid Rectangular Flashing beacon plans.

An access management strategy and conceptual design will be included in the DAP package. Up to two (2) alternatives will be developed for City and ODOT review, and for input from adjacent, affected stakeholder(s).

A 30%-level programming estimate will be prepared to support DAP.

Task 5 – Advanced and Final Design

Once the preliminary design is completed and the DAP has been approved, Otak will advance the design into the next milestone – 60% and 90% design milestones for technical reviews, 100% for final checks, and then final construction plans, specifications and estimates for bidding. Each milestone includes design reviews by the City and ODOT Region 2.

Specifications and special provisions will be developed at the 60% stage.

Up to 20 sheets are anticipated in the design package. Below assumes 22x34 size. They are:

Description (Number of sheets)

COVER, NOTES AND DETAIL SHEETS (TOTAL 8)

- Cover sheet/Vicinity Map (1)
- Sheet index, list of standard drawings (1)
- City, ODOT Standard Drawings/Details (2)
- RRFB ODOT Standard Drawings/Details (up to 2, 1-sided, 2-sided)
- Signing, striping, markings standard drawings/details (1)
- ODOT standard work zone traffic control details (1)

DESIGN SHEETS (TOTAL 13)

- Typicals/Details – Roadway (1)
- Details – ODOT-Style ADA Pedestrian Ramps (4)
- Civil Plans/ Demo/Grading (1)
- Stormwater/ drainage/swales (1)
- Erosion Control (1)
- Landscape/roadside development/restoration (1)
- Signing, striping, RRFB placement & schedule (2)
- Work Zone Traffic Control (up to 2)

A presentation to the City Commission of the advanced design package can be included at this point (Task 2).

Estimates will be prepared at the 60% and PS&E stages.

Deliverables:

- 60% design package for review
- Response to agency comments within one week of receipt
- 90% design package for review
- Response to agency comments within one week of receipt

- One design review meeting, in-person
- 100% check set for final review
- PS&E package for bidding.

Task 6 – Bid Support

Consultant will provide bidding and negotiation support as follows:

- Assist City with bid item list using City provided boilerplate documents
- Respond to bidder questions
- Assist with evaluation of bids
- Attend pre-bid meeting
- In conjunction with City, determine lowest responsible and responsive bidder.

Task 7 – Construction Support and Management

Consultant will provide construction support and inspection services during the construction of the project. Construction is expected to last 2-3 months, depending on contractor backlog and priorities with other projects. Inspection will not need to be full-time, but at least once a week. Inspections for ADA and foundations, plus drainage, will be coordinated with contractor work on those components and pouring of concrete at the ramps.

The services to be provided are as follows:

- Attend pre-construction meeting per bid package.
- Review and respond to Contractor RFIs, Submittals, and change order requests (Assume: up to five RFIs at 1 hour per; up to 5 submittals at 2 hours per; up to one VE or change order request at 5 hours).
- Facilitate regular contractor coordination meetings (up to 15 on-site attended by project or construction manager plus lead inspector).
- Provide up to three (3) project progress updates to community groups or organizations, including City Commission. (Up to 1-hour presentation plus prep and travel time, assume project manager or construction manager will do the presentation).
- Conduct construction inspections, including use of an ODOT-certified foundation and ADA construction inspector.
- Prevailing wage and Davis-Bacon reviews and documentation.
- Pay request reviews and recommendation for payment to City.
- Oversight and administration of any Buy American requirements.
- Substantial completion walk-through and punch list.
- Final site visit at completion of project for written recommendation for final payment.
- Work with City on close-out.
- Using contractor redlines, deliver as constructed drawing set.

Schedule

Approximate task schedule is attached, assuming Notice to Proceed in July 2021. Design will be completed to allow for an early (winter) 2022 bid, with award in March 2022, construction to begin in April 2022 with substantial completion in or before July 2022.

