



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
November 24, 2020 – 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 – 10.27.20
- B. City Commission Meeting Minutes – 11.10.20
- C. Police Department Monthly Statistics – October 2020
- D. Community Center Advisory Board Annual Meeting Minutes – 2.21.20
- E. Community Center Advisory Board Regular Meeting Minutes – 2.21.20
- F. Community Center Advisory Board Regular Meeting Minutes – 10.28.20
- G. Community Center Annual Report – FY 19/20
- H. Monthly Finance Report – October 2020

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 Engineering Services Agreement - A.M. Engineering

8. **DISCUSSION ITEMS** – None

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

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 27, 2020
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

Commissioners Present: Mayor Balensifer, Tom Dyer, Mark Baldwin, and Rick Newton (via Zoom)

Excused: Pam Ackley

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, Harbormaster Jane Sweet, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Special Meeting Minutes – 10.05.20
- B. City Commission Meeting Minutes – 10.13.20
- C. Parks Advisory Board Meeting Minutes – 6.08.20
- D. Parks Advisory Board Meeting Minutes – 7.23.20
- E. Parks Advisory Board Meeting Minutes – 8.10.20
- F. Warrenton Community Library Quarterly Report – Sept. 2020
- G. Police Department Monthly Statistics – Sept. 2020
- H. Fire Department Activity Report – Sept. 2020
- I. Monthly Finance Report – Sept. 2020

Mayor Balensifer noted a discrepancy in the June 8 Parks Board minutes, which stated City Manager requested the smoking ban in parks, when in fact it was a constituent request. He also noted Jim Dutcher has submitted his letter of resignation from the Parks Board. He stated he spoke with Mr. Dutcher and he has agreed to stay on until we find a replacement for him. Mayor Balensifer requested the commission reject his letter of resignation and amend the conditions of his term to be until such time as we find a replacement. He noted in the monthly police report that crime seems to be on the decline. Chief Workman confirmed this has not been a normal summer. Commissioner Newton stated he found it interesting there was an average of 5 volunteer firefighters reporting to fires, and noted it is an increase and indicates a positive sign.

Commissioner Dyer made the motion to approve the consent calendar with the Parks Board resignation amendment and the correction on the smoking ban in the Parks Board minutes. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer - aye

PUBLIC COMMENT –

Florence Snyder voiced her frustration with working the Building Department on permitting issues and stated she needs a resolution, or she will have to take it to court. She explained the situation and asked what the commission is going to do. After brief discussion Ms. Engbretson stated she will work with the Building Official to see if they can get things resolved tomorrow – if not she will refer it to the state.

PUBLIC HEARING – None

BUSINESS ITEMS

Public Works Director Collin Stelzig noted USACE Levee Safety Manager, Shane Cline and USACE District Floodplain Manager, Paul Sclafani in attendance (via Zoom). Mr. Sclafani explained the purposed of the 8th Street Dam study was to take the model and study that was done by Tetra Tech and look at conditions and scenarios; one scenario with the tide gates in place - as they were, and then compare that with the alternate scenario for when the tide gates were removed. He noted they did not have gauge data for the Skipanon River itself; they had to use adjacent water shed data. The study looked at 45 different scenarios. He continued to explain the results and tables as outlined in the report. He stated the difference in elevation with the tide gates in place, and with the tide gates removed, is small for the 100-year flow. When you have a bigger flood event, the benefits of the tide gates become less significant, and the effects of the gates are lower as you move upstream. Mayor Balensifer clarified, stating that basically when you have a higher volume of water to deal with, the benefits of the tide gate become very minimal and less significant compared to low tide. Mr. Sclafani concurred. It was noted upstream has lower risk and results with the tide gates off; most of the homes are up out of the 100-year elevation, the further upstream you are. Mr. Sclafani continued to review the study data. Mayor Balensifer asked if the Tetra Tech model is good and reliable – Mr. Sclafani confirmed it is a good model; the data is good. He suggested monitoring the erosion over time. Mr. Sclafani noted the model did not take commercial development and nonpermeable surfaces above the 8th Street Dam into account. Discussion continued on the water shed and large rainfall events. It was noted that with extreme events or 100 year events, the structure with the tide gates in place, does not provide more protection than if there were no tide gates; but with the smaller and medium events, it does provide clear benefits. Discussion followed. Mr. Sclafani stated the model was done with the original tide gates with fish cutouts – not the fish friendly design that is now required. Brief discussion continued on erosion. Commissioner Newton stated he talked to people who live upstream and there were mixed opinions. Commissioner Dyer stated years ago they used to dredge down to 36 feet; it is a different river than it was. Mayor Balensifer stated that rainfall seems to be the aggravating event, and the rain is getting worse. Brief discussion followed; Mayor Balensifer noted a rainfall model would be beneficial to look at.

Police Chief Workman presented Ordinance No. 1245 for its first reading. This ordinance amends WMC to include leash laws and dog control, as previously discussed at the October 13

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City Commission meeting. He noted the changes made based on that discussion; dogs should be on leash on the trails, unless they are working or hunting; and also be on leash anywhere in city parks and facilities, unless they are training, or playing ball/frisbee. Chief Workman noted this does not preclude you walking in your neighborhood and using voice control. It was noted this change does not include beaches. Mayor Balensifer noted for the record that parks and facilities are considered different than the trail system, and that trails are not considered a place where you are going to be playing frisbee. Chief Workman added that even in areas where dogs are not required to be on a leash, you must carry a leash.

Commissioner Dyer made the motion to conduct the first reading, of Ordinance No. 1245; an Ordinance Amending Chapter 6.04 “Dog Control” of the Warrenton Municipal Code and Adding a New Provisions Related to Physical Control.

Chief Workman noted the motion should be “by title only.”

Commission Dyer rescinded his motion, and motioned to conduct the first reading, by title only, of Ordinance No. 1245. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1245; An Ordinance Amending Chapter 6.04 “Dog Control” of the Warrenton Municipal Code and Adding a New Provisions Related to Physical Control.

Public Work Operation Manager Kyle Sharpsteen discussed a 2007 Peterbuilt 320 that has been decommissioned and stated they would like to declare it as surplus.

Commissioner Dyer made the motion to declare the listed 2007 Peterbuilt 320 as surplus and disposed of according to current administrative policies. Motion was seconded and passed unanimously.

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

Harbormaster Jane Sweet discussed a request from Bergerson Construction to allow dredging at the Hammond Marina beyond the permitted construction noise hours of 7:00 a.m. – 6:00 p.m. The extension of dredging hours will allow for maximum materials to be removed per each dredge season. Ms. Sweet stated they do not anticipate the noise to disrupt neighbors. It was noted the city will can put something on Facebook and the city website to notify of lights and possible noise from the dredging. They will start dredging on Sunday.

Commissioner Baldwin made the motion to authorize a construction noise variance to allow around the clock dredging starting on November 1, 2020 – December 31, 2020 and again for the dredge season November 1, 2021 – December 31, 2021. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Ms. Engbretson noted for the record the submitted (by email) public comment from Kathleen Hudson. Mayor Balensifer read the public comment which requests a ban on smoking in the area behind the St. Francis de Sales Mission Church in Hammond.

Commissioner Newton noted the CREST report which he distributed to the commission; he noted an interesting item on dredge spoils. He also reminded that as a member of CREST, we have access to their drone.

At 7:12 p.m. Mayor Balensifer announced they will now meet in executive session under authority of ORS 192.660(2)(h); *to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.* He stated the Commission is not expected to return to regular session to take action on any item considered in the executive session.

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:42 p.m.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

MINUTES
 Warrenton City Commission
 November 10, 2020
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

Commissioners Present: Mayor Balensifer, Tom Dyer, Mark Baldwin, Pam Ackley (via Zoom), and Rick Newton (arrived at 6:11)

Staff Present: City Manager Linda Engbretson, Police Chief Mathew Workman, Community Development Director Scott Hess, and City Recorder Dawne Shaw

Mayor Balensifer requested to add items to the agenda and to move them to the front of the business items; item 7C - Port of Astoria resolution; and item 7D – ODOT presentation on Perkins Lane. There were no objections.

