



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING

February 25, 2020 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue  
Warrenton, OR 97146

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1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 2.11.20
- B. Police Department Monthly Statistics – February 2020
- C. Water Loss Percentage by Year
- D. Finance Department Monthly Report – February 2020
- E. Clatsop County Tobacco Retail License Ordinance

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** - None

7. **BUSINESS ITEMS**

- A. Oath of Office – Police Officer Dan Carpenter
- B. Consideration of Surplus Public Works Equipment

- C. Consideration of Two Safe Pedestrian Routes Contract – Otak Inc.
  - D. Consideration of Outside-City Water Service Evaluation Contract – Murraysmith Inc.
  - E. Consideration of Fire Department FEMA Grants
  - F. Consideration of Second Reading of Ordinance No. 1236; Amending WMC Section 3.21.010 - Police Officer Training Fees
  - G. Consideration of Second Reading of Resolution No. 2561; Administrative Fees on Police Impounds
8. **DISCUSSION ITEMS** – None
9. **GOOD OF THE ORDER**
10. **EXECUTIVE SESSION**
11. **ADJOURNMENT**

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

MINUTES  
 Warrenton City Commission  
 Regular Meeting – February 11, 2020  
 6:00 p.m.  
 Warrenton City Hall - Commission Chambers  
 225 S. Main  
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:05 p.m. and led the public in the Pledge of Allegiance

Commissioners Present: Mayor Henry Balensifer, Rick Newton, Pam Ackley and Mark Baldwin  
Excused: Tom Dyer

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Community Development Director Kevin Cronin, Finance Director April Clark, Refuse Worker Robert Burk, Accounting Technician Jessica Barrett and City Recorder Dawne Shaw,

Mayor Balensifer requested to add Business Item 7-K Business License Ordinance to the agenda before commissioner reports. There were no objections.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 1.28.20
- B. Monthly Finance Report- December 2019
- C. Warrenton Landfill Financial Assurance Post-Closure Cost Estimate

Mayor Balensifer noted a question pertaining to the Post- closure Cost Estimate; where is the money coming from in the city funds? April Clark, Finance Director, noted it comes from the Sanitation Fund. Brief conversation continued. Commissioner Newton noted the change in door hanger fees.

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

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

7-K: Discussion on review of the business licenses

Ms. Clark asked for clarification on the direction Commission would like to go with Business Licenses. Discussion continued. Commissioner Baldwin explained his opinion on the matter; he gave examples. Discussion continued. Commissioner Newton noted the Thursday Market booth rent goes into the marina fund, not the business license fund. Ms. Clark confirmed and continued to state that the Thursday Market currently gives vendors a break if they prepay for the full season; if we are going to charge them a full business license they would not be getting a break. Ms. Clark continued to explain that the intention of giving a price break is to gain commitment from vendors to be there for the entire event. Commissioner Baldwin stated if the vendor wants to sign up for the entire event, we could charge them the price of the business license, plus whatever amount equals the break. We could give the business

license fees to the WBA and the remaining amount to the marina. Discussion continued. Mayor Balensifer stated he is comfortable with making a single use fee for city sponsored events or if it's a city sponsored event the fee can be included in the application fee; a percent would go to the business license fund. Mayor Balensifer suggested \$5 or 5%, whichever is greater. Conversation continued on how to potentially distribute the funds. Ms. Clark noted that city staff is trying to find a way to encourage participation in community events and also maintain economic vitality and livability. She continued to clarify this would be a change to city sponsored one day events. Commissioner Ackley asked for clarification on whether the Thursday Market is a city sponsored event. Ms. Clark stated yes. Mayor Balensifer stated that as long as we are exacting to the business license fund a fee out of the application fee, he is fine with it. Discussion continued. Mayor Balensifer asked for commission's consensus on the matter. Brief Conversation continued. Mayor Balensifer asked for Ms. Smith's input being she just did the Fall Festival. She noted her experience on the matter. Mayor Balensifer suggested that if it is not a city sponsored event the event organizer can choose to pay a business license fee on top of the application fee or require participating vendors to have a business license. Discussion continued. Ms. Clark noted that we have a little more work to do on this section of the business license. She continued to note the proposed changes on the remaining sections. Ms. Engbretson noted the recommendation is to raise the business fee to \$75 and \$10 per employee, and to raise the penalty to \$1000. Commissioner Newton inquired about business licenses for realtors and brokers. Ms. Clark stated that it's not just the broker, but every realtor that comes in and shows or advertises a listing should have their own business license; they are independent contractors. Mayor Balensifer stated for the record realtors, not just the brokerages need business licenses if they are conducting business in the city of Warrenton.

Ms. Clark noted if we are going to abolish the Warrenton Business Association (WBA), we need to rename the fund, it will still be a special revenue fund, but it will need a new name.

### COMMISSIONER REPORTS

Commissioner Newton noted updates from the PSCC meetings. He noted the changes in the failure to appear rates, the bed number changes at the jail, the mental health mobile crisis response unit, and the needle exchange program.

Ms. Engbretson noted a request to miss the February 25 meeting, as she will be away at a conference.

### PUBLIC COMMENT

Tony Faletti thanked the organizers of Warrenton's Birthday Party celebration and would like to make it a yearly thing. He also asked if the recycle cart replacement program has been completed. Mayor Balensifer noted they are not yet complete and the rates have not increased accordingly. Brief discussion followed on the recycle carts.

Mayor Balensifer noted in response to Mr. Faletti's comment regarding Warrenton's Birthday Celebration that we should draw up certificates of appreciation signed by all commissioners for Dianne Collier, Carol Snell, Terry Arnall, and Katie Burkhart who all donated time and resources and put the Celebration together.

Ryan Palek and Kimberly Nichols, of NW 7<sup>th</sup> place, explained they are trying to get a home put in. They have done all the work to get everything in order and they recently discovered there is a city street

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bordering their property. The expenses to have a sidewalk or street put in are very costly and Mr. Palek asked for commission's advice on options of how to proceed. Mr. Stelzig noted the situation, and referred to Exhibit A, which will be entered into the meeting record. He continued to note that we are looking at updating our engineering standards; they are planning to take comments, make changes and then bring the proposal to the commission. He continued to discuss the process. Discussion continued regarding city standards and the potential requirements. Mayor Balensifer asked Mr. Palek and Ms. Nichols if their questions had been answered. Ms. Nichols noted they are on a strict timeline. Mayor Balensifer asked if commission was in consensus with the proposal or if they wish to have more time. Mr. Stelzig noted he would like the standards to go through the review process and have a public meeting. Mayor Balensifer asked for a time frame. Mr. Stelzig stated he hopes to bring the proposal to commission by the end of April. Ms. Engbretson asked if the commission would waive their own standards based on what's anticipated. Discussion continued. Commissioner Newton noted he does not like the timeline, but he likes Mr. Stelzig's process. He continued to note his feelings from prior instances and stated his vote is for the process to take place. Commissioner Ackley concurred. Commissioner Baldwin asked when Mr. Palek and Ms. Nichols first applied. Ms. Nichols noted they have been ready since last summer. Ms. Engbretson stated the city has not held them up specifically; the standards have been communicated to them from the beginning. Brief conversation continued. Mayor Balensifer stated he would agree that the process needs to be served, however, if possible, we should expedite the process. Commission's consensus is to go through with the public process, and to give encouragement to staff to speed it up if possible.

PUBLIC HEARING – None

#### BUSINESS ITEMS

Ms. Jeanne Smith requested to waive the fees for usage of the ball fields for the Easter Egg Hunt. She noted it is a city wide event with no charge to the public. Mayor Balensifer noted for the record there was a consensus on waiving the fee for the fields. Commissioner Baldwin offered to personally cover the fee for the fields.

**Commissioner Newton made the motion to waive the fees for usage of the ball fields for the Easter Egg Hunt in cooperation with the Community Center. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

Community Development Director, Kevin Cronin, presented Ordinance No. 1233 for its second reading and adoption. Mayor Balensifer asked if staff has received a letter from Mr. Kujala. Ms. Engbretson noted she checked with legal counsel; we have received a letter from the Kujalas requesting they be included in this. Mayor Balensifer noted a scrivener's error; 16.116.040, paragraph A, second sentence, should read "at a minimum."

**Commissioner Ackley moved to amend the ordinance to correct section 16.116.040 paragraph A, second sentence should read "at a".**

**Commissioner Baldwin made the motion to conduct the second reading, by title only of Ordinance No. 1233. Motion was seconded and passed unanimously.**

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**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

Mayor Balensifer conducted the second reading of Ordinance No. 1233; An Ordinance Amending the Comprehensive Plan Article 2, Warrenton Municipal Code Chapter 16.116, 16.220, and Warrenton Zoning Map Regarding the Creation of Policies to Support Neighborhood Master Planning and a New Neighborhood Chelsea Gardens.

**Commissioner Ackley made the motion to adopt Ordinance No. 1233. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

Mr. Cronin presented Ordinance No. 1234 for its second reading and adoption. He noted the addition of the definition of transitional housing in the ordinance. Brief discussion continued. Commissioner Newton asked for clarification if this ordinance is passed does it allow transitional housing. Mr. Cronin stated it does not. Mayor Balensifer noted that by writing the definition you allow the case from a developer that it does. Mr. Cronin continued to clarify that by distinguishing transitional housing he is supplying the difference between regular housing and transitional housing; it's simply giving more information it does not enable the use nor does it lead to a policy. Conversation continued.

**Commissioner Baldwin made the motion to exclude from section 16.12.010, the definition of transitional housing from Ordinance No. 1234.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

**Commissioner Ackley made the motion to conduct the second reading, by title only, of Ordinance No. 1234, as amended. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

Mayor Balensifer conducted the second reading by title only of Ordinance No. 1234, an Ordinance Amending the Comprehensive Plan and WMC Chapter 16.12, 16.180, 16.28, 16.32, 16.36, and adding 16.202 Regarding New Policies and Amended Codes to Increase the Supply and Diversity of Housing.

**Commissioner Ackley made the motion to adopt Ordinance No. 1234. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton**

Public Works Director, Collin Stelzig, presented Ordinance No. 1235 for its second reading and adoption.

**Commissioner Ackley made the motion to conduct the second reading of Ordinance No. 1235, by title only. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

Mayor Balensifer conducted the second reading by title only of Ordinance No. 1235, Repealing Ordinance No. 982-A, 999-A, 1031-A, 1049-A; and Repealing Chapter 13.12.

**Commissioner Newton made the motion to adopt Ordinance No. 1235. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton**

Mr. Stelzig discussed the SW 2<sup>nd</sup> Street (Elm – Gardenia) Project and Professional Services Contract. He noted the incorrect number was in the agenda memo, it should be \$45,600, not \$44,600.

**Commissioner Newton made the motion to award the contract for civil design engineering, contract documents and bidding assistance for the SW 2<sup>nd</sup> St. (Elm – Gardenia) to A.M. Engineering. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton**

Public Works Operations Manager, Kyle Sharpsteen, presented a contract for the purchase of a front load garbage truck. He stated Public Works budgeted \$430,000 to replace the 2006 Peterbilt truck - oldest in the fleet. Mayor Balensifer asked about the Curatto cans. Public Works Employee, Robert Burk, explained the process of tipping the cans and noted the white truck does not have that piece. Discussion followed.

**Commissioner Ackley made the motion to approve an award of a contract to True North Equipment for \$368,116 to purchase a new front loader refuse truck and Curatto Can. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton**

Finance Director, April Clark, stated in the 1990's the City of Warrenton made several Housing Rehabilitation Loans to property owners to complete improvements to their homes. She explained the loan process as outlined in the agenda memo and noted it's difficult to collect this money at times. Ms. Clark noted that in 1999 Kenneth Kuenzi of 575 SW 1<sup>st</sup> Street received a loan and signed a Promissory Note in the amount of \$21,964.80. Mr. Kuenzi passed away in 2016; his daughter continued to live in the house, but the property was never transferred into her name. The property was foreclosed on and sold at auction on September 9, 2019. Legal counsel has advised that as a junior lienholder it is unlikely that we will be able to collect this lien.

**Commissioner Ackley made the motion to write-off the Housing Rehabilitation Loan for 575 SW 1<sup>st</sup> Street in the name of Kenneth Kuenzi in the amount of \$21,964.80 and remove it from the City's docket of liens. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton**

Ms. Engbretson presented Ordinance No. 1236, Amending Section 3.32.010 of the Warrenton Municipal Code. She noted at the January 28, 2020 City Commission meeting the commission voted to increase the

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Police Officer Training Fee assessed on convictions from the Warrenton Municipal Court to \$20 for traffic convictions and \$40 for criminal convictions.

