

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING July 13, 2021– 6:00 P.M. Warrenton City Commission Chambers – 225 South Main Avenue Warrenton, OR 97146

Public Meetings are conducted in the Commission Chambers unless otherwise noted. Meetings will also be audio and video live streamed.

Go to <u>https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings</u> for connection instructions.

1. CALL TO ORDER

2. <u>PLEDGE OF ALLEGIANCE</u>

3. <u>CONSENT CALENDAR</u>

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

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

4. A. Oath of Office – Police Officer Christina Trujillo B. Retirement Ceremony – K9 Officer "Gabe"

5. <u>COMMISSIONER REPORTS</u>

6. <u>PUBLIC COMMENT</u>

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 <u>cityrecorder@ci.warrenton.or.us</u>, no later than 5:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

7. <u>PUBLIC HEARINGS</u> - None

8. **BUSINESS ITEMS**

- A. Consideration of Resolution No. 2608; Adopting the Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan
- B. Consideration of Resolution No. 2609; Describing Distribution of Transient Room Tax Funds
- C. Port of Astoria Letter of Support; PIDP Grant Application
- D. Consideration of Change Order #1; SW Alder Ave 2nd to 1st Reconstruction Project
- E. Consideration of Second Reading of Ordinance No. 1253; Street Vacation Petition No. 156
- F. Consideration of Vacation Rental Revocation; 1564 SE Honeysuckle Loop
- G. Consideration of Professional Services Agreement; Interim Planning Services

9. DISCUSSION ITEMS

- A. RV Issues
- B. City Manager Recruitment Process
- C. City Policy on Floodplain and Drainage Mitigation for Infill Development

10. GOOD OF THE ORDER

11. EXECUTIVE SESSION

Under the authority of ORS 192.660(2)(e); to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

12. ADJOURNMENT

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

MINUTES Warrenton City Commission June 22, 2021 6:00 p.m. Warrenton City Hall - Commission Chambers 225 S. Main Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:08 p.m. and led the public in the Pledge of Allegiance.

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

<u>Staff Present:</u> City Manager Linda Engbretson, City Recorder Dawne Shaw, Police Chief Mathew Workman, Fire Chief Brian Alsbury, Harbormaster Jane Sweet, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Deputy City Recorder Rebecca Sprengeler, and Finance Director April Clark

CONSENT CALENDAR

- A. City Commission Meeting Minutes 6.08.21
- B. Police Department Monthly Statistics May 2021
- C. Monthly Finance Report May 2021
- D. Warrenton Rural Fire District Contract Renewal

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

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

City Manager Linda Engbretson gave a few comments on retiring Public Works employee, Larry Neahring. She wished him the best in his retirement. Mayor Balensifer presented Mr. Neahring with a plaque of appreciation and recognition of 30 years of service. Public Works Operations Manager Kyle Sharpsteen and Public Works Director Collin Stelzig also gave a few comments.

Mayor Balensifer recessed the regular meeting at 6:13 p.m. to conduct the Urban Renewal Agency meeting. Mayor Balensifer reconvened the regular City Commission meeting at 6:15 p.m.

COMMISSIONER REPORTS

Commissioner Newton noted a Zoom meeting he attended on wildfires. He suggested a work session on what plants do not burn easily and fire prevention. He noted he is on overload, and he made an apology to the commission.

Mayor Balensifer attended the Marinas Advisory Committee meeting and discussed the fishing pier proposal.

Ms. Engbretson noted she is trying to schedule a joint meeting with the Parks Advisory Board. Their next meeting is August 9th at 4:00 p.m. Mayor Balensifer asked to send it out by email.

Mayor Balensifer noted for the record he received a comment on the marina rates. It will be forwarded to City Recorder Dawne Shaw.

PUBLIC COMMENT - None

PUBLIC HEARING

Mayor Balensifer opened the Public Hearing on Street Vacation Petition No. 156. Formalities followed and no conflicts of interest or ex parte contacts were reported. Ms. Shaw reviewed the staff report. Mayor Balensifer asked for public comments. Zoee Power, the attorney representing the applicant spoke in favor. No one spoke in opposition. There being no further comments, Mayor Balensifer closed the public hearing.

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

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

Mayor Balensifer conducted the first reading of Ordinance No. 1253; an ordinance vacating a portion of SE Pacific Avenue, in the City of Warrenton, Oregon.

Mayor Balensifer opened the Public Hearing on the election to receive State Revenue Sharing funds. Formalities followed and no conflicts of interest or ex parte contacts were reported. Finance Director April Clark reviewed the staff report. Mayor Balensifer asked for public comments. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Dyer made the motion to adopt Resolution No. 2607. Motion was seconded and passed unanimously.

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

Mayor Balensifer opened the Public Hearing on the adoption of the Warrenton City Budget for FY 2021-2022. Formalities followed and no conflicts of interest or ex parte contacts were reported. Ms. Engbretson reviewed the staff report. She noted budget figures and that the budget MINUTES Warrenton City Commission Regular Meeting – 6.22.21 Page: 2 is posted on the website. Mayor Balensifer asked for public comments. No one spoke in favor or opposition. Mayor Balensifer asked for clarification if approval of this budget will be pulling the City out of the LCTC (Lower Columbia Tourism Committee). Ms. Engbretson noted she will bring back a separate resolution and options for this. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Baldwin made the motion to adopt the City of Warrenton 2021-2022 Budget as set forth in Resolution No. 2606. Motion was seconded and passed unanimously.

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

BUSINESS ITEMS

Commissioner Newton made the motion to adopt the 2022-2027 Capital Improvement Program as presented. Motion was seconded and passed unanimously.

Newton - aye; Dyer - aye; Poe - aye; Baldwin - aye; Balensifer - aye

Mayor Balensifer asked the record to reflect that the commission unanimously supported the surplus of the Fire Department Vehicles Tender 2731 and Command Vehicle 2761 as outlined in the agenda packet material.

Mayor Balensifer noted in feedback he has received it would be best to consider a bifurcated hoist charge. One for \$150 per hour, one for \$75-\$100 per half hour, or a 15-minute charge. Discussion followed on hoist rates. Harbormaster Jane Sweet noted the fully burdened rate for a Marina employee. Brief discussion followed. Ms. Sweet asked the commission to reconsider the \$150 hourly hoist charge. She recommended maintaining the \$100 rate as proposed by the advisory committee. She noted the Marinas will lose over \$10,000 in revenue by increasing the fee. Discussion followed. Mayor Balensifer asked about the allocation of extra funds. Ms. Engbretson noted it will be used for CIP (Capital Improvement Program) projects. Discussion continued.

Commissioner Newton made the motion to amend Resolution No. 2523, section 4 hoist charges, to go from \$150 per hour to \$100. Motion was seconded.

Brief discussion continued.

The motion passed by majority.

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

Mayor Balensifer noted a correction to the previous motion. The correct Resolution is 2596 not Resolution 2523.

Commissioner Newton made the motion to rescind the amendment to Resolution 2523. Motion was seconded and passed unanimously.

Newton - aye; Dyer - aye; Poe - aye; Baldwin - aye; Balensifer - aye

Commissioner Poe made the motion to conduct the second reading of Resolution No. 2596, with section 4 amended to have the hoist charges down to \$100. Motion was seconded and passed by majority.

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

Mayor Balensifer conducted the second reading of Resolution No. 2596; Adopting and Setting Moorage Rental Rates and Fees in the Warrenton and Hammond Municipal Basins.

Commissioner Newton made the motion to adopt Resolution No. 2596. Motion was seconded and passed unanimously.

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

Ms. Shaw presented Ordinance No. 1252 for its second reading and adoption. Commissioner Poe stated he would recuse himself from the conversation and abstain from voting.

Commissioner Newton made the motion to conduct the second reading, by title only, of Ordinance No. 1252; an Ordinance Vacating a Portion of 4th Avenue, an undeveloped street right-of-way in the Plats of First Addition to Kindred Park, in the City of Warrenton, Oregon. Motion was seconded and passed by majority.

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

Mayor Balensifer conducted the second reading 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, in the City of Warrenton, Oregon.

Commissioner Newton made the motion to adopt Ordinance No. 1252. Motion was seconded and passed by majority.

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

Police Chief Mathew Workman discussed an agreement with the City of Astoria for Dispatch Services. He noted the fees have gone down.

Commissioner Baldwin made the motion to approve the Dispatch Services Agreement and authorize the Mayor and the City Manager's signature. Motion was seconded and passed unanimously.

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

Chief Workman discussed the Police Department K-9 and the need to declare him as surplus. Discussion followed. Commissioner Newton recommended sending a letter of appreciation to Lylla Gaebel. Chief Workman noted the agreement indemnifies the City and can have a reversionary clause. Mayor Balensifer discussed the process of the sale of the dog to the handler. It was noted there will be a retirement ceremony for K-9 Gabe. There was question about the dog being neutered. Mayor Balensifer noted he wants this to be confirmed before transfer of ownership.

Commissioner Newton made the motion to declare the K9 "Gabe" as surplus and to sell Gabe to his handler upon signing an agreement with the City executed by the City Manager and to set the retirement of the dog to the next Commission meeting. Motion was seconded and passed unanimously.

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

Mayor Balensifer asked that the dog be presented with a distinguished service medal.

Public Works Director Collin Stelzig discussed the Iredale Culvert Replacement Project, noting the proposal from North Coast Civil Design. He noted the original project is from the 2006 Master Plan. Discussion followed.

Commissioner Baldwin made the motion to award the professional services contract for the Iredale Culvert Replacement Project to North Coast Civil Design for \$31,700.00. Motion was seconded and passed unanimously.

Newton - aye; Dyer - aye; Poe - aye; Baldwin - aye; Balensifer - aye

Mr. Stelzig reviewed a proposal from A.M. Engineering for Civil Engineering Services for the SW Alder Avenue -2^{nd} Street to 1^{st} Street Road Improvement Project.

Commissioner Newton made the motion to award the contract for the SW Alder Avenue – 2nd Street to 1st Street Road Improvement to A.M. for \$48,000.00. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS - None

GOOD OF THE ORDER

Commissioner Newton noted good news for landlords. He noted the success of Arnie's Cafe and concerns about the parking situation. He discussed the Community Center figures.

Mayor Balensifer requested item I be added to the agenda for the appointment of Library Board members. There were no objections. He reviewed the Library Board application from Joy Wheatley-Decius and his letter of recommendation for appointment of Ms. Wheatley-Decius and reappointment of Karyn Grass.

Commissioner Baldwin made the motion to appoint Wheatley-Decius for the unexpired term of Position 2 and Karyn Grass for reappointment for Position 5 after the expiration of her current term ending this year. Motion was seconded and passed unanimously.

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

Mayor Balensifer noted he was on a kayaking trip with friends on Alder Creek and asked about the tide gate repairs. He wanted to bring to staff's attention that three of the five tide gates are letting water back in while closed. He also noted the new habitat mapping from DSL (Department of State Lands). The Port has concerns about Adair Slough being listed. The state listed Alder Creek without species, while the Skipanon River is listed with species. Mayor Balensifer noted concerns about this preventing the addition of pumps on Alder Creek. He further noted the City may want to consider challenging Alder Creek being on the list so it does not impede future work. Mayor Balensifer noted he resides on Alder Creek and noted flooding concerns in the area. He stated for the record that his property does not flood; but he is concerned for his neighbors. Brief discussion continued.

Ms. Engbretson reviewed her written notice of her retirement, as of Sept 30, 2021. The commissioners made comments. Mayor Balensifer stated he would like a discussion item at the next meeting on the hiring process.

At 7:17 p.m. Mayor Balensifer recessed the regular meeting for five minutes. At 7:23 p.m. he announced the Commission will now meet in executive session under the authority of ORS 192.660(2)(b); to consider the dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent who does not request an open hearing.

There being no further business, Mayor Balensifer adjourned the regular meeting at 8:06 p.m.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

MINUTES Warrenton City Commission Work Session – June 22, 2021 5:15 p.m. Warrenton City Hall - Commission Chambers 225 S. Main Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:16 p.m.

<u>City Commissioners Present:</u> Mayor Henry Balensifer, Tom Dyer, Rick Newton, Gerald Poe, and Mark Baldwin

<u>Staff Present:</u> City Manager Linda Engbretson, Public Works Director Collin Stelzig, Police Chief Mathew Workman, Fire Chief Brian Alsbury, Finance Director April Clark, Public Works Operations Manager Kyle Sharpsteen, Deputy City Recorder Rebecca Sprengeler, and City Recorder Dawne Shaw

Police Chief Mathew Workman reviewed the current RV (recreational vehicle) issues in the City. He reviewed a power point presentation outlining some of the specifics. He noted concerns about illegal utility and electrical hookups and zoning issues. Fire Chief Brian Alsbury briefly discussed accessibility issues with modified RV's and campers as permanent residences. Discussion followed. Chief Workman noted there are currently 256 RVs placed on public or private property in Warrenton. He did not count RV's that were being stored inside structures. 161 of the RV's were being stored, 52 were being lived in, and 43 were unknown. Chief Workman noted the four chapters in the Warrenton Municipal Code (WMC) that mention or regulate RV's: 3.04, 10.16, 12.28, and 16. He discussed what the current code outlines as to what citizens "can and can't do." He noted House Bill (HB) 3115 & HB 3124. There were concerns about HB 3115 not being clearly defined. There will have to be some changes to the WMC due to HB 3124.

Chief Workman posed several questions to be answered by the Commission:

- Are you okay with the current restrictions use on a public street or right-of-way? Chief Workman noted issues with towing and disposing of RV's.
- Are you alright with not having any restrictions on the storage of RV's on private property, particularly in residential zones?
 - Chief Workman noted frequent complaints about RV placement.
- Are you okay with the current recreation permit as it is written?
- Do we create an ordinance regulating the use of an RV as a permanent dwelling? Chief Workman stated his opinion is no unless it is in a park.
- How do we deal with the RV's that are currently being used as temporary or permanent dwellings outside of the established RV parks and campgrounds? Chief Workman noted several factors for consideration.

MINUTES Warrenton City Commission Work Session – 6.22.21 Page: 1 He stated the City needs some regulation on "where." He noted visibility concerns about RV's being in front of houses. He noted safety concerns with excess use of extension cords. He does not have an issue with approved permanent residences in RV parks. He restated his desire to have more definition around RV use. He is okay with the 48-hour permits except for the month of Buoy 10. He would like regulation on where RV's are allowed on residential property. He asked the Commission to reach out and see how the constituents feel.

Mayor Balensifer noted meeting time restrictions and asked the Commissioners to briefly share their thoughts. Commissioner Poe noted he agrees this needs to be more defined. He agrees the permit length should be extended and noted he does not agree with long-term residence in RVs that are not paying for the utilities they use. Commissioner Baldwin noted the state forest camping restrictions and concerns about abuse of current permits. He does not feel the permits should be extended for Buoy 10 and noted concerns about allowing campers to be placed in yards during Buoy 10. Commissioner Newton suggest charging for permits or requiring permit renewal and noted lack of housing. Commissioner Dyer suggested a limit on the number of days per year before charging a fee or prohibiting the use. He noted issues with towing. Commissioner Newton would like the state to have a free dump day for motor homes or a recycling program. Mayor Balensifer agrees there needs to be a permit cost and TRT's (Transient Room Tax) need to be assessed but he has questions about available manpower and enforcement. He would like to look into a Code Enforcement Officer within the Police Department as a part-time position to address priorities and nuisances. Mayor Balensifer requested this discussion be carried over to a discussion item at the next meeting. Commissioner Baldwin suggested tow stickers.

There being no further business, Mayor Balensifer adjourned the work session at 6:03 p.m.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

MINUTES Warrenton City Commission Work Session – 6.22.21 Page: 2 Chairperson Pam Ackley called the meeting to order at 2:04 p.m.

