



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

June 8, 2021– 6:00 P.M.

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

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 5.25.21
- B. Community Center Advisory Board Meeting Minutes – April 2021
- C. Marina Advisory Board Meeting Minutes – April 2021
- D. Liquor License Application – My Place

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

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

6. PUBLIC HEARINGS

A. Street Vacation No. 155; Ordinance No. 1252

7. BUSINESS ITEMS

A. Consideration of 4th of July Parade Event

B. Consideration of Business Oregon Grant Application

C. Consideration of Resolution No. 2596; Marina Rates and Fees

D. Consideration of Resolution No. 2604; Budget Adjustment – General Fund - Fire Department

E. Consideration of Resolution No. 2605; Budget Adjustment – Grants Fund - Coronavirus Relief Funds

F. Consideration of General Unit Collective Bargaining Agreement

8. DISCUSSION ITEMS

A. LCTC Funding

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

Under the authority of ORS 192.660(2)(h); to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; and ORS 192.660(2)(f); to consider information or records that are exempt by law from public inspection.

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
 May 25, 2021
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

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

Staff Present: City Manager Linda Engbretson, City Recorder Dawne Shaw, Police Chief Mathew Workman, Fire Chief Brian Alsbury, Harbormaster Jane Sweet, Public Works Director Collin Stelzig, and Finance Director April Clark

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 5.11.21
- B. Police Department Monthly Statistics – April 2021
- C. Monthly Finance Report – April 2021

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

Commissioner Newton noted an error in the finance report. He also noted numbers in the police stats, water shutoff numbers, and federal funds.

The motion passed unanimously.

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

COMMISSIONER REPORTS – None

PUBLIC COMMENT

Scott Widdicombe noted he is in favor of Resolution No. 2600; he likes that the consultant will be paid by funds other than taxpayer money. He suggested consideration of having the City Manager as a third, neutral set of eyes to look at proposals before they come to the City Commission. He also noted concerns on the hiring of a new City Planner and discussed past issues. He noted having a neutral, third person is needed in the review of issues.

Tony Faletti discussed camping at the Hammond Marina. He would like to see temporary fencing around Seafarer's Park monument. He would also like to see no-camping signage on the beach area across from the gazebo.

PUBLIC HEARING – None

BUSINESS ITEMS

Public Works Director Collin Stelzig noted Resolution No. 2600 remains unchanged from the first reading. Mayor Balensifer noted for clarification, that everything that comes before the Commission must be signed off by the City Manager. City Manager Linda Engbretson confirmed this is correct.

Commissioner Newton made the motion to conduct the second reading of Resolution No. 2600, establishing the use of consultants in the review of Public Works construction permits or development applications, and to provide design services associated with Public Works construction permits or development applications and authorizing assigning the consultants cost to the applicant. Establishing May 25th, 2021 as the effective date and repealing any other resolution in conflict. Motion was seconded and passed unanimously.

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

Commissioner Newton made the motion to adopt Resolution No. 2600. Motion was seconded and passed unanimously.

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

Ms. Engbretson discussed Resolution No. 2602, appointing Stacy Rodriguez as Municipal Judge for the City of Warrenton. She noted this has been discussed for several months and Ms. Rodriguez is currently the City Prosecutor. It was noted her recommendations were impressive.

Commissioner Dyer made the motion to adopt Resolution No. 2602; Appointing the Municipal Judge as Stacy Rodriguez. Motion was seconded and passed unanimously.

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

Ms. Engbretson discussed Resolution No. 2603, appointing Ashley Flukinger as City Prosecutor for the City of Warrenton Municipal Court.

Commissioner Dyer made the motion to adopt Resolution No. 2603. Motion was seconded and passed unanimously.

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

City Recorder Dawne Shaw discussed a street vacation petition from Atlas Young's Bay LLC, proposing to vacate a portion of SE Pacific Avenue. There was a License to Occupy (LIC) for this same area before the Commission in January. Street Vacation Petition No. 156 corrects the original vacation from 1971. Discussion followed about the vacation and development in the area. Ms. Engbretson clarified that Resolution No. 2601 is only setting the public hearing date.

Commissioner Baldwin made the motion to adopt Resolution No. 2601. Motion was seconded and passed by majority.

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

Mayor Balensifer stated the Resolution is adopted setting a public hearing date of June 22, 2021, for vacation petitioner Atlas Young's Bay LLC for a portion of SE Pacific Avenue.

Ms. Shaw discussed an amendment to the 2016 SE Galena street vacation. This amendment corrects the legal description of the original street vacation.

Commissioner Newton made the motion to conduct the second reading, by title only, of Ordinance No. 1251, to correct the legal description of Street Vacation No. 147. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the second reading of Ordinance No. 1251, Vacating a Portion of SE Galena Avenue in Warrenton, Oregon, and Repealing Ordinance No. 1210A.

Commissioner Newton made the motion to adopt Ordinance No. 1251. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS

Marina Advisory Committee Chair, Pam Ackley, gave an update from the committee. She reviewed the meeting summaries submitted in the agenda packet. She shared pictures of memorial bench examples. She spoke to Mr. Faletti's concerns about camping, noting there has been discussion to have two camp hosts, one at bar pilot's area and one by restrooms, during the Buoy 10 season. She discussed the recommended rate increases to pay for improvements. The Marina has lost some use of camping in Seafarer's Park. They would like to retain 50ft.-60ft. that was used before and keep the park open with increased signage and ropes. She noted Lake Drive needs to be widened and there is need for surveillance during launch time. She discussed the fishing pier and the placement of the dredge spoils at the point. Moving the dredge spoils would allow for more camping. The advisory committee would like to see a multi-use building with a covered picnic area. There was discussion about a trail with benches that could become a boardwalk. Ms. Ackley suggested starting small in the most cost-effective manner. She discussed

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the budget for dredging. She would like to see the purchase of a dredge in the future for consistency. There was discussion about public access requirements to the docks with gates. She noted the committee would like to review the leases and offer input as they come up for renewal. Mayor Balensifer asked if there was a more in-depth analysis for the cost benefits for liveaboards. Ms. Engbretson noted there has not been an in-depth analysis, but staff have talked to the Oregon State Marine Board about requirements for a specific liveaboard section. Discussion about liveaboards continued. There was discussion about the Portland Yacht Club. Mayor Balensifer asked for the reasoning behind the recommended camping rate. Ms. Ackley and Ms. Sweet noted it is based on local rates. Discussion followed. Commissioner Dyer suggested a future dump station with a fee. Brief discussion followed. Commissioner Newton suggested increasing the electrical meter read fee to \$20. He noted there was never a Commission directive to ban camping in the park, referencing the September 8, 2020 City Commission minutes. Mayor Balensifer stated camping is prohibited in the City of Warrenton except by permission by the Police Chief. Commissioner Newton further noted jurisdiction issues for policing and citations. He noted that camping provides needed funds. Commissioner Dyer discussed jurisdiction issues. Mayor Balensifer noted city ordinances do not apply outside city limits. Discussion followed. Mayor Balensifer suggested an MOU (Memorandum of Understanding) with Clatsop County for a special area of enforcement. Ms. Engbretson noted this can be looked into. Police Chief Matthew Workman briefly discussed a map of city limits near Seafarer's Park (Exhibit A). It was noted this land is owned by the City but is outside of city limits. Discussion followed. There was brief discussion about lighting in the Hammond parking lot. Mayor Balensifer stated this jurisdictional issue needs to be hashed out with priority. There was brief discussion about trespassing. Mayor Balensifer noted LCTC (Lower Columbia Tourism Committee) funds going to the Marinas soon. He noted at this time, he is not inclined to give the area north of Lake Drive to camping until there is a better enforcement plan. Commissioners Poe, Baldwin, and Dyer agreed. Commissioner Newton disagreed as the money is needed. Brief discussion followed. Ms. Engbretson noted a resolution will come forward on the rate changes; she noted her suggestion for the advisory committee to work with staff to develop CIP (Capital Improvement Projects) recommendations. Brief discussion followed. Ms. Ackley asked for clarification on the area at Seafarer's Park. Discussion followed. Ms. Engbretson noted that it is from the where the camp host sits, the whole inner circle, and the beach area. Mayor Balensifer noted he feels it makes sense to keep the current camping restriction signs and barriers in place until there is a better plan for enforcement. He noted concerns about eroding community support if camping continues to encroach on the park. Commissioner Poe suggested camping in the 4th Street Right of Way from Jetty to Iredale. Discussion returned to the camping boundaries at the Hammond Marina. There was discussion about the LCTC funds going to the Hammond Marina CIP funds. Mayor Balensifer asked for "recommendation format" in the future from the Marinas Advisory Committee. Ms. Engbretson noted this committee is designed to meet quarterly but has been meeting monthly. After the June meeting they will likely begin meeting quarterly. There was discussion about grading the field at the Warrenton Marina. Ms. Ackley noted she has been contacted by a person interested in redevelopment in the town of Hammond in a joint commercial venture. Mayor Balensifer noted the City is open to it. He noted the Port of Astoria's peninsula project for a temporary recreational use. If there is a to be a joint venture, he suggested the City of Warrenton be involved in the design.

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SW 2nd Street Park proposal - Brenda Hoxsey and Jeanne Smith were in attendance on Zoom. Ms. Engbretson noted this project has not been on staff's radar and is not in the CIP; she is not opposed to the project. She noted she likes their vision but noted concerns about creating a whole new park; her recommendation would be that it go to the Parks Advisory Board. Ms. Hoxsey spoke about the vision to put a gazebo on the Peterson property off SW 2nd. Ms. Smith noted this would be a phased project; the first phase would be the gazebo. They would like to add electricity; she noted there are areas that need to be leveled. Mayor Balensifer thanked them for the diagram and noted there has been discussion on possibilities for the Peterson lot for years. He agreed it makes sense to put additional parking on this lot for overflow needs. Discussion followed on a cornhole park. Mayor Balensifer asked how much Spruce Up Warrenton can commit to maintenance and upkeep. Ms. Smith noted Spruce Up would stay involved with upkeep. Ms. Hoxsey noted there are only 3 people on the committee to perform tasks. It was noted that the gazebo was chosen as a place for people to gather and easy to maintain. Mayor Balensifer noted he appreciates the concept; the City needs to look into the parking lot. Something needs to be done soon before the delineation expires. He agreed that this needs to go to the Parks Board and then hold a joint session. Ms. Engbretson asked if the issue of moving this project forward quickly is still present. Ms. Hoxsey noted they have a possible sponsor for the gazebo. The project is still in its early stages; there are no cost estimates yet. Commissioner Baldwin noted there is a gazebo at the Community Center that is in poor condition that should take priority. Mayor Balensifer suggested discussion about the proposal continue with the Parks Advisory Board. Discussion followed on the Quincy Robinson Trust. Commissioner Baldwin noted maintenance concerns about creating additional parks. There was brief discussion about a parks district and the appropriate process for creating new projects.

Fire Chief Brian Alsbury and Captain Cotton Twonames, Oregon Military Department Lead Forest Officer discussed an agreement for mutual assistance between the Oregon Military Department at Camp Rilea and Warrenton Fire Department. Discussion followed. Mayor Balensifer asked about where the funds will come from. Captain Twonames noted that it will come from both state and federal funding. There was discussion about the approval process for the agreement. There was discussion about previous training agreements with Camp Rilea. Discussion followed about training opportunities for Warrenton Fire Department related to this agreement. Ms. Engbretson noted having a signed agreement and returning to a cooperative relationship will be good. There was discussion about the draft agreement.

Commissioner Baldwin made the motion to approve the Mayor's signature on the MOU between Oregon Military Department and the City of Warrenton. Motion was seconded and passed unanimously.

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

GOOD OF THE ORDER

Commissioner Newton noted Spruce Up Warrenton won a CEDR (Clatsop Economic Development Resources) award. He noted he met with CCA (Clatsop Community Action); they are aiding people that need funeral services because of COVID-19. He noted upcoming events:

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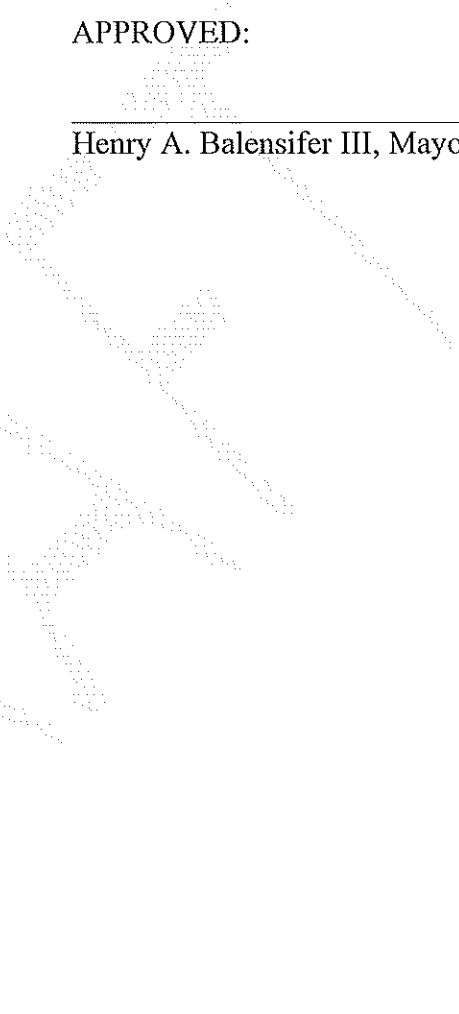
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Fisherman carving dedication on June 2 and the Library's summer reading program kicks off June 12. He noted the improvements in the Warrenton Fire Department. He noted information on COVID-19 and vaccinations. He noted a Cuban Treefrog he found on his property.

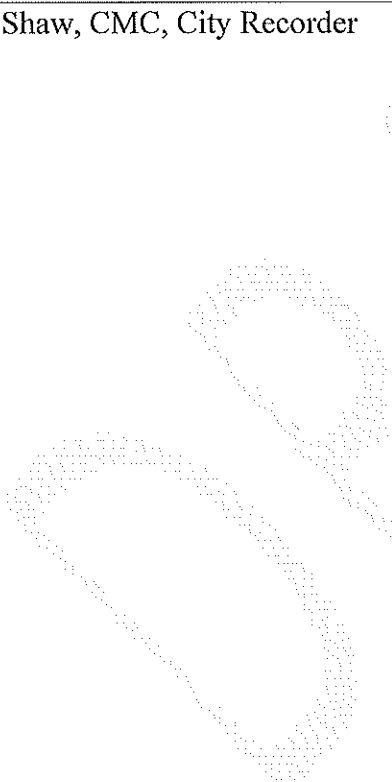
There being no further business, Mayor Balensifer adjourned the regular meeting at 7:41p.m.

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

APPROVED:


Henry A. Balensifer III, Mayor

ATTEST:


Dawne Shaw, CMC, City Recorder

WARRENTON COMMUNITY CENTER
Advisory Board Meeting
April 15, 2021
4:00 – 5:00 PM

Meeting Date: April 15, 2021

Call to Order: Chairman, Debbie Little, called the regular meeting to order at 4:02 PM.

Roll Call: Chairman, Debbie Little; Vice Chairman, Ronald LeChurch; Penny Morris, ^{secretary} Secretary; Carol Snell, Ken Culp and April Clark, Financial Director for the City of Warrenton.

Introduction of Guests: None

Public Comment: None

Approval of the regular minutes for February 25, 2021:
Penny Morris moved to accept the minutes as written, seconded by Carol Snell. Motion was approved

Financial Report: April reported she had no financial report.

Old Business: Breakfast with the Easter Bunny, we sold 84 meals for \$ 336.00; raffle \$ 215.00; donations \$ 1,185.36 with expenses of \$298.36 for a net total \$ 1,438.00.

We will need to get a new Easter Bunny next year. We can foresee having Breakfast with Santa Clause inside this coming year. We discussed the overcrowding inside the Center when we have a sit down meal.

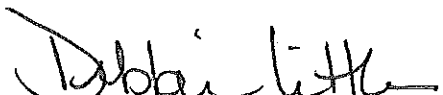
New Business: April reviewed the proposed budget for FY July 21 thru June 30, 2022. It is pretty much the same as the current year. A discussion was held regarding the Capital Fund Reserve Account. Do we want to keep it open or close it? After some discussion Penny Morris moved to "keep the fund open and deposit half the monies received from our breakfasts into the Center Capital Fund Reserve Account". Ken Culp second the motion, motion passed. Penny Morris moved to accept the budget as presented, Ronald LeChurch second the motion, motion passed.

Our by-laws state we meet from November to May. It was suggested we meet in May to review items Ken Culp brought up regarding the Center's maintenance issues. April and Ken will meet between now and May 20, 2021, to conduct a review of the building and grounds. We will discuss the list and decide what we can do.

Correspondence: None

Next Meeting: Our next meeting will be May 20, 2021.

It was moved and seconded to close the meeting at 5:25 PM


Debbie Little, Chairman


Carol Snell, Secretary

MINUTES
Marina Advisory Board
April 19, 2021
Warrenton City Hall – Commission Chambers
225 S Main
Warrenton, OR 97146

Chairperson Pam Ackley called the meeting to order at 2:03 p.m.

Marina Advisory Board Members Present: Chairperson Pam Ackley, Lylla Gaebel, Mike Balensifer.

Staff Present: Harbormaster Jane Sweet, Marina Office Assistant Jessica McDonald

CONSENT CALENDAR

Meeting minutes from 3.22.2021 were presented by staff.

Chairperson Pam Ackley made motion to approve minutes. Motion was seconded and passed unanimously.

Ackley – aye; Gaebel – aye; Balensifer – aye

BUSINESS

Lylla Gaebel gave a report on the economic advisory board. The advisory board was asking about liveaboards being a possible revenue source. Harbormaster Jane Sweet explained that to have liveaboards in a marina there are rules for waste and sewer within the Clean Marina Program and State of Oregon, is not financially feasible to make the necessary changes and recommendations to allow for sewer to each liveaboard slip in the marina.

All present members went through each rate and discussed them and made recommendations for rate increases, the recommendations are attached on a table.

Lylla Gaebel made a motion to approve rate recommendations. Motion was seconded and passed unanimously.

Ackley – aye; Gaebel – aye; Balensifer – aye

Mike Balensifer noted that while he agreed with rate increases and would like to see the liveaboard fee increased even more in the future.

DISCUSSION

Members discussed possibilities of a recreational fishing pier in the Hammond Marina and reviewed Hammond Marina Master plan from 2005. Committee members were all supportive of the idea, Mike Balensifer explained Mayor Henry Balensifer idea sheet piling pier off the seafarer's park area. The committee wanted more information about location, parking and restroom facilities and who would be responsible for maintenance, they asked for a presentation on this proposal in the future once more details come furth.

Members discussed Seafarer's Park property and the adjacent marina property. Harbormaster Jane Sweet explained that the Park manages the park area and the marina manages the marina property in the past the marina has had access to the allow camping in the park area south of the gazebo for

the month of August. This allowed the marina department to make up some of the losses in revenue that they occur supplying the park with year around restrooms and garbage services. The camping area south of seafarer's park accounts of between \$12,000 - \$20,000 of the Marina's annual camping revenues.

Chairperson Pam Ackley made a motion to ask the Parks Advisory Board to allow use of a 50 feet wide area that is south of seafarer's park along lake drive to remain as camping with a camp host, staff will provide map and rope off area with clear signage from August 1 - September 15 (45days) with no camping on the marina property along the east side of the park. Lylla Gaebel seconded the motion and it was passed unanimously.

Ackley - aye; Gaebel - aye; Balensifer - aye



Photo shows proposed camping area south of the white line

Chairperson Pam Ackley wrote a letter of support for Hammond waterline, hoping this will help get water for future camp host site in the Hammond Marina, Harbormaster Jane Sweet will explore camp host options for the upcoming salmon season.

Next meeting set for May 17th, 2021 at 2pm in Commission Chambers at City Hall to review the Marinas Master Plans.

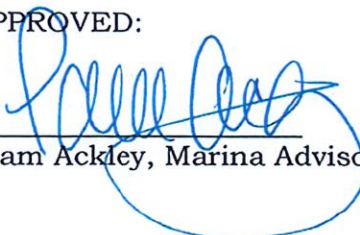
There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 3:54 p.m.

Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant

ATTEST:


Jane Sweet, Harbormaster

APPROVED:


Pam Ackley, Marina Advisory Board Chairperson

Marinas Advisory Committee Meeting April 19, 2021

Rate Recommendation Summary

	Current Rate	Staff Recommended	Committee Supported	Notes
Annual Moorage - Recreational	\$36.00	\$42.00	\$42.00	
Annual Moorage - Commercial	\$37.00	\$45.00	\$45.00	
Camping	\$40.00	\$45.00	\$50.00	
Liveaboard	\$60.00	\$60.00	\$120.00	Monthly charge in addition to moorage
Labor	\$50.00	\$75.00	\$75.00	2x cost of Employee w/benefits
Dry Storage	\$75.00	\$95.00	\$95.00	
Late Fee - Min \$10.00	\$6.00			Committee supported % also
Late Fee or 1.5% whichever is greater				
Hoist Fee	\$75.00	\$100.00	\$100.00	Plus 2x for overtime/call outs
Electrical Meter Read Fee	\$10.00	\$15.00	\$15.00	
Additional Parking Passes for annual moorage		\$100.00	\$100.00	Annual Moorage holders get 2 passes
Key Replacement		\$25.00	\$25.00	
Unauthorized living aboard vessel		\$200.00	\$200.00	Charged per person per day to vessel owner. Language needs approval by City attorney.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	<p>Date application received and/or date stamp: RECEIVED MAY 21 2021</p> <p>Name of City or County: <u>Warrenton</u> CITY OF WARRENTON CITY RECORDERS OFFICE</p> <p>Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied</p> <p>By: _____</p> <p>Date: _____</p>
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input checked="" type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	<p>OLCC USE ONLY</p> <p>Date application received: <u>5-18-2021</u></p> <p>Date application accepted: <u>5-18-2021</u></p> <p>License Action(s): <u>N/A</u></p>
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/> (4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

CHRISTINA MICHELLE ROWSON

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT _____ App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT _____

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT _____ App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT _____

3. Trade Name of the Business (Name Customers Will See) MY PLACE		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 1140 MARLIN AVE		
City WARRENTON	County CLATSOP	Zip Code 97146

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) MY PLACE			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065(1)</u> .)			
City ASTORIA		State OR	Zip Code 97103
9. Phone Number of the Business Location 1-		10. Email Contact for this Application and for the Business myplaceastoria@gmail.com	
11. Contact Person for this Application CHRISTINA ROWSON			Phone Number -
Contact Person's Mailing Address (if different) NA	City NA	State NA	Zip Code NA

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.


ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311(6)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

CHRISTINA ROWSON  5/18/2021 _____
 App. #1: (PRINT NAME) App #1: (SIGNATURE) App #1: Signature Date Atty. Bar Information (if applicable)

 App. #2: (PRINT NAME) App #2: (SIGNATURE) App #2: Signature Date Atty. Bar Information (if applicable)

 App. #3: (PRINT NAME) App #3: (SIGNATURE) App #3: Signature Date Atty. Bar Information (if applicable)

 App. #4: (PRINT NAME) App #4: (SIGNATURE) App #4: Signature Date Atty. Bar Information (if applicable)



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):		ROWSON	CHRISTINA	
		Last	First	Middle
2. Other names used (maiden, other):				
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
If yes, you must list your SSN:				
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>				
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>				
5. Date of Birth (DOB):				
		(mm)	(dd)	(yyyy)
6. Driver License or State ID #:				7. State OR
8. Contact Phone: 1-f				
9. E-mail Address: myplaceastoria@gmail.com				
10. Mailing Address:		ASTORIA	OR	97103
		(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?				
No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.				
<p>OSP/DMV Search Completed MAY 20 2021 INITIALS: <i>Nicci DMV</i></p>				



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No Yes Please list applications below Unsure Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, *may not* sign your form.

Affirmation
 Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	ROWSON Last	CHRISTINA First	Middle
Signature:			Date: 05/18/2021

This box for OLCC use ONLY

NO Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



**OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION**

Please Print or Type

Applicant Name: CHRISTINA MICHELLE ROWSON Phone: 1-503-717-3905

Trade Name (dba): MY PLACE

Business Location Address: 1140 MARLIN AVE

City: WARRENTON ZIP Code: 97146

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday _____ to _____
 Monday 8:00 to 9:00
 Tuesday 8:00 to 9:00
 Wednesday 8:00 to 9:00
 Thursday 8:00 to 9:00
 Friday 8:00 to 9:00
 Saturday 8:00 to 9:00

Outdoor Area Hours:

Sunday _____ to _____
 Monday 8:00 to 9:00
 Tuesday 8:00 to 9:00
 Wednesday 8:00 to 9:00
 Thursday 8:00 to 9:00
 Friday 8:00 to 9:00
 Saturday 8:00 to 9:00

The outdoor area is used for:

Food service Hours: 8:00 to 9:00
 Alcohol service Hours: 8:00 to 9:00
 Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

 (Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

SEATING COUNT

Restaurant: 46-50-20 Outdoor: 4-18-4
 Lounge: _____ Other (explain): BAR 12
 Banquet: _____ Total Seating: 20-08-42 ✓

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Christina Rowson Date: 05/18/2021

1-800-452-OLCC (6522)

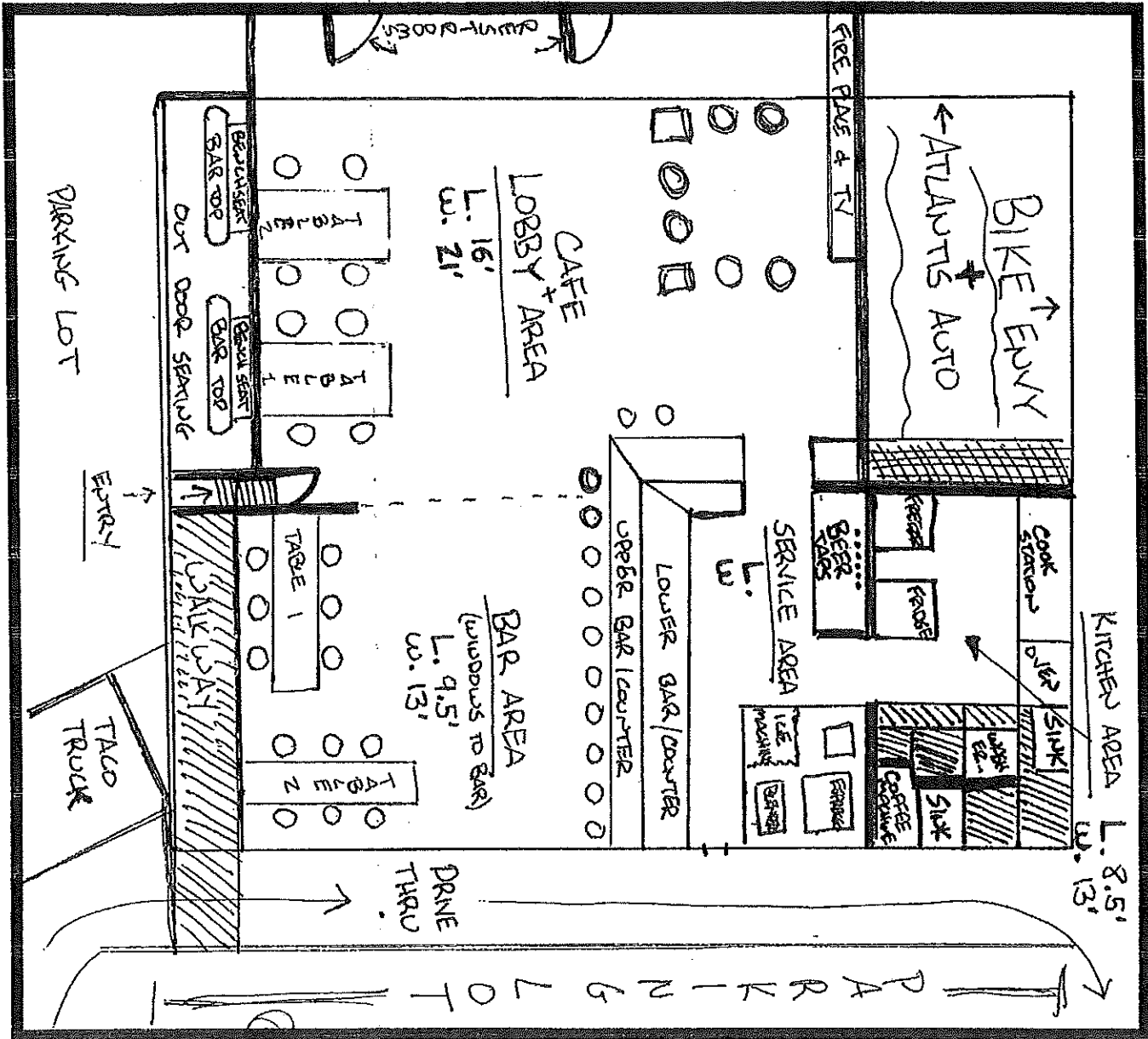
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



Applicant Name: Christina Rowson
 Trade Name (dba): My Place
 City and ZIP Code: Warrenton 97146

.....OLCC USE ONLY.....
 MINOR POSTING ASSIGNMENT(S)
 Date: _____ Initials: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: June 8, 2021
 SUBJ: Public Hearing - Street Vacation Petition No. 155; Ordinance No. 1252

SUMMARY

At its May 25, 2021 meeting, the City Commission set a Public Hearing date of June 8, 2021 for Street Vacation Petition No. 155, for a portion of an undeveloped street known as 4th Avenue. A map of the portion of street to be vacated is attached, as well as a copy of the petition from petitioners Jetty Street LLC, and Stephanie &/or Gerald Poe. Notice requirements under ORS 271.110 are met with the required publications and posting. This is a public hearing, to allow the public the opportunity to speak either in favor or against the proposed vacation.

Staff has prepared an Ordinance for its first reading, if after the Public Hearing, the Commission determines it appropriate to complete the vacation.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title only, of Ordinance No. 1252; an Ordinance Vacating a Portion of 4TH Avenue, an Undeveloped Street Rights-of-way in the Plats of First Addition to Kindred Park to Warrenton, in the City of Warrenton, Oregon."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

The applicant has paid the \$750 street vacation processing fee. Recording costs considered in FY 2020-2021 budget.

Approved by City Manager:

ORDINANCE NO. 1252

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE VACATING A PORTION OF 4TH AVENUE, AN UNDEVELOPED STREET RIGHTS-OF-WAY IN THE PLATS OF FIRST ADDITION TO KINDRED PARK TO WARRENTON IN THE CITY OF WARRENTON, OREGON

WHEREAS, The Warrenton City Commission deems it to be in the best interest of the City to vacate a portion of an undeveloped street in the plats of First Addition to Kindred Park to Warrenton in the City of Warrenton, County of Clatsop, State of Oregon; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, June 8, 2021, in the Commission's Chambers at Warrenton City Hall; and

WHEREAS, due notice of time and place for said hearing was given, as by law required;

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

Section 1. The public rights-of-way in the City of Warrenton, Clatsop County, State of Oregon, described as a portion of 4th Avenue (Mylar Avenue) and more particularly described in Exhibit A, is hereby vacated. Nothing contained herein shall cause or require the removal or obstruction of any drainage ditch, abandonment of any sewer, water main conduit, utility line, pole or any other thing used or intended to be used for any public service.

Section 2. The City Recorder of the City of Warrenton is hereby ordered to make this vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

Section 3. This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

Adopted by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2021.

First Reading: June 8, 2021

Second Reading:

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

STREET VACATION PETITION
City of Warrenton

Fee: \$600.00

<u>Petitioner</u>	<u>Petitioner's Representative</u>
Name: Jetty Street, LLC, Gerald and/ or Stephanie Poe	Name: Jordan Winters
Mailing Address: 9879 Buena Vista Dr. Independence, OR 97351	Mailing Address: 1220 20th St SE, Suite 310 Salem, OR 97302
Phone Number: 503-871-1319	Phone Number: 503-209-6034
Email Address: hansen@santepartners.com	Email Address: winters@santepartners.com
1. A description of the right-of-way area to be vacated. (Don't forget to include a map highlighting the area. A survey or professionally developed legal description is required). Attached	
2. Reason for the Vacation Request. (Advise if any buildings/structures will be in the area to be vacated). 4th Avenue along the Petitioners' frontage has been designated by the City of Warrenton as a Local Road. Table 16.136.010 of the City of Warrenton Street Design Standards requires the Right-of-Way width for a Local Road to be 60 feet. The current right-of-way for 4th Avenue along the Petitioners' frontage is a 70 foot right of way. As such, 10 feet of the existing right-of-way is not necessary based on the design standards for a Local Road. Petitioner requests additional space in order to make current building size fit within the property and required setbacks. Because the units are town home, which are longer and narrower, the added 10' will allow applicant to fit desired size home and still maintain open space for communal landscaping and recreation within the property. The reduction in 10' will still allow for the required half-street improvements per city code. Petitioner intends to provide these half street improvements as part of their development. Note: If additional room is necessary, please attach extra pages.	
3. Required affidavits. a. 100% of abutting property owners. b. Two-thirds in area of real property affected by proposal. Refer to <i>ORS Chapter 271</i> (attached). c. List of all abutting and affected property owners, mailing addresses, and corresponding square footage of property owned.	


Petitioner

Date ~~9/20/21~~
2/20/21

Return To:	City of Warrenton P.O. Box 250 225 S. Main Street Warrenton, OR 97146
For Questions – Contact:	Kevin Cronin, City Planner Phone: 503- 861-0920 Email: cityplanner@ci.warrenton.or.us

APR 21 2021

RECEIVED
WARRENTON, OR 97146

RIGHT OF WAY VACATION
Street Vacation Check List

DISCLAIMER: Completion of this application does not constitute approval of the street vacation. The ultimate decision will be made by the Warrenton City Commission.

To help facilitate the street vacation process, you must complete the steps below in the order presented.

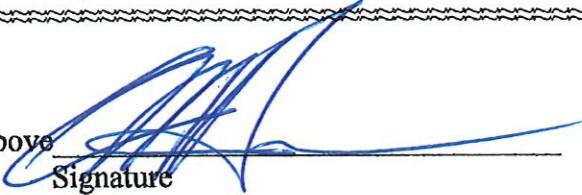
I have read the "Vacating A Street" brochure.

I have called and spoken to Eileen Ystad at Clatsop County's Cartography Department (503-325-8522) to see who will own the right-of-way area after the vacation is completed. (In most cases the vacated area is split down the middle and reverts back to the adjacent property owner.) **Please list who receives property:** Jetty Street, LLC and Gerald Poe

I have talked with all owners of the properties that abut all sides and corners of the portion of right-of-way to be vacated and they will support the vacation request (**objecting property owners will complicate or stop the process**).

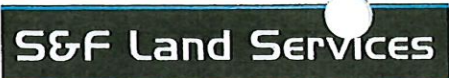
I have contacted private utilities to determine if the companies will support the vacation, with or without special conditions. To ensure that you have a complete understanding of affected utilities, a utility locate should be requested by calling: 800-332-2344.

SIGN TO CONFIRM:

I have completed all of the above  Signature 4/20/21 Date

After you have done all of the above and it appears that a right-of-way vacation may be feasible, a written right-of-way vacation petition (attached) and a Six Hundred Dollar (~~\$600.00~~ 750.00) application fee is required. If multiple streets are involved, or it affects multiple lots, a land use review by the Planning Department and Planning Commission is required. The petition fee is Eight Hundred Dollars (~~\$800~~) when it's required to go before the Planning Commission.

Upon receipt of this checklist, the petition, the required fee and all necessary signatures, (see ORS 271.080 – attached), the City Planner shall review the petition. If petition is deemed incomplete, it will be returned to the petitioner for additional signatures or other required information. If required percentages of consent is confirmed, the matter will be placed on the City Commission's Agenda to consider setting a public hearing or referred to the Planning Commission, if required. Please allow four weeks for the review of the petition.



1725 N Roosevelt Drive, Suite B, Seaside, OR 97138
(503) 738-3425 - www.sflands.com

PROJECT NO.: 21G35101
DATE: 4/16/2021
INITIALS: ER

LEGAL DESCRIPTION
Right of Way Vacation
EXHIBIT "A"
4th Avenue (Myler Avenue)

A portion of land located in the Southeast one quarter and the Southwest one quarter of Section 5, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon, more particularly described as follows:

The South 10.00 feet of that certain 70.00 feet street, adjoining and coincident, with Lots 1 to 9, inclusive, in Block 9, Plat of "First Addition to Kindred Park", Book 1, Page 60, records of Clatsop County, Oregon.

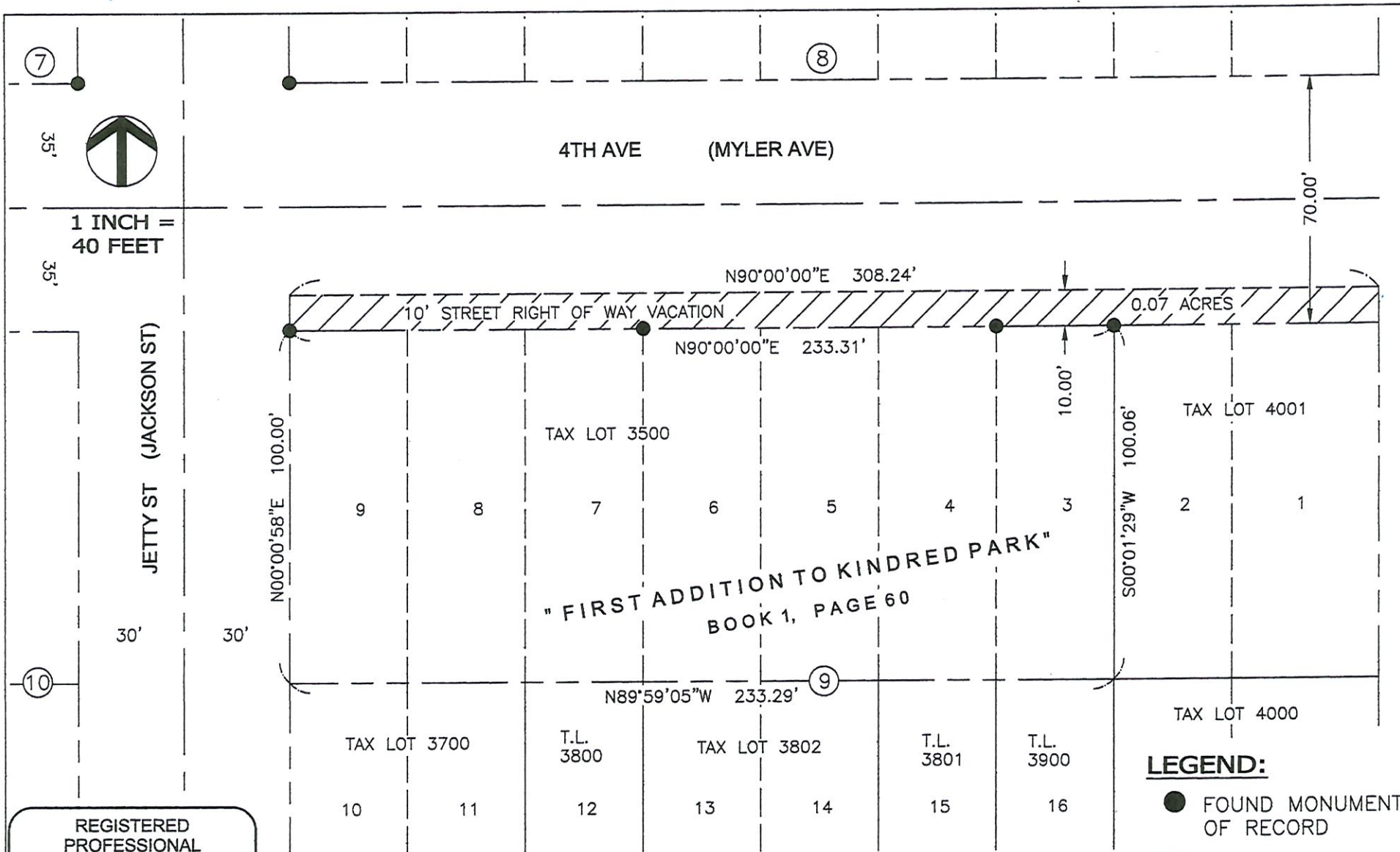
Subject to any public or private easements that may exist.

Containing 0.07 acres more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jack L. White II

OREGON
SEPTEMBER 10, 2019
JACK L WHITE II
91987PLS



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jack L. White II
OREGON
SEPTEMBER 10, 2019
JACK L WHITE II
91987PLS

STREET VACATION EXHIBIT SKETCH

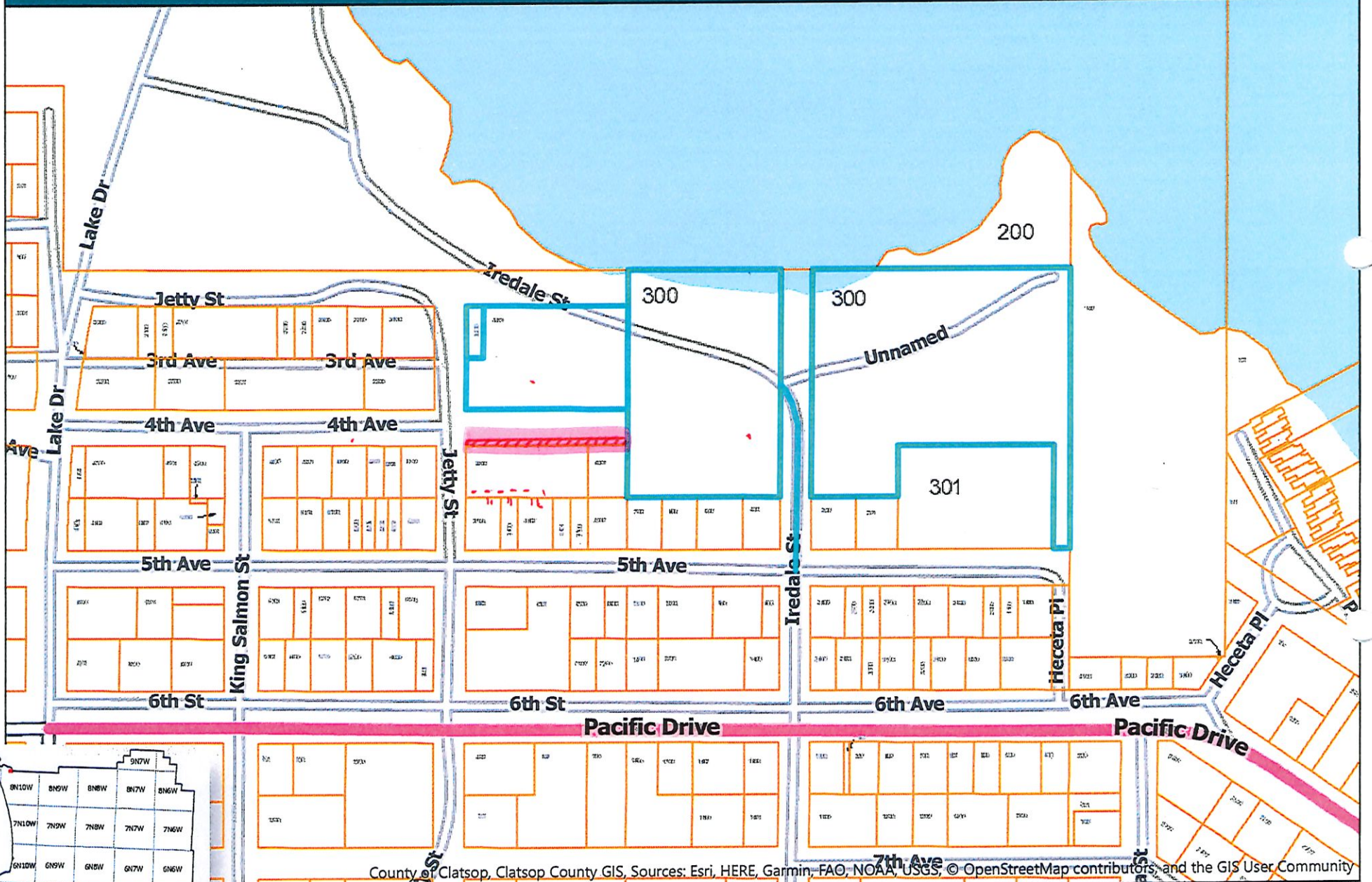
LOCATED IN THE SE 1/4 AND THE SW
1/4 OF SECTION 5, TOWNSHIP 8
NORTH, RANGE 10 WEST W.M.
CITY OF WARRENTON, CLATSOP
COUNTY, OREGON

LEGEND:
● FOUND MONUMENT
OF RECORD
▨ VACATION AREA

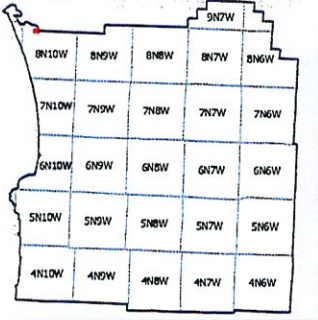


Date: 4/16/2021 1725 N ROOSEVELT DR, STE
B, SEASIDE, OR 97138 www.sflands.com
Proj No: 21G35101 (503) 738-3425 info@sflands.com

Clatsop County, OR



County of Clatsop, Clatsop County GIS, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



Clatsop County

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This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

Dawne Shaw

From: Scott Hess
Sent: Thursday, April 22, 2021 11:46 AM
To: Dawne Shaw
Cc: Linda Engbretson
Subject: 4th Street Vacation - Hammond Area

Dawne,

Planning has reviewed the 10' Street Vacation request on 4th Street in Hammond, and has no objections or concerns.