**Commissioner Newton made the motion to conduct the first reading of Ordinance No. 1236, by title only. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

Mayor Balensifer conducted the first reading by title only of Ordinance No. 1236, Amending Section 3.32.010, Imposition of Fee, of the Warrenton Municipal Code; Amending Ordinance No. 1131-A.

Ms. Engbretson also noted at the January 28, 2020 City Commission meeting the commission voted to increase the Administrative Fee on vehicle impounds. It was decided to do a bifurcated fee of \$200 for vehicles seized for Driving Under the Influence of Intoxicants (809.720) or Driving Uninsured (806.010), and \$120 for all other statutes where a vehicle is impounded. It was noted the commission would like to see driving while suspended added to the \$200.00 fine.

**Commissioner Baldwin made the motion to amend Resolution No. 2561, Section 2 to include under the \$200.00 fine Driving While Suspended.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

**Commissioner Ackley made the motion to conduct the first reading of Resolution No. 2561, by title only, as amended. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton – aye**

Mayor Balensifer conducted the first reading by title only of Resolution No. 2561; Adopting Administrative Fee on Vehicles Impounded Under Provisions of Oregon Revised Statutes 809-720; Establishing February 25, 2020 as the Effective Date; Repealing Resolution No. 2159.

City Manager, Linda Engbretson, discussed a modification to the City Manager Employment Agreement, Section VII - Termination Conditions and Pay. She noted the section currently states that she may return to the position of City Recorder if the Commission terminates her as City Manager. Ms. Engbretson stated she is requesting this be modified to provide for termination with three months' salary and health insurance. The changes also modify the written notice requirement from 60-days to 90-days should she voluntarily resign her position. Ms. Engbretson also noted staff changes: Building Official, Bob Johnston plans to retire in the near future. Accountant, Eryn Cary, has given leave notice and in-house staff Jessica Barrett will be promoted to Accountant. Nik Haines will be promoted to full time Accounting Technician. The part-time position will be advertised.

**Commissioner Baldwin made the motion to approve modification to Section VII, Termination Conditions and Pay, to Engbretson's Employment Agreement, dated October 25, 2016. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Newton**



DISCUSSION ITEMS

Ms. Engbretson discussed City Utility Franchise Fees; she reviewed the current and previous percentages and noted that during the general fund work session she suggested looking at raising these fees. She continued to note that increasing the fees will have a significant impact on the general fund. Conversation continued. Mr. Stelzig noted the sanitation rates have not increased since 2006. The proposal he would like to present are the commercial rates which would be comparable to Recology’s rates. Discussion followed. Mayor Balensifer asked what the city would do with the additional general fund money. Ms. Engbretson noted the list of items and priorities that commission has given direction on in prior meetings. Mayor Balensifer discussed the remaining WBA budget and possibly using it for a police car. Commissioner Baldwin noted Building and Planning also needs additional help, especially with the growth the city is experiencing. He stated he would like to see franchise fees increased to 6%. Discussion followed. Mayor Balensifer noted he would like to have this discussion closer to the budget cycle. Ms. Engbretson noted it will not change her proposal. A brief discussion continued. Mayor Balensifer asked commission’s consensus on franchise fees. The Consensus is 6%. Mayor Balensifer asked if we go to 6% what does that do to Public Works and their projects? Mr. Stelzig stated he would need to look at it and do calculations before he can give an answer. Discussion continued on the percent increases. Mr. Stelzig briefly explained how quickly he anticipates utilizing the extra money generated. He briefly explained the costs of the sewer project and others that are up and coming. Consensus was to go forward with the 5%.

GOOD OF THE ORDER

Commissioner Newton noted that the LOC meeting had census training. He gave some details on completing the census and its significance. He noted other information he distributed to the commission. He continued to note that he talked to Tiffany Mitchell on different measures. He discussed other meetings he attended.

Mayor Balensifer noted he was looking at LOC’s newsletter related to senate bill 1530. He noticed that Warrenton was listed. He is proposing sending a letter to representatives to suggest a local exemption, so locals do not get impacted by the tourists. Commissioner Baldwin would like to send a letter stating he opposes the cap and trade bill 100%. Commissioner Newton stated he spoke with Representative Tiffany Mitchell about our low tax rate and she stated she would look into ways to help out. Consensus was to write the letter.

There being no further business, Mayor Balensifer adjourned the regular meeting at 8:42 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder.

APPROVED:

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

ATTEST:

DRAFT



## WARRENTON POLICE DEPARTMENT JANUARY 2020 STATISTICS FEBRUARY 25, 2020



January Statistics (% changes are compared to 2019)							
Category	2020	2019	% Chg	2018	% Chg	2017	% Chg
Calls for Service	645	727	-11%	553	17%	551	17%
Incident Reports	192	210	-9%	177	8%	138	39%
Arrests/Citations	132	210	-37%	91	45%	58	128%
Traffic Events	129	254	-49%	152	-15%	185	-30%
DUII Calls	2	6	-67%	4	-50%	2	0%
Traffic Accidents	18	25	-28%	13	38%	13	38%
Property Crimes	94	116	-19%	86	9%	50	88%
Disturbances	85	71	20%	50	70%	49	73%
Drug/Narcotics Calls	4	13	-69%	7	-43%	6	-33%
Animal Complaints	21	22	-5%	17	24%	15	40%
Officer O.T.	255.1	93.73	172%	173	47%	104	145%
Reserve Hours	0	37.5	-100%	18.5	-100%	34.5	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	645								
Incident Reports	192								
Arrests/Citations	132								
Traffic Events	129								
DUII Calls	2								
Traffic Accidents	18								
Property Crimes	94								
Disturbances	85								
Drug/Narcotics Calls	4								
Animal Complaints	21								
Officer O.T.	255.07								
Reserve Hours	0								

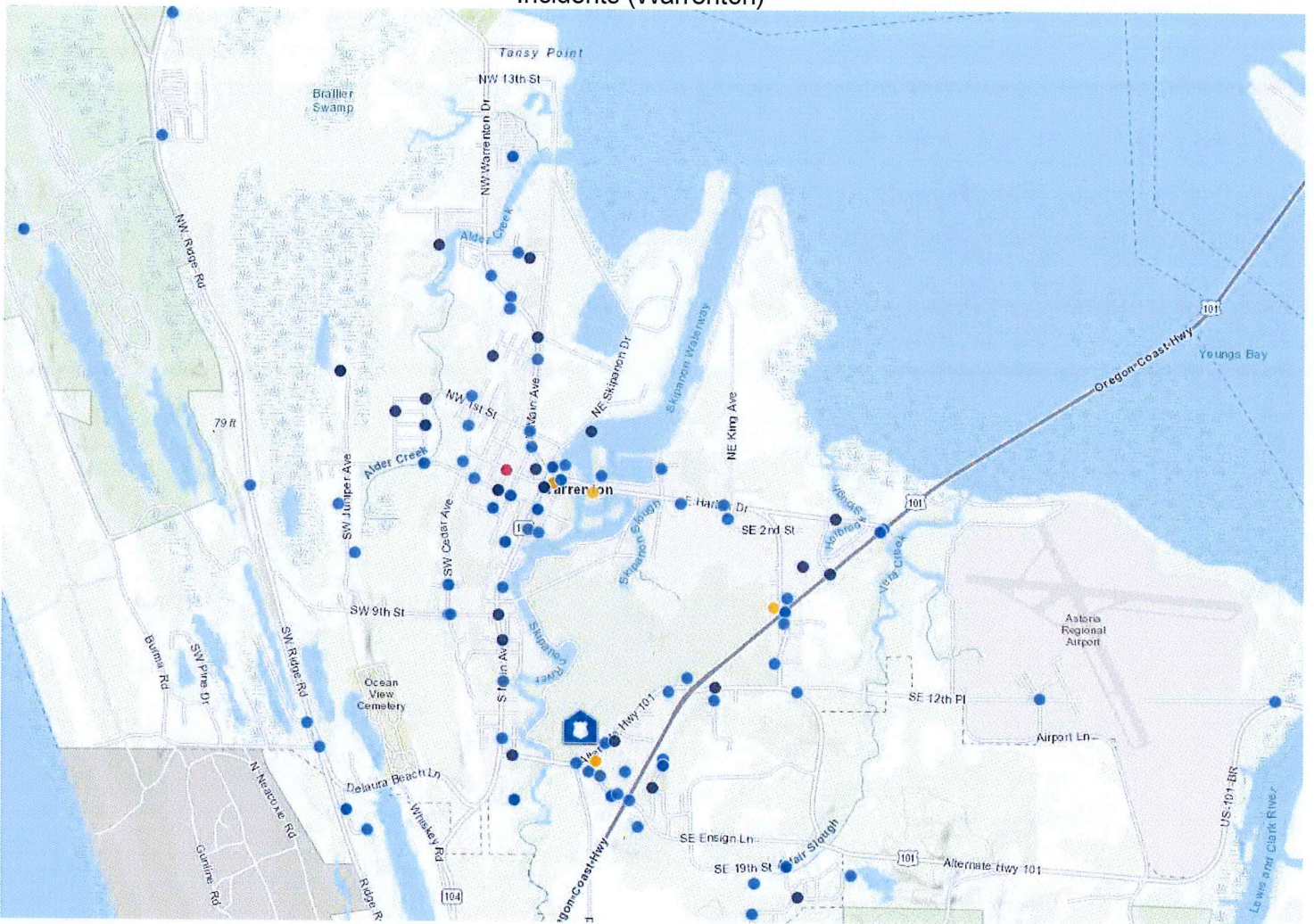
Oct	Nov	Dec	2020 YTD	2020 Estimate	2019	2020 v 2019	2018	2020 v. 2018	2017	2020 v. 2017
			645	7740	9106	-15%	9332	-17%	7956	-3%
			192	2304	2420	-5%	2551	-10%	2028	14%
			132	1584	2095	-24%	1731	-8%	1098	44%
			129	1548	2461	-37%	3101	-50%	2094	-26%
			2	24	46	-48%	55	-56%	52	-54%
			18	216	260	-17%	271	-20%	226	-4%
			94	1128	1254	-10%	1187	-5%	902	25%
			85	1020	1082	-6%	953	7%	778	31%
			4	48	87	-45%	108	-56%	79	-39%
			21	252	328	-23%	325	-22%	301	-16%
			255.07	3061	2194.5	39%	1731.7	77%	2400.3	28%
			0	0	259.5	-100%	359.5	-100%	290	-100%