<u>Marina Advisory Board Members Present:</u> Chairperson Pam Ackley, Lylla Gaebel, Mike Balensifer, Malcolm Cotte, Kevin Dunn.

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

CONSENT CALENDAR

Meeting minutes from 4.19.2021 were presented by staff.

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

DISCUSSION

Discussed and went over camping map from previous meeting and discussed Hammond Moorage association complaints about the rate increase and their gated docks. Committee discussed that the Hammond Moorage Association has no contract with the City and are given no special perks, they are treated the same as all annual moorage holders. If annual moorage holders keep their account paid and have current registration/insurance on their vessel and it is seaworthy they will automatically renew for the same slip each July 1st. A & B dock in Hammond (the docks where Hammond Moorage Association rents some of the slips) do have locked gates that the City maintains that were donated by the Hammond Moorage Association which they would like to keep. The advisory board discussed that they would like to see additional locked gates put on the commercial docks in Warrenton.

Pam shared her letter for the Hammond Waterline Grant, the hope is that once that waterline is placed it will help keep the Marina safer in the event of a fire and allow for full hookups for a future camp host in the Hammond Marina.

Advisory board discussed the potential fishing pier in the Hammond Marina that Mayor Henry Balensifer is working towards. The advisory board is very support of the ADA accessible sheet piling design and Chairperson Ackley is going to invite Henry to our next meeting to share more about the project. The committee while very supportive does have questions about the effects the pier will have on Marina staff and budget. They are curious about the maintenance plan, who would be responsible for things like picking up trash and pressure washing? Would the Marina collect a day use fee to cover parking, people using the fish cleaning station and increases to garbage and restroom use?

Chairperson Ackley shared that she may have found an investor in the Hammond Marina and asked Jane if the City would be open to that. She also shared that the Advisory Board may be helping to pick a theme for the new townhomes next to the basin and a nautical theme was suggested.

Committee discussed a plan for the next meeting and after the meeting in June switching to quarterly meetings. At the next meeting committee will be going through Capital Improvements, discuss the details of each project and making recommendations for which ones need to be a top priority for the City. Committee members spent some time going through the current capital improvements but decided to dive deeper into them at the next meeting and make formal recommendations when there was more time.

Committee members asked about the leases in the Marinas and what revenues those could potentially generate.

Next meeting set for June 21st, 2021 at 2pm in Commission Chambers at City Hall to prioritize capital improvements for 2021-2022.

There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 4:00 p.m.

Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant

ATTEST: bormaster

APPROVED: Pam Ackley, Marina Advisory Board Chairperson

Minutes

Warrenton Community Library Board Regular Meeting

March 12, 2021 - 5:30 p.m. Warrenton City Commission Chambers 225 South Main Ave., Warrenton, OR 97146

1. Call to order: Kelsey called the meeting to order at 5:30 p.m.

2. Roll call: Kelsey Balensifer, Dawn DeLacey, Karyn Grass, Mary Ann Brandon, Danika Cooley, Eileen Purcell, and Kelly Knudson, WCL Director. Unable to attend: Natalie Duggan

- 3. Recognition of guests: none attending
- 4. Consent calendar:

A. Advisory Board Meeting Minutes 12.13.20: We approved the minutes with clarifications. Karyn moved to approve the minutes and Dawn seconded. All approved.

- 5. Site manager report:
- The library reopened recently. We are short-staffed, but the new check in system, updated to latest version, goes in tomorrow.
- We are recruiting for Carol's position which is currently 18 hours per week. There
 were two applicants for the Youth Services position and on March 22 we are
 conducting interviews. This position is opened until filled. The Easter Seals position
 will end in June.
- We are receiving donations all the time and we give out a lot of free books.
- Kelly is working on the budget, hoping to boost Carol's position to 25 hours per week carrying benefits with an August start date. She is also working on inventory.
- April brings commemorative days honoring library workers, as well as Library Action Week. Kelly is working on publicity, including postings on social media outlets, including the WCL Facebook page.
- 6. Discussion items

A. Board Terms: Kelsey sent out documents listing board terms, Mary Ann Brandon's term will end soon in December 2021, but this was randomly assigned so end dates were stabilized to avoid having so many terms ending at the same time.

B. A Board Orientation packet is being developed to assist new advisory board members including contacts, bylaws, calendars and how board members can help. We discussed how can board members best help Kelly and promote the library.

C. Board Positions: Chair and Secretary. Dawn nominated Kelsey to continue as Chair and Eileen as Secretary. Karyn seconded and all approved.

7. Public comment: There was no public comment.

8. Good of the order: We all extended a warm welcome to our two new board members. We meet again on June 11 at 5:30 p.m.

9. Adjournment: The meeting was adjourned at 6:25 p.m.

Meeting Minutes were taken and recorded by Eileen Purcell, Board Secretary.



AGENDA MEMORANDUM

To: The Honorable Mayor and Members of the Warrenton City Commission
Copy: Linda Engbretson, City Manager
From: Brian Alsbury, Fire Chief
Date: July 6th, 2021
Regarding: 2021 - 2022 Fire Dispatch Services Agreement

Summary

The Warrenton Fire Department contracts with the Astoria Police Department for Fire Dispatch Services. Each year the City must sign a "Subscriber Agreement" with the City of Astoria to set the terms and conditions to provide these services. These services are budgeted in the FY 2021-2022 City Budget. Historically the agreement is signed by the respective City Mayor and City Manager from each City.

Recommendation / Suggested Motion

Approve the 2021-2022 Fire Dispatch Services Agreement and have it signed by the Mayor and City Manager.

"I move to approve the Fire Dispatch Services Agreement with the City of Astoria for Fiscal Year 2021–2022 and to the Mayor and the City Manager sign the agreement."

Alternative

None feasible.

Fiscal Impact

The FY 2021-2022 dispatch services will cost the City \$31,802, an increase of \$ 1070.00 (3.31%) increase from \$30,782 in FY 2020-2021.

Attachments

Two (2) copies of the 2021 – 2022 Fire Dispatch Services Agreement.

Approved by City Manager. Linda Cylichon
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All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

AGREEMENT PUBLIC SAFETY (FIRE) DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2021 by and between the CITY OF WARRENTON, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

City and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to City, and City has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide City with twenty-four (24) hour emergency dispatch service. This will include:

- 1. Answering service for City emergency incoming telephone lines;
- 2. Advising appropriate agency by means of radio of services requested by the public;
- 3. Answering radio calls for service and provide appropriate information to authorized personnel;
- 4. Maintaining a log of citizen-called-for services;
- 5. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
- 6. Providing LEDS teletype service to authorized personnel and agencies using ORI OR004000.
- 7. Manage maintenance, repair and replacement of equipment and infrastructure that makes up the land-mobile radio system such as radios, repeaters, switches, routers, microwave that are located at radio sites: Megler, Wickiup, Cathlamet, Tillamook Head, Tolovana, Humbug, Reservoir and Skyline. The City remains responsible for all end-user equipment including portable radios, portable repeaters, vehicle mounted radios, and cradlepoints.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees and contracted City of Seaside certified Telecommunication Operators.

II. CONSIDERATION

A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$31,802 for the period of July 1, 2021 to June 30, 2022.

The sum of \$31,802, payment due on September 30, 2021

OR

- 1. For the period from the 1st day of July, 2021 to the 30th day of September, 2021, the sum of \$7,950.00, payment due on September 30, 2021;
- 2. For the period from the 1st day of October, 2021 to the 31st day of December, 2021, the sum of \$7,950.00, payment due on December 31, 2021;
- 3. For the period from the 1st day of January, 2022 to the 31st day of March, 2022, the sum of \$7,950.00, payment due on March 31, 2022;
- 4. For the period from the 1st day of April, 2022 to the 30th day of June, 2022, the sum of \$7,950.00, payment due on June 30, 2022.

III. LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV. INDEMNIFICATION

As permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution each party to this agreement agrees to hold harmless, defend, and indemnify the other, including their officers, agents, and employees, against all claims, demands, actions, and suits (including attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party is responsible for the acts, omissions, or negligence of its own officers, employees, and agents.

V. TELEPHONE LINES

City shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from City.

VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2021 to June 30, 2022 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria	City of Warrenton
By Bruce Jones, Mayor	
	By Printed Name, Title
By Brett Estes, City Manager	
	By Printed Name, Title
APPROVED AS TO FORM	

Astoria City Attorney Blair Henningsgaard

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

AGREEMENT PUBLIC SAFETY (FIRE) DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2021 by and between the CITY OF WARRENTON, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

City and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to City, and City has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide City with twenty-four (24) hour emergency dispatch service. This will include:

- 1. Answering service for City emergency incoming telephone lines;
- 2. Advising appropriate agency by means of radio of services requested by the public;
- 3. Answering radio calls for service and provide appropriate information to authorized personnel;
- 4. Maintaining a log of citizen-called-for services;
- 5. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
- 6. Providing LEDS teletype service to authorized personnel and agencies using ORI OR004000.
- 7. Manage maintenance, repair and replacement of equipment and infrastructure that makes up the land-mobile radio system such as radios, repeaters, switches, routers, microwave that are located at radio sites: Megler, Wickiup, Cathlamet, Tillamook Head, Tolovana, Humbug, Reservoir and Skyline. The City remains responsible for all end-user equipment including portable radios, portable repeaters, vehicle mounted radios, and cradlepoints.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees and contracted City of Seaside certified Telecommunication Operators.

II. CONSIDERATION

A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$31,802 for the period of July 1, 2021 to June 30, 2022.

The sum of \$31,802, payment due on September 30, 2021

OR

- 1. For the period from the 1st day of July, 2021 to the 30th day of September, 2021, the sum of \$7,950.00, payment due on September 30, 2021;
- 2. For the period from the 1st day of October, 2021 to the 31st day of December, 2021, the sum of \$7,950.00, payment due on December 31, 2021;
- 3. For the period from the 1st day of January, 2022 to the 31st day of March, 2022, the sum of \$7,950.00, payment due on March 31, 2022;
- 4. For the period from the 1st day of April, 2022 to the 30th day of June, 2022, the sum of \$7,950.00, payment due on June 30, 2022.

III. LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV. INDEMNIFICATION

As permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution each party to this agreement agrees to hold harmless, defend, and indemnify the other, including their officers, agents, and employees, against all claims, demands, actions, and suits (including attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party is responsible for the acts, omissions, or negligence of its own officers, employees, and agents.

V. TELEPHONE LINES

City shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from City.

VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2021 to June 30, 2022 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria	City of Warrenton
By Bruce Jones, Mayor	. <u> </u>
	By Printed Name, Title
By Brett Estes, City Manager	
	By Printed Name, Title
Approved as to Form	

Astoria City Attorney Blair Henningsgaard

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AGENDA MEMORANDUM

TO:	The Warrenton City Commission
FROM:	Richard Stelzig, Public Works Director
DATE:	July 27 th , 2021
SUBJ:	Public Safety Dispatch Service Agreement - City of Astoria

SUMMARY

The Public Works Department is now required to enter in a contract with the Astoria Police Department for public safety dispatch services. Each year the City will sign a "Subscriber Agreement" with the City of Astoria to set the terms and conditions to provide these services. Services within this agreement include:

- 1. Answering service for City emergency incoming telephone lines.
- Advising appropriate agency by means of radio of services requested by the public.
- 3. Answering radio calls for service and provide appropriate information to authorized personnel.
- 4. Maintaining a log of citizen-called-for services.
- Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
- Providing LEDS teletype service to authorized personnel and agencies using ORI OR004000.
- 7. Manage maintenance, repair and replacement of equipment and infrastructure that makes up the land-mobile radio system such as radios, repeaters, switches, routers, microwave that are located at radio sites. The City remains responsible for all end user equipment including portable radios, portable repeaters, vehicle mounted radios, and cradle points.

Historically the agreement is signed by the respective City Mayor and City Manager from each City.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

Approve the 2021-2022 Public Safety Dispatch Services Agreement and have it signed by the Mayor and City Manager

"I move to approve the 2021-2022 Public Safety Dispatch Service Agreement and have it signed by the Mayor and City Manager."

ALTERNATIVE

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

FISCAL IMPACT

For the service provided by Astoria for the period of July 1, 2021 to June 30, 2022, the sum of \$1,500.00 payment is due on September 30th, 2021. This cost will come out of the professional service budget line for all the Public Work funds.

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

AGREEMENT PUBLIC SAFETY DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2021 by and between the CITY OF WARRENTON PUBLIC WORKS, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

City and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to City Public Works, and City has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide City Public Works with twenty-four (24) hour emergency dispatch service. This will include:

- 1. Answering service for City emergency incoming telephone lines;
- 2. Advising appropriate agency by means of radio of services requested by the public;
- 3. Answering radio calls for service and provide appropriate information to authorized personnel;
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Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees and contracted City of Seaside certified Telecommunication Operators.

II. CONSIDERATION

A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$1,500.00 for the period of July 1, 2021 to June 30, 2022.

The sum of \$1,500.00, payment due on September 30, 2021

OR

- 1. For the period from the 1st day of July, 2021 to the 30th day of September, 2021, the sum of \$375.00, payment due on September 30, 2021;
- 2. For the period from the 1st day of October, 2021 to the 31st day of December, 2021, the sum of \$375.00, payment due on December 31, 2021;
- 3. For the period from the 1st day of January, 2022 to the 31st day of March, 2022, the sum of \$375.00, payment due on March 31, 2022;
- 4. For the period from the 1st day of April, 2022 to the 30th day of June, 2022, the sum of \$375.00, payment due on June 30, 2022.

III. LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage whichcovers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV. INDEMNIFICATION

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This contract shall be effective from July 1, 2021 to June 30, 2022 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria	City of Warrenton
By Bruce Jones, Mayor	·
	By Printed Name, Title
By Brett Estes, City Manager	
	By Printed Name, Title
Approved as to Form	

Astoria City Attorney Blair Henningsgaard

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

June 2021 WCL Director's Quarterly Report

Building & Technology

- Library building is in need of an exterior paint job. The School District along with Spruce Up Warrenton is planning to assist in making it happen.
- 12 New hanging flower baskets purchased with "Building" grant from the Oregon Community Foundation
- Leasing new Ricoh Digital Color IM C300F Copy/Print/Scan/Fax (31 PPM) for patrons and staff to use. Arriving June 21
- Purchased new 50" TV to utilize for presentations, programming and youth activities. Connects to laptops easily. Using a projector and screen in the library is/was challenging because of the light coming in and the small space.

Community Computer users for the last three months

Month	# users
March	231
April	229
Мау	240

Staff & Volunteers

- Hired new Library Assistant Youth Coordinator, Saturn Caronna-started April 5 (18 hours)
- Easter Seals Trainee's last day was May 30. In the process of requesting another trainee
- Another volunteer has returned and one new volunteer is starting soon
- Volunteer hours

Month	hours
March	70.5
April	323
May	331

Continuing Education & Meetings

Director Knudsen completed an excellent online course Asset Based Community
Development: Discovering & Unleashing Local Abundance. Biggest takeaways: Healthy, safe
and strong communities are places filled with care. We cannot build strong, caring
neighborhoods without unlocking the potential of the residents. In doing our work, we must
understand that everyone in the neighborhood has something to offer (their gifts) and everyone
cares about something (their passions) and that to be successful we need the residents of a
neighborhood to become involved and share their gifts, based on their passion. However, care
can remain invisible without intentional conversations to discover what people have to offer



and what they are passionate about. One of the most effective ways to unlock the power of the people in the neighborhood is through Learning Conversations. In the late summer or early fall, we hope to hold several formal and informal Learning Conversations and harness the gifts of our neighborhood.

