



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

September 14, 2021– 6:00 P.M.

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

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 8.24.21
- B. City Commission Work Session Minutes – 8.24.21
- C. Monthly Finance Report – June 2021
- D. Monthly Finance Report – July 2021
- E. Warrenton Community Library Quarterly Report – June – August 2021

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

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

6. PUBLIC HEARINGS

A. Advanced Finance District – Dale Adams

7. BUSINESS ITEMS

A. Consideration of City Manager Recruitment Firm Agreement

B. Consideration of License to Occupy Right-of-Way; Wheatley

C. Consideration of Sturgeon Paul Lease Transfer

D. Consideration of Resolution No. 2611; Updating Residential Zone Vacation Rentals

E. Appeal of the Presiding Officer's Ruling

F. Consideration of City Commission Rules Violations

8. DISCUSSION ITEMS

A. City Commission Rules Updates

9. GOOD OF THE ORDER

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

11. ADJOURNMENT

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

MINUTES
 Warrenton City Commission
 August 24, 2021
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:02 p.m. and led the public in the Pledge of Allegiance.

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

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

Mayor Balensifer requested to add approval of the Mayor's or City Manager's signature on a letter of support for the Sunset Empire Transit District's bus stop to the consent calendar; there were no objections.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 8.10.21
- B. Joint Meeting Minutes - City Commission/Parks Board – 8.9.21
- C. Police Department Monthly Statistics – July 2021
- D. Liquor License Application – Flood Valley Taphouse
- E. Approval of the Mayor or City Manager's signature on a Letter of support for the Sunset Empire Transit District's Bus Stop

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

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

COMMISSIONER REPORTS

Commissioner Newton commented on the Girls Build event at the high school.

Mayor Balensifer signed a proclamation for Constitution Week, September 17-23.

PUBLIC COMMENT

Jim Fowler stated he feels that things got off on the wrong foot at the last meeting. He gave details about himself, noting he is invested in this community. He feels some may have the

wrong impression of him. He stated he is trying to do business with the City of Warrenton and would like the City's help. He explained that he is well liked.

PUBLIC HEARINGS – None

BUSINESS ITEMS

Public Works Director Collin Stelzig discussed the event application from Spruce Up Warrenton for the Fall Festival. He corrected the fee amount in the memo; it is \$425. He noted the request is to waive the fee and grant permission to use amplified music. Mayor Balensifer noted this is a city event; the fee should not be charged the contractors doing the event. He feels the fee should be taken out of the business license fund. City Manager Linda Engbretson agreed. Commissioner Newton commented on the library sign.

Commissioner Baldwin made the motion for the \$425 event fee related to park rental and amplified music permits for the Spruce of Warrenton Fall Festival to be coming out of the business license events fund. Motion was seconded and passed unanimously.

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

Commissioner Poe made the motion to approve the event and amplified music permit for the Fall Festival on Saturday, October 30th, 2021. Motion was seconded and passed unanimously.

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

Mayor Balensifer clarified the situation of Lincoln ballfield at Fort Stevens with Mike Moha.

City Recorder Dawne Shaw discussed an event application from Julie Carriere, noting it was submitted as a courtesy to the city. Ms. Carriere noted the music will be from 4:00 p.m. – 8:00 p.m. Ms. Engbretson noted this event has occurred before. Commissioner Poe noted his support. Mayor Balensifer noted his appreciation for the Carriere's submitting an application.

Commissioner Baldwin made the motion to permit the use of amplified music at the Carriere's private event on September 18th. Motion was seconded and passed unanimously.

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

Mayor Balensifer noted the allotted time is until 10 p.m. as stated on the staff memo.

Ms. Engbretson presented Ordinance No. 1254, for its second reading and adoption. She noted this ordinance increases the City Manager's contract signing authority, from \$25,000 up to \$50,000.

MINUTES

Commissioner Newton made the motion to conduct the second reading, by title only of Ordinance No. 1254. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the second reading, by title only, of Ordinance No. 1254; An Ordinance Amending Section 1 of Ordinance No. 1128-A; Amending Section 5 of Ordinance No. 1076-A; Updating the Purchasing Manager’s Authority.

Commissioner Newton made the motion to adopt Ordinance No. 1254. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS

Chief Workman discussed revisions to the Recreational Vehicle Ordinance. He noted his suggested changes as outlined in his handout. There was discussion on RV sewer connections; the Commission and Public Works are not in favor. Mayor Balensifer does not like the 30-day permit and suggested only granting every 180 days. He feels the fine for illegal dumping should be \$1,000 or more. Chief Workman noted there is already a crime for that, but he wants a caveat in the ordinance for accidents. Brief discussion followed. Commissioner Poe would like to see something for hardship. Discussion followed; it could be on a case-by-case basis. Chief Workman noted this has not been vetted by legal yet. He feels it should be determined by legal because case-by-case basis decisions are subjective and difficult to make consistently. He stated this needs to be reviewed by legal for the new homeless regulations. Mayor Balensifer discussed concerns about accumulating derelict RVs. Discussion continued on hardships, length of stays, and fines. Commissioner Newton suggested not allowing RV’s to block house numbers. Commissioner Dyer asked this be run by legal. There was discussion about current issues. There was discussion about de facto camping in residential zones. Commissioner Poe likes what Chief Workman has drafted. Commissioner Baldwin noted he does not like the 15-day or 30-day permits. It was noted RV permits for construction are 6 months. Discussion continued about permit length and enforcement. Ms. Engbretson noted the importance of clear regulations for fair enforcement. Commissioner Baldwin feels no permits should be allowed unless the house is occupied. Chief Workman noted he has received multiple concerns from property owners about property rights versus regulation. Chief Workman explained how he calculated fees. Discussion followed. Mayor Balensifer feels fees should be based upon TRT (Transient Room Tax) lost by not lodging appropriately. Commissioner Baldwin noted concerns about regulating permits. There was brief discussion about which chapter of the Municipal Code this will affect. Mayor Balensifer suggested discussion with the Planning Commission in a joint meeting in December. There was unanimous consent that 6-month RV permits are only for construction; the rest needs to be vetted with legal and the Planning Commission. Commissioner Poe noted appreciation for Chief Workman’s work. Mayor Balensifer noted complaints about neighborhood issues. Chief Workman noted complaints about increased restriction. There was discussion about restricting permits and fining property owners for violations. Ms. Engbretson asked for clarification that

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this will go to the Planning Commission to review then have a joint meeting on this. Mayor Balensifer agreed. Commissioner Poe would like more time to provide feedback. Chief Workman noted this will be piecemealed to legal. Mayor Balensifer asked that this be considered within the context of other Ordinances being developed.

Ms. Engbretson asked for feedback on the department quarterly report template; statistics will be added. Mayor Balensifer likes the upcoming date section in the Oregon Mayor's Association reports. He would like to see special meetings, events, major projects, etc. There was agreement on the format. Commissioner Newton made comments about planning ahead.

Ms. Engbretson stated there will not be an executive session.

GOOD OF THE ORDER

Commissioner Baldwin asked for an update on the three properties with grade/fill work he is concerned about. Ms. Engbretson stated they have all been issued stop work orders. Mr. Stelzig gave a brief update. Discussion followed. It was noted there will be a discussion about drainage issues at the next meeting. Discussion continued.

Commissioner Dyer asked if the three trees on SW Alder and SW 1st will be removed, noting visual hazard concerns. Mr. Stelzig responded that all the trees are down that are coming down. Mayor Balensifer noted if it does not meet visual standards, it can be revisited for the City to do.

Commissioner Newton discussed a stop work order for SW Alder. He thanked Girls Build. He asked Chief Workman to thank CERT (Community Emergency Response Team) for their help with Buoy 10. He noted suggesting a river camera to the Marinas Advisory Committee.

Ms. Engbretson noted the head-hunting firm has been selected and hopes to bring the contract to the next meeting. She also noted hiring a new Planning Director – Scott Hazelton of Montana.

Mayor Balensifer stated he attended the North Plains Elephant Garlic Festival, noting it is a great example of how a small event can grow in a small town. He noted hope and excitement for growth in Warrenton.

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:05 p.m.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

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MINUTES
Warrenton City Commission
Work Session – August 24, 2021
5:30 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:30 p.m.

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

Excused: Mark Baldwin

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

City Manager Linda Engbretson noted a packet she put together for the mid-year progress update on the 2021 City Commission Goals. She stated she asked all departments to weigh in on what they are doing to address the goals.

Staffing: Ms. Engbretson discussed increasing efficiencies to reduce workload. She noted increased hours, updated job descriptions, and new staff. She stated her number one recommendation in regards to critical staffing for the next budget year would be human resources. Discussion followed about the need for HR. She also noted the need for code enforcement and nuisance abatement. Both positions would be overhead that all departments would pay a part of. She noted it does not make sense to dedicate a fulltime police officer to code enforcement. Discussion followed. Ms. Engbretson stated she does not support the conversion of the 12th police officer position to a fulltime code enforcement position. Mayor Balensifer noted code enforcement is needed but feels an HR person is a higher priority. Discussion continued on HR needs.

Revenue: Ms. Engbretson continued to discuss revenue options, noting the City is looking for ways to increase revenue. She noted staff are actively pursuing grants and researching additional or increased fees. North Bend's fee increase charter amendment was noted. Ms. Engbretson noted Building Inspector Christian Jensen is researching increases to homestay and vacation rental inspection fees and updates to the rules and regulations.

Commissioner Newton compared the staff to population ratio of Warrenton Fire Department and Astoria Fire Department. Ms. Engbretson discussed the success of the volunteer sign-up on-call program. It was noted the WFD will not be getting a fire marshal. Mayor Balensifer asked Ms. Engbretson her priorities for additional staff. Ms. Engbretson noted HR is a top priority. If she could add two staff it would be HR and a Planning Tech depending on the new Planner's preferences. Discussion followed about contracting out some planning work. Discussion followed about code enforcement.

Communications: Ms. Engbretson noted there has been increased public notice and use of social media. She noted the Fire Chief's public education and Facebook live on burn restrictions. She noted discussion with the press to feature articles about different departments. She also noted the "budget in brief" from Finance Director April Clark. Mayor Balensifer stated he loved it and request it be printed and posted in the City Hall lobby each year. Ms. Engbretson discussed implementing an annual update to Marina users on repairs and fee changes.

Ms. Engbretson noted the upcoming RFP (Request for Proposals) for handyman services.

Unfinished projects: Ms. Engbretson noted Public Works Director Collin Stelzig applied for additions funds for the Hammond waterline. Mayor Balensifer asked about the status of the project. Mr. Stelzig gave an update, noting the design is moving forward but the consultant recommends waiting due to increased material costs. He discussed funding. Mayor Balensifer asked if Fritz is being unresponsive. Mr. Stelzig stated he has not responded. Ms. Engbretson noted the Urban Renewal projects for downtown and the marina are in the works. She stated she is trying to hire staff. She noted the effort to update, streamline, and create efficiencies. She noted Mr. Jensen and Building Official Van Wilfinger have been working on revamping the development review process flow chart and are planning to have another contractor meeting.