Homeless Incidents	2020	2019
Code 40 (Normal)	24	-
Code 41 (Aggressive)	1	-

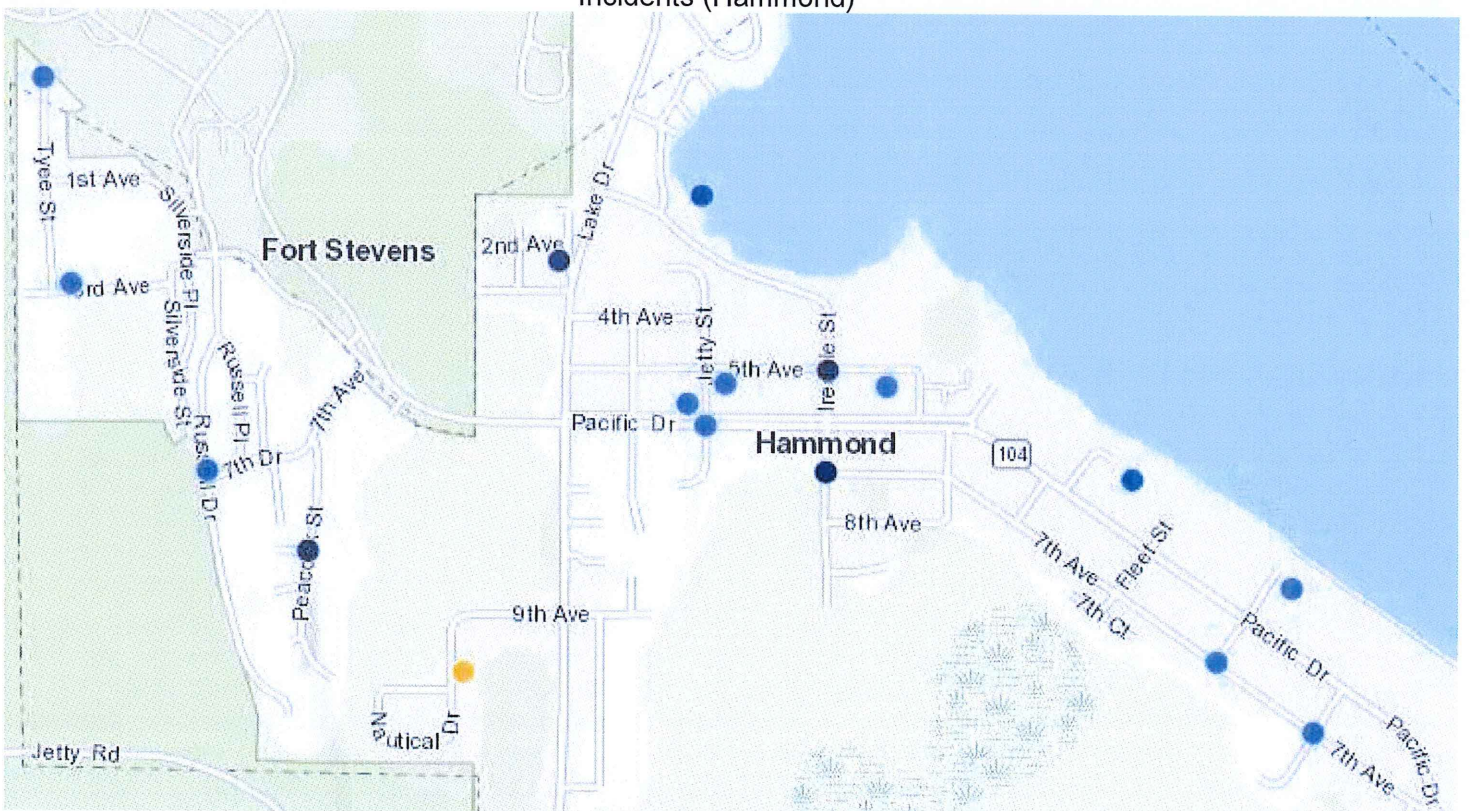
The following is a graphic representation of statistics for November 2019 using our **CityProject** membership (formerly [CrimeReports.com](http://CrimeReports.com)). The "Dots" represent a location of a call and if you would zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website, you can zoom in on each incident for more details.

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

### Incidents (Warrenton)

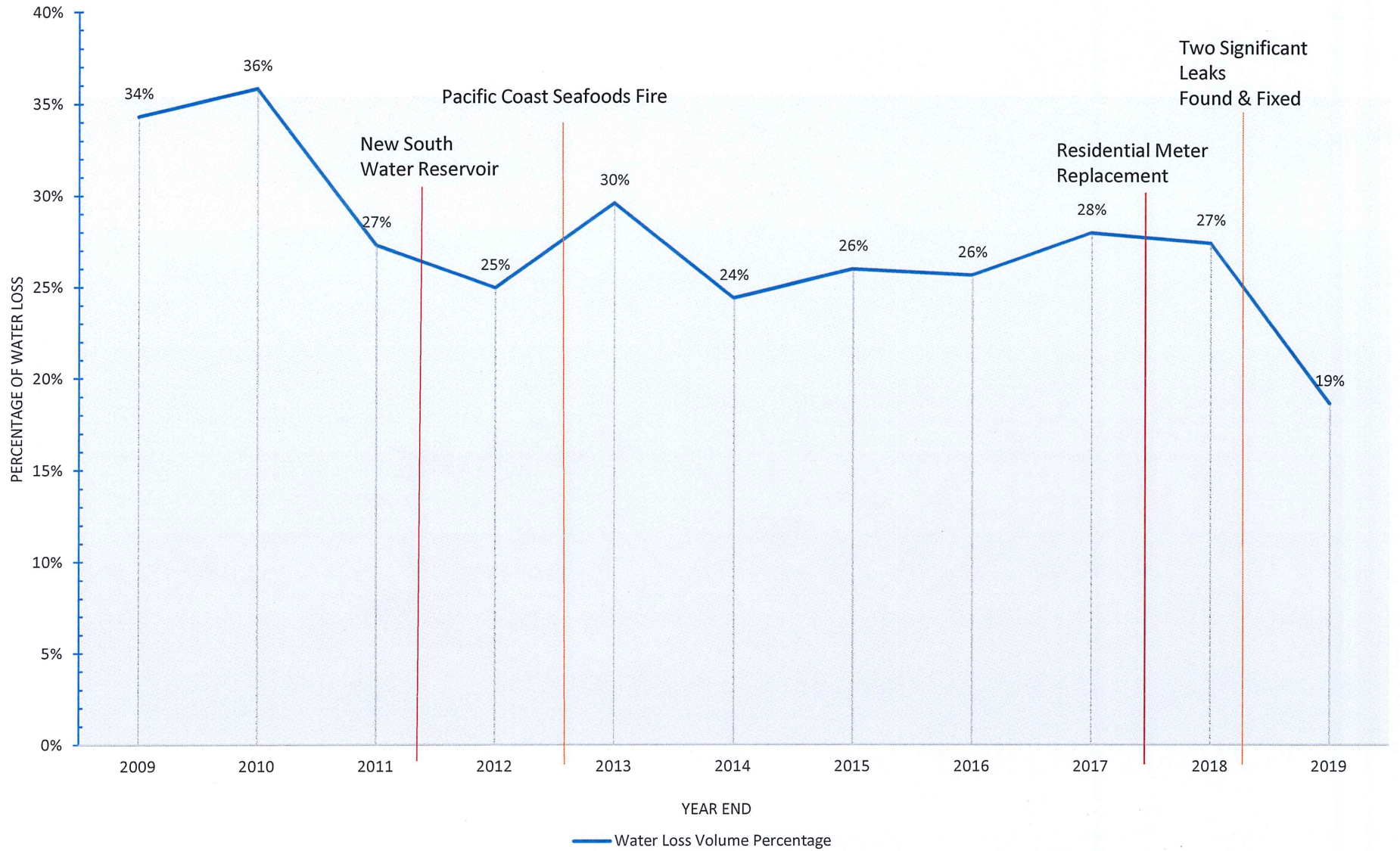


### Incidents (Hammond)



# 3.C

## Water Loss % by Year



Volume 13, Issue 7

Monthly Finance Report  
January 2020

February 25, 2020

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	2.25%	2.75%
Prime Rate:	4.75%	5.50%
◆ CPI-U change:	2.5%	1.6%
◆ Unemployment Rates:		
Clatsop County:	not avail.	4.3%
Oregon:	not avail.	4.3%
U.S.:	not avail.	4.0%

Department Statistics

◆ Utility Bills mailed	3,382
◆ New Service Connections	0
◆ Reminder Letters	488
◆ Door Hangers	94
◆ Water Service Discontinued	13
◆ Walk-in counter payments	844
◆ Mail payments	1,080
◆ Auto Pay Customers/pmts	656
◆ Online (Web) payments	864
◆ Checks issued	351

Current and Pending Projects

- ◆ 2020-2021 Budget Preparation
- ◆ 2021-2025 Capital Improvement Program
- ◆ Year End Payroll Tax, W2, 1099 and ACA Reporting
- ◆ Springbrook Upgrade

Financial Narrative as of January 31, 2020

**Note:** Revenues and expenses should track at 7/12 or 58.3% of the budget.

**General Fund:** Year to date revenues amount to \$2,887,467, which is 68.9% of the budget, compared to the prior year amount of \$2,636,156 which was 65.7% of the budget and are up by \$251,311. Increases are shown in property taxes, franchise fees, transient room tax, state revenue sharing, community development fees, police charges, park charges and lease receipts and are offset by decreases in municipal court, fire charges, liquor licenses, miscellaneous and interest.

Expenses year to date amount to \$2,629,364, which is 56% of the budget, compared to the prior year amount of \$2,652,217, which was 57.2% of the budget. All departments are tracking at or under the budget except the Admin/Comm/Fin which has large one-time expenditures at the beginning of the year.

**WBA:** Business license revenue amounts to \$59,390, compared to \$56,415 last year at this time, a difference of \$2,975. Year to date licenses issued is 674.

**Building Department:** Permit revenues this month amount to \$23,519 and \$152,152 year to date, which is 45.2% of the budgeted amount. Last year to date permit revenue was \$87,560.

**State Tax Street:** State gas taxes re-

ceived this month amount to \$33,215 for fuel sold in December and \$195,579 year to date. City gas taxes received this month amount to \$28,011 for fuel sold in November and are \$170,145 year to date.

**Warrenton Marina:** Total revenues to date are \$519,289, 83.2% of the budgeted amount, compared to the prior year amount of \$490,571, which was 77.7% of the budgeted amount. There is \$30,515 in moorage receivables outstanding.

**Hammond Marina:** Total revenues to date are \$372,500, 99.1% of the budgeted amount, compared to the prior year amount of \$335,601, which was 84% of the budgeted amount. There is \$2,146 in moorage receivables outstanding.

Of the total outstanding receivables:

\$10,664 (32.7%) is current,

\$4,930 (15.1%) is 30-60 days past due,

\$1,741 (5.3%) is 60-90 days past due and

\$15,326 (46.9%) is over 90 days past due

**Water Fund:** Utility fees charged this month are \$162,714 and \$79,468, and \$1,518,572 and \$883,247 year to date for in-city and out-city respectively and totals \$2,401,819 and is 74.3% of the budget. Last year at this time year to date fees were \$1,167,194 and \$884,053, for in-city and out-city, respectively, and totaled \$2,051,247.

**Sewer Fund:** Utility fees charged this month are \$200,767 and \$1,422,603 year to date, which is 61.5% of the budget. Last year at this time year to date fees were \$1,331,867. Shoreline Sanitary fees year to date are \$79,028. Septage revenue year to date is \$86,164 and is 30.8% of the budget. Total revenues year to date are \$1,687,808 compared to \$1,658,741 at this time last year.

**Storm Sewer:** Utility fees (20% of sewer fees) this month are \$40,132 and \$284,365 year to date and is 61.4% of the budget. Last year to date revenues were \$266,410 which was 61% of the budget.

**Sanitation Fund:** Service fees charged this month for garbage and recycling were \$79,728 and \$16,321, and \$573,279 and \$114,039, year to date, and are 60.6.2% and 56.9% of the budget respectively.

**Library:** Current year to date property taxes received amount to \$185,275 compared to \$176,824 at this time last year.

**Community Center:** Rental revenue to date is \$12,591 and represents 78.7% of the budget. Last year at this time rental revenue was \$12,197 and 87.1% of the budget.

**Quincy Robinson Trust:** Annual Revenue contributions were received from the trust this month in the amount of \$47,196.

## Financial data as of January, 2020

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,402,778	1,156,780	850,000	136.09
Plus: Revenues	330,944	2,887,467	4,193,122	68.86
Less: Expenditures				
Municipal Court	11,331	77,988	147,246	52.96
Admin/Comm/Fin(ACF)	89,737	757,688	1,184,564	63.96
Planning	18,120	128,811	241,244	53.39
Police	143,619	1,046,428	1,967,073	53.20
Fire	48,641	450,437	866,876	51.96
Parks	7,391	73,434	196,314	37.41
Transfers	-	94,578	94,578	100.00
Total Expenditures	318,839	2,629,364	4,697,895	55.97
Ending Fund Balance	1,414,883	1,414,883	345,227	409.84

(see details of revenue, page 4)

	WBA			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	94,182	59,607	49,000	121.65
Plus: Revenues	910	60,716	56,500	107.46
Less: Expenditures	1,529	26,760	90,759	29.48
Ending Fund Balance	93,563	93,563	14,741	634.71

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	293,074	269,746	238,000	113.34
Plus: Revenues	24,028	156,050	340,500	45.83
Less: Expenditures	23,552	132,246	339,819	38.92
Ending Fund Balance	293,550	293,550	238,681	122.99

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,333,692	2,327,209	2,100,000	110.82
Plus: Revenues	65,562	398,332	795,807	50.05
Less: Expenditures	18,550	344,837	2,589,171	13.32
Ending Fund Balance	2,380,704	2,380,704	306,636	776.39

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	390,052	157,790	149,000	105.90
Plus: Revenues	19,504	519,289	623,978	83.22
Less: Expenditures	44,894	312,417	667,465	46.81
Ending Fund Balance	364,662	364,662	105,513	345.61