Thank you,

Scott A. Hess
Community Development Director
(503) 861-0920
CITY OF WARRENTON

This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited.

Dawne Shaw

From: Jane Sweet
Sent: Wednesday, April 28, 2021 11:49 AM
To: Dawne Shaw
Subject: RE: Street Vacation - 4th Avenue Hammond

No I think it would be just fine – unless they use our garbage dumpster

From: Dawne Shaw
Sent: Wednesday, April 28, 2021 11:48 AM
To: Jane Sweet
Subject: RE: Street Vacation - 4th Avenue Hammond

Thanks Jane. So you do not see any issues in regards to the adjacent marina property?
(just to clarify)

Dawne Shaw, CMC
City of Warrenton
City Recorder|Asst. to the City Manager|
Human Resources Coordinator
(503) 861-0823



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From: Jane Sweet <jsweet@ci.warrenton.or.us>
Sent: Wednesday, April 28, 2021 11:46 AM
To: Dawne Shaw <dshaw@ci.warrenton.or.us>
Subject: RE: Street Vacation - 4th Avenue Hammond

I do not have any feedback other than he seems like a nice guy

Thanks Dawnelll

Dawne Shaw

From: Fire Chief
Sent: Monday, May 3, 2021 11:15 AM
To: Dawne Shaw
Subject: RE: Street Vacation - 4th Avenue Hammond

Dawne,

I don't see any issues, looks like we will gain some road width for our access.

Thanks,

Brian Alsbury
Fire Chief
(503) 861-2494
CITY OF WARRENTON

This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited.

From: Dawne Shaw <dshaw@ci.warrenton.or.us>
Sent: Wednesday, April 28, 2021 11:14 AM
To: Fire Chief <firechief@ci.warrenton.or.us>; Jane Sweet <jsweet@ci.warrenton.or.us>
Subject: FW: Street Vacation - 4th Avenue Hammond
Importance: High

Do you any feedback on this proposed street vacation. If you need more details, please let me know. I need to get this ready for Linda's review to get it on the next agenda.

Thanks!

Dawne

This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited.

From: Dawne Shaw
Sent: Thursday, April 22, 2021 1:45 PM
To: Richard Stelzig <rstelzig@ci.warrenton.or.us>; Fire Chief <firechief@ci.warrenton.or.us>; Jane Sweet <jsweet@ci.warrenton.or.us>
Subject: RE: Street Vacation - 4th Avenue Hammond

Dawne Shaw

From: Richard Stelzig
Sent: Monday, May 3, 2021 2:18 PM
To: Dawne Shaw
Subject: RE: Fourth Street widths

Dawne,

Public Works does not oppose this 10' partial street vacation. It appears that a 36' wide road will still fit within the remaining ROW and can be aligned with the existing Fourth Avenue roadway.

Thank you,

Collin Stelzig, PE | Public Works Director | City of Warrenton
45 SW 2nd St. | P.O. Box 250 | Warrenton, OR 97146
Office: (503) 861-0912 | Fax: (503) 861-9661
rstelzig@ci.warrenton.or.us | www.ci.warrenton.or.us

"This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited."

From: Dawne Shaw <dshaw@ci.warrenton.or.us>
Sent: Monday, May 03, 2021 9:54 AM
To: Richard Stelzig <rstelzig@ci.warrenton.or.us>
Subject: FW: Fourth Street widths

Hi Collin,

I forwarded this late Friday and just want to make sure you have received. Please review and let me know as soon as possible if this is acceptable and reply to the original email that I sent (April 22) for feedback on the street vacation. I need to include your comments with the agenda memo.

Thanks!

Dawne Shaw, CMC
City of Warrenton
City Recorder | Asst. to the City Manager |
Human Resources Coordinator
(503) 861-0823

Cashier: gshort

City of Warrenton
225 S. Main Avenue
P.O. Box 250
Warrenton, OR 97146

~~~~~  
Customer Receipt

Rcpt No: 08855731

Date: 04/21/2021  
Time: 01:26 PM

Customer No: 119662  
Name: , JETTY STREET, LLC  
Address: 9879 BUENA VISTA RD  
  
INDEPENDENCE, OR 97351

Accounts Paid: 750.00  
CR

GFMISC  
GEN FUND MISC - STREET VACATION GE 750.00  
RALD POE