CONSENT CALENDAR

A. City Commission Work Session Minutes – 10.13.20

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

Newton – absent; Balensifer – aye; Baldwin – aye; Dyer – aye; Ackley - aye

COMMISSIONER REPORTS - None

PUBLIC COMMENT – Tony Faletti discussed public safety issues – lack of adequate lighting at the library parking lot and lumber trucks blocking entrances to the fire department parking lot. Mayor Balensifer asked City Manager Linda Engbretson about parking enforcement on Main. Chief Workman addressed the matter and noted the trucks occasionally park there to run into the mini mart. He noted it is a safety hazard and they will make contact with the drivers. Mayor Balensifer asked staff to send a letter to the lumber companies to remind them not to park there.

PUBLIC HEARING – None

BUSINESS ITEMS

City Manager Linda Engbretson discussed the Port of Astoria's request regarding deer on airport property, and presented a resolution allowing discharge of firearms and culling of deer within

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city limits (Commissioner Newton arrived at 6:11 p.m.) Ms. Engbretson stated legal counsel suggested we also update our municipal code if this will be a permanent policy. Port of Astoria Airport Manager, Gary Kobes stated they have 10 kill permits from ODFW and can get additional permits, if needed. He discussed the issues that deer on runways present, noting it is very dangerous to aircraft. He stated the hunts will be at night, and they will coordinate with Chief Workman. Chief Workman discussed further and suggested signage at ends of dike trails notifying people of night hunting. Mayor Balensifer suggested closing the dike trails for that time period, with notification signs. After further discussion the resolution will be amended to add a second Now Therefore, stating “the City Commission authorizes the Police Chief to close the trail system near the Astoria/Warrenton airport as seen prudent, prior to the activities, and that adequate signage will be posted for the safety of pedestrians.”

Commissioner Baldwin made the motion to accept the amendment to Resolution No. 2578. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Ackley – aye

Commissioner Newton made the motion to adopt Resolution No. 2578 as amended. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Ackley – aye

ODOT Region 2 Area Manager, Tony Snyder discussed the safety project at the Perkins Lane/Hwy 101 intersection. He discussed the reasoning for this project and noted accidents in the past. Mr. Snyder explained that if the money is not used for this specific project, the safety program cannot allocate the money to another intersection in Clatsop County; it would be allocated elsewhere in the region. Commissioner Dyer discussed the north end of Dolphin that is closed off. Mr. Snyder noted ODOT is very hesitant to add another access to 101. After brief discussion there were no objections to the project.

Police Chief Workman presented Ordinance No. 1245 for its second reading and adoption.

Commissioner Ackley made the motion to conduct the second reading, by title only, of Ordinance No. 1245. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Ackley - aye

Mayor Balensifer conducted the second reading, by title only, of Ordinance No. 1245; An Ordinance Amending Chapter 6.04 “Dog Control” of the Warrenton Municipal Code and Adding New Provisions Related to Physical Control.

Commissioner Newton made the motion to adopt Ordinance No. 1245. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Ackley - aye

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City Manager Linda Engbretson discussed her vacation request beginning December 21, noting she will be back in the office December 29. She noted December 22 is a commission meeting date; Chief Workman can attend the meeting in her absence. After brief discussion there were no objections to approve city manager's vacation request.

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Mayor Balensifer congratulated City Commissioner Elect Gerald Poe and introduced new Community Development Director Scott Hess. Mr. Hass gave a few comments.

Commissioner Ackley offered congratulations to Mr. Poe.

Commissioner Newton stated he attended the Fire Department/Library event this past weekend. He noted he also attended the Parks Advisory Board meeting and gave them a well-deserved "atta boy." He also noted the Spruce Up Warrenton Trunk or Treat event success, briefly discussed the failure to appear rate, and congratulated to Mr. Poe.

Commissioner Dyer congratulated Mr. Poe, noting he will be a welcome addition. He stated he is glad the entire election process is over, so we can start getting back to as normal as we can.

Commissioner Baldwin congratulated Mr. Poe, noting he is looking forward to working with him.

Ms. Engbretson noted city offices closed are tomorrow in observance of Veterans Day.

Mayor Balensifer discussed helicopters used for spotting during hunting season and stated the Coast Guard will be putting in a temporary flight restriction during hunting season over hunting areas.

At 6:43 p.m. Mayor Balensifer adjourned the regular meeting and announced they will now meet in executive session under authority of ORS 192.660(2)(d); *to conduct deliberations with persons designated by the governing body to carry on labor negotiations*. He stated the Commission is not expected to return to regular session to take action on any item considered in the executive session.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



WARRENTON POLICE DEPARTMENT
OCTOBER 2020 STATISTICS
 NOVEMBER 24, 2020



October Statistics (% changes are compared to 2019)							
Category	2020	2019	%Chg	2018	%Chg	2017	%Chg
Calls for Service	669	772	-13%	840	-20%	671	0%
Incident Reports	233	247	-6%	226	3%	187	25%
Arrests/Citations	179	161	11%	163	10%	105	70%
Traffic Events	136	153	-11%	218	-38%	170	-20%
DUII Calls	3	1	200%	5	-40%	6	-50%
Traffic Accidents	22	20	10%	22	0%	24	-8%
Property Crimes	94	106	-11%	106	-11%	89	6%
Disturbances	86	105	-18%	85	1%	57	51%
Drug/Narcotics Calls	6	9	-33%	15	-60%	5	20%
Animal Complaints	21	25	-16%	44	-52%	32	-34%
Officer O.T.	158.4	259.3	-39%	172	-8%	258	-39%
Reserve Hours	0	19.25	-100%	20	-100%	19.5	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	645	593	577	529	618	622	733	814	694
Incident Reports	192	166	146	170	208	217	251	213	209
Arrests/Citations	132	122	166	168	171	131	153	172	154
Traffic Events	129	176	95	84	82	130	124	161	150
DUII Calls	2	3	3	3	4	2	2	2	2
Traffic Accidents	18	14	10	14	18	25	31	24	22
Property Crimes	94	104	101	95	81	90	106	101	85
Disturbances	85	80	66	98	63	51	114	91	102
Drug/Narcotics Calls	4	4	12	4	3	8	4	8	3
Animal Complaints	21	15	12	16	25	19	31	24	29
Officer O.T.	255.07	241	215.73	117.15	187.73	223	147.15	137.16	104.4
Reserve Hours	0	0	0	0	5	7.5	0	0	0