## Financial data as of January 2020, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	322,039	149,169	130,000	114.75	2,682,795	1,857,462	900,000	206.38
Plus: Revenues	3,886	372,500	375,901	99.10	258,967	2,546,482	5,067,800	50.25
Less: Expenditures	26,171	221,915	428,578	51.78	116,490	1,578,672	5,159,212	30.60
Ending Fund Balance	<u>299,754</u>	<u>299,754</u>	<u>77,323</u>	<u>387.66</u>	<u>2,825,272</u>	<u>2,825,272</u>	<u>808,588</u>	<u>349.41</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,555,712	2,001,200	1,800,000	111.18	1,003,853	815,590	700,000	116.51
Plus: Revenues	235,836	1,687,808	2,831,800	59.60	41,734	295,727	472,800	62.55
Less: Expenditures	169,484	1,066,944	3,242,720	32.90	10,111	75,841	707,700	10.72
Ending Fund Balance	<u>2,622,064</u>	<u>2,622,064</u>	<u>1,389,080</u>	<u>188.76</u>	<u>1,035,476</u>	<u>1,035,476</u>	<u>465,100</u>	<u>222.64</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	465,423	420,570	380,000	110.68	23,165	19,490	16,000	121.81
Plus: Revenues	97,588	699,528	1,157,772	60.42	2,185	17,009	20,775	81.87
Less: Expenditures	101,153	658,240	1,342,137	49.04	1,989	13,138	27,481	47.81
Ending Fund Balance	<u>461,858</u>	<u>461,858</u>	<u>195,635</u>	<u>236.08</u>	<u>23,361</u>	<u>23,361</u>	<u>9,294</u>	<u>251.36</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	209,507	114,826	110,000	104.39	60,213	279,672	214,603	130.32
Plus: Revenues	1,293	194,876	204,865	95.12	(2,285)	146,769	1,867,622	7.86
Less: Expenditures	18,418	117,320	219,126	53.54	-	368,513	2,082,225	17.70
Ending Fund Balance	<u>192,382</u>	<u>192,382</u>	<u>95,739</u>	<u>200.94</u>	<u>57,928</u>	<u>57,928</u>	<u>-</u>	<u>-</u>

## Financial data as of January 2020, continued

(\$) Cash Balances as of January 31, 2020

General Fund	1,674,933	Warrenton Marina	343,111	Storm Sewer	984,799
WBA	93,761	Hammond Marina	297,941	Sanitation Fund	382,212
Building Department	296,364	Water Fund	2,295,783	Community Center	25,724
State Tax Street	2,388,958	Sewer Fund	2,298,354	Library	194,449

## Warrenton Urban Renewal Agency

Capital Projects	70,723
Debt Service	2,090,099

General Fund Revenues	Collection Frequency	2019-2020 Budget	Actual as a % of Current Budget	Collections/Accruals Year to date		(over) under budget
				January 2020	January 2019	
Property taxes-current	AP	1,012,257	95.36	965,338	921,684	46,919
Property taxes-prior	AP	35,000	59.02	20,656	20,010	14,344
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	560,000	50.54	283,042	261,858	276,958
COW - franchise fees	M	155,488	67.75	105,345	91,762	50,143
Transient room tax	Q	555,514	65.79	365,481	269,972	190,033
Liquor licenses	A	625	88.00	550	625	75
State revenue sharing	MQ	158,351	42.17	66,769	59,655	91,582
Municipal court	M	120,620	60.31	72,744	80,537	47,876
Community development fees	I	55,000	65.86	36,221	22,448	18,779
Police charges	I	16,800	64.90	10,903	10,809	5,897
Fire charges	SM	100,509	50.00	50,255	60,674	50,254
Park charges	I	-	0.00	480	50	-
Miscellaneous	I	1,200	969.08	11,629	12,699	(10,429)
Interest	M	27,000	43.50	11,744	16,055	15,256
Lease receipts	M	210,194	61.19	128,623	125,026	81,571
<b>Sub-total</b>		<b>3,008,558</b>	<b>70.79</b>	<b>2,129,780</b>	<b>1,953,864</b>	<b>878,778</b>
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,184,564	63.96	757,688	682,292	426,876
<b>Total revenues</b>		<b>4,193,122</b>	<b>68.86</b>	<b>2,887,468</b>	<b>2,636,156</b>	<b>1,305,654</b>

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

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

S - semi-annual

I - intermittently

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

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2020. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

RECORDED

CLATSOP COUNTY, OREGON

JAN - 9 2020

Doc# 2020010017

In the Matter of Licensing Retail Sales  
of Tobacco Products

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)  
)

ORDINANCE No. 2019-03

The People of Clatsop County, Oregon, ordain as follows:

SECTION 1. TITLE.

This Ordinance shall be known as Ordinance No. 2019-03 the "Clatsop County Retail Sales of Tobacco Product Licensing Ordinance".

SECTION 2. AUTHORITY.

This Ordinance is adopted pursuant to Chapter 3, Section 8 of the Clatsop County Home Rule Charter.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to regulate the sale of tobacco and inhalant delivery products with a goal of enhancing public health and preventing teenagers from accessing tobacco or inhalant products.

SECTION 4. ADOPTION.

The Board of County Commissioners hereby adopts the Clatsop County Retail Sales of Tobacco Products Licensing Ordinance as shown in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 5. SEVERABILITY.

If for any reason any court of competent jurisdiction holds any portion of this Ordinance, including its attachments or any portion therein, to be invalid, and such holding is upheld on any appeal, such portion shall be deemed a separate, distinct and independent portion. Any such holding shall not affect the validity of the remaining portions.

SECTION 6. SCRIVENER'S ERRORS.

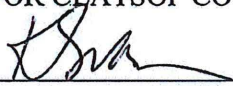
A scrivener's error in any portion of this ordinance or its attachments may be corrected by order of the Board of County Commissioners.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be effective 30 days after passage.

Dated this 8 day of January, 2020.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

  
\_\_\_\_\_  
Chair

By   
\_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: 12-11-19

Second Reading: 1-8-20

## EXHIBIT A

### 1. Definitions.

The following words and phrases, whenever used in this ordinance, shall have the meanings defined herein unless the context clearly requires otherwise:

- A. "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of any violations of this ordinance is not an Arm's Length Transaction.
- B. "Cigar" means any roll of tobacco that is wrapped in tobacco leaf or in any substance containing tobacco, with or without a tip or mouthpiece, and that is not defined as a cigarette under Oregon Revised Statutes Section 323.010.
- C. "Department" means Clatsop County Public Health and any agency or Person designated by the Department to enforce or administer the provisions of this ordinance.
- D. "Flavored Product" means any Licensed Product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a licensed product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than a taste or smell of tobacco will constitute presumptive evidence that the product is a Flavored Product.
- E. "Inhalant Delivery System" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device, or a component of such a device or a substance in any form sold for the purpose of being vaporized or aerosolized by such a device, whether the component or substance is sold separately or is not sold separately. "Inhalant Delivery System" does not include Tobacco Products and does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for any therapeutic purpose, if the product is marketed and sold solely for that approved purpose.
- F. "Licensed Product" collectively refers to any tobacco product, Tobacco Paraphernalia, or Inhalant Delivery System. "Listed or Non-Discounted Price" means the higher of the price listed for a Licensed product on its package or the price listed on any related shelving, posting, advertising or display at the place where any such products are sold or offered for sale. Listed or Non-Discounted Price includes all applicable taxes if such taxes are not included in the stated price, and before the application of any discounts or coupons.
- G. "Person" means any natural person, business, partnership, cooperative association, employer, corporation, personal representative, receiver, trustee, assignee, or any other legal entity, excluding a government agency.

- H. "Proprietor" means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can, does have, or shares ultimate control over the day-to-day operations of a business.
- I. "School" means any public school – including any kindergarten, elementary, middle, junior high, or high school.
- J. "Tobacco Paraphernalia" means cigarette papers, wrappers, pipes, cigarette rolling machines, and any other item designed for the consumption, use, or preparation of any Tobacco Product.
- K. "Tobacco Product" means any bidi, cigarette, as defined in Oregon Revised Statutes, Section 323.010 (definitions for ORS323.005 to 323.482), cigar, cheroot, stogie, perique, granulated, plug cut, crimp cut, ready rubbed, pipe tobacco and other smoking tobacco, snuff, snuff flour, cavendish, plug and twist tobacco, fine-cut and other chewing tobacco, snus, short, refuse scrap, clipping, cutting, and sweeping of tobacco. "Tobacco Product" also means any device that can be used to deliver tobacco products to a person using the device. "Tobacco Product" does not include any drug, device, or combination product authorized by the United States Food and Drug Administration for sale as a tobacco cessation product or for any other therapeutic purpose, if the product is marketed and sold solely for the approved purpose.
- L. "Tobacco Retailer" means any Proprietor or entity, as defined in Oregon Revised Statutes Section 60.001 that sells, offers for sale, or exchanges or offers to exchange, for any form of consideration, any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products, Tobacco Paraphernalia, or Inhalant Delivery Systems sold, offered for sale, exchanged, or offered for exchange.

**2. License required.**

- A. A Tobacco Retailer License is required for each address at which any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System is sold, exchanged, or offered for sale or exchange.
- B. Each applicant for a Tobacco Retailer license must meet all requirements of this ordinance and all rules adopted pursuant to this ordinance, and all federal, state, and local laws relating to the retail sale of Tobacco Products, Tobacco Paraphernalia, or Inhalant Delivery Systems.
- C. A Tobacco Retailer may only make Tobacco Products available from a licensed, fixed location. Tobacco Retailing by natural persons on foot or from vehicles or mobile units is prohibited.
- D. Application for a Tobacco Retailer license shall be made on forms provided by Clatsop County and shall be submitted in the name of each Proprietor proposing to conduct Tobacco Retailer sales and signed by each Proprietor or an authorized agent thereof. It shall be the responsibility of each Proprietor to be informed about all applicable laws affecting a Tobacco Retailer license. All applications for a Tobacco Retailer license shall contain the following information:
  - 1. The name, address, and telephone number of each Proprietor of the business seeking a license;
  - 2. The business name, address, and telephone number of the single fixed location for which a license is sought;
  - 3. A single name and mailing address authorized by each Proprietor to receive all communications

- and notices (“the Authorized Address”) required by, authorized by, or convenient to the enforcement of this ordinance, provided that, if an Authorized Address is not provided, each Proprietor will be understood to consent to the provision of notice at the business address specified in subparagraph two (2) above;
4. Proof that the location for which a Tobacco Retailer license is sought has been issued a valid state license for the sale of Tobacco Products, Tobacco Paraphernalia and Inhalant Delivery Device if the Tobacco Retailer sells products that require state licensure;
  5. Whether or not any Proprietor or any agent of the Proprietor has admitted violating, or has been found to have violated, this ordinance and, if so, the dates and locations of all such violations within the previous five (5) years; and
  6. Such other information as the Department deems necessary for the administration and enforcement of this ordinance, as specified on the required application form.
- E. A licensed Tobacco Retailer shall inform the Department, in writing, of any change in the information submitted on an application for a Tobacco Retailer license within ten (10) business days of any such change.
- F. A license fee shall be submitted with an application for a new license or the renewal of a license. The fee shall be established from time to time by resolution of the Clatsop County Board of Commissioners and shall be calculated so as to recover the costs of administration and enforcement of this ordinance including, but not limited to, issuing a license, administering the Tobacco Retailer license program, providing Tobacco Retailer education, conducting Tobacco Retailer inspections and compliance checks, documenting violations, and prosecuting alleged violators. The fee established shall not exceed the costs of the administration and enforcement of this ordinance. All fees and interest upon proceeds of fees shall be used exclusively to fund the costs of the administration and enforcement of this ordinance.
- G. All information specified in an application pursuant to this section is subject to disclosure under the Oregon Public Records Act or any other applicable law, subject to the laws' exemptions.
- H. All Tobacco Retailer licenses issued are valid for one calendar year from the date of issuance.
- I. Each Tobacco Retailer license shall be prominently displayed in plain view of the general public at each licensed location and shall be exhibited to any person upon request.
- J. As part of program administration, the Department shall provide educational resources to licensed Tobacco Retailers to support compliance with the license requirements. Upon request, the Department shall provide educational materials in the preferred language of a Tobacco Retailer. In addition to the provision of educational materials, the Department, in its discretion, may offer Tobacco Retailers, including managers or other employees, annual, free, culturally responsive training on federal, state, and local laws affecting Tobacco Retailers and Tobacco Retailing to support clerks, managers, and owners in meeting applicable legal requirements. The Department shall update its educational resources when federal, state, or local laws are enacted and provide the updated resources to Tobacco Retailers in a timely manner.
3. **Prohibition within 1000 feet of school.** No license will be issued to a Tobacco Retailer located within 1,000 feet of any school as follows:

- A. Except as provided in subsection (B), no Tobacco Retailer license will be issued within one thousand (1,000) feet of a school as measured by a straight line from the nearest point of the property line of the lot or parcel on which the school is located to the nearest point of the property line of the parcel on which the applicant's business is located. For the purposes of this subsection, a "school" is a public kindergarten, elementary, middle, junior high or high school.
- B. A Tobacco Retailer that has been in operation, or whose predecessor in interest has been in operation, at a location governed by subsection (A) above consistently since January 1, 2019, is exempt from the requirements of section (A) above. A Tobacco Retailer that has been in operation, or whose predecessor in interest has been in operation, at a location governed by subsection (A) above consistently since January 1, 2019, that would otherwise be ineligible to receive or renew a Tobacco Retailer license due to the creation or relocation of a school is exempt from the requirements of this subsection.

