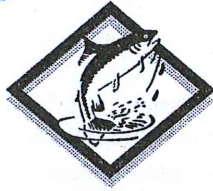


"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kevin A. Cronin, Community Development Director
DATE: For the agenda of January 8, 2019
SUBJ: Determination of nuisance—1940 S Main Avenue

SUMMARY

Warrenton Municipal Code 8.16.020 states that “No person shall cause or permit a nuisance affecting public health on property owned or controlled by the person.” Nuisances listed in this section include accumulations of debris, rubbish, manure and other refuse that are not removed within a reasonable time and that affect the health of the City.

WMC 8.16.040 Attractive Nuisances states that no owner, or person in charge of property shall permit “unguarded machinery, equipment or other devices that are attractive, dangerous and accessible to children.

WMC 8.16.060 Scattering rubbish prohibits persons from depositing on public or private property, rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench or fire hazard, detract from the cleanliness or safety of the property or would be likely to injure a person, animal or vehicle traveling on a public way.

WMC 8.16.120 Junk prohibits keeping junk outdoors on a street, lot, or premises. “Junk” means and includes all old motor[s], old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances, parts, old iron or other metal, glass paper, lumber, wood or other waste or

discarded material.

WMC 8.16.140 Unenumerated nuisances declares that the conditions described above are public nuisances and may be abated as established in WMC 8.16.150 through 8.16.210. In addition to the nuisances specifically enumerated in this chapter, every other thing, substance or act that is determined by the City Commission to be injurious or detrimental to the public health, safety or welfare of the City can be declared a nuisance and may be abated.

The yard at 1940 S Main Avenue is chronically littered and strewn with rubbish, trash, junk, inoperable vehicles, vehicle parts, boats, recreation vehicles, unguarded machinery and equipment, construction debris, tall grass, and the like. The attached photographs, taken November 7, 2018 show a variety of junk and waste on the subject property. All of this material in the yard which is unfenced and unprotected from the public generally and neighborhood children specifically. Furthermore, the buildings are designed for storage and have illegal resident tenants living inside the premises. The Building Official is working to resolve this issue through the Building Code. The property owner has hired an attorney to evict the tenants. Staff concludes that conditions at the subject address are consistent with and meet the intent of the descriptions of various nuisances, both enumerated and unenumerated.

The City Commission is charged with the responsibility and authority to determine whether a nuisance exists. This must be done in a public meeting, and after five days notice by letter to the owner or person in charge of the property. Staff provided a courtesy letter on November 14, 2018 and sent a letter of notification on December 13, 2018 by certified mail to the owner as identified in Clatsop County Assessor's records that this would be an agenda item at the January 8 City Commission meeting. The Police Department posted the site on December 13.

RECOMMENDATION/SUGGESTED MOTION

I move to declare that enumerated and unenumerated nuisances exist at 1940 S Main Ave, and direct staff to commence actions to notify the owner of record

and person responsible for the property to abate the nuisances within 10 days as prescribed in WMC 8.16.160.

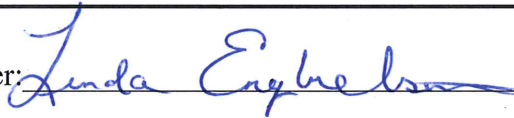
ALTERNATIVE

None recommended

FISCAL IMPACT

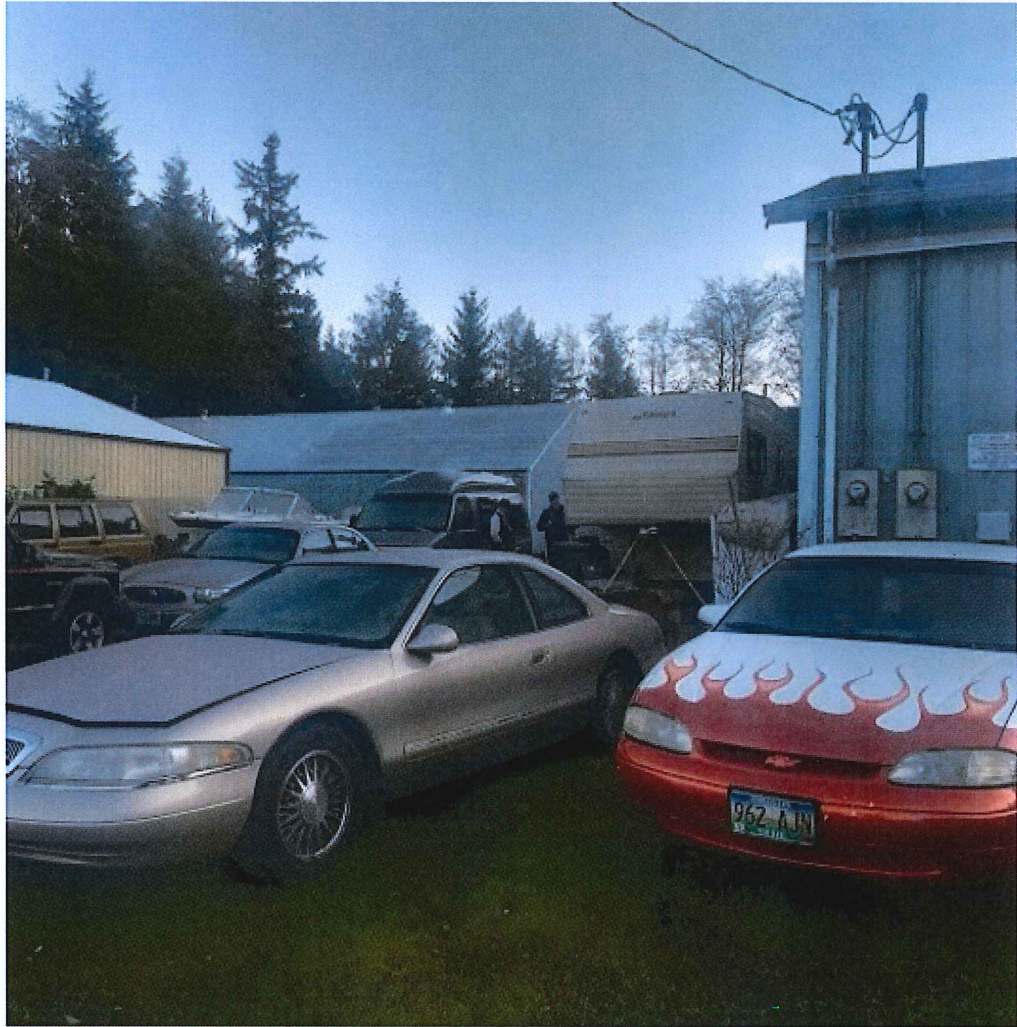
A potential fiscal impact exists, but cannot be quantified at this time. Should the owner or person responsible not abate the nuisance within the time allowed by code, the Commission may cause the nuisance to be abated by city personnel. The cost of performing that action would be based on the amount of time for collecting the material and the cost of disposal. This expense may be recovered by providing an invoice for the expense to the owner and persons responsible. WMC 8.16.200 authorizes the city place a lien on the property for the amount of the invoice if the invoice is not paid.

Approved by City Manager:



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







9-E

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kevin A. Cronin, Community Development Director
DATE: For the agenda of January 8, 2019
SUBJ: Determination of nuisance—1030 Third Avenue (Hammond)

SUMMARY

Warrenton Municipal Code 8.16.020 states that “No person shall cause or permit a nuisance affecting public health on property owned or controlled by the person.” Nuisances listed in this section include accumulations of debris, rubbish, manure and other refuse that are not removed within a reasonable time and that affect the health of the City.

WMC 8.16.040 Attractive Nuisances states that no owner, or person in charge of property shall permit “unguarded machinery, equipment or other devices that are attractive, dangerous and accessible to children.

WMC 8.16.060 Scattering rubbish prohibits persons from depositing on public or private property, rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench or fire hazard, detract from the cleanliness or safety of the property or would be likely to injure a person, animal or vehicle traveling on a public way.

WMC 8.16.120 Junk prohibits keeping junk outdoors on a street, lot, or premises. “Junk” means and includes all old motor[s], old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances, parts, old iron or other metal, glass paper, lumber, wood or other waste or

discarded material.

WMC 8.16.140 Unenumerated nuisances declares that the conditions described above are public nuisances and may be abated as established in WMC 8.16.150 through 8.16.210. In addition to the nuisances specifically enumerated in this chapter, every other thing, substance or act that is determined by the City Commission to be injurious or detrimental to the public health, safety or welfare of the City can be declared a nuisance and may be abated.

The yard at 1030 Third Avenue near Jetty Avenue is chronically littered and strewn with junk, inoperable vehicles, vehicle parts, boat, recreation vehicles, and the like. The attached photographs, taken January 2, 2019, illustrate the problems on the subject property. All of this material in the yard which is unfenced and unprotected from the public generally and neighborhood children specifically. Since September 2018, staff has worked with the property to resolve tall grass, derelict sign structures, and rubbish. However, staff concludes that conditions at the subject address are consistent with and meet the intent of the descriptions of various nuisances, both enumerated and unenumerated.

The City Commission is charged with the responsibility and authority to determine whether a nuisance exists. This must be done in a public meeting, and after five days notice by letter to the owner or person in charge of the property. Staff provided a courtesy “yellow tag” and met with the owner in September and sent a letter of notification on December 13, 2018 by certified mail to the owner as identified in Clatsop County Assessor’s records that this would be an agenda item at the January 8 City Commission meeting. The Police Department posted the site on December 13.

RECOMMENDATION/SUGGESTED MOTION

I move to declare that enumerated and unenumerated nuisances exist at 1030 Third Ave, and direct staff to commence actions to notify the owner of record and person responsible for the property to abate the nuisances within 10 days as prescribed in WMC 8.16.160.