Preliminary Timeline

	June - July 2021	Summer 2021	Fall 2021	Winter 2021 - 2022	Spring 2022	Summer 2022	September 2022	Comments
Kickoff, Organize, Coordinate	Key Milestones/Deliverables							Assume kickoff in June. Assemble project design coordination team & schedule coordination meetings.
Regular Coordination Meetings		Main Tasks	Main Tasks		Main Tasks		Main Tasks	Regular meetings; frequency to be determined at kickoff meeting, timed with design review milestones, City, ODOT, and School District.
Topographical and Utilities Mapping	Key Milestones/Deliverables							Surveying, utilities mapping, base map for design.
Advance to 60% Design	Main Tasks	Main Tasks	Key Milestones/Deliverables					Design decisions; reviews by City, ODOT, other stakeholders. Advance to 60% design & estimate.
Advance to 90% Design			Main Tasks	Key Milestones/Deliverables				Advance to 90% review set; coordination with extension project to the south (if funded). Construction bidding & bid support/ RFIs.
Final Design and Construction Drawings				Key Milestones/Deliverables				Advance to PS&E; coordination with extension project to the south (if funded). Preparation for construction bidding.
Easements and Permits			Main Tasks	Main Tasks	Key Milestones/Deliverables			Right-of-way and construction easements (as needed); local & state (ODOT, DEQ) permits/ approvals. NEPA documentation (likely exempt).
Community and Commission Outreach	Main Tasks		Main Tasks		Main Tasks		Main Tasks	Community meetings; School District, SETD, Parks, Planning Commission & City Commission updates; preparation for opening.
Bid Documents and Bidding				Main Tasks	Key Milestones/Deliverables			Assist City in bid advertisement, response to RFIs. Bid award, contractor coordination, construction and critical path scheduling.
Construction and Close Out					Main Tasks	Main Tasks	Key Milestones/Deliverables	Ribbon cutting prior to start of 2022-2023 school year

Warrenton Grade School/Main Ave Safe Pedestrian Walkway Project
 Fee Estimate
 Otak Project 019996.000



Task	Description	Design QA/QC	PM	Water QA/QC	Design QA/QC	Lead Designer	CAD Technician	Utility & Local Coord	PI Coord	Landscape/Restoration	Visualizations	Specialist-Planner	Survey QA/QC	Survey Lead
		Dreher Sr. PIC/Sr. PM Civil	Green Civil Engineer VIII	Canlon Civil Engineer VIII	Ayers Civil Engineer VII	Gottlob Civil Engineer III	Bornshour CAD Technician	Forrester Engineering Tech V	Allgood Sr. PM - Planner II	Haynos Landscape Architect V	Knuse Landscape Architect IV	Jones GIS Specialist - Planner	Yamashita PIC/PLS Sr. Manager	Tsol PLS V
1.0	Task 1: Project Management													
1.1	Project administration/involving		16											
1.2	Kickoff/Coordination meetings	4	32					8						
1.3	Project schedule		12											
2.0	Task 2: Community Involvement													
2.1	Interactive Public Project Page (ArcGIS StoryMap or other ArcGIS Online platform)		4						4			40		
2.2	Visualizations/Graphics		4			2	2		4	4	24			
2.3	Presentations/open houses		20					8	16					
3.0	Task 3: Base Mapping, Survey, and Data Collection & Geotechnical Engineering													
3.1	Survey and base mapping												1	16
3.2	Existing and future conditions data		2											2
3.3	Geotechnical Engineering													
4.0	Task 4: Preliminary Design and Design Acceptance													
4.1	30% Design including Access Management	1	6	2	2	18	8	4		6				
4.2	Design Acceptance package	1	4	1	2	8	4	2		4				
4.3	Basis of Design memos	1	2	1		2		2		2				
5.0	Task 5: Advanced and Final Design													
5.1	80% design package	1	6	2	2	28	12	2		8				
5.2	90% design package	1	6	2	2	16	10	4		6				
5.3	Final design and bid package	1	6	2	2	10	10	4		4				
5.4	Design documentation		6		1	4	2	2		2				
6.0	Task 6: Bid Support		2			6				2				
7.0	Task 7: Construction Support and Management													
7.1	Construction administration/ coordination		12					12						
7.2	Construction Inspection		4					30						
7.3	Design services/RFIs/Submittals		4			8		2		6				
7.4	Completion and close-out, as-builts		4		2	6	2	2		6				
	Total Hours	10	152	10	13	108	50	84	24	50	24	40	1	18
	Current Billing Rate	\$282.00	\$171.00	\$171.00	\$156.00	\$112.00	\$122.00	\$118.00	\$181.00	\$139.00	\$127.00	\$109.00	\$239.00	\$193.00
	Annualized Billing Rate	\$286.94	\$173.99	\$173.99	\$158.73	\$113.96	\$124.14	\$120.07	\$184.17	\$141.43	\$129.22	\$110.91	\$243.18	\$196.38
	Total Labor Cost	\$2,869.35	\$26,446.66	\$1,739.93	\$2,063.49	\$12,307.68	\$6,206.75	\$10,085.46	\$4,420.02	\$7,071.63	\$3,101.34	\$4,436.30	\$243.18	\$3,534.80
	Otak Direct Expenses													
	Shannon & Wilson Direct Expenses													
	Subconsultant Administration													
	Project Total													