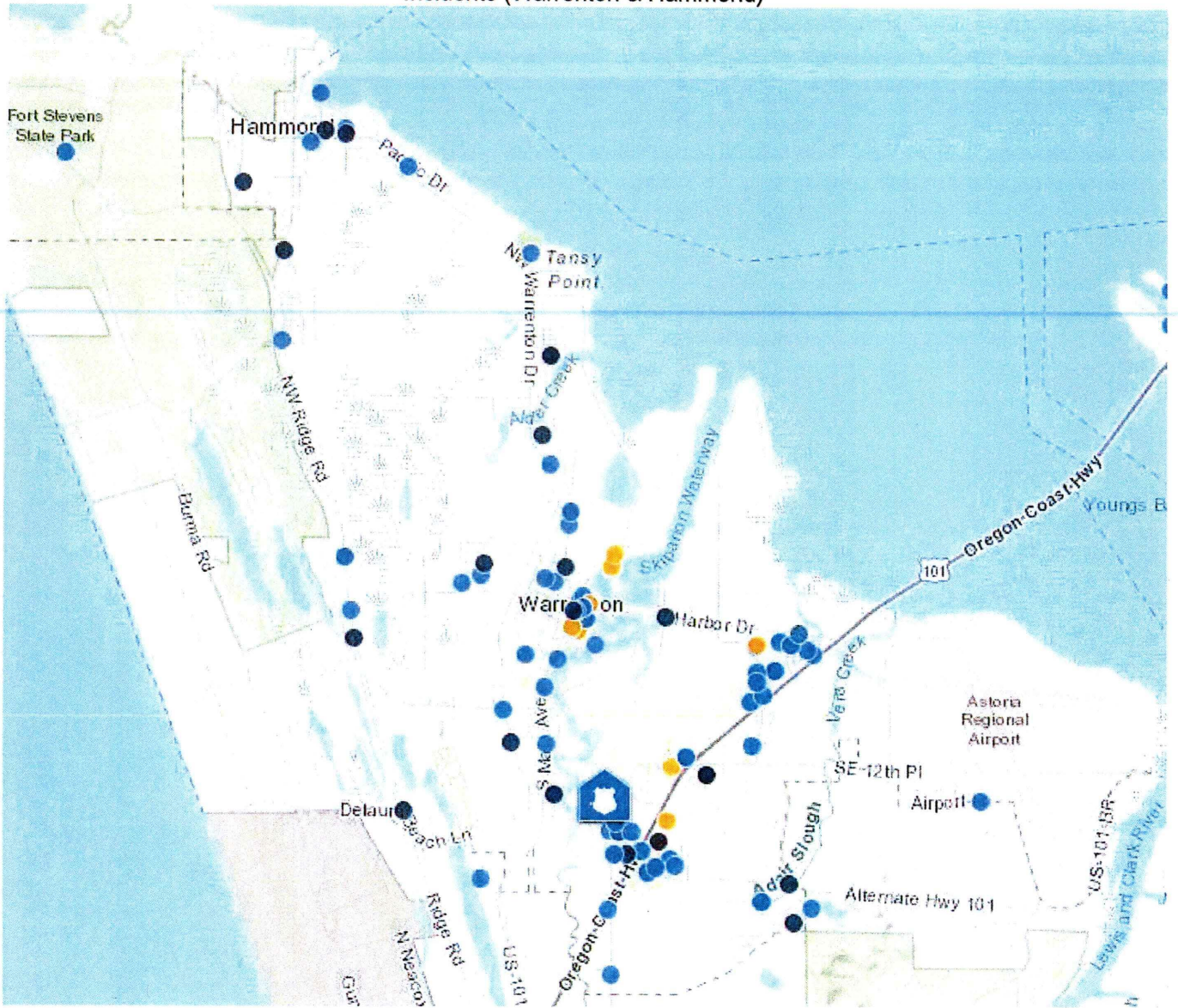
Oct	Nov	Dec	2020 YTD	2020 Estimate	2019	2020 v 2019	2018	2020 v. 2018	2017	2020 v. 2017
669			6494	7793	9106	-14%	9332	-16%	7956	-2%
233			2005	2406	2420	-1%	2551	-6%	2028	19%
179			1548	1858	2095	-11%	1731	7%	1098	69%
136			1267	1520	2461	-38%	3101	-51%	2094	-27%
3			26	31	46	-32%	55	-43%	52	-40%
22			198	238	260	-9%	271	-12%	226	5%
94			951	1141	1254	-9%	1187	-4%	902	27%
86			836	1003	1082	-7%	953	5%	778	29%
6			56	67	87	-23%	108	-38%	79	-15%
21			213	256	328	-22%	325	-21%	301	-15%
158.4			1787	2144	2194.5	-2%	1731.7	24%	2400.3	-11%
0			13	15	259.5	-94%	359.5	-96%	290	-95%

Homeless Incidents	2020	2019
Code 40 (Normal)	47	28
Code 41 (Aggressive)	0	1

The following is a graphic representation of statistics for **October 2020** 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.

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

Incidents (Warrenton & Hammond)



CITY OF WARRENTON
WARRENTON COMMUNITY CENTER
ADVISORY BOARD

Annual Meeting: February 21, 2020

The annual meeting was called to order by Chairman, Debbie Little, at 4:00 PM on Thursday, February 21, 2020, at the Warrenton Senior Center.

The following advisory board members were present: Debbie Little, Frank Becker, Carol Snell, Lorna Anderson, Penny Morris, and Ronald LeChurch, April Clark, Financial Director for the City of Warrenton was also present. Absent and excused: None


Chairman Little declared a quorum present.

Minutes: The minutes from the January 2019 annual meeting had been approved in February 2019.

Chairman, Frank Becker moved to keep the current slate of officers for the 2020 calendar year, Penny seconded the motion, motion passed . Current officers:

Chairman, Debbie Little
Vice Chairman, Ronald LeChurch
Secretary, Carol Snell

Chairman, Debbie Little moved to close the annual meeting at 4:15 PM. The motion was seconded by Ronald LeChurch, motion carried.



Debbie Little, Chairman



Carol Snell, Secretary

WARRENTON COMMUNITY CENTER

Advisory Board Meeting

February 21, 2020

4:15 PM

Meeting Date: February 21, 2020

Call to Order: Chairman, Debbie Little, called the meeting to order at 4:15 PM

Roll Call: Chairman, Debbie Little; Vice Chairman, Ronald LeChurch; Secretary, Carol Snell; Frank Becker; Lorna Anderson, and Penny Morris. April Clark, Financial Director for the City of Warrenton.

Introduction of Guests: None

Public Comment: None

Approval of the Regular Minutes for: November 21, 2019, Lorna moved to approve the regular minutes as corrected, Frank seconded and the minutes were approved.

Financial Report: April reviewed the city's financial report for the first quarter ending December 31, 2019. Total rental fees, year to date, \$10,509; the rental hour's total 257; average rental of \$40.90 per hour. Income is over budget by \$ 4,436 while expenses are under budget by \$ 7,238. Rental hours to date are ahead of last year's 2nd quarter to date by 15 hours.

Old Business: As for the Breakfast with Santa; 161 adults and 118 children attended the Breakfast December 14, 2019. Total donations \$ 1,682.42; raffle \$ 685; expenses \$ 326.52 for net

proceeds \$ 3,103.90. Tommy Smith, owner of the Main Street Market, was a hit as Santa this year.

April had the flyers for the Easter Bunny. She will have the donations letters out by March 1, 2020.

New Business: The Spruce up Warrenton group will be sponsoring an Easter Egg Hunt, at the baseball fields, starting at 11 AM on April 4, 2020 after the breakfast.

April reviewed an e-mail from Linda Engbretson , Warrenton City Manager, regarding an individual's interest in holding events at the Center when it has not been reserved as a rental. After some discussion Lorna moved to "table this request" second by Ronald motion passed.

We did discuss having small fund raisers i.e. board game night. It was moved and seconded to try a Bazar in August.

Correspondence: E-mail sent to April from Linda Engbretson.

Next Meeting: March 19, 2020

It was moved and seconded to close the meeting at 5.08



Debbie Little, Chairman



Carol Snell, Secretary

WARRENTON COMMUNITY CENTER

Advisory Board Meeting

October 28, 2020

4:06 PM

Meeting Date: October 28, 2020

Call to Order: Chairman, Debbie Little, called the meeting to order at 4:06 PM

Roll Call: Chairman, Debbie Little; Secretary, Carol Snell; Lorna Anderson, Penny Morris and April Clark, Financial Director for the City of Warrenton. Absent: Vice Chairman, Ronald LeChurch, and Frank Becker,

Introduction of Guests: None

Public Comment: None

Approval of the Annual and Regular minutes for February 21, 2020: A motion was made to approve the above, seconded and approved

Financial Report: April reviewed the city's financial reports for the first quarter ending September 30, 2020 and third quarter ending March 31, 2020. She also reviewed the Center's Annual Report for July 1, 2019 thru June 30, 2020. See attached.

Old Business: Our Easter Breakfast was canceled. The Senior Center group is still paying \$100.00 per month towards the rental of the Center. Rental hours are ahead of last year's 3rd quarter to date by 14.5 hours.

New Business: Ideas for a Santa Breakfast were discussed, guidelines were discussed, reservation only, banquet style, maybe have a raffle only, etc. Debbie will check with the powers to be to see what our limitations are. We will meet Thursday, November 5, 2020, a 4 PM to discuss our options.

April has been approached by a renter regarding rental rates for kitchen only services and allowing renters to be in the building between 12 midnight and 7 AM.

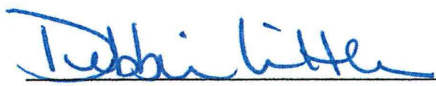
Mindy Little from the Warrenton grade school approached April about using the Center to meet in person with students working on line for their school activities.