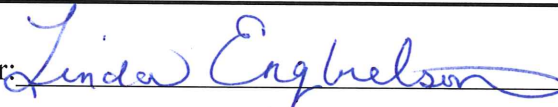
ALTERNATIVE

None recommended

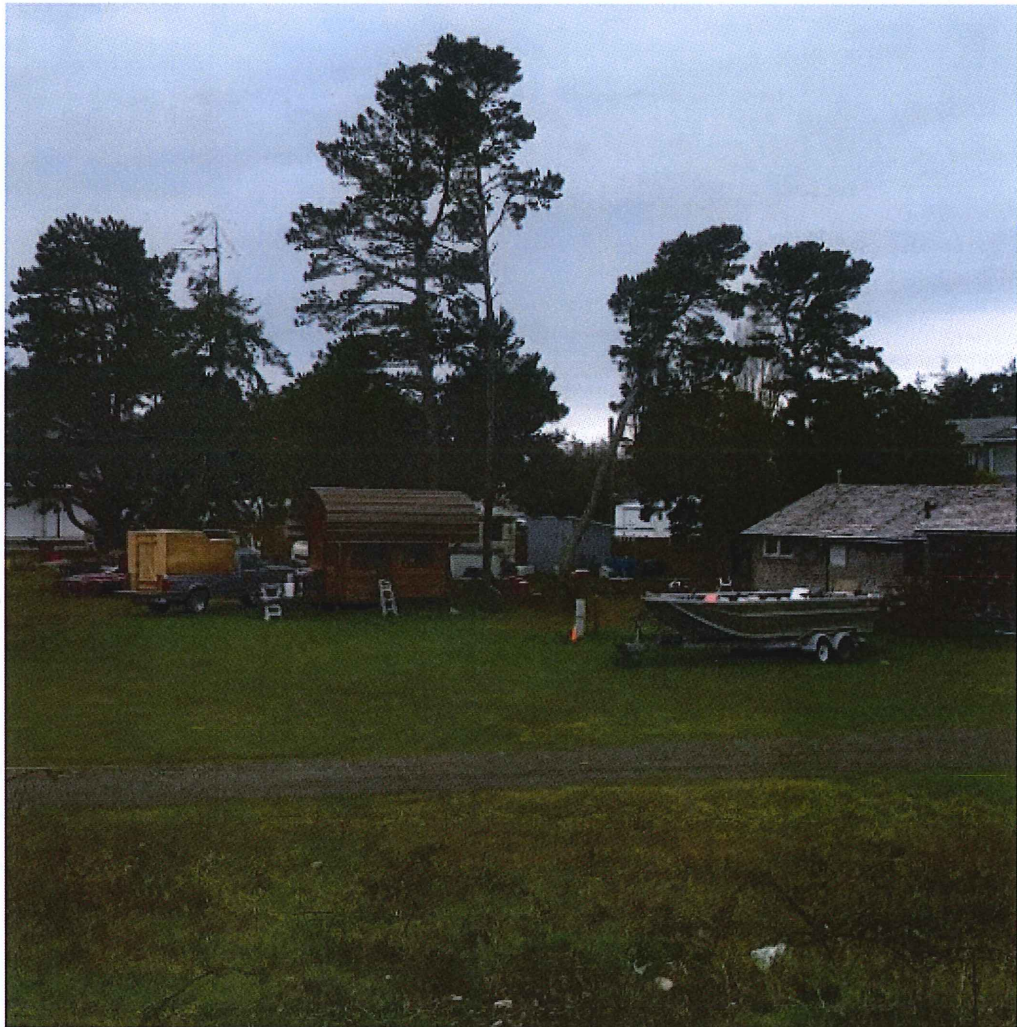
FISCAL IMPACT

A potential fiscal impact exists, but cannot be quantified at this time. Should the owner or person responsible not abate the nuisance within the time allowed by code, the Commission may cause the nuisance to be abated by city personnel. The cost of performing that action would be based on the amount of time for collecting the material and the cost of disposal. This expense may be recovered by providing an invoice for the expense to the owner and persons responsible. WMC 8.16.200 authorizes the city place a lien on the property for the amount of the invoice if the invoice is not paid.

Approved by City Manager:

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

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









CITY OF WARRENTON

9-F

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Mathew J. Workman, Chief of Police
DATE: January 8, 2019
SUBJ: Goods Contract for Purchase of Patrol Tahoes

SUMMARY

The Warrenton Police Department budgeted for two 2019 Chevrolet PPV 4x4 Police Tahoes to replace the two 2011 Police Tahoes. These Tahoes were purchased through Hubbard Chevrolet and are currently sitting on the dealership lot. The WPD solicited quotes from three vendors to install all of the safety equipment (lights, siren, camera, radar, cages, prisoner seats, etc) and received the following three quotes (2 quotes for two different vehicle configurations combined into one amount from each vendor):

- Day Wireless, Long View, WA, \$27,380.67
- Emergency Responder Services, Hillsboro, WA, \$25,946.58
- LEHR, Salem, OR, \$27,611.70

RECOMMENDATION/SUGGESTED MOTION

Approve the Goods and Services contract between Emergency Responder Services, Inc. and the City to complete the installation of equipment on the two 2019 Chevrolet PPV Police Tahoes and to have the Mayor and City Recorder sign the contract.

"I move to approve the Goods and Services contract between Emergency Responder Services, Inc. and the City of Warrenton to complete the installation of equipment on the two 2019 Chevrolet PPV 4x4 Police Tahoes and to have the Mayor and the City Manager sign the contract."

ALTERNATIVE

Do not approve the contract and do not get the equipment installed on the two 2019 Chevrolet Tahoes.

FISCAL IMPACT

The installation of equipment on the two police vehicles was budgeted in the FY 2018-2019 Budget.

ATTACHMENTS:

- City of Warrenton Contract for Goods and Services to be signed by the Mayor and City Recorder
- Copy of the two quotes from Emergency Responder Services

Approved by City Manager:

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

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

CONTRACT:

This Contract, made and entered into this ____ day of _____, 20____, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Emergency Responder Services, Inc 1204 6th St. North Nampa, ID 83687, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR SERVICES: (Title: 2019 Tahoe Builds)

- A. CONTRACTOR shall provide services for the City of Warrenton, as outlined in its attached Estimate #M2466 & M2467 quote, dated November 13, 2018, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$25,946.58 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONTRACTOR may submit invoice via email to ap@ci.warrenton.or.us. CITY pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part

of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

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

deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. 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.

22. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR 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

BY: _____
Henry Balensifer, Mayor Date

ATTEST:

Dawne Shaw, City Recorder Date

CONTRACTOR:

BY: _____
Date



ERS
 Emergency Responder Services, Inc
 1204 6th St North
 Nampa, ID 83687

Estimate

Date	Estimate #
11/12/2018	M2466

Estimate Prepared For:

WARRENTON POLICE DEPARTMENT
 225 S. MAIN ST
 WARRENTON, OR 97146

Questions?

Please refer to your Estimate # when calling your ERS Sales Representative. Your rep can be reached on location at Ph: (208) 362-1741 or Fx: (208) 562-1318

Thank you for considering us!

To see more ways we can serve you, please visit our website:
www.ERSINC-NW.COM

THIS IS NOT A BILL. All Estimates are valid for a period of 30 days. After 30 days, please re-confirm as all pricing is subject to change. If any changes are necessary, final figures will be available prior to the onset of signing. Please do not hesitate to contact us should you have any further needs.

Customer Reference #

Item	Description	Rate	Qty	Total
	2019 CHEVROLET TAHOE (PATROL)			
CERIDIAN DUO 5...	WHELEN CERIDIAN DUO COLOR LED LIGHTBAR, 54". DUO COLOR ON ALL SIDES, INCLUDES SUPER TAKEDOWN AND DIRECTIONAL STICK. INCLUDES STRAP KIT	1,375.00	1	1,375.00
ENT2B3RBW	SOUNDOFF SIGNAL INTERSECTOR LED UNDER MIRROR LIGHT, RED/BLUE/WHITE (SIDE MIRROR)	199.00	2	398.00
DLL-41-R/B	ERS DLL-41-R/B LED WARNING LIGHT, SPLIT COLOR, RED/BLUE, CHOICE OF SUCTION CUP OR SCREW MOUNT (REAR SIDE WINDOW)	85.00	2	170.00
SAP002RB	ERS LOW PROFILE SURFACE MOUNT WARNING LIGHT, RED/BLUE (RUNNING BOARD)	75.00	6	450.00
DLL-41-R/B	ERS DLL-41-R/B LED WARNING LIGHT, SPLIT COLOR, RED/BLUE, CHOICE OF SUCTION CUP OR SCREW MOUNT (REAR WINDOW)	85.00	2	170.00
H-2209RW	FENIEX CANNON 120 LED HIDE-A-WAY, RED/WHITE (REVERSE LIGHT)	99.00	1	99.00
H-2209BW	FENIEX CANNON 120 LED HIDE-A-WAY, BLUE/WHITE (REVERSE LIGHT)	99.00	1	99.00
ERSLPLIGHT	ERS LICENSE PLATE WARNING LIGHT W/ FOUR 6-LED WARNING LIGHT HEADS. RED/BLUE	260.00	1	260.00
FHL-TAIL	FEDERAL SIGNAL TAILLIGHT FLASHER, UNIVERSAL	70.00	1	70.00
SAP002RB	ERS LOW PROFILE SURFACE MOUNT WARNING LIGHT, RED/BLUE (REAR HATCH)	75.00	2	150.00
BK2019TAH15	SETINA PB450L4 BUSH BUMPER WITH INTERGRADED WHELEN ION LIGHTS--2015 CHEVROLET TAHOE	750.00	1	750.00
IPX630B-BRW	FEDERAL SIGNAL IPX6 IMPAXX LED WARNING LIGHT, TRI-COLOR, RBW (FRONT LIGHT AND FOG LIGHT)	175.00	2	350.00
IPX-PBL1	FEDERAL SIGNAL UNIVERSAL BRACKET FOR THE IMPAX/VIPER EXT	17.50	2	35.00
SA315P	WHELEN SA315P 100 WATT COMPACT SIREN SPEAKER	150.00	1	150.00
SAK63D	WHELEN SIREN SPEAKER MOUNTING BRACKET, FOR THE 2017+ CHEVROLET TAHOE	39.00	1	39.00
PK0373TAH15	SETINA 6VS RP PRISONER PARTITION W/ POLYCARBONATE WINDOW AND RECESSED PANEL. FOR THE 2015+ CHEVROLET TAHOE	575.00	1	575.00
QK0635TAH15	SETINA FULL COVER TRANSPORT SEAT TPO PLASTIC, WITH #12 EXPANDED METAL CARGO PARTITION & CENTER PULL SEAT BELT SYSTEM--CHEVROLET TAHOE	850.00	1	850.00
Total				



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, ID 83687

Estimate

Date	Estimate #
11/12/2018	M2466

Estimate Prepared For:

WARRENTON POLICE DEPARTMENT
225 S. MAIN ST
WARRENTON, OR 97146

Questions?

Please refer to your Estimate # when calling your ERS Sales Representative.
Your rep can be reached on location at
Ph: (208) 362-1741 or Fx: (208) 562-1318

Thank you for considering us!

To see more ways we can serve you, please visit our website:
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After 30 days, please re-confirm as all pricing is subject to change. If any changes are necessary, final figures will be available prior to the onset of signing.
Please do not hesitate to contact us should you have any further needs.

Customer Reference #

Item	Description	Rate	Qty	Total
WK0514TAH15	SETINA WINDOW BARRIER VS, STEEL VERTICAL. FOR THE 2015 CHEVROLET TAHOE	199.00	1	199.00
DK0100TAH15	SETINA TPO DOOR PANELS--FOR THE 2015+ CHEVROLET TAHOE	199.00	1	199.00
TK0244TAH15	SETINA CARGO TRUNK TRAY--REAR CARGO--TFN TRAY FIXED W/ NO LOCK-BSC LOCK--2015 CHEVROLET TAHOE	789.00	1	789.00
TPA9289	SETINA CARGO RADIO TRAY W/ NO LOCK	310.00	1	310.00
GK10342UHKSSC...	SETINA DUAL WEAPON MOUNT WITH (2) EXTRA LARGE UNIVERSAL GUNLOCKS. W/ OVERRIDE HANDCUFF KEY	379.00	1	379.00
MISC	HAVIS CENTER CONSOLE (DEPARTMENT SUPPLIED)	0.00	1	0.00
MISC	KENWOOD POLICE RADIO AND FACE PLATE (DEPARTMENT SUPPLIED)	0.00	1	0.00
295SDA1	WHELEN 295SDA1 DUAL TONE SIREN/ LIGHT CONTROLLER W/ FULL FEATURE CONTROL HEAD. REMOTE HEAD UNIT. 100W AND 200W OUTPUT	525.00	1	525.00
BR-930-WP	ERS THREE OUTLET CIGAR PLUGS WITH PLUG	20.65	1	20.65
MISC	QC 3.0 USB CHARGER CAR POWER SOCKET. TWO OUTLET	29.00	2	58.00
MISC	USB, AUX, SD CARD READER (SUPPLIED WITH VEHICLE)	0.00	1	0.00
C-1800	HAVIS SHIELD 18" CONSOLE COMPLETE W/MOUNTING BRACKETS	168.66	1	168.66
C-TMW-GMC-03	HAVIS SHIELD 28" FLOOR PLATE FOR THE 2015 CHEVROLET TAHOE/ SILVERADO	83.48	1	83.48
C-CUP2-I	HAVIS SHIELD 4" HIGH PLATE W/TWO CUP HOLDERS INTERNAL MOUNT	40.00	1	40.00
C-AP-0325-L	HAVIS SHIELD 3" ACCESSORY POCKET W/ HINGED LID & LOCK, 2.5" DEEP	75.00	1	75.00
C-ARM-103	HAVIS SHIELD ARMREST FOR TOP MOUNT, CONSOLE, LARGE PAD	85.00	1	85.00
PL-RWO	BROOKINGS LED DOME LIGHT, RED/WHITE	40.00	1	40.00
MISC	RADAR (DEPARTMENT SUPPLIED)	0.00	1	0.00
MISC	WATCHGUARD VIDEO SYSTEM (DEPARTMENT SUPPLIED)	0.00	1	0.00
PDU8S	D AND R ELECTRONICS POWER DISTRIBUTION WITH TIMER OUTPUT.	325.00	1	325.00
ERSCB1	ERS 150 AMP RESETTABLE BREAKER	55.00	1	55.00
MISC PARTS & M...	MISC. PARTS AND MATERIALS	150.00	1	150.00
SHIPPING	SHIPPING AND HANDLING	400.00	1	400.00
LABOR	LABOR/INSTALLATIONS	76.00	44	3,344.00
Total				\$13,235.79