**4. License Conveys a Limited, Conditional Privilege.**

Nothing in this ordinance grants any Proprietor obtaining and maintaining a Tobacco Retailer's license any status or right other than the limited conditional privilege to act as a Tobacco Retailer at the location identified on the face of the license. Nothing in this Ordinance renders inapplicable, supersedes, or applies in lieu of any other provision of applicable law, including but not limited to, any provision of this Ordinance, or any condition or limitation on smoking in an enclosed place of employment under ORS 433.847 and OAR 333-015-0068 or other federal or local ordinances. Obtaining a Tobacco Retailer's license does not make the Tobacco Retailer a certified smoke shop under ORS 433.847 and OAR 333-015-0068.

**5. Grounds for denial of license.**

Upon receipt of a complete application for a Tobacco Retailer license and the license fee required by this ordinance, the Department shall issue a license unless substantial evidence demonstrates that one or more of the following bases for denial exists:

- A. The information presented in the application is inaccurate, misleading, or false. Intentionally supplying inaccurate, misleading, or false information shall be a violation of this ordinance;
- B. The application seeks authorization for a Tobacco Retailer license at a location for which this ordinance prohibits issuance of a Tobacco Retailer license. This subparagraph shall not constitute a basis for denial of a license if the applicant provides Clatsop County with clear and convincing evidence that the applicant has acquired, or is acquiring, the location or business in an Arm's Length Transaction from a Tobacco Retailer that is exempt from all applicable location prohibitions in this ordinance;
- C. The application seeks a Tobacco Retailer license for a Proprietor to whom this ordinance prohibits a license to be issued;
- D. The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to Licensed products, or any other violation of law related to retailing that the Department deems disqualifying;
  - a. The applicant has had a license to sell licensed products suspended or revoked within the



preceding 12 months of the date of application;

- E. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license; or
- F. The application seeks a Tobacco Retailer license for activities that are prohibited by law or municipal Ordinance including, without limitation, a zoning ordinance, building code, or business license, or that is unlawful pursuant to any other local, state, or federal law.

**6. License renewal and expiration.**

- A. A Tobacco Retailer license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. Each Tobacco Retailer shall apply for the renewal of the license and submit the license fee no later than thirty (30) days prior to expiration of the one-year license term.
- B. A Tobacco Retailer license that is not timely renewed will expire at the end of its one-year term. To renew a license not timely renewed as described herein, the Tobacco Retailer must:
  - 1. Submit the license fee and application renewal form; and
  - 2. Submit a signed and notarized affidavit affirming that the Tobacco Retailer:
    - (a) Has not sold and will not sell any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System after the license expiration date and before the license is renewed; or
    - (b) Has waited the period of time required by Section 10 of this ordinance, for the violation of Tobacco Retailing without a valid license, before seeking renewal of the license.

**7. Licenses nontransferable.**

Tobacco Retailer license may not be transferred from one Tobacco Retailer to another or from one location to another. Any prior violation of this ordinance at any location will continue to be counted against a location unless the location has been transferred to new proprietors(s) in an Arm's Length Transaction and the new proprietors provide the Department with clear and convincing evidence, that the business has been acquired in an Arm's Length Transaction.

**8. Prohibitions.**

- A. No Proprietor who holds a Tobacco Retailer license issued under this ordinance, nor any employee or agent of same, shall make available, dispense, sell, offer to sell, or cause to be sold any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System:
  - 1. Without a valid Tobacco Retailer license.
  - 2. Outside original packaging containing health warnings required under federal law.
  - 3. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.
- B. No Person shall sell, exchange, transfer, offer to sell, exchange or transfer, or otherwise distribute any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System to any Person under the minimum legal sales age of twenty-one (21).
  - 1. No Proprietor who holds a Tobacco Retailer license issued under this ordinance, nor any employee or agent of same, shall sell, exchange, transfer, offer to sell, exchange or transfer, or

- otherwise distribute a Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System to another Person who appears to be under the age of thirty (30) years without first examining the government-issued photographic identification of the recipient to confirm that the recipient is at least the minimum legal sales age to purchase and possess the Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System.
2. No Proprietor engaged in Tobacco Retailing shall locate any Tobacco Products, Tobacco Paraphernalia, or Inhalant Delivery Systems in any location in a retail store or other establishment where such products are accessible by a customer without the assistance of a Tobacco Retailer or an employee or agent of the Tobacco Retailer. This prohibition does not apply to a Person in a licensed establishment that is permanently and entirely off-limits to Persons under the age of twenty-one (21) and that prohibits Persons under twenty-one (21) from entering the establishment at any time.
- C. No Tobacco Retailer with a license issued under this ordinance, nor any employee or agent of same, shall:
1. Accept or redeem, offer to accept or redeem, or cause or hire any Person to accept, redeem, or offer to accept or redeem any coupon that provides any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System without charge or for less than the listed or non-discounted price; or
  2. Sell, offer to sell, or cause to be sold any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System to any Person through any multi-pack discounts, such as a buy-two-get-one-free discount or a cents- or dollars-off discount, or otherwise provide or distribute to any Person any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System without charge, or for less than the listed or non-discounted price, in exchange for the purchase of any other Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System; or
  3. Distribute, or cause to be distributed, any free or nominally-priced sample of any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System at any retail location or at any other public place within Clatsop County.
- D. A Person without a valid Tobacco Retailer license, including, but not limited to, a Person whose license has been suspended, revoked, or not renewed shall keep all Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems out of public view, and shall not display any indoor outdoor advertisement or otherwise publish or distribute any advertisement relating to a Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System that promotes the sale or distribution of such products from the Tobacco Retailer location or that could lead a reasonable consumer to believe that such products can be obtained at that location. The public display of any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System in violation of this provision shall constitute Tobacco Retailing without a license.
- E. It is a violation of this ordinance to fail to comply with license provisions or rules adopted pursuant to this ordinance and federal, state, and local laws relating to Tobacco Retailing.

**9. Enforcement and monitoring.**

- A. The Department will monitor and enforce compliance with this Ordinance. In addition, any peace officers may enforce the penal provisions of this Ordinance and Clatsop County Code Compliance

Specialist may enforce compliance with this Ordinance.

- B. The Department will endeavor to inspect each Tobacco Retailer at least one time per twelve-month period. Nothing in this paragraph creates a right of action in any licensee or other Person against the County, Department or its agents.

**10. Administrative penalties, license suspension or revocation.**

- A. In addition to any other penalty authorized by law, a Tobacco Retailer shall be charged an administrative penalty and the Tobacco Retailer's license shall be suspended or revoked if a court of competent jurisdiction determines, or the Department finds, based on a preponderance of the evidence, after the Tobacco Retailer is afforded notice and an opportunity to be heard, that the Tobacco Retailer, or any agent or employee of the licensee, has violated any of the requirements, conditions, or prohibitions of this ordinance or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section 8 above.
  - 1. Upon a finding by the Department of a first violation of this ordinance at a location within any twenty-four (24) month period, the Tobacco Retailer shall be charged an administrative penalty of \$500 for a first violation.
  - 2. Upon a finding by the Department of a second violation of this ordinance at a location within any twenty-four (24) month period, the Tobacco Retailer shall be charged an administrative penalty of \$2500 and the Tobacco Retailer's license shall be suspended for thirty (30) days.
  - 3. Upon a finding by the Department of a third violation of this ordinance at a location within any twenty-four (24) month period, the Tobacco Retailer shall be charged an administrative penalty of \$5000 and the Tobacco Retailer's license shall be suspended for ninety (90) days.
  - 4. Upon a finding by the Department of four or more violations of this ordinance at a location within any twenty-four (24) month period, the Tobacco Retailer shall be charged an administrative penalty of \$7500 and the Tobacco Retailer's license shall be revoked.
- B. A decision of the Department to assess a penalty and suspend or revoke a license is appealable to the Clatsop County Manager. Any appeal must be filed in writing with the County Manager within ten (10) days of mailing of the Department's decision. If such an appeal is timely made, it shall stay enforcement of the appealed action. An appeal to the County Manager is not available for a revocation made pursuant to subsection (C) below.
- C. A Tobacco Retailer license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under this Ordinance existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of Clatsop County. Such a revocation shall be without prejudice to the filing of a new license application.
- D. A Tobacco Retailer whose license has been revoked due to violation of this ordinance shall not be able to reapply until five (5) years have passed from the date of violation.

**11. Tobacco retailing without a valid license.**

- A. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds, based on a preponderance of evidence, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer license, either directly or through any agent or employee of the Person, the Person shall be ineligible to apply for, or to be issued, a Tobacco Retailer license as follows:
  - 1. After a first violation of this section at a location within any twenty-four (24) month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty (30) days have passed from the date of the violation.
  - 2. After a second violation of this section at a location within any twenty-four (24) month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety (90) days have passed from the date of the violation.
  - 3. After of a third or subsequent violation of this section at a location within any twenty-four (24) month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until five (5) years have passed from the date of the violation.
- B. Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems offered for sale or exchange in violation of this section are subject to seizure by the Department or any peace officer and shall be forfeited after the licensee and any other owner of any Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems seized is given reasonable notice and an opportunity to demonstrate that the Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems were not offered for sale or exchange in violation of this ordinance. The decision by the Department may be appealed pursuant to the procedures set forth in Section 10B. Forfeited Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems shall be destroyed after all internal appeals have been exhausted.
- C. For the purposes of the civil remedies provided by this Ordinance, each day on which a Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System is offered for sale in violation of this ordinance, or each individual Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System that is distributed, sold, or offered for sale in violation of this ordinance, shall constitute a separate violation of this ordinance.

**12. Additional remedies.**

- A. The remedies provided by this ordinance are cumulative and in addition to any other remedies available at law or in equity.
- B. Violations of this ordinance are hereby declared to be public nuisances and may be abated pursuant to Chapter 1.12 of the Clatsop County Code, State law, or any applicable municipal ordinance.
- C. In addition to other remedies provided in this ordinance, municipal code, or by other law, any violation this ordinance may be remedied by a civil action including, for example, through administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig, P.E., Public Works Director  
DATE: February 25<sup>th</sup>, 2020  
SUBJ: Surplus Public Works Equipment

### SUMMARY

The City of Warrenton Public Works Department has several pieces of equipment and materials that are to be decommissioned and need to be declared surplus property. The description of the equipment and materials are as follows:

- Dissolved Oxygen Sensor, condition unknown
- Touch Pad Reader, condition unknown
- Plotter, condition unknown
- Miscellaneous cables/cords for meter reading devices, good condition
- Pocket pro readers, fair condition
- Master Meter readers, fair condition
- Registers, good condition
- Water Meters, good condition

Public Works plans to sell the above items via a public auction, per Municipal Code 3.28.080 "General Methods" J1, and Surplus Property section J2 "Disposal of Property with Minimal Value". We recommend that any unsold items at the auction be taken to the local recycling center.

### RECOMMENDATION/SUGGESTED MOTION

*I move to declare the above listed as "surplus" and disposed of according to current administrative policies.*

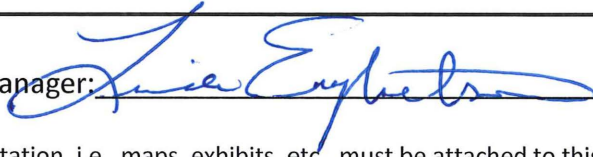
### ALTERNATIVE

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

### FISCAL IMPACT

The equipment/materials being sold will bring a small amount of revenue for the City.