• New Friends of WCL meets once a month on the third Thursday from 6PM to 7PM. Monthly meetings are on hold until September 2021

Collections & Materials

- Library Administrative Assistant Carole Feldman completed our library inventory at the end of May counting a total of 15,086 items and 161 missing
- Continuing to add new best sellers to collection monthly as well as donated items, and weekly
 patron requests
- Donations continue to come in almost daily
- Book Bag sale planned for June 19 (\$5 for a bag of books)

Finance

• Library Budget was approved for 2021-2022 fiscal year

Programming & Outreach

Library Wide

- Summer Reading Program sign up started June 1 for all ages including adults. The theme this year is *Reading Colors Your World*. Participants keep track of their reading and turn in logs for monthly prizes and a grand prize raffle for ages pre-readers, k-5, teens, and adults
- Kickoff Party for Summer Reading is Saturday June 12 from 10AM-2PM with games, art, button and bookmark making, snacks, music. Donors so far include: Smart Foodservice, Natural Grocers, Columbia River Maritime Museum, ElCompadre Restaurant, and Vegabond 3d Printing and Innovation. Vagabond is donating a 3D printer for a top prize as well as three \$100 off coupons for a 3D printer and for every participant, a free 30 minute 3D printer session.
- Upcoming programming for adults:
 - → Local Author Jan Bono will be here July 8@ 2:00pm to talk about her latest book from her Sylvia Avery Cozy Mystery Series entitled *Oyster Spat*
 - → 6 week beginner knitting class on Wednesdays from 2-3pm starting July 14
 - → Hummingbird guru Barbara Linnett is scheduled to be at the library on August 18 @2PM
 - → More to come!

Youth Services

- Library Assistant Youth Coordinator Saturn held two Storytimes outside- one Tuesday and one Saturday a month(May 11 and May 22). Two more planned for June 15 and 26
- Saturn also held the first Teen Advisory Board meeting May 27. The group planned a Dungeons and Dragons club for Tuesday June 22, a Teen Book Club on June 24 and their next meeting will also be June 24

Short term goals

- Paint library building
- Continue work on recruiting for FRIENDS OF WCL for meeting in September

Long term goals

• Technology update

Activity Summary for Location with Comparison to Previous Year MARCH APRIL MAY

Circulation Transactions	03/01/2021 - 05/31/2021	03/01/2020 - 05/31/2020	Percent Change
Check in	4,862	2,532	92.02%
Check Out	3,975	1,785	122.69%
Holds Processed	654	733	-10.78%
Renewal	1,035	579	78.76%
Payment Transactions			
Payments Processed	137	93	47.31%
Total Tendered	\$425.79	\$77.6	448.70%
Total Waived	\$442.21	\$81.59	441.99%
Borrower Maintenance			
Borrower Add	73	24	204.17%
Borrower Delete	7	6	16.67%
Borrower Update	276	147	87.76%
Borrowers Processed Totals	356	177	101.13%
Cataloging Title Maintenance		We were not tracking this last : year	
Title Added - Cat	410	0	
Title Updated - Cat	3	0	
Titles Processed Totals	413	0	



Warrenton Building Department JUNE 2021 COMMISSION REPORT

Community Building

Our planned meetings with stakeholders were cancelled due to COVID-19, but our intent is to resume these group gatherings now that the restrictions have been lifted. We are working with the Planning and Public Works staff on a more comprehensive and easier to follow Development Review Process that clearly outlines the requirements for development, and to aid the public, contractors, and design community in achieving approvals in a timely manner.

We will continue to work with the Warrenton Fire Department on improved communication and coordination on fire prevention matters and community outreach and education for a safer city for both the residents and visitors.

State Codes

Several new codes went into effect on April 1, 2021, with a grace period for the new Oregon Residential Specialty Code provisions until they become mandatory on October 1, 2021.

The IGA with County Building Codes for reciprocal inspections has continued and is working well. County staff have been very helpful during the department transition and continue to be a tremendous asset. In addition, an IGA with Clatsop County Planning for Floodplain Management is now in effect, per Interim Planning Director, Will Caplinger.

In an effort to provide consistency to the construction and design community, we have started to work in conjunction and collaboratively with other regional building departments and have developed several handouts with the respective logos of each jurisdiction included on the handouts to show this uniformity and cooperation between jurisdictions. We will continue to work with our neighboring communities to develop new informational handouts to improve overall service and promote the importance of safety in the built environment.

Permit Activity

Due to building material prices, activity has diminished slightly over the previous fiscal year for new residential single-family and multi-family construction, but the workload has continued with additions, alterations, manufactured dwellings, and commercial construction. Work continues with the new middle school, Clatsop County Jail addition and remodel, and the Northwest Natural Service Center, with Scoular Fish Meal processing facility currently in review.

Visioning Update

With the change of Building Officials effective December 1, 2020, we continue to work on implementing new programs and improving internal and external communication in alignment with the Commission goals for 2021. Staff has updated all informational handouts and permit applications with the new city logo and updated the content to be consistent with the state requirements and guidelines, as well as updating and improving the department website to better provide information to the public, contractors, and the design community. Local conditions and design criteria are outlined on the website and provide easy to access to these improvements. This would not have been possible without the hard work of Janice Weese, Christian Jensen, and new Deputy City Recorder, Rebecca Sprengeler. Rebecca and Christian have been tremendous additions to the city's team, and Janice has been an incredible help to the new Building and Planning staff, with her knowledge of city historical records and her willingness to work with the public and fellow city staff to provide and improve service.

Staff Updates

Residential Inspector, Christian Jensen, has proven to be an integral part our department and the city staff. He has obtained his Commercial Inspector certification and will be taking the exam for Commercial Building Plans Examiner soon, followed by Commercial Mechanical Inspector, which will more greatly benefit the department and the city in continuing to provide exceptional customer service, as well as improve our productivity. Because of Christian's hard work and eagerness to learn and assist staff along with his exceptional customer service, Christian was honored with Employee of the Quarter. A well-deserved recognition for his work. Building Official, Van Wilfinger, has passed the initial Fire Codes and Standards exam, which is the beginning of the series that includes Fire Plans Examiner and Fire Inspector. This additional training and certification will allow the department to retain more of the permit and plan review revenue to ensure that we are able to maintain fund balances for continued improvement of services.

Downtown Improvements

The department will continue to work with the Planning Department and City Manager and Commission to accommodate downtown improvements and help provide opportunities to streamline the review and permitting process.

State E-Permitting

The County has completed their migration to E-Permitting, and it appears to be working well. We have been working with the state to provide local fees and information and are moving forward with the implementation, however due to the COVID-19 restrictions and state personnel working remotely, the initial start-up of this program has been delayed with no recent updates as to when we will resume the process. Pending the initiation of the program, staff will continue to work with the current system to determine how we may better utilize the current software to improve coordination and documentation.



STAFF REPORT

TO:	The Warrenton City Commission
FROM:	Dawne Shaw, City Recorder
DATE:	July 13, 2021
RE:	City Recorder Activity Report; January - June 2021

The following is an activity report from the City Recorder's office outlining activities and statistics for January - June 2021.

- Meetings: 31 Meetings includes regular commission meetings, work sessions, executive sessions, URA meetings, Budget meetings and WURAC meetings. (includes preparing agendas, packets, staff reports, press notices, minutes, attendance, etc.)
- Public Records Requests: 26 Public Records Requests
- Notary Services: 15 Notarizations

This report is not fully inclusive of all activities of the city recorder's office. Other projects and activities include but are not limited to – Assistant to the City Manager; Human Resources Coordinator duties; Management & maintenance of the City website and social media accounts; Responding to citizens' concerns and complaints; Filing insurance claims; Records management, retention & destruction per Secretary of State guidelines; as well as Planning Commission secretary duties and assisting the Building & Planning Departments. Our new Deputy City Recorder, Rebecca Sprengeler, has been instrumental in accomplishing the day-to-day tasks and operations, and is proving to be a great asset to the city. We are continually adding records to our electronic records management system which will increase transparency and improve external communications.



Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 (5 0 3) 861-2494 Fax503/861-2351 225 S. Main Warrenton, Or 97146-0250

STAFF REPORT

Date:	July 7, 2021
To:	The Members of the Warrenton City Commission
	Linda Engbretson, City Manager
From:	Brian Alsbury, Fire Chief
Re:	Fire Department Activity Report for June 2021

June 2021 Emergency Response Activity -

The Warrenton Fire Department responded to **106** emergency calls during the month of June 2021. The call volume for the month of June is 25% higher than this time in 2020, in June of 2020 we had 84 calls for service.

70-Emergency Medical Calls (includes Motor Vehicle Crashes) 66.04%
3-Fires (Mutual Aid) 2.83%
14-Service Calls 13.21%
9-Good Intent Calls 8.49%
6-False Alarm and False Calls 5.66%
4-Hazardous Conditions (no fire) 3.77%

An average of 7 volunteers responded per call throughout the month. During the month of June-57 of the calls were during daytime hours between 6:00 a.m. and 6:00 p.m. The other 49 calls were during the night, between the hours of 6:00 p.m. and 6:00 a.m.

June Training –

The department held 4 regularly scheduled Wednesday evening training sessions during the month of June, Training during the month of June included the following: EMS Standing Order review, Wildland Firefighter skill training, Aerial Ladder Operator training, Drivers Training, and NFPA Firefighter 1 task performance skills. These training events total over 306 hours for the month, with an average of 20.4 hours per member.

As of June 30th² 2021, the fire department has trained 6 new Aerial ladder operators, these folks have completed more than 25 hours of training to become Aerial certified, these hours are beyond the normal Wednesday night drills. (Weekends)

City of Warrenton is truly blessed with Volunteers that are passionate when it comes to training, they understand that the community is best served by having a good foundation of training. Our departments training has grown/improved dramatically over the last year and I am proud to say that this was done as a team. We are forever in their debt; we couldn't do this with out them.

Please see attachments, they include:

EMERGENCY REPORTING REPORTS

- 1. Detailed Breakdown by Incident Type
- 2. Incidents per Shift for Date Range
 - a. A-shift 0600-1800hrs
 - b. B-shift 1800-0600hrs

Warrenton Fire Department

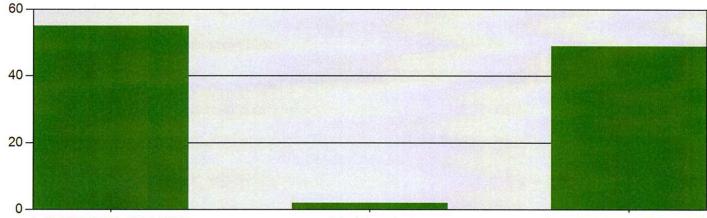
Warrenton, OR

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Incidents by Shift for Date Range

Start Date: 06/01/2021 | End Date: 06/30/2021



A SHIFT (0600-1800 HRS)

Administration

B SHIFT (1800-0600 HRS)

SHIFT	# INCIDENTS
A SHIFT (0600-1800 HRS)	55
Administration	2
B SHIFT (1800-0600 HRS)	49
TOTAL	106

Incidents with multiple EXPOSURES, with distinct stations, may create a slight difference between the report total and total number of actual incidents for the DATE RANGE provided. The totals reflect the # INCIDENTS each STATION was assigned. Only REVIEWED incidents included.



emergencyreporting.com Doc Id: 27 Page # 1 of 1

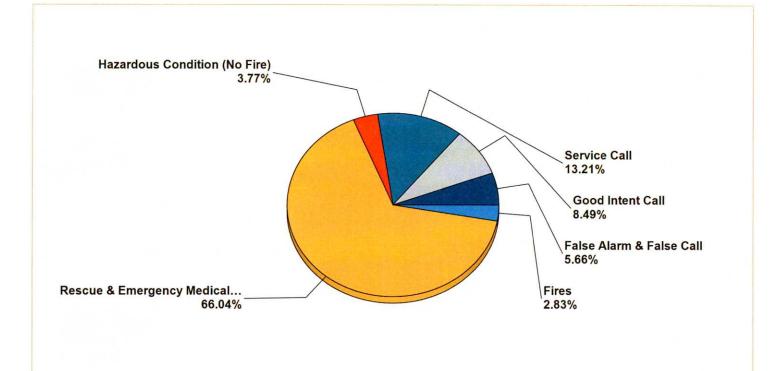
Warrenton Fire Department

Warrenton, OR

This report was generated on 7/7/2021 11:51:12 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2021 | End Date: 06/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	2.83%
Rescue & Emergency Medical Service	70	66.04%
Hazardous Condition (No Fire)	4	3.77%
Service Call	14	13.21%
Good Intent Call	9	8.49%
False Alarm & False Call	6	5.66%
TOTAL	106	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



emergencyreporting.com Doc Id: 553 Page # 1 of 2



INCIDENT TYPE	# INCIDENTS	% of TOTAL
113 - Cooking fire, confined to container	1	0.94%
131 - Passenger vehicle fire	1	0.94%
140 - Natural vegetation fire, other	1	0.94%
300 - Rescue, EMS incident, other	1	0.94%
311 - Medical assist, assist EMS crew	1	0.94%
320 - Emergency medical service, other	13	12.26%
321 - EMS call, excluding vehicle accident with injury	49	46.23%
322 - Motor vehicle accident with injuries	2	1.89%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.94%
324 - Motor vehicle accident with no injuries.	3	2.83%
412 - Gas leak (natural gas or LPG)	1	0.94%
444 - Power line down	2	1.89%
445 - Arcing, shorted electrical equipment	1	0.94%
500 - Service Call, other	3	2.83%
510 - Person in distress, other	1	0.94%
550 - Public service assistance, other	3	2.83%
553 - Public service	3	2.83%
554 - Assist invalid	3	2.83%
561 - Unauthorized burning	1	0.94%
611 - Dispatched & cancelled en route	5	4.72%
622 - No incident found on arrival at dispatch address	2	1.89%
631 - Authorized controlled burning	1	0.94%
651 - Smoke scare, odor of smoke	1	0.94%
700 - False alarm or false call, other	3	2.83%
733 - Smoke detector activation due to malfunction	1	0.94%
741 - Sprinkler activation, no fire - unintentional	1	0.94%
743 - Smoke detector activation, no fire - unintentional	1	0.94%
TOTAL INCIDENTS:	106	100%



emergencyreporting.com Doc Id: 553 Page # 2 of 2



In brief -

Harbor Master Jane Sweet, Fire Chief Brian Alsbury, Police Chief Mathew Workman, City Recorder Dawne Shaw, Public Works Director Collin Stelzig, and City Manager Linda Engbretson met to discuss preliminary plans for enforcement of camping related to the Buoy 10 fishing season 2021, as well as coordination regarding garbage pickup, and traffic.