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, ID 83687

Estimate

Date	Estimate #
11/13/2018	M2467

Estimate Prepared For:

WARRENTON POLICE DEPARTMENT
225 S. MAIN ST
WARRENTON, OR 97146

Questions?

Please refer to your Estimate # when calling your ERS Sales Representative.
Your rep can be reached on location at
Ph: (208) 362-1741 or Fx: (208) 562-1318

Thank you for considering us!

To see more ways we can serve you, please visit our website:
www.ERSINC-NW.COM

THIS IS NOT A BILL. All Estimates are valid for a period of 30 days. After 30 days, please re-confirm as all pricing is subject to change. If any changes are necessary, final figures will be available prior to the onset of signing. Please do not hesitate to contact us should you have any further needs.

Customer Reference #

Item	Description	Rate	Qty	Total
	2019 CHEVROLET TAHOE (UNMARKED)			
ISFW38Z	WHELEN INNER EDGE FST WECAN VISOR LIGHT, TEN LAMP, UPPER FRONT TWO PIECE UNIT. INCLUDES TWO LED FLASHING/TAKEDOWNS. FOR THE 2013+ FORD INTERCEPTOR SEDAN	850.00	1	850.00
ENT2B3RBW	SOUNDOFF SIGNAL INTERSECTOR LED UNDER MIRROR LIGHT, RED/BLUE/WHITE (SIDE MIRROR)	199.00	2	398.00
DLL-41-R/B	ERS DLL-41-R/B LED WARNING LIGHT, SPLIT COLOR, RED/BLUE, CHOICE OF SUCTION CUP OR SCREW MOUNT (REAR SIDE WINDOW)	85.00	2	170.00
SAP002RB	ERS LOW PROFILE SURFACE MOUNT WARNING LIGHT, RED/BLUE (RUNNING BOARD)	75.00	6	450.00
DLL-41-R/B	ERS DLL-41-R/B LED WARNING LIGHT, SPLIT COLOR, RED/BLUE, CHOICE OF SUCTION CUP OR SCREW MOUNT (REAR WINDOW)	85.00	2	170.00
H-2209RW	FENIEX CANNON 120 LED HIDE-A-WAY, RED/WHITE (REVERSE LIGHT)	99.00	1	99.00
H-2209BW	FENIEX CANNON 120 LED HIDE-A-WAY, BLUE/WHITE (REVERSE LIGHT)	99.00	1	99.00
ERSLPLIGHT	ERS LICENSE PLATE WARNING LIGHT W/ FOUR 6-LED WARNING LIGHT HEADS. RED/BLUE	260.00	1	260.00
FHL-TAIL	FEDERAL SIGNAL TAILLIGHT FLASHER, UNIVERSAL	70.00	1	70.00
SAP002RB	ERS LOW PROFILE SURFACE MOUNT WARNING LIGHT, RED/BLUE (REAR HATCH)	75.00	2	150.00
BK2019TAH15	SETINA PB450L4 BUSH BUMPER WITH INTERGRADED WHELEN ION LIGHTS--2015 CHEVROLET TAHOE	750.00	1	750.00
IPX630B-BRW	FEDERAL SIGNAL IPX6 IMPAXX LED WARNING LIGHT, TRI-COLOR, RBW (FRONT LIGHT AND FOG LIGHT)	175.00	2	350.00
IPX-PBL1	FEDERAL SIGNAL UNIVERSAL BRACKET FOR THE IMPAX/VIPER EXT	17.50	2	35.00
SA315P	WHELEN SA315P 100 WATT COMPACT SIREN SPEAKER	150.00	1	150.00
SAK63D	WHELEN SIREN SPEAKER MOUNTING BRACKET, FOR THE 2017+ CHEVROLET TAHOE	39.00	1	39.00
PK0373TAH15	SETINA 6VS RP PRISONER PARTITION W/ POLYCARBONATE WINDOW AND RECESSED PANEL. FOR THE 2015+ CHEVROLET TAHOE	575.00	1	575.00
QK0635TAH15	SETINA FULL COVER TRANSPORT SEAT TPO PLASTIC, WITH #12 EXPANDED METAL CARGO PARTITION & CENTER PULL SEAT BELT SYSTEM--CHEVROLET TAHOE	850.00	1	850.00
Total				



ERS
 Emergency Responder Services, Inc
 1204 6th St North
 Nampa, ID 83687

Estimate

Date	Estimate #
11/13/2018	M2467

Estimate Prepared For:

WARRENTON POLICE DEPARTMENT
 225 S. MAIN ST
 WARRENTON, OR 97146

Questions?

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Thank you for considering us!

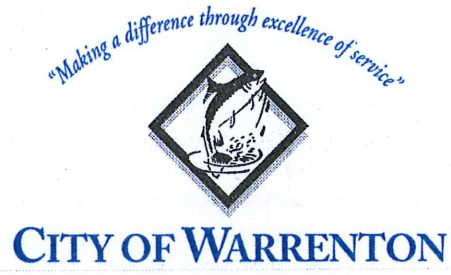
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Customer Reference #

Item	Description	Rate	Qty	Total
WK0514TAH15	SETINA WINDOW BARRIER VS, STEEL VERTICAL. FOR THE 2015 CHEVROLET TAHOE	199.00	1	199.00
DK0100TAH15	SETINA TPO DOOR PANELS--FOR THE 2015+ CHEVROLET TAHOE	199.00	1	199.00
TK0244TAH15	SETINA CARGO TRUNK TRAY--REAR CARGO--TFN TRAY FIXED W/ NO LOCK-BSC LOCK--2015 CHEVROLET TAHOE	789.00	1	789.00
TPA9289	SETINA CARGO RADIO TRAY W/ NO LOCK	310.00	1	310.00
GK10342UHKSSC...	SETINA DUAL WEAPON MOUNT WITH (2) EXTRA LARGE UNIVERSAL GUNLOCKS. W/ OVERRIDE HANDCUFF KEY	379.00	1	379.00
MISC	HAVIS CENTER CONSOLE (DEPARTMENT SUPPLIED)	0.00	1	0.00
MISC	KENWOOD POLICE RADIO AND FACE PLATE (DEPARTMENT SUPPLIED)	0.00	1	0.00
295SDA1	WHELEN 295SDA1 DUAL TONE SIREN/ LIGHT CONTROLLER W/ FULL FEATURE CONTROL HEAD. REMOTE HEAD UNIT. 100W AND 200W OUTPUT	525.00	1	525.00
BR-930-WP	ERS THREE OUTLET CIGAR PLUGS WITH PLUG	20.65	1	20.65
MISC	QC 3.0 USB CHARGER CAR POWER SOCKET. TWO OUTLET	29.00	2	58.00
MISC	USB, AUX, SD CARD READER (SUPPLIED WITH VEHICLE)	0.00	1	0.00
C-1800	HAVIS SHIELD 18" CONSOLE COMPLETE W/MOUNTING BRACKETS	168.66	1	168.66
C-TMW-GMC-03	HAVIS SHIELD 28" FLOOR PLATE FOR THE 2015 CHEVROLET TAHOE/ SILVERADO	83.48	1	83.48
C-CUP2-I	HAVIS SHIELD 4" HIGH PLATE W/TWO CUP HOLDERS INTERNAL MOUNT	40.00	1	40.00
C-AP-0325-L	HAVIS SHIELD 3" ACCESSORY POCKET W/ HINGED LID & LOCK, 2.5" DEEP	75.00	1	75.00
C-ARM-103	HAVIS SHIELD ARMREST FOR TOP MOUNT, CONSOLE, LARGE PAD	85.00	1	85.00
PL-RWO	BROOKINGS LED DOME LIGHT, RED/WHITE	40.00	1	40.00
MISC	RADAR (DEPARTMENT SUPPLIED)	0.00	1	0.00
MISC	WATCHGUARD VIDEO SYSTEM (DEPARTMENT SUPPLIED)	0.00	1	0.00
PDU8S	D AND R ELECTRONICS POWER DISTRIBUTION WITH TIMER OUTPUT.	325.00	1	325.00
ERSCB1	ERS 150 AMP RESETTABLE BREAKER	55.00	1	55.00
MISC PARTS & M...	MISC. PARTS AND MATERIALS	150.00	1	150.00
SHIPPING	SHIPPING AND HANDLING	400.00	1	400.00
LABOR	LABOR/INSTALLATIONS	76.00	44	3,344.00
Total				\$12,710.79

9-G



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: January 8, 2019
SUBJ: Leitch/Campbell Lease – Storage – Situs: 60 NE Iredale, Warrenton

SUMMARY

Attached is a *Lease Assignment* from the estate of George Campbell to Paul Leitch for interest in the lease with the City of Warrenton for the property located at 60 NE Iredale, otherwise known as "Fishermen's Storage." City legal counsel has been working with counsel for Mr. Campbell's estate and for Mr. Leitch. The lease requires that written consent for any assignment is required (*which consent will not be unreasonably withheld*). Property taxes and lease payments are current. This lease terminates in 2036 with an additional 10 year option.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the Lease Assignment from the estate of George R. Campbell to Paul Leitch for the property located at 60 NE Iredale."

ALTERNATIVE

None recommended.

FISCAL IMPACT

Lease payments are \$ 586.15 per month and increase every January (this reflects January 19 increase), based on a percentage determined by the CPI-U, US City Average. Lease Payments were reallocated several years ago from the General Fund to the Warrenton Marina for properties "related" to the marina.

LEASE ASSIGNMENT

This Lease Assignment ("Assignment"), dated as of October 1, 2018 ("Effective Date"), is entered into by and among George R. Campbell, deceased, through the duly-appointed executor of his estate ("Assignor"), Paul Angelo Leitch ("Assignee"), with reference to the following facts:

- A. On November 9, 2006, the City of Warrenton, Oregon ("Landlord"), George Campbell and Assignee entered into a Lease ("Lease"), attached hereto as Exhibit A;
- B. Mr. Campbell passed away in 2017; and,
- C. The parties desire that Assignor transfer all of its interests and obligations in the Lease to Assignee, pursuant to the provisions of this Assignment and consistent with the terms of the Lease.