The feds will issue relief funds for the Coronavirus 19 to cities in the amount of \$176,000. The City needs to decide what to do with the funds before the end of the year. April would like to think about technology upgrades to the Center (i.e. Zoom meetings, etc)

Correspondence:

Next Meeting: November 5, 2020

It was moved and seconded to close the meeting at 5:34 PM



Debbie Little, Chairman



Carol Snell, Secretary

Warrenton Community Center

Annual Report

For Fiscal Year July 1, 2019 – June 30, 2020

Summary:

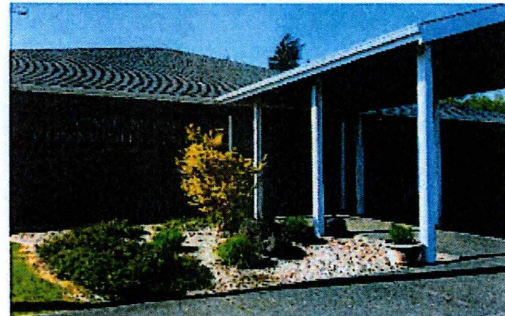
This report is a communication to the City of Warrenton Commission regarding the annual results of operations, financial position, and activities of the Warrenton Community Center. This report also summarizes the accomplishments, efforts, and long-term goals of the Center as proposed and carried out by the Warrenton Community Center Advisory Board and management.

Staffing and Oversight:

The center is managed by the Finance Director in conjunction with a part-time staff person that provides oversight, monitors rental activity at the center, and performs light maintenance. The City appoints a seven member board to provide input and recommendations to the commission. The Warrenton Community Center Advisory Board meets November, December, January, February, March, April, and May with staff, on the third Thursday of each month to discuss fundraising efforts, operations, and to consider long-term goals and objectives.

Operations:

The Community Center was built with grant funds in 1988. Since then most operational costs were supported entirely by rental fees and the Center, to this day, does not receive any direct property tax revenues. Since July 1, 2011, the Center has received funding derived from City discretionary revenue sources other than Center rental fees for capital projects and major maintenance.



The Center is rented out to individuals and entities on a per hour basis. Rental rates during the year were \$38.00 and \$48.00 per hour for the facility with non-kitchen and kitchen use, respectively. Warrenton Seniors, Inc. have a special rate at \$100.00 per month. Revenues are also generated from renting supplies such as the dance floor, silver serving dishes, and charging for cleaning services. Income is also derived from fundraising activities and donations.

For this period ending 2020, the Center was rented a total of 1,307.5 hours with 398.5 hours charged at the adopted rates (Seniors used 909 hours) compared to 1,405, and 1,452.5 hours in fiscal years ending 2019 and 2018, respectively. Total hours this year decreased 97.5 hours compared to the prior year. The current hour breakdown, by category, for the past three years, is as follows:

	2020	2019	2018
Warrenton Seniors, Inc.	909.00	936.00	918.00
Other Weekday hours	232.50	251.50	230.00
Other Weekend hours	166.00	217.50	304.50
Total	1,307.50	1,405.00	1,452.50

Rental income, for this period, from regular hours rented was \$15,361 and other revenues were \$5,012 for total revenues of \$20,373 for the year. No transfer was made from the General Fund this year. Last year, total revenues were \$26,863. Current expenses for the year were \$21,624, for a net loss of \$1,251. A transfer of \$2,500 was made to the capital reserve account this year. Normal expenses were \$7,395 for personal services, \$495 for supplies, \$158 for not capital equipment, \$7,914 for utilities, \$135 in credit card fees, \$480 for computer support, \$326 for fundraising expenses, and \$2,221 for overhead.

The Community Center will begin the new fiscal year with a beginning fund balance of \$18,239, an decrease from the prior year of \$1,251 which is the net loss for the year.

A historical summary of revenues and expenses for the Center are as follows:

	2020	2019	2018	2017	2016
Rental Fees	15,361	19,012	18,105	13,234	11,306
Other Revenue	5,012	7,851	5,092	5,620	12,763
Total Revenues	20,373	26,863	23,197	18,854	24,069
Personal Services	7,395	7,414	5,757	6,507	6,940
Materials and Services	11,729	12,334	13,494	13,712	12,867
Capital Outlay					
Transfers	2,500	2,000	0	0	0
Total Expenses	21,624	21,748	19,258	20,219	19,807
Increase (Decrease) in Fund Balance	(1,251)	5,115	3,939	(1,365)	4,262
Beginning Fund Balance	19,490	14,375	10,436	11,801	7,539
Ending Fund Balance	18,239	19,490	14,375	10,436	11,801

Fundraising Activities:

The Community Center Advisory Board puts on the Breakfast with the Easter Bunny and Breakfast with Santa each year. These activities not only generate some income for center operations but also provide the community with fun family activities during the holiday seasons. This year the Easter Breakfast was cancelled due to the Covid-19 pandemic. Some businesses remained faithful with donations, even though the event was cancelled.

The following table summarizes net proceeds from the board's fundraising efforts:

	Breakfast with Santa	Breakfast with Easter Bunny
Sales	\$ 1,748	\$ 0
Donations	1,682	325
Expenses	(326)	(0)
Net Proceeds	<u>\$ 3,104</u>	<u>\$ 325</u>

Donations:

During the year we received \$550 from Columbia Bank, \$375 from Columbia River Bar Pilots, \$150 from McCall Tire Center, \$150 from Recology, \$75 from Warrenton Kia, \$75 from Pacific Seafood, \$75 from Medix, \$75 from VFW Post 10580, \$75 from VFW Auxiliary, \$75 from Astoria Ford, \$182 from Walmart, \$75 from Lektro, \$75 from Ocean Crest Chevrolet, \$75 from Warrenton Fiber, \$75 from Maddox Dance Studio, \$75.00 from Wauna Federal Credit Union, and \$25 from anonymous donors. These donations were used to help with expenses relating to the Breakfast and to support Community Center operations. Starbuck's donated coffee, the Pig 'N Pancake donated the pancakes, syrup and a cook, and Warrenton Deep Sea donated sausage. This has helped tremendously with the breakfast expenses. Many local businesses and individuals donated items for the raffle baskets. The Advisory Board donates many hours of hard work making sure these breakfasts are successful.

Rates:

The advisory board is very much interested in increasing the rental hours at the center and promoting the center as a great place to rent. The center is a community asset that should be utilized to its fullest. The challenge is seeking to charge the correct amount of revenue needed in order to cover operating costs and future capital requirements and not out-price our users. As of July 1, 2019, rates were \$48.00 and \$38.00 for kitchen and non-kitchen use, respectively.

The center had one long term renter to help stabilize the monthly income and cash flow, however Weight Watchers has suspended their meetings until further notice due to the Covid-19 pandemic.

Information about the Community Center is advertised on the City's website.

Wi-Fi:

We have public Wi-Fi at the Center. All users are able to connect. This also helps staff connect to City Hall so we can communicate with the center via email. This has helped tremendously with communication. And, most of all, the renters love it, too!

Capital Improvements:

In the fiscal year ending June 2004 budget process, staff created a Community Center Capital Reserve fund to begin accumulating funds for needed major improvements. It was hoped that rental fee increases would generate excess funds that would be transferred each year to the fund.

A \$2,500 transfer was made to the capital reserve fund this year for the first time in many years. The fund started with the year with \$5,087 and has an ending fund balance of \$7,587 as of June 30, 2020, which is available for major maintenance and capital improvements to the facility.