Camping Enforcement

- Public Works will be installing temporary fencing along the road and Seafarer's Park, prior to August 1 currently posted No Camping (additional signs in process)
- Harbor Master Sweet has ordered approximately 40 signs for no camping, no fires, and other restrictions for placement at both marinas (see attached camping rules as posted)
- Limiting camping to approximately 40 campsites in discussion we determined the area (4th Avenue right-of-way) for additional camping is likely too soft for any sort of traffic
- Marina Staff arrive at 4:30 am camping violation notices will be posted or provided (tickets given if not moved)
- Police will add patrol after hours camping violation notices will be posted or provided (tickets given if not moved)
- We have not yet received any applications for camp host

Traffic Control

• Police and CERT arrive at 5:00 a.m. Chief Workman coordinating with CERT and Marina Staff

Other

• Adding trash pickup on Saturday and Sunday

CAMPGROUND RULES

ONE RV, CAMPER, OR TRAILER ALLOWED PER SPACE

ONE VEHICLE ALLOWED PER SPACE

ONE SMALL TENT ALLOWED PER SPACE

ADDITIONAL VEHICLES ARE REQUIRED TO PAY PARKING FEE

LAUNCH FEE IS NOT INCLUDED WITH YOUR OVERNIGHT STAYS

NO OPEN CONTAINERS AWAY FROM CAMPSITE

KEEP YOUR AREA CLEAN AND FREE OF TRASH

No loud noise after 11 PM

KEEP DOGS ON LEASH OR UNDER YOUR VOICE CONTROL AND CLEAN UP THEIR MESS

RECEIPTS SHOULD BE CLEARLY VISIBLE AT THE FRONT OF THE CAMPSITE. PLEASE PLACE RECEIPT IN PROVIDED CLEAR POUCH LOCATED ON EACH NUMBERED SITE MARKER

MARINA RULES

All Moorage must go through marina office at (503) 861-8822 All pets must be kept on a leash No children under 12 without adult supervision No children under 12 without USCG approved PFD No swimming in basin or off the docks No bare feet and flat shoes are recommended No fueling from marina docks No wake and 5 MPH maximum speed Docks are for boat owners and their guests only Insurance is required of all boats mooring Any vessel charging fees must have a City of Warrenton business license The marina is not responsible in the event of damage, fire, theft, wind, or sinking

NO FISH CLEANING OR DUMPING CARCASSES INTO THE MARINA WATERS! Mathew J. Workman, Chief of Police

Badge Pinning and Oath of Office Ceremony

EPARTMEN

RENTON

OR

- Chief Workman will introduce each officer/reserve individually and either pin the badge on them or introduce who they choose to pin the badge on them.
- Chief Workman will then call for Mayor Balensifer or designee to administer the "Oath of Office"

Raise you right hand...

City of

Police

Warrenton

Do you solemnly swear that you will

- support the Constitution of the United States of America,
- the Constitution and Laws of the State of Oregon,
- the laws and ordinances of the City of Warrenton,
- > and the Rules and Regulations of the Warrenton Police Department

and that you will, well and faithfully, discharge the duties of the office to which you have been appointed, in and for the City of Warrenton, according to law, and to the best of your ability?

Congratulations!

Pride in Community · Excellence in Service 225 S. Main Avenue · P.O. Box 250 · Warrenton, Oregon 97146 (503) 861-2235 · Fax (503) 861-2863 http://www.ci.warrenton.or.us/police



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager Comp
DATE: July 13, 2021
SUBJ: Resolution No 2608 – Adopting the Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan

SUMMARY

Attached is a Resolution to adopt the County's updated Multi-Jurisdictional Natural Hazards Mitigation Plan. The County has worked with its partners and the public to provide input into this document and its update. Below are excerpts from the County's webpage regarding the how/why.

"The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan update is the result of a collaborative effort between the County, cities, special districts, citizens, public agencies, non-profit organizations, the private sector and regional organizations. A project steering committee guided the plan development process and was comprised of representatives from the above organizations. This Update was funded by staff time provided by local jurisdictions, state match provided by DLCD, but primarily funded by the Federal Emergency Management Agency's Pre-Disaster Mitigation Competitive Grant Program grant #PDMC17-PL-002."

The Federal Disaster Mitigation Act of 2000 (DMA 2000) requires that a community have an approved hazard mitigation plan in order to be eligible to apply for and receive FEMA hazard mitigation funds. Receipt of these funds can be critical to implementation of identified hazard mitigation program.

I have attached the Plan Update Comment Matrix and the Update Summary. A copy of the full plan can be found at:

https://www.co.clatsop.or.us/sites/default/files/fileattachments/emergency_management/p age/512/clatsopmjnhmp_draft_01192021.pdf

Or, in the Commission drop box under Master Plans.

Kevin Cronin, Scott Hess, and Richard Stelzig were the city's representatives and participated in meetings over the past couple of years.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2608 Adopting the Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan."

ALTERNATIVE

Other action as deemed appropriate by the City Commission.

FISCAL IMPACT

No specific fiscal impact currently.

Introduced by All Commissioners

A Resolution Adopting the Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan

WHEREAS, response to and recovery from major emergencies and disasters requires proper pre-planning; and

WHEREAS, Clatsop County has updated the original Multi-Jurisdictional Natural Hazards Mitigation Plan created in 2008 and updated in 2015; and

WHEREAS, Clatsop County invited 10 special districts to participate in the 2021 update thus increasing the total jurisdictional plan holders from six to sixteen; and

WHEREAS, the adoption of a Natural Hazards Mitigation Plan is required to seek assistance through FEMA for Pre-Disaster Mitigation, Hazard Mitigation and Flood Mitigation funds; and

WHEREAS, the use of the Natural Hazards Mitigation Plan will assist the City of Warrenton to better plan for and mitigate natural hazards in a more effective manner, so as to better protect and serve our citizens in times of crisis; and

WHEREAS, the adoption of the Natural Hazards Mitigation Plan provides a collaborative and community-wide view of the specific hazards and recommended mitigation strategies;

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Warrenton does hereby adopt the submitted Clatsop County Natural Hazards Mitigation Plan, which is available for viewing on the County website or in office of the Emergency Management Division.

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

This resolution shall take effect immediately upon its passage.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Plan Update Comment Matrix

Table V-1. Comments and Responses

#	Commenter	Comment	Response
	n/a	Why is hazard mitigation limited to physical events like earthquakes and not inclusive of public health/pandemic like events?	Pandemics have not been widely included in hazard mitigation plans, however mitigation can include public health events like pandemics. Unfortunately the multi-jurisdictional coordination on the emerging event was beyond the capacity of the group to include in this plan update.
	n/a	Make sure utilities companies are involved and resilient and / or have emergency backup such as solar. Our population depends daily on electricity, gas and communications. Water and sewer need utilities to function properly too.	Great point. The Clatsop County Emergency Manager does a good deal of coordination with utilities as do the participating jurisdictions in their capacity as drinking water and sanitary service providers.
	n/a	No mention here of tornado hazard, which seems to be a growing threat in this area.	Thank you for the feedback on the survey. The tornado hazard is included in the Windstorm and winter storm plan section.
	Sherri Gray	Need better info about the location and contents in the community emergency kits stationed in the neighborhoods in town and more of these kits.	Community emergency kits are a priority for many of the participating jurisdictions in this plan update. Please see the City of Seaside Community Risk Profile section for more information on this topic.
	n/a	No information given to public outside of city council meeting - again no community involvement to those who actually live work here.	Thank you for the feedback on the survey. The plan update process included five public steering committee meetings during plan development and a public review period for the plan after this comment was received.
	n/a	Moving the high school was the wrong choice in my opinion. Instead for the money we could have built a new tsunami-proof facility including an upper level escape platform thereby saving countless lives during the initial event, whether it hits during school times or any other time.	Thank you for the feedback and honest opinion. Consider two factors that informed this decision: a) the availability of state monies for seismic school safety; and b) the grave concern of decision makers that in the event of a tsunami, every parent will rush into the tsunami zone to save their child if it occurs

#	Commenter	Comment	Response
			during the school day. Fortunately, the school relocation does not preclude other relocations and the manner in which the project was implemented demonstrates the deep commitment and professionalism of civic leaders who are capable of doing more, like constructing a tsunami evacuation tower with future public support.
	Dolores Matthys	It's a lot to wrap your head around and plan for as a single homeowner with multiple pets to consider.	Thank you for taking the time to consider these hazards. It can be overwhelming, but by taking small steps towards preparedness, a good amount of progress can be made.
· · •	Neil Grubb	With age comes wisdom that we really can't forecast what Mother Nature will throw at us: Columbus Day Storm, Mt. St. Helens, Floods of 1996. All happened in a different way than predicted. Let's plan for the known events like traffic accidents and winter storms and not for those that Mother Nature will decide how, and when.	Thank you for the feedback and honest opinion. This plan update is conducted in accordance with Stafford Act requirements so that the participating jurisdictions will continue to qualify for hazard mitigation funds from the Federal Emergency Management Authority. Mitigation activities can save \$6 for each one spent and is thus considered a fiscally responsible course of action.
	Suzanne Myhra	I'm one of "those" Portland people who have a second home in Gearhart. I've gone through emergency preparedness in my HOA in Portland and know some of this but not things unique to the coast.	Thank you for your feedback and interest in coastal hazards. Please consider signing up for email alerts from Clatsop County Emergency Management if you haven't done so already. https://www.co.clatsop.or.us/em/page/clatsopalerts
	Stephen Davis	"Note: I am retired, so did not answer workplace questions. For the majority of the categories of concern I agree in general with the planning and preparation being considered. In the case of tsunami: EARLY WARNING should be THE PRIME CONCERN. That is the only thing that will save lives. In the case of a major Cascade Fault quake, the resulting tsunami will be totally	Thank you for the feedback on the survey. Unfortunately you are correct about the relative risk of a Cascadia subduction event. You will likely find the specific data included in the newly-published final Natural Hazard Risk Report for Clatsop County to be of significant interest. We also think you'll appreciate much of the updated plan sections on earthquake and tsunami.

•

#	Commenter	Comment	Response
		devastating to the entire OR North Coast.	
		Preservation of property within the contact zone, if	Fortunately we do know that seismic improvements
		anything should be a minor subject. There won't be	to buildings DO save lives and money in the
		any structural and in some areas geographical	variability of events that occur as evidenced by the
		property remaining. Finances and efforts to	seismic resilience of Chile after decades of significant
		reinforce infrastructure, other than bridge quake	rehabilitation efforts following numerous
		reinforcement are a waste of time and effort.	earthquake disasters. But the potential impact of
		There won't be anything there. And anyone who	improvements like this do vary by location and
		isn't out of the danger zone by the time the	again, the new Risk Report addresses this subject
		tsunami comes ashorewon't come out. That may	with some model results.
		sound harsh, but take a look at the Japan disaster	
	1	videos for confirmation. Again, Early Warning is the	Early warning is beyond the scope of local
		only thing that will save lives. That should be	mitigation, but it is supported by the group.
		where all effort is focused. Secondary planning for	
		food, water, medical need to be in the plan, but	Finally, thank you for your note about the Seaside
	1	first people have to survive.	early warning speaker system—the public officials
		I really don't think that most citizens here fully	there are working to improve hazard mitigation tools
		understand what will happen. There seems to be	like this so your input is valuable.
		an attitude ofOh my, a big wave could come in,	
		and we will need to get up to the hill while it	
		happens, and then go back home.	
		I hope the Emergency Planning Committee	
	!	understands that there won't be any home to go	
	-	to, if fact there won't be any Seasideand that is	
		the scenario that has to be planned for.	
		Any assistance from military sources should	
	:	probably be forgotten. Especially those on the	
		coastthey won't be there.	
		Any plan involving tsunami disaster should have a	
		control center located inland and well designed for	
		earthquake protection. And people expected to	
		manage the event and aftermath should not live in	
		the coastal zones.	

#.	Commenter	Comment	Response
		One last comment. The existing Seaside early warning system speaker system from where I live is terrible. It is mushy and not understandable. Also, constant testing has made it commonplace practice and consequently people tune it out. Enough out of me. Thanks for all your hard work and concern. It is appreciated."	
	n/a	Confidental Please! As a employee of Safeway I have carded people from all over th US with Covid 19 going & some of these poeple are from hot zones. Yes I understand they pay are wages, but this does scares me for my safety & other in are communety.	Thank you for the feedback on the survey. Essential workers like yourself are on the frontlines of the war against this virus. Successful methods for encouraging or requiring the public to stay home over an extended time period is proving to be one of the biggest challenges of this long-duration pandemic event. We wish you health and safety.
	n/a	Why not mention tornado destruction, more of which can be expected here owing to climate change. Manzanita has already experienced severe tornado damage twice. First responders need to have mitigation and cleanup equipment, which they don't currently.	Thank you for the feedback on the survey. The tornado hazard is included in the Windstorm and winter storm plan section.
-	Matthew Johnson	Does the county have redundant back up plans for shelter/first aid?	Clatsop County recently completed a Mass Care Plan which augments the Emergency Operations Plan. Hopefully these documents address your question.

C. Plan Changes

CLATSOP COUNTY REVIEW TOOL COMPARISON: Approved 2016 Clatsop NHMP to Proposed 2021 Plan Update:

Table of Contents/Plan sections of the 2015 plan as compared with proposed sections for the 2021 update to meet the FEMA-required elements.

REQUIREMENT	FEMA REVIEW TOOL ELEMENT	Approved 2015 Clatsop NHMP	Proposed 2021 Plan Update
Requirement: 44 CFR §201.6(c)(1)	A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction?	Introduction (Vol. I: pp 5 to 12) City Addendums (Vol. III: pp. 117-118, pp.167- 17(?), pp.219-226, pp. 268-270, pp. 321-322)	Acknowledgements Community Risk Profile Planning & Public Process: Meeting Sign-In Sheets & Notes
Requirement: 44 CFR §201.6(b)(2)	A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process?	City Annexes (Vol. II: pp. 285-287) Planning & Public Process Vol IV: Appendix B, pp. 459-470, pp. 493-521; Community Organizations (Appendix G, pp. 641-651.)	Acknowledgements Community Risk Profile Planning & Public Process: Meeting Sign-In Sheets & Notes.
Requirement: 44 CFR §201.6(b)(1)	A3. Does the Plan document ho w the public was involved in the planning process during the drafting stage?	Survey 1(Vol. IV: Appendix E, pp. 611-631); Survey 2 (Appendix F, pp. 633-640).	Acknowledgements Community Risk Profile Planning & Public Process: Meeting Sign-In Sheets & Notes Survey?
Requirement: 44 CFR §201.6(b)(3)	A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information?	Existing Plans and Policies (Vol. I: p. 31) City Addenda (Vol. III: pp. 130-132, pp. 183- 185, p.232, pp. 284-285.)	Existing Plans and Policies Hazard Chapters Community Risk Profile
Requirement: 44 CFR §201.6(c)(4)(iii)	A5. Is there discussion of how the communities will continue public participation in the plan maintenance process?	Continued Public Involvement & Participation (Vol. I: pp. 43-44) City Annex (Vol. III: p. 260)	Plan Maintenance: Continued Public Involvement & Participation
Requirement: 44 CFR §201.6(c)(4)(i)	A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)?	Plan Maintenance (Vol. I: pp. 40-44)	Plan Maintenance

REQUIREMENT	FEMA REVIEW TOOL ELEMENT	Approved 2015 Clatsop NHMP	Proposed 2021 Plan Update
Requirement: 44 CFR §201.6(c)(2)(i)	B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)?	Hazard Annexes (Vol. II: pp. 47-111) City Addendums (Vol. III: pp. 135-157, pp. 186-200, pp.224-225, pp. 289-311, pp. 343- 364)	Hazard Chapters Community Risk Profiles
Requirement: 44 CFR §201.6(c)(2)(i)	B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction?	Hazards (Vol. II: p. 48, p. 54, p. 58, pp.66-67, p.77, p.81, pp. 95-96, pp. 100-101, pp. 107- 108) Cities (Vol. III: pp. 135-157, pp.186-200, pp. 224-225, pp. 289-311, pp. 343-364.)	Hazard Chapters
Requirement: 44 CFR §201.6(c)(2)(ii)	B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction?	Hazards (Vol. II: pp. 47-111) City Annexes (Vol. III: pp. 135-157, pp. 186-200, pp. 224-225)	Community Risk Profiles
Requirement: 44 CFR §201.6(c)(2)(ii)	B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods?	Flood Hazard Chapter (Vol. II: p. 72)	Flood Hazard Chapter Community Risk Profiles
Requirement: 44 CFR §201.6(c)(3)	C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs?	Plan Implementation and Maintenance (Vol. I: pp. 38-39)	Plan Implementation and Maintenance Gov. Org/ Geography, Risk Assessment; Com Risk Profile, RA; Tools & Assets, Mitigation Strategy
Requirement: 44 CFR §201.6(c)(3)(ii)	C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate?	Flood Hazard Chapter Vol. I: 71-72 City Addenda (Vol. II: pp. 145-146, pp. 194- 195, pp. 297-298, pp. 351-356)	Flood Hazard Chapter Community Risk Profiles
Requirement: 44 CFR §201.6{c}(3}(i)	C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards?	Goals (Vol. I: p.35) Ci ty A ddenda (Vol. II: p. 249, pp. 365-366)	Mitigation Strategy
Requirement: 44 CFR §201.6(c)(3)(ii)	C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure?	City Addenda (Vol. III: pp. 157-159, pp. 200- 211, pp. 250-252, pp. 312-314, pp. 365-366, pp. 369-393) Action Item Forms (Vol. IV: pp. 397-458)	Mitigation Strategy
Requirement:	C5. Does the Plan contain an action plan that describes how the actions identified will be	Project Prioritization (Vol. I: pp. 40-43)	Project PriorItization