Based on the premises above and the promises below, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1 Assignment. As of the Effective Date: (1) Assignor does hereby assign, transfer, and convey to Assignee all of Assignor's rights, title, and interests in, to, and under the Lease; (2) Assignee does hereby accept the assignment of the Lease from Assignor; (3) Assignee does hereby assume all of Assignor's obligations and liabilities under the Lease; (4) Assignee does hereby accept "AS IS" all of the premises covered by the Lease;

Section 2 Estoppel. As of the Effective Date, Assignor does hereby represent and warrant to Assignee that: (1) the Lease remains in full force and effect and has not been changed, modified, or amended; (2) all amounts owed or payable by Assignor to Landlord under the Lease have been paid; and (3) to Assignor's actual knowledge, there is no existing default (including any default that may arise by the passage of time or the giving of notice), defense, offset, or claim under the Lease.

Section 3 Indemnity. "Claims" means, collectively, all claims, demands, liabilities, disputes, causes of action, proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, damages, costs, expenses, attorneys' fees (whether incurred at trial, on appeal, or otherwise), and losses, whether known, unknown, asserted, unasserted, presently existing, arising in the future, fixed, conditional, or contingent, that arise from or relate to the Lease. "Assignor Parties" means, collectively, Assignor and his estate, and their agents, representatives, employees, affiliates, heirs, successors, and assigns. "Assignee Parties" means, collectively, Assignee and its agents, representatives, employees, managers, owners, affiliates, successors, and assigns. Assignee must indemnify, defend, and hold harmless the Assignor Parties from and against any and all Claims that are based on any fact or circumstance occurring on or after the Effective Date.

Section 4 Representations. As of the Effective Date, each party represents and warrants to all other parties that: (1) it has the legal power and authority to enter into this Assignment and to undertake and perform all of its duties and obligations hereunder; (2) there is no contract or any other legal obligation that prevents it from entering into this Assignment or from undertaking or performing all of its duties and obligations hereunder; and (3) this Assignment is its legally binding and fully enforceable agreement.

Section 5 Further Assurances. All parties must take all reasonable actions and must execute, deliver, and provide to the requesting party all reasonable additional instruments and other documents to confirm and carry out all provisions of this Assignment.

Section 6 General Provisions. This Assignment contains the complete, final, and exclusive integrated agreement among the parties with respect to its subject matter. An amendment to this Assignment must be written and signed by every party. No waiver of any provision or breach of this Assignment is a waiver of any other provision or breach. All rights and remedies for any breach of this Assignment are cumulative and nonexclusive. This Assignment is governed by, and must be construed and enforced in accordance with, the laws of the State of Oregon, excluding principles of conflict of law. For all disputes relating to this Assignment, each party consents to the jurisdiction of the courts of the State of Oregon and agrees that those courts have personal jurisdiction over each party. This Assignment has been drafted jointly by the parties and must be construed to be neither against nor in favor of any party, but rather in accordance with the fair meaning hereof. The headings in this Assignment do not affect the interpretation of this Assignment. Plural terms refer to all members of the relevant class, and singular terms refer to any one or more members of the relevant class. "Or" is not exclusive in its meaning. "Hereunder," "hereof," and similar terms refer to this Assignment as a whole and not merely to the specific paragraph where it appears. "Including" means "including, but not limited to." All representations, warranties, and covenants contained in this Assignment are deemed material and survive the Effective Date until the expiration of the applicable statute of limitations. Time is of the essence with respect to the full performance by each party of each of its duties and obligations arising under this Assignment. This Assignment may be signed in counterparts, and emailed signatures and facsimile signatures are acceptable.

The parties execute this Assignment as of the Effective Date.

Estate of George R. Campbell, Assignor:
By: _____
Name/Title: _____

Paul Angelo Leitch, Assignee:

Approval by the City of Warrenton, Landlord:
By: _____
Name/Title: _____

SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

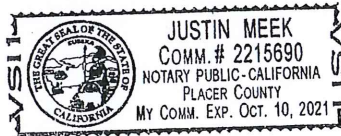
State of California
County of Placer

On 12-17-18 before me, Justin Meek Notary Public
(insert name and title of the officer)

personally appeared Pamlyn Cooper,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

LEASE AMENDMENT (Jms)

This lease amendment is made this 1st day of ~~August~~ October, 2014, by City of Warrenton, a municipal corporation of the State of Oregon, hereinafter referred to as "Landlord," and Paul Leitch and George R. Campbell, hereinafter referred to as "tenant," to that lease agreement originally entered into November 9, 2006, for that property described in Exhibits "A" and "B" attached hereto. The parties hereby amend the lease in the following particulars as follows:

(2) RENT

Beginning September 1, 2014, basic rent shall be the sum of \$542.00 per month, due and payable on the first day of the month at Warrenton City Hall, Warrenton, Oregon. A \$20 late fee will be assessed if not received by the 10th of the month. The basic rent shall be adjusted thereafter every January of each year by a percentage determined by the CPI-U, US City Average, for November of the preceding year. In no event shall this provision operate to decrease the rent for the premises below the basic rent set as of September 1, 2014.

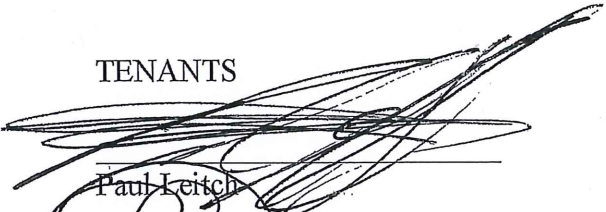

All other terms and conditions of the lease are hereby ratified and confirmed.

AGREED TO AND ACCEPTED

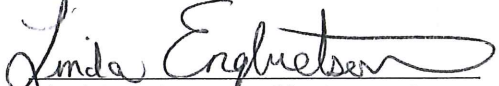
CITY OF WARRENTON


Kurt Fritsch, City Manager

TENANTS


Paul Leitch

George R. Campbell

ATTEST


Linda Engbretson, City Recorder

MEMORANDUM OF LEASE AGREEMENT
CITY OF WARRENTON, an Oregon Municipal Corporation, LANDLORD
PAUL LEITCH and GEORGE R. CAMPBELL, TENANTS

After recording return to:

City of Warrenton
P.O. Box 250
Warrenton, Oregon 97146

Send Tax Statements to Tenant at:

PO Box 546
Warrenton, OR 97146



Recording Instrument #: 200612684
Recorded By: Clatsop County Clerk
of Pages: 2 Fee: 31.00
Transaction date: 11/9/2006 15:44:51
Deputy: tromeyn

Fidelity 14-10990

MEMORANDUM OF LEASE AGREEMENT

By an instrument in writing dated November 9th, 2006, CITY OF WARRENTON, an Oregon Municipal Corporation, Landlord, lease and grant to **PAUL LEITCH and GEORGE R. CAMPBELL**, Tenant is leasing the following described property ~~and as shown on the attached Exhibit A:~~

Beginning at the Southwest corner of Lot 15, Block 24, in the Plat of First Warrenton of East Warrenton, in the City of Warrenton, County of Clatsop, State of Oregon;
Thence South 82° 59' East along a line parallel with and 40 feet right angle distance North of the South boundary of Railroad Avenue 312.43 feet to an intersection with the Southerly projection of the East boundary of Lot 11, Block 25, First Warrenton of East Warrenton;
Thence North 00° 11' West 38.0 feet;
Thence South 88° 12' West 60.00 feet;
Thence North 36° 51' West 67.0 feet;
Thence North 22° 35' West 41.00 feet;
Thence North 16° 26' West 29.0 feet;
Thence North 28° 11' West 30.5 feet;
Thence North 84° 38' West 32.5 feet;
Thence South 61° 44' West 26.0 feet;
Thence South 52° 11' West 19.5 feet;
Thence South 63° 07' West 29.0 feet;
Thence North 89° 18' West 75.3 feet to the West boundary of Lot 2, said Block 24;
Thence South 00° 11' East along the West boundary of said Lots 2 and 15, a distance of 110.7 feet to the point of beginning;
Containing 31,900 square feet, more or less.
Situation Address: 60 NE Iredale, Warrenton, Oregon 97146
Tax Acct.: 3004 81022BD 02600, 02680, 02700 #31236-31239

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.
IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505. ORS 358.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OF SALE OR TRANSFER OF THIS PROPERTY.

This Memorandum is executed to evidence and confirm the Lease Agreement referred to above.

The Lease Agreement expires pursuant to the terms and conditions contained therein on December 30, 2036, unless renewed.

Tenant is responsible for all real property and personal property taxes for the property leased herein during the term of this Lease.

Dated: November 9, 2006

Landlord:
CITY OF WARRENTON,
an Oregon Municipal Corporation

Tenant:

Gilbert Gramson
Gilbert Gramson, Mayor

[Signature]
Paul Leitch

Attest: *Ed Madere*
Ed Madere, City Manager

[Signature]
George R. Campbell

STATE OF OREGON)
) ss.
County of Clatsop)

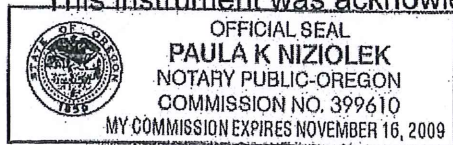


On this 9th day of November 2006, personally appeared Gilbert Gramson and Edward Madere who, each being first duly sworn, did say that he, Gilbert Gramson, is the Mayor of the City of Warrenton; and that he, Edward Madere, is the City Manager of the City of Warrenton, a municipal corporation, that said instrument was signed in behalf of the City by authority of its City Council and they acknowledged said instrument to be its voluntary act and deed.

Before me: *Linda Engbretson*
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Clatsop)

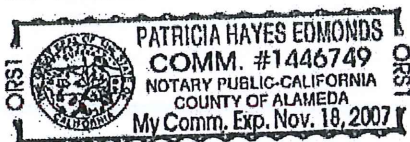
This instrument was acknowledged before me on November ^{9th} 2006, by PAUL LEITCH.



Before me: *Paula K. Niziolek*
Notary Public for Oregon

CALIFORNIA
STATE OF OREGON)
ALAMEDA) ss.
County of Clatsop)

This instrument was acknowledged before me on November ^{7th} 2006, by GEORGE R. CAMPBELL.



Before me: *Patricia Hayes Edmonds*
Notary Public for Oregon
CALIFORNIA

LEASE AGREEMENT

City of Warrenton

THIS AGREEMENT, made and entered into this 9 day of Nov. 2006, by and between the CITY OF WARRENTON, a municipal corporation of the State of Oregon, hereinafter called "LANDLORD," and Paul Leitch and George R. Campbell, hereinafter called "LESSEES."

IN CONSIDERATION of the covenants herein contained to be kept and performed by the LESSEES, LANDLORD does hereby lease, demise, and let unto the LESSEES that certain tract of land in the City of Warrenton, described as follows: (see also Exhibits "A" and "B" attached hereto).