Approved by City Manager:



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

#### ATTACHMENTS



Dissolved oxygen sensor/Touch pad readers



Plotter



Miscellaneous cables/cords for meter reading devices



Pocket Pro readers



Master Meter readers





Registers



Water Meters - 1 1/2"-2" sizes



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Collin Stelzig, P.E., Public Works Director  
 DATE: February 25<sup>th</sup>, 2020  
 SUBJ: Two Safe Pedestrian Routes – Otak Inc.

### SUMMARY

Public Works requested a proposal from Otak, Inc. for the first phase of two pedestrian route plans to connect downtown Warrenton to the High School and to the Fred Meyer area. This first phase is an assessment of alternatives and community engagement process which then leads to programming-level designs and cost estimates which will be used to advance and construct the projects. The proposal includes developing a scope and cost estimate for final design and construction plans for each of the corridors, as well as providing funding strategies to make these critical projects a reality.

Public Works recommends Otak Inc. to complete this work as detailed in their scope of work. Their proposal totaling a not to exceed price of \$54,910.00 and a City contract are attached.

### RECOMMENDATION/SUGGESTED MOTION

*I move to award the contract for the Two Safe Pedestrian Routes Downtown to HS and Downtown to Fred Meyer to OTAK Inc.*

### ALTERNATIVE

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

### FISCAL IMPACT

This project has been budgeted in the City of Warrenton 2019-2020 Adopted Budget.

Approved by City Manager: \_\_\_\_\_

*K. L. ←*

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

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

CONTRACT:

This Contract, made and entered into this \_\_\_\_\_ day of February 2020, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Otak Inc., 808 SW Third Avenue, Suite 800; Portland OR, 97204, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide civil engineering services for the Two Safe Pedestrian Routes Downtown to HS and Downtown to Fred Meyer project for the City of Warrenton, as outlined in the attached Scope of Work, dated 02/10/2020 (attachment A).

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

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$54,910.00 for performance of project management and agency/ODOT coordination, draft plans and cost estimates, grants and ODOT funding, community input, planning for final design plans and implementation;

B. The CONSULTANT will submit a final invoice referencing 040-431-380000 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

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

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: \_\_\_\_\_  
Henry Balensifer, Mayor Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date  
Title: \_\_\_\_\_



February 10, 2020

Collin Stelzig, Public Works Director  
City of Warrenton  
45 SW 2nd St.  
P.O. Box 250  
Warrenton, OR 97146

**Re: Otak Proposal for Professional Civil Engineering Scope of Services – Two Safe Pedestrian Routes Downtown to HS and Downtown to Fred Meyer, Otak Project #19434.**

Dear Collin:

As requested by the City, we are submitting this Scope of Work for the first phase of two pedestrian route plans to connect downtown Warrenton to the High School and to Fred Meyer. This first phase is an assessment of alternatives and community engagement process which leads to programming-level designs and cost estimates which can be used to advance and implement the projects. Our proposal also includes developing a scope and cost estimate for final design and construction plans for each of the corridors, as well as providing funding strategies to make these critical projects a reality.

Our team consists of:

- Chuck Green, PE, our project manager. Chuck has experience with several pedestrian route plans and projects which involve ODOT coordination and which have been funded and implemented, including two along Highway 101 in Yachats and in Florence. Chuck was Otak's project manager for the Kronberg Park Multi-Purpose Trail project in Milwaukie, which had its ribbon cutting in January. That project used ODOT funding and had ODOT design coordination throughout its process.
- Kyle Ayers, PE will provide design services and programming-level cost estimates, assisted by Jon Forrester.
- Li Alligood and Serah Breakstone will lead the land use and route planning and identify permit needs, assisted by Nathan Jones. Nathan will also provide GIS and mapping assistance.
- Chuck, Li and Serah will lead the public input efforts.

We appreciate the City's allowing us to submit on these projects. We encourage the use of this document to identify those elements, and possibly others, that are important to the City. We are committed to working within the approved budget for this work and to finding cost effective and efficient ways to implement these two important corridors.

If you have questions, please contact Chuck at 360.449.2132 (mobile) or [Chuck.Green@otak.com](mailto:Chuck.Green@otak.com), or Kyle at 503.812.3732 (mobile) or [kyle.ayers@otak.com](mailto:kyle.ayers@otak.com).

Respectfully submitted –

A handwritten signature in blue ink, appearing to read "Chuck Green".

Chuck Green, PE  
Project Manager

A handwritten signature in blue ink, appearing to read "Kyle Ayers".

Kyle Ayers, PE  
Engineering Lead



# Phase I: Conceptual Pedestrian Plans

## Assumptions

- Two corridors are under consideration, rough corridor alignment and termini as shown in Attachment 1 to this scope proposal.
- City to provide access to Clatsop County's and City's GIS databases, and provide staff assistance with GIS work.
- No topographic or ground survey will be conducted by Otak during this phase. Advanced design phases may require such survey. Otak does have drone aerial imaging capabilities with photogrammetry available to supplement the work in this phase; that work is not included in the budget.
- "Planning or Programming level design" consists of an alignment and footprint, developing a typical section, identifying additional design considerations, and conceptual engineering. This is an approximate 15-30% level design with a 30-35% contingency for cost estimating purposes. It is useful for project budgeting and programming, and grant applications. An example of a planning-level design is included in Attachment 2 at the end of this proposed scope.
- "Critical issues analysis" is a high-level review of potential roadblocks, fatal flaws, or substantial permitting or right-of-way issues that could cause an alternative to be infeasible. Detailed environmental or permit review under NEPA, DEQ, and/or DLCD will occur during the preliminary design and permitting phases of project design and implementation.
- Kickoff meeting and site visit will involve three (3) Otak staff and be held in Warrenton. Kickoff meeting is assumed to be a 2-hour meeting.
- Regular coordination meetings (after the kickoff meeting) will involve Otak's Project Manager and designated staff from the City. Coordination meetings will be held bi-weekly and will alternate between in-person held in Warrenton and teleconferences, unless otherwise pre-arranged. A total of ten (10) coordination meetings are expected. The kickoff plus one of the other in-person coordination meetings will coincide with other project events in Warrenton (budgeted under Task 2 and Task 4).
- The open house event and presentation to the City Commission will be over two consecutive days. The Open House will involve up to three (3) Otak staff, while the presentation to the City Commission will include Otak's Project Manager and up to one (1) other Otak staff.

The scope of services below is aligned with the work priorities as discussed with City staff.

## 1. Project Management and Agency/ODOT Coordination

***General project management and coordination activities. Coordination with and involvement of ODOT.***

Work includes:

- A. Regular meetings (assume bi-weekly in-person meetings or teleconferences, see Assumptions above) between Otak and City project leads.
- B. Coordination activities with City, ODOT Region 2 and Otak. ODOT will be involved from multiple standpoints: access to and across Highway 101, use of Highway 101 right-of-way, design standards as they pertain to ODOT and ADA, and potentially funding from ODOT's Multimodal Active Transportation fund.
- C. Assume up to five (5) coordination meetings in Warrenton plus the kickoff meeting/site visit. The kickoff plus one (1) of the coordination meetings will be in conjunction with Task 2 and 4 events in Warrenton.
- D. Kickoff meeting coinciding with site tour and windshield survey in Task 2, 2-3 Otak staff and City staff.
- E. As part of the kickoff meeting, Otak will facilitate a partnering charter between City and consultant staff that will identify clear roles and responsibilities for project activities and information sharing, communication channels, and assumptions as to what support the City can provide for the work. It is expected that ODOT

may be asked to participate in the chartering process as well as regular coordination meetings. It is not anticipated that the partnering meeting will change the scope of work, but may provide some clarifications.

- F. General project management, including scope, schedule and budget monitoring, monthly invoicing and progress reporting.
- G. Work is expected to take up to five (5) months from Notice to Proceed.

## **2. Draft Plan and Cost Estimates**

***Collect and summarize base mapping and data for the two routes. Identify, analyze, select and conceptually design the safest, convenient, and efficient routes for each corridor. Develop programming level cost estimates for each route's preferred alternative.***

The first part of this task is to identify gaps, safety areas of concern, opportunities, and roadblocks to achieving a complete pedestrian route for each corridor. The extent including termini of each corridor being assessed is shown in Attachment 1. The second stage will consist of developing a toolbox of design considerations, including minimum pedestrian route widths, ADA needs, pedestrian amenities such as rest benches and information kiosks, any Safe Routes to School plans which may have been developed, as well as availability of public rights-of-way as well as where private ownership needs to be factored in. Next, a wide range of options (through the community charette), and then select up to two (2) promising options for each of the two route corridors for more detailed assessment. The final stage will be to identify a preferred alternative for each route.

- A. In conjunction with the kickoff meeting (Task 1), conduct a site visit/tour and windshield survey of pedestrian corridors to be considered, with City and possibly ODOT Region 2 staff. After the walking tour, convene a short "debrief" meeting to discuss with participants the key observations and findings from the walking tour, as well as opportunities and constraints. This meeting would also identify data and documents from the City, County, ODOT and others including ODOT as-built records and right-of-way inventory.
- B. As part of the data gathering, the City may need to assist and support getting Otak access to Clatsop County GIS database and relevant City databases as well to develop and map an inventory to assist in developing pedestrian route alternatives.
- C. Otak will work with the City to use the performance metrics and project objectives to rate and recommend preferred alternatives for each of the two corridors. Once there has been acceptance of the preferred alternatives, will develop planning/ programming level designs (see Attachment 1) as well as cost estimates (35-50% contingency level).
- D. Otak will then meet with the City to package the recommendations and conceptual designs for presentation at a community event, and later as a presentation to the City Commission. See Task 4.
- E. Safety will be a key for either of these two routes. There is a high number of uncontrolled crossings, leading to potential conflicts between pedestrian and vehicular traffic. As part of developing a menu or "toolbox" of options, safety-related items such as level of traffic control at unsignalized or midblock crossings will be included.
- F. Up to two (2) promising alternatives for each corridor will be identified. Otak will undertake a critical issues assessment to determine potential risks or fatal flaws in moving ahead with all or parts of each alternative. Areas to be assessed (at a high level) include: environmental, range of permits, right-of-way constraints and opportunities, critical/sensitive land areas, etc.
- G. Otak will also develop order-of-magnitude cost estimates for each of the promising alternatives to assist in the evaluation.
- H. Otak will provide findings and recommendations under the adopted metrics to the City for the process of selecting a preferred alternative for each of the two corridors.
- I. Schedule: a milestone-based schedule will be developed within two weeks of Notice to Proceed (NTP). Site visit expected within two weeks of NTP. Planning/programming level cost estimates by July 1, 2020 provided NTP is no later than March 6, 2020.

### **3. Grants and ODOT Funding**

***Identify funding and phasing options for the two corridors; develop cost and supporting information to support expected July 1, 2020 ODOT Call for Projects for the Multimodal Active Transportation Fund.***

- A. As part of developing an implementation plan for each corridor, Otak will evaluate potential phasing to coincide with funding availability. Included in this process will be identifying any development(s) in-process which may build or sign developer agreements for pedestrian projects. Short-term improvements (smaller infrastructure investments) such as traffic control at uncontrolled crossings (high intensity flashing signs, for example), signing/stripping, etc. will be assessed as a first phase of a larger capital project. The implementation plan may need to prioritize one corridor over the other due to funding constraints and availability.
- B. Identify funding options and develop two strategies for implementation, one for funding one corridor at a time, and the other for funding both corridors at the same time. The major state funding is now through Oregon's Multimodal Active Transportation Fund (bike/pedestrian projects were formerly included in the Connect Oregon program, but HB 2017 and HB 2592 changed that starting in 2017). The "Call for Projects" is targeted for July 1 of each year. Also, Otak will assess other grant options including the Safe Routes to School Program, TGM, as well as other grant, public/private and financing options.
- C. Otak will develop the pedestrian plan design to a "programmatic level" cost estimate (Task 2) for use in developing grant applications including Multimodal Active Transportation Fund.
- D. Assist the City as needed to draft grant applications (City to lead and submit the grant applications): assume up to three (3).
- E. Schedule to be determined based on milestone schedule developed in Task 2. Multimodal Active Transportation Fund grant assistance based on actual call for projects calendar, currently assumed to start July 1, 2020. Conceptual design and cost estimates within twelve (12) weeks of NTP.