Capital improvement and major maintenance history at the Center for the twenty fiscal years ending is as follows:

2001	New kitchen floor, Aug 2000	\$1,704
2002	New dishwasher, Nov 2001	\$4,027
	Exterior light poles, Feb 2002	\$1,175
2003	none	
2004	none	
2005	interior remodel	\$15,000 (funded by WBA donation)
2006	none	
2007	parking lot striping	\$555
2008	New roof, April 2008	\$12,866 (\$5,000 was funded by the WBA)
	New ceiling tiles	\$1,320
2009	none	
2010	New entryway-donated	\$6,435
2011	Chairs (16), dollies (4), table cart, dance floor cart, window trim, and coat rack	\$2,622
2012	Parking lot striping	\$485
	Fire Suppression System	\$3,249
	(3) Windows	\$925
	Re-siding and paint exterior Completed in FY 2013	\$41,990 (funded entirely by the Facilities Maintenance Fund)
2013	Window Shades (2)	\$437
	Vacuum	\$400
	Building Signage	\$901
2014	Bathroom Paint/Flooring	\$2,129 (\$1,475 was funded by the Facilities Maintenance Fund)
	New Heating Furnace	\$2,580 (funded entirely by the Facilities Maintenance Fund)
2015	New Walk-In Freezer	\$19,920 (funded entirely by the Facilities Maintenance Fund)
	Freezer Room Wall Repair	\$5,385 (funded entirely by the Facilities Maintenance Fund)
	New Commercial Refrigerator	\$4,856 (funded entirely by the Facilities Maintenance Fund)
2016	New Refrigerator	\$599
2017	Firewall Upgrade/Wifi	\$875
2018	New Gas Furnace (1 of 3)	\$3,500 (funded entirely by the WBA)
2019	none	
2020	none	

Funding from the **Facilities Maintenance Fund** contributed the following amounts this year, totaling \$2,384.

Fire Safety	\$312
Kitchen Equipment Maintenance	\$213
Pest Control	\$918
Building & Ground Maintenance	\$941

Marketing/Advertising:

No direct efforts this year. Staff continues to deploy an updated brochure and information is available on our website.

Advisory Board Accomplishments, Efforts, and Long-Term Goals:

Every year at Christmas, the board gets together and decorates the Center so that our renters will have a festive environment. The board donates all decorations and supplies. The board sponsored one successful breakfast for the community at the Community Center this year. The current board members are Debbie Little, Chairman, Frank Becker, Vice Chair, Carol Snell, Secretary, Lorna Anderson, Ronald LeChurch, and Penny Morris. There is currently one vacancy on the board. The board's fundraising efforts are critical to the Community Center. Revenues have been greatly impacted by the Covid-19 pandemic and may continue to be for quite some time. The board is more important than ever to help the Community Center navigate during these uncertain times.

Conclusion:

Staff continues to strive to give our renters excellent customer service hoping that they are satisfied with the center and will use it again and again. We hope they tell their friends and family about the center. We do have repeat customers who enjoy the center very much. In addition to providing a place for our Senior Citizens to have lunch on Mondays and Thursdays each week, the center is rented regularly for weddings, receptions, showers, celebrations of life, birthday parties, family reunions, business meetings and more. The Community Center is an important asset for the community and we hope it will continue to be for years to come.

The advisory board extends an open invitation to the monthly meeting on the 3rd Thursday of the month, October through May, to all commissioners. The meetings are held at the Community Center at 4:00 p.m.

Volume 14, Issue 4

Monthly Finance Report
October 2020

November 24, 2020

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	0.91%	2.45%
Prime Rate:	3.25%	5.00%
◆ CPI-U change:	1.2%	1.8%
◆ Unemployment Rates:		
Clatsop County:	not avail.	3.3%
Oregon:	6.9%	3.4%
U.S.:	6.9%	3.6%

Department Statistics

◆ Utility Bills mailed	3,400
◆ New Service Connections	5
◆ Reminder Letters	483
◆ Door Hangers	0
◆ Water Service Discontinued	0
◆ Walk-in counter payments	243
◆ Mail payments	1,205
◆ Auto Pay Customers/pmts	666
◆ Online (Web) payments	936
◆ Checks issued	352

Current and Pending Projects

- ◆ M D & A / Audit
- ◆ CRF Grant Funding
- ◆ SDC Annual Report
- ◆ Landfill Financial Assurance Report

Financial Narrative as of October 31, 2020

Note: Revenues and expenses should track at 4/12 or 33.3% of the budget.

General Fund: Year to date revenues amount to \$1,154,798, which is 26.3% of the budget, compared to the prior year amount of \$1,266,769, which was 30.2% of the budget and are down by \$111,971. Decreases are shown in prior property taxes, transient room taxes, municipal court, community development fees, police charges, park charges, miscellaneous, interest and leases and are offset by increases in current property tax, franchise fees and state revenue sharing.

Expenses year to date amount to \$1,197,339, which is 25.4% of the budget, compared to the prior year amount of \$1,524,839, which was 32.5% of the budget. All departments are tracking at or under budget. Departments continue to watch spending due to economic uncertainties brought on by the Covid-19 pandemic.

WBL: Business license revenue amounts to \$55,315, compared to \$57,695 at this time last year, a difference of \$2,380. Year to date licenses issued is 487 compared to 675 at this time last year.

Building Department: Permit revenues this month amount to \$3,853 and \$74,190 year to date, which is 15.8% of the budgeted amount. Last year to date permit revenue was \$97,846.

State Tax Street: State gas taxes received this month amount to \$36,859 for

fuel sold in September and \$89,115 year to date. City fuels taxes received this month amount to \$35,046 for fuel sold in August and are \$68,951 year to date. Total gas taxes received year to date are \$158,066 compared to \$170,354 at this time last year.

Warrenton Marina: Total revenues to date are \$460,398, 80.6% of the budgeted amount, compared to the prior year amount of \$468,323, which was 92.2% of the budgeted amount. There is \$29,729 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$292,514, 125.33% of the budgeted amount, compared to the prior year amount of \$346,717, which was 92.2% of the budgeted amount. There is \$5,063 in moorage receivables outstanding.

Of the total outstanding receivables:

- \$13,889 (40%) is current,
- \$1,364 (4%) is 30-60 days past due,
- \$2,193 (6%) is 60-90 days past due and
- \$17,346 (50%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$208,102 and \$100,959, and \$1,032,538 and \$719,058 year to date for in-city and out-city respectively and totals \$1,751,596 and is 55.9% of the budget. Last year at this time, year to date fees were \$1,019,755 and \$642,379, for in-city and out-city, respec-

tively and totaled \$1,662,134

Sewer Fund: Utility fees charged this month are \$202,429 and \$841,644 year to date, which is 39.3% of the budget. Last year at this time, year to date fees were \$828,317. Shoreline Sanitary fees year to date are \$45,462. Septage revenue year to date is \$72,224 and is 72.2% of the budget. Total revenues year to date are \$999,199 compared to \$983,907 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$40,463 and \$168,246 year to date and is 39.2% of the budget. Last year to date revenues were \$165,563 which was 35.8% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$80,676 and \$17,417, and \$329,684 and \$68,071, year to date, and are 38.7% and 37.8% of the budget respectively.

Library: Total revenues received to date are \$30,826. These revenues are from current and prior year taxes, book sales, fines, interest, donations and miscellaneous. Total expenditures year to date are \$69,991, a decrease in fund balance of \$39,165. The majority of current year property taxes will be received in November.

Community Center: Rental revenue to date is \$3,540 and represents 27.2% of the budget. Total revenues are \$4,051 and total expenses are \$4,369 for a decrease to fund balance of \$318.