Beginning at the southwest corner of Lot 15, Block 24, in the plat of FIRST EXTENSION OF EAST WARRENTON, County of Clatsop, State of Oregon; thence, South 82' 59"E along a line parallel with and 40 feet right angle distance north of the south boundary of Railroad Avenue 312.43 feet to an intersection with the southerly projection of the east boundary of Lot 11, Block 25, FIRST EXTENSION OF EAST WARRENTON; thence N00 11' W 38.0 feet; thence S88 12'W 60.00 feet; thence N36 51'W 67.0 feet; thence N22 35"W 41.0 feet; thence N16 26'W 29.0 feet; thence, N28 11'W 30.5 feet; N84 38'W 32.5 feet; thence S61 44'W 26.0 feet; thence S52 11'W 19.5 feet; thence S63 07'W 29.0 feet; thence N89 18'W 75.3 feet; to the west boundary of Lot 2, said Block 24; thence S00 11'E along the west boundary of said Lots 2 and 15, a distance of 110.7 feet to the point of beginning; containing 31,900 square feet, more or less.

(1) TERM OF LEASE

The term of this lease shall commence on the first day of December 2006 and continue through the 30th day of December, 2036. If the lease is not then in default, LESSEES shall have the option to renew this lease for a period of ten (10) additional years at rental in accordance with paragraph (2) hereunder. To exercise this option, LESSEES must give a 90-day notice of renewal; failure to provide such notice will result in any extension of tenancy to be on a month-to-month basis and not an automatic lease renewal.

(2) RENT

The basic rent shall be the sum of \$236.05 per month, due and payable on the first day of the month, commencing December 1, 2006, at Warrenton City Hall, Warrenton, Oregon. A \$20.00 late fee will be assessed if not received by the 10th of the month. The basic rent shall be adjusted every January of each year by a percentage determined by the Portland, Oregon, Consumer Price Index for November of the preceeding year, through the year of 2013. Rent for the years 2014 through 2019 will be charged at ½ of 1% per month (6% annual) of the Real Market Value of the land based on that year's Clatsop County Assessor's Property Index. The annual rental rate will increase every five years thereafter by 1% of the Real Market Value until a maximum of 9% has been obtained: 2014 -2019 6% of Real Market Value; 2020-2024 7% of Real Market Value; 2025-2029 8% of Real Market Value; 2030-2036 9% of Real Market Value.

An independent appraisal may be done at the expense of the leasees, if requested by the leasees. The rent will be based on the appraisal. The City may also, at its own expense, request an independent appraisal to base the rental value.

(3) USE OF PREMISES

The premises shall be used for operations permitted by the Land Use Regulations of the City of Warrenton, and for no other purpose. LESSEES pledges to make no unlawful or offensive use of said premises; to permit no waste; to comply with all laws, ordinances and regulations of any public authority; to promptly pay all light, power and any other utilities on the premises; and to keep the premises neat and orderly.

(4) LANDLORD'S RIGHT OF ENTRY

It shall be lawful for the LANDLORD, its agents and representatives, at any reasonable time, to enter into or upon said demised premises for the purpose of examining the condition thereof, or any other lawful purpose.

(5) LIENS

LESSEES will not permit any lien of any kind, type or description to be placed or imposed upon the leased premises or any part thereof.

(6) UTILITIES

LANDLORD will provide water service to the property boundary. Hook up and all water service will be at LESSEES'S expense. All electrical service and other utilities will be supplied by LESSEES and installed at his sole expense.

LANDLORD shall charge LESSEES for garbage disposal based on LANDLORD'S current rates for quantity picked up.

(7) INSURANCE

LESSEES agree to, and shall indemnify and hold LANDLORD harmless against, any and all claims and demands arising from the negligence of LESSEES, his agents, invitees and/or employees, as well as those arising from LESSEES's failure to comply with any covenant of this lease on its part to be performed, and shall at its own expense defend LANDLORD against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against LANDLORD in any such suit or action.

LESSEES, upon execution of this lease, at his own expense, agrees to maintain and keep in effect, and shall provide LANDLORD with a policy evidencing comprehensive general public liability coverage with limits not less than one million dollars (\$1,000,000.00) per person and name LANDLORD as co-insured.

(8) DEFAULT

In the event of failure by LESSEES to comply with any term or condition of this lease within ten (10) days after written notice by LANDLORD specifying the nature of the default, LANDLORD, at its option, may elect to terminate the lease and LESSEES agrees to vacate the premises, within 30 days of notice and perform any necessary clean-up. LANDLORD may then take possession of the premises and re-rent the premises. LANDLORD shall be entitled to recover, as damages, the reasonable costs of re-entry and re-renting as stated above. The foregoing remedy shall be in addition to any other remedies available to LANDLORD under applicable law.

(9) DAMAGES

In the event of termination on default, LANDLORD shall be entitled to recover immediately, without waiting until the due date of any future rent, the following amounts as damages:

- (a) The value of all LESSEES'S obligations under this lease, including the obligation to pay rent from the date of default until the end of the term; and
- (b) The reasonable costs of re-entry and re-letting including, without limitation, the cost of any clean-up, removal of LESSEES's property and fixtures, or any other expenses occasioned by LESSEES's failure to quit the premises upon termination and to leave them in the required condition, together with any restoration costs, attorney fees, court costs, etc.

(10) DELIVERING UP PREMISES UPON TERMINATION

At the expiration of said term, or upon any sooner termination thereof, LESSEES will quit and deliver up said leased premises, peaceably, quietly and in good order and condition, and will remove any structures erected by LESSEES on the property. Any improvements remaining on the property at termination shall become the property of the LANDLORD, at LANDLORD's option.

(11) NON-WAIVER

Waiver by LANDLORD of strict performance of any provision of the lease shall not be a waiver of or prejudice LANDLORD'S right to require strict performance of the same provision in the future or of any other provision.

(12) ATTORNEY FEES

In the event suit or action is instituted to enforce any of the terms of this lease, 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.

If any party to this lease places it in the hands of an attorney for collection or enforcement of the covenants contained herein, as a consequence of a default, as defined herein, the party in default agrees to pay the reasonable fees and expenses of such attorney even though no suit or action is instituted, as a consequence of default.

(13) NOTICE

Any notice required or permitted under this lease shall be given when actually delivered or forth-eight (48) hours after deposited in the United States mail as certified mail addressed to the following addresses or to such other address as may be specified in writing from time to time by either of the parties:

LANDLORD: City of Warrenton
PO Box 250
Warrenton, OR 97146

LESSEES: Paul Leitch
PO Box 566
Warrenton, Or 97146

George R. Campbell
108 Dudley Ave.
Piedmont, CA 94611

(14) SUCCESSION

Subject to the hereinafter stated limitations on transfer of LESSEES's interest, this lease shall be binding upon, and inure to, the benefit of the parties, their respective successors and assigns.

(15) ASSIGNMENT

LESSEES shall not assign, transfer, pledge, hypothecate, surrender or dispose of this lease or any interest

therein, or permit any other person or persons whomsoever to occupy the leased premises without the written consent of LANDLORD being first obtained (which consent will not be unreasonably withheld). This lease is personal to LESSEES and is executed in material consideration of LESSEES's ability to complete the improvements to the property as promised.

LESSEES'S interest in whole or in part cannot be sold, assigned, transferred, seized or taken by operation of law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against LESSEES, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to LESSEES, or in any other manner, except as herein specifically mentioned.

(16) TAXES

In addition, LESSEES shall pay all real property and personal property taxes levied on the property

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first here-above written; the signatures of the City of Warrenton by authority of its City Commission.

LANDLORD:

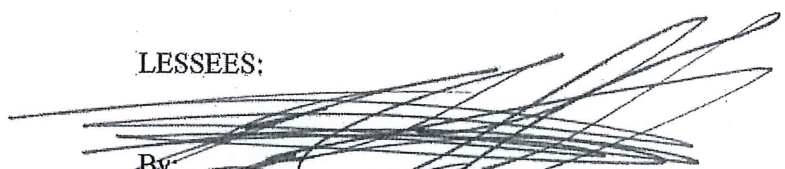
City of Warrenton
A Municipal Corporation of the State of Oregon

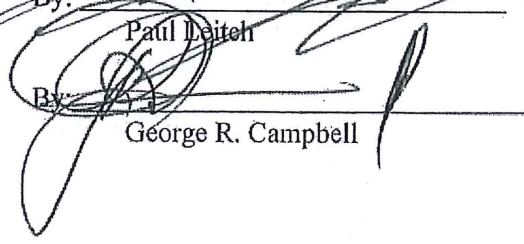

By: Gilbert Gramson, Mayor

ATTEST:

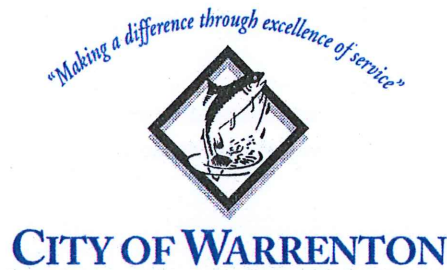

Linda Engbretson, City Recorder

LESSEES:


By: _____
Paul Deitch


By: _____
George R. Campbell

9-H



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: January 8, 2019
SUBJ: Consideration of Charter Franchise Agreement

SUMMARY

The City has been working with Falcon Community Ventures I, LP, dba Charter Communications to renew its Franchise Agreement with the City. While other utilities that had franchise agreements are transferred to requirements under the city's right-of-way ordinance (Chapter 12.32 of the Municipal Code) as they expire, cable companies must have a franchise agreement (required under the cable act of 1984). This is a complicated process but legal counsel has managed negotiations on behalf of the City. Nancy Werner with Beery Elsner & Hammond started this process on behalf of the City several years ago. When Ms. Werner left the firm, we had already engaged BEH as our general counsel so it was a smooth transition and Mallory Beebe has worked on the City's behalf to complete negotiations over the past year. Spencer Parsons will be at our meeting on January 8 and will be able to answer your questions regarding the agreement. I did receive a phone call from Charter on January 3 to inform they have been unable to negotiate a new contract with a provider, and we will lose

channels 23, 783(HD), 9 and 790(HD). I will have more information regarding this at Tuesday's meeting.

RECOMMENDATION/SUGGESTED MOTION

" I move to conduct the first reading, by title only, of Ordinance No. 1227."

Title: An Ordinance Granting a Non-Exclusive Cable Television Franchise to Falcon Community Ventures I, LP, dba Charter Communications.

ALTERNATIVE

None recommended.

FISCAL IMPACT

The City receives approximately \$30,000 in franchise payments annually from Charter.

ORDINANCE NO. 1227

**AN ORDINANCE GRANTING A NON-EXCLUSIVE CABLE TELEVISION
FRANCHISE TO FALCON COMMUNITY VENTURES I, LP, dba CHARTER
COMMUNICATIONS**

WHEREAS, the City of Warrenton has the authority to regulate and franchise cable television services; and

WHEREAS, under federal law, a cable operator must have a franchise to provide cable services within the City; and

WHEREAS, Falcon Community Ventures I, LP dba Charter Communications (“Charter”) has requested a renewal of a cable franchise agreement from the City to provide cable services within the City; and

WHEREAS, the City finds that the terms and conditions in the proposed franchise are reasonable to meet the future cable-related community needs and interest and are in the best interest of the City.

NOW, THEREFORE, the City of Warrenton ordains as follows:

- Section 1. The City hereby grants Falcon Community Ventures I, LP dba Charter Communications a non-exclusive franchise substantially in the form attached as Exhibit A.
- Section 2. In accordance with the terms of Section 15 of the proposed franchise, this Ordinance shall be void and of no effect in the event Charter fails to file with the city recorder its unconditional written acceptance of the franchise within sixty days after the effective date of this Ordinance.
- Section 3. This Ordinance supersedes and replaces in its entirety existing Ordinance 595-A, Ordinance 791-A, and any other conflicting ordinance.
- Section 4. This Ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

ADOPTED by the City Commission of the City of Warrenton this ____ day of _____ 2019.