### **4. Community Input**

***Engaging the community and Commission in reviews of conceptual design of the pedestrian corridors.***

- A. A community engagement plan will be developed prior to the kickoff for review and approval by the City at the kickoff meeting. Otak will revise and finalize based on results of the kickoff meeting. Initial phases of this Plan could include advertising for public input, a suggestion box or drop off at City office, parent/student surveys (Safe Routes to Schools), or even conduct walking route audits with adjacent schools, PTAs, or neighborhood associations. This information would be very helpful with grant applications.
- B. After the initial efforts, Otak will develop a map graphic of each of the corridors, pointing out specific features and issue areas, to allow members of the community an opportunity to identify specific safety and mobility issues.
- C. Once input has been received and conceptual options have been laid out, Otak and the City will hold an evening open house for the public to discuss their concerns and comment on the concepts.
- D. After the alternatives analysis process has reached a point where there are findings and recommendations, hold a community open house on a Monday evening (one night prior to a City Commission meeting) to receive public feedback on the recommended options. At a City Commission workshop the following evening, present the recommended options and public input for Commissioner input.

### **5. Planning for Final Design Plans and Implementation**

***Draft scope of work and cost estimate for final design, permitting and construction support.***

This is to support the City's "next steps" once grants and City funding is programmed for project implementation.

- A. Otak will develop a scope and consultant cost estimate for permitting and final design phases.
- B. For implementation, if one corridor is built first, a benefit to the City may be to summarize lessons learned from implementing the first corridor to be used for developing the second.

The next phase would consist of preliminary and final design, environmental clearances and permits, right-of-way acquisition, funding applications, and the construction process. It is possible that there will be a Phase II for each of the two corridors, and each may have a short-term improvement in advance of a longer-term capital investment project. These will be separately discussed and negotiated after completion of Phase I and partial or complete funding of the implementation phase(s).

## **6. Contingency/Optional Tasks (Not Part of This Budget)**

***Additional work efforts available upon City's request should budget become available, or should current budget allow.***

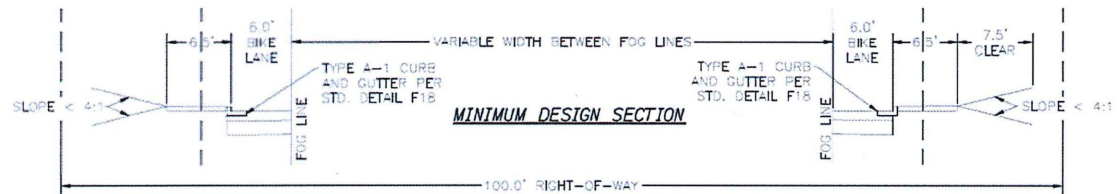
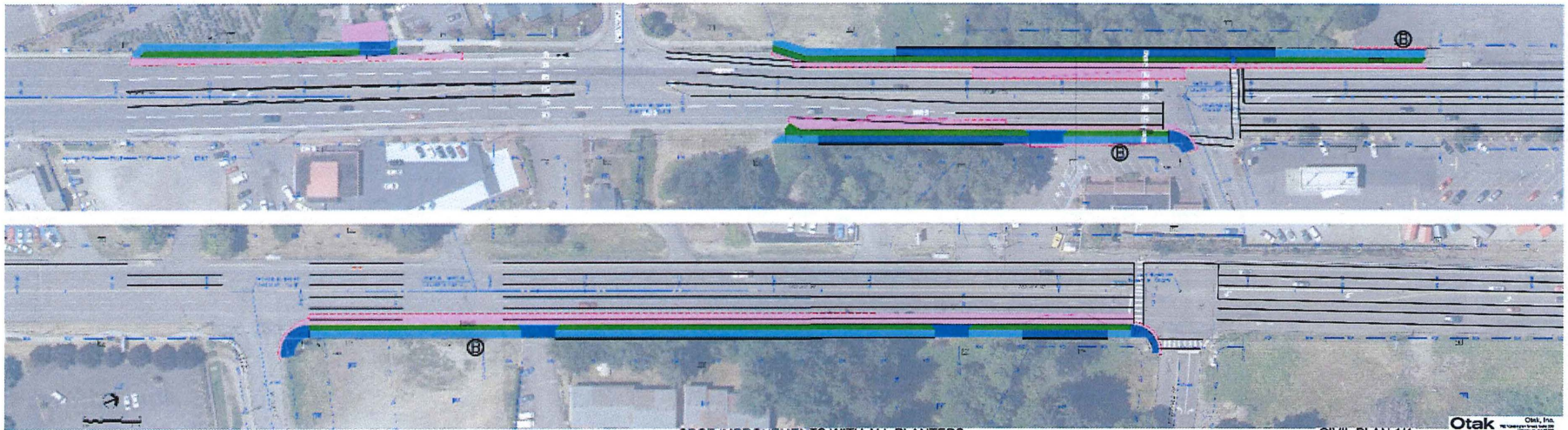
Each task will only be undertaken upon authorization from City's Project Manager.

- A. As part of public input, Otak will develop an online "GIS Story Map" of each of the corridors, pointing out specific features and issue areas, to allow members of the community an opportunity to identify specific safety and mobility issues. A GIS Story Map is a unique community input tool that provides an on-line way for the public to communicate on ideas and comment on issues. Using the City/County GIS mapping system, it can be set up to allow the user to place "virtual sticky notes" and pinpoint ideas on a map that then can be entered into the comment database for use in the community engagement process. It allows participation by a wide audience to supplement an in-person public open house.
- B. Advance design of the preferred corridor to approximately 35-40% to allow for permitting.

Attachment 1 – Corridors and Termini of Pedestrian Safety Corridors Plan



Attachment 2 – Example of Conceptual Pedestrian Plan (Highway 99 Sidewalk Design Study, Clark County, WA)



SIDEWALK	DRIVEWAY	RET. WALL	BUS STOP
LANDSCAPE	RAMP/WALL	PED CURB	Ⓟ
PAVEMENT		SAWCUT LINE	

# Exhibit- Otak Consultant Fee

Warrenton New Pedestrian Routes: Fred Meyer and High School

ENGINEER:

Otak, Inc.

Task(s)	Task Description	Total Cost	Total Hours
<b>Task 1.0</b>	<b>Project Management and Agency/ODOT Coordination</b>		
1.1	General Project Management, Progress Reporting, Invoicing'	\$2,768.00	20
1.2	Coordination meetings (10 not including kickoff)	\$4,930.00	30
1.3	ODOT Coordination	\$1,162.00	7
	<b>1.0 Subtotal</b>	<b>\$8,860.00</b>	<b>57</b>
<b>Task 2.0</b>	<b>Draft Plan and Cost Estimates</b>		
2.1	Kickoff Team mtg., Site tour/windshield survey	\$4,260.00	28
2.2	Data and base mapping	\$3,650.00	29
2.3	Analyze/rate alternatives	\$5,940.00	48
2.4	Conceptual designs & programmatic level cost estimate	\$6,850.00	50
	<b>2.0 Subtotal</b>	<b>\$20,700.00</b>	<b>155</b>
<b>Task 3.0</b>	<b>Grants and ODOT Funding</b>		
3.1	Phasing plan	\$1,532.00	10
3.1	Funding Strategies & Implementation Plan	\$1,418.00	11
3.2	Grant application assistance	\$4,034.00	30
	<b>3.0 Subtotal</b>	<b>\$6,984.00</b>	<b>51</b>
<b>Task 4.0</b>	<b>Community Input</b>		
4.1	Community engagement plan	\$2,804.00	18
4.2	Assist City to engage community input	\$2,828.00	22
4.3	Graphics/mapping, open house, Commission workshop	\$7,038.00	50
	<b>4.0 Subtotal</b>	<b>\$12,670.00</b>	<b>90</b>
<b>Task 5.0</b>	<b>Planning for Final Design Plans and Implementation</b>		
5.1	Scope/consultant estimate for permits, design	\$2,706.00	21
5.2	Next steps assistance	\$864.00	6
	<b>5.0 Subtotal</b>	<b>\$3,570.00</b>	<b>27</b>
<b>PROJECT SUBTOTAL</b>		<b>\$52,784.00</b>	<b>380</b>
	<b>Lump Sum ODCs</b>	<b>\$2,126.00</b>	
	ODCs include round-trip mileage for 8 trips to Warrenton, overnight lodging for one night/3 people plus per diem, printing and miscellaneous		
<b>PROJECT TOTAL COST</b>		<b>\$54,910.00</b>	



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig, P.E., Public Works Director  
DATE: February 25<sup>th</sup>, 2020  
SUBJ: Outside-City Water Service Evaluation – Murraysmith Inc.

### SUMMARY

Public Works requested a proposal for consulting services to complete an outside-city water service evaluation.

Murraysmith recently completed a Water Master Plan for the City, which summarized the water system, analyzed the hydraulic capacity, and included a defined 20-year capital plan. Recognizing that the cost of constructing and maintaining the infrastructure needed to supply water to customers outside city limits often exceeds the cost of serving comparable customers within Warrenton, the City currently imposes a 50 percent rate surcharge on these customers. The City wishes to evaluate this surcharge in the context of the cost of providing service, either validating the existing surcharge or informing recommended changes to it.

Public Works recommends Murraysmith to review the City's water supply capacity, provide options to increasing surface water supply, and develop an Outside-City rate multiplier calculation. Their proposal totaling a not to exceed price of \$41,488.00 and a City contract are attached.

### RECOMMENDATION/SUGGESTED MOTION

*I move to award the contract for consulting services for the Outside-City Water Service Evaluation project to Murraysmith Inc.*

### ALTERNATIVE

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

### FISCAL IMPACT



This project has been budgeted in the City of Warrenton 2019-2020 Adopted Budget.

Approved by City Manager: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'K. G. C.', is written over a horizontal line.

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

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

CONTRACT:

This Contract, made and entered into this \_\_\_\_\_ day of February 2020, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Murraysmith Inc., 345 Bobwhite Ct, Suite 230, Boise ID 83706, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES:

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

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

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$41,488.00 for performance of an outside-city water cost of service evaluation;

B. The CONSULTANT will submit a final invoice referencing 025-430-380000 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

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

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

#### 14. INDEMNIFICATION

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

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

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

#### 15. INSURANCE

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

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

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

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

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

and not contributory.

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

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

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of

the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: \_\_\_\_\_  
Henry Balensifer, Mayor                      Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_                      Date  
Title: \_\_\_\_\_

# EXHIBIT A

## SCOPE OF WORK

### OUTSIDE-CITY WATER SERVICE EVALUATION

### WARRENTON, OREGON

#### Background

Murraysmith (Consultant) recently completed a Water Master Plan (WMP) for the City of Warrenton (City), which summarized the water system, analyzed the hydraulic capacity, and included a defined 20-year capital plan. The City provides water service to approximately 3,300 accounts with about 35 percent of those being outside the City limits. Service to customers outside the City has been significant which may impact the need to expand the supply system. The City would now like to more fully evaluate the cost to provide water to those customers including identifying required supply system improvement and expansion projects.

Recognizing that the cost of constructing and maintaining the infrastructure needed to supply water to customers outside City limits often exceeds the cost of serving comparable customers within Warrenton, the City currently imposes a 50 percent rate surcharge on these customers. The City wishes to evaluate this surcharge in the context of the cost of providing service, either validating the existing surcharge or informing recommended changes to it. The task plan below outlines Consultant's proposed approach for meeting the City's needs. A review of the current and projected demands in addition to identifying which if any improvement projects may be required to provide adequate water supply inside and outside the City limits over the 20-year planning horizon of the WMFP will be analyzed.

#### Project Understanding and Assumptions

Consistent with the background section above, the following tasks are included in this scope of work.

- Task 1 – Project Management and Data collection
- Task 2 – Review of demand compared with available supply
- Task 3 – Review options for increasing surface water supply
- Task 4 – Develop Outside-City Rate Multiplier Calculation
- Task 5 – Present to City Commission

FCS Group has provided financial services to the City related to the water and sewer system, will be involved in this effort as a subconsultant to the Consultant. Coordination with GSI Water Solutions is anticipated relative to available water rights and surface water supply options, however they will be contracted directly with the City.

## **Scope of Services**

Consultant will perform the following services.

### **Task 1 - Project Management and Data Collection**

#### ***Objective:***

To provide overall leadership and team strategic guidance aligned with City staff objectives. To coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

#### ***Activities:***

##### ***1.1 Invoices/Status Reports***

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

##### ***1.2 Coordination with the Owner***

Consultant will maintain communication with the City through meetings via voice and email.

##### ***1.3 Management and Coordination of Staff***

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate.

##### ***1.4 Coordination of Subconsultants***

Consultant will coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

##### ***1.5 Data Collection***

Consultant will generate a data request at the beginning of the project.