Mayor Balensifer asked about a leasehold on the Lincoln ballfield in Fort Stevens. Ms. Engbretson briefly discussed the history and noted it will be looked into. Mayor Balensifer noted it could be parking overflow for the Marina or something else nonpermanent.

Ms. Engbretson noted the RFP for realtor services to assist the City with the disposal of property.

Commissioner Newton commented on the number of things moving forward. Discussion followed about ARPA (American Rescue Plan Act) funding.

There being no further business, Mayor Balensifer adjourned the work session at 5:58 p.m.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Volume 14, Issue 12

Monthly Finance Report
June 2021

September 14, 2021

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	0.60%	1.30%
Prime Rate:	3.25%	3.25%
◆ CPI-U change:	5.4%	0.6%
◆ Unemployment Rates:		
Clatsop County:	6.7%	13.4%
Oregon:	5.6 %	10.3%
U.S.:	5.9%	11.1%

Department Statistics

◆ Utility Bills mailed	3,416
◆ New Service Connections	8
◆ Reminder Letters	405
◆ Door Hangers	105
◆ Water Service Discontinued	17
◆ Counter payments	352
◆ Drop box payments	287
◆ Mail payments	1,172
◆ Auto Pay Customers/pmts	690
◆ Online (Web) payments	1,051
◆ Checks issued	321

Current and Pending Projects

- ◆ ARPA Funding—Worksession coming soon
- ◆ Audit Preparation and Reporting—Field work scheduled for week of September 27th
- ◆ Business License Renewals
- ◆ Covid-19 Response Continues

Financial Narrative as of June 30, 2021

Note: Revenues and expenses should track at 12/12 or 100% of the budget.

General Fund: Year to date revenues amount to \$4,592,333, which is 103.8% of the budget, compared to the prior year amount of \$4,153,610, which was 99.1% of the budget and are up by \$438,723.

Expenses year to date amount to \$4,168,034, which is 87.4% of the budget, compared to the prior year amount of \$4,267,299, which was 90.6% of the budget and are down by \$99,265. Fund balance is \$1,467,390 compared to \$1,043,091 last year. An increase of \$424,299. Fund balance decreased in the prior year by \$113,689 and by \$180,265 the year before.

WBL: Business license revenue amounts to \$60,660, compared to \$60,445 at this time last year, a difference of \$215. Year to date licenses processed is 717 compared to 698 last year. Year to date expenses exceeded revenues by \$17,966 and decreased fund balance by the same.

Building Department: Year to date permit revenues amount to \$290,322, which is 61.8% of the budgeted amount. Last year to date permit revenue was \$870,441 which was 258.7%, of the budgeted amount. Year to date expenses exceeded revenues by \$50,856 and decreased fund balance by the same.

State Tax Street: State gas taxes received this month amount to \$74,184 for fuel sold in May and June and \$396,899

year to date. City fuels taxes received this month amount to \$93,932 for fuel sold in April, May and June and are \$355,409 year to date. Total gas taxes for the current and prior year amount to \$752,308 and \$714,785, respectively. Revenues exceeded expenses and increased fund balance by \$46,441.

Warrenton Marina: Total revenues to date are \$618,938, 108.4% of the budgeted amount, compared to the prior year amount of \$609,107, which was 97.6% of the budgeted amount. Revenues exceeded expenses by \$93,618 and increased fund balance by the same.

Hammond Marina: Total revenues to date are \$341,939, 146.5% of the budgeted amount, compared to the prior year amount of \$394,394, which was 104.9% of the budgeted amount. Revenues exceeded expenses by \$58,577 and increased fund balance by the same.

Outstanding receivables as of 6/30/21 are as follows:

\$ (12,799) is current, (*amount is negative due to prepayments on annual moorage and a credit issued for a billing adjustment*)

\$313 is 30-60 days past due,

\$2,132 is 60-90 days past due and

\$2,490 is over 90 days past due.

Water Fund: Utility fees are \$2,484,354

and \$1,432,024 year to date for in-city and out-city respectively and totals \$3,916,378 and is 125% of the budget. Last year to date totals were \$3,710,304. Revenues exceeded expenses by \$191,695 and increased fund balance by the same.

Sewer Fund: Utility fees are \$2,528,503 year to date, which is 118% of the budget. Last year to date fees were \$2,410,214, which was 104.2% of the budget. Shoreline Sanitary fees year to date are \$136,234. Septage revenue year to date is \$126,220 and is 126.2% of the budget. Total revenues year to date are \$2,904,021 compared to \$2,853,640 last year. Revenues exceeded expenses by \$422,567 and increased fund balance by the same.

Storm Sewer: Revenues exceeded expenses by \$288,670 and increased fund balance by the same.

Sanitation Fund: Revenues exceeded expenses by \$30,975 and increased fund balance by the same.

Library: Revenues exceeded expenses by \$34,215 and increased fund balance by the same.

Community Center Fund: Expenses exceeded revenues by \$1,482 and decreased fund balance by the same.

Financial data as of June, 2021

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,315,070	1,043,091	600,000	173.85	
Plus: Revenues	578,282	4,592,333	4,425,741	103.76	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	17,482	141,807	160,306	88.46	
Admin/Comm/Fin(ACF)	73,253	1,008,696	1,167,282	86.41	
Planning	29,175	217,124	292,992	74.11	
Police	204,165	1,752,581	2,000,654	87.60	
Fire	85,701	864,658	916,008	94.39	
Parks	16,186	112,990	163,557	69.08	
Transfers	-	70,178	70,178	100.00	
Total Expenditures	425,962	4,168,034	4,770,977	87.36	
Ending Fund Balance	1,467,390	1,467,390	254,764	575.98	

	WBL				Building Department			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	54,486	71,405	78,000	91.54	882,207	898,004	790,000	113.67
Plus: Revenues	341	61,353	59,800	102.60	(91)	297,739	474,000	62.81
Less: Expenditures	1,388	79,319	128,346	61.80	34,968	348,595	384,175	90.74
Ending Fund Balance	53,439	53,439	9,454	565.25	847,148	847,148	879,825	96.29

	State Tax Street				Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,508,010	2,561,838	2,300,000	111.38	291,629	172,727	145,000	119.12
Plus: Revenues	169,316	782,637	709,965	110.24	18,256	618,938	571,226	108.35
Less: Expenditures	69,047	736,196	2,674,892	27.52	43,540	525,320	558,797	94.01
Ending Fund Balance	2,608,279	2,608,279	335,073	778.42	266,345	266,345	157,429	169.18

Financial data as of June 2021, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	258,679	180,776	160,000	112.99	3,127,429	3,144,980	2,200,000	142.95
Plus: Revenues	9,880	341,939	233,401	146.50	368,144	4,043,883	5,766,500	70.13
Less: Expenditures	29,206	283,362	315,641	89.77	158,898	3,852,188	7,049,683	54.64
Ending Fund Balance	<u>239,353</u>	<u>239,353</u>	<u>77,760</u>	<u>307.81</u>	<u>3,336,675</u>	<u>3,336,675</u>	<u>916,817</u>	<u>363.94</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,103,920	2,688,213	2,200,000	122.19	1,501,841	1,185,198	1,100,000	107.75
Plus: Revenues	246,903	2,904,021	2,428,800	119.57	46,905	515,971	433,400	119.05
Less: Expenditures	240,043	2,481,454	3,462,167	71.67	74,878	227,301	1,200,861	18.93
Ending Fund Balance	<u>3,110,780</u>	<u>3,110,780</u>	<u>1,166,633</u>	<u>266.65</u>	<u>1,473,868</u>	<u>1,473,868</u>	<u>332,539</u>	<u>443.22</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	495,780	432,697	450,000	96.15	17,223	18,239	16,000	113.99
Plus: Revenues	103,172	1,213,976	1,037,195	117.04	1,058	13,292	16,560	80.27
Less: Expenditures	135,280	1,183,001	1,291,501	91.60	1,524	14,774	24,119	61.25
Ending Fund Balance	<u>463,672</u>	<u>463,672</u>	<u>195,694</u>	<u>236.94</u>	<u>16,757</u>	<u>16,757</u>	<u>8,441</u>	<u>198.52</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	171,728	128,494	111,000	115.76	13,066	19,464	25,288	76.97
Plus: Revenues	8,382	238,391	225,902	105.53	15,532	152,672	6,407,433	2.38
Less: Expenditures	17,401	204,176	232,070	87.98	15,424	158,962	6,432,721	2.47
Ending Fund Balance	<u>162,709</u>	<u>162,709</u>	<u>104,832</u>	<u>155.21</u>	<u>13,174</u>	<u>13,174</u>	<u>-</u>	<u>-</u>

Financial data as of June 2021, continued

(\$) Cash Balances as of June 30, 2021

General Fund	1,431,330	Warrenton Marina	278,469	Storm Sewer	1,463,177
WBL	54,174	Hammond Marina	250,989	Sanitation Fund	400,857
Building Department	862,186	Water Fund	2,784,980	Community Center	18,054
State Tax Street	2,562,035	Sewer Fund	2,824,239	Library	161,871

Warrenton Urban Renewal Agency

Capital Projects	28,406
Debt Service	2,228,084

General Fund Revenues	Collection Frequency	2020-2021 Budget	Actual as	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				June 2021	June 2020	
Property taxes-current	AP	1,077,628	107.69	1,160,445	1,046,169	(82,817)
Property taxes-prior	AP	30,000	134.71	40,414	31,287	(10,414)
County land sales	A	-	0.00	3,371	937	(3,371)
Franchise fees	MAQ	598,000	103.41	618,404	598,194	(20,404)
COW - franchise fees	M	256,281	117.13	300,191	172,794	(43,910)
Transient room tax	Q	525,212	107.04	562,165	458,740	(36,953)
Liquor licenses	A	550	90.91	500	550	50
State revenue sharing	MQ	168,891	115.88	195,715	178,981	(26,824)
Municipal court	M	136,700	80.12	109,518	120,204	27,182
Planning Fees	I	105,000	68.14	71,542	74,552	33,458
Police charges	I	21,000	93.31	19,595	18,548	1,405
Fire charges	SM	103,524	164.78	170,590	100,509	(67,066)
Park charges	I	-	0.00	645	480	
Miscellaneous	I	1,200	1104.08	13,249	14,068	(12,049)
Interest	M	18,000	40.92	7,365	19,379	10,635
Lease receipts	M	216,473	101.34	219,383	216,712	(2,910)
Grants	I		0.00	90,545	10,799	(90,545)
Sub-total		3,258,459	109.98	3,583,637	3,062,903	(325,178)
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,167,282	86.41	1,008,696	1,090,707	158,586
Total revenues		4,425,741	103.76	4,592,333	4,153,610	(166,592)

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

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

S - semi-annual

I - intermittently

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

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2021. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

Volume 15, Issue 1

Monthly Finance Report
July 2021

September 14, 2021

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	.60%	1.21%
Prime Rate:	3.25%	3.25%
◆ CPI-U change:	5.4%	1.0%
◆ Unemployment Rates:		
Clatsop County:	6.3%	11.6%
Oregon:	5.2%	9.6%
U.S.:	5.4%	10.2%

Department Statistics

◆ Utility Bills mailed	3,427
◆ New Service Connections	1
◆ Reminder Letters	338
◆ Door Hangers	86
◆ Water Service Discontinued	13
◆ Counter payments	719
◆ Mail payments	1,342
◆ Auto Pay Customers/pmts	705
◆ Online (Web) payments	1,050
◆ Checks issued	409

Current and Pending Projects

- ◆ Audit Preparation and Reporting-Field work scheduled for week of September 27th
- ◆ Business License Renewals-delinquency notices sent
- ◆ COVID-19 Response Continues
- ◆ ARPA Funding-work session coming soon

Financial Narrative as of July 31, 2021

Note: Revenues and expenses should track at 1/12 or 8.3% of the budget. Expenditures on pages 2-4 include personnel services, materials and services, and debt service costs as well as transfers to the capital funds. See budget for details.