Financial data as of October, 2020

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	712,520	1,043,091	600,000	173.85
Plus: Revenues	560,223	1,154,798	4,425,741	26.09
Less: Expenditures				
Municipal Court	10,228	42,173	160,306	26.31
Admin/Comm/Fin(ACF)	70,466	375,616	1,167,282	32.18
Planning	13,290	52,636	292,992	17.96
Police	123,721	489,273	2,000,654	24.46
Fire	45,621	202,067	855,386	23.62
Parks	8,867	35,574	163,557	21.75
Transfers	-	-	70,178	-
Total Expenditures	272,193	1,197,339	4,710,355	25.42
Ending Fund Balance	1,000,550	1,000,550	315,386	317.25

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	114,679	71,405	78,000	91.54
Plus: Revenues	37	55,674	59,800	93.10
Less: Expenditures	3,242	15,605	128,346	12.16
Ending Fund Balance	111,474	111,474	9,454	1,179.12

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	897,198	898,004	790,000	113.67
Plus: Revenues	5,006	77,378	474,000	16.32
Less: Expenditures	24,703	97,881	324,175	30.19
Ending Fund Balance	877,501	877,501	939,825	93.37

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,571,827	2,561,838	2,300,000	111.38
Plus: Revenues	75,176	174,030	709,965	24.51
Less: Expenditures	26,484	115,349	2,674,892	4.31
Ending Fund Balance	2,620,519	2,620,519	335,073	782.07

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	482,590	172,727	145,000	119.12
Plus: Revenues	23,247	460,398	571,226	80.60
Less: Expenditures	33,570	160,858	558,797	28.79
Ending Fund Balance	472,267	472,267	157,429	299.99

Financial data as of October 2020, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	368,809	180,776	160,000	112.99	4,188,460	3,144,980	2,200,000	142.95
Plus: Revenues	15,595	292,514	233,401	125.33	318,385	1,802,756	5,766,500	31.26
Less: Expenditures	25,949	114,835	315,641	36.38	125,050	565,941	7,049,683	8.03
Ending Fund Balance	<u>358,455</u>	<u>358,455</u>	<u>77,760</u>	<u>460.98</u>	<u>4,381,795</u>	<u>4,381,795</u>	<u>916,817</u>	<u>477.94</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,992,308	2,688,213	2,200,000	122.19	1,272,654	1,185,198	1,100,000	107.75
Plus: Revenues	240,697	999,199	2,428,800	41.14	41,787	172,601	433,400	39.82
Less: Expenditures	177,180	631,587	3,462,167	18.24	10,623	53,981	1,200,861	4.50
Ending Fund Balance	<u>3,055,825</u>	<u>3,055,825</u>	<u>1,166,633</u>	<u>261.94</u>	<u>1,303,818</u>	<u>1,303,818</u>	<u>332,539</u>	<u>392.08</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	470,766	432,697	450,000	96.15	17,537	18,239	16,000	113.99
Plus: Revenues	99,007	401,616	1,037,195	38.72	1,570	4,051	16,560	24.46
Less: Expenditures	97,283	361,823	1,291,501	28.02	1,186	4,369	24,119	18.11
Ending Fund Balance	<u>472,490</u>	<u>472,490</u>	<u>195,694</u>	<u>241.44</u>	<u>17,921</u>	<u>17,921</u>	<u>8,441</u>	<u>212.31</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	83,208	128,494	111,000	115.76	13,636	19,464	25,288	76.97
Plus: Revenues	25,668	30,826	225,902	13.65	3,866	49,272	6,407,433	0.77
Less: Expenditures	19,547	69,991	232,070	30.16	4,143	55,377	6,432,721	0.86
Ending Fund Balance	<u>89,329</u>	<u>89,329</u>	<u>104,832</u>	<u>85.21</u>	<u>13,359</u>	<u>13,359</u>	<u>-</u>	<u>-</u>

Financial data as of October 2020, continued**(\$) Cash Balances as of October 31, 2020**

General Fund	1,262,626	Warrenton Marina	444,242	Storm Sewer	1,246,577
WBL	112,734	Hammond Marina	354,833	Sanitation Fund	394,121
Building Department	880,384	Water Fund	3,729,396	Community Center	18,703
State Tax Street	2,622,524	Sewer Fund	2,725,968	Library	92,768

Warrenton Urban Renewal Agency

Capital Projects	17,502
Debt Service	1,967,065

General Fund Revenues	Collection Frequency	2020-2021 Budget	Actual as	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				October 2020	October 2019	
Property taxes-current	AP	1,077,628	11.66	125,688	58,219	951,940
Property taxes-prior	AP	30,000	41.24	12,371	13,120	17,629
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	598,000	22.24	133,007	125,957	464,993
COW - franchise fees	M	256,281	42.95	110,079	65,367	146,202
Transient room tax	Q	525,212	45.00	236,366	300,551	288,846
Liquor licenses	A	550	0.00	-	-	550
State revenue sharing	MQ	168,891	16.67	28,158	23,734	140,733
Municipal court	M	136,700	21.44	29,305	43,756	107,395
Community development fees	I	105,000	17.19	18,050	21,085	86,950
Police charges	I	21,000	23.74	4,986	5,230	16,014
Fire charges	SM	103,524	0.00	-	-	103,524
Park charges	I	-	0.00	-	480	-
Miscellaneous	I	1,200	554.50	6,654	9,886	(5,454)
Interest	M	18,000	11.93	2,147	4,975	15,853
Lease receipts	M	216,473	33.01	71,462	72,134	145,011
Grants	I	-	0.00	909	-	(909)
Sub-total		3,258,459	23.91	779,182	744,494	2,479,277
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,167,282	32.18	375,616	522,275	791,666
Total revenues		4,425,741	26.09	1,154,798	1,266,769	3,270,943

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, 2021. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: For the Agenda of November 24, 2020
SUBJ: Engineering Services Agreement

SUMMARY

The City has had a contract with A.M. Engineering since February 2020 for on-call services, generally relating to engineering review for development projects. The original contract has met the not-to-exceed amount of \$25,000.

Per ORS 279C.115 related to public contracting for services of consultants, and the City's Public Contracting Ordinance, No. 1076-A; the City may award a personal service contract for continuation of work up to \$150,000 without competition if the prior work was done under a contract awarded under a competitive process. The City originally solicited proposals under a competitive process and awarded a contract to A.M. Engineering. The City also uses another local engineer on a rotating basis or when conflicts arise.

RECOMMENDATION/SUGGESTED MOTION

Staff requests approval of a continuation of work contract with A.M. Engineering for an amount not-to-exceed \$75,000. The cost of review of development applications is a pass through and paid for by the applicants.

"I move to authorize the continuation of work contract with A.M. Engineering for an amount not-to-exceed \$75,000."

ALTERNATIVE

As deemed appropriate by the City Commission.

FISCAL IMPACT

As part of the development review process, A.M. Engineering is asked to estimate a scope of work, timeline, and review hours to complete engineering review of a development application. The City requires a deposit from the applicant to pay for the estimated cost. Any overpayment of cost is refunded to the applicant.

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

CONTRACT:

This Contract made and entered into this 24th day of November, 2020, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and A.M. Engineering, 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'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. See Attachment Exhibit A. Proposal Dated 2/12/20. Contract is valid for one year. Extensions can be granted by mutual agreement of Consultant and City in writing.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$75,000 for performance of described in Exhibit A;

B. The CONSULTANT will submit a monthly invoice referencing each project separately 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 days 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 Adam Dailey, P.E.

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 disenabled provided the party so disenabled 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

PROJECT UNDERSTANDING AND DESCRIPTION

The City of Warrenton desires additional resources for professional engineering services on an on-call basis. Services will generally include, but are not limited to design, design review, site visits, meet City staff, meet applicants, ensure application compliance, prepare application reports, and attend hearings.

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AME will assign a phase number to each project request that is accepted.

AME agency hourly rates will be applied at the reduced rate of \$100.00 per hour.

SCOPE OF WORK

1. On-Call Engineering Services

- a. Professional services as requested by the City

DELIVERABLES

- Dependent on services requested by the City

SCOPE AND FEE CONDITIONS AND ASSUMPTIONS

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

- AME's anticipated involvement covers the specific Scope of Work requested and does not cover Items not specifically included.
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SERVICES NOT INCLUDED

Services are specific to the individual requests by the City.

FEES

We propose to bill hourly for services. Invoices will be issued monthly based on the amount of work completed. Fees beyond the estimated amount will not be charged without your prior authorization.

ESTIMATED SCHEDULE

AME is prepared to immediately provide these services. This estimate is based on the following assumptions:

- 1) Notice to Proceed shall be received by our office within 7 calendar days of the date of this proposal. The schedule is based on an assumed start date and the scope identified as of the date this proposal was prepared.
- 2) All pertinent information and documents necessary for the completion of our work is received in a timely manner.

3) All reviews and approvals shall take place in a timely manner. AME shall not be liable for delays in the project schedule due to extended or delayed agency or client review that is not within our control. Administrative authority approval may extend timelines.