REQUIREMENT	FEMA REVIEW TOOL ELEMENT	Approved 2015 Clatsop NHMP	Proposed 2021 Plan Update
44 CFR §201.6(c)(3)(iv)); Requirement: 44 CFR §201.6(c)(3)(iii)	prioritized (including cost benefit review), implemented, and administered by each jurisdiction?	Econ Analysis of NHM Projects (Vol. IV: Appendix C pp. 523-532)	Econ Analysis of NHM Projects
Requirement: 44 CFR §201.6(c)(4)(ii)	C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate?	Plan Implementation and Maintenance (Vol. I: pp. 38-39) City Addendums (Vol. III: p. 160, pp. 202- 211, pp. 255-257, p.367) Action Item Forms? (Vol. IV: pp. 400-401)	Plan Implementation and Maintenance, Implementing the Plan
Requirement: 44 CFR §201.6(d)(3)	D1. Was the plan revised to reflect changes in development?		
	a. The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved. If no changes in development impacted the jurisdiction's overall vulnerability, plan updates may validate the information in the previously approved plan. Changes in development means recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions (for example, climate variability, declining populations or projected increases in population, or foreclosures). Not all development will affect a jurisdiction's vulnerability.	Community Overview (Vol. I: pp. 15-22)	Community Profile
Requirement: 44 CFR §201.6(d)(3)	D2. Was the plan revised to reflect progress in local mitigation efforts? The plan must describe the status of hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.	Action Item Forms (Vol. IV: Appendix A pp. 397-458)	Community Risk Profile(s)

REQUIREMENT FEMA REVIEW TOOL ELEMENT

Approved 2015 Clatsop NHMP

Proposed 2021 Plan Update

Requirement: 44 CFR §201.6(d)(3)

D3. Was the plan revised to reflect changes in priorities? The plan must describe if and how any priorities

changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan. Plan Maintenance (Vol. I: pp. 40-43) Economic Analysis of NHM Projects (Vol. IV: Appendix C pp. 523-532) How did these meet this req.?

Mitigation Strategy Planning Process



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager Zree
DATE: July 13, 2021
SUBJ: Resolution No 2609 – Describing Distribution of Transient Room Tax Funds

SUMMARY

During budget committee deliberations we discussed the Transient Room Tax distribution, specifically to the Lower Columbia Tourism Committee. At the time, the budget committee recommended and adopted the reallocation of the 6.8% share from LCTC to the Hammond Marina.

At the June 8, 2021, commission meeting, David Reid, Executive Director of the Chamber presented information regarding marketing targets and activities of the LCTC, how the funds are used and the importance of Warrenton's voice and dollars to the committee. He requested the Commission reconsider the removal of TRT from LCTC. Discussion was held regarding the feeling of Warrenton's disconnect and that if any Warrenton TRT funding remains committed to LCTC, how do we become a better partner with direction on how to implement Warrenton goals as part of the LCTC process.

Staff is presenting 4 options:

- 1. No change to distribution 6.8% contributes approximately \$52,782.37 to LCTC
- 2. Change distribution to zero contributes an increase of approximately \$52,782 to Hammond Marina Capital Reserve
- 3. Change distribution to 2% contributes approximately \$15,524.23 to LCTC and an additional \$37,258.14 to Hammond Marina Capital Reserve
- 4. Change distribution to 3% contributes approximately \$23,286.34 to LCTC and an additional \$30,000 to Hammond Marina Capital Reserve

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2609 Describing the Distribution of Transient Room Tax Funds, Repealing Resolution No. 2269."

OR

Take no action and Resolution No. 2269 Remains in place.

ALTERNATIVE

Other action as deemed appropriate by the City Commission.

FISCAL IMPACT

One of the Commission's adopted goals for this year includes – "aggressively pursuing revenue opportunities."

		Original		As amend	led by Budget	<u>Committee</u>	Ifam	ended to 2% t	for LCTC	<u>If am</u>	ended to 3% t	for LCTC
	Rate	Estimate	Amount in	Rate	Estimate	Amount in	Rate	Estimate		Rate	Estimate	
			Budget*			Budget*		Tanil of				
LCTC	6.80%	52,782.37	66000	0.00%		0	2.00%	15,524.23	20,000.00	3.00%	23,286.34	26,000.00
VC	5.84%	45,330.74	58000	5.84%	45,330.74	58,000.00	5.84%	45,330.74	58,000.00	5.84%	45,330.74	58,000.00
HAMMOND	19.44%	150,895.47	166000	26.24%	203,677.83	232,000.00	24.24%	188,153.61	212,000.00	23.24%	180,931.50	206,000.00
	and the second second	N. 18 7.17				STRUCTURE STR						
	32.08%	\$249,008.58	\$290,000.00	32.08%	\$249,008.57	\$290,000.00	32.08%	\$249,008.58	\$290,000.00	32.08%	\$249,548.58	\$290,000.00

*The amount in the budget is slightly inflated in the event receipts are better than expected, so that we will have spending authority to pass the amounts on to the tourism purposes. The budget will not be amended for the 2% or 3% change as total spending authority in the fund will not change. The resolution will dictate the distribution. LCTC and VC should use the estimated amounts when preparing their budgets.

Optim 2

Describing the Distribution of Transient Room Tax Funds

Repealing Resolution No. 2269

WHEREAS, the City Commission of the City of Warrenton wishes to allocate Transient Room Tax Funds in the following manner:

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

The City shall deposit 100% of the taxes collected and imposed by Ordinance No. 912-A and its Amending Ordinance No. 1133-A into the accounts designated below and distributed as follows:

- 26.24% of net taxes collected by the City will be deposited into the Transient Room Tax Fund for a tourist related facility, and subsequent distribution to the Hammond Marina Capital Reserve Fund.
- 2. 5.84% of the net taxes collected will be deposited into the Transient Room Tax Fund for tourism promotion for the operation of the Chamber of Commerce's Visitor Center operations.
- 3. The City will deposit the balance of the total taxes collected into the appropriate fund (General Fund) in accordance with Oregon Budget Law.

This Resolution shall be effective immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 13th day of July 2021.

APPROVED

Henry A. Balensifer, III, Mayor

ATTEST

Optim 3

Describing the Distribution of Transient Room Tax Funds

Repealing Resolution No. 2269

WHEREAS, the City Commission of the City of Warrenton wishes to allocate Transient Room Tax Funds in the following manner:

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

The City shall deposit 100% of the taxes collected and imposed by Ordinance No. 912-A and its Amending Ordinance No. 1133-A into the accounts designated below and distributed as follows:

- 1. 24.24% of net taxes collected by the City will be deposited into the Transient Room Tax Fund for a tourist related facility, and subsequent distribution to the Hammond Marina Capital Reserve Fund.
- 2. 5.84% of the net taxes collected will be deposited into the Transient Room Tax Fund for tourism promotion for the operation of the Chamber of Commerce's Visitor Center operations.
- 3. 2.00% of net taxes collected by the City will be deposited into the Transient Room Tax Fund for tourist promotion, and subsequent distribution to the Lower Columbia Tourism Council.
- 4. The City will deposit the balance of the total taxes collected into the appropriate fund (General Fund) in accordance with Oregon Budget Law.

This Resolution shall be effective immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 13th day of July 2021.

APPROVED

Henry A. Balensifer, III, Mayor

ATTEST

20tim

Describing the Distribution of Transient Room Tax Funds

Repealing Resolution No. 2269

WHEREAS, the City Commission of the City of Warrenton wishes to allocate Transient Room Tax Funds in the following manner:

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

The City shall deposit 100% of the taxes collected and imposed by Ordinance No. 912-A and its Amending Ordinance No. 1133-A into the accounts designated below and distributed as follows:

- 1. 23.24% of net taxes collected by the City will be deposited into the Transient Room Tax Fund for a tourist related facility, and subsequent distribution to the Hammond Marina Capital Reserve Fund.
- 2. 5.84% of the net taxes collected will be deposited into the Transient Room Tax Fund for tourism promotion for the operation of the Chamber of Commerce's Visitor Center operations.
- 3. 3.00% of net taxes collected by the City will be deposited into the Transient Room Tax Fund for tourist promotion, and subsequent distribution to the Lower Columbia Tourism Council.
- 4. The City will deposit the balance of the total taxes collected into the appropriate fund (General Fund) in accordance with Oregon Budget Law.

This Resolution shall be effective immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 13th day of July 2021.

APPROVED

Henry A. Balensifer, III, Mayor

ATTEST



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

Lucinda Lessley Acting Administrator U.S. Maritime Administration U.S. Department of Transportation 1200 New Jersey Avenue, S.E. Washington, D.C. 20590

Dear Acting Administrator Lessley:

As Mayor of the Warrenton City Commission, I am writing in support of the PIDP grant application submitted by the Port of Astoria for the rehabilitation of Pier 2 West. This pier is an economic driver of major importance to the region and the state. I am excited by the prospect of a stronger, more stable and enduring pier that will support the region's economic competitiveness for many decades to come.

Pier 2 West has little to no remaining design life. A large proportion of its structural timber components are in poor to critical condition. Large steel plates have been laid down on various portions of the dock to cover gaping holes in the asphalt and concrete decking. Sections of the dock are cordoned off from any use whatsoever. The Oregon Dept of Transportation has imposed a 3-ton weight limit on the dock. Although these measures allow operations to continue, they present significant safety issues and reduce the efficiency of the operations on the pier. The rapidly deteriorating condition imperils the reliability of the movement of goods across the pier. Without the rehabilitation work this grant will enable, fish processing operations on the pier are literally in peril.

Despite these challenges, the fish processing operations that depend on Pier 2 West play a major role in both the regional and national commercial fishing industry. Pier 2 West contributes a significant proportion of the total Astoria fish landings. Without the pier, Astoria would lose its place as 10th in the Nation for total pounds landed (for 2019 - the most recent data available). Based on a very recent Economic Impact Analysis of Pier 2 West, the total economic output from operations on the pier is just over \$100 million dollars; this includes the direct, indirect, and induced economic effects of both the labor income as well as the value of the end products. Also, a large proportion of the landed fish are processed for export on the international market; loss of these exports will exacerbate current U.S. trade deficits for fish products.

Failure of the pier would force the relocation of current operations and significantly increase truck vehicle miles traveled on U.S. highways; consequently, road maintenance costs, truck emissions, and road accidents & injuries would also increase. This project will ensure that the existing fish processing plants located on the pier will be able to continue their operations on Pier 2 West without interruption and thereby avoid these consequences.

Thank you for your consideration of the Port of Astoria's application. Feel free to contact me with any questions.

Sincerely,

Henry A. Balensifer III Mayor

"Making a difference through excellence of service"



AGENDA MEMORANDUM

TO:	The Warrenton City Commission
FROM:	Collin Stelzig P.E., Public Works Director
DATE:	July 13, 2021
SUBJ:	Change Order #1 -SW Alder Ave 2 nd to 1 st Reconstruction Project

SUMMARY

The SW Alder Ave 2nd St to 1st St reconstruction project was awarded to Big River Construction and a notice to proceed was given on June 28, 2021. The contract has a substantial completion date of August 9th, 2021, with a final completion date of August 19th, 2021. This change order is a request to extend those dates to September 19th, 2021, and September 21st, 2021, respectively. The project team determined it would be best to postpone the start date, due to conflicts with other projects and with this portion of SW Alder Ave being part of the Fourth of July Parade route. The new project start date would be July 19th, 2021.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve Change Order #1 – SW Alder Ave 2nd to 1st Reconstruction Project, moving the substantial completion date from August 9th, 2021 to September 16th, 2021." ...

ALTERNATIVE

1) None recommended

FISCAL IMPACT

There will not be a fiscal impact to the budget with this change.

Approved by City Manager: inde ny ne) 9 1 All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

1000

City of Warrenton Project: SW Alder Ave 2nd to 1st Contract Section Change Order Form

Change Order No. 1

Date if Issuance:

Effective Date:

Owner: City of Warrenton		
Project: SW Alder Ave from 2nd to 1st Street	City Project #: 040-431-620087	
Engineer: A. M. Engineering	Engineer's Proj #:	
Contractor: Big River Construction	Contractor's #:	
Original Contract: \$409,846.26	Notice to Proceed Date: June 28, 2021	
City Project Manager: Collin Stelzig P.E., Public Works Director		
Project Location: SW Alder Ave from 2nd to 1st Street		

The Contract Documents are modified as follows upon execution of this Change Order Description:

Work shall include:

 Extending the start date from 6/28/2021 to 7/19/2021. With substantial completion 9/16/2021 and final completion 9/21/2021. Original contract stated 8/9/2021 as substantial completion date and 8/19/2021 as final completion dates.

	Original contract times:	Working days	Calendar days
Extend contract days	Original contract time	_45_New contract days	45
Substantial Completion	Date:		September 16, 2021
This will require substan	tial completion by:		September 16, 2021

Attachments:	Contractor's request and invoic	es	
Current Contract Price:			\$409,846.26
Increase of this Chai	nge Order:	\$	-
Contract Price incorporating this Change Order:		\$	409,846.26

The above prices and specifications of the change order are satisfactory and are hereby accepted. This change order amount and extension of time constitutes total compensation for the change, including compensation for all impacts and delays relating to the change and their cumulative effect on the project to date. All work shall be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

RECOMMENDED	ACCEPTED:		ACCEPTED:	
Engineer signature	Contractor signature	Owner Signa	ature/Title	
Date:	Date:	Date:		
Approved by Funding A	gency (if applicable):			
Agency:		Title:	Date:	

Project Status Form

Owner: City of Warrenton

Project: SW Alder Ave from 2nd to 1st Street

Engineer: A. M. Engineering

Contractor: Big River Construction

Original Contract: \$409,846.26

City Project Manager: Collin Stelzig P.E., Public Works Director

Project Location: SW Alder Ave from 2nd to 1st Street

City Project #: 040-431-620087 Engineer's Proj #: Contractor's #: Notice to Proceed Date: June 28, 2021

со	Change Order Amount/ Allowance Amt.	C.O. Days	Commission Date	
	Allowance Ami.			REASON FOR CHANGE
	New Contract Amount	New Total	New Comp. Date	
#1	\$ -	0	July 13, 2021	Start date extension.
	\$409,846.26	45	September 16, 2021	
#2				
#∠				
#3				
#4				
#5				
#6				
#7				
#8				
		Project	Summary	
	Contract amount	Contract days	Completion Date	
	\$ 409,846.26	45	September 16, 2021	



AGENDA MEMORANDUM

TO:	The Warrenton City Commission
FROM:	Dawne Shaw, City Recorder
DATE:	July 13, 2021
SUBJ:	Second Reading of Ordinance No. 1253; Street Vacation Petition No. 156

SUMMARY

At its June 22, 2021 meeting, the City Commission held a Public Hearing for Street Vacation Petition No. 156, for a portion of SE Pacific Avenue. The first reading of Ordinance No. 1253 was also conducted on this date. The Ordinance is presented this evening for its second reading and adoption.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the second reading, by title only, of Ordinance No. 1253; an Ordinance Vacating a Portion of SE Pacific Avenue, in the City of Warrenton, Oregon."