~~~~~  
Amount Paid: 750.00
Check Amount: 750.00
Check No: 1001
Cash Paid: 0.00

Thank you for your payment.
~~~~~

General Ledger Accounts:  
001-000-360000  
GEN FUND MISC - STREET VACATION GE 750.00  
RALD POE

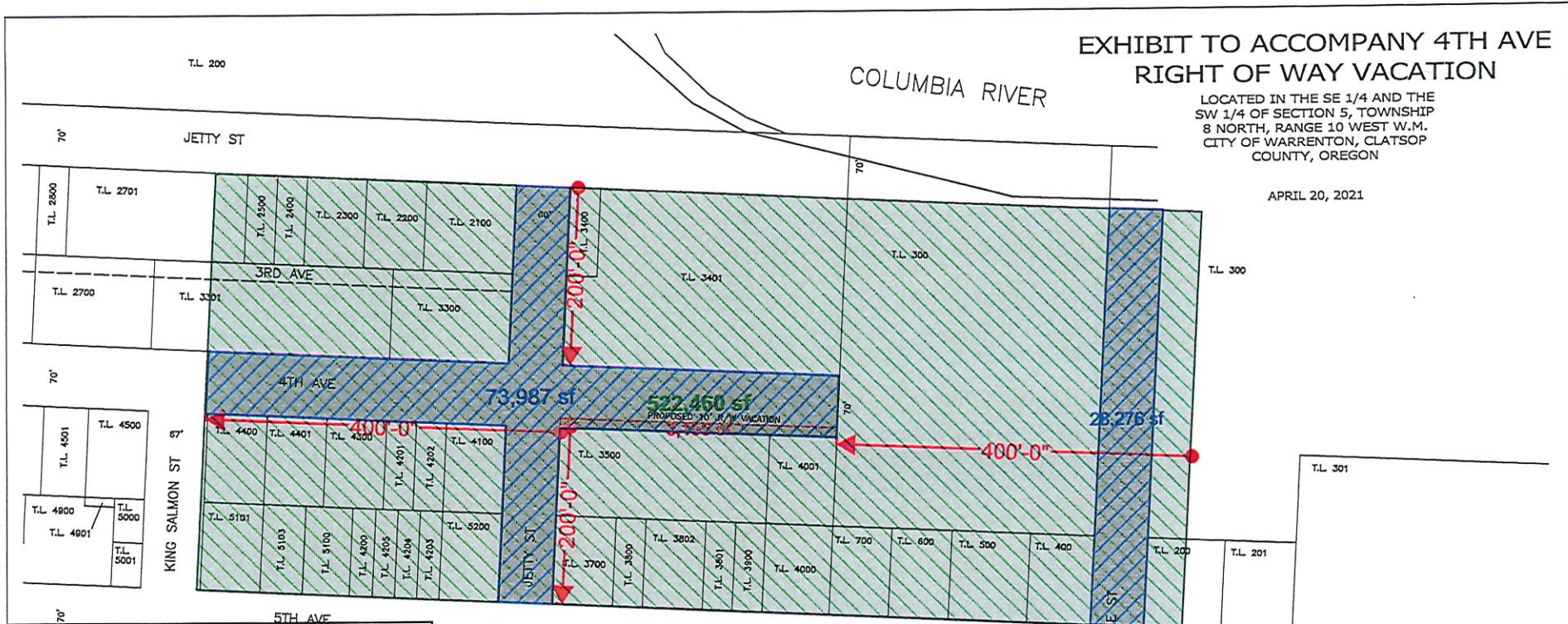


# EXHIBIT TO ACCOMPANY 4TH AVE RIGHT OF WAY VACATION

LOCATED IN THE SE 1/4 AND THE  
SW 1/4 OF SECTION 5, TOWNSHIP  
8 NORTH, RANGE 10 WEST W.M.  
CITY OF WARRENTON, CLATSOP  
COUNTY, OREGON

APRIL 20, 2021

COLUMBIA RIVER



**CALCULATION TABLE**

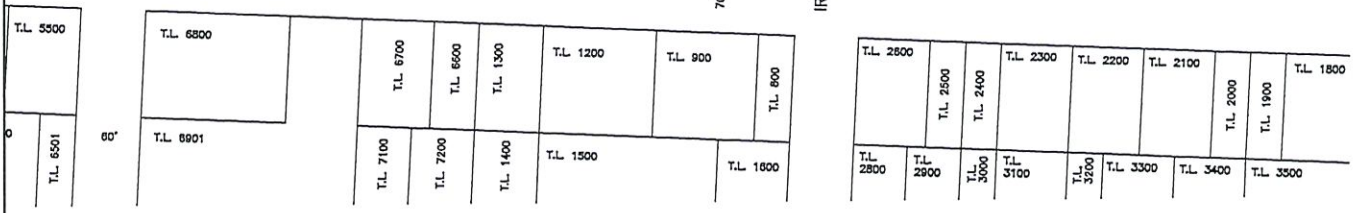
Gross Area per O.R.S. 271.080 (2) = 522,460 s.f.

Area of Vacation = 3,156 s.f.

Area of previously dedicated ROW = 102,263 s.f.

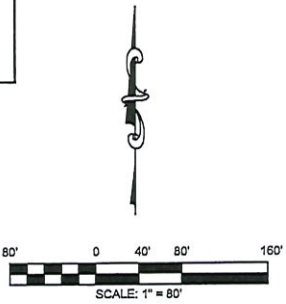
Net Area for determining necessary neighbor support= 420,197 s.f.

Total Support Needed for Vacation Approval = 280,145 s.f.  
(420,197 x's .6667)



THE EXISTING LAYOUT OF TAX PARCELS PER CLATSOP COUNTY GIS DATA IN SECTION 5. THE LINES SHOWN HEREON WERE OBTAINED FROM GIS SHAPEFILE DATA, AND NOT NECESSARILY SURVEYED.

- THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY, PROPERTY LINES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY.
- HORIZONTAL DATUM IS NAD83 OREGON STATE PLANE NORTH ZONE.
- T.L. = TAX LOT  
R/W = RIGHT OF WAY



**S&F Land Services**  
 PORTLAND, VANCOUVER, BEND, SEASIDE  
 1725 N ROOSEVELT DR  
 STE B, SEASIDE, OR 97138  
 (503) 730-3425

WWW.SFLANDS.COM      EMAIL: INFO@SFLANDS.COM

|               |              |       |       |         |
|---------------|--------------|-------|-------|---------|
| DATE          | JOB NO.      | FIELD | DRAWN | CHECKED |
| APR. 18, 2021 | 2021-G351-01 | CB    | RER   | JLW     |

SURVEY FOR:  
**JORDAN WINTERS**

SE 1/4 AND SW 1/4, SECTION 5  
 T.8N., R.10W., W.M., CLATSOP COUNTY

| Owner Name             | Tax Lot | Size | Total Property Owned per Clatsop County Assessor | Total Property Included in Calculation | Approval Given |
|------------------------|---------|------|--------------------------------------------------|----------------------------------------|----------------|
| Jetty Street, LLC      | 3500    | 0.54 | 23,522.4                                         | 23,522.4                               | 23,522.4       |
| Gerald & Stephanie Poe | 4001    | 0.17 | 7,405.2                                          | 7,405.2                                | 7,405.2        |
| City of Warranton      | 3401    | 1.34 | 58,370.4                                         | 58,370.4                               | 58,370.4       |
| Cuong Nguyen           | 3400    | 0.08 | 3,484.8                                          | 3,484.8                                |                |
| City of Warranton      | 300     | 2.47 | 107,593.2                                        | 125,687.0                              | 125,687.0      |
| Brock Johnson          | 3700    | 0.15 | 6,534.0                                          | 6,534.0                                |                |
| John Carriere          | 3800    | 0.08 | 3,484.8                                          | 3,484.8                                |                |
| John Carriere          | 3802    | 0.15 | 6,534.0                                          | 6,534.0                                |                |
| Matthew Higgins        | 3801    | 0.08 | 3,484.8                                          | 3,484.8                                | 3,484.8        |
| Matthew Higgins        | 3900    | 0.08 | 3,484.8                                          | 3,484.8                                | 3,484.8        |
| Gerald & Stephanie Poe | 4000    | 0.17 | 7,405.2                                          | 7,405.2                                | 7,405.2        |
| Judith Johnson         | 700     | 0.15 | 6,534.0                                          | 6,534.0                                | 6,534.0        |
| Terry Johnson          | 600     | 0.09 | 3,920.4                                          | 3,920.4                                | 3,920.4        |
| Clark Drown            | 500     | 0.2  | 8,712.0                                          | 8,712.0                                |                |
| Elizabeth Sweet        | 400     | 0.17 | 7,405.2                                          | 7,405.2                                | 7,405.2        |
| Rick Van Sant          | 200     | 0.2  | 8,712.0                                          | 4,568.0                                |                |
| William Rodriguez      | 4400    | 0.15 | 6,534.0                                          | 6,534.0                                |                |
| William Rodriguez      | 4401    | 0.15 | 6,534.0                                          | 6,534.0                                |                |
| Les Froembling         | 4300    | 0.15 | 6,534.0                                          | 6,534.0                                |                |
| Ben Olson              | 4201    | 0.08 | 3,484.8                                          | 3,484.8                                |                |
| Ben Olson              | 4202    | 0.08 | 3,484.8                                          | 3,484.8                                |                |
| Harold Patch           | 4100    | 0.15 | 6,534.0                                          | 6,534.0                                | 6,534.0        |
| Thomas Morisette       | 5101    | 0.15 | 6,534.0                                          | 6,534.0                                |                |
| Joseph Lawson          | 5103    | 0.11 | 4,791.6                                          | 4,791.6                                |                |
| William Rodriguez      | 5100    | 0.11 | 4,791.6                                          | 4,791.6                                |                |
| Leah Zieber            | 4200    | 0.06 | 2,613.6                                          | 2,613.6                                |                |
| Geoff Barela           | 4205    | 0.06 | 2,613.6                                          | 2,613.6                                |                |
| Miranda Rempfer        | 4204    | 0.06 | 2,613.6                                          | 2,613.6                                |                |
| Anthony Bates          | 4203    | 0.06 | 2,613.6                                          | 2,613.6                                |                |
| Glen Swenson           | 5200    | 0.15 | 6,534.0                                          | 6,534.0                                | 6,534.0        |
| Joe Revis              | 3300    | 0.31 | 13,503.6                                         | 13,503.6                               | 13,503.6       |
| Quinnat, LLC           | 3301    | 0.61 | 26,571.6                                         | 20,361.0                               |                |
| Quinnat, LLC           | 2500    | 0.08 | 3,484.8                                          | 3,484.8                                |                |
| Quinnat, LLC           | 2400    | 0.08 | 3,484.8                                          | 3,484.8                                |                |
| Shayna Olson           | 2300    | 0.15 | 6,534.0                                          | 6,534.0                                | 6,534.0        |

Excludes proposed vacation area

Excludes proposed vacation area

Assessors map incorrectly shows total propert of 2.47 acres. It appears to be in excess of 6 acres.

|                                     |      |      |          |          |                  |
|-------------------------------------|------|------|----------|----------|------------------|
| Andrew Larson                       | 2200 | 0.15 | 6,534.0  | 6,534.0  | 6,534.0          |
| Andrew Larson                       | 2100 | 0.23 | 10,018.8 | 10,018.8 | 10,018.8         |
| Quinnat, LLC                        | 2701 | 0.46 | 20,037.6 | 3,504.0  |                  |
| <b>APPROVALS PER ORS 271.080(2)</b> |      |      |          |          | <b>296,877.8</b> |

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP   )

Jetty Street, LLC

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD03500


as a basis of the petition from Jetty Street, LLC and Gerald Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature:  \_\_\_\_\_ Date: 4/20/21

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named \_\_\_\_\_  
\_\_\_\_\_ acknowledged the following instrument to be \_\_\_\_\_  
voluntary act and deed.~~

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_



AFFIDAVIT

STATE OF OREGON        )  
COUNTY OF CLATSOP    )

Gerald and Stephanie Poe

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD04000, 81005CD04001

as a basis of the petition from Jetty Street, LLC & Gerald and Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: Gerald Poe Date: 5-24-21

Signature: Stephanie Poe Date: 5/24/21

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named \_\_\_\_\_  
\_\_\_\_\_ acknowledged the following instrument to be \_\_\_\_\_  
voluntary act and deed.~~

~~\_\_\_\_\_  
Notary Public for Oregon~~

~~My commission expires: \_\_\_\_\_~~

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Joe & Leesa Revis

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD03300

as a basis of the petition from Jetty Street, LLC and Gerald & Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: [Signature] Date: 5-24-21

Signature: [Signature] Date: 5-24-21

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named \_\_\_\_\_  
\_\_\_\_\_ acknowledged the following instrument to be \_\_\_\_\_  
voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Judith Johnson

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD00700

as a basis of the petition from Jetty Street, LLC & Gerald and Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: Judith Johnson Date: 5-24-21

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named \_\_\_\_\_  
\_\_\_\_\_ acknowledged the following instrument to be \_\_\_\_\_  
voluntary act and deed.~~

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Harold & Kathryn Patch

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD04100

as a basis of the petition from Jetty Street, LLC and Gerald & Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: Harold Patch Date: 5-24-2021

Signature: Kathryn Patch Date: 5-24-2021

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named \_\_\_\_\_  
\_\_\_\_\_ acknowledged the following instrument to be \_\_\_\_\_  
voluntary act and deed.  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_~~

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Glen Swenson

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD05200

as a basis of the petition from Jetty Street, LLC & Gerald and Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: Glen R Swenson Date: 5-24-21

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named  
\_\_\_\_\_ acknowledged the following instrument to be  
voluntary act and deed.~~

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Elizabeth Sweet

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD00400

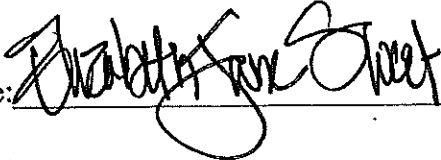
as a basis of the petition from Jetty Street, LLC & Gerald and Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature:  Date: 5/24/2021

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named  
\_\_\_\_\_ acknowledged the following instrument to be  
voluntary act and deed.~~

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_



AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Andrew Larsen

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD02100, 81005CD02200

as a basis of the petition from Jetty Street, LLC & Gerald and Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: *Andrew Larsen* Date: 5/21/18

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named  
\_\_\_\_\_ acknowledged the following instrument to be  
voluntary act and deed.~~

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Terry Johnson

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD00600

as a basis of the petition from Jetty Street, LLC & Gerald and Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: Terry Johnson Date: 5/17/21

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named \_\_\_\_\_  
\_\_\_\_\_ acknowledged the following instrument to be \_\_\_\_\_  
voluntary act and deed.~~

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Shayna Olson

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD02300

as a basis of the petition from Jetty Street, LLC & Gerald and Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: *Shayna Olson* Date: 5/18/21

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named  
\_\_\_\_\_ acknowledged the following instrument to be  
voluntary act and deed.~~

~~Notary Public for Oregon~~

~~My commission expires: \_\_\_\_\_~~

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Harold & Kathryn Patch

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD04100

as a basis of the petition from Jetty Street, LLC and Gerald & Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

~~Signature: \_\_\_\_\_ Date: \_\_\_\_\_~~

~~Signature: \_\_\_\_\_ Date: \_\_\_\_\_~~

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a  
notary public in and for the State of Oregon, the within named \_\_\_\_\_~~

~~\_\_\_\_\_ acknowledged the following instrument to be \_\_\_\_\_  
voluntary act and deed.~~

~~\_\_\_\_\_  
Notary Public for Oregon~~

~~My commission expires: \_\_\_\_\_~~

AFFIDAVIT

STATE OF OREGON       )  
COUNTY OF CLATSOP    )

Matthew Higgins

being the owners of the following real property: \_\_\_\_\_

Clatsop County Tax Lot(s): 81005CD03801, 81005CD03900

as a basis of the petition from Jetty Street, LLC & Gerald and Stephanie Poe

do hereby consent to the vacation of a portion of \_\_\_\_\_

4th Avenue

as described:

Attached as Exhibit "A"

Signature: 

Date: 5/18/21

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a notary public in and for the State of Oregon, the within named \_\_\_\_\_ acknowledged the following instrument to be \_\_\_\_\_ voluntary act and deed.~~

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager  
DATE: June 8, 2021  
SUBJ: Business Oregon Grant Application

### SUMMARY

The City was invited to apply for a Special Public Works Fund Grant through Business Oregon to assist us in moving forward with ongoing issues related to Levee Certification. This grant will allow the City to conduct the interior drainage analysis. An interior drainage analysis is a required step toward levee certification. This analysis will determine where flooding will take place within the City limits while also providing the City with information that can be used to determine necessary stormwater improvements. In addition, the City will direct a small portion of the project funds toward coordination with USACE to determine the scope of work necessary to complete the geotechnical aspects of levee certification.

The City has \$120,000 budgeted in Phase I Levee and Dike slope stability which can be used to meet the projected \$35,000 match. The City will put out a Request for Proposal to manage this project.

### RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the Business Oregon SPWF Grant Application."

### ALTERNATIVE

None recommended.

### FISCAL IMPACT

The City has funds available in its FY 2021-22 budget for this project.





# General Application

775 Summer St NE, Suite 200  
Salem, OR 97301-1280

## Applicant

City of Warrenton  
Name

93-6002276  
Federal Tax ID Number

225 S Main Ave Warrenton, OR 97146  
Street Address

PO BOX 250  
Mailing Address

Organization Type:

City     County     Special District under ORS \_\_\_\_\_     Port District under ORS \_\_\_\_\_     Tribe

Collin Stelzig  
Contact Name

Public Works Director  
Title

(Person we should contact with project questions)

(503) 861-0912                      (503) 861-9661                      rstelzig@ci.warrenton.or.us  
Phone Number                      Fax Number                      Email Address

**Representation** (Information may be found at [www.leg.state.or.us/findlegsltr](http://www.leg.state.or.us/findlegsltr) )

16  
Senate District Number

Betsy Johnson  
Senator's Name

32  
House District Number

Suzanne Weber  
Representative's Name

## Project Information

Warrenton and CCDD 11 Levee Certification - Phase 1  
Project Name: (e.g., Stayton Water System Improvements)

### Opportunity/Problem

Briefly describe the opportunity or problem facing the applicant:

Levee certification involves 3 major components - Geotechnical sampling and analysis, internal drainage study, and a survey of systems. The levee system protects Warrenton's businesses, residences and infrastructure. Failure to get USACE certification and FEMA accreditation results in increased flood insurance premiums, higher development costs, and jeopardizes public safety.

### Response to Opportunity/Problem

Briefly describe the major alternatives considered to address this opportunity or problem:

This levee certification work is technical in nature, and the engineering work necessary to complete each phase very costly. The City of Warrenton has engaged a consultant to work on addressing levee encroachments, develop an O & M manual, and manage certification planning. The interior drainage analysis is one phase of certification that is feasible to accomplish at this time. The City of Warrenton has obtained an estimate for the interior drainage study. This study may also potentially inform decisions on any necessary improvements to the drainage system.

**Detailed Project Description**

Clearly describe the proposed project work to be accomplished:

The City of Warrenton will procure services to complete an interior drainage analysis on four certification areas and procure the services of a project manager. Any remaining funds will be used to plan next phase of levee certification work - most likely geotechnical sampling and analysis.

**Project Work Plan**

List project activity milestones with estimated start and completion dates. Identify estimated date of first cash draw:

| Activity                                                         | Estimated Date |                |
|------------------------------------------------------------------|----------------|----------------|
|                                                                  | Start          | Completion     |
| Interior Drainage Study                                          | Aug 1, 2021    | Mar 31, 2022   |
| Project Management                                               | Jul 1, 2020    | March 31, 2022 |
| Preliminary planning for Geotechnical study (if funds available) | Apr 1, 2022    | June 30, 2022  |
|                                                                  |                |                |
|                                                                  |                |                |
|                                                                  |                |                |
|                                                                  |                |                |
|                                                                  |                |                |

**Estimated First Draw Date:** Aug 1, 2021

# Special Public Works Fund - Planning Project AND LEVEE PROJECT- Eligibility Checklist

Project Name: Warrenton and CCDD 11 Levee Certification - Phase 1

Portfol Client - Deal: 267-14460

| Criteria and Response                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Comments             | ORS / OAR Authority                                                                             |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------|
| <b>Application &amp; Project Information</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |                                                                                                 |
| <b>1</b>                                                    | The applicant is one of the entities listed in a to ad:<br>a) city                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      | <i>Coordinator</i><br>ORS 285B.410(8)                                                           |
| <b>2</b>                                                    | Application was signed by the highest elected official or by a duly authorized person.<br><input checked="" type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      | <i>Coordinator</i><br>Policy                                                                    |
| The project includes costs only for (check all that apply): |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      | <i>Coordinator</i><br>ORS 285B.410(9)<br>OAR 123-042-0020<br>(17)(a to d)<br>OAR 123-042-045(3) |
| <b>3</b>                                                    | <input checked="" type="checkbox"/> a) preliminary planning, final or construction engineering design to determine the feasibility of an eligible development project<br><input type="checkbox"/> b) a survey, site investigation or environmental action related to a potential development or construction project<br><input type="checkbox"/> c) a financial, technical, legal or economic feasibility report, study or plan<br><input type="checkbox"/> d) planning activities for site certification including but not limited to Wetland Delineation, Environmental Site Assessment, and archeological investigations<br><input type="checkbox"/> e) planning activities for environmental actions as defined in ORS 285A.188(a)(B) & ORS 285A.188(a)(C) <b>[Brownfields]</b><br><input checked="" type="checkbox"/> f) preliminary evaluation, planning, or engineering directly related to and required for levee certification, accreditation or repair <b>[Levee project]</b><br><input type="checkbox"/> g) something other than the above (describe in comments) |                      |                                                                                                 |
| <b>4</b>                                                    | The project is ready to begin and the municipality/applicant has committed that it will proceed immediately.<br><input checked="" type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      | <i>Coordinator</i><br>OAR 123-042-0132<br>(1)(f) [per OAR 123-042-0132(2)(a)]                   |
| <b>5</b>                                                    | The municipality/applicant has administrative capacity or demonstrated ability to secure administrative capacity to undertake and complete the project.<br><input checked="" type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      | <i>Coordinator</i><br>OAR 123-042-0132<br>(2)(c)                                                |
| <b>6</b>                                                    | Other funds needed to complete the project are available or the municipality has a binding commitment for such funds.<br><input type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A - no match funds | <i>Coordinator</i><br>OAR 123-042-0132<br>(1)(e) [per OAR 123-042-0132 (2)(a)]                  |
| <b>7</b>                                                    | The award will not exceed the estimated cost of the project.<br><input checked="" type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      | <i>Coordinator</i><br>Policy                                                                    |

| Criteria and Response       |                                                                                                                                                                                                                                                                                  | Comments                                                                                                                          | ORS / OAR Authority                                                                                                                            |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Grant Eligibility and Award |                                                                                                                                                                                                                                                                                  |                                                                                                                                   |                                                                                                                                                |
| 8                           | The award includes grant.                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> Yes, complete section<br><input type="checkbox"/> No, skip this section                       | Coordinator                                                                                                                                    |
| 9                           | The project is for the purpose of (select one):                                                                                                                                                                                                                                  | <input type="checkbox"/> developing <b>industrial lands</b> .<br><input checked="" type="checkbox"/> <b>levee certification</b> . | Coordinator<br>OAR 123-042-0045(2) or (3);<br>OAR 123-042-0061(2)                                                                              |
| 10                          | <b>For levee projects only:</b><br>The property which is subject of this award is within a <b>levee certification project area</b> delineated by FEMA.                                                                                                                           | <input checked="" type="checkbox"/> True <input type="checkbox"/> False<br><br><input type="checkbox"/> Waived                    | Coordinator<br>OAR 123-042-0045(3)<br>OAR 123-042-0061(2)(a) or (b)                                                                            |
| 11                          | <b>For levee projects only:</b><br>The combined total of this grant amount and any previously awarded levee certification SPWF planning project grant does not exceed \$50,000 for this <b>levee certification project area</b> , or 85% of the project cost, whichever is less. | <input checked="" type="checkbox"/> True <input type="checkbox"/> False<br><br><input type="checkbox"/> Waived                    | Coordinator<br>OAR 123-042-0045(3)<br>OAR 123-042-0061(4)                                                                                      |
| 12                          | <b>For industrial lands project only:</b><br>The property which is the subject of the project is zoned industrial.                                                                                                                                                               | <input type="checkbox"/> True <input type="checkbox"/> False<br><br><input type="checkbox"/> Waived                               | N/A<br><br>Coordinator<br>OAR 123-042-0045(2)(a)                                                                                               |
| 13                          | <b>For industrial lands project only:</b><br>The site meets marketability standards as determined by the BDO using policy 004-06.                                                                                                                                                | <input type="checkbox"/> True <input type="checkbox"/> False<br><br><input type="checkbox"/> Waived                               | N/A<br><br>Coordinator<br>OAR 123-042-0045(2)(b)                                                                                               |