First Reading: January 8, 2019
Second Reading: January 22, 2019

Henry Balensifer, Mayor

Attest: _____
Dawne Shaw, City Recorder

**FRANCHISE AGREEMENT
WARRENTON, OREGON**

This Franchise Agreement ("Franchise") is between the City of Warrenton, Oregon, hereinafter referred to as the "Grantor" and Falcon Community Ventures I, Limited Partnership, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a privilege, to construct, operate and maintain a Cable System to provide Cable Service within the Service Area.
- d. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, derived by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC user fee, but not including franchise fees, which shall be included in "Gross Revenue"; (2) bad debt; and (3) credits, refunds and deposits paid to Subscribers.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" shall mean and include, but is not limited to, the space in, upon, above, along, across, over or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, trails, paths, sidewalks, bicycle lanes, public utility easements and all other public ways or areas, including the subsurface under and air space over these areas, but does not include parks, parkland, or other Grantor property not generally open to the public for travel. This definition applies only to the extent of the Grantor's right, title, interest and authority to grant a franchise to occupy and use such areas for a Cable System.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

- 2. Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets within the Service Area for the construction, operation and maintenance of the Cable System to provide Cable Service in the Service Area, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law, nor does this Franchise authorize the Grantee to offer

such services, and Grantor reserves the right to exercise its lawful authority with respect to Grantee's offering of such services. This Franchise is subject to the laws of the United States and the State of Oregon, and to the lawful, generally applicable ordinances, adopted pursuant to the Grantor's police powers, of the Grantor whether now existing or hereinafter enacted. Grantee agrees that, unless otherwise expressly set forth herein, it will comply with generally applicable requirements of WMC Chapter 12.32, "Public Rights-of-Way," as amended from time to time, as if fully set forth herein. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.

4. **Use of the Streets.**

Grantee is authorized to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System to provide Cable Service in the Service Area, including the right to repair, replace and enlarge and extend the Cable System, subject to Section 2, above.

5. **Maintenance of the System.**

a. Grantee shall design, construct and operate the Cable System so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

6. **Service.**

a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as

set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 12 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

- c. The Grantor hereby adopts, and reserves the right to enforce, the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended from time to time by the FCC, and the notice requirements set forth in Part 76, Subpart T (Notices) of the FCC's rules and regulations, as amended from time to time by the FCC. Grantee shall comply with the customer service and notice requirements.
- d. Grantee shall not deny service, deny access, or otherwise unlawfully discriminate against subscribers, or persons on the basis of race, color, religion, national origin, sex, age, disability, or, except as otherwise provided herein, the area in which such person lives. Charter shall not deny access to Cable Service to any group of potential residential cable subscribers because of the income of the residents of the local area in which the group resides.
- e. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.
- f. The Grantee shall be subject to 47 U.S.C §551 (Section 631 of the Cable Act), as amended from time to time, regarding subscriber privacy.
- g. Grantee agrees at all times to comply with federal and state EAS rules as required in 47 C.F.R. Part 11 or as amended. Grantor shall hold the Grantee harmless from any third party claims for injury, damage, loss, liability, cost or expense arising as a result of use of the EAS by the Grantor, its employees or officers, including, but not limited to, reasonable attorneys' fees and costs.

7. **Insurance/Indemnity.**

- a. The Grantee shall maintain throughout the term of the Franchise insurance as required in WMC 12.32.140 in amounts at least as follows:

(1) Comprehensive general liability insurance with limits not less than:

- i. \$3,000,000.00 for bodily injury or death to each person;
- ii. \$3,000,000.00 for property damage resulting from any one accident; and
- iii. \$3,000,000.00 for all other types of liability.

(2) Motor vehicle liability insurance for owned, non-owned and hired vehicles with a limit of \$1,000,000.00 for each person and \$3,000,000.00 for each accident.

- (3) Worker's compensation within statutory limits and employer's liability with limits of not less than \$1,000,000.00.
 - (4) Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$3,000,000.00.
 - (5) Grantee may comply with the limits above using a combination of primary and umbrella limits.
- b. The Grantor, including its officers, agents, employees, shall be added as additional insureds, to the coverage set forth herein. The coverage must apply as to claims between insureds on the policy. The policy shall provide that the insurance shall not be canceled without 30 days prior written notice first being given to the City. If the insurance is canceled or materially altered, the Grantee shall obtain a replacement policy that complies with the terms of this section and provide the City with a replacement certificate of insurance. The Grantee shall maintain continuous uninterrupted coverage, in the terms and amounts required. The Grantee may self-insure, or keep in force a self-insured retention plus insurance, for any or all of the above coverage.
 - c. The Grantee shall maintain on file with the Grantor a certificate of insurance, or proof of self-insurance acceptable to the Grantor, certifying the coverage required above.
 - d. Grantee hereby agrees to defend, indemnify and hold the Grantor and its officers, employees, agents and representatives harmless from and against any and all liability, causes of action, claims, damages, losses, judgments and other costs and expenses, including attorney fees and costs of suit or defense (at both the trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity in any way arising out of, resulting from, during or in connection with, or alleged to arise out of or result from the negligent, careless, or wrongful acts, omissions, failure to act, or other misconduct of the Grantee or its affiliates, officers, employees, agents, contractors, subcontractors, or lessees in the construction, operation, maintenance, repair, or removal of its facilities, and in providing or offering services over the Cable System, whether such acts or omissions are authorized, allowed, or prohibited by the Warrenton Municipal Code or this franchise agreement. Grantor shall give Grantee notice of its obligation to indemnify the City after receipt of a complaint or written demand pursuant to this section no later than ten (10) days before any response by Grantee is due, if the Grantee's duty to indemnify is readily apparent from the allegations of the complaint or written demand, and in all other cases, within sufficient time for Grantee to preserve its rights. Grantee shall also indemnify the Grantor for any damages, claims, additional costs or expenses assessed against or payable by the Grantor arising out of or resulting, directly or indirectly, from the Grantee's failure to remove or relocate any of its facilities in the rights-of-way or easements in a timely manner, unless the Grantee's failure arises directly from the Grantor's negligence or willful misconduct.

8. Revocation.

M. The following procedures shall be in lieu of and supersede the WMC 12.32.060 Section

a. Revocation or Termination of Franchise. The Grantor may terminate or revoke this franchise for any of the following reasons:

- (1) Violation of any of the provisions of WMC 12.32;
- (2) Violation of any provision of this franchise;
- (3) Misrepresentation in a franchise application;
- (4) Failure to pay taxes, compensation, fees or costs due the Grantor after final determination of the taxes, compensation, fees or costs;
- (5) Failure to restore the rights-of-way after construction as required by WMC 12.32, this franchise, or other applicable State and local laws, ordinances, rules and regulations;
- (6) Failure to comply with technical, safety and engineering standards related to work in the rights-of-way; or
- (7) Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by State or Federal law for the placement, maintenance and/or operation of the Cable System.

b. Standards for Revocation or Termination. In determining whether termination, revocation or some other sanction is appropriate, the following factors shall be considered:

- (1) The egregiousness of the misconduct;
- (2) The harm that resulted;
- (3) Whether the violation was intentional;
- (4) The Grantee's history of compliance; and/or
- (5) The Grantee's cooperation in discovering, admitting and/or curing the violation.

c. Notice and Cure. The Grantor shall give the Grantee written notice of any apparent violations before terminating the franchise. The notice shall include a short and concise statement of the nature and general facts of the violation or noncompliance and provide a reasonable time (no less than 20 and no more than 40 days) for the Grantee to respond. Grantee's response shall be in writing and may demonstrate that Grantee has remained in compliance, that it has cured or is in the process of curing any violation or noncompliance, that it is excused from compliance, or that it would not be in the public interest to revoke the franchise. If the Grantee is in the

process of curing a violation or noncompliance, the Grantee must demonstrate that it acted promptly and continues to actively work on compliance. If the Grantee does not respond or if the City Manager or designee determines that the Grantee's response is inadequate, the City Manager or designee shall refer the matter to the City Commission, which shall provide a duly noticed public hearing to determine whether the license shall be terminated or revoked. Such hearing shall be on the record and shall provide Grantee with an opportunity to present evidence and examine witnesses. The decision of the Grantor shall be made in writing and shall be delivered to the Grantee.

9. **Additional Franchises.** If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully and expressly authorized by the Grantor to use the Streets to provide such services, the Grantor shall, to the extent permitted by applicable law, within sixty (60) days of a written request from Grantee, (i) modify this Franchise to insure that the material obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider, or (ii) dispute that the requested modification is required by this Section. "Material obligations" are limited to: franchise fees; insurance; indemnification; security instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; enforcement or revocation provisions; and notice and opportunity to cure breaches. In the event the Grantor disputes that the requested modification is required by this Section, Grantee may bring an action in federal or state court for a determination as to whether the requested modification is required by this Section. If the parties cannot agree on modifications to the Franchise, to the extent permitted by the Cable Act and related FCC rules and regulations, the Grantee may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor and take in its place the same franchise of the competing provider of Cable Services or video services authorized by Grantor. Notwithstanding the foregoing, the remedies provided in this Section may be invoked by Grantee only by providing written notice to the Grantor within the ninety (90) day period commencing upon the effective date of the Grantor's grant of authority to the other provider of cable services or video service as described in this Section, provided that Grantor provides written notice to Grantee within ten (10) days after Grantor's grant of such authority. In the event Grantor fails to provide such notice, the ninety (90) day period shall commence upon Grantee's actual notice of Grantor's grant of authority.
10. **Confidentiality.** To the extent permitted by law, the Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee marks such books, records or maps as "confidential" or "proprietary" prior to providing them to the Grantor. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason including compliance with the Oregon Public Records Law, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and Federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person; provided, however, that the Grantor shall not be required to incur any costs to

protect such books and records or maps, other than the Grantor's routine internal procedures for complying with the Oregon Public Records Law. The provisions of this Section 10 shall apply in addition to all requirements of WMC 12.32.160.

11. **Service to Public Schools and Libraries.** Grantee may, on a voluntary basis, provide one outlet of free Basic and Expanded Basic Cable Service to public school classroom buildings and to public libraries within the Service Area.

12. **Notices, Miscellaneous.**

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means.

As set forth above, notice served upon the Grantor shall be delivered or sent to:

City of Warrenton
222 S. Main Street
PO Box 250
Warrenton, OR 97146

And every notice served upon Grantee shall be delivered or sent to:

Attn: Director, Government Relations
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684

With a copy to:

Attn: Vice President, Government Relations
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns. Transfer of this Franchise shall be governed by the provisions for transfer of licenses in WMC 12.32.060.K, as in effect on the Effective Date, and applicable provisions of the Cable Act and FCC rules and regulations. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest

of the Grantee in the Franchise or Cable System to secure indebtedness. In addition, no such consent shall be required for a transfer to an entity controlling, controlled by, or under common control with the Grantee, however notice of such transfer must be provided to the Grantor within 60 days of such transfer.

- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

13. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as documented unavailability of materials and/or qualified labor to perform the work necessary.