"I move to adopt Ordinance No. 1253."

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. 1253

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE VACATING A PORTION OF SE PACIFIC AVENUE, 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 SE Pacific Avenue, 60.00 wide, lying between the North right-of-way line of previously vacated SE 2nd Street (Vacated per City of Warrenton Ordinance No. 569-A, dated December 20, 1971) and a line parallel with and 100.00 feet of southerly when measured perpendicular to the centerline of the Warrenton-Astoria Highway (East Harbor Street)) (100.00 feet wide).

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, June 22, 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 SE Pacific 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 13th day of July, 2021.

First Reading: June 22, 2021 Second Reading: July 13, 2021

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor



AGENDA MEMORANDUM

TO:	The Warrenton City Commission
FROM:	Linda Engbretson, City Manager
DATE:	July 13, 2021
SUBJ:	Vacation Rental Revocation

SUMMARY

Please see the attached letter from Will Caplinger, Interim City Planner, regarding complaints and issues with the 1564 SE Honeysuckle Loop Vacation Rental.

Staff is bringing this to the Commission requesting you revoke the Vacation Rental at 1564 SE Honeysuckle Loop as granted at the January 12, 2021 City Commission Meeting.

With revocation, staff will follow through with appropriate enforcement.

RECOMMENDATION/SUGGESTED MOTION

"I move to revoke 1564 SE Honeysuckle Loops designation as an approved/granted Vacation Rental in the City of Warrenton."

ALTERNATIVE

Other action as deemed appropriate by the City Commission.

FISCAL IMPACT N/A



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

July 2, 2021

To:	Linda Engbretson
	City Manager

From: Will Caplinger Interim City Planner

Re: 1564 SE Honeysuckle Loop Vacation Rental Revocation Owner: Marissa Lauren

Background:

At the meeting of January 12, 2021, the City Commission discussed two properties, 1564 SE Honeysuckle Loop and 868 5th Avenue, both owned and operated by Ms. Lauren as Vacation Rentals. The Commission considered the Honeysuckle Loop use to be a "permitted, grandfathered vacation rental" and extended the "grandfathered" designation to the 5th Avenue use. The minutes reflect that the Commission reserved the right to rescind the grandfathered status "if there are problems," which there are, as described below.

Problems:

• <u>The grandfathering was not applicable in this case</u>. The generally accepted definition of a grandfathered land use or structure is that it was legal when established but does not conform to the standards of the current zoning ordinance. At the time of the Commission's decision, the Warrenton Municipal Code (WMC) did not list Vacation Rentals among the Permitted Uses or Conditional Uses in any zone. A use established unlawfully cannot be grandfathered.

On January 22, 2019, the Commission adopted Ordinance 1224, which added Section 8.24 *Homestay Lodging* to the WMC. This section only contained standards applicable to Homestay Lodging and Vacation Rentals, and it did not actually authorize these uses. Section 8.24.020 stated that, "Homestay Lodging is permitted in certain residential zones as specified in Title 16 Division 2 of the Warrenton Municipal Code" but that statement was not true. The uses were not added as Permitted or Conditional Uses until Ordinance 1248 was adopted on May 11, 2021.

• <u>1564 SE Honeysuckle Loop is in the Residential High Density (RH) Zone</u>, which does not allow Vacation Rentals. Ordinance 1248 did not list Vacation Rentals in the RH Zone, i.e., the use is still unlawful.

• <u>The Vacation Rental has resulted in numerous, continual complaints from neighboring residents</u>, including, but not limited to, excessive noise after hours, illegal parking, and overbooking. The building is a duplex, and the Transient Tax application stated that only Unit A, with two bedrooms, would be used as a Vacation Rental. However, neighbors have reported occasions when both duplex units have been rented out with 12 or more persons; moreover, the listing states that, "This listing is for exclusive use of duplex."

Recommended Action:

Request the City Commission to rescind the grandfathering designation or direct staff to revoke the Vacation Rental permit.

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AGENDA MEMORANDUM

TO:The Warrenton City CommissionFROM:Linda Engbretson, City ManagerDATE:July 13, 2021SUBJ:PSA – Interim Planning

SUMMARY

We have reached our initial limit on the professional services agreement with Will Caplinger to provide interim planning services. Extending the contract will exceed my signing authority. We have re-advertised the position with next review July 23.

RECOMMENDATION

"I move to authorize the Mayor's signature on the contract with Will Caplinger for interim planning services."

ALTERNATIVE None recommended.

FISCAL IMPACT

FY 2021-22 Budget includes professional services. An adjustment from personnel services may need to take place within the fiscal year.

CITY OF WARRENTON CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

This Contract made and entered into this 13th day of July, 2021, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Two Branches Consulting, LLC, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project. See Attachment Exhibit A. Proposal Dated April 4, 2021 for Interim Planning Services.

2. <u>COMPENSATION</u>

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$50,000.00 for performance of Interim Planning Services;

B. The CONSULTANT will submit a final invoice referencing Interim Planning Services for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to <u>ap@ci.warrenton.or.us</u>. City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. <u>CITY'S REPRESENTATIVE</u>

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager,

City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be William Caplinger.

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion

of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. <u>NONWAIVER</u>

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

11. ATTORNEY'S FEES

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

12. <u>APPLICABLE LAW</u>

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

of negligence of CONSULTANT.

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

15. INSURANCE

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

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

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

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

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

16. <u>LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND,</u> <u>LIENS AND WITHHOLDING TAXES</u> ORS 279B.220 CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. <u>OVERTIME</u> ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. <u>SEVERABILITY AND SURVIVAL</u>

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY:

Linda Engbretson, City Manager

By:_____ Date
Title: _____

ATTEST:

Dawne Shaw, City Recorder

Attachment A

Proposal for City of Warrenton, Oregon

Interim Planning Services



Two Branches Consulting, LLC

William Caplinger, AICP 7th Floor, No. 10 Alley 15, Lane 100 Section 1 Zhongcheng Rd. Taipei 11148, Taiwan (503) 468-1015 <u>caplingerwill@gmail.com</u>

April 4, 2021

PROJECT SUMMARY

Provision of interim municipal planning and land use services.

SCOPE OF WORK

Two Branches Consulting, LLC ("Consultant") will provide remote interim planning and land use services for the City of Warrenton ("City"), including, but not limited to, the following tasks:

Task 1: Process permit applications:

- a. Provide technical review and approval of development and land use applications.
- b. Communicate with applicants to ensure satisfactory completion of the planning process.
- c. Coordinate development plans with City staff and other jurisdictional agencies.
- Task 2: Attend Planning Commission, City Commission, and other meetings:
 - a. Prepare staff reports, recommendations, and documents as necessary.
 - b. Attend meetings remotely via Zoom, GoToMeeting, Skype or other platforms.
 - c. Make presentations and provide comments and testimony.
- Task 3: Interact with City staff and the public:
 - a. Collaborate with the outgoing Community Development Director to develop a work plan and ensure a smooth transition while the City recruits for a permanent position.
 - b. Be available to respond within 2-to-4 hours to questions or requests for information from City staff or elected City officials.
 - c. Be available to respond within 24 hours to questions or requests for information from individuals, businesses, citizen groups, other planning or jurisdictional agencies, and local or state representatives.

Task 4: Accept and complete other work as assigned by the City Manager or designee.

CONSULTANT AVAILABILITY

- Due to the short time that the current Community Development Director will be available for coordination of work, Consultant will be available starting any date after April 5, 2021 upon notice from City to commence work.
- Consultant ensures availability for a minimum of 25 hours per week.

CONSULTANT FEES

Consultant will provide services on a T&M basis, at the following rates:

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- \$90/hr for professional work including, but not limited to, Tasks 1-4 above.
- Reimbursement at cost for any expenses incurred in performing work under Tasks 1-4 above.

VALIDITY PERIOD

This proposal is subject to negotiation with the City and is valid for 21 days after the proposal date.

Will Caplinger

Will Caplinger

Accepted By:

Date:

FISCAL YEAR:	APPLICATION FOR NEW B	USINESS I	FOR OFFICE	USE ONLY		
2020 2021	2020 –2021 CITY OF WARRENTON		DATE RC'D:			
VALID: JULY 1 ~ JUNE 30	P.O. Box 250		AMOUNT PAID:			
LICENSE NUMBER:	225 South Main Ave. Warrenton, OR 97146					
LICENSE NUMBER:	503-861-2233		CHECK / M. O. :			
BUSINESS NAME: Two Brai	nches Consulting, LLC PHONE: (503) 468	<u>-1015</u>				
PHYSICAL SITE: 7th Floor	No 10, Alley 15, Lane 100, Section 1 Zhon	<u>gcheng Rd, Taipei</u>	<u>11148 Taiwan</u>			
FAX: <u>N/A</u>		EMAIL: caplinge	rwill@gmail.com	1		
MAILING ADDRESS: Same	e as above	OWNER: William	Caplinger			
	······································	OWNER PHONE:	(503) <u>468-1015</u>			
LOCA	L WORKSITE ADDRESS (if different from	n above):				
DATE WORK BEGIN	S IN THE CITY OF WARRENTON: Perp	ending PSA with C	ity of Warrenton	(+/4/12/21)		
Emergency Contact: Lillia	an Hung		86988018577			
Na		Phone				
Type of Business: Land U	Ise Consultant	. Do Custor	ners Visit Site?	Y / N		
Construction Contractor Bo	ard #: <u>N/A</u>	- Fire Spri	nkler System?	Y / <u>N</u>		
Alarm System? Y / N If Y	YES, circle type: AUDIBLE SILENT	HOLDUP	FIRE	OTHER		
Alarm Company Name:		Phone # :				
On-site Storage of Hazardous	Materials? Y / <u>N</u>					
Base Fees:						
Annual		\$ 60.00				
Partial Year ¹		\$ 30.0) <u>\$30.(</u>	00		
(Partial year fee applies if b	ousiness operations started after December	31, 2020)				
Frankright Frankright						
Employee Fees: Number of Employees(x \$5.00					
Total Fees (must be paid with a	theck or money order)		\$	30.00		
	to the initial application only. Subsequent applications are	at the full annual rate.				
	APPLICANT INFORM	ATION				
Name: <u>William Caplinger</u>	Position:_ <u>Owner/</u>	Consultant	Phone: <u>(503</u>	<u>) 468-1015</u>		
Contact Information (if different from above):						
By signing this form. I ackn	owledge I have read & understand the p	olicies on the reve	rse.			
William Caple						
Signature	Date			_		

ALL INFORMATION MUST BE COMPLETED BEFORE THE APPLICATION WILL BE ACCEPTED.



AGENDA MEMORANDUM

TO:	The Warrenton City Commission
FROM:	Linda Engbretson, City Manager
DATE:	July 13, 2021
SUBJ:	City Manager Recruitment – Discussion Item

I have attached the *Guide to Recruiting a City Administrator*, 2015 Edition from the League of Oregon Cities as a resource. In my mind, the first decision is whether to hire outside assistance for the recruitment process. My initial sense is that we need, at the very least, assistance with the application review, background checks, and interview process. As I have been through this a few times, I can provide feedback on the process and staff resources. We have done it both ways in the past. Making this decision will determine next steps.

The City Commission must establish standards, criteria, and policy directives for hiring the new City Manager if you plan to meet in Executive Session at any time during the process to discuss the qualifications, selection, and hiring of the Chief Executive Officer. The City adopted a resolution with a profile, job description, and recruitment process/timeline to meet this requirement in the past. I will provide examples as you make decisions on how you are moving forward. Regardless of choosing in-house or hiring a consultant, I strongly recommend a work session to review the current job description and any new criteria you may be looking for in the future City Manager for Warrenton.

LEAGUE OF OREGON CITIES

A GUIDE TO RECRUITING A CITY ADMINISTRATOR

March 2015



Published by the League of

Oregon Cities

A Guide to Recruiting a City Administrator

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Introduction

As a city councilor, one of the most important responsibilities you may have during your tenure is to select a new manager or administrator. Your city administrator or manager (referred to as "administrator" in this guide) is the most pivotal employee in your city organization. He or she functions as the critical link between the council and staff. The administrator assures that council policy becomes reality in day-to-day services and that those services are delivered effectively.

The optimal relationship between the administrator and the council, employees and the community is different for each city. Because hiring an administrator is such an important decision, you'll want to be very deliberate. For the sake of your community, it is critical that a thorough, well-defined process be used to select the best candidate possible.

Fortunately, most cities don't have to replace administrators very often. On the other hand, since cities generally don't have a lot of experience in the recruitment process, they can be uncertain about how best to proceed. This guide can help your council review recruitment technique alternatives, understand each of the required steps, devise a recruitment plan that meets your community's needs, recruit an administrator and execute an employment agreement. The options below will be discussed in greater detail, and tools will be provided to help the governing body carry out specific steps.

<u>Disclaimer</u>

The Guide to Recruiting a City Administrator not a substitute for legal advice. To ensure compliance with federal, state, and any applicable local laws, city officials conducting a city manager or administrator recruitment are advised to seek the advice of their city attorney.

<u>Recruitment Techniques</u>

There are two basic alternatives available to a city that is seeking an administrator:

1. Hire a private recruiting firm to do all or some of the following:

a. Search for appropriate candidates

b. Screen the candidates based upon city requirements

c. Set up interview schedules and assist the council with interviews and selection; or

2. Perform all the steps in-house.

Pros and Cons of the Two Techniques

TECHNIQUE	PROS	CONS			
1	Full service, relieves staff and council from recruiting/screening chores. Level of service depends on community's specifications				
e c	Actively solicits candidates				
cutiv Firm	May be able to dedicate more time to the project than the city is able to	Often expensive, depending on level			
Private Executive Recruiting Firm	Knows current availability of managers, often throughout the United States, who are seeking a new community	of services purchased			
va	Have experience, can verify success record				
Pri R	Acquainted with many managers on regional or national basis				
2	Least expensive	Unfamiliar with process which may result in serious or costly mistakes			
	Provides council with greatest involvement in process	Of these alternatives, requires most time from council members			
I ss		Council doesn't normally solicit or know of potential candidates			
Self-Administered Recruitment Process		Outside resources required for background checks unless a full service human resources program is available			
elf-Adn cruitme	Works best when city has professional human resources staff	Recruitment can interfere with normal city business and require extensive staff time			
S, Re		If using city staff, it may place them in an awkward position as they would be reviewing their potential supervisors in an unsupervised			
		portion of the process			

Interim Management

Often the first questions elected officials must face when a vacancy occurs are:

1. What should we do to ensure that the affairs of the local government are properly administered until a new manager is selected and on board?