General Fund: Total revenues this month are \$240,043, which is 5.3% of the budget. Revenues exclusive of overhead are \$80,515 compared to the prior year amount of \$59,371 and are up by \$21,144. Increases are shown in COW franchise fees, transient room tax, municipal court, police charges, fire charges, park charges, miscellaneous and lease receipts and are offset by decreases in franchise fees, planning fees and interest.

Expenses this month amount to \$425,090 compared to the prior year amount of \$287,205. An increase of \$137,885. All departments are tracking at or under budget except Admin/Comm/Finance due to one time payments. Insurance premiums that are normally paid in July for the entire year have been moved to quarterly payments this year to assist with cash flow.

WBA: Business license revenue amounts to \$60,990 compared to \$60,000 last year at this time, a difference of \$990. The number of business licenses issued year to date is 585 compared to 432 at this time last year.

Building Department: Permit revenues this month amount to \$16,914, which is 5.2% of the budgeted amount. Last year to

date permit revenue was \$46,281, which was 9.9% of the budgeted amount.

State Tax Street: City Fuels Tax receipts since inception to June 2021 total \$4,104,598. Projects paid in 2021 with City fuels tax funds total \$416,002 and were:

Repair & Maintenance Overlay Projects \$394,214

SW Alder Avenue (2nd to 1st) \$17,991

SW 4th Street (S Main to Alder Court) \$3,272

SW 9th Intersection Widening \$450

N Main/NW 7th Place Improvement \$75

Warrenton Marina: Total revenues this month are \$344,317, compared to \$302,872, at this time last year. Annual moorages billed this month amount to \$297,833 compared to \$285,174 last year. There is \$98,113 in moorage receivables outstanding.

Hammond Marina: Total revenues this month are \$163,212 compared to \$128,938 at this time last year. Annual moorages billed this month amount to \$120,558 compared to \$100,826 last year. There is \$21,873 in moorage receivables outstanding.

Of the total outstanding receivables:

\$112,263 (93.6%) is current,

\$2,595 (2.1%) is 30-60 days past due,

\$2,343 (2%) is 60-90 days past due and \$2,785 (2.3%) is over 90 days past due

Water Fund: Utility fees this month are \$271,154 and \$187,500, for in-city and out-city respectively and total \$458,654, which is 12% of the budget. Last year at this time total utility fees were \$418,936, which was 13.4% of the budget and are up by \$39,718.

Sewer Fund: Utility fees this month are \$233,353 and are 9.5% of the budget. Last year at this time utility fees were \$208,455 which was 9.7% of the budget and are up by \$24,898. Shoreline Sanitary fees this month are \$11,290. There was no Septage revenue this month, as the Septage Receiving Station has been temporarily closed.

Storm Sewer: Utility fees (20% of sewer) this month are \$46,647 and are 9.5% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$85,603 and \$17,573 and are 8.6% and 8.6% of the budget, respectively.

Other: Total revenues and expenses as of July 31, 2021 city-wide are \$1,756,590 and \$1,140,252, respectively.

Total revenues and expenses as of July 31, 2021 city-wide were \$1,720,919 and \$847,197, respectively.

Financial data as of July, 2021

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,467,390	1,467,390	875,000	167.70	
Plus: Revenues	240,043	240,043	4,569,509	5.25	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	16,157	16,157	187,431	8.62	
Admin/Comm/Fin(ACF)	159,528	159,528	1,223,114	13.04	
Planning	15,572	15,572	287,914	5.41	
Police	158,715	158,715	2,098,395	7.56	
Fire	63,070	63,070	944,476	6.68	
Parks	12,048	12,048	186,654	6.45	
Transfers	-	-	170,778	-	
Total Expenditures	425,090	425,090	5,098,762	8.34	
Ending Fund Balance	1,282,343	1,282,343	345,747	370.89	

	WBL				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	53,439	53,439	40,000	133.60	
Plus: Revenues	61,017	61,017	59,500	102.55	
Less: Expenditures	3,409	3,409	77,091	4.42	
Ending Fund Balance	111,047	111,047	22,409	495.55	

	Building Department				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	847,148	847,148	840,000	100.85	
Plus: Revenues	17,862	17,862	332,361	5.37	
Less: Expenditures	28,658	28,658	491,145	5.83	
Ending Fund Balance	836,352	836,352	681,216	122.77	

	State Tax Street				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	2,608,279	2,608,279	1,900,000	137.28	
Plus: Revenues	81,786	81,786	1,380,063	5.93	
Less: Expenditures	44,187	44,187	2,983,459	1.48	
Ending Fund Balance	2,645,878	2,645,878	296,604	892.06	

	Warrenton Marina				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	266,345	266,345	265,000	100.51	
Plus: Revenues	344,317	344,317	634,538	54.26	
Less: Expenditures	57,914	57,914	741,644	7.81	
Ending Fund Balance	552,748	552,748	157,894	350.08	

Financial data as of July 2021

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	239,353	239,353	250,000	95.74	3,336,675	3,336,675	2,900,000	115.06
Plus: Revenues	163,212	163,212	351,548	46.43	475,345	475,345	6,492,447	7.32
Less: Expenditures	41,850	41,850	483,652	8.65	140,293	140,293	8,425,702	1.67
Ending Fund Balance	<u>360,715</u>	<u>360,715</u>	<u>117,896</u>	<u>305.96</u>	<u>3,671,727</u>	<u>3,671,727</u>	<u>966,745</u>	<u>379.80</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,110,780	3,110,780	3,000,000	103.69	1,473,868	1,473,868	1,300,000	113.37
Plus: Revenues	253,956	253,956	2,753,900	9.22	47,983	47,983	495,220	9.69
Less: Expenditures	226,253	226,253	4,908,806	4.61	24,583	24,583	1,182,221	2.08
Ending Fund Balance	<u>3,138,483</u>	<u>3,138,483</u>	<u>845,094</u>	<u>371.38</u>	<u>1,497,268</u>	<u>1,497,268</u>	<u>612,999</u>	<u>244.25</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	463,672	463,672	425,000	109.10	16,757	16,757	15,000	111.71
Plus: Revenues	104,753	104,753	1,165,092	8.99	2,484	2,484	16,600	14.96
Less: Expenditures	93,620	93,620	1,331,479	7.03	1,566	1,566	24,771	6.32
Ending Fund Balance	<u>474,805</u>	<u>474,805</u>	<u>258,613</u>	<u>183.60</u>	<u>17,675</u>	<u>17,675</u>	<u>6,829</u>	<u>258.82</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	162,709	162,709	168,000	96.85	13,174	13,174	16,220	81.22
Plus: Revenues	4,159	4,159	243,503	1.71	2	2	6,181,812	0.00
Less: Expenditures	30,330	30,330	283,477	10.70	-	-	6,198,032	-
Ending Fund Balance	<u>136,538</u>	<u>136,538</u>	<u>128,026</u>	<u>106.65</u>	<u>13,176</u>	<u>13,176</u>	<u>-</u>	<u>-</u>

Financial data as of July 2021

(\$ Cash Balances as of July 31, 2021)

General Fund	1,477,731	Warrenton Marina	473,812	Storm Sewer	1,453,764
WBL	93,379	Hammond Marina	355,135	Sanitation Fund	404,544
Building Department	843,064	Water Fund	3,006,192	Community Center	19,317
State Tax Street	2,660,450	Sewer Fund	2,877,913	Library	141,010

Warrenton Urban Renewal Agency

Capital Projects	13,176
Debt Service	2,239,797

General Fund Revenues	Collection Frequency	2020-2021 Budget	Actual as	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				July 2021	July 2020	
Property taxes-current	AP	1,077,628	0.00	-	-	1,077,628
Property taxes-prior	AP	30,000	0.00	-	-	30,000
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	598,000	0.06	374	695	597,626
COW - franchise fees	M	256,281	11.51	29,504	27,359	226,777
Transient room tax	Q	525,212	0.08	425	-	524,787
Liquor licenses	A	550	0.00	-	-	550
State revenue sharing	MQ	168,891	0.00	-	-	168,891
Municipal court	M	136,700	8.84	12,088	5,321	124,612
Planning Fees	I	105,000	5.07	5,325	5,760	99,675
Police charges	I	21,000	15.03	3,157	1,108	17,843
Fire charges	SM	103,524	0.14	150	-	103,374
Park charges	I	-	0.00	200	-	-
Miscellaneous	I	1,200	853.75	10,245	360	(9,045)
Interest	M	18,000	2.47	444	540	17,556
Lease receipts	M	216,473	8.59	18,602	18,228	197,871
Grants	I	-	0.00	-	-	-
Sub-total		3,258,459	2.47	80,514	59,371	3,177,945
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,167,282	13.67	159,529	74,863	1,007,753
Total revenues		4,425,741	5.42	240,043	134,234	4,185,698

M - monthly

S - semi-annual

Q - quarterly

I - intermittently

SM - Semi-annual in November then monthly

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

AP - As paid by taxpayer beginning in November

R - renewals due in July and new licenses intermittently

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

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2022. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



DEPARTMENT QUARTERLY REPORT

TO: The Library Advisory Board and The Warrenton City Commission
 FROM: Warrenton Community Library
 DATE: 09/07/2021
 RE: Department Quarterly Report; June 2021—August 2021

Quarter in Brief:

- WCL is waiting for a fresh coat of paint
- Increased weekly hours from 18 to 25, with some benefits, on July 1 for WCLs Library Assistant Youth Coordinator, Saturn Caronna
- Updated five patron computers from 4GB of RAM to 8GB to improve functionality and speed
- WCLs Library Administrative Assistant Carole Feldman is retiring October 29, 2021 (position is 25 hours a week)
- Three new adult volunteers and one new teen volunteer that started this summer. Total number of active volunteers is nine.
- Director Kelly Knudsen was awarded a traveling scholarship from the State Library of Oregon to attend the Association of Rural and Small Libraries conference Oct. 20-23 in Reno.