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, City Recorder

DATE: July 27, 2021

SUBJ: Residential Zone Vacation Rental Updates

SUMMARY

At its July 27, 2021, meeting, the City Commission reviewed the status of the vacation rental at 1564 SE Honeysuckle Loop, owned by Marissa Lauren. Due to numerous complaints and violations, the Commission voted by unanimous decision to begin the revocation process. Resolution No. 2610 has been prepared to amend Exhibit A of Resolution No. 2588, which lists the approved residential zone vacation rentals. Two other grandfathered properties have sold and have also been removed from Exhibit A, as the grandfather status/permit does not carry over with transfer of legal property ownership, as stated in Resolution No. 2588.

RECOMMENDATION/SUGGESTED MOTION

I move to approve Resolution No. 2610, Amending Resolution No. 2588, Exhibit A; Approved Residential Zone Vacation Rentals.

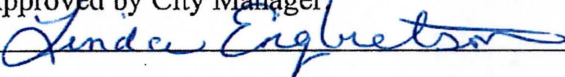
ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:

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

RESOLUTION NO. 2610
Introduced by All Commissioners

**AMENDING RESOLUTION NO. 2588, EXHIBIT A; APPROVED
RESIDENTIAL ZONE VACATION RENTALS**

WHEREAS, on February 8, 2021, the City Commission adopted Resolution No. 2588, Formally Declaring the End to the Grandfathering of Vacation Rentals in Residential Zones; and

WHEREAS, Exhibit A of Resolution No. 2588 listed the approved residential zone vacation rentals; and

WHEREAS, on July 13, 2021, the City Commission by unanimous decision, voted to initiate the revocation process for the vacation rental at 1564 SE Honeysuckle Loop, owned by Marissa Lauren, and to revise the property's grandfathered status; and

WHEREAS, two additional grandfathered properties have sold, therefore have been removed from Exhibit A.

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

Section 1: Resolution No. 2588 is amended by repealing Exhibit A, Approved Residential Zone Vacation Rentals.

Section 2: The attached exhibit of Approved Residential Zone Vacation Rentals is adopted as Exhibit A of Resolution No. 2588.

Section 3: This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 27th day of July 2021.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, City Recorder

EXHIBIT A

Approved Residential Zone Vacation Rentals – July 27, 2021

1. 580 Russell Place, Hammond- Ming
2. 1127 Fifth Ave., Hammond - Bernard
3. 1601S. Main Ave., Warrenton - Davis
4. 642 5th Ave., Hammond - Walk
5. 515-535 Russell Dr., Hammond - Holmberg/Vorobik
6. 1149 SE 2nd St., Warrenton - Kreipe
7. 868 Fifth Ave., Hammond - Lauren
8. 809 Pacific Ave., Hammond -Arnall

City of Warrenton Board Recommendation

July 7, 2021
Marinas Advisory Committee

Summary:

The Committee unanimously recommends the City pursue the pier concept 1 for the Seafarer's Park fishing pier.