ADDITIONAL WORK

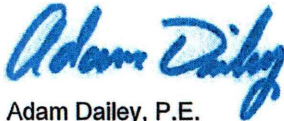
Work not included in the scope of this proposal, which is directed by the client, shall be additional work and shall be charged at our reduced agency hourly rates.

No additional work shall be initiated without the prior written, electronic, or verbal approval of the client.

Thank you for the opportunity to present you with this proposal for professional engineering services. Should you have any questions please contact our office.

Sincerely,

A.M. Engineering, LLC



Adam Dailey, P.E.
President

Enclosures: None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688		CONTACT NAME: Christi Buchanan PHONE (A/C, No, Ext): (303) 454-9562 FAX (A/C, No): (303) 454-9564 E-MAIL ADDRESS: christi.buchanan@arm-l.com	
INSURED A.M. Engineering, LLC PO Box 973 Seaside OR 97138		INSURER(S) AFFORDING COVERAGE	
		INSURER A: RLI Insurance Co	NAIC #: 13056
		INSURER B: Twin City Fire Insurance Co	29459
		INSURER C: Hanover Insurance Company	22292
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0007752	06/27/2019	06/27/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PSB0007752	06/27/2019	06/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34WECAF2WLK	02/05/2020	02/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors and Omissions			LH4 D628183 01	06/27/2019	06/27/2020	Each Occurrence 2,000,000 General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Professional Liability Coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period. City of Warrenton is an additional insured as their interest may appear when required by written contract. Coverage is on a primary & non-contributory basis. The certificate holder will receive 30 days notice of cancellation. 10 days for non payment of premium.

CERTIFICATE HOLDER

City of Warrenton, Attention Accounts Payable
PO Box 250
Warrenton OR 97146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

CONTRACT:

This Contract made and entered into this 24th day of November, 2020, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and A.M. Engineering, 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'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. See Attachment Exhibit A. Proposal Dated 2/12/20. Contract is valid for one year. Extensions can be granted by mutual agreement of Consultant and City in writing.

2. **COMPENSATION**

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$75,000 for performance of described in Exhibit A;

B. The CONSULTANT will submit a monthly invoice referencing each project separately 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 days 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 Adam Dailey, P.E.

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 disenabled provided the party so disenabled 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 2799.230

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 2799.235.

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

Attest:

Henry A. Balensifer, III, Mayor Date

Dawne Shaw, City Recorder Date

CONSULTANT:

By: _____
Printed Name: Adam Dailey, PE Date

Title: _____

PROJECT UNDERSTANDING AND DESCRIPTION

The City of Warrenton desires additional resources for professional engineering services on an on-call basis. Services will generally include, but are not limited to design, design review, site visits, meet City staff, meet applicants, ensure application compliance, prepare application reports, and attend hearings.

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AME agency hourly rates will be applied at the reduced rate of \$100.00 per hour.

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1. **On-Call Engineering Services**
 - a. Professional services as requested by the City

DELIVERABLES

- Dependent on services requested by the City

SCOPE AND FEE CONDITIONS AND ASSUMPTIONS

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SERVICES NOT INCLUDED

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We propose to bill hourly for services. Invoices will be issued monthly based on the amount of work completed. Fees beyond the estimated amount will not be charged without your prior authorization.

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No additional work shall be initiated without the prior written, electronic, or verbal approval of the client.

Thank you for the opportunity to present you with this proposal for professional engineering services. Should you have any questions please contact our office.

Sincerely,

A.M. Engineering, LLC

A handwritten signature in black ink that reads "Adam Dailey". The signature is written in a cursive, flowing style.

Adam Dailey, P.E.
President

Enclosures: None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2020

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PRODUCER Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688		CONTACT NAME: Christi Buchanan PHONE (A/C, No, Ext): (303) 454-9562 FAX (A/C, No): (303) 454-9564 E-MAIL ADDRESS: christi.buchanan@arm-i.com	
INSURED A.M. Engineering, LLC PO Box 973 Seaside OR 97138		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Co NAIC # 13056 INSURER B: Twin City Fire Insurance Co 29459 INSURER C: Hanover Insurance Company 22292 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

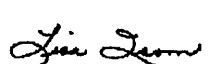
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0007752	06/27/2019	06/27/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			PSB0007752	06/27/2019	06/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34WECAF2WLK	02/05/2020	02/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors and Omissions			LH4 D628183 01	06/27/2019	06/27/2020	Each Occurrence 2,000,000 General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Professional Liability Coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period. City of Warrenton is an additional insured as their interest may appear when required by written contract. Coverage is on a primary & non-contibutory basis. The certificate holder will receive 30 days notice of cancellation. 10 days for non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Warrenton, Attention Accounts Payable PO Box 250 Warrenton OR 97146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

7-B



MEMORANDUM

November 24, 2020

To: City Commission of Warrenton
Re: Applicants vs. Nominees Disclosure

As a courtesy and for full disclosure, below is the list of applicants with their respective positions on the board. Nominees are bolded.

In regards to the parks board, there are two members who are probably not going to reapply, but not confirmed as such, additionally there were some other persons who have expressed interest, but I have not had time to respond to their queries (including Mr. Smith—who I intend to interview next week) and vet them. I would be happy to further explain my reasons for holding off further appointments to this board at this time if commissioners have questions, but the aforementioned is expected to suffice.

In regards to the Planning Commission, this board will be full if the commission nominates the individuals.

Parks Advisory

Applicants: **Ian O'Brien (1)**, **Carol Snell (5)**, Allen Berry, Michael D. Smith

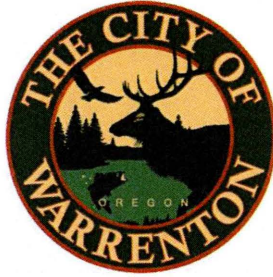
Planning Commission

Applicants: **Kevin Swanson (1)**, Allen Berry, **Christine Bridgens (2)**, Clarke Powers, Michael D. Smith

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive style with a large, stylized "H" and "B".

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Tommy Smith for appointment to Position #2 on the Warrenton City Budget Committee. This position was vacated by long time Budget Committee member, Paul Mitchell upon the expiration of his term. Tommy has been an exemplary citizen volunteer and business owner in our community. He served on the Planning Commission previously for an unexpired term, and was willing to move to budget after stating Planning was interesting but found to not be his passion. The imperative is that we have a full slate of citizens familiar with budgets/finance for this budget season, as hard and difficult choices will have to be made.

As such, I nominate him for appointment to the Budget Committee.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Angelo Schauer mann for appointment to Position #3 on the Warrenton City Budget Committee. This is the position vacated by Commissioner-elect Poe.

Angelo is a senior pastor at Gateway Community Church in Hammond. Under his leadership, the City and Spruce Up Warrenton have been able to use the church facilities for community events and town halls in the Hammond district—which has no other suitable facilities for such events. A community minded person who did not seek appointment to the budget committee, I felt he would be good to add to the committee both because he wanted to live in Warrenton and because he works and now lives in the Hammond district of our city.

As such, I nominate him for appointment to the Budget Committee.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Flint Carlson for re-appointment to Position #4 on the Warrenton City Budget Committee. Flint has been on the budget committee for a great many years. His business is in the Hammond district and he's been a long-standing presence and participant in the budget process. I see no reason to re-interview him being he's a member in good standing and interested to continue being on the budget committee.

As such, I nominate him for appointment to the Budget Committee.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Kevin Swanson for appointment to Position #1 on the Warrenton City Planning Commission. This position will be vacated by Tommy Smith upon the completion of his term next month. Kevin comes to us originally from Dundee, OR. A small town south of Newberg, where he was previously was the chair of the Dundee Planning Commission. Being unknown to me before he applied for the board I did reach out to people in Dundee and consulted public records and verified that he was an active chairperson.

His prior experience will be invaluable in getting up to speed with our fast growing city and its issues. I also found in the records of his prior work that he understands the process of hearings very well. In my interviews with him, he showed a very good grasp of settling issues within the community and offering ways to get to yes without violating codes.