Projects completed:

1. Summer Reading Program ended Sept. 3, 2021

62 participants total, 189 Reading Logs turned in.

Each month we gave out take and make craft bags for toddlers, juniors and teens. Some of the crafts Saturn created included straw rockets, sun prints, salt crystals, salt dough, stamping kit, friendship bracelet, paper plate dinosaur, mosaic heart, tessellations, white crayon watercolor, and slime.

Also gave out 55 Museum Connection kits each month this summer from the University of Oregon museum of Natural and Cultural History. Each month was a different theme including dinosaurs, Oregon's animals, and plants.

Upcoming Dates:

September is Library Card Sign up Month
 Wednesdays@10:30AM—Storytime with Saturn
 09.08.21—Library Advisory Board Meeting @5:30PM
 09.14.21&9.28.21—Dungeons and Dragons Club meets at the Community Center@4PM
 09.23.21—New FRIENDS of WCL meeting@6PM
 09.26.21-10.2.21—Banned Books week
 10.2.21—Author visit with Brian Ratty at WCL@4PM
 10.5.2021—Tech Tuesdays
 Classes for Seniors start
 10.17-10.23.2021—National FRIENDS of Libraries Week
 10.20-10.23.21—Kelly attending the Association of Rural and Small Library Conference
 10.29.21—WCLs Library Administrative Assistant Carole Feldman's last day

- Director Knudsen took an online class, *Career Services Programs for Community Minded Libraries*, in July and August. Learned a plethora of information about providing job and career services and programs to the community. Knudsen will use what she learned teaching the class “Navigating a Path to Your Career” at Helping Hands in Astoria for 6 weeks starting in October.

Projects in progress:

- Library card sign up month is September
- Dungeons and Dragons Club for Tweens/teens meets twice a month at the Community Center
- Storytime moved to Zoom(online) every Wednesday at 10:30 through September. Participants can pick up take and make crafts at the library.
- Tween and teen activities moved to virtual (except D&D club) through September
- Tech Tuesdays for Seniors-Technology Support Classes for Seniors starting October 5@10AM and 4PM. Weekly classes focusing on simple technology tips and tricks for seniors, starting with smart phone basics.

Challenges/Obstacles:

Staffing—in August the Library Administrative Assistant had a family emergency out of state. We went from 2.3 staff to 1.65 staff, and it was challenging to keep the doors open. Hoping to increase that position (Library Administrative Assistant) to 40 hours a week for our next fiscal year

Successes:

Summer Reading Kickoff Party and Program 2021, Beginner Knitting with Carole Class July & August 2021, Jan Bono Author Visit July 2021, Slime Day, New Ricoh Printer, Anime Club, Teen Advisory Board meetings once a month, Teen Book Club started

Statistics:

Community Computer users: June=311, July=301, August=272

Volunteer hours: June=69.5, July=66.5, August=92

Activity Summary with Comparison to Previous Year

Circulation Transactions	06/01/21 to 08/31/21	06/01/2020 to 08/31/2020	Percent change
Check IN	5,362	3,670	46.10%
Check OUT	4,955	3,125	58.56%
Holds Processed	645	680	-5.15%
Renewal	1,182	805	46.83%
Borrowers Added	105	46	128.26%
Titles Processed total	771		



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Collin Stelzig, P.E., Public Works Director
 DATE: September 14, 2021
 SUBJ: Public Hearing: Advance Finance Application – 810 King Salmon Street, Hammond, OR 97121

SUMMARY

The developer of 810 King Salmon Street, Hammond, OR 97121, installed City utilities which have capacity to serve more than just their home. Warrenton Municipal Code (WMC) 3.16 provides a mechanism for reimbursing private parties who build oversized public facilities. As properties that benefit from the capacity provided by the facilities develop and connect to the facility, the owners make a proportional reimbursement contribution to the city which in turn reimburses the original developer. By code and resolution, this reimbursement mechanism has a finite life of 10 years.

Following the procedures of WMC 3.16, the developer submitted a request to establish an advanced financing mechanism for reimbursement for the public utilities. The City reviewed the technical components of the application package and concluded that they do not meet the requirements of WMC 3.16. Included in the package is the following:

1. Advanced Financing application letter from Zuplaw
2. Submittal documents provided by the applicant:
 - a. Maps depicting tax lot and assessor's information;
 - b. Address list identifying affected adjacent properties and owners;
 - c. Engineering drawings approved by Commission; and
 - d. Project Engineer's cost estimate or actual cost (in cases where improvements have been constructed)
3. City response letter stating that the submittal documents do not appear to meet the requirements on WMC 3.16
4. Email chain between the City Manager and Zuplaw stating that the applicant would like to use the original submittal information.

WMC 3.16.060 states that upon receipt of the application for advance financed public improvements, the City Manager or the City Manager's designee shall make an analysis of the advance financed public improvements and shall prepare a report to be submitted to the Commission for review, discussion, and public hearing. Such report shall include those items submitted as part of the application package identified above.

WMC 3.16.070 requires an informational public hearing in which all parties and the general public shall be given the opportunity to express their view and ask questions pertaining to the advances financed public improvement. The Commission has the sole discretion, after the public hearing, to decide whether an advance financing resolution shall be passed.

A report can not be prepared and submitted to Commission for the following reasons:

1. The plan submitted is not accurate and does not show what was actually constructed. Sewer and water were not extended to the applicant's south property line and the road is not paved.
2. The engineers estimate was not prepared for work that was approved by the City.
 - a. The engineers estimate includes 420 ft of waterline and the as-built plans show 335 ft of waterline.
 - b. The engineers estimate includes 250 ft of 8" sewer and the as-built plans show 158 ft of sewer line.
 - c. The engineers estimate includes cost for asphalt and the as-built drawings show a gravel road with no asphalt.
 - d. The engineers estimate includes cost for electrical services. Electrical utilities are not included as approved "Capital Improvements" per WMC 3.16
 - e. The estimate includes cost for Northwest Natural services. Northwest Natural utilities are not included as approved "Capital Improvements" per WMC 3.16
 - f. The estimate includes cost for a home sprinkler system. Home sprinkler systems are not included as approved "Capital Improvements" per WMC 3.16
3. The invoices need to be clearly itemized for each separate utility and/or road work and must not include cost for work on private utilities.
 - a. The applicant includes invoices for a total of \$32,135.76.
 - i. These invoices appear to include cost associated with construction of private utilities.
 - b. The applicant includes a statement that includes additional charges. The statement does not include descriptions of work associated with these additional charges. In addition, it appears that the amount due (\$4,332.30) was erroneously added to full statement amount.
4. The applicant provided an inaccurate address list identifying affected adjacent properties and owners. Attached to this memo is list of affected properties and owners developed by the City.

RECOMMENDATION/SUGGESTED MOTION

I move to deny the Dale Adams application for an Advanced Financing District

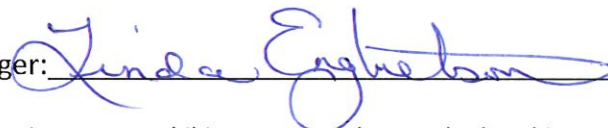
ALTERNATIVE

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

FISCAL IMPACT

The City will receive one percent of all reimbursement contributions to cover the cost of administering this program.

Approved by City Manager: _____



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

Staff developed

Address List of Affected Properties

ACCOUNT_ID	TAXLOTKEY	OWNER_LINE	STREET_ADD	CITY	STATE	ZIP_CODE	ACRES
29029	81008BA01701	Shepherd Carolyn	PO Box 190	Hammond	OR	97121-0190	0.31
29041	81008BA02200	Adams Dale L	PO Box 59	Hammond	OR	97121-0059	0.08
29042	81008BA02201	Adams Dale L	PO Box 59	Hammond	OR	97121-0059	0.31
29043	81008BA02202	Sturgell Dennis L	PO Box 45	Hammond	OR	97121-0045	0.46
29044	81008BA02203	Shepherd Carolyn M	PO Box 190	Hammond	OR	97121-0190	0.23
29045	81008BA02204	Sturgell Dennis L Sr	PO Box 45	Hammond	OR	97121-0045	0.46
29046	81008BA02300	Wilfinger Van Stirling	1175 8th Ct	Hammond	OR	97121	0.08
29047	81008BA02301	Shepherd Carolyn M	PO Box 190	Hammond	OR	97121-0190	0.31
29048	81008BA02302	Shepherd Carolyn M	PO Box 190	Hammond	OR	97121-0190	0.23
29054	81008BA02700	Sturgell Dennis L	PO Box 45	Hammond	OR	97121-0045	0.08
29057	81008BA02703	Strasburg Donald J	13052 SE Bluff Dr	Clackamas	OR	97015-9274	0.15
29058	81008BA02704	Bovee Jim	6413 NE 66th Ave	Vancouver	WA	98661	0.15
29059	81008BA02705	Sturgell Dennis L	PO Box 45	Hammond	OR	97121-0045	0.15

September 17, 2020

VIA EMAIL (lengbretson@ci.warrenton.or.us)

Linda Engbretson
City of Warrenton
225 South Main
PO Box 250
Warrenton, OR 97146

Re: Advance Finance Application – 810 King Salmon Street, Hammond, OR 97121

Dear Ms. Engbretson:

This form of Advance Finance Application is being submitted to you in compliance with Warrenton Municipal Code Section 3.16.050 on behalf of my client, Dale Adams, the owner of the real property located at 810 King Salmon Street in Hammond, OR.

Enclosed are the following documents:

- Maps depicting tax lot and assessor's information;
- Address list identifying affected adjacent properties and owners;
- Engineering drawings approved by Commission; and
- Project Engineer's cost estimate or actual cost (in cases where improvements have been constructed)

Please let me know if I can provide any further information.

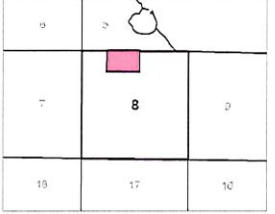
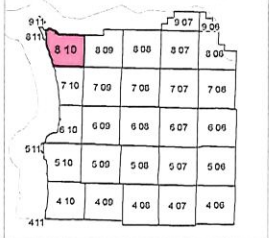
Sincerely,



Christian Zupancic
Zuplaw Law Firm LLC

8 10 08 BA
 CLATSOP COUNTY
 NE 1/4 NW 1/4 SEC. 8 T8N R10W WM
 0 62.5 125 250 R

Scale 1:1,200



CANCELLED TAXLOT NUMBERS
 200 300 500 600 601



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.clatsop.or.us

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

PLOT DATE: 12/05/2019
 8 10 08 BA

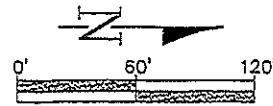


Submitted
by applicant.