Fiscal Impact (if any/known):

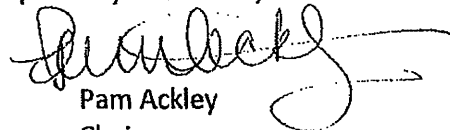
This project is already in the Commission's Capital Improvement Plan. As a result, we defer the costs to the City Commission, but feel with the right partners the \$1.9m plan as proposed seems appropriate considering the cost figures provided.

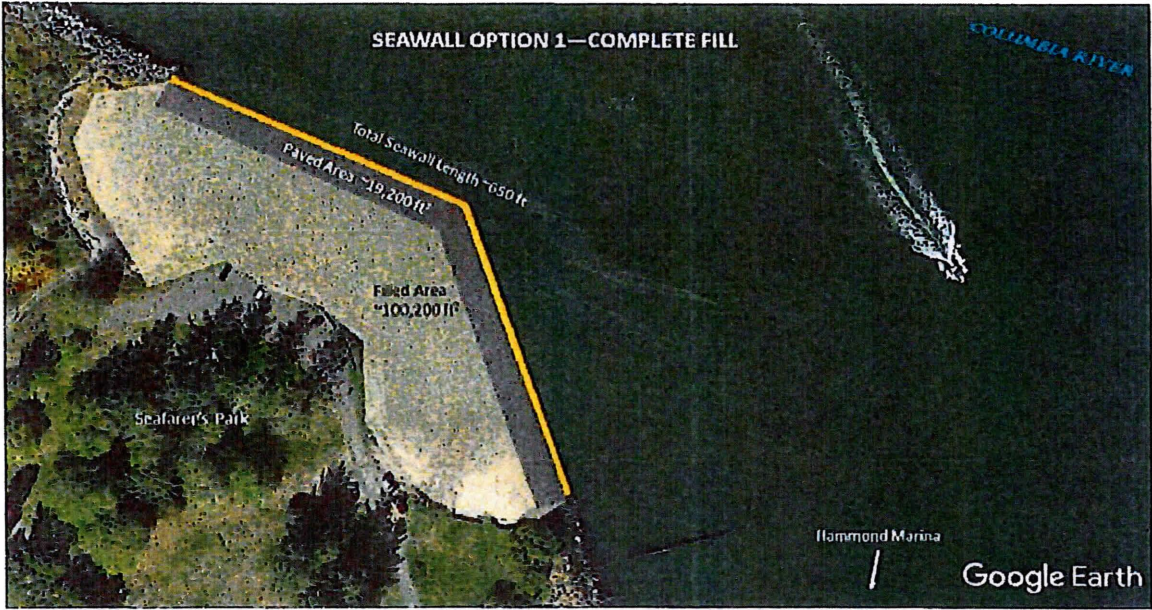
RECOMMENDATION(S):

(Recommendation Unanimous) To support moving forward to engineer, permit and build Seawall option 1 (ADA fishing/crabbing pier) for the Hammond Marina.

The construction of this fishing pier/seawall would stabilize erosion in that area preserving the park for the future, as well as provide much needed access to fishing and crabbing for all residents, as it would be built from the ground up with ADA accessibility in mind for the entire pier.

Respectfully Submitted,


Pam Ackley
Chair



Dawne Shaw

From: Pam Ackley <pamackley@windermere.com>
Sent: Wednesday, July 7, 2021 8:11 PM
To: Dawne Shaw
Subject: Marins'a Advisory Committee recommendation
Attachments: Advisory Committee Recommendation_Pier.pdf

Regarding the Pier at Seafarers Park recommendation:

Attached find the recommendation to present to the Commission on 6/13

The special meeting on 7/6/2021 resulted in a unanimous vote for rates to remain the same as approved in the ordinance due to the fairness to all user groups some of which have only water and no power or security gates as do docks A&B. Making concessions for one user group would likely raise issues with other user groups with less services.



Pam Ackley, Broker
Oregon Licensed Realtor
ASP, CRS, GRI, SFR



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