14. **Franchise Fee.**

- a. Grantee shall pay to the Grantor an annual amount equal to five percent (5%) of Gross Revenues for such calendar year.
- b. The franchise fee shall be paid quarterly, in arrears, for each quarter during the term of the Franchise, within forty-five (45) days after the end of each calendar quarter, and shall be accompanied or followed by an accounting of Gross Revenues and a calculation of the amount payable. Grantee shall pay interest at the rate of nine percent (9%) per year for any payment made after the due date. Payment shall be subject to audit or review pursuant to WMC 12.32.130, as of the Effective Date of this Franchise.

15. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise, provided that such acceptance is delivered to Grantor within sixty (60) days of the date the Franchise is considered and approved by the Grantor. If acceptance is not delivered as required in this Section, this Franchise shall be null, void and of no force or effect. This Franchise shall expire ten (10) years from the Effective Date unless extended by the mutual agreement of the parties.

16. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ___ day of _____, 2018

City of Warrenton

Signature: _____

Name/Title _____

Accepted this ___ day of ____, 2018, subject to applicable Federal, State and Local law.

Falcon Community Ventures I, Limited Partnership, I/k/a Charter Communications

Signature: _____

Paul D. Abbott
Vice President, Local Government Affairs and Franchising
Charter Communications

9-I

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: January 8, 2019
SUBJ: Resolution No. 2531 – Updating Public Records Requests Policy & Fees

SUMMARY

The Oregon State Legislature approved Senate Bill 481 in July 2017, which took effect January 1, 2018. SB 481 modified the Oregon Public Records Law in the Oregon Revised Statutes (ORS) 192.410 to 192.440. This resolution updates the City's public records request procedures and response timelines to comply with this new law, and also updates the applicable fees. The City has not increased its fees since 2010.

In order to provide the public an opportunity to comment, rate increases are considered over two meetings.

RECOMMENDATION/SUGGESTED MOTION

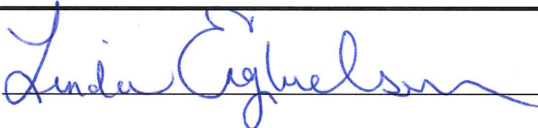
"I move to conduct the first reading, by title only, of Resolution No. 2531; Policy, Procedures and Fees for Public Records and Information Requests, and Repealing Resolution No. 2301."

ALTERNATIVE

None recommended

FISCAL IMPACT

Public Records Requests are infrequent; therefore the fee increase will have minimal impact. The collected fees are typically applied to the Miscellaneous - General Fund.

Approved by City Manager:  _____

RESOLUTION NO. 2531

INTRODUCED BY ALL COMMISSIONERS

POLICY, PROCEDURES AND FEES FOR PUBLIC RECORDS AND INFORMATION REQUESTS,
AND REPEALING RESOLUTION NO. 2301

This resolution provides amendments to record request procedures and response timelines, pursuant to ORS 192.410 – 192.440, and sets fees for requests, inspection, and copying of City Records.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WARRENTON, OREGON that the following is the City of Warrenton's Public Record Request Policy:

Section 1. Procedure.

- 2.1. Unless otherwise provided by these rules, a request for inspection and/or copies of public records shall be in writing on a form prescribed by the City of Warrenton (Attachment A); for Police Department requests, please see Attachment D.
- 2.2. Upon receipt, the department receiving the request shall post the date and time that the request is received and shall forward the request to the City Recorder.
- 2.3. The City Recorder or his/her designee shall keep on file a list of fees (Attachment B) and shall respond to all Public Record Requests as prescribed by these policies.
- 2.4. The City Recorder or his/her designee shall provide a written response to requests within at least 5 business days with at least one of the following responses:
 - a) Confirm that the public body is the custodian of the requested record;
 - b) Inform the requester that the public body is not the custodian of the requested record; or
 - c) Notify the requester that the public body is uncertain whether the public body is the custodian of the requested record.
- 2.5. As soon as reasonably possible, but no later than 10 business days after the date by which a public body is required to acknowledge receipt of the request, a public body shall:
 - a) Provide a written estimate of the cost to produce and/or provide the requested records on the City's prescribed form (Attachment C);
 - b) Complete its response to the public records request; or
 - c) Provide a written statement that the public body is still processing the request and a reasonable estimated date by which the public body expects to complete its response based on the current information available.

Section 3. Fees to Reflect Costs Fees charged to the requesting party for meeting public information requests shall be based on costs the City incurs for processing the request. These costs shall include, but not be limited to, personnel costs, attorney fees, and costs associated with materials used in processing the request.

- 3.1. Personnel costs shall include, but are not limited to, employee time spent while

locating, reviewing, and copying records and supervising public inspection of records. Costs shall be at an hourly rate equivalent to the salary plus benefits (computed at an hourly rate) of each employee involved in processing the request.

3.2. Attorney fees will be the fee charged by the attorney to the City for time spent in reviewing the public records, and redacting or segregating exempt and nonexempt records therefrom.

Section 4. Payment of Fees Except as otherwise provided by these rules, public records shall not be released for inspection or as copies to members of the public unless the City has received in advance payment of the established fee for providing the records.

4.1. The City Recorder, or his/her designee shall provide a written estimate of the cost to produce and/or provide the requested records on the City's prescribed form (Attachment C).

4.2. Depending on volume or difficulty in retrieving the requested record(s), the written notice shall notify the requestor if a deposit is required prior to the commencement of research/retrieval/copying.

Section 5. Records Requested for Court Proceedings. The City shall not charge fees for costs incurred by the City when an employee of the City, in the employee's role as custodian of the records, is a witness in a trial or other court proceeding. When the City is a party to a court proceeding and a request for copies of public records is made by a party or representative of a party to such proceeding in the course of discovery, then the cost to be charged for providing such copies shall be as outlined in the City's Public Record Request Fee Schedule.

Section 6. City Recorder Authority The City Recorder is the designated custodian of the City of Warrenton's records. The City Recorder or his/her designee shall have the authority to:

- a) waive the requirement that the request must be in writing;
- b) waive fees if the request requires copying three or less pages and involves less than one-half hour of staff time to process;
- c) waive required compliance with this resolution in special cases where the public interest in supplying a public record free of charge outweighs the cost of furnishing the record;
- d) establish a particular charge or fee for routinely requested documents where the charge is a reasonable approximation of the city's cost;
- e) periodically adjust fees to cover increased costs of providing public records and information;
- f) waive the requirement for any person requesting public records pertaining to a matter which specifically affects the person and is pending before the City Commission or a board or Commission of the City;
- g) waive the fees for any member of the City Commission or a Board or Commission, other government agencies or the media;
- h) waive the fee for any crime victim requesting a copy of a police report pertaining to the crime in which they have been made a victim (applies to first copy only).

Section 7. **Effect.** This Resolution shall take effect immediately upon its passage.

First Reading: January 8, 2019

Second Reading: January 22, 2019

ADOPTED by the Warrenton City Commission this 22nd day of January, 2019.

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, City Recorder

**Attachment A
Resolution No. 2351**

**CITY OF WARRENTON
PUBLIC RECORDS REQUEST FORM**

REQUESTOR INFORMATION

Date of Request: _____

Name: _____

Mailing Address: _____

Home Phone: _____ Cell Phone: _____ Fax: _____

Email Address: _____

Preferred method of contact: Mail Phone Email Fax

Is this request related to a lawsuit in which the City of Warrenton is a party, or a tort claims notice filed with the City of Warrenton? ____ Yes ____ No

REQUESTED INFORMATION/RECORD(S)

Please describe the materials you are requesting in as much detail as possible: type of document, date, author, title, etc. If you need more room, please attach additional sheets. _____

The City shall follow timelines as required under ORS 192.

- A. Within five (5) business days the City will acknowledge all record requests.
- B. As soon as reasonably possible, but no later than 10 business days after the date by which a public body is required to acknowledge receipt of the request under ORS 192.440, the City shall:
 - i. Complete its response to the public records request: or
 - ii. Provide a written statement that the City is still processing the request and a reasonable estimated date by which City staff expects to complete its response based on the information currently available.
 - iii. If the estimated costs involved in fulfilling your request exceed \$25.00, the City will advise you of the estimated costs and require your approval before beginning the work.
 - iv. If the fee estimate exceeds \$25.00, a deposit may be required to begin the work.
 - v. Full payment of the total amount of costs incurred is required before the public records are inspected or copies are released.

I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE CONDITIONS, and further agree to pay the cost of fulfilling this Public records Request according to the conditions set forth above. I understand these costs may include the cost of searching for records, reviewing records to redact exempt material, supervising the inspection of records, copying records, certifying records and mailing records. I agree to pay a deposit of the estimated costs, if required. I also understand that the documents or records requested may not be immediately available for my review, and that I may need to make an appointment to review the documents or records. I acknowledge that any documents or records made available to review must not be disassembled and must be left intact.

Signature of Requestor

Attachment B
Resolution No. 2351

CITY OF WARRENTON
PUBLIC RECORDS FEE SCHEDULE

(Some of these records may be available on the city's website - www.ci.warrenton.or.us)

COPIES OF STANDARD PUBLIC RECORDS

8.5 x 11 per page	\$1.00 +	\$.25
8.5 x 14 per page	\$1.00 +	\$.25
11 x 17 per page	\$1.00 +	\$.50
Color Copies per page	\$1.00 +	\$ 1.50
Audio Recordings.....	\$15.00 per CD/DVD/ USB Thumb Drive	
Emailed Records (readily available).....	\$10.00	
Emailed Records (requiring scanning).....	\$15.00 up to first ½ hr time; Over ½ hr: Actual staff time (includes benefits and overhead)	
Electronic Records (readily available)		
CD/DVD.....	\$10.00 up to first ½ hr download time; Over ½ hr: Actual staff time (includes benefits and overhead)	
USB Thumb Drive.....	\$15.00 up to first ½ hr download time; Over ½ hr: Actual staff time (includes benefits and overhead)	
Digital Photographs.....	\$ 5.00 per printed side OR \$15.00 per CD/DVD/ USB Thumb Drive	

COPIES OF POLICE /COURT RECORDS - See "Attachment D" for Police Department Body Cam Video Requests

Misc. Paperwork (see costs for standard public records above)	
Police Reports.....	\$10.00 (up to 30 pgs) \$.25 per page (over 30)
Accident Reports.....	\$10.00
Add Digital Photos.....	\$5.00 per page OR \$10.00 per CD
Audio/Video.....	\$15.00 per CD/DVD or USB Thumb Drive

Maps and other large documents that are taken to a commercial copy business for reproduction; the fee will be actual cost plus staff time (includes benefits and overhead).

Other documents charged at Standard Public Record Copying Fees

Fire Department

All reports.....\$10.00

RESEARCH FEES; SUPPLEMENTAL LABOR FEES

If a request requires additional staff time to locate, retrieve, research, or attorney review, additional labor fees may be charged based on the actual cost of the employee performing the work. Actual cost includes hourly payroll rate, benefits, and overhead.