**ADDRESS LIST
OF
AFFECTED OWNERS OF ADJACENT PROPERTIES**

Map Tax Lot	Tax ID	Owner	Mailing Address
81008BA02202	29043	Dennis L. Sturgell	c/o The Wel Group Inc. Post Office Box 45 Hammond, OR 97121
81008BA02203	29044	John F. & Carolyn M. Shepherd	Post Office Box 90 Hammond, OR 97121
81008BA02204	29045	Dennis L. Sturgell, Sr.	Post Office Box 45 Hammond, OR 97121
81008BA02301	29047	John F. & Carolyn M. Shepherd	Post Office Box 90 Hammond, OR 97121
81008BA02302	29048	John F. & Carolyn M. Shepherd	Post Office Box 90 Hammond, OR 97121
81008BA01700	29028	Joshua and Brandi Key	791 King Salmon St Hammond, OR 97121
81008BA01602	29025	Susan Nicoletti, Jeannine Buskuhl	10200 SW Egret Pl Beaverton, OR 97007
81008BA01702	29030	Kevin and Stacy Byers	725 King Salmon St Hammond, OR 97121

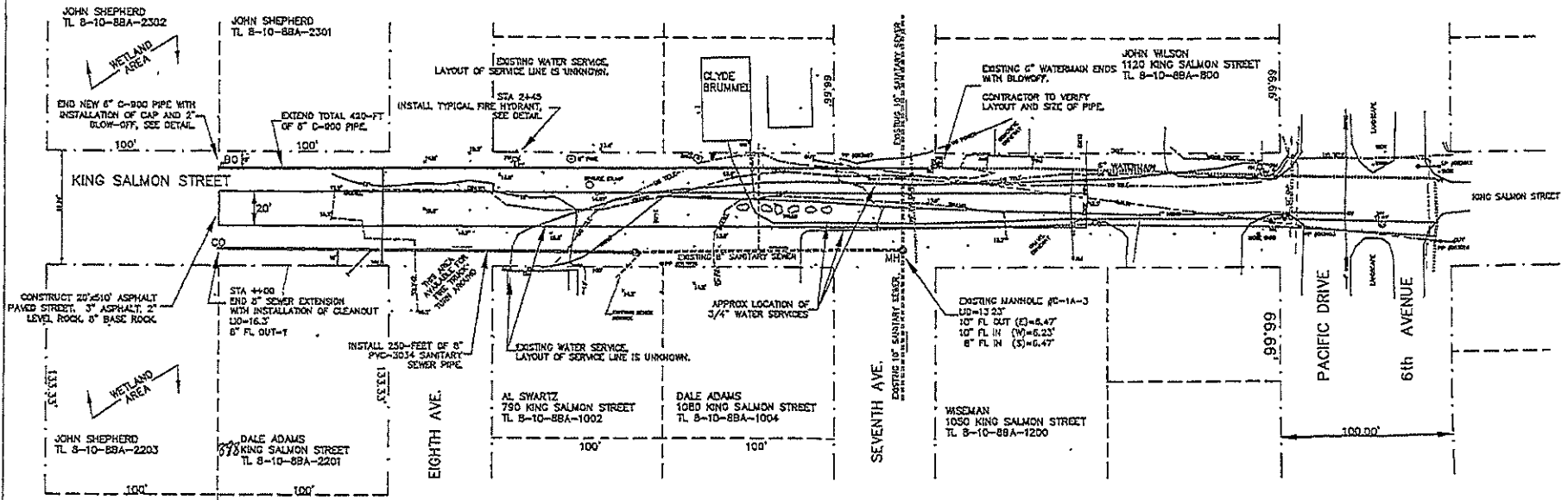
DALE ADAMS - CITY COMMISSION WORKSHOP



PROPOSED SITE PLAN
SCALE: 1" = 60'



RENEWS 12/31/2014
PAGE 2 OF 2
AUGUST 12, 2014
FILE: 331-13-D04



JB RANKIN ENGINEERING INC. P.O. BOX 187 WARRENTON, OR. 97146 503.440.3805

Invoice

SANDRIDGE CONSTRUCTION LLC
15 NW 17TH PLACE
WARRENTON, OR 97146

503-861-1133

Date	Invoice #
2/17/2015	10287

Terms	Due on receipt
-------	----------------

DALE ADAMS
 PO BOX 59
 HAMMOND, OR 97121

JOB	Date	Description	Qty	U/M	Rate	Amount
	1/5/2015	Truck Time - Haul Sand MU	2	hr	78.00	156.00
	1/5/2015	Cubic Yards of Sand - 4 loads	48		5.00	240.00
	1/6/2015	Truck Time Haul Sand MU	1.5	hr	78.00	117.00
	1/6/2015	Cubic Yards of Sand - 4 loads	48		5.00	240.00
	1/12/2015	Labor to dig water and sewer main (2 men) MU GO	12		28.00	336.00
	1/12/2015	EXCAVATOR - Sewer & Water Main Connection TF	6		125.00	750.00
	1/13/2015	Labor - Install water Main (2 men) MU GO	15		28.00	420.00
	1/13/2015	EXCAVATOR - Dig 6" Water Line TF	8		125.00	1,000.00
	1/13/2015	Truck Time - Haul off spoils RC	3	hr	78.00	234.00
	1/14/2015	Labor - Water Line, Set Hydrant, Sewer Line (2 men) MU GO	16		28.00	448.00
	1/14/2015	EXCAVATOR, Set Hydrant, Sewer Line TF			125.00	125.00
	1/14/2015	580 BACKHOE RENTAL WITH OPERATOR, Backfill Sewer TF	1	hr	85.00	85.00
	1/14/2015	Truck Time RC	8	hr	78.00	624.00
	1/15/2015	Labor - Sewer Line (2 men) MU GO	16		28.00	448.00
	1/15/2015	EXCAVATOR, Lay sewer line, backfill, cleanup	8		125.00	1,000.00
	1/15/2015	Truck Time RC	5	hr	78.00	390.00
	1/15/2015	580 BACKHOE RENTAL WITH OPERATOR RC	4	hr	85.00	340.00
	1/15/2015	Cubic Yards of Sand (2 loads)	24		5.00	120.00
	1/16/2015	Labor-install utilities (2 men) GO MU	14.5		28.00	406.00
	1/16/2015	EXCAVATOR - dig for water service, Blow-off, Power, TV, Telephone TF	8		125.00	1,000.00
	1/16/2015	Truck Time - haul 4 loads rock RC	5	hr	78.00	390.00
	1/19/2015	Labor - Clean up MU	2		28.00	56.00
Please make check payable to Sandridge Construction LLC. Invoices 30 days past due may be subject to a SERVICE CHARGE of 2% per month. In Addition, A MONTHLY BILLING FEE OF \$15 WILL BE CHARGED EACH MONTH YOUR ACCOUNT IS PAST DUE						Total
						Payments/Credits
						Balance Due

Invoice

SANDRIDGE CONSTRUCTION LLC
15 NW 17TH PLACE
WARRENTON, OR 97146

503-861-1133

Date	Invoice #
2/17/2015	10287

Terms	Due on receipt
-------	----------------

DALE ADAMS
 PO BOX 59
 HAMMOND, OR 97121

JOB					
Date	Description	Qty	U/M	Rate	Amount
1/19/2015	Truck Time - Haul 2 Loads rock GO	2.5	hr	78.00	195.00
1/19/2015	EXCAVATOR - Clean up, backfill TF	4		125.00	500.00
1/27/2015	Labor - deliver 5" valve to Astoria PW GO	1		28.00	28.00
1/28/2015	Labor - get materials from Home Depot, Install Utilities GO	6.5		28.00	182.00
1/29/2015	Labor - install utilities, blow off water line, demob 580 backhoe	3		28.00	84.00
1/29/2015	MISCELLANEOUS MATERIALS - See attached Detail	1	ea	9,014.64	9,014.64
1/29/2015	3/4"-0 Rock Per Attached detail	130.92	ton	12.00	1,571.04
<p><i>Total 20,499.⁶⁸</i> <i>3-19-2015</i> <i>ck# 6931</i></p>					
<p>Please make check payable to Sandridge Construction LLC. Invoices 30 days past due may be subject to a SERVICE CHARGE of 2% per month. In Addition, A-MONTHLY BILLING FEE OF \$15 WILL BE CHARGED EACH MONTH YOUR ACCOUNT IS PAST DUE</p>					<p>Total \$20,499.68</p> <p>Payments/Credits \$0.00</p> <p>Balance Due \$20,499.68</p>

Invoice

SANDRIDGE CONSTRUCTION LLC
15 NW 17TH PLACE
WARRENTON, OR 97146

Date	Invoice #
3/20/2015	10301

503-861-1133

Terms	Due on receipt
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DALE ADAMS
 PO BOX 59
 HAMMOND, OR 97121

COPY

JOB	Date	Item	Description	Qty	Rate	Amount
	2/16/2015	LABOR	General Labor to test water main, clean sewer line GO	5	28.00	140.00
	2/16/2015	Journeyman Labor	JOURNEYMAN LABOR-test water line TF	4	45.00	180.00
	2/17/2015	580 BACKHOE	580 BACKHOE RENTAL WITH OPERATOR TF	2	85.00	170.00
	2/17/2015	LABOR	Labor to dig end of sewer line and lateral /TV sewer line GO	4.5	28.00	126.00
	2/18/2015	Journeyman Labor	Journeyman Labor - Flush & Test Sewer Line TF	6	45.00	270.00
	2/18/2015	LABOR	General Labor to blow water line, adjust meter boxes, clean out, blow off & rake fill GO	5	28.00	140.00
	2/24/2015	Journeyman Labor	Journeyman Labor - Pull string through Power Conduit TF	2	45.00	90.00
	2/24/2015	LABOR	Labor Pull string through Power Conduit GO	1.5	28.00	42.00
			SUBTOTAL LABOR			1,158.00
		Reimb Group	All Rents - Test Pump rental		90.00	90.00
	2/17/2015		General Utilities, Hydra Vac Excavation		450.00	450.00
	2/23/2015		Consolidated Supply - materials		778.83	778.83
	2/24/2015		Total Reimbursable Expenses			1,318.83
			Markup		20.00%	263.77
			Total Reimbursable Expenses			1,582.60
		Reimb Group	LC Unlimited - Video Inspection, Air test.		1,250.00	1,250.00
	2/17/2015		Total Reimbursable Expenses			1,250.00
			Markup		15.00%	187.50
			Total Reimbursable Expenses			1,437.50
Total						\$4,178.10
Payments/Credits						\$0.00
Balance Due						\$4,178.10