| 14                          | <b>For industrial lands project only:</b><br>The grant will not exceed \$60,000 per site, per biennium, or 85% of the project cost, whichever is less.                                                                                                                           | <input type="checkbox"/> True <input type="checkbox"/> False<br><br><input type="checkbox"/> Waived                               | N/A<br><br>Coordinator<br>OAR 123-042-0045(2)                                                                                                  |
| 15                          | <b>For industrial lands project only:</b><br>The feasibility study will be owned by the municipality and it will be in preparation for an eligible municipal development project.                                                                                                | <input type="checkbox"/> True <input type="checkbox"/> False<br><br><input type="checkbox"/> Waived                               | N/A<br><br>Coordinator<br>ORS 285B.410(9)<br>ORS 285B.460(1)<br>OAR 123-042-0076(1)                                                            |
| 16                          | The 15% statutorily required match consists of cash, or an eligible project expense that is paid by others; i.e. not routine local administration or costs of staff's ordinary responsibilities.                                                                                 | <input type="checkbox"/> True <input type="checkbox"/> False<br><br><input type="checkbox"/> Waived                               | N/A - not industrial land planning project<br><br>Coordinator<br>ORS 285B.440(3)<br>ORS 285B.410(4)<br>OAR 123-042-0065<br>OAR 123-042-0020(7) |

| Criteria and Response |                                                                                                                                                                                                                              | Comments                                                                                                    | ORS / OAR Authority                                                               |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 17                    | The grant will not be used in lieu of or to displace other project funding.                                                                                                                                                  | <input checked="" type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived  | <i>Coordinator</i><br>ORS 285B.413(2),(3)<br>OAR 123-042-0026<br>OAR 123-042-0065 |
| 18                    | The Infrastructure Finance Authority will not disburse over \$900,000 of SPWF funds for Planning Projects/Technical Assistance awards in the current biennium as a result of making this award.                              | <input checked="" type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived  | JG<br><br><i>Finance</i><br>OAR 123-042-0026<br>(2)(e)                            |
| Loan Funding          |                                                                                                                                                                                                                              |                                                                                                             |                                                                                   |
| 19                    | The award includes a loan.                                                                                                                                                                                                   | <input type="checkbox"/> Yes, complete section<br><input checked="" type="checkbox"/> No, skip this section | JG<br><br><i>Finance</i>                                                          |
| 20                    | The term of the loan will not exceed 7 years.                                                                                                                                                                                | <input type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived             | <i>Finance</i><br>Policy                                                          |
| 21                    | <b>For Planning and Levee Projects: Excepting the provision for Levee Project loan in item 23 below;</b><br>The interest rate will be 50% of the rate for direct loans, if loan term does not exceed 7 years.                | <input type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived             | <i>Finance</i><br>Policy                                                          |
| 22                    | <b>For Levee Projects only:</b><br>The total loan amount does not exceed \$2,500,000.                                                                                                                                        | <input type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived             | <i>Finance</i><br>OAR 123-042-0061(3)(a)                                          |
| 23                    | <b>For Levee Projects only:</b><br>Not more than 50% of the financial award or \$1,000,000, whichever is less, is loan financing at 0% interest rate.                                                                        | <input type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived             | <i>Finance</i><br>OAR 123-042-0061(3)(b)                                          |
| 24                    | <b>For Levee Projects only:</b><br>The Infrastructure Finance Authority has not awarded more than a cumulative amount of \$4,000,000 in loan financing with the 0% interest rate for levee projects in the current biennium. | <input type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived             | <i>Finance</i><br>OAR 123-042-0061(3)(c)                                          |
| 25                    | The loan will be a full faith and credit obligation payable from any taxes which may be levied, any legally available revenues, and other funds of the applicant.                                                            | <input type="checkbox"/> True <input type="checkbox"/> False<br><input type="checkbox"/> Waived             | <i>Finance</i><br>OAR 123-042-0026<br>(3)(f)                                      |

**General Certification**

I certify to the best of my knowledge all information, contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

- 1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
- 2. Signature authority is verified.

**Check one:**

- Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- No, I am not the highest elected official so I have attached documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)

**The department will only accept applications with proper signature authority documentation.**

|                                  |                        |
|----------------------------------|------------------------|
| _____<br>Signature               | _____<br>Date          |
| Henry Balensifer<br>Printed Name | Mayor<br>Printed Title |

**FOR BUSINESS OREGON USE ONLY**

|                         |                               |
|-------------------------|-------------------------------|
| _____<br>Concept Number | _____<br>Intake Approval Date |
|-------------------------|-------------------------------|

**Project Type:**

- Planning
- Design
- Construction
- Design & Construction
- Other:

**Project Budget**

List individual project budget line items with requested budgeted amounts by IFA and non-IFA funding sources. Change budget column labels to identify the specific requested IFA funding sources. Non-IFA sources are those funds other than those requested from IFA.

**Please be aware that the award loan amount will be subject to a less than 1% issuance fee if the loan is included in the Oregon Bond Bank. Please contact Business Oregon for additional information.**

| Budget Line Item<br>(Adjust budget items to suit the project)<br><i>Below are general items most used</i> | IFA Funding    |          | Non-IFA       | Total          |
|-----------------------------------------------------------------------------------------------------------|----------------|----------|---------------|----------------|
|                                                                                                           | Source 1       | Source 2 | Funds         |                |
| Engineering/Architecture                                                                                  | \$200,000      | \$0      | \$0           | \$200,000      |
| Construction                                                                                              |                |          |               | 0              |
| Construction Contingency                                                                                  |                |          |               | 0              |
| Land Acquisition                                                                                          |                |          |               | 0              |
| Legal                                                                                                     |                |          |               | 0              |
| Construction Management                                                                                   |                |          |               | 0              |
| Other Project Management                                                                                  |                |          | 35,000        | 35,000         |
| Other (Specify)                                                                                           |                |          |               | 0              |
| Other (Specify)                                                                                           |                |          |               | 0              |
| Other (Specify)                                                                                           |                |          |               | 0              |
| <b>Totals</b>                                                                                             | <b>200,000</b> | <b>0</b> | <b>35,000</b> | <b>235,000</b> |

**Details of Non-IFA Funds**

| Source of Non-IFA Funds | Amount        | Status:<br>C-Committed,<br>A-Application<br>S-Submitted,<br>AI-Application<br>Invited,<br>PS-Potential Source | Dates<br>Required<br>Funds will be<br>Committed<br>and Available |
|-------------------------|---------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| City of Warrenton       | \$35,000      | C                                                                                                             | 1-Jul-21                                                         |
|                         |               |                                                                                                               |                                                                  |
|                         |               |                                                                                                               |                                                                  |
|                         |               |                                                                                                               |                                                                  |
| <b>Totals</b>           | <b>35,000</b> |                                                                                                               |                                                                  |

If "Non-IFA funds" include USDA Rural Development funding that will require interim financing, please indicate the source of the interim financing.





## AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Jane Sweet Harbormaster

DATE: Commission Meeting June 8, 2021

SUBJ: Consideration of Resolution 2596; Marina Rates and Fees

**SUMMARY:** Adopting and Setting Moorage Rental Rates and Fees in the Warrenton and Hammond Municipal Basins, Repealing Resolution 2523.

Attached are the proposed changes to the City of Warrenton Marina fees in Resolution 2596.

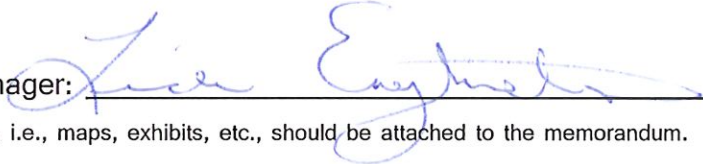
The proposed rate increases are necessary to aid in future capital improvements, such as, the Warrenton Pier Improvements, Repairs and Future Dock Replacement. In the Hammond continued Maintenance Dredging, Bank Stabilization and Future Dock Replacement.

RECOMMENDATION/SUGGESTED MOTION: "I move to conduct the first reading, by title only, of Resolution No. 2596; Adopting and Setting Moorage Rental Rates and Fees in the Warrenton and Hammond Municipal Basins, and repeal any other Resolutions in conflict.

ALTERNATIVE

None Recommended

FISCAL IMPACT: Approximately Warrenton - \$50,000 and Hammond \$15,000 of additional Revenue, Fiscal year 2021 - 2022.

Approved by City Manager:  \_\_\_\_\_  
All supporting documentation, i.e., maps, exhibits, etc., should be attached to the memorandum.

## Revenue Adjustments

### **Revenue Adjustments Projections for 2021/2022 Year**

| <u>Warrenton</u>               |  | Current             | New                 | <u>Hammond</u> |  | Current             | New                 |
|--------------------------------|--|---------------------|---------------------|----------------|--|---------------------|---------------------|
| Annual Moorage                 |  | \$260,000.00        | \$300,306.00        | Annual Moorage |  | \$101,000.00        | \$116,000.00        |
| Hoist                          |  | \$17,250.00         | \$23,000.00         |                |  |                     |                     |
| Electric                       |  | \$47,000.00         | \$53,000.00         |                |  | \$1,250.00          | \$1,500.00          |
| <b>TOTAL INCREASED REVENUE</b> |  | <b>\$324,250.00</b> | <b>\$376,306.00</b> |                |  | <b>\$102,250.00</b> | <b>\$117,500.00</b> |

## RESOLUTION 2596

Introduced by All Commissioners

### AMENDING MARINA RATES AND FEES, AND REPEALING RESOLUTION NO. 2523

**WHEREAS**, The Warrenton and Hammond Marinas require an adjustment in user rates to meet City of Warrenton Marina expenses; and

**WHEREAS**, the City of Warrenton Marina Department is an enterprise fund and revenues must pay expenses;

**NOW THEREFORE**, The Warrenton City Commission of the City of Warrenton does hereby adopt the following:

#### **SECTION 1. SETTING RATES:**

The Warrenton City Commission hereby adopts the following fees and rates for all users of the Warrenton and Hammond Municipal Boat Basins. The charges, which shall be paid by all users of the municipal basins, will be assessed according to the measurement of the overall length of the vessel. The Length Over All (LOA) includes across deck, bow to stern, including outrives, outboards, bowsprits, fish boxes and swim platforms; anchors are not included. All vessels will be charged at the rate provided by City resolutions. Annual Moorage shall run from July 1<sup>st</sup> to June 30<sup>th</sup> of each year.

- A. YEARLY RATES shall be \$42.00 per foot based on OAL or slip size whichever is greater with the exception of Commercial - The term commercial vessel is defined by the United States Coast Guard as any vessel (i.e. boat or ship) engaged in commercial trade or that carries passengers for hire. This would exclude pleasure craft that do not carry passengers for hire. - shall be \$45.00 per foot due to the additional wear and tear of the marina facilities. All annual moorage holders shall be required to have proof of ownership, current registration or documentation and provide proof of liability insurance in the amount of \$300,000.00 with the City of Warrenton listed as additionally insured.
- B. THESE ABOVE RATES will be raises \$2.00 Per year thereafter for a period of 3 years beginning in 2022 and ending in 2025.
- C. ANNUAL AND DAILY FACILITY USE FEE – Includes Water, Garbage and Oil Dump charges. Annually \$200.00 Commercial, \$100.00 Recreational; Monthly Rate Commercial \$150.00, Recreational \$75.00; Daily Commercial \$10.00, Recreational \$5.00.

D. TRANSIENT MOORAGE rates shall be charged as follows:

Recreational and Commercial Daily Moorage Rate

|          |         |
|----------|---------|
| 0 – 29'  | \$15.00 |
| 30 – 39' | \$20.00 |
| 40 – 49' | \$25.00 |
| 50 – 59' | \$30.00 |
| 60 – 69' | \$35.00 |
| 70 – 79' | \$40.00 |
| 80 – 89' | \$45.00 |
| 90 – 99' | \$50.00 |

Recreational and Commercial Monthly Rate (June – September)

| Warrenton |          | Hammond  |          |
|-----------|----------|----------|----------|
| 0 – 29'   | \$350.00 | 0 – 19'  | \$400.00 |
| 30 – 40'  | \$400.00 | 20 – 29' | \$500.00 |
| 40 – 50'  | \$500.00 | 30' +    | \$550.00 |

Monthly Moorage for the remaining months will be 1/3 the annual rate (October – May).

Additional charges may apply to the above transient rates such as parking and electric fees.

- E. ELECTRICITY CHARGES for annual tenants will be based on the rates established by the PUC plus a \$15.00 per month maintenance and read fee. Monthly and Daily charges will be included in the Facility Fee.
- F. UNAUTHORIZED MOORAGE FEE – Includes Failure to Register \$25.00
- G. KEY REPLACEMENT FEE – Includes Restrooms>Showers, Docks and Oil Dump \$25.00
- H. UNAUTHORIZED MOORAGE – Will be referred to WPD with possible result in Theft of Service Charge.

**SECTION 2. LIVEABOARD FEES**

A. LIVE ABOARD FEE of \$65.00 per month will be imposed for each individual living aboard a vessel to help offset extra costs incurred from living aboard. Live aboard spaces are available to previously approved occupants only. This fee shall also apply to commercial vessels with crew onboard for a period over 10 days per month. This fee shall be charged to the owner of the vessel. The Live aboard Fee shall include the Facility Fee.

B. UNAUTHORIZED LIVE ABOARD - Shall be charged \$200.00 per day/per person. These charges will be the responsibility of the owner of the vessel allowing unauthorized persons staying on their vessel. Failure to remove individuals residing on vessels will result in cancellation of moorage.

### **SECTION 3. LAUNCH RAMPS**

A LAUNCH RAMP fee of \$10.00 will be charged at both the Warrenton and Hammond launch ramps for all vessels using the facilities. Such fee will include load/unloading crab posts, nets, etc. Annual permits shall be available for the fee of \$150.00 per recreational vessels and \$250.00 for commercial vessels. The permit shall be for the period July 1<sup>st</sup> – June 30<sup>th</sup> of each year. It is understood that such permit holders shall have no priority in the launching their boats.

A. LAUNCH CITATION FEE – If paid within 24 hours - \$25.00 Customers will have 10 days to appeal if disputing charges. After 10 days the fee will be turned over to the Warrenton Police Department.

### **SECTION 4. HOIST CHARGES**

A. Hoists are available at an hourly rate of \$100.00 per hour, minimum one hour charge during regular operation hours. The hoist is available every day during the month. Weekend, meaning Saturday and Sunday, hoist appointments will be charged at double time. After hours emergency appointments will be charged at double time with a minimum 3 hour call out. Appointments must be made 24 hours in advance with the Harbormasters' office, as all hoists must be operated by a City hoist/crane operator. Hoist charges will begin at the time of scheduled appointment.

### **SECTION 5. SERVICE DOCK CHARGES**

A. MAIN FACE OF THE PIER - \$200.00, allows for use up to 24 hours maximum for transient vessels. Annual Commercials will not be charged for their first 24 hours of use. All vessels exceeding the 24-hour time limit will be assessed a \$100.00 per day user fee.

B. WORK SLIP - \$100.00 per day with up to 6 days of use. After 6 days of use the fee will be assessed at \$200.00 per day. Work slip use is designed for use of welders, painting, vendors, use of private hoist or crane, equipment, etc. This fee may be assessed whether at the City Pier or in a City leased slip.

C. NET LOADING ON PIER – Round Trip \$50.00

## **SECTION 6. OVER THE PIER PRODUCT CHARGES**

For every pound of seafood taken over the pier there will be a charge of \$.05. For every gallon of fuel taken over the pier the charge will be \$.02. These charges shall be billed directly to the buyer/fishery/fuel vendor or directly to the owner of the vessel. Fish tickets and fuel ticket shall be required from the fish buyer and fuel vendor for billing purposes.

## **SECTION 7. DRY STORAGE CHARGES**

- A. Dry storage areas of 20'x20' spaces are available for \$95.00 per month limited to fishing related gear only and shall be contained wholly within the confines of the marked leased area.
- B. Vessels will be charged \$15.00 per day for use of the dry storage or park area for net repair.
- C. Boaters wishing to store boat trailers shall be billed at the rate of \$10.00 per day or \$75.00 per month.

## **SECTION 8. PUMP OUT / CLEANUP/ REPAIR FEES**

- A. The City of Warrenton will only pump vessels in emergency situations or when a vessel is in danger of sinking. The vessel's owner will be notified that said vessel requires immediate attention. Vessels requiring pump out will be charged \$75.00 per hour/per employee required. Call out and Holiday charges shall be at double time per employee with a minimum call out time of 3 hours.
- B. Any vessel or person leaving debris or unauthorized property on marina property shall be charged for the cleanup and or removal of debris or property at the rate of \$75.00 per hour/per employee required. This shall include pier, finger piers, oil dump and dumpsters if filled beyond capacity.
- C. Any damage to marina property due to negligence or neglect shall be charged at the rate of \$75.00 per hour/per employee, plus any materials needed to repair to usable or like condition.
- D. Any Assistance or service provided to individual vessel not covered in routine maintenance \$75.00 per hour/per employee.
- E. All above fees shall be the responsibility of the legal owner of the vessel whether present at the time of the incident or not.

## **SECTION 9. LATE PAYMENT CHARGES**



- A. There shall be a minimum monthly late fee of \$10.00 or 1.5 % whichever is greater, shall be levied against all accounts which are not paid in full by the end of each month.
- B. If electrical accounts are not paid in full within 45 days of the billing the electric box shall be locked and your account must be paid in full – balance of \$0 – before the power will be turned back on. A \$30.00 charge will be assessed to reestablish power.
- C. There will be a \$35.00. fee for all checks returned NSF.

#### **SECTION 10. PARKING FEES**

- A. The City of Warrenton requires a fee for all vehicles using marina properties to park. All vehicles must be in running condition with current state registration. Parking areas are to be used for parking only. No long term storage shall be allowed in areas designated for parking. If long term parking, more than 30 days is required vehicle shall be move to Dry Storage and pay fees associated with the use of dry storage area.
- B. Fees are as follows:
  - Daily Parking - \$10.00 per vehicle
  - Monthly Parking - \$100.00 per vehicle
  - Monthly Parking with Boat Trailer - \$150.00 per vehicle
- C. FAILURE TO PAY PARKING FEE (if paid within 48 hours) - \$25.00 Customers will have 10 days to appeal if disputing charges. After 10 days the fee will be turned over to the Warrenton Police Department.
- D. Annual Moorage holders shall receive two parking passes per slip. Additional passes may be purchased at the annual parking rate of \$100.00.

#### **SECTION 11. OVERNIGHT STAYS**

- A. The City of Warrenton charges a fee of \$50.00/Night. Including transient room tax per overnight stays on marina properties. Each marina has designated areas for overnight camping with limited space available. Overnight stays shall be limited to no more than 30 consecutive days.
- B. All vehicles outside of the designated areas may be subject to a fine or towing.
- C. FAILURE TO PAY CAMPING/OVERNIGHT FEE - \$75.00
- D. 30 Day Passes may be purchase only at the Marina Office \$900.00

**SECTION 12. NON-REFUNDABLE RESERVATION FEE**

There is a \$10.00 nonrefundable fee for daily reservations at the City of Warrenton marinas. If the reservation cannot be guaranteed, the request shall be put on a wait list where no fee shall be required.

**SECTION 13. OFFENSIVE LITTERING**

- A. All refuse, garbage and debris must be deposited in the provided shore side dumpster. Nothing shall be dumped in the basin waters. This includes all fish, shellfish, bait or animal waste of any kind.
- B. Fish cleaning of any kind is prohibited on all City of Warrenton Marina Docks unless fish wastes are collected, contained and properly disposed of in provided dumpsters.
- C. FAILURE TO USE PROVIDED DUMPSTERS FOR ALL WASTE OF ANY KIND - will result in immediate loss of privileges to the City of Warrenton Marinas and will result in City fines up to \$300.00
- D. EXCESSIVE DUMPING OR UNAUTHORIZED DUMPING – Will be referred to the WPD with a possible result in theft of service fines.

**SECTION 14. EFFECTIVE DATE**

This Resolution becomes effective July 1, 2021.

First Reading: June 8, 2021

Second Reading: June 22, 2021

Adopted by the City Commission of the City of Warrenton this 22<sup>nd</sup> day of June, 2021.

APPROVED

\_\_\_\_\_  
Henry Balensifer, III  
Mayor

ATTEST

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



## Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission  
 From: April Clark  
       Finance Director  
 Date: June 8, 2021

**Regarding – Consideration of Resolution No. 2604 Approving and Adopting Increases to Appropriations for Unanticipated Revenues from Specific Purpose Grant for the fiscal year ending June 30, 2021**

---

**SUMMARY:**

Staff is presenting a budget adjustment for your approval in order to amend the current budget to allow for additional spending authority in the General Fund Fire Department.

The City of Warrenton Fire Department is occasionally asked to assist with conflagration fires across the state of Oregon by sending personnel and equipment to the location of these fires. The State of Oregon reimburses the City for any costs and provides compensation to responders, both volunteers and staff. The City treats this compensation as a pass through from the State and pays the staff and volunteers directly. The amount of these conflagration fire revenues and associated payments are difficult to predict and were unknown at the time of budget preparation.

This year the Fire Department responded to three large fires; the Beachie Creek Fire, Holiday Farm Fire, and the LNU Fire in California. The total amount received from the State of Oregon for personnel for these three fires was \$65,415.85. This amount is adjusted for the regular salary of staff that would have been paid regardless, leaving \$60,622. This amount covers the pay passed on to volunteers and staff and the associated payroll expenses. *(The City also received \$44,362.40 in compensation for the use of equipment which was deposited into the Fire Apparatus Replacement Fund and does not require a budget adjustment.)*

**RECOMMENDATION:**

Staff recommends the following motions:

“I move to approve Resolution No. 2604 Approving and Adopting Increases to the 2020-2021 Budget by increasing appropriations for unanticipated revenues from Specific Purpose Grant.”

**ALTERNATIVE:**

No alternative is being recommended.

**FISCAL IMPACT:**

Budgeted revenues are increased by \$60,622 and budgeted expenses are increased by \$60,622 in the General Fund. There is no overall fiscal impact to the City as the increased appropriations of \$60,622 are made from the specific purpose grant proceeds.