Kevin has travelled the world, been to every state, and is a materials/plastics expert. He previously played professional sports in Australia, and I think has a lot of perspective to offer. He also lives in Forest Rim, which is a daily reminder of what not to do in planning development.

For all the reasons above, I nominate him for the Planning Commission.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Christine Bridgens for re-appointment to Position #2 on the Warrenton Planning Commission. Christine is well known to be a detail oriented person who reads her entire planning packet and asks many questions.

Being a re-appointment, I did not see a need to conduct a vetting interview as she is a regular presence at City Commission meetings and is not shy about making her views known.

I nominate Christine Bridgens for re-appointment to the Planning Commission.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

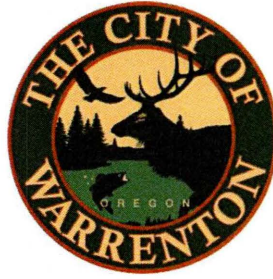
I nominate Danika Cooley for appointment to Position #6 on the Warrenton Community Library Board. This position will be vacated by Rebecca Herren upon her completed term this year and notice of intent to not reapply.

Being I did not know Danika prior to my interviewing her for the position, we discussed her background and interests. She was originally intending to apply in two years, being a mother of young children. However, after I noted we encourage young mothers to participate in government and can make reasonable accommodations, she felt now would be a good time—plus we are short handed on this board after several members complete their terms. Danika is an accomplished author and also being a person with young children—which contrary to popular belief—is not the #1 constituency of the library, I think will provide assets to ensure improved library services.

As such, I nominate her for appointment to the Community Library Board.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Dawn Delacey for re-appointment to Position #7 on the Warrenton Community Library Board. Dawn has served for an exemplary term and outside of her regular board activities was involved in getting out the vote for the library bond. She is a positive, energetic presence on the board and I am more than happy to nominate her for re-appointment.

As such, I nominate her for appointment to the Library Board.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive style with a prominent flourish at the end.

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

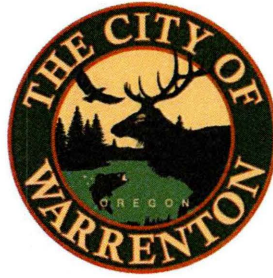
I nominate Ken Culp for appointment to Position #1 on the Warrenton Community Center Board. Ken reached out to Commissioner Newton, and I scheduled an interview with him to discuss his interests and desires to serve the city, which went very well. He was open to anywhere the Commission needed him. Being that Frank Becker and Lorna Anderson have not reapplied for appointment despite at least 2 reminders from staff, I see it worthwhile to add a new person who's already applied on their own volition to this board.

Ken is a contractor by trade and a long time Warrenton resident. He also owns C&S Builders and the associated Builders Supply in the southern downtown. It is my hope he can add a new perspective to this board and help it move towards determining a more permanent and sustainable future for that facility.

As such, I nominate him for appointment to the Community Center Board.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Debbie Little for appointment to Position #4 on the Warrenton Community Center Board. Debbie is currently serving as the chair in Position #6. I have gone through the records of the Community Center Board and can find no supporting evidence for why it has 7 members. Resolutions No. 640 (1987), No. 758 (1991), and No. 2372 (2012), and an update to the bylaws approved by the City Commission on 6/10/2014 all stipulate a 5 member board. The last change I remember was the 2014 resolution which enabled persons who worked in the city, but didn't live here to sit on the board. Moving Debbie to Position #4, moves us closer to a 5 person board.

Being Debbie is in constant contact with the City and is well known to myself and the commission, I felt no need to interview her for re-appointment. Her desires and energy are all well known and made known by her actions and words.

As such, I nominate her for appointment to the Community Center Board.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Ian O'Brien for appointment to Position #1 on the Warrenton City Parks Advisory Committee. This position has been vacant for some time. In Warrenton—a lot of activity has occurred with parks and trails. We've had a recent parks master plan update completed in a rather quick time, we've prioritized a trail connection west of Pt. Adams, we've begun to plan a park in Forest Rim, and we've begun work on parking and viewpoint improvements at Carruthers Park. We also had new equipment installed at Quincy Robinson park. That's the most accomplishments in 2 years I can remember any board making! Ian is also on the board of Warrenton Kids Inc, which will help re-establish the disconnect between the city and that important nonprofit which heavily uses the sports fields in QR Park.

Ian is the vice-principal and athletic director of Warrenton High School. He also has a lot of energy. While he has a Warrenton address, he does not live in the city limits but does work here. I think both his role in the schools and Warrenton Kids Inc, should enable an exception from City policy regarding residents on boards as what he brings to the table is still very much within the spirit of the residents only policy.

As such, I nominate him for appointment to the Parks Advisory Committee.

Sincerely,

Henry A. Balensifer III
Mayor



November 24, 2020

To the City Commission of Warrenton:

I nominate Carol Snell for re-appointment to Position #5 on the Warrenton City Parks Advisory Committee. Carol has been an active member of the parks board, as well as been involved in a lot of hands-on improvements across the city on her own, and with Spruce Up Warrenton. She's also the reason the library parking lot gets weeded and looks good. In Warrenton—a lot of activity has occurred with parks and trails. We've had a recent parks master plan update completed in a rather quick time, we've prioritized a trail connection west of Pt. Adams, we've begun to plan a park in Forest Rim, and we've begun work on parking and viewpoint improvements at Carruthers Park. We also had new equipment installed at Quincy Robinson park. That's the most accomplishments in 2 years I can remember any board making! Carol has been a part of all of that and if that isn't reason for reappointment, I don't know what is.

As such, I nominate her for appointment to the Parks Advisory Committee.

Sincerely,

Henry A. Balensifer III
Mayor



MEMORANDUM

November 24, 2020

To: City Commission of Warrenton
Re: Community Center and Parks Board Memberships

Community Center Board Positions Reduction:

I have gone through the records of the Community Center Board and can find no supporting evidence for why it has 7 members. Resolutions No. 640 (1987), No. 758 (1991), and No. 2372 (2012), and an update to the bylaws approved by the City Commission on 6/10/2014 all stipulate a 5 member board. The last change I remember was the 2014 resolution which enabled persons who worked in the city, but didn't live here to sit on the board. The authorizing resolutions provide for "no less than" a membership, but I see no need to continue considering 7 a full board, as it only hampers quorums.

Recommendation: Reduce the listed rosters from 7 to 5 for this board formally. While the commission retains the right to expand this, it will prevent the board and the commission and staff from confusing the core number required for a quorum (3 vs. 4).

Motion:

"I move to reduce the number of positions on the Community Board to 5 members total."

Parks Advisory Board Positions Flexibility:

I am working on new board rules and a procedures manual to help professionalize and standardize the procedures and rules for boards within the city. This will eventually provide needed flexibility to add or remove members as interest or big projects ebb and flow the needed number of board members on non-statutory boards.

The parks board was established in 2005 by ORD No. 1078-A, with an initial membership of 5. It was expanded to 7 members in 2008 by ORD No. 1118-A. It has since ebbed and flow in being a full board due to interest and level of activity.

Unlike the Community Center Board, which was created by resolution, the Parks Advisory board was created and governed by ordinance. In order to alter the rules and bylaws governing this board, we shall require an ordinance change. In my mind, boards are separated as 2 different entities: statutory boards as required by state statute (Planning and budget), and non-statutory/advisory boards that are not. Statutory boards should, as a matter of function, be put into place by ordinance; however I believe non-statutory boards should be created and amended by resolution as their chief and sole purpose is to advise the commission. This would mean a major overhaul of our boards, but I believe is worthwhile to consider.

I have no recommended motion at this time for this matter other a request to poll the commission on the record, as to whether or not to pursue work on such an overhaul of our boards. How the commission decides on this will dictate the level of effort I will put in to drafting new board policies to match the commission's prerogatives.

Future Action: If the commission feels a board overhaul and simplification would be beneficial or of interest to it, I can begin drafting a framework for this and submit it to staff for legal review and submission for commission consideration.

Thank you for your time and consideration of these matters:

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive style with a prominent flourish at the end.

Henry A. Balensifer III
Mayor