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SANDRIDGE CONSTRUCTION LLC
15 NW 17TH PLACE
WARRENTON, OR 97146

Invoice

503-861-1133

Date	Invoice #
3/31/2015	10310

Terms	Due on receipt
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DALE ADAMS
 PO BOX 59
 HAMMOND, OR 97121

JOB					
Date	Item	Description	Qty	Rate	Amount
3/26/2015	LABOR	Move Water Meter	4	28.00	112.00
Please make check payable to Sandridge Construction LLC. Invoices 30 days past due may be subject to a SERVICE CHARGE of 2% per month. In Addition, A MONTHLY BILLING FEE OF \$15 WILL BE CHARGED EACH MONTH YOUR ACCOUNT IS PAST DUE					Total \$112.00 Payments/Credits \$0.00 Balance Due \$112.00

Invoice

SANDRIDGE CONSTRUCTION LLC
15 NW 17TH PLACE
WARRENTON, OR 97146

Date	Invoice #
4/30/2015	10323

503-861-1133

Terms	Due on receipt
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DALE ADAMS
 PO BOX 59
 HAMMOND, OR 97121

JOB					
Date	Item	Description	Qty	Rate	Amount
4/14/2015	SAND	Cubic Yards of Sand	24	5.00	120.00
4/14/2015	DUMPTRUCK	DUMPTRUCK	1	78.00	78.00
4/15/2015	SAND	Cubic Yards of Sand	36	5.00	180.00
4/15/2015	DUMPTRUCK	DUMPTRUCK	1.5	78.00	117.00
4/29/2015	TRUCK & PUP	DUMP TRUCK & PUP	7	95.00	665.00
4/29/2015	3/4" ROCK	3/4"-0 Rock Per Ton 3 Loads from Warrenton	100.83	12.25	1,235.17
4/29/2015	3" ROCK	Fiber 3" ROCK 1 Load from Warrenton Fiber	26.21	11.10	290.93
Total					\$2,686.10
Payments/Credits					\$0.00
Balance Due					\$2,686.10

*Paid 2686.10
 5-15-2015
 CK # 6993*

Please make check payable to Sandridge Construction LLC. Invoices 30 days past due may be subject to a SERVICE CHARGE of 2% per month. In Addition, A MONTHLY BILLING FEE OF \$15 WILL BE CHARGED EACH MONTH YOUR ACCOUNT IS PAST DUE

Invoice

SANDRIDGE CONSTRUCTION LLC
 15 NW 17TH PLACE
 WARRENTON, OR 97146

503-861-1133

Date	Invoice #
6/8/2015	10334

Terms	Due on receipt
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DALE ADAMS
 PO BOX 59
 HAMMOND, OR 97121

JOB					
Date	Item	Description	Qty	Rate	Amount
5/19/2015	MOBILIZATION	MOBILIZE DOZER & VIBRATORY ROLLER IN/OUT GO	2	100.00	200.00
5/29/2015	450 DOZER	450 DOZER WITH OPERATOR - LEVEL ROCK IN DRIVEWAY TF	2	85.00	170.00
5/29/2015	ROLLER	VIBRATORY ROLLER - COMPACT ROCK TF	2	75.00	150.00
5/29/2015	DUMPTRUCK	DUMPTRUCK GO	7.5	78.00	585.00
5/29/2015	3" ROCK	3" ROCK, 6 LOADS FROM NYGAARD PIT	78.1	11.00	859.10
6/1/2015	DUMPTRUCK	DUMPTRUCK GO	4.5	78.00	351.00
6/1/2015	3/4" ROCK	3/4"-0 Rock Per Ton, 3 LOADS FROM NYGAARD PIT	45.35	12.00	544.20
6/2/2015	DUMPTRUCK	DUMPTRUCK GO	1.5	78.00	117.00
6/2/2015	3/4" ROCK	3/4"-0 Rock Per Ton, 1 LOAD FROM NYGAARD PIT	15.52	12.00	186.24
6/3/2015	DUMPTRUCK	DUMPTRUCK GO	2.5	78.00	195.00
6/3/2015	3/4" ROCK	3/4"-0 Rock Per Ton, 2 LOADS FROM NYGAARD PIT	47.07	12.00	564.84
6/3/2015	ROLLER	VIBRATORY ROLLER, COMPACT DRIVEWAY GO	2.5	75.00	187.50
6/4/2015	GRADER	ROAD GRADER TO GRADE ROAD AND DRIVEWAY TF	5	110.00	550.00
Total					\$4,659.88
Payments/Credits					\$0.00
Balance Due					\$4,659.88

PAID
 6-30-2015
 CK# 6995
 4659.88

Please make check payable to Sandridge Construction LLC. Invoices 30 days past due may be subject to a SERVICE CHARGE of 2% per month. In Addition, A-MONTHLY BILLING FEE OF \$15 WILL BE CHARGED EACH MONTH YOUR ACCOUNT IS PAST DUE

JB RANKIN ENGINEERING Inc.

CIVIL ENGINEERING

P.O. BOX 187 WARRENTON, OREGON 97146
(503) 440-3805 (Cell) e-mail: rankineng@yahoo.com

JAMES B. RANKIN, PE
President

Estimate Cost King Salmon Street Improvements for
Mr. Dale Adams
August 10, 2014

Domestic Waterline Improvements:

6" Waterline, In-Place	420-LF	\$ 8,500
Fire Hydrant Assembly	1-Each	\$ 4,000
Valves and Elbows	Lump Sum	\$ 2,000
1" Water Service	1-Each (55-LF)	\$ 1,000
2" Blow-Off	1-Each	\$ 1,000
Flushing, Disinfection & Testing	-----	\$ 500
Design, Inspection, Surveying & Permits	-----	\$ 3,000
		<hr/>
Estimated Subtotal		\$20,000

Sanitary Sewerline Improvements:

8-inch Gravity Sewer, In-Place	250-LF	\$ 4,500
4" Lateral, In-Place	1-Each (20-LF)	\$ 500
Manhole	1-Each	\$ 3,000
Clean-out	1-Each	\$ 500
Flushing, Pressure Test, Video Inspection	-----	\$ 1,500
Vacuum Test Manhole	-----	\$ 1,000
Design, Inspection, Surveying & Permits	-----	\$ 3,000
		<hr/>
Estimated Subtotal		\$14,000

Street Improvements:

Clear, Excavate, Prep Subgrade for 20'x 460' Street	Lump Sum	\$ 3,000
Place Base Rock and Level Rock, in-place	4,500 SF=150CY	\$ 4,000
3" Asphalt	170-Tons	\$14,500
Drainage Improvements	-----	\$ 4,000
Design, Inspection, Surveying & Permits		\$ 3,000
		<hr/>
Estimated Subtotal		\$28,500

PP&L Electric Service Contract:

Service contract and conduit, \$12,000 + \$1,000

~~\$4,000~~ 13,000

NWNG Service Contract:

Service contract and provide ditching, \$4,000 + \$1,000

\$ 5,000

Estimated cost of public improvements

\$71,500

Home Sprinkler System:

Install Sprinkler Service with 1½ -inch water service

~~\$44,000~~ 13,500

ESTIMATED TOTAL

\$82,500

Estimated initial cost of \$71,500 to make improvements within public right-of-way for the benefit of adjoining property owners, plus an additional \$11,000 for a residential fire sprinkler system, before making any improvements on private property.



November 10, 2020

Zuplaw
Christian Zupancic, Esq.
615 Broadway St., Suite #216
Seaside, OR 97138

SUBJECT: Advance Finance Application, 810 King Salmon Street, Hammond, OR 97121

Dear Mr. Zupancic:

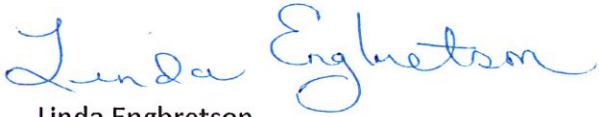
The City of Warrenton has received and reviewed your application for an advance finance agreement under Warrenton Municipal Code ("WMC") Chapter 3.16. WMC 3.16.060 requires the City to undertake "an analysis of the advance financed public improvements" and "prepare a report to be submitted to the Commission for review, discussion and public hearing." All materials submitted will be provided to the Commission.

In preparation of the report discussed above, please be advised that staff's recommendation will be consistent with code requirements that any agreement entered into by the City include as reimbursable expenses only those improvements "where approved master planning documents show new public improvements" (WMC 3.16.040.A), and where the improvements were "installed in accordance with the adopted master plan" (WMC 3.16.030.B). For such eligible improvements, staff will recommend reimbursement "for a share of costs incurred if [the] . . . improvement provides access to public improvements for other benefiting property owners" (WMC 3.16.030.B).

For expenses included in the application materials submitted that, based on the information provided with the submission, do not appear to meet the requirements outlined above, staff will recommend such expenses be excluded from the scope of the agreement. If your client has any additional information regarding eligibility of the other expenses, please submit them to the City for staff consideration while the WMC 3.16.060 report is being generated.

The City will prepare the report and schedule the Public Hearing upon receipt of the application fee in the amount of \$700.00. The City Commission did not waive this fee.

Sincerely,



Linda Engbretson
City Manager

C: Colin Stelzig, Public Works Director (via email)
Spencer Parsons, City Attorney's Office (via email)

From: Christian Zupancic <christian@zuplaw.com>
Sent: Monday, December 7, 2020 1:25 PM
To: Linda Engbretson <lengbretson@ci.warrenton.or.us>
Subject: FW: Adams- Advance Finance Agreement

Hi Ms. Engbretson,

Mr. Adams will be dropping off a check shortly for the application fee. As a part of the application review, can we please request that the commission consider refunding this application fee?

Thanks very much,

Christian Zupancic



Zuplaw Law Firm, LLC
615 Broadway St., Suite 216
Seaside, OR · 97138
O. (503)747-9836 · Fax (503) 902-7900
www.zuplaw.com
christian@zuplaw.com

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From: Laura Palos <info@zuplaw.com>
Sent: Tuesday, November 10, 2020 2:10 PM
To: Christian Zupancic <christian@zuplaw.com>
Subject: FW: Adams- Advance Finance Agreement

From: Linda Engbretson <lengbretson@ci.warrenton.or.us>
Sent: Tuesday, November 10, 2020 2:02 PM
To: Laura Palos <info@zuplaw.com>
Cc: Spencer Parsons <spencer@gov-law.com>
Subject: RE: Adams- Advance Finance Agreement

Laura, please find attached my letter in response for an Advance Finance Application for 810 King Salmon Street.

Linda Engbretson
City Manager
(503) 861-3927
CITY OF WARRENTON

From: Christian Zupancic <christian@zuplaw.com>
Sent: Thursday, December 10, 2020 12:59 PM
To: Linda Engbretson <lengbretson@ci.warrenton.or.us>
Subject: RE: Adams- Advance Finance Agreement

Yes, except that we are also requesting (as a part of that application) that the city refund the application fee as well.