Approved by City Manager: Linda Engstrom

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

**RESOLUTION NO. 2604**

**Introduced by All Commissioners**

**APPROVING AND ADOPTING INCREASES TO THE 2020-2021 BUDGET BY INCREASING  
APPROPRIATIONS FOR UNANTICIPATED REVENUES FROM SPECIFIC PURPOSE  
GRANT**

Whereas, the City of Warrenton Fire Department responded to three separate conflagration fires during the fiscal year and the City was compensated by the State of Oregon in order cover the City’s costs and pass through remaining amounts to volunteers and staff and

Whereas, the amount of conflagration pay was unknown at the time of budget preparation and

Whereas, these funds were recorded in the General Fund along with the associated expenditures and

Whereas the amount of the required pass through payments to volunteers and staff, including City costs is \$60,622;

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Warrenton hereby adopts the following 2020-2021 budget changes for unanticipated revenues and expenses:

| <u>General Fund</u>       | <u>Adopted</u>     | <u>Changes</u>   | <u>Amended</u>      |
|---------------------------|--------------------|------------------|---------------------|
| Total Resources           | <u>5,025,741</u>   | <u>60,622</u>    | <u>5,086,363</u>    |
| Municipal Court           | 160,306            |                  | 160,306             |
| Administration/Commission | 1,167,282          |                  | 1,167,282           |
| Community Development     | 292,992            |                  | 292,992             |
| Police                    | 2,000,654          |                  | 2,000,654           |
| Fire                      | 855,386            | 60,622           | 916,008             |
| Park                      | 163,557            |                  | 163,557             |
| Contingency               | 235,517            |                  | 235,517             |
| Transfer to Other Funds   | 70,178             |                  | 70,178              |
| Total Expenditures        | <u>\$4,945,872</u> | <u>\$ 60,622</u> | <u>\$ 5,006,494</u> |

PASSED by the City Commission of the City of Warrenton this \_\_\_\_ day of \_\_\_\_\_, 2021

APPROVED by the Mayor of the City of Warrenton this \_\_\_\_ day of \_\_\_\_\_, 2021

This resolution is effective on June 8, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder





## Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission  
 From: April Clark  
       Finance Director  
 Date: June 8, 2021

### **Regarding – Consideration of Resolution No. 2605 Approving and Adopting Increases to Appropriations for Unanticipated Revenues from Specific Purpose Grant for the fiscal year ending June 30, 2021**

---

**SUMMARY:**

Staff is presenting a budget adjustment for your approval in order to amend the current budget to allow for additional spending authority in the Grants Fund.

The City of Warrenton was provided \$170,664.53 in Coronavirus Relief Funds from the federal government through the Cares Act in 2020 for necessary expenditures incurred due to the public health emergency with respect to Covid-19. This was a reimbursement grant through an agreement with the State and the City had to expend the funds before requesting reimbursement through the State for eligible project costs starting on March 1, 2020. In the prior fiscal year the City was reimbursed for \$15,412.56. The remainder will be spent by June 30, 2021.

These funds have been spent on qualified expenses, such as medical and protective supplies, disinfecting public areas, public safety measures and communication and enforcement; expenses to facilitate remote work; paid sick and paid family medical leave, payroll expenses of those substantially dedicated to responding to the pandemic, and legal fees to administer new required policies. In addition, the Commission approved use of up to \$50,000 to pass through to Clatsop Community Action to help individuals affected by the economic impacts of the pandemic with rent and utility assistance. The full amount has been distributed to Warrenton citizens by CCA. This portion of the CRF Funding requires a budget adjustment in the Grants Fund in the amount of \$50,000, as this was not known during the budget process and additional spending authority is needed. No adjustment is needed in other funds as reduced spending during the year has allowed enough spending authority in those funds.

**RECOMMENDATION:**

Staff recommends the following motions:

“I move to approve Resolution No. 2605 Approving and Adopting Increases to the 2020-2021 Budget by increasing appropriations for unanticipated revenues from Specific Purpose Grant.”

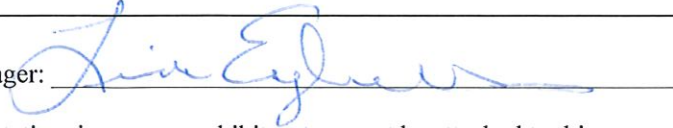
**ALTERNATIVE:**

No alternative is being recommended.

**FISCAL IMPACT:**

Budgeted revenues are increased by \$50,000 and budgeted expenses are increased by \$50,000 in the Grants Fund. There is no overall fiscal impact to the City as the increased appropriations of \$50,000 are made from the specific purpose grant proceeds.

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Lisa E. [unclear]", is written over a horizontal line.

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



**RESOLUTION NO. 2605**

**Introduced by All Commissioners**

**APPROVING AND ADOPTING INCREASES TO THE 2020-2021 BUDGET BY INCREASING APPROPRIATIONS FOR UNANTICIPATED REVENUES FROM SPECIFIC PURPOSE GRANTS**

Whereas, the City of Warrenton entered into an agreement with the State of Oregon, Department of Administrative Services, to receive grant funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to be used for expenditures incurred due to COVID-19 and

Whereas, the City passed through \$50,000 of the grant funds to Clatsop Community Action to help individuals affected by the economic impacts of the COVID-19 pandemic with rent and utility assistance and

Whereas, receipt of these funds are recorded in the Grants Fund along with the associated expenditure, and

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Warrenton hereby adopts the following 2020-2021 budget changes for revenues and expenses from specific purpose grants, which were unforeseen at the time of the preparation of the budget:

| <u>Grants Fund</u>    | <u>Existing</u> | <u>Changes</u> | <u>Adjusted</u> |
|-----------------------|-----------------|----------------|-----------------|
| Total Resources       | \$ 119,077      | 50,000         | \$ 169,077      |
| Police Department     | 26,209          |                | 26,209          |
| Fire Department       | 20,000          |                | 20,000          |
| Community Development | 70,000          |                | 70,000          |
| Admin Department      | 0               | 50,000         | 50,000          |
| Total Expenditures    | 116,209         | 50,000         | 166,209         |

PASSED by the City Commission of the City of Warrenton this \_\_\_\_ day of \_\_\_\_\_, 2021

APPROVED by the Mayor of the City of Warrenton this \_\_\_\_ day of \_\_\_\_\_, 2021

This resolution is effective on June 8, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Recorder



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Linda Engbretson, City Manager  
 DATE: June 8, 2021  
 SUBJ: General Unit Collective Bargaining Agreement – AFSCME Local 2746-5, Council 75

### SUMMARY

The City and AFSCME Local 2746-5, Council 75, City of Warrenton General Bargaining Unit have reached a tentative collective bargaining agreement for the period July 1, 2021 – June 30, 2024. A copy is attached (we are still working on minor language corrections). The General Unit has voted to ratify the agreement.

The following is a summary of what I consider to be the significant changes:

The City bargained a 2.5% Cost of Living Adjustment over the next three years each July 1. The deductible for the City's medical plan increased, and the City has agreed to continue contributing the full amount of the deductible to a Health Savings Plan; however, this agreement includes the city making the contribution monthly, rather than lump sums on January 1 and July 1. Utility 1 hired after July 1, 2021 will not automatically advance to Utility II in the same manner as previous hires (certain requirements to be met). Employees currently at a Range 15 will increase to Range 16 – this includes most clerical positions in the City.

I felt the process was professional, amenable, and collaborative, and I appreciated the employee's concerns and requests.

### RECOMMENDATION/SUGGESTED MOTION

"I move to adopt the Collective Bargaining Agreement between the City of Warrenton and Local 2746-5 and Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, upon execution to June 30, 2024.

### ALTERNATIVE

None recommended.

### FISCAL IMPACT

Considerations within the agreement were included in the City's proposed FY 2021-22 budget.

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE CITY OF WARRENTON**

**&**

**LOCAL 2746-5 AND COUNCIL 75 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**Upon Execution to June 30, 2024**

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## PREAMBLE

This Agreement ("Agreement") is entered into by the CITY OF WARRENTON, hereinafter referred to as the "City," or the "Employer," and Local 2746-5 and COUNCIL 75 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, hereinafter collectively referred to as the "Union."

The parties agree as follows:

### ARTICLE 1 – BARGAINING UNIT AND RECOGNITION

The bargaining unit shall consist of all regular full-time employees and regular part-time employees budgeted point forty-six (.46) FTE (nine hundred sixty (960) hours) or more per year in the City, excluding supervisory and confidential employees, police officers and casual or temporary employees who work less than nine hundred and sixty (960) hours in a calendar year.

When the City creates a new job classification, or substantially revises an existing bargaining unit job classification, the City will provide the new job description and proposed wage scale to the Union. The Union will have fourteen (14) calendar days to request bargaining the wage of a new position, as provided by ORS 243.698.

### ARTICLE 2 – NONDISCRIMINATION, UNION MEMBERSHIP AND CHECK OFF

#### 2.1 Nondiscrimination

The City and the Union shall not discriminate against any employees or applicant for employment based upon such person's age, race, religion, color, sex, national origin, sexual orientation or gender identity, mental or physical disability, veteran status, marital status or political affiliation or other protected status in accordance with applicable law.

#### 2.2 Check-Off

The City agrees to deduct the Union membership dues and payments in lieu of dues once each month from employees covered by this bargaining ~~a~~Agreement. The amount to be deducted shall be certified to the City by the Union, and the aggregate deductions of all employees shall be remitted to the Union. The City will include a list of information including: a list of current bargaining unit members inclusive of wage, classification and step, department, address, and phone number, a list of newly hired employees, separated employees and retired employees in the bargaining unit with date of separation. The City will make best efforts to provide the list electronically in a searchable format. Remitted dues and the listed information will be provided to the Union by the tenth day of the succeeding month after such deductions are made. The

City shall not be liable for any error. Employees are responsible for providing current address and phone number.

The Union will indemnify, defend and hold the City harmless from all suits, actions, proceedings, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article.

### 2.3 Dues deductions

Employees may elect to pay voluntary payroll deductions for charitable organizations or other Union deductions. Employees must provide a written authorization for additional payroll deductions.

### 2.5 Union Orientation

Within fourteen (14) days of employment, the Employer will provide the Union a minimum of thirty (30) minutes, but no more than one hundred twenty (120) minutes, to make a presentation to new employees at a time and place mutually agreeable to the parties. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Union's presentation. The Union orientation will identify the Union's status, organizational benefits, facilities, related information and the distribution and collection of membership applications. The Union will also provide a copy of the current collective bargaining agreement and provide a brief overview of its terms. This time is not to be used for discussion of labor/management disputes.

## ARTICLE 3 – MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed.
- B. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies.

- C. To determine the need for a reduction or an increase in the work force.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment, and determine compliance with statutory laws and regulation;
- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

Except as provided by ORS 243.650, utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion and not subject to negotiation or the grievance procedure.

#### ARTICLE 4 – WORK-WEEK

##### 4.1 Work-Week

The normal workweek is between 12:01 Monday to Midnight the following Sunday.

- A. City Hall. The work schedule for City Hall employees consists of five (5) eight (8) hour days (Monday-Friday 8:00 am to 5:00 pm) with a one (1) hour uninterrupted unpaid lunch period.
- B. Public Works Department. The work schedule of Public Works Department employees shall consist of five (5) consecutive eight (8) hour days. For employees hired prior to July 1, 2017, the schedule is Monday-Friday, 7:00 am to 3:30 pm with a one-half (1/2) hour uninterrupted, unpaid lunch period. The parties may also reach mutual written agreement for a different schedule, including an individual temporary flexible schedule. For employees hired after execution of this Agreement, the regular eight (8) hour schedule will be between the hours of 7:00 am and 5:00 pm as determined by the City. *(bargaining note: For newer employees, the schedule would still be a regular eight (8) hour consecutive day with possibly different start or end times depending on operations)*

Sanitation Services employees may have an earlier start time.

- C. Marina: At the discretion of the City, hours of operation and shift schedules may vary based on operational need and seasonal workload.



#### 4.2 Work Schedules

Employees will be assigned a schedule of five (5) consecutive eight (8) hour work-days, with a break for unpaid meal periods. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times, unless otherwise mutually agreed by the City and employee for a limited period. Starting times may be staggered for individual employees or groups of employees, provided employees have a minimum of fifteen (15) minutes off between regular work shifts.

#### 4.3 Rest Periods

All employees will have a fifteen (15) minute paid rest period for every segment of four (4) hours (or major part of four (4) hours) worked in one (1) work period. This time is part of the eight (8) hour shift and must be taken approximately midway in the segment of work.

#### 4.4 Meal Periods

- A. Employees working in City Hall receive a one (1) hour uninterrupted unpaid lunch period to be taken at the direction of the supervisor or approximate mid period of the work-day. The lunch period begins when relieved by a supervisor or at the mid-point of the shift and work re-commences one (1) hour later, unless otherwise allowed by the supervisor.
- B. Employees working for Public Works and Marina receive a one-half (1/2) hour uninterrupted, unpaid lunch period to be taken at the direction of the supervisor or approximate mid period of the work-day. The lunch period begins when relieved by a supervisor or at the mid-point of the shift and work re-commences thirty (30) minutes later, unless otherwise allowed by the supervisor.
- C. Unpaid meal periods of not less than thirty (30) minutes must be taken by employees who work shifts of six (6) hours or more.
- D. "Uninterrupted" does not mean supervisors cannot be in the break area nor does it mean that employees will be free from noise or other distractions.

#### 4.5 Clean-up Time

Employees shall be granted reasonable cleanup time as needed prior to the end of each work shift. The City shall provide the required facilities for employees' cleanup times and shall arrange work schedules so that employees may utilize cleanup time. Clean-up time includes cleaning facilities and equipment and other clean up assignments.

4.6 Educational Job Training

- A. Whenever the City requires an employee to attend a school, seminar or workshop to improve work skills, the employee shall be paid for all wages earned under this contractAgreement.
- B. When the City allows an employee to attend such training during scheduled work hours, but does not require it, attendance for any hours over eight (8) per day or forty (40) per week shall be voluntary by the employee and not subject to pay at overtime rates.

ARTICLE 5 – HOLIDAYS

5.1 Holidays

The following days shall be recognized and observed as paid holidays:

|                               |                        |
|-------------------------------|------------------------|
| New Year’s Day                | Veterans’ Day          |
| Martin Luther King’s Birthday | Thanksgiving Day       |
| Presidents’ Day               | Day after Thanksgiving |
| Memorial Day                  | Christmas Day          |
| Independence Day              | Christmas Eve          |
| Labor Day                     | “One Personal Day”     |

Any day on which City Hall is closed to recognize or observe as a holiday, and is not specifically outlined above, shall, upon agreement of the parties, in future years become recognized and observed as a paid holiday under this Agreement. “One Personal Day” – requests for this day is the same process as for vacation requests. Personal day (eight (8) hours) must be used in a one (1)-day increment and in the fiscal year or is forfeited. The personal day has no value upon separation of employment.

5.2 Holiday Pay

Eligible employees shall receive one (1) day’s pay (eight (8) hours) for each of the holidays listed above on which they perform no work. Part-time employees are prorated based on budgeted FTE.

5.3 Weekend Holidays

Whenever one of the above holidays falls on Saturday or Sunday, the preceding Friday, or succeeding Monday, respectfully, shall be observed as the holiday.

#### 5.4 Holiday During Leaves

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

#### 5.5 Holiday Work

If an employee works on any of the above holidays, the employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1½).

### ARTICLE 6 – SICK LEAVE

#### 6.1 Rate

All regular full-time employees shall be entitled to eight (8) hours of sick leave with pay for each calendar month of City service with limited accrual rate of one thousand two hundred sixty (1260) hours. Part-time employees are prorated based on budgeted FTE and earn a minimum of one (1) hour for every thirty (30) hours worked not to exceed the prorated value provided herein.

#### 6.2 Sick Leave

Sick leave use will be allowed for eligible employees for any absence due to:

- A. Personal injury or illness.
- B. Temporary disability which keeps the employee from performing their regular duties.
- C. Personal medical and dental appointments.
- D. Bona fide illness of an immediate family member such as spouse, children or other relative living in the employee's household where it is mandatory that the ill person requires an attendant, or accompaniment to a medical appointment or as permitted by applicable law.
- E. Pregnancy and parental leave due to the birth or adoption of a child by the employee.
- F. Any other reason required by Oregon law.

#### 6.3 Conditions

Payment of sick leave benefits is conditioned upon the employee notifying a ~~Department supervisor~~ Head, or in their absence the City Manager's office, of their illness within the first fifteen (15) minutes of the work shift, unless emergency precludes such notification. Failure to

give required notice shall result in the loss of leave benefits for such absence(s), unless otherwise provided by applicable law.

#### 6.4 Certification of Illness

The employee may be required to provide certification of illness or a written release to return to work from a qualified health care provider whenever the employee has taken more than three (3) consecutive days of sick leave or by the request of the ~~d~~Department ~~H~~Head or City Manager.

#### 6.5 Unused Sick Leave

Except as herein provided, employees shall not be paid for any unused sick leave benefits upon termination of employment.

#### 6.6 Sick Leave Pay

Sick leave benefits shall be paid at the employee's regular rate of pay at the time the benefits are used. Sick leave pay shall be the amount the regular employee would have earned had such employee worked their regularly scheduled workday.

#### 6.7 Donation of Sick Leave

The City will allow employees to donate surplus sick leave time to other employees on an individual need basis, with approval by the City Manager, and only for the most serious cases of extended illness or injury, subject to IRS regulation. Employees receiving donated leave must have exhausted all other accrued leaves. Leave is considered donated on an as needed basis by the recipient and is considered forfeited upon donation.

#### 6.8 Flex

Employees may flex up to two (2) hours within the work-week at the beginning or end of the workday, with the supervisor's approval for doctor, dental or optical appointments. Employees on a flex schedule do not receive daily overtime.

### ARTICLE 7 – COMPASSIONATE LEAVE

#### 7.1 Death in the Family

In the event of a death in the employee's immediate family, including spouse, children, relative living in the employee's household, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step children or member of immediate household, parents, grandparents and

grandchildren, an employee shall be granted leave of absence with pay, not to exceed five (5) working days (forty (40) hours for a full-time employee). Part-time employees receive a prorated benefit based on budgeted FTE.

If applicable, the use of five (5) days leave provided in this section will count as use of OFLA leave. Employees must use accrued paid leaves prior to leave without pay.

7.2 Funerals

When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony for anyone other than immediate family, the employee will be granted time off to perform such duty, but time not worked shall be taken from accrued vacation.

**ARTICLE 8 – VACATIONS**

8.1 Amount of Vacation and Eligibility Requirements

Employees shall accrue vacation leave in accordance with the following schedule, based upon their length of continuous service as full-time employees of the City:

|                                                 | Days    | Monthly Hours | Yearly Hours |
|-------------------------------------------------|---------|---------------|--------------|
| 0 through the 35th Month                        | 10 days | 6.67 hours    | 80 hours     |
| 36th Month through the 71st Month               | 12 days | 8 hours       | 96 hours     |
| 72nd Month through the 119th Month              | 15 days | 10 hours      | 120 hours    |
| 120th Month through the 179th Month             | 18 days | 12 hours      | 144 hours    |
| 180th Month through the 239 <sup>th</sup> Month | 20 days | 13.34 hours   | 160 hours    |
| 240 Months+                                     | 25 days | 16.66 hours   | 200 hours    |

During the first nine (9) months of employment, employees shall not be eligible to use vacation benefits. Upon the successful completion of the trial period provided for in Article 17.1, the employee shall be credited six point sixty-seven (6.67) hours of vacation time for each month employed retroactive to the first month of employment.

Continuous service is service unbroken by separation from employment as a full-time employee of the City. Vacation credits shall not accrue during any unpaid leave of absence.

8.2 Vacation Scheduling

Vacation time shall not be used in periods of less than one (1) hour. Scheduling shall normally be in weekly units, but employees may request either a split or a single vacation.

Employees must request vacation at least one (1) week in advance and requests are subject to supervisor approval. Subject to operating requirements, vacation time shall be scheduled as between employees on the basis of seniority. Seniority will apply only if the conflicting requests are submitted on the same day.

### 8.3 Separation of Employment

No payment in lieu of vacation shall be made in the event of death or separation of employment of an employee during the initial trial service period of nine (9) months of continuous service. An employee shall be entitled to payment for accrued vacation leave in the event of death or termination of employment if the employee is otherwise entitled to vacation credits. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

### 8.4 Maximum Accumulation

The maximum accumulation of vacation credits shall not exceed four hundred and eighty (480) hours. An employee who has reached his or her maximum accumulation may request an immediate vacation in order to avoid loss of credits. The supervisor shall have the option of granting the vacation period requested or making payment in lieu thereof.

### 8.5 Becoming Ill on Vacation

If an employee becomes ill on vacation, they will be allowed to charge that time to their accrued sick leave and not to their accrued vacation leave. A doctor's certification of illness may be required.

## ARTICLE 9 – LEAVE WITHOUT PAY

### 9.1 Approval

Leave without pay may be granted to any regular employee by the City Manager for any period of time up to three (3) months for personal, professional or family reasons, or for time beyond the medically certified period of temporary disability following childbirth.

### 9.2 Written Requests

All leave without pay must be requested by the regular employee in writing as soon as the need for such a leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written request shall be submitted to the employee's supervisor, and referred to the City Manager with the supervisor's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions

and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

### 9.3 Failure to Return

Failure to return from any leave without pay on or before the designated date, unless approval is given by the City Manager, will be considered a voluntary resignation, and may be cause for denying reemployment with the City. Employees on leave without pay may return to work early, provided notice is given to their supervisor at least five (5) regular City workdays in advance.

### 9.4 Benefits During Leave

Holiday pay, sick leave and vacation benefits are not earned while an employee is on leave without pay. Unless approved by the City Manager, the City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, unless otherwise required by applicable law or Article 11.3.

### 9.5 Use of Earned Leave

Employees are required to use sick, vacation and holiday accrued benefits before a leave without pay is granted.

### 9.6 Use of Sick Leave

Employees who are granted leave without pay for medical or disability reasons must exhaust all accrued leaves prior to commencing leave without pay. Employees returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. The City will make efforts to provide for reasonable accommodations that do not create an undue burden on the eEmployer as applicable by law.