2. Who should be in charge?

First and foremost, local government officials must avoid acting impulsively and succumbing to the temptation to hurriedly appoint an administrator as a quick fix. Local government officials need an interim period to carefully consider the criteria they are seeking in a new administrator and to recruit and select the best possible successor who meets these criteria. To ensure a smooth transition and to allow the city the time necessary to consider the right skills and qualifications needed, an interim administrator can help buy valuable time. Here are several steps for a council to consider:

- Appoint an interim administrator. It is important to clarify who will be responsible for directing the local government while the new administrator is being recruited. The interim administrator could be a current staff member in whom the council has confidence or could be an individual available elsewhere for interim positions. The council's discussion of whether and who to appoint as an interim must be made in an open public meeting unless the council has satisfied the requirements in ORS 192.660(2)(a) to conduct those discussions in executive session. City councils are advised to seek the advice of their city attorney to determine if they are in compliance with ORS 192.660(2)(a) before meeting in executive session.¹ The League hosts an interim registry where people interested in serving as an interim administrator may post their information. This is a voluntary listing and the League does not screen the postings and is not thereby making any recommendations regarding the qualifications of the persons offering their services. The League recommends cities do background and reference checking for interim appointments.
- Ensure the organization understands that the interim administrator has the same authorities and responsibilities as the regular manager. Regardless of who is appointed, it should be clear to all local government officials and staff that the interim administrator is in charge. It should also be clear that this person does not have an inside track to the new position. If the interim administrator is ultimately selected, it is because that person proves to be the best of the applicants. Some cities choose to appoint interims who agree not to be a candidate for the permanent job.

¹ State law gives the Ethics Commission the authority to assess fines against individuals who violate Oregon's public meeting laws by meeting in executive session without proper authority. However, if a governing body met in executive session upon the written advice of its legal counsel, state law prevents the Ethics Commission from imposing fines against those officials even when a violation might have occurred.

- **Defer key actions when possible.** Obviously, the local government must continue to operate during the recruitment period. The council and interim management team should do whatever is necessary to make sure that important projects and the delivery of services continues to move ahead. However, they should defer major actions where possible until the new administrator is appointed. After all, to ensure effective administrative leadership in the future, it is desirable that the new administrator be involved in as many policy decisions as possible. Just filling a vacant department head position, for example, is an opportunity for the new administrator to begin building an administrative team. In fact, such an opportunity can be used successfully to pique the interest of potential candidates during the recruitment process.
- *Act in a timely fashion.* The recruitment process should be conducted pursuant to a realistic timeline that provides sufficient opportunity to develop a profile, attract and screen candidates and come to a timely conclusion.

Steps in the Selection Process

The following explains the steps in a selection process. In addition, rough estimates of the time that each step may take are indicated. After reading this section, it is useful for the city, to use Appendix A to develop a recruiting plan, complete with estimated time frames, for your community. Please keep in mind that at each step, the council or a subcommittee of council must conduct its business in a meeting open to the public, unless the council has satisfied the requirements in ORS 192.660(2)(a) to conduct that step in executive session. City councils are advised to seek the advice of their city attorney to determine if they are in compliance with ORS 192.660(2)(a) before meeting in executive session. City councils should also keep in mind that executive sessions are limited to deliberations, and councils may not make a final decision or take a final action in executive session.

Step 1. Define Position and Develop Profile

Time Required: up to two weeks

- The council meets to review recruiting steps and adopt a schedule. This meeting should be held in a meeting open to the public.
- Review any charter provisions or ordinances creating the manager/administrator position and the job description to ensure they continue to accurately reflect the city's expectations and job requirements.
- The council should prepare a profile of the skills, training and qualities of the "ideal" candidate. This is discussed more in Appendix B. This step is critical to subsequent steps in the recruiting and screening process.

Step 2. Prepare Advertisement and Review Salary Range

Time Required: can be completed within time identified for Step 1

- A review of the present salary range is useful in order to ensure the city remains competitive.
- Draft a complete job announcement. A closing date should be specified and should be set a minimum of four weeks after publication of the first announcement.
- Remember, many national publications require four to six weeks' notice for publication.
- At a minimum the advertisement should include these items:
 - Name of the local government;
 - Title of the vacant position;

- Population of the local government;
- Amounts of the operating and capital budgets;
- Number of full-time employees;
- Type of services provided;
- Statement of starting salary or that salary is open and commensurate with background and experience. A local government with a formal salary policy should openly declare it on the announcement;
- Statement that qualifying veterans and disabled veterans will receive veterans preference with instructions on how applicants should claim the preference if desired. ;
- Filing deadline, including any special items of information desired such as salary history, writing sample and work-related references;
- Brief description of key areas of interest, and required and desirable experiences and qualifications;
- Where and to whom to send resumes;
- Web site address of the local government; and
- Contact person who can answer questions about the recruitment.

Step 3: Decide Where to Advertise

Time Required: four to six weeks

- The most common publications in which Oregon cities advertise are the League's *Local Focus* magazine and the *ICMA Newsletter*. These two publications will generally reach the vast majority of interested applicants.
- The Oregon and Washington Leagues' Web sites are another effective resource for posting advertisements.
- Some jurisdictions choose to include major regional newspapers (Portland, Seattle, San Francisco, Los Angeles, etc.), although they are more costly.
- Many cities publish the announcement on the city's Web site as well.

Step 4. Send Acknowledgment Letters

- A letter thanking each candidate for his or her interest should be sent as soon as an application is received. This is a good opportunity to tell the candidate a little more about the city and the geographic area. Many cities insert a brochure describing the community.
- Details of the selection process should also be provided to avoid numerous phone calls and personal inquiries later.
- A sample letter is provided as Appendix C.

Step 5. Screen the Applicants

Time Required: two weeks

- Screening can begin following the closing date. Whether the full council (or a subcommittee), or a private firm conducts the screening, the primary document used in the screening should be the profile developed earlier in the process by the council. The process selects a maximum of 15-20 candidates which most closely fit the profile developed.
- Occasionally, a city prefers to further narrow applicants by asking for submissions of a writing sample or response to essay questions relative to the position. The council can use the response to evaluate applicant opinions, breadth of experience and expertise. The written response is useful to evaluate timeliness, thoroughness, use of the English language, etc. If the city chooses to add this step, the written exercises should be sent to those who make the first cut after screening and responses should be limited to five pages or less. From these responses, a smaller number are selected for background checks or interviews. If the quality of a writing sample or response to essay questions could result in disqualification of an applicant, veterans' preference points must be applied to the writing samples or essays submitted by qualifying veterans. *Note: If this option is taken, generally allow three to four weeks additional time.*
- Confidentiality is an important consideration in any recruitment. The elected body should determine, at the outset, the extent to which the recruitment process will be public. The confidentiality of resumes should be maintained and should be consistent with applicable state law and the advice of the local government attorney.
- Regret letters explaining that the candidate is no longer being considered should be mailed throughout the process at each step along the way.

Step 6. Application of Veterans Preference and other Employment Laws

• Public employers are required to provide qualifying veterans and disabled veterans with preference in employment in accordance with Oregon Revised Statutes (ORS) 408.225, 408.230, and 408.235. Local ordinances or policies might also require the council to give preference to other candidates. The veterans preference laws and the interplay of those laws with other local preferences has been the subject of litigation and legislation. Consequently, the law in this area is constantly evolving and cities should work closely with their legal counsel and human resources professional to ensure the city is complying with the law.

Step 7. Background Checks

Time Required: three to four weeks depending on the number of candidates and who performs the checks

- Background checks are conducted with work-related contacts. Although some jurisdictions seek written references, phone calls are quicker and often more candid. Reference checking is a tedious, expensive and time-consuming process if done well. However, time and money spent during this step will save in the long run by avoiding travel costs for interviewing unqualified finalists. A minimum of three weeks is normally necessary to complete background checks. The city may wish to contract for additional information from a reliable source on items such as degree verification, credit history and criminal history.
- Note: It is perfectly acceptable to conduct background and reference checks for only the finalist(s) the city is actually considering appointing. Many applicants do not want to alarm their communities with a possible resignation unless the appointing community is seriously considering a job offer.

Step 8. Interviews

Time required: three weeks; allow two weeks' notice to fit interviews into applicants' schedules.

- Prior to the interviews, the council may wish to send the applicant additional information about the city, such as the budget, audits, comprehensive plan, charter, etc. Occasionally applicants will request information about housing costs, spousal employment opportunities, schools, etc. The local chamber of commerce can provide helpful information to respond to these requests.
- Some councils choose to conduct telephone interviews to narrow the list of finalists prior to the in-person interviews. If the council adds this step, only appropriate questions may be asked. Prior to interviewing applicants, the council needs to decide whether to pay travel expenses, whether to pay for spouse's expenses, and whether or not to arrange tours, etc. It is common for a city to pay transportation costs, meals and lodging for interviewees. Many cities arrange tours of the community and facilities for candidates prior to the interview.

- The entire council should interview the finalists. Consensus is important in selecting an administrator. Consensus is not likely to be achieved if only one or two people conduct the interviews and inform the rest of the council of the selected candidate.
- Interviews should be scheduled as close together as possible—preferably the same day—in order to assure equal treatment of all candidates. Job-related questions should be prepared in advance and asked of all candidates. The administrator profile is useful in deciding which questions to ask and in evaluating responses. See Appendices D through F for interviewing techniques, sample questions and an interview rating form.
- If the council is not able to select a new administrator following the first set of interviews, a second interview with the top finalists may be necessary. At this stage, the city may want to pay expenses for the candidates' spouses to accompany them.

Step 9. Deliberations, Selection, and Negotiation

- When the city selects its preferred candidate, there are still several decisions to be made. Additional details also need to be discussed and finalized, including salary, moving expenses, fringe benefits, etc. The council should also be prepared to discuss an employment contract with the new administrator, or appoint one of its members to represent the council in those discussions.
- Other finalists should not be rejected until the city has reached a final agreement with the successful candidate. Negotiations between the city and its top candidate occasionally break down, requiring the city to turn to another choice. Occasionally, there will only be one finalist who meets the city's needs. If that person refuses the job, the city must either turn to the next qualified candidate or begin the recruitment process again. Remember, this is an extremely important selection. A decision based on expediency may turn sour later. The council should not shy away from readvertising if they are not satisfied with applicants the first time around.
- The city may want to have their city attorney prepare a draft contract for council review prior to beginning negotiations.
- Most administrators will require a minimum of 30 days to give notice to current employers and relocate to a new community. Notice of 30 days is considered professional and should be honored.
- As soon as the new administrator has advised his/her former community that he/she has accepted a new position with your community, it is appropriate to issue a press release or public announcement. A sample announcement can be found in Appendix H.

Step 10. The New Administrator Arrives

- It is desirable to have an initial work session with the new administrator to discuss and clarify initial expectations on both sides and to review goals and objectives. Even though some of these issues may have been raised during the interview process, communication from the outset can help ensure a smooth working relationship.
- Any information and introductions that the council can provide to the new administrator will be most welcome and helpful in making the transition to the city smooth.

Conclusion

Hiring an administrator is making an investment in your community. Approach the task methodically, one step at a time. The time you spend now is likely to be reflected in the quality of administrator you eventually hire. Like anything else, you can reduce the risk of making a poor decision by doing a thorough job. Some councils have found that the process of recruiting a new administrator provides a unique opportunity to review and revise council goals. It can even make the council a stronger, closer team than before.

Appendix A:	Selection	Process	Checklist	(for	council use)
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Steps	Estimated Time Required	Assigned To	Targeted Completion Date
1. Define position and develop profile			
2. Prepare advertisement and review salary range			
3. Decide where to advertise			
4. Prepare and send acknowledgement letters			
5. Screen applicants			
6. Determine applicant's veteran status and apply preference points for qualified veterans			
7. Conduct background and reference checks (if conducted before interviews)			
8. Select candidates and conduct preliminary phone interviews (if desired)			
9. Select candidates for interview			
10. Determine level of reimbursement for candidate (travel, lodging, meals, spouse expenses)			
11. Select top candidates			
12. Negotiate with top candidates			
13. Make hiring decision			
14. Issue press release/announcement regarding selection of new administrator			
15. Advise any candidates still in the selection process that a new administrator has been selected and has accepted			
16. Welcome the new administrator			

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Appendix B-1: Format for Administrator Profile

Suggested Areas for Skills and Experience

This form shows one possible format that the council can follow to develop an "administrator profile." In addition to assisting the council (and any recruiting service the council may hire) in the selection process, the profile can be an important community document. It allows the city to see the qualifications the council will seek in the next administrator. Some cities obtain public comment on what kind of administrator residents desire.

A blank copy of the profile form is found in Appendix B.2 for use by the council to use when developing an administrator profile.

Profile Information

Education

Many cities prefer a bachelor's degree or a master's degree in public administration, business administration or a related field. Some may allow a candidate to substitute experience for some required education.

Experience

Most cities will seek someone with management experience, either as a local government manager, assistant city manager or department head. Any special experience desired, such as operating an electric utility, is important to note in the profile. The required number of years of experience should be included in the announcement. In addition, most cities will require skill and/or proven experience in the following areas:

- Administrative and management ability needed to help determine whether the applicant can manage the size and complexity of the particular city or that seeks an administrator.
- Governmental budget and finance including debt management, enterprise accounting and other special funding mechanisms depending on the local government's needs.
- Labor relations and personnel experience that will allow the administrator to effectively bargain labor contracts and manage diverse groups of employees. Level of experience and training will depend on the city's organizational structure and complexity.
- Community relations experience that will allow the administrator to effectively speak publicly and communicate with the media and citizens in a variety of methods.
- Council relations experience that will allow the administrator to work effectively with the entire council as well as individual members.

- Intergovernmental relations that will allow the administrator to effectively work with state officials, other councils and intergovernmental organizations, such as councils of governments and special districts, to the extent the city desires.
- Innovations and major achievements should be highlighted in any area in which the council seeks new information, creative solutions, etc. Common areas for innovations include responses to environmental regulations, financing services in times of decreasing revenue and effectively delivering services to diverse populations.

Appendix B-2: Format for Administrator Profile (for council use)

Describe the background, skills and qualities you believe your city needs in an administrator based on the suggested skills listed in appendix B-1 and other attributes that are necessary for your community.

Skill/Experience	Notes/Comments	Importance (High, Medium Low)
Education		
Experience		
Administrative and management ability		
Governmental budget and finance		
Labor relations and personnel experience		
Community relations experience		
Council relations experience		
Intergovernmental relations		
Innovations and major achievements		
Other important skills and experience		

Appendix B-3: Sample City Administrator Profile

CITY OF INDEPENDENCE OREGON DRAFT ADMINISTRATOR PROFILE

General Roles and Responsibilities

The position of city manager is established in the city charter. The city manager is hired by and serves at the pleasure of the mayor and 6-member city council. The manager assists the mayor and council in the development of city policies and carries out policies established by ordinances and resolutions approved by the council. The city manager is the chief executive officer of the city and exercises supervision over its general affairs, and all department heads and employees, except the Municipal Judge. While the city charter does not have a residency requirement for the city manager, the council is looking for someone who will become actively involved in the community, and residency will be valued.

Background Requirements

Education. The city manager is required to have a Bachelor's degree from an accredited college or university in public/business administration or related field. A Master's degree is a plus. Any satisfactory combination of practical experience (beyond that required for initial qualification) and education will be considered if the candidate is able to demonstrate he or she can satisfactorily perform the job functions.

Experience. The position requires at least five years' progressively responsible experience in local government. Progressive management responsibilities would ideally include positions such as city manager/administrator, assistant manager, finance director, community development director, other department head or equivalent. Telecommunications experience would be a plus. CEO level municipal experience is preferred.