Thank you,

Christian Zupancic



Zuplaw Law Firm, LLC
615 Broadway St., Suite 216
Seaside, OR · 97138
O. (503)747-9836 · Fax (503) 902-7900
www.zuplaw.com
christian@zuplaw.com

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From: Linda Engbretson <lengbretson@ci.warrenton.or.us>
Sent: Wednesday, December 9, 2020 2:55 PM
To: Christian Zupancic <christian@zuplaw.com>
Subject: RE: Adams- Advance Finance Agreement

Mr. Zupancic – the City is in receipt of the AFA application fee. I am confirming you are using the original submission dated 9/17/20 with no changes as the full application for consideration?

Regards,

Linda Engbretson
City Manager
(503) 861-3927
CITY OF WARRENTON

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: September 14, 2021
SUBJ: Consideration of City Manager Recruitment Firm Agreement

SUMMARY

The City did an informal solicitation for City Manager Recruitment Services. Three proposals were received and reviewed by the review panel. Jensen Strategies met all qualifications and criteria of the solicitation and was unanimously selected by the review panel as the most qualified firm. A professional services contract has been prepared to award the contract to Jensen Strategies, in the amount of \$24,000 for Professional Fees, plus expenses.

RECOMMENDATION/SUGGESTED MOTION

"I move to award the Professional Services contract for City Manager Recruitment Services to Jensen Strategies, in the amount of \$24,000, plus expenses, as outlined in their proposal."

ALTERNATIVE

1) None recommended

FISCAL IMPACT

N/A

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Lisa Egelston", is written over a horizontal line.

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

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

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2021, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Jensen Strategies, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide City Manager Recruitment Services for the City of Warrenton, as outlined in the attached Proposal (attachment A).

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

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total price of \$24,000, plus expenses for performance of recruitment services;

B. The CONSULTANT will submit a monthly invoice referencing City Manager Recruitment 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 ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Erik Jensen.

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the

terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

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

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

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

15. INSURANCE

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

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

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

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

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

primary and not contributory.

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

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

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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



City Manager Recruitment Proposal

Prepared for:

City of Warrenton

August 2021

By:

JENSEN STRATEGIES



RECEIVED

AUG 13 2021

CITY OF WARRENTON
CITY RECORDERS OFFICE

JENSEN STRATEGIES

August 12, 2021

Dawne Shaw
City Recorder
City of Warrenton
P.O. Box 250
Warrenton, OR 97146

Dear Ms. Shaw:

Pursuant to your request, we are submitting a proposal for the recruitment of the City of Warrenton's City Manager.

There are several factors that set Jensen Strategies apart from other recruitment firms:

1. We are the only private firm in Oregon that specializes in executive recruitments for city and county local governments.
2. Key members of our recruitment team are former public administrators and bring an understanding to the positions we are recruiting.
3. We know Oregon recruitment, public meetings, and public records law to help our clients avoid unnecessary hiring process liabilities.
4. Our firm works regularly with Oregon jurisdictions on other types of projects such as facilitation, collaborative decision-making, strategic planning, organizational development, mediation, and policy analysis. Through this work, we stay current on issues facing Oregon local governments and understand their challenges.
5. Our firm works with local government officials across the state so we are well connected to identify and vet potential candidates that may be the best fit for our recruitment clients.
6. We are adept at helping City Councils / Commissions to identify and reach agreement on what they are looking for in the recruitment searches.
7. We treat our candidates with dignity and respect throughout our recruitment process.

We appreciate the opportunity to submit our proposal to assist the City of Warrenton with this recruitment. It will be our pleasure to partner with the City on this important search.

We certify our firm is able to perform all work as outlined in this scope of work. Please do not hesitate to contact me with any questions or requests for additional information.

Sincerely,

Erik Jensen
Principal
Jensen Strategies, LLC
(503) 477-8312
erik@jensenstrategies.com

PROJECT SCOPE

Our objective is to help you select the best candidate to serve as the City of Warrenton's next City Manager. Our recruitments are structured to attract a wide range of qualified applicants, who we vet using our administrative experience and our knowledge of your city's needs to present you with the best possible candidates for the position. We commit to working in close partnership with the City of Warrenton (City), following a process designed to make the best use of your time and resources.

Phase 1: Start-up / Candidate Profile Development

- 1.1 Start-up Meeting:** We will begin the recruitment by meeting by phone or Zoom with the City to refine the project scope. The proposed process and timeline will be amended as necessary, respecting any scheduling considerations or special requests. In this initial phase, we will also collaborate with you to define the geographic and professional breadth of the recruitment, and identify the key stakeholders who will help inform the candidate profile development.

Deliverables: Zoom or in-person meeting with designated City staff, final project scope and timeline, geographic and professional scope, and determination of key stakeholders.

- 1.2 Stakeholder Interviews:** Our team will conduct Zoom interviews with the Mayor, City Commission, City executive management, City Attorney, and City Recorder to gather background information on major issues facing the City and initial perspectives on what the City is looking for in its next city manager. In our experience, the individual interviews provide highly valuable qualitative information that can help us find the best candidates for your City's needs.

Deliverables: Up to 10 stakeholder interviews.

- 1.3 Background Research:** We will familiarize ourselves with any key documents (plans, financial information, etc.) as well as the culture and values of both the organization and the City.

Deliverables: Jensen Strategies' understanding of Warrenton.

- 1.4 Stakeholder Meetings and Survey:** We will facilitate one external stakeholder Zoom meeting open to the public. We will also conduct an internal stakeholder online survey and/or Zoom meeting for City staff. Our team will seek an open and dynamic exchange of ideas to capture the full range of attributes Warrenton would like to see in its next City Manager. City staff will be responsible for promoting the Zoom meeting(s) and/or staff survey.

Deliverables: One external Zoom stakeholder meeting open to the public and one internal Zoom meeting or online survey for City staff.

- 1.5 Initial Candidate Profile Draft:** Drawing upon the input gathered from our interviews and the stakeholder meeting(s) and/or survey, we will develop a draft candidate profile containing the knowledge, skills, abilities, education, and work experience desired for the position, as well as more intangible traits such as management approach and personality. Also, based on our research and information gathered, we will also prepare policy priorities and hiring procedures consistent with the requirements of ORS 192.660.

Deliverables: Candidate profile initial draft.

- 1.6 Draft Finalization:** We will discuss our draft profile with the current city manager and management staff, as desired, to validate and finalize the draft in advance of meeting with the City Commission. These discussions will take place over conference calls and/or Zoom meetings.

Deliverables: Conference calls and/or Zoom meetings as necessary to finalize the candidate profile draft. Final draft of candidate profile.

- 1.7 City Commission Work Session and Official Proposed Profile:** We will attend a work session with the City Commission to present the draft profile and engage in discussion of any changes/alterations. Following the work session, we will make any profile changes desired by the Commission, and will submit the final profile for formal Commission approval.

Deliverables: Participation in one City Commission work session. Preparation of official candidate profile for Commission adoption.

Phase 2: Position Advertisement

- 2.1 Recruitment Brochure Development:** Upon City Commission formal adoption of the hiring process and candidate profile, consistent with the requirements of ORS 192.660, our team will develop a professional, comprehensive recruitment brochure designed to attract the highest quality applicants. Organization-specific information will be incorporated into the brochure, including an overview of department functions/services, staff size, budgetary information, and current challenges and policy priorities. Community information will be added, including a description of the environment with quality of life details, economic highlights such as important industries and major employers, and a listing of public agencies with overlapping jurisdiction. The brochure will conclude with position compensation information, including salary and benefits package, as well as information on how to apply for the position and the recruitment timeline.

Deliverables: Development of one recruitment brochure in PDF format.

- 2.2 Position Advertisement:** We will execute a comprehensive position advertisement process designed to attract a variety of qualified and well-suited candidates. Our approach will be multifaceted, and will include advertising the position on high-profile managerial and specialization-specific websites, within professional publications and periodicals, and in other forums as appropriate. We will also directly contact qualified managers within our extensive professional network to inform them of the opening.

Deliverables: Online position advertisements. Mailing of professionally printed materials. Direct contact of qualified managers.

Phase 3: Candidate Screening

We will carefully vet all submitted applications, conduct in-depth interview processes, and provide the City with all the information necessary to make the best choice for finalists and the successful candidate. We will also maintain written contact with candidates to keep them updated on the recruitment process.

- 3.1 Initial Application Screening:** Candidates will provide a resume, a cover letter, and a Jensen Strategies supplementary application form. We will review applications against the City Manager Profile, remove all non-responsive applications, and determine which candidates best fit the City's needs.

Deliverables: Preparation of application form. Initial application screening.

- 3.2 Preliminary Phone Interviews:** We will conduct preliminary Zoom interviews with the candidates who best fit the candidate profile, as well as all veterans who meet the position's minimum qualifications (as required by Oregon law).

Deliverables: Preliminary phone interviews with up to 10 candidates.

- 3.3 Recommendation of Finalists:** We will attend an executive session of the City Commission in-person during which we will present the results of our initial review process and recommendations of up to four finalists. For transparency purposes, we will also provide information on other candidates who we interviewed but did not recommend as finalists. During the session we will answer Commission questions and assist in facilitating a discussion to help them reach consensus on the finalists they want to be interviewed. Subsequently, the Commission will announce the finalists in a regular business meeting after we notify those candidates and receive permission for public disclosure of their candidacy.

Deliverables: Recommendation of four finalist candidates with supporting information on all candidates interviewed by Zoom. Attendance, presentation, and facilitation at a City Commission executive session. Commission consensus on up to four finalists.

3.4 Background Checks on Finalists: We will work with our partner, Legal Locator Service (www.legallocatorservice.com), to perform comprehensive background checks on all finalists. Background checks will include at a minimum:

- County criminal searches
- State criminal searches
- Federal criminal searches
- National criminal database searches
- Sex offender searches
- Motor vehicle searches
- Education/degree verification
- Employment verification
- Credit checks
- Civil litigation

Deliverables: Identification of any concerning issues found during background checks of up to four candidates.

3.5 Reference Checks on Finalists: We will take the necessary time to vet the candidates with the references they provide, as well as other knowledgeable contacts we may be aware of, asking incisive questions to gain a comprehensive understanding of their abilities as managers and potential fit for the City.

Deliverables: Reference check summaries for up to four finalists.

3.6 Finalist Receptions: Prior to the final interviews, two receptions (Zoom or in-person depending on the status of the pandemic) will be held to provide opportunities to interact with the finalists, ask them questions, and form general impressions of the candidates. The first reception will be open to the City staff, while the second reception will be open to members of the public. At both receptions, attendees will be provided an opportunity to provide online feedback concerning their impressions of the finalists, which will help inform the Commission's final selection process. The City will be responsible for promoting both receptions.