### 9.7 The City agrees to abide by FMLA/OFLA.

## ARTICLE 10 – WITNESS OR JURY DUTY

When a eCity employee is called for jury duty, or is subpoenaed as a witness as a result of their duties with the City, the employee shall not suffer any loss of his or her regular eCity compensation during such absence; however, the employee shall be required to transfer any compensation received for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued.



Any employee who is released from jury duty before 3:00 in the afternoon will be expected to report to work on that day.

## ARTICLE 11 – HEALTH AND WELFARE

### 11.1 Health and Welfare

The City will provide Medical, Dental and Vision insurance for the life of this Agreement. The City's obligation to contribute to premiums under this section shall be ninety percent (90%) aggregate premium of the plans described in this paragraph. Employees shall contribute ten percent (10%) of the aggregate premium through pay-roll deduction.

The City will provide full-time employees and their dependents CIS plan HDHP-4, including RX, herein referred to as "HDHP" plan, Dental-ODS Plan II, Ortho, Alternative Care Rider, and Vision VSP A.

The City will establish a Health Saving Account (HSA) for each eligible employee.

The City shall contribute to an employee's HSA an annual amount of one thousand seven hundred dollars (\$1,700) for employees on an employee only plan or three thousand four hundred dollars (\$3,400) for employees on a plan with one dependent or more elected. These contributions will be prorated and made monthly. If an employee's plan status changes during the year, the HSA contribution will adjust the following month after notification to the City for the remainder of the year. The maximum eEmployer contribution per year is either one thousand seven hundred dollars (\$1,700) for employee only or three thousand four hundred dollars (\$3,400) for employee with one (1) dependent or more elected.

The parties agree that the HSA monthly payment after July 1, 2024, exceeds the term of this CBA and is the only enforceable term beyond the term of this CBA ending on June 20, 2024, excluding any statutory status quo obligations.

1. Part-Time Employees. Part-time employees will be prorated based on budgeted FTE hours worked, except employees budgeted for point seven-five (.75) FTE or greater will have a cost share of ten percent (10%) like full-time employees above.
2. For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

Orthodontia coverage is part of the current dental plan and included with the total premium.

## 11.2 Life Insurance

The City shall provide each employee with group life insurance in the amount of thirty thousand dollars (\$30,000).

## 11.3 Workers' Compensation

- A. All City employees will be provided full coverage as required by the Oregon Workers' Compensation Act.

An employee who is eligible for workers' compensation pay, and who has sufficient sick leave accumulated, shall receive, at the employee's option, pro-rated sick leave payments equal to the difference between the workers' compensation payment and the regular net salary as provided by the salary scale, taking into consideration that workers' compensation payments are tax free. Overpayment by the City may be later deducted through payroll deduction of accrued leave banks or the employee may make payment within ninety (90) days.

- B. City Contribution For Insurance.

During the period of temporary disability, the City will continue to contribute toward the cost of health and welfare insurance, including accrual of seniority, vacation/sick leave as if the employee were working, for a period of one (1) year from date of injury, subject to carrier limitations. If the employee elects COBRA coverage, the City agrees to pay their portion of the premium and pay the COBRA administrative fee during the period set forth in this section. Employees are responsible for any premium cost shares as provided in this Agreement.

## 11.4 Loss of Continuation of Benefits

Employees may continue benefit coverage under COBRA as provided by law.

## 11.5 IRS 125 Plan

The City shall provide the employees with the IRS Plan 125 with a medical insurance premium and dependent care accounts. Participation shall be voluntary, however, employees must give notice of intent not to participate upon hire or open enrollment.

## 11.6 Insurance Committee

The parties recognize the value to monitor and evaluate health care insurance coverage and trends as a result of the many changes to insurance benefits occurring in current conditions. The parties agree to meet as a voluntary insurance committee quarterly to discuss insurance trends, plans and options. The meetings can be attended by ~~u~~Union representatives and employees, City management and executive representatives, and non-represented employees,

with one of each group serving together to direct the meetings. The meetings are non-binding and informal, intended to serve as informational and as an evaluation of the conditions. The meetings should be posted thirty (30) days in advance or as otherwise necessary. In the event the City or Union seek to adjust insurance benefits or plans as a result of these meetings, the parties will give respective notice, as under PECBA, for further inquiry for additional discussions with the Union or City or provide a request to bargain. Participation in the committee does not waive any rights under PECBA.

#### 11.7 Long-Term Disability

The City will make available and pay for a long-term disability insurance plan.

### ARTICLE 12 – COMPENSATION

#### 12.1 General

Employees shall be compensated in accordance with the following and the wage schedule attached to this Agreement and marked Exhibits “A” and “B,” which is hereby made a part of this Agreement. Payroll errors shall be corrected within thirty (30) days of notice to the City.

##### A. Salaries

Effective upon ratification or on July 1, 2021, whichever is later, City shall increase base salaries by two and a half percent (2.5%).

Effective July 1, 2022, City shall increase base salaries by two and a half percent (2.5%).

Effective July 1, 2023, City shall increase base salaries by two and a half percent (2.5%).

Steps are five percent (5%) apart.

##### B. Range Adjustments

Effective July 1, 2021, the City shall move all employees currently on Range 15 to Range 16.

##### C. Reclassification

The employee may submit in writing a complete job description and an explanation for the proposed reclassification to the City Manager. The City will review the request normally within sixty (60) calendar days of receiving the request. If the review is not completed within the sixty (60) days, the employee shall be notified of the revised date for completion. Following a determination that the duties regularly assigned to the employee are substantially inconsistent

with the current classification, the City shall either reclassify the employee or remove the additional duties.

If a position is reclassified to an existing higher classification, the employee shall be placed into the new range at the closest step that is higher than their current rate. If there is no other more appropriate existing classification, the City will develop a new classification and offer the Union the opportunity to bargain a new wage or the City may remove the additional duties.

The parties shall follow the procedure for selection of arbitration and the timelines for the process as set forth in Article 14 Settlement of Disputes Step 3.

#### 12.2 Overtime

Employees covered by this Agreement shall be compensated at time and one-half (1½) their applicable hourly rate for work under the following conditions, but in no event shall compensation be paid twice for the same hours worked. Restriction does not apply to call-back time per Article 12.5.

- A. All authorized work performed in excess of eight (8) hours on any work-day period.
- B. All authorized work performed in excess of forty (40) hours in any work-week period.
- C. All work performed before or after any scheduled work shift, not including part-time employees under forty (40) hours a week.

#### 12.3 Compensatory Time

Upon request of the employee, compensatory time at the rate of time and one-half (1½) shall be designated in lieu of pay for overtime. Compensatory time shall not accrue in excess of forty (40) hours. The employee may carry over into the next fiscal year up to twenty (20) hours, with any remainder paid in the last pay period of the ending fiscal year. Compensatory time off will be administered in accordance with the Fair Labor Standards Act ([FLSA](#)).

#### 12.4 Pay Periods

Payroll is paid semi-monthly.

#### 12.5 Callback Time

Any employee called back to work after completing the employee's regularly scheduled shift on that day shall be paid a minimum of three (3) hours pay at the overtime rate of time and one-half (1½), except each phone call (in or out going) not resulting in a call back to work shall be compensated with fifteen (15) minutes pay at the overtime rate of time and one-half (1½).

Compensation for call-backs are limited to three (3) call-outs at the three (3) hour rate, or actual overtime worked in excess of nine (9) hours in any twenty-four (24)-hour period, whichever is to the employees' advantage during an off-duty day. Parties acknowledge that by practice and interpretation of this section, the three (3)-hour callback period is for all work and calls during that period. Off-duty is defined as Saturday, Sunday and holidays. If an employee is called back again within an initial callback, the callback is included.

#### 12.6 Personal Automobile

Employees required to use personal automobiles for City business shall be reimbursed at the current IRS rate per mile.

#### 12.7 Overtime and Paid Leaves

Hours of work include all paid leaves such as vacation leave, sick leave, and holidays for the purposes of calculating the FLSA overtime threshold up to forty (40) hours. Overtime will only be paid for actual hours worked.

#### 12.8 Retirement/PERS

- A. **Tier I/II.** The City shall provide eligible employees with retirement coverage through the Public Employees Retirement System (PERS). Since July 1, 1998, the ~~e~~Employer will pay the employee's portion of PERS.

The City shall report unused sick leave to PERS upon retirement for the purpose of computing the retiree's benefit consistent with PERS rules.

- B. **OPSRP.** The city shall provide eligible employees with retirement coverage through the Oregon Public Service Retirement Plan (OPSRP). The City will pay the employee's contribution to OPSRP.

#### 12.9 Deferred Tax Plan

The City shall provide an opportunity for all employees to save a portion of their salary in a tax-deferred plan using contributions paid by the employee. The amount saved, plus all accrued interest, is not taxed until the employee receives the money.

#### 12.10 Salary Steps

On the first anniversary of a regular employee's date of hire, the employee may receive a salary step increase to the next step of their job classification salary range as shown on the appropriate salary schedule, if the employee has successfully completed their probationary

period. Thereafter on each anniversary, an employee may receive a one (1)-step salary increase provided the employee has an overall satisfactory performance evaluation.

#### 12.11 Work eOut of Classification

Employees will be assigned to working out of classification assignments in advance and in writing. If it is not possible to make the assignment in advance, a supervisor will put the assignment in writing as soon as practicable. Working out of class assignments are triggered when an employee is assigned the majority of the job duties in a higher classification for one (1) week or longer. Employees in working out of class assignment shall be paid the first step of that position or will receive a five percent (5%) differential, whichever is higher.

#### 12.12 Longevity Pay

Employees' longevity pay shall be based on base wage of the employee as follows:

- 1% after 15 years of continuous service (180 months)
- 2% after 20 years of continuous service (240 months)
- 3% after 25 years of continuous service (300 months)

Longevity steps are not cumulative

#### 12.13 On-Call Assignment and Duty

The Department HHead may establish a voluntary sign up for on-call duty. If, at the discretion of the Department Head, the voluntary system is not sufficient or due to operational need, an employee may also be assigned on-call duties. Assignments will be in writing. An employee will not be assigned to regular and reoccurring on-call duty for more than a consecutive work-week at a time.

On-call duty is the obligation that an employee be readily available to respond to off-duty work calls within a thirty (30)-minute response time. Employees on call are expected to respond to call-outs. On-call duty is not considered compensable hours worked.

Employees assigned to on-call status will receive two dollars (\$2.00) for each hour of on call assignment.

#### 12.14 Utility I to Utility II Advancement

For new hires hired before July 1, 2021, advancement from Utility Worker I to Utility Worker II will require the following experience and credentials and may advance to Utility Worker II upon successfully obtaining the following: (Placement is upon verification by the City Manager or designee without unreasonable delay)



1. Possession of a valid Oregon CDL;
2. Twenty-four (24) months continuous service with the City as Utility Worker I;
3. AND one (1) of the following certifications: Water Distribution I, Water Distribution II, Water Treatment I, Water Treatment II, Waste Water Collections I, Waste Water Collections II, Waste Water Treatment I, and Waste Water Treatment II.

The City will determine advancement for employees hired after July 1, 2021.

### ARTICLE 13 – DISCIPLINE AND DISCHARGE

#### 13.1 Discipline

Disciplinary action or measures shall include the following: written reprimand, suspension with notice in writing, demotion, or discharge. Progressive discipline will be used when appropriate. The Local President or shop steward Council Representative or designee will receive a copy of any disciplinary actions imposed. Oral warnings and counseling reduced to writing are not disciplinary and not subject to the grievance process; they can be maintained in the supervisory file and referenced for the purposes of yearly evaluation or progressive discipline, and are not placed in the personnel file.

The employees will only be disciplined for just cause. Any disciplinary action or measure imposed upon an employee may be processed only as a grievance through the regular grievance procedure. If the City has reason to discipline any employee, the City shall make reasonable efforts to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

#### 13.2 Economic Sanctions and Discharge

The City shall not impose suspension or similar economic sanction or discharge any employee covered by this Agreement without just cause. If, in any case, the City feels there is just cause for suspension or discharge, the City Manager shall notify the employee and the Union of the particular charges and of the fact that an economic sanction or discharge is being considered. Such notification shall state in detail the nature of the offense for which the employee is being considered for discharge. The City Manager shall afford the employee an informal opportunity to refute the charges orally or in writing prior to imposition of suspension or termination. The employee will have the right to Union representation.

The Union shall have the right to take up the suspension, demotion or discharge as a grievance at Step 2 of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by either party.



### 13.3 Probationary Employees

The provisions of this Article shall not apply to employees who have not completed the probationary period of employment.

## ARTICLE 14 – SETTLEMENT OF DISPUTES

### 14.1 Grievance and Arbitration Procedures

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The employees shall discuss the grievance on an informal basis with their immediate supervisor within fifteen (15) working days from the date the employee knows or should have known of the alleged violation.

Step 2. If the grievance is not resolved within the fifteen (15) working days by discussion with the supervisor, the employee or the Union shall present any grievance or dispute to the City Manager within fifteen (15) working days. The City Manager shall respond to the employee and the Union in writing within ten (10) working days. The written grievance shall contain the following information:

- A. A statement of the grievance and the facts to support it.
- B. The Article and section of the Agreement which has been breached.
- C. A description as to exactly how this Agreement was breached, setting forth who, what, when, where and why.
- D. A statement of the remedy or resolution being sought by the employee.

If the union wishes to modify the written grievance as originally filed, the amended grievance must be submitted in writing and address section (A) through (D) above or only the grievance as originally filed shall be considered by an arbitrator and the Union shall be barred from submitting the amended grievance to arbitration.

Should the City representatives fail to respond in the designated time periods outlined in this Step, the Union shall have the right to move the dispute to the next step.

Step 3. Mediation. If the grievance is still unsettled, the moving party will file for mediation within ten (10) working days after the reply of the City Manager or designee(s) is due by written notice to the other to request mediation. The parties shall mutually agree to a mediator or use the Employment Relations Board (ERB). The moving party will contact the ERB and request a mediator within thirty (30) days of the City Manager's response. Mediation will be scheduled with the mediator and must initiate within sixty (60) days of

the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least two (2) mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

Step 4. Arbitration. If the grievance is still unsettled, either party may, within ten (10) working days after the second mediation session, by written notice to the other, request arbitration. Only grievances over the application, meaning, or interpretation of a specific provision of this Agreement may be submitted to arbitration. The arbitration shall be limited to the issues raised in the written grievance filed by the employee or Union. The arbitrator's decision shall be made in writing and shall be issued to the parties as soon as practical after the case is submitted to the arbitrator.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration the parties are unable to agree upon an arbitrator, the ERB's State Conciliation Service shall be requested to submit a list of seven (7) names of arbitrators with offices in Oregon or Washington. The opportunity to strike the first name shall be determined by lot. The process shall be repeated and the remaining person shall be the arbitrator. The parties agree to set an arbitration date within twenty (20) days of selecting an arbiter. If the moving party fails to participate in setting an arbitration date within such time, the matter is dismissed. The designated arbitrator shall set a time and place for the hearing, which is agreeable to both parties. Expenses for the arbitration shall bear upon the party or parties as determined by the arbiter. Each party, however, shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

Time limits may be extended by written mutual agreement. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

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## ARTICLE 15 – SENIORITY LAYOFF

### 15.1 ~~Definition~~Seniority

For the purpose of this Agreement, seniority will be defined as a full-time permanent employee's, as defined by City Personnel Policy 1.9.21 (2-16-96), length of continuous service as an employee with the City from their last date of hire less any adjustments due to leaves of absence without pay for more than sixty (60) days.

### 15.2 Break in Service

If an employee has a break in service due to layoffs and is recalled, the employee will suffer no break in service for seniority purposes, nor will an employee who is off on workers' compensation and returns to employment with the City.

### 15.3 Temporary Employees

Bargaining unit employees will not be laid off if the City is using temporary employees to do their work. Temporary employees will not be utilized to do the bargaining unit work of an employee on the layoff list.

### 15.4 ~~Definition~~Layoffs

A layoff is defined as separation from the City due to the elimination of a position due to budgetary or reorganization and ~~are-is~~ at the discretion of the City. Layoffs are by classification. An employee and the Union will be given written notice of a layoff at least thirty (30) calendar days before the effective day, stating the reasons for the layoff and options the employee has. The employee will have five (5) working days from the receipt of the layoff letter to notify the City of the employee's option.

Employee will have the following options:

- A. Accept the layoff.
- B. Request assignment to a vacant position within the City for which they possess the necessary qualifications.
- C. Displace the employee with the lowest seniority in the same classification in the City if the employee is qualified for that position.
- D. Displace the employee with the lowest seniority in the City in another classification in which the employee has prior service.

The qualification of an employee to bump will depend on that employee's current possession of required certifications and the knowledge, skill and ability to perform the job at an acceptable level of performance with thirty (30) days on-the-job orientation as determined by the Department Head and the City Manager. If the employee fails orientation, the employee will be laid off.

If an employee elects to not displace another employee or fill a vacant position as provided under this section, the City may pay the employee the value of the remaining working days within the thirty (30)-day notice and end employment.

Displaced employees will be allowed to select options (A) through (D) above.

#### 15.5 Payment of Lower Classification

Employees who displace an employee in a lower pay scale will be paid the salary of the displaced employee.

#### 15.6 Ties in Seniority

Ties in seniority will be broken by lot.

#### 15.7 Recall

Employees who are laid off will be placed on a layoff list by classification from which the employee is laid off. Employees will be recalled to available vacancies from which they were laid off in seniority order beginning with the employee with the highest seniority. If the position is not filled in that manner, it will be offered in seniority order to other employees on layoff list provided the employee is qualified to perform those duties.

If an employee is offered a position from the layoff list, the employee will have the right of refusal.

An employee's name will remain on the layoff list for twenty-four (24) months.

#### 15.8 Seniority

When the City makes personnel assignments for holiday work, promotions, shifts, or vacancies, seniority along with ability, qualifications will be the criteria considered. When management determines that ability and qualifications are equal to perform the job, seniority will be the determining factor in making the above assignments.

#### 15.9 Qualifications and Seniority

Provided that the qualifications and abilities of affected employees are reasonably equal, and that the needs of the City can be adequately fulfilled, employees with seniority shall be given preference in filling new positions, promotions and filling vacancies, subject to applicable law- (e.g. veteran's preference).

#### 15.10 Posting

City shall post all bargaining unit vacancies for at least five (5) working days. Bargaining unit employees are eligible to apply for such vacancies, with the City giving first consideration to City employees prior to advertising the position to the general public.

### ARTICLE 16 – STRIKES AND LOCKOUTS

There shall be no lockouts on the part of the eEmployer, nor suspension of work on the part of the employees.

### ARTICLE 17 – GENERAL PROVISIONS

#### 17.1 Trial Service

- A. Upon hiring, employees shall serve a probationary period of nine (9) months. Employees on trial service do not have grievance rights for any disciplinary action imposed by the City including termination.
- B. Upon promotion, employees shall serve a promotional probationary period of three (3) months,\* and the employee's new anniversary date will be the date of promotion. In the event the City determines an employee's performance on probation is deficient, the City may extend the probationary period an additional three (3) months. If the City elects to extend the probationary period, the City shall notify the Union prior to the extension of the probationary period, provide the employee with a written performance evaluation, identify deficiencies noted, and suggest corrective action. A promoted employee will receive the next higher wage in the new classification than their current wage up to top step. \*If an employee is promoted from being a new hire under initial probation, the initial probationary period for the first position is continued and the promotional probationary period run concurrent.
  1. If an employee is unable to do the duties of the new position or wishes to be returned to the employee's previous position within the probationary period, they shall be able to do so without penalty of any kind.

## 17.2 Bulletin Boards

The City agrees to furnish and maintain a suitable bulletin board space to be used by the Union. The Union shall use such board to post notices and bulletins concerning routine Union matters.

## 17.3 Uniforms and Protective Clothing

The City will provide uniforms and protective equipment as directed by the Department Head. If steel-toed boots are required to be worn by an employee, the City will provide in the same manner as other protective clothing.

The City will follow all applicable tax laws for clothing provided to employees.

## 17.4 Visits by Union Representatives

The City agrees that accredited representatives of the Union, whether Local Union representatives, District Council, or International Union shall have reasonable access to the premises of the City to conduct Union business. Such visits shall not interfere with the normal operation of the department.

## 17.5 Health and Safety

Federal and state safety regulations shall be strictly observed by the City, the Union, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the City. Violations of this paragraph shall be reported to the proper governmental agency and not processed as grievances. It is understood and agreed that employees who are disciplined for safety violations shall have the right to grieve the discipline.

If an employee has safety concerns regarding equipment or assigned tasks, the employee is encouraged to take such concerns to their supervisor. If the employee is not satisfied with the supervisor's response, the employee may also present the concern to the City's safety committee for evaluation and recommendation.

In addition to above, an employee also may report the issue anonymously to the Department Head or take the concern to the City Manager.

**Commented [YH1]:** I added this but I don't know if you consider this a substantive change. This provision is new from this year's bargaining. Just let me know if it should stay or be removed.

## 17.6 Personnel Records

- A. The City will maintain only one (1) official personnel file. Employees may inspect the contents of their personnel file, excluding confidential reports received from reference sources. A separate file shall be maintained by the City for grievances.