Skills and Performance Standards

Administrative/Management Abilities. The city manager must be able to establish and maintain positive and cooperative working relationships with citizens, city officials and employees. He/she must be a team leader who can hire the right people and develop a team that works effectively together. He/she must be someone who can take policy direction from the council and lead staff to make things happen. The manager will be able to effectively manage and organize projects, and provide effective delegation and supervision to make sure budgets and timelines are met. The manager must know municipal government organization, powers, functions and relationships. Excellent written and verbal communication skills are essential. The manager will need to have the ability to talk with small and large groups on issues of importance to the city. The city manager must have experience in and be able to manage and oversee all city operations, including: budgeting and finance; planning and land use; city utilities; public safety; emergency management; public works; personnel; and all other city departments and services. The manager also acts as the city's business agent in the sale of real property and other matters relating to city contracts, permits, franchise agreements and leases. He/she must understand public purchasing

and contracting requirements, as the manager acts as the city's purchasing agent and signs all requisitions on city accounts. In order to perform the duties expected of the manager, the successful candidate must be computer literate and be proficient in the use of standard word processing, spreadsheet and online communication programs such as email. Knowledge of Oregon land use laws and procedures is necessary in order to be successful in this position.

Budget/Finance. The successful candidate will have a working knowledge of Oregon's budget laws and will be able to deal creatively with declining revenues and limited resources. Independence is a full service city and, as such, has city utilities including a jointly owned telecommunications fiber network. The manager must have the skills and knowledge to oversee the finances of these utilities to assure the citizens can count on receiving these services for years to come. This will include knowledge of water and sewer rate structures, debt tools for enterprise funds and systems development charges. Additionally, the city manager needs to understand the components of successful economic and business development, particularly working in concert with the other local stakeholders. A successful track record in grantsmanship is a huge plus for this position.

Personnel/Human Resources. The city manager exercises control and general supervision over all city employees. He/she must know and apply the principles of personnel management, assigning and supervising the work of others, including department heads. The candidate must understand and be able to work within federal and state employment laws and must have knowledge in the area of collective bargaining. The city manager acts as the chief negotiator for the city's labor contracts. He or she must be able to work productively with both classified and management employees.

<u>Community Relations.</u> The city council is looking for someone who can work on the city's behalf as a partner with the business community. A manager who can encourage community involvement and foster volunteerism in the community is important. The city manager should have a demonstrated track record of community involvement and active participation in their community. The city manager needs to be receptive to hearing input and complaints from, and be open and attentive to citizens; and committed to following through on solutions. The manager is expected to exercise the highest degree of tact, patience and professional courtesy in contacts with the public, personnel employed by the city and all elective and appointed officials to maintain the highest possible standards of public service. The manager must have strong communication skills, including public speaking to large and small audiences. In order to successfully promote the city, the manager must have the desire and ability to work closely with and participate in community groups and organizations. The manager will be the city's representative on a variety of local boards such as the Minet Board (fiber network) the chamber of commerce, and others as the opportunity arises. The manager will exhibit leadership, promote the city and serve as a model for other city employees.

<u>Council Relations.</u> The mayor and city council expect to have open, honest and direct communication with the city manager. The manager is expected to provide ongoing regular communication to the council on the needs and affairs of the city, including information about city department activities. The manager will need to provide the council with complete information on policy options for matters requiring a decision, in order to allow the council to

make informed decisions. An open door policy is expected for citizens, councilors, department heads and employees to have easy access to the city manager. The council is looking for someone who can work effectively with the council to facilitate and implement annual goal setting and strategic planning. A good understanding of local government processes and procedures, board policy development and equal access to information by all councilors will be necessary for a candidate to be successful in this position.

Economic Development. The manager will be an innovative partner, working with the council to build on Independence's current efforts and successes in economic development. An understanding of urban renewal districts and tax increment financing is vital. An awareness and knowledge of the principles, methods and practices of development, including downtown development/redevelopment and industrial development are essential.

Intergovernmental Relations. It is important that the city manager is able to network in the region and at the state level to maintain and further develop good working relationships with a wide variety of other local governments and state agencies, including intergovernmental work within the Willamette Valley. The manager will be responsible for keeping the council informed about intergovernmental relations and issues involving the city. The council is looking for someone who is interested in and will keep the council informed on statewide issues affecting cities.

Innovation and Major Achievements/Miscellaneous. The city manager needs to be able to work with the council to implement the recently identified 10-year vision for the city of Independence. The manager must have the ability to foster productive, trusting relationships with city department heads and staff in order to promote teamwork. Membership and participation in professional organizations will be encouraged. The council is looking for someone who is creative, and who can work with the council to identify areas for improvement and help implement best practices.

Independence is a diverse community with a large Hispanic population; a manager who can involve multi-cultural groups in the city is desired. Bilingual language skills are also a plus. The successful candidate will be confident but not hard headed, full of energy and vigor, and be a good sales person in order to protect and highlight quality of life issues in the city. Independence is looking for a people person who can gain community support and encourage citizen involvement for the numerous projects going on in Independence.

About the City

Independence is a long established and culturally diverse community, centrally located between the Pacific Ocean and the Cascade Mountains. The city has a large National Historic District; a varied industrial base; a residential airpark and state-owned airport; an urban renewal district; and is the co-owner of a fiber-to-the-home operation. Independence is an optimistic "can do" community that takes active responsibility for its future.

The city of Independence has approximately 39 full-time and 18 part-time employees who serve the 8,240 population of the city. Each department has specific duties to meet the needs of the community. Independence provides a variety of services including: streets; water; wastewater;

police; parks (including a city-owned, event-oriented amphitheater); museum; library; urban renewal; fiber network; planning; and economic development.

(City letterhead)				
(Date)				
Dear:				
Thank you for your application for the position of City Manager for the city of, Oregon. Here are some details about our selection process and an outline of our general time frame.				
Applications will be reviewed based on a profile developed by the city council. Approximately 15-20 applicants will be presented to the council for further consideration. The council will screen those applications and by mid-June identify a smaller group on which to perform background checks. We expect that the background checks will be completed by late June. Shortly thereafter, a few individuals will be scheduled for interviews. The council hopes to make their final selection by late July.				
We will try to keep you advised of the status of your application as decisions in the selection process are made. Enclosed is some information about our community that you might find interesting and helpful.				
Thank you for your interest in the great city of!				
Sincerely,				
Mayor				
City ofOregon				

Appendix C: Sample Applicant Acknowledgement Letter

Appendix D: Interview Guidelines

Prior planning and organization are the keys to ensuring a successful interview. The interview process should be well-organized and the setting comfortable. All members of the council should participate, but one discussion leader should be designated. Only appropriate interview questions should be asked. It is a good idea to have your city attorney conduct a legal review of the questions to be asked.

During both formal and informal meetings between the council and the finalist, discussions and questions should focus on the criterion for the position that were established at the outset of the recruiting process. The council may choose to supplement the usual discussion between council members and finalists by inviting staff, community leaders or technical experts to participate. For example, finalists may meet with department heads or other staff to review departmental operations in more detail or to receive a tour of the local government.

The interview panel should plan on at least one hour for each candidate. It is difficult to pursue a range of questions in less time, and it is in your best interest to maximize the interview time with the candidate who may have traveled some distance for the meeting. Individual meetings will probably take less time.

A final guideline, regardless of which interview technique is used, is that the council should continue to avoid impulsive action and should take whatever time is necessary to arrive at a comfortable and well-reasoned decision. However, the interview process and related follow-up activities should move forward as promptly as possible so as not to lose momentum or cause desirable applicants to have second thoughts.

Just as with other steps in the hiring process, when the council or a subcommittee of council conducts the interviews, those interviews must occur in a meeting open to the public, unless the council or subcommittee has satisfied the requirements in ORS 192.660(2)(a) to conduct interviews in executive session. City councils are advised to seek the advice of their city attorney to determine if they are in compliance with ORS 192.660(2)(a) before meeting in executive session.

Appendix E-1: Suggested Interviewing Techniques

The following are some *do's* and *don'ts* when interviewing candidates. Remember, the law does not always prohibit employers from obtaining all the information about a candidate they deem important, as long as the questions are job-related and do not elicit information that could be used for discriminatory purposes.

Do ...

Create a comfortable atmosphere. Remember, you are trying to impress the candidate as well as the candidate attempting to impress you.

Let the applicant do most of the talking.

Question objectively. Questions should be job-related and consistent from one applicant to the next.

Ask questions that require more than a yes or no answer. Use general or open-ended questions.

Avoid unduly sympathetic or unsympathetic words, gestures or facial expressions which would make the candidate think you agree or disagree with his/her answers.

Avoid posing a problem or situational question combined with possible solutions. Let the candidate generate his/her own solution.

Develop questions based on earlier statements made by the candidate or information provided by the applicant in his/her resume, application or other source.

Ask questions designed to encourage the candidate to reveal his/her knowledge and opinions.

Avoid "trick" questions.

Avoid displaying your personal opinions or viewpoints through the questions you ask.

Listen attentively to every question asked and every answer given. Maintain eye contact with the candidate while he/she is speaking to show that you are listening.

Don't ...

Let early biases form. Finish the interview job before forming a final opinion of the candidate.

Ask unnecessarily long questions or do most of the talking. Remember, you want to learn about the candidate, not share your own views.

Let the candidate digress beyond the point of answering the question satisfactorily or showing that he/she is unable to answer the question.

Ask stress-producing questions which are not relevant or jobrelated. Delicate questions of this type should be pre-planned and should not be used to humiliate the candidate. Remember, if you like the candidate, you want to ask questions that would encourage him/her to accept the job. Areas that cannot be inquired into with candidates any part of the recruitment and hiring process are:

- Marital status
- Age
- Family composition/issues such as children/daycare
- Sexual orientation
- Disability or illness or medical conditions or absences due to illness
 - You may inquire if the person can perform specific duties, but you can't inquire of disability or at this stage probe beyond applicant's answers regarding ability to perform a duty.
- Financial such as home ownership, debts (a credit check in compliance with applicable laws should be conducted as part of the background and reference checking)
- Political affiliation
- Religion
- Race/national origin/ethnic

Appendix E-2: Sample Interview Questions

The following lists some suggested interview questions. Of course, the questions you choose to ask should be custom-fit to your entity's particular needs and circumstances. Typically, 15 to 20 well-planned questions will create sufficient responses for an hour-long interview.

- 1. How would you characterize your style of management?
- 2. What style of management do you use when in an emergency/stressful situation?
- 3. How do you relate to employees, department heads, advisory committees, the council, and the general public? How would they describe your ability to relate to them?
- 4. What do you perceive to be the administrator's role in dealing with the council?
- 5. What do you do when an individual councilor asks you to perform a task that is not approved by the entire council?
- 6. How do you view the role of the council in dealing with the administrator and the administration?
- 7. Based on your education, experience and background, what do you consider to be your strengths in dealing with local government problems? What are your weaknesses?
- 8. Recognizing the limits of span of control in an organization, how and when do you delegate responsibility and authority?
- 9. In your opinion, what role should the administrator play in the community?
- 10. What benefits, if any, would an administrator or the city gain if the administrator became an active member of a service organization within the community?
- 11. To what extent do you believe contact with citizens and citizen groups is important? How do you typically handle this responsibility?
- 12. What is your approach in dealing with the news media?
- 13. What experience have you had in labor negotiations?
- 14. Describe any experiences you have had in actively negotiating a contract or any other issue at the bargaining table.
- 15. How have you dealt with mediation, fact finding or arbitration? Have you ever managed a strike?

- 16. What approach have you used in dealing with personnel problems?
- 17. What personnel skills have you used in disciplining, demoting or firing an employee?
- 18. What experience have you had in training or motivating employees?
- 19. What steps have you taken to adhere to state and federal laws relating to diversity in the work place, non-discrimination and equal opportunity?
- 20. Describe your experience, if any, in dealing with charges of discrimination or grievances filed against you or the city you served.
- 21. What involvement have you had in developing personnel rules, regulations and procedures?
- 22. What is your municipal finance experience?
- 23. What role have you played in the preparation of a budget?
- 24. In budgets that you have prepared, how do you communicate the effectiveness of service delivery?
- 25. Have you ever gone to a vote of the people for a funding measure?
- 26. What was your role in the campaign?
- 27. What was your rate of success? What would you consider to be the keys to success?
- 28. Have you ever been involved in a vote on a new tax base?
- 29. What is your experience with debt management?
- 30. What is your experience with enterprise funds?
- 31. What experience have you had in administering various grant programs?
- 32. What success have you had in attaining grants for various projects in a city?
- 33. Specifically, what programs have you administered with either state or federal grants?
- 34. Describe any experiences you may have had in developing and recommending policies to the council relating to growth (e.g., annexation, expansion of utilities, subdivision standards, etc.).
- 35. In the field of intergovernmental relations, what experience have you had in dealing with:

- a. Councils of government or regional governments
- b. Neighbor counties
- c. Neighbor cities
- d. State agencies
- e. Federal agencies
- f. State Legislature
- g. Congress
- 36. What legislative committees have you appeared before?
- 37. In what way have you been an active participant in the activities of the International City/County Management Association (ICMA) and other professional organizations?
- 38. What is the extent of your experience in the field of public works, and did it cover the following:
 - a. Street maintenance and construction
 - b. Operation, maintenance and construction of utilities
 - c. Supervision of construction projects
 - d. Seeking funding
- 39. What advantage would there be for a city to form a local improvement district (LID)?
- 40. If you have been involved with the formation of an LID, what cities were involved?
- 41. What was being constructed or improved?
- 42. How would you put together a general obligation bond measure?
- 43. What experience have you had in land use planning and zoning requirements?
- 44. Why did you apply for this position?
- 45. What conditions would you set up for accepting the appointment if it were offered?

- 46. What will your first steps be upon assuming responsibility in this position?
- 47. What would you hope to accomplish in the first year?

Appendix F: Sample Oral Interview Rating Form

Applicant:	_ D	ate:			
Category	Not Recommended	Somewhat Oualified	Qualified	Well Qualified	Superior
Applicability of experience to the city's shellonger	1	2	3	4	5
Applicability of experience to the city's challenges					
Involvement in all phases of local government operations					
Depth of experience					
Degree of responsibility in previous positions					
Level of education - college or advances degree					
Specialized training					
Keeps updated on new technology, management techniques and advancements					
Ability to transmit ideas clearly					
Ability to organize ideas, summarize and express them with confidence					
Non-verbal communication skills (e.g., physical, eye contact)					
Ability to work with others					
Ability to make decisions				****	
Openness to alternative approaches					
Individual type of leadership fits with the city					
Fits your idea of individual for the position					
Manner in which applicant presents him/herself	-				

Category	Not	Recommended	Somewhat Qualified		Well Qualified	Superior
Personality traits in relation to personality of city	1		2	3	4	5
Approach to news media						
Possible to blend in the organization						
Understanding of mechanics of budget						
Grasp of financial administration						
Formation of Local Improvement Districts						
Ability to work with scarce resources						
Experience with personnel problems						
Ability to delegate responsibilities						
Training and employee motivation				-		
Overall knowledge of community growth problems						
Experience in downtown/urban development						
Dealing with community development and/or urban renewal						
Knowledge of street maintenance and construction practices						
Knowledge of operation, maintenance and construction of utility services						
Knowledge of public works administration						
Knowledge of application and administration process						
Track record in obtaining grants						
Experience in working with other governmental agencies						

COMMENTS: (Special observations/notes during interview)

Appendix G: Sample Press Release

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(City letterhead)

(Date)

Contact Information:

The city of ______ announces that Jane Doe of __(former position or location) ______ has been selected as the new administrator for (city). Ms. Doe was selected from among seven applicants interviewed by the city following a regional recruitment effort.

Ms. Doe brings to the city ten years of top level administrative experience in the states of Oregon, Washington and Montana. She was instrumental in seeing her last city through the construction of a power plant and a mill closure.

Mayor Mary Jones states, "We are really looking forward to Jane's arrival. We have many projects for her to complete and we believe she will take our city to the next level."

Ms. Doe replaces Ralph Smith, who retired at the end of last year. Ms. Doe will begin her duties July 1, 2015.