## *Task Deliverables*

1. Consultant shall deliver to the City a monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to submittal dates, budget shortfalls or optional services.
  - Budget Analysis.
  - Issues requiring project team action.

## *Assumptions*

1. Consultant assumes a Notice to Proceed date by February 10, 2020.
2. Consultant assumes up to four (4) one-hour meetings with the Consultant's Project Manager, Project Engineer and the City's Project Manager.
3. Project duration is assumed to be 4 months; therefore, it is assumed that there will be up to 6 progress payments/status reports.
4. Data requests will be focused efforts with the intent to minimize ongoing impacts on staff.
5. A kick-off meeting will be held via conference call with City staff.

## **Task 2 - Review of Demand Compared with Available Supply**

### *Objective:*

Review assumptions made during the WMP to ensure accuracy of information being used.

### *Activities:*

#### *2.1 Review information with City*

A meeting will be set up to review the information included in the WMP and determine if any changes in assumptions or additional information is required related to existing and future demands. Demands will be compared to current supply under existing, 10-year and 20-year time horizons. Special interest will be placed on any changes to assumptions relative to wholesale customers or any customers outside the City Limits. Any changes to the available supply from the watershed will also be reviewed. If warranted a revised demand versus supply table will be developed.

## *Task Deliverables*

- Summary of existing, 10-year and 20-year demand compared with supply will be produced if changed from what is included in the WMP.

## *Assumptions*

1. Changes to the demand projections will be focused on customers outside the City limits and based on information provided by the City in electronic database or summary form.
2. Changes to supply availability will be provided by GSI or City staff. No time to investigate the surface water system has been included.
3. A conference call is included to review this information with the City.

## **Task 3 – Review Options for Increasing the Surface Water Supply**

### *Objective:*

Review assumptions made during the WMP and any subsequent work relative to increasing or improving the resiliency of the surface water supply.

### *Activities:*

#### *3.1 Review information with City*

A meeting will be set up to review the information included in the WMP and determine if any changes in assumptions or additional information is required related to increasing the surface water supply. Evaluations will include both current water right status in addition to any physical changes that could be implemented. Projects may also address the resiliency of the system and ability to be “more dependable” under peak summertime demands. The evaluation will rely on information included from the WMP development in addition to any work the City or GSI has conducted since that time.

## *Task Deliverables*

- An email summarizing any options relative to increasing surface water supply.

## *Assumptions*

1. Changes to supply expansion options will be provided by GSI or City staff. No time to investigate the surface water system has been included.

## Task 4 – Develop Outside-City Rate Multiplier Calculation

### Objective:

Develop a recommendation for the City to consider changing the water rate they charge for customers outside the City limits.

### Activities:

#### 4.1 Develop Rate Based Multiplier Calculation

This subtask involves calculating a cost-based rate multiplier applicable to customers outside the City limits. Consistent with industry standards, the recommended methodology includes computing the differential between two definitions of the revenue requirement:

- **Cash-Based Revenue Requirement:** The basis for rates inside City limits, this definition includes operating expenses, debt service, capital funding embedded in rates, and any other needs associated with the City's financial policies.
- **Utility-Based Revenue Requirement:** This definition is commonly used in ratemaking for wholesale customers, contract customers, and other customers with unique service characteristics or exposure to risk. It includes three primary components: operating expenses, depreciation, and a return on investment. Compared to the cash-based definition used to set rates for customers inside City limits, this approach is less sensitive to capital funding decisions made by the City.

Consultant will work with FCS Group to collect and assess the items described above. FCS Group will use information provided by the Consultant and City to develop a technical memorandum documenting the assumptions, methodology and findings. The technical memorandum will be reviewed by the Consultant and delivered to the City.

### Task Deliverables

- A technical memorandum will be delivered to the City.

### Assumptions

1. City will provide any information pertinent to differences in the cost of service for customers inside and outside of the City limits to the Consultant.
2. FCS Group working as a subconsultant to the Consultant will prepare a draft cost of service technical memorandum.
3. Consultant will review the cost of service technical memorandum prior to delivery to the City.

4. All deliverables will be electronic.
5. FCS Group and Consultant will conduct a conference call to review the findings.

## Task 5 – Present to City Commission

### *Objective:*

Make a presentation summarizing the findings to the City Commission.

### *Activities:*

#### *5.1 Review information with City*

Based on the work conducted in Tasks 1, 2, 3, and 4, a presentation will be developed for the City Commission.

### *Task Deliverables*

- A Powerpoint will be developed for presentation to the City Commission.

### *Assumptions*

1. The presentation will be initially developed by the Consultant with support from FCS Group.
2. The City will provide comment on the presentation and be revised by the Consultant.
3. Consultant and FCS Group will conduct a conference call with City staff to review presentation.
4. A two hour onsite presentation for one Consultant and one FCS Group staff has been budgeted.

## Budget

Project will be delivered at a time and materials not to exceed budget of \$41,488. Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are included as a separate attachment. Subconsultants will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

## Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

## Project Schedule

It is anticipated that the project will be authorized on February 25th 2020. A presentation to the City Commission will be made no later than three (3) months after notice to proceed assuming City staff provide background information and direction to the Consultant in a timely manner.



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Brian Alsbury, Fire Chief  
DATE: 02/25/2020  
SUBJ: FEMA Grants

### SUMMARY

Warrenton Fire Department would like to apply for two grants through the FEMA Assistance to Firefighters Grant Program (AFG)

Grant one is to replace our aging SCBA. Our current SCBA's meet standard NFPA 1852-2002. Since that purchase, (bought on a FEMA grant) there has been four standard updates. Our current SCBA's are compliant but the worry is that our SCBA's will be unsupported within the next few years, thus requiring to replace them. We have an opportunity to receive new updated SCBA's at a fraction of the cost. Without this opportunity, it would cost approximately \$217,000.00 to replace them. If awarded the grant, cost would be approximately less than \$15,000.00, a savings of over \$200,000.00

Grant two is to replace E-2721 at our Hammond Station (S27A) with a new Type 3 fire apparatus. E-2721 is a 1988 Marion Engine and it is currently in reserve status as a 2<sup>nd</sup> out engine and has outlived its projected life of twenty years. It no longer holds water due to a leaking tank and valves. Repairing E-2721 would be costly and only a band-aid solution. It also has a manual transmission that only a few can operate. Hammond fire station currently only has one working engine and if that engine goes out of service during an emergency, Hammond would be unprotected until an engine arrived from Warrenton (S27). Having only one

working engine at S27A could be a liability to the staff, Fire Department, and the City of Warrenton. Replacing this engine is long overdue and a high priority to the Fire Department. Cost of a new Engine could be approximately \$400,000.00 and another debt to our already tight budget. If we receive a grant to replace E-2721, the cost to the taxpayers would be approximately \$20,000.00.

Both grants require matching funds that can come from the Apparatus Replacement Fund from the FY 2020/2021 budget. The Apparatus fund has approximately \$63,000.00 We will need to set aside upwards of \$35,000.00 to fund both grants if successfully awarded. This would be a savings of \$582,000.00 to the City of Warrenton's budget. The application deadline is March 13<sup>th</sup>, 2020.

#### RECOMMENDATION/SUGGESTED MOTION

*"I move to have the fire department apply for both an SCBA grant and apparatus grant."*

*"I move to use funds from the apparatus replacement fund FY 2020/2021 for the required matching grant funds."*

#### ALTERNATIVE

- 1) Find alternate funding sources

#### FISCAL IMPACT

This will deplete funds from the apparatus replacement fund of approximately \$35,000.00

Approved by City Manager: \_\_\_\_\_



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



## AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: February 25, 2020

SUBJ: Police Officer Training Fee

### SUMMARY

This is the 2<sup>nd</sup> Reading of Ordinance Amendment No. 1236 changing the Police Officer Training Fee on convictions from the Warrenton Municipal Court to \$20.00 for traffic convictions and \$40.00 for criminal convictions.

### RECOMMENDATION/SUGGESTED MOTION

1<sup>st</sup> – *"I move to conduct the second reading, by title only, of Ordinance No. 1236."*

2<sup>nd</sup> – *"I move to adopt Resolution No. 1236."*

### ALTERNATIVE

Leave the fees at the current amounts, change only one of the fees, change both of the fees, or lower the fee(s).

### FISCAL IMPACT

There will be an increase in funds collected over the current fee amount.

### ATTACHMENTS:

- Ordinance No. 1236 amendment

Approved by City Manager: \_\_\_\_\_ 

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



**ORDINANCE NO. 1236**

Introduced by All Commissioners

**AMENDING SECTION 3.32.010 – IMPOSITION OF FEE –  
OF THE CITY OF WARRENTON MUNICIPAL CODE;  
AMENDING ORDINANCE NO. 1131-A**

The City Commission the City of Warrenton resolves as follows:

Section 1. Section 3.32.010 of the City of Warrenton Municipal Code is hereby amended to read as follows:

Except as provided in Section 3.32.020, whenever the City of Warrenton Municipal Court Judge imposes a fine, orders a default or orders a bail forfeiture as a penalty for violation of a City ordinance provision, including Oregon Statutes adopted by reference, a criminal action as defined in ORS 131.005, a police officer training fee, in addition to such fine, default, or bail forfeiture shall be collected and credited to the City’s general fund for the benefit of Police Department training and training-related expenses. The fee schedule shall be as follows:

- A. All convictions for traffic violations shall be assessed \$20.00.
- B. All convictions for criminal offenses shall be assessed \$40.00. (Ord. 1131-A § 1, 2009)

Section 2. This resolution shall become effective thirty days after its adoption by the Warrenton City Commission.

First Reading: 2/11/20  
Second Reading: 2/25/20

ADOPTED by the City Commission of the City of Warrenton this 25<sup>th</sup> day of February, 2020.

APPROVED

\_\_\_\_\_  
Henry A. Balensifer, III, Mayor

ATTEST

\_\_\_\_\_  
Dawne Shaw, City Recorder



## AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: February 25, 2020

SUBJ: Administrative Fee on Police Impounds

### SUMMARY

This is a 2nd Reading of Resolution No. 2561 with an amendment changing the Administrative Fee on Police Impounds creating a bifurcated fee of **\$200** for vehicles seized for Driving Under the Influence of Intoxicants (809.720), Violation Driving While Suspended or Revoked (811.175), Criminal Driving While Suspended or Revoked (811.182), or Driving Uninsured (806.010) and **\$120** for all other statutes where a vehicle is impounded.

### RECOMMENDATION/SUGGESTED MOTION

*1<sup>st</sup> – “I move to conduct the 2<sup>nd</sup> reading of Resolution No. 2561 changing the Administrative Fee on vehicle impounds as stated and to repeal Resolution No. 2159.”*

*2<sup>nd</sup> – “I move to adopt Resolution No. 2561.”*

### ALTERNATIVE

Leave the fees at the current amounts, change only one of the fees, change both of the fees, or lower the fee(s).

### FISCAL IMPACT

There will be an increase in funds collected over the current fee amount.

### ATTACHMENTS:

- Resolution No. 2561

Approved by City Manager: \_\_\_\_\_ 

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

**RESOLUTION NO. 2561**  
Introduced by All Commissioners

**ADOPTING ADMINISTRATIVE FEE ON VEHICLES IMPOUNDED UNDER  
PROVISIONS OF OREGON REVISED STATUTES 809.720;**  
ESTABLISHING February 25, 2020, AS THE EFFECTIVE DATE,  
REPEALING RESOLUTION NO. 2159

The City Commission the City of Warrenton hereby resolves as follows:

Section 1. Vehicles impounded by the Warrenton Police Department under the provisions of Oregon Revised Statutes (ORS) 809.720 will be subject to an Administrative Fee payable to the City of Warrenton before the vehicle is released.

Section 2. The amount of the Administrative Fee for costs incurred by the City in administering these statutes will be \$200 for Driving Under the Influence of Intoxicants (813.010), Violation Driving While Suspended or Revoked (811.175), Criminal Driving While Suspended or Revoked (811.182), or Driving Uninsured (806.010) and \$120 for all other statutes.

Section 3. This resolution shall become effective immediately upon its adoption.

Section 4. Resolution No. 2159 is hereby repealed.

First Reading: 2/11/20

Second Reading: 2/25/20

ADOPTED by the City Commission of the City of Warrenton this 25<sup>th</sup> day of February, 2020.

APPROVED

\_\_\_\_\_  
Henry A. Balensifer, III, Mayor

ATTEST

\_\_\_\_\_  
Dawne Shaw, City Recorder