- B. Disciplinary notices and other documents critical of an employee's performance or conduct will not be placed in that employee's personnel file until after the employee has had an opportunity to review, initial and date such document(s). If an employee believes the information contained in a document to be placed in their personnel file is incorrect, the employee may submit a written, dated explanation within ten (10) days of receipt of document.
- C. The City shall remove from the employees' personnel files any written reprimands which are over thirty (30) months old, provided that the employee has received no additional discipline during that period.

#### 17.7 Travel Expenses

- A. Travel requests, for any purpose, must be approved by the employee's supervisor and the City Manager in advance of the travel. Travel shall be by the least expensive mode as feasible. For overnight travel, refer to City Policy. Travel while a passenger outside of regularly scheduled work hours is not compensable, consistent with applicable law.
- B. Vehicle travel should be as follows:
  - 1. If a City car is available, it should be used. A gas credit card is available from the cashier.
  - 2. If a City car is not available, the employee may use his or her own car. Reimbursement will be equal to the Internal Revenue Service allowance for mileage.
  - 3. Reimbursements for lodging and subsistence shall be paid only if the amounts are not included in the conference or meeting package.
- C. Meals. Meals will be compensated consistent with City Policy or GSA per diem. Meals provided by the attended function are not reimbursable.

#### 17.8 Personal Equipment

If required for their job duties, Public Works and Marina personnel will have rain gear and hat, gloves, coveralls, hard hat, hip boots and short boots supplied by the City. Replacement of these items is authorized, as needed, when they become unserviceable due to wear and tear. All City issued gear is to be used only while on a City job. The Department ~~Director-Head~~ shall determine the brand of item to be supplied.



#### 17.8.1 Public Facing Positions

The City shall supply personnel required to go onto private property or in public while performing City business with a minimum of three (3) shirts and two (2) sweatshirts with the City logo on it. Replacement of these items is authorized, as needed, when they become unserviceable due to wear and tear. The City shall determine which positions qualify as "public facing."

The City will follow all applicable tax laws for clothing provided to employees.

#### 17.9 Inclement Weather Policy

Employees are expected to report to work in any weather condition. If due to power outages, severe weather conditions, or for any other weather-related reason, the employee is unable to get to work, the employee will not be paid for the time missed. The employee may use accrued vacation time in such situation only if the employee calls their supervisor and reports that they are unable to get to work due to adverse weather conditions.

#### 17.10 Right to Receive New Hire Information

The Employer shall provide the Union with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit if in the City's records: a. The employee's name, unique identifier, and date of hire; b. Contact information including: cellular, home and work telephone numbers; personal and work electronic mail addresses; and home or personal mailing address; and employment information including the employee's job title, salary, work schedule/shift and worksite location.

#### 17.11 Joint Labor Management Committee

To improve communications and further each party's commitment to solving problems and improve relations, the parties agree to create a joint labor/management committee.

The committee will consist of two (2) delegates appointed by the Union and two (2) delegates appointed by the City. The Committee members who serve shall be permitted to do so without loss of pay or leave credits, nor shall it be considered as overtime worked. The committee shall meet as mutually agreed and have no authority to alter the terms of the Agreement.

### ARTICLE 18 – PART-TIME/TEMPORARY EMPLOYEES

Notwithstanding any other provisions of this Agreement, regular part-time employees who are members of the bargaining unit shall obtain the benefits described in this Article and may use them in the same manner as full-time employees.

Temporary employees, as defined in Article 1, Recognition, shall not be eligible for benefits except for PERS in accordance with rules adopted by PERS. Temporary employees who are promoted to a regular part or full-time position shall be credited time served towards the time required to utilize vacation.

Part-time employees:

- A. Probationary Period. A part-time employee shall work a probationary period of nine (9) months.
- B. Calculation. The prorating of vacation, sick leave, bereavement leave and holidays is based on a percentage of budgeted FTE hours. (ie: point five (.5) FTE is fifty percent (50%), point seven-five (.75) FTE is seventy-five percent (75%) benefit provided)
- C. Life Insurance. A part-time employee shall be provided with a term life insurance policy of thirty thousand dollars (\$30,000).
- D. Health Insurance. Part-time employees budgeted at less than point seven-five (.75) FTE under the bargaining aAgreement are subject to prorated benefits on FTE to the nearest hundredth, subject to carrier regulations.

#### ARTICLE 19 – FUNDING

The parties recognize that revenue needed to fund the compensation provided by the Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens.

In the event of the failure of the City budget to receive voter approval, the City and the Union agree to discuss the economic provisions of this Agreement. The purpose would be to consider reductions and procedures for effecting them. The City retains its rights to make final determinations on all levels of service, consistent with the provisions of this Agreement.

#### ARTICLE 20 – SAVINGS CLAUSE

Should any Article, section or portion thereof in this Agreement be in violation of rule or law or be held unlawful, invalid or unenforceable by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or by the inability of the eEmployer of the employees to perform to the terms of the Agreement, such decision of said court shall apply only to the specific Article, section or portion thereof, directly specified in said decision. Upon the issuance of such decision, the parties agree to negotiate immediately a substitute, if possible, for the invalidated Article, section or portion thereof under the provisions of ORS 243.702.

**ARTICLE 21 – TERM OF AGREEMENT AND TERMINATION**

This Agreement shall be effective July 1, 2021 through June 30, 2024.

This Agreement shall open for negotiations no later than March 1, 2024.

This agreement is signed on this \_\_\_\_ day of May 2021 by AFSCME council 75, AFSCME Local 2746-5, and the City of Warrenton.

For the City

For the Union

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

\_\_\_\_\_  
Emily Wiant, AFSCME  
Date:

\_\_\_\_\_  
Linda Engbretson, City Manager  
Date:

## Exhibit A - Positions/Salary Ranges

Job Classifications effective July 1, 2021:

| Position                          | Range |
|-----------------------------------|-------|
| General Clerk                     | 11    |
| Youth Services Aide               | 11    |
| Library Assistant                 | 11    |
| Administrative Assistant          | 13    |
| Marina Accounting Clerk           | 16    |
| Cashier/Accounting Clerk          | 16    |
| Permit Technician                 | 16    |
| Utility Account Clerk             | 16    |
| Public Works Assistant            | 16    |
| Deputy City Recorder              | 16    |
| Accounting Clerk                  | 16    |
| Park Maintainer                   | 16    |
| Marina Maintainer                 | 17    |
| Utility Worker I                  | 17    |
| Planning Tech                     | 17    |
| Public Works Secretary/Clerk      | 17    |
| Refuse Worker I                   | 17    |
| Accounting Technician             | 18    |
| Utility Worker II                 | 19    |
| Refuse Collector II               | 19    |
| Planner I                         | 19    |
| Public Works Analyst              | 20    |
| Water Quality Tech                | 22    |
| Water Treatment Facility Operator | 21    |
| Waste Water Treatment Plant Op    | 21    |
| Public Works Foreman              | 22    |
| GIS Technician II                 | 22    |
| Residential Building Inspector    | 22    |
| Building Official/Inspector       | 25    |
| Engineering Technician            | 25    |

MEMORANDUM OF UNDERSTANDING

Between  
City of Warrenton  
and  
AFSCME LOCAL 2746-5

Administrative Assistant  
Flexible Schedule

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the CITY OF WARRENTON and AFSCME LOCAL 2746-5:

WHEREAS, the parties hereto desire by this memorandum of understanding to memorialize in writing the agreement regarding Dawne Shaw, "employee" as the Administrative Assistant employee. This position is budgeted for a 40 hr. work week.

WHEREAS, due to operational needs, including the nature of the workload, election coverage, and attendance at City Commission evening meetings, the City would like to assign a flexible schedule to the position of Administrative Assistant. The employee is willing and able to work a flexible schedule as a benefit to the employee also.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. The parties acknowledge and agree that employee may be assigned a flexible schedule, and not be constrained to the normal 8-5 work-day, as under Article 4.1.
2. Such schedule will be determined by the City Manager or City Recorder. The employee will be given reasonable advance notice of schedule changes.
3. The parties agree that the intent of this agreement is to generally provide a regular and reoccurring schedule with flexibility in scheduling as necessary.
4. Except as specifically provided in this memorandum of understanding, all other Terms and conditions of the collective bargaining agreement shall remain in full force and effect. This agreement is non-precedent setting.

FOR THE UNION:

*Kenj Allman* 10/6/14  
AFSCME Representative Date

*D Shaw* 10/2/14  
Dawne Shaw Date

FOR THE CITY:

*Brent Lutz* 10/6/14  
City Manager Date





2019

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Economic Impacts of  
Travel and Tourism in

**ASTORIA  
AND  
WARRENTON**

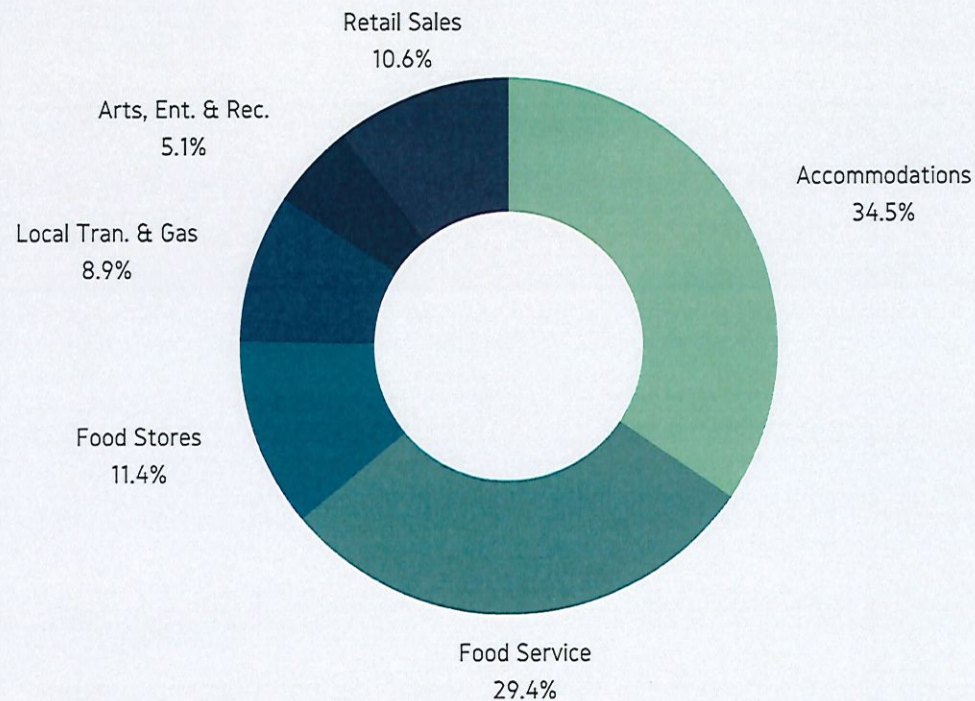
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# 2019 TRAVEL SPENDING

THOUSANDS OF PEOPLE TRAVEL TO AND WITHIN ASTORIA AND WARRENTON EACH YEAR. VISITORS WHO STAY IN PAID LODGING SPEND ROUGHLY 1.5 TIMES MORE ON A TRIP THAN THOSE WHO DON'T.

Direct impacts of travel spending by sector in 2019.



**IMPACT (millions)**  
In 2019, \$115.8 in travel spending resulted in a \$177.7 economic impact to the local economy (direct, indirect, and induced.)

493,000  
OVERNIGHT  
PERSON TRIPS

\$76 PER DAY  
AVERAGE SPEND  
BY  
OVERNIGHT VISITOR

2.5 DAYS  
AVERAGE LENGTH  
OF STAY BY  
OVERNIGHT VISITOR

51% OF OVERNIGHT  
VISITORS STAY WITH  
FAMILY, FRIENDS OR  
IN 2ND HOMES

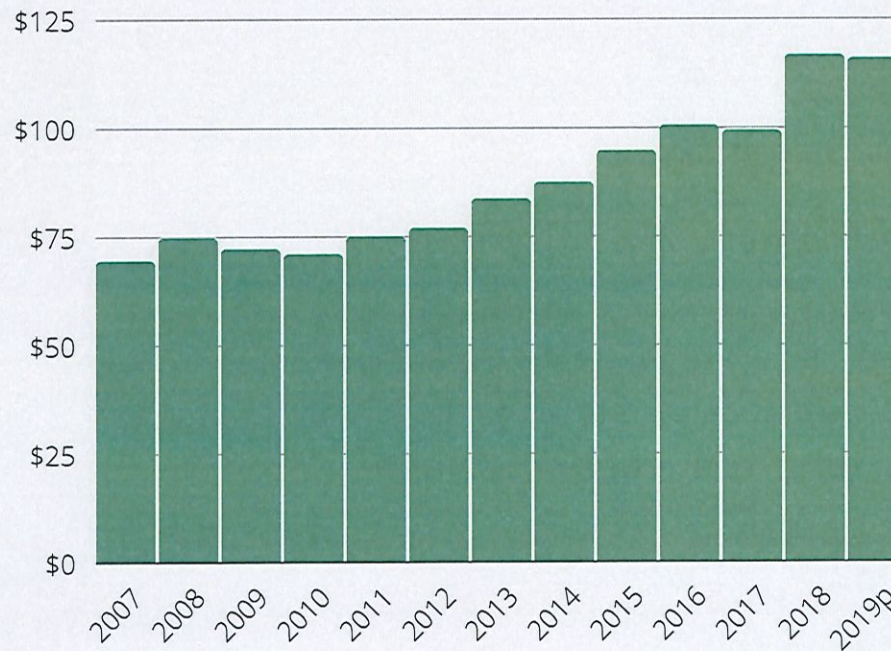


# TRAVEL SPENDING 2007 TO 2019

**VISITOR SPENDING AT OUR DESTINATION BRINGS NEW MONEY INTO COMMUNITIES, SPURRING JOB CREATION AND ECONOMIC DEVELOPMENT.**

TRAVEL SPENDING IN 2019 BY REGION -  
 ASTORIA & WARRENTON: \$115.8 MILLION  
 CLATSOP COUNTY: \$601.3 MILLION  
 OREGON STATE: \$12.8 BILLION

Direct Travel Spending in Astoria & Warrenton (\$Millions)



## IMPACT

Lodging sales have trended positively since 2007.

The second quarter has rapidly grown in magnitude over the last 13 years surpassing the fourth quarter in 2016.

There is room for growth, especially in first quarter.

**4.3% ANNUAL AVERAGE INCREASE OVER THE PAST 13 YEARS**

**19% OF ALL CLATSOP COUNTY TRAVEL IMPACTS OCCUR HERE**

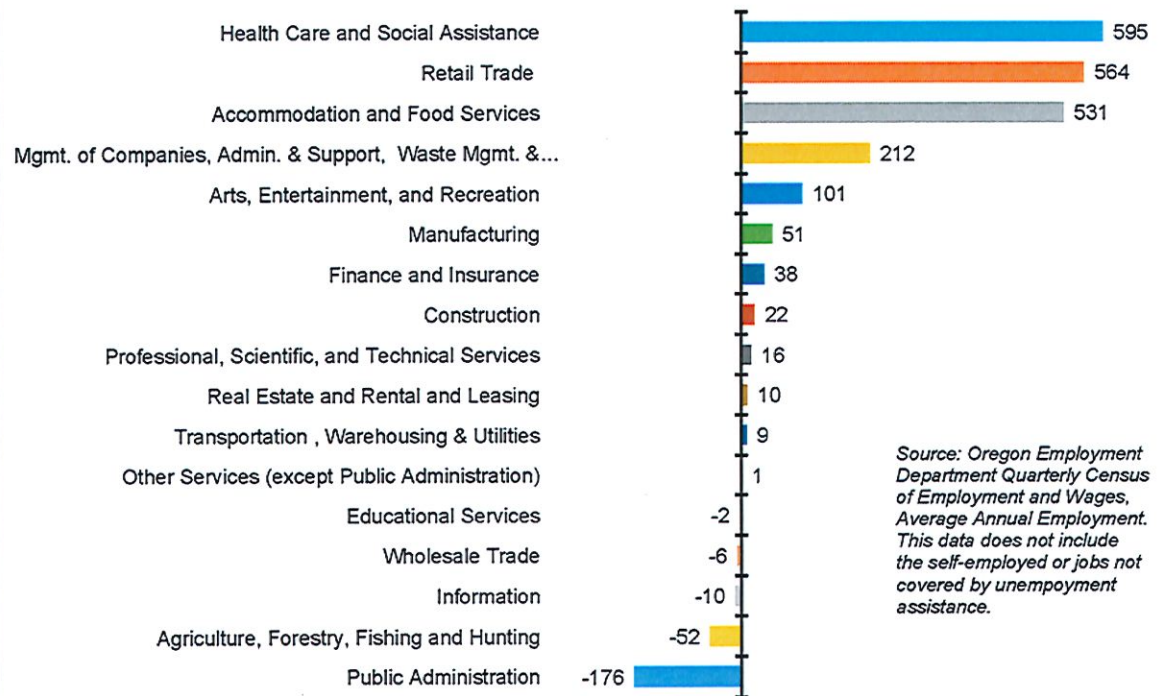
**PERCENTAGE OF LODGING SALES IN 2019 BY QUARTER**  
 Q1 14% Q2 23% Q3 43% Q4 20%



# TOURISM ENCOURAGES GROWTH

TRAVEL AND TOURISM IS A CRITICAL COMPONENT OF ASTORIA AND WARRENTON'S ECONOMY AND AN ECONOMIC DEVELOPMENT DRIVER. THE ECONOMY OF ASTORIA AND WARRENTON IS RELATIVELY DIVERSE FOR A NON MAJOR-URBAN REGIONAL AREA.

**Employment Change for the Astoria-Warrenton Area by Industry 2007 to 2019**



*Source: Oregon Employment Department Quarterly Census of Employment and Wages, Average Annual Employment. This data does not include the self-employed or jobs not covered by unemployment assistance.*

**ASTORIA & WARRENTON COMBINED AVERAGE ANUAL EMPLOYMENT**  
 2007: 8,199      2019: 10,103

**1,695 JOBS CREATED BY TRAVEL**

**TRAVEL-GENERATED EMPLOYMENT REPRESENTS 16% OF ALL EMPLOYMENT**

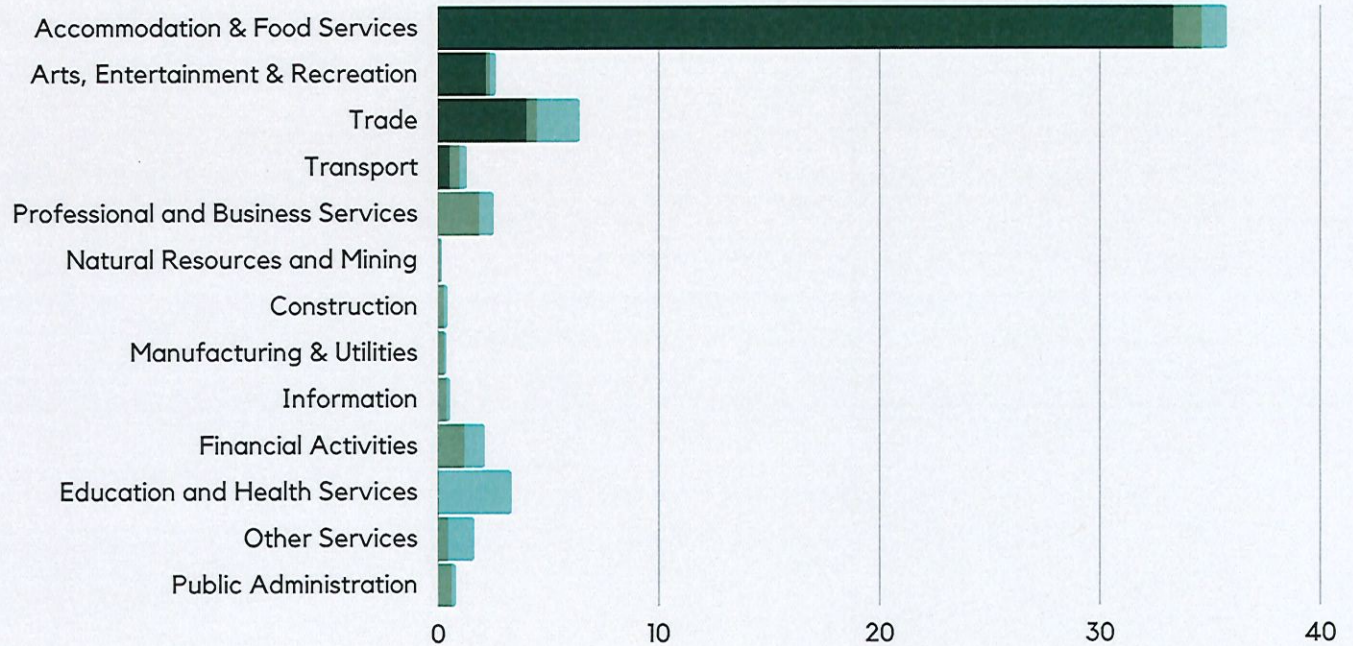


# TRAVEL & TOURISM PROVIDES JOBS

**AVERAGE WAGES IN DIRECT IMPACT INDUSTRIES HAVE INCREASED BY 19% SINCE 2007. THE AVERAGE WAGE IN THESE INDUSTRIES IS \$33,000 COMPARED TO \$39,000 ACROSS ALL INDUSTRIES.**

Earnings Generated by Travel Spending in 2019 (\$Millions)

**DIRECT** **INDIRECT** **INDUCED**



## TRAVEL & TOURISM DIRECT IMPACT INDUSTRIES

Accommodation & Food Services  
Arts, Entertainment & Recreation  
Retail Trade; and Transportation

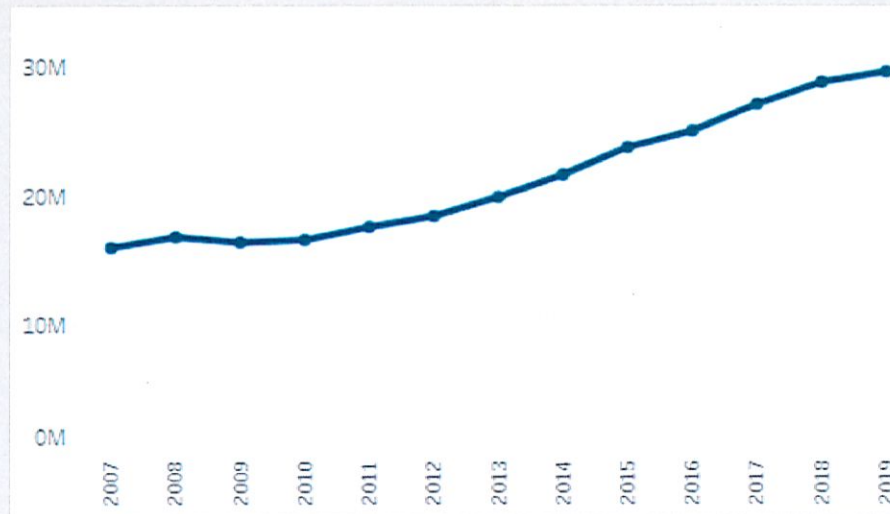
**\$39.8 MILLION IN DIRECT TRAVEL GENERATED EARNINGS**  
**\$57 MILLION IN TOTAL TRAVEL GENERATED EARNINGS**



# TRAVEL SUPPORTS LOCAL GOVERNMENT

TRAVELER SPENDING CONTRIBUTES SIGNIFICANT TAX REVENUE TO BOTH STATE AND LOCAL GOVERNMENTS. TAXES GENERATED BY TRAVEL SUPPORT PUBLIC SECTOR JOBS LIKE FIRE FIGHTERS, POLICE OFFICERS OR TEACHERS.

Tax Receipts Generated by Travel Spending (Clatsop County)



**IMPACT**  
**\$3.99 million** in local taxes and an additional **\$3.43 million** in state taxes is the equivalent of **\$1,154** per household in Astoria and Warrenton.

**\$7.4 MILLION** STATE AND LOCAL TAXES GENERATED BY TRAVEL IN ASTORIA & WARRENTON

**FOR CLATSOP COUNTY:**

**60.9% SHARE OF STATE REVENUE IN FY2019**

**39.1% SHARE OF LOCAL REVENUE IN FY2019**





# TOURISM AND ECONOMIC DEVELOPMENT

**TOURISM AS AN ECONOMIC DEVELOPMENT STRATEGY CAN RESULT IN SIGNIFICANT ECONOMIC RETURNS, WHILE ALSO PROVIDING AMENITIES THAT IMPROVE BOTH TRAVEL EXPERIENCES AND QUALITY OF LIFE FOR RESIDENTS.**

Both visitors and residents enjoy tourism-oriented developments like parks, trails, and historic sites, as well as restaurants, events, galleries & boutique shops.

**TOURISM CAN CONTRIBUTE MANY BENEFITS BEYOND ECONOMIC IMPACTS:**

- more attractive communities
- sense of pride among residents
- assists with crisis management
- community branding important to attract investment

**IMPACT**

In 2019, visitors put \$7,350 per resident back into our economy through direct travel spending.



**ECONOMIC DEVELOPMENT STARTS WITH A VISIT**

The majority of employed Americans (76%) agree that visiting a community is essential when assessing new job opportunities. First-hand experience was instrumental in forming impressions that influence relocation decisions.





# LOWER COLUMBIA TOURISM COMMITTEE

## **TOURISM INVESTMENT**

The Lower Columbia Tourism Committee is funded through a portion of the transient lodging tax collected by the Cities of Astoria and Warrenton.

A state law passed in 2003 requires that a portion of local TLT revenues be used to fund tourism promotion or tourism-related facilities. Since then, there's been an 84% increase statewide in local taxes from visitor activity.

## **THE PURPOSE OF THE LCTC IS TO:**

Promote, develop and coordinate tourism-related economic activity in the Astoria and Warrenton region, with emphasis on spreading visitation outside of the heavily-trafficked summer season. This mission will be accomplished utilizing a variety of marketing and promotion strategies and in collaboration with other organizations and stakeholders. The committee will also seek to foster resident and visitor awareness of tourism's effect on our environment, as well as the enhancement of our local economy and quality of life, in line with statewide and regional efforts.

The LCTC consists of 15 members, who serve 3-year terms and represent a variety of tourism-related industries in Astoria and Warrenton.

Marketing generally occurs outside of the summer season to generate travel when it is most needed.

Our integrated marketing plan includes a multi-pronged approach to reach people in all phases of the visitor planning cycle.

## **WHAT DOES 2020 AND BEYOND LOOK LIKE?**

Safety concerns related to COVID-19 resulted in widespread cancellations and postponing of leisure and business travel. It is likely that regional trips, leisure travel and road trips will recover before long-haul trips, business travel and air travel. Preliminary estimates for the economic impact of travel in Oregon in 2020 will be available in April 2021.





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**QUESTIONS  
OR  
COMMENTS?**

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**REPORT PREPARED BY:  
LOWER COLUMBIA  
TOURISM COMMITTEE**

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**ASTORIA-WARRENTON AREA  
CHAMBER OF COMMERCE**

**REVISED 1.13.2021**

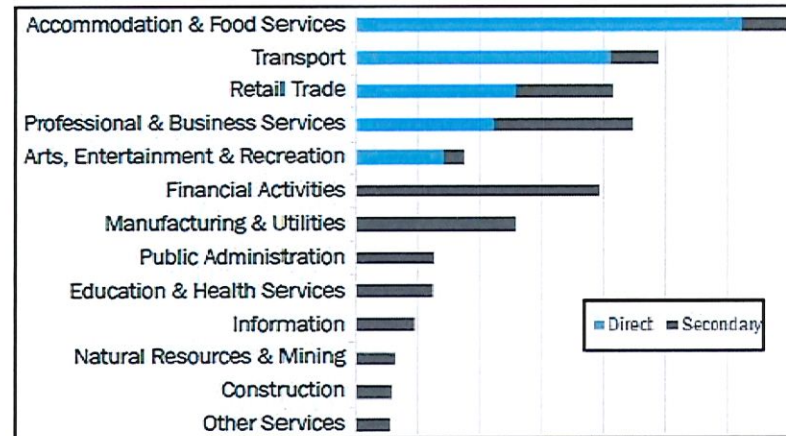
**SOURCES:**

- Dean Runyan Associates Astoria-Warrenton, Oregon Visitor Impacts, 2007-2019P, August 2020
- Dean Runyan Associates, Oregon Travel Impacts: 1991-2019, April 2020
- Census.gov Quickfacts Population Estimates (V2019)
- Oregon Employment Department Quarterly Census of Employment and Wages, Average Annual Employment
- US Travel Association, DCI 2017 Q Report: Talent Wars-What people look for in jobs and locations

# TRAVELER SPENDING IMPACTS

## TRAVEL SPENDING IMPACTS MANY SECTORS OF THE ECONOMY

example from another area's report on visitor impacts of spending:





BY-LAWS  
of the  
LOWER COLUMBIA TOURISM COMMITTEE

ARTICLE I.  
ORGANIZATION

This organization shall be a Committee of the Astoria-Warrenton Area Chamber of Commerce.

ARTICLE II.  
NAME

The name of the organization shall be the "Lower Columbia Tourism Committee."

ARTICLE III.  
OFFICE

The Committee shall maintain its records and files and work out of the office of the Astoria- Warrenton Area Chamber of Commerce.

**ARTICLE IV.  
MISSION**

The purpose of the Lower Columbia Tourism Committee is to:

Promote, develop and coordinate tourism-related economic activity in the Astoria and Warrenton region, with emphasis on spreading visitation outside of the heavily-trafficked summer season. This mission will be accomplished utilizing a variety of marketing and promotion strategies and in collaboration with other organizations and stakeholders. The committee will also seek to foster resident and visitor awareness of tourism's effect on our environment, as well as the enhancement of our local economy and quality of life, in line with statewide and regional efforts.

ARTICLE V.  
MEMBERSHIP

The membership of the Committee shall consist of 15 representatives from the following categories, except that if no candidate can be found to represent a particular category, the committee may choose to fill the position with an additional at-large member for a one-year term:

- Eight (8) members of the Committee shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three (3) no more than four (4) shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations.
- One (1) member of the committee shall represent the Astoria Warrenton Area Chamber of Commerce Board of Directors.
- Three (3) members of the Committee shall be representatives of the Cities of Astoria and Warrenton and Port of Astoria as appointed by their respective governing bodies.
- The three (3) remaining members can come from any sector of the community to serve as at-large members of the committee.
- At least four (4) members should work or primarily reside in Warrenton and at least six (6) members should work or primarily reside in Astoria.
- The Astoria-Warrenton Area Chamber of Commerce Executive Director and Marketing Manager will serve as non-voting members of the committee.

The term of each position shall be three years. No general member will be allowed to run for more than two consecutive terms. Provided a position remains open for more than one year (12 month period) from any of the categories, the committee can upon two-thirds majority vote, designate that the open position be filled by a

representative at large. The term of such position would be one year (12 months) at the termination of which the representative would have the option of full membership as stated in the by-laws.

Committee members may be representatives of any business in the Astoria-Warrenton area, however executive committee members must represent an Astoria-Warrenton Area Chamber of Commerce member.

The Executive Director of the Astoria-Warrenton Area Chamber of Commerce shall serve on the Committee as an ex-officio, non-voting member.

#### ARTICLE VI.

##### SELECTION OF MEMBERS

New Members - New Members, whether to replace a retiring member, to fill a vacancy of a member who has withdrawn or who has ceased to be a representative of his categorical group, shall be selected by a majority vote of the remaining members of the Committee. Provided, however, the representative of the Cities of Astoria and Warrenton, Port of Astoria and the Board of Directors of the Astoria-Warrenton Area Chamber of Commerce shall be whomever is designated by that organization and each categorical group shall be requested to propose a representative for their group.

Attendance – A member of the Committee may be put on probation if they miss two consecutive regular meetings. If a member does not provide advance notice of their absence to the Committee Chair or AWACC Marketing Manager, or they miss 50% of the meetings in a 12-month period, they will be automatically removed from the Committee. A member on probation will receive notice from the AWACC Marketing Manager or Executive Committee member on their first and second missed meetings.

#### ARTICLE VII.

##### OFFICERS

Officers of the Committee - The Officers of the Committee, also known as the Executive Committee, shall consist of a Chair, Vice-Chair, Secretary/Treasurer, Immediate Past-Chair, and such other officers as the committee deems necessary from time to time.

The Executive Committee shall have the power to transact all regular or emergency business of the LCTC Committee during the period between regular meetings of the LCTC, subject to prior limitation imposed by the Committee. The Executive Committee shall set the agenda for the regular monthly Lower Columbia Tourism Committee meeting and conduct other business determined to further the goals of the Committee. The Executive Committee shall meet as necessary subject to the call of the Chair, typically the week prior to the regular meeting. These meetings are open to any regular board member who wishes to attend.

The Chair shall, with the counsel of the Executive Committee and the Executive Director, establish sub-committees and task forces, subject to the approval of the full Lower Columbia Tourism Committee.

Selection - The officers shall be elected annually by a majority vote of the members at the Committee's Annual Retreat or through an annual ballot at the end of each fiscal year for the next fiscal year. Officers shall serve for one year terms and until their successor is duly elected. Each officer may be removed at any time by a majority vote of the members.

Chair - The Chair shall preside over all Committee meetings and shall have a vote on all questions before the Committee. Unless otherwise provided by resolution, the Chair shall sign all contracts and other instruments authorized by the Committee.

Vice-Chair - In absence of the chair, shall preside and carry out the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions of the Chair.

Secretary/Treasurer - This position shall support staff and Chairs as needed which could include providing input on the financial report, preparing minutes and/or agendas for meetings.

Immediate Past Chair - The Immediate Past Chair shall serve on the Executive Committee for one year as special consultant to the Chair drawing upon his/her experience for advice and guidance.

ARTICLE VIII.  
FUNDS OF THE COMMITTEE

By the Cities of Astoria and Warrenton Ordinance, the Astoria-Warrenton Area Chamber of Commerce shall receive funds from the City derived from the lodging room tax. The Chamber of Commerce staff, therefore, shall have charge of and custody of, and be responsible for all funds of the Committee and shall receive and give receipts for monies due and payable to the Committee from any source and shall deposit all such monies in the name of the Committee in such banks or depositories as may be selected by the Committee. The Astoria-Warrenton Area Chamber of Commerce staff shall maintain a set of books, according to standard accounting procedures for the handling, receipt and disbursements of all funds and the accounting thereof. All checks drawn upon Committee's funds shall be signed by a member of the Executive Board of the Astoria-Warrenton Chamber of Commerce and the Executive Director of the Astoria-Warrenton Area Chamber of Commerce. All checks require two signatures.

AWACC Staff will give the Committee a financial report at each meeting of the Committee on the status of the Committee funds. The financial report will be provided to the Chamber Board in its agenda packet each month.

ARTICLE IX.  
MEETINGS

The Marketing Manager of the Astoria-Warrenton Area Chamber of Commerce or delegated Chamber staff shall keep the records of the Committee, act as the Secretary of the meetings, record all of the votes, keep a record of all proceedings of the Committee and maintain custody of all Committee records.

Regular Meetings - The regular meeting of the Committee shall be held at such times and such places as the Committee shall from time to time determine by resolution.

Executive Committee Meetings – The Executive Committee will meet as necessary, in addition to the regular meeting. The Executive Committee shall have the power to transact all regular or emergency business of the LCTC during the period between regular meetings, subject to prior limitation imposed by the Committee. The Executive Committee shall set the agenda for the regular monthly LCTC meeting and conduct other business determined to further the goals of the Committee.

Special Meetings - The Chairman may on his/her own motion, or at the request of one-third of the membership, shall call a special meeting of the Committee. Notices of special meetings may be delivered orally or in writing but not later than four hours prior to the special meeting.

Open Meetings - All meetings shall be open to the public unless the closing of the meeting is approved by majority vote of the members. Guests may observe the meetings and participate if called upon for public comment.

Quorum - The members present at any duly called general meeting of the Lower Columbia Tourism Committee shall constitute a quorum for the transaction of business, and shall have power to decide all questions not governed by the By-Laws.

Roberts Rules of Order - All rules of order not provided for by these By-Laws or by resolution shall be determined in accordance with the newly revised Roberts Rules of Order.

ARTICLE X  
AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by majority vote of the membership at a meeting when the proposed amendments have been sent out in a notice to each member mailed not less than three days prior to such meeting.

These By-laws may be recommended to the Chamber's Board for amendment by affirmative vote of two-thirds of the Committee members present, provided that a quorum exists, at any regular or special meeting and provided that full presentation of such proposed amendments shall have been published in the notice calling for the meeting. The Chamber's Board of Directors may accept this amendment by two-thirds majority affirmative vote.