Level 1 Request: Inspection of Records Research Fee: Up to 30 minutes to locate files \$15.00
Over 30 minutes - Actual Employee Cost (including benefits and overhead)

Level 2 Request: Up to 30 minutes of copying/\$15.00 + Copy Cost

Level 3 Request: Over 30 minutes/Copy Cost + Actual Employee/Attorney Cost (including benefits and overhead)

POSTAGE.....Actual Cost

Attachment C
Resolution No. 2351

For Office Use Only

Date Received: _____

Time Received: _____

Standard Public Records

No. of Copies	Description	Amount
	\$1.00 + \$1.50 per page Color Copies	
	\$1.00 + \$.25 per page (8 ½ x 11 or 8 ½ x14)	
	\$1.00 + \$.50 per page (11x17)	

Oversize Copies (Maps/Plans/Construction Drawings): see Public Records Fee Schedule for applicable charges

No. of Copies	Description	Amount

Other (see Public Records Fee Schedule for applicable charges)

No. of Copies	Description	Amount

Research Fee/Supplemental Labor Fees

Level 1 Request: Inspection of Records Research Fee: Up to 30 minutes to locate files \$15.00

Over 30 minutes – Actual Employee Cost (including benefits and overhead)

Level 2 Request: Up to 30 minutes/\$15.00 + Copy Cost

Level 3 Request: Over 30 minutes/Copy Cost + Actual Employee Cost (including benefits and overhead)

Request Level	Describe Work	Hourly Rate	Estimated Hours	Estimated Cost	Actual Hours	Actual Cost

Deposit Required: _____ Yes _____ No

Deposit Amount: \$ _____

Final Accounting:

Total Due \$ _____ Minus Deposit (if required) \$ _____ = Balance Due \$ _____

OR Refund Due \$ _____



WARRENTON POLICE DEPARTMENT ADDENDUM TO PUBLIC RECORDS REQUEST



Requests for Police Body Cam Video

A request for police body cam video is regulated and controlled by ORS 192.501. Such recordings are exempt from disclosure *"unless the public interest requires disclosure in the particular instance."* ORS 192.501(40). In other words, the video will not normally be released, unless the requestor first establishes a public interest that requires such disclosure.

All such public record requests must be subjected to an additional process to determine whether the video must be released under the exception to the ORS 192.501 conditional exemption.

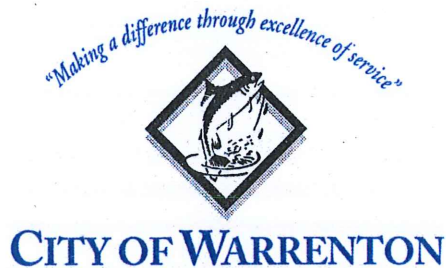
If such an exception is established, further guidelines for ORS 192.501(40) must be followed. Subsections (a), (b) and (c) of Section 40 provide the following:

- (a) Recordings that have been sealed in a court's record of a court proceeding or otherwise ordered by a court not to be disclosed may not be disclosed.*
- (b) A request for disclosure under [ORS 192.501(40)] must identify the approximate date and time of an incident for which the recordings are requested and be reasonably tailored to include only that material for which a public interest requires disclosure.*
- (c) A video recording disclosed under this subsection must, prior to disclosure, be edited in a manner as to render the faces of all persons within the recording unidentifiable.*

This means that the request must identify the date and time of an identified incident and be limited only to those materials justified by the identified public interest. Further, prior to releasing the recording, the faces of **ALL** persons in the recording must be blurred or blocked. Personal information must also be redacted (ex: someone reciting their date of birth or social security number).

In order to meet these conditions, it will take additional time to determine whether a body cam video is subject to disclosure and, if it is, additional time to process the video. It will also mean additional processing costs. You will receive an estimate for this cost before any processing is done and you may be required to put a deposit down prior to any processing. Either way, you will be given an estimate and the opportunity to decide if you want to proceed.

9-J



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, City Recorder

DATE: January 8, 2019

SUBJ: Committee Applications/Appointments

SUMMARY

Various terms on City Volunteer Committees ended on December 31, 2018. We have received the following applications for each board. Mayor Balensifer has submitted nomination letters for each board.

1. Warrenton Budget Committee - one position with term ending on December 31, 2018 – Positions 3. Mr. Gerald Poe has applied for reappointment.
2. Warrenton Community Center Board – one position with term ending on December 31, 2018 – Position 3; there has also been one resignation, which leaves Position No. 5 vacant, with a term end date of December 31, 2019. Position No. 7 is also vacant. Ms. Carol Snell has applied for reappointment, and we have received two new applications from Ms. Penny Morris and Mr. Jerry O'Neill.
3. Warrenton Parks Advisory Board – there are two positions with terms ending on December 31, 2018 – Positions 1 and 2. We have received two

applications from Ms. Sara Long, and Justin Kobe. Position 7 remains vacant, with a term end date of December 31, 2020.

4. Warrenton Business Association – There are 3 positions with terms ending on December 31, 2018; Positions 1, 2 & 3. Ms. Darlene Warren and Mr. Tommy Smith have applied for reappointment. Position 4 remains vacant and has a term end date of December 31, 2019.
5. Warrenton Planning Commission - There are two positions with terms ending on December 31, 2018 – Positions 4 and 5. Mr. Mike Moha and Mr. Ken Yuill have applied for reappointment.

RECOMMENDATION/SUGGESTED MOTION

I move to appoint Mr. Gerald Poe to Position No, 3 on the Warrenton Budget Committee.

I move to appoint Ms. Carol Snell to Position No. 3, Penny Morris to Position No. 5, and Jerry O'Neill to Position No. 7 on the Warrenton Community Center Board.

I move to appoint Ms. Sara Long to Position No. 2 on the Warrenton Parks Advisory Board.

I move to appoint Mr. Tommy Smith to Position No. 2, Ms. Penny Morris to Position No. 3, and Ms. Darlene Warren to Position No. 4 on the Warrenton Business Association.

I move to appoint Mr. Mike Moha to Position No. 4, and Mr. Ken Yuill to Position No. 5 on the Warrenton Planning Commission.

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:

Linda Engstrom

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CITY OF WARRENTON

December 21, 2018

To the City Commission of Warrenton:

I nominate Gerald Poe to Positions 3 on the Warrenton Budget Committee.

Gerry currently serves on the budget committee and has been an asset to the city. His familiarity with the roles and responsibilities of budget committee members will be helpful as the city government moves toward tough decisions and continues its drive towards livability.

Budgets are statements of values and priorities (as they can be afforded), and I believe he will continue to reflect the values and priorities of Warrenton residents, including those that live within the Hammond neighborhood.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive, flowing style.

Henry A. Balensifer III
Mayor

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CITY OF WARRENTON

December 21, 2018

To the City Commission of Warrenton:

I nominate Carol Snell, Penny Morris, and Jerry O'Neil to Positions 3, 5, and 7 respectively, on the Warrenton Community Center Advisory Board.

Carol brings a wealth of institutional knowledge that I think is important to retain on the board. She also attends Mayor's Coffee regularly and remains an active presence within Warrenton activities. From my weekly interactions with her, I feel sufficiently comfortable nominating her without a formal interview.

I have interviewed Penny Morris and find that she will bring additional ideas and energy to the board. From my discussion with her, I feel she will bring both a desire to improve Warrenton's livability and the facilities of the Community Center.

I asked Mr. Jerry O'Neil to serve on the Community Center Board in hopes that the Warrenton Senior Citizens, Inc (WSC) board will better communicate with the city. The WSC board has announced twice in Mayor's Coffees of a task force of their own to explore expansion or spinoffs of the Community Center facility. I have been very forthright with both Gil Gramson and Jerry O'Neil (both of whom announced at Mayor's coffees the efforts of WSC) that any and all efforts to explore changes to public facilities should include the City. There has been precious little details provided to me and I asked Jerry to serve as a liaison. He has agreed.

Sincerely,

Henry A. Balensifer III
Mayor

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CITY OF WARRENTON

December 28, 2018

To the City Commission of Warrenton:

I nominate Sara M. Long to Position 2 on the Warrenton Parks Advisory Committee.

I have interviewed Miss Long and find that she has both the drive and energy to help continue the momentum started with that board. She has a background in sales and has stated she is not afraid of fundraising. Her interests within the Parks are in hiking and dog parks. She was recommended to apply by Mr. Chris Palmer, whose position on the board I am nominating her for.

She is a Warrenton resident, born and raised in Clatsop County, and has made it clear her employer is supportive of her involvement with the city.

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

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CITY OF WARRENTON

December 28, 2018

To the City Commission of Warrenton:

It was discovered recently, that Mr. Justin Kobe had applied to be on the Parks Advisory Board as far back as June. Somehow his application was lost in the shuffle and just recently came to my attention. Mr. Justin Kobe is the husband of Mrs. Kailee Kobe, who already sits on the Parks Advisory Board and is doing a wonderful job. I have not been able to interview him yet, however before I do attempt to do so, I request the Commission's policy guidance.

Our Parks Advisory Board has a shortage of members and the commission has struggled with filling that board for several years. New energy and life has been injected and the board is taking a very active role in developing ideas. Still, filling seats with members who will attend regularly has been difficult. If the Commission appoints Sara Long, that will leave Positions 1 and 7 still open on the board.

I request the Commission develop a policy related to having spouses and domestic partners serve on the same board together. I propose, the Commission allow for spouses to serve on advisory boards as alternate members so long as the Mayor interviews them, formally nominates them. These alternate members would have voting powers (allowing a quorum) should the seat they are alternate for be vacant or the member for which they are alternate to is absent. This may require amendments to bylaws, which I recommend at this time to take place on a case-by-case basis, or any other basis as the Commission deems appropriate.

I do want to note that I oppose having spouses and domestic partners serve together on the Budget Committee and Planning Committee. The two committees have legal and ethical obligations above advisory committees and should be comprised of members that preserve the public's confidence in practice and avoid perceptions of anything untoward.

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 initial 'H'.

Henry A. Balensifer III
Mayor

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CITY OF WARRENTON

December 31, 2018

To the City Commission of Warrenton:

I nominate Tommy Smith, Penny Morris, Darlene Warren to Positions 2, 3, and 4 respectively, on the Warrenton Business Association Board.

I originally recruited Tommy Smith to this board after discussing ideas he had for events that would boost downtown engagement, commercial opportunities and increase livability. I feel he is just getting started, and should have a full term. He was first appointed to fulfill an unexpired term, which is why he's up for reappointment now.

When I interviewed Penny Morris about her application for the Community Center Board, I asked that she consider the WBA as well, if only for a trial period of at least a year or two. I have discussed the direction of the WBA with its chair, Mike Moha, as well as member engagements and I feel Penny would bring additional ideas and energy to the board, and help it reach new heights.

While I have not interviewed Darlene, I know her personally, and have multiple professional interactions with her throughout the year. She's been a faithful attendee of meetings and has applied for re-appointment. I see no pressing reason to interview her at this time, and feel comfortable nominating her without such formality all things considered.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive, flowing style.

Henry A. Balensifer III
Mayor

"Making a difference through excellence of service"



CITY OF WARRENTON

December 5, 2018

To the City Commission of Warrenton:

I nominate Mike Moha and Kenneth Yuill, to Positions 4 and 5 respectively, on the Warrenton City Planning Commission.

Both members offer very different perspectives and bring different backgrounds to the Planning Commission. They both are currently finishing out their first terms and have been integral parts in advancing the city's livability agenda. Mr. Moha works for the School District as their business manager, and Mr. Yuill is retired, but continues to work in maritime inspections. I am not aware of any members of the planning commission who work for or in those specific fields, thereby meeting the requirements under WMC 2.12.030 (F.) as established under Ordinance 975-A.

I have discussed ideas and their vision for the city with them and feel they would bring different viewpoints, but similar goals to the Planning Commission. This is important to me as I believe it will lend itself to more robust, but productive discussions on this vital committee.

Sincerely,

A handwritten signature in blue ink, reading "Henry A. Balensifer III". The signature is written in a cursive style with a prominent "H" and "B".

Henry A. Balensifer III
Mayor