Deliverables: Coordination, development, and implementation of two virtual or in-person finalist receptions. Feedback form for participants.

3.7 Finalist Interviews: Finalists will be interviewed in-person by three panels in a social-distanced environment consisting of (1) the City Commission, (2) a panel of local government administrators from other jurisdictions, and (3) a panel of key community members. Interviewers will receive an informational packet containing interview guidelines, questions, and comprehensive information on each finalist. After panel interviews have been completed, we will summarize the findings and recommendations of the other two panels and, if relevant, feedback from the two finalist receptions.

Deliverables: Coordinating, orienting, and providing briefing materials for the finalist panels. Moderate panel interviews. Summarize the feedback and observations from panel interviews and receptions if relevant.

3.8 Commission Deliberations and Selection: The Commission will convene an executive session and utilize this input as it conducts its final deliberations and selects a preferred candidate. At the session, we will provide summary material on all input received during the finalist interview process, references, and background checks. We will facilitate the Commission's discussion in identifying their selected candidate.

Deliverables: Attendance, presentation, and facilitation at City Commission executive session to reach consensus on a selected candidate.

Phase 4: Contract Negotiations

4.1 As requested by the City, we will assist in the contract negotiations with the selected candidate.

Deliverables: Assistance provided to the City in contract negotiations, not to exceed four hours.

ADJUSTMENTS TO RECRUITMENT PROCESS

Jensen Strategies is dedicated to providing a recruitment process that meets the City's expectations and produces an outcome that generates wide support. We commit to working closely with the City and are more than willing to adjust our process as needed to meet the specific needs of Warrenton.

SAMPLE RECRUITMENT SCHEDULE

This schedule is only illustrative of the time needed to complete the recruitment. We will work with the client to establish a final schedule.

Date	Actions
Week 1	Start-up meeting with City to finalize scope and timeline
Weeks 2 and 3	Stakeholder interviews Virtual public input meeting Staff online survey or input meeting
Week 4	Initial candidate profile draft and finalization
Week 5	City Commission work session re draft candidate profile/ hiring process
Week 6	Commission official adoption of candidate profile/hiring process
Week 7	Recruitment brochure development
Weeks 8 - 11	Position advertisement
Week 12	Initial application screening
Week 13	Preliminary phone interviews
Week 14	Recommendation and selection of finalists
Weeks 15 - 17	Background/reference checks on finalists
Week 18	Finalist virtual receptions, interviews, and selection

SIMILAR RECRUITMENTS

CITY OF SCAPPOOSE, OREGON

City Manager - Jensen Strategies is presently conducting a national recruitment process for the next City Manager of Scappoose (OR). The recruitment has involved an extensive profile development process including City Council and executive management interviews, a staff survey, and a community input session via Zoom. A City Council adopted candidate profile will guide the criteria applied at every stage. The evaluation and selection process will include preliminary Zoom interviews with semi-finalist candidates and a robust finalist process that will include input from community members and staff, as well as panel interviews with community leaders, local public administrators, and the City Council.

CITY OF HOOD RIVER, OREGON

City Manager - Jensen Strategies is presently conducting a national recruitment process for the next City Manager of Hood River (OR). The recruitment has involved an extensive profile development process including City Council and executive management interviews, a staff survey, and a community input session via Zoom. A City Council adopted candidate profile will guide the criteria applied at every stage. The evaluation and selection process will include preliminary Zoom interviews with semi-finalist candidates and a robust finalist process that will include input from community members and staff, as well as panel interviews with community leaders, local public administrators, and the City Council.

Building Official – Jensen Strategies assisted the City of Hood River to develop the recruitment process for their Building Official. The services provided included development of a candidate profile, recruitment brochure, advertisement, and advertising campaign strategy. In addition, the firm also assisted in outreach through professional networks to recruit potential candidates.

CITY OF SHERIDAN, OREGON

City Manager - Jensen Strategies conducted a national recruitment process for the next City Manager of Sheridan (OR). The recruitment involved an extensive profile development process including City Council and executive management interviews, a staff survey, and a community input session via Zoom. A City Council adopted candidate profile will guide the criteria applied at every stage. The evaluation and selection process included preliminary Zoom interviews with semi-finalist candidates and a robust finalist process that included input from community members and staff, as well as panel interviews with community leaders, local public administrators, and the City Council.

CITY OF CARLTON, OREGON

City Manager - Jensen Strategies conducted a national recruitment for the next City Manager of Carlton (OR). The recruitment involved an extensive profile development process including City Council and department manager interviews, a staff survey, and a community input session. The position attracted candidates from across the country and in Oregon. The evaluation and selection process included preliminary Zoom interviews with semi-finalist candidates and a robust finalist process with input from community members and staff, as well as panel interviews with department managers, community leaders, local public administrators, and the City Council.

CITY OF NORTH BEND, OREGON

City Administrator - Jensen Strategies conducted a national recruitment for the next City Administrator of North Bend (OR). The recruitment involved an extensive profile development process including City Council and community leader interviews, a staff survey, and a community input session. The position attracted a broad range of candidates from across the country and in Oregon. The evaluation and selection process included preliminary Zoom interviews with candidates and a robust finalist process with input from community members and staff, as well as panel interviews with community leaders, local public administrators, and the City Council.

CITY OF CANNON BEACH, OREGON

City Manager - Jensen Strategies managed the City of Cannon Beach's City Manager recruitment. The recruitment involved an extensive profile development process including a well-attended community input session, staff engagement, and City Council interviews. The position attracted a broad range of candidates from across the country and in Oregon. The selection process was robust with opportunities during the finalist phase for engagement with community members, staff, public administrators, and the City Council. Ultimately, the City Council choose a successful candidate among a very competitive pool of candidates.

Community Development Director – Jensen Strategies managed the recruitment process, until the finalist phase, for the Cannon Beach Development Director position. The process included development of the position profile, brochure drafting and design, advertising, and initial screening of candidates through application review and preliminary phone interviews. After finalists were recommended and selected, background checks were conducted prior to finalist interviews by the City.

Emergency Manager – Jensen Strategies assisted the City of Cannon Beach to develop and design a recruitment brochure for their Community Development Director position.

CITY OF SISTERS, OREGON

City Manager - Jensen Strategies led the national search for the City of Sisters' City Manager. The recruitment involved extensive profile development, including input from numerous staff members, community leaders, and City officials. The position advertisement attracted dozens of qualified applicants, both locally and across the United States, and the selection process was thorough and inclusive, incorporating multiple interview panels and interaction opportunities.

WASHINGTON COUNTY, OREGON

Chief Human Resource Officer - Jensen Strategies managed the recruitment process, up to the finalist phase, for the Washington County Chief Human Resource Officer position. The process included development of the position profile, brochure drafting and design, advertising strategy and implementation, professional network outreach, initial screening of candidates through application review and preliminary phone interviews, and facilitation of semi-finalist interviews. The County was responsible for the finalist review and evaluation.

Benefits and Leave Manager - Jensen Strategies managed the recruitment process, up to the semi-finalist phase, for the Washington County Benefits and Leave Manager position. The process included development of the position profile, brochure drafting and design, advertising strategy and implementation, professional network outreach, initial screening of candidates through application review and preliminary phone interviews, and recommendation of semi-finalists for further consideration. The County was responsible for the semi-finalist/finalist review and evaluation.

Employee and Labor Relations Manager - Jensen Strategies is presently assisting Washington County in the recruitment of its first Employee and Labor Relations Manager. The process includes development of a customized advertising strategy, preparation of a recruitment brochure, proactive outreach to solicit qualified candidates, preliminary online video interviews with semi-finalists, and participation in finalist interviews.

REFERENCES

Jensen Strategies has the honor of being recommended by:

Frank Sheridan, City Manager

City of Sheridan

120 SW Mill Street

Sheridan, OR 97378

503-843-2347

fsheridan@cityofsheridanor.com

Mayor Jessica Engelke

City of North Bend

835 California Avenue

North Bend, OR 97459

541-756-8500

jengelke@northbendcity.org

Bruce St. Denis, City Manager

City of Cannon Beach

163 E. Gower

Cannon Beach, OR 97110

503-436-8050

stdenis@ci.cannon-beach.or.us

Eva LaBonte, Asst. Director, Admin. Services

Washington County

155 N. First Avenue

Hillsboro, OR 97214

503-618-2346

[Eva LaBonte@co.washington.or.us](mailto:Eva_LaBonte@co.washington.or.us)

Christy Martinez, Acting City Manager

City of Carlton

191 E. Main Street

Carlton, OR 97111

503-852-7575

cmartinez@ci.carlton.or.us

Rachael Fuller

Former City Manager

City of Hood River

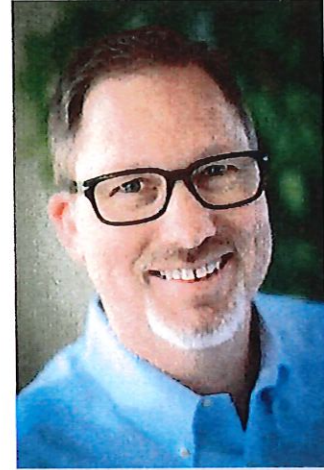
503-926-3349

rachaelfuller@gmail.com

TEAM PROFILES

Erik Jensen, Principal

Erik Jensen is the Principal and Founder of Jensen Strategies, LLC. He established the firm in 2012 after serving over 20 years as a public administrator, project manager, and public affairs consultant in Oregon and Washington. Erik has led numerous processes helping Northwest organizations navigate future policy and operational planning as well as recruiting upper-level public managers.



Erik has assisted local governments and public policy organizations to set strategic courses of action for current and future decision-making. As a seasoned facilitator, strategic planner, recruiter, and organizational and public policy development expert, he has led significant initiatives for numerous entities including cities, counties, and professional organizations. These projects have included upper-level recruitments, city council retreats, strategic planning processes, community vision action planning, organizational assessments, committee facilitation, and public policy feasibility studies.

As an experienced facilitator and trained mediator, Erik has helped clients build partnerships and reach consensus among diverse interests. Erik believes the best policy and organizational development initiatives are objective, inclusive, well informed, and lead to tangible outcomes. He emphasizes the importance of balancing community and organizational interests, involving key stakeholders, and ensuring the process is well informed to build sustainable results.

Before forming Jensen Strategies, Erik was the Administration Department Director for the City of Hillsboro overseeing several organization-wide functions including city-wide projects (e.g., visioning, strategic planning, sustainability), legislative relations, community and media relations, and franchise management. Earlier, as a project manager for the same department, he led external and internal policy initiatives such as development and implementation of the international award-winning Hillsboro 2020 Vision. He led the process to develop the City's first operational strategic plan. Prior to the City of Hillsboro, Erik was a public affairs consultant with another firm where he facilitated public engagement processes for large, high-profile projects such as Portland CSO Program, and Oregon Arena Project. He has also held staff positions at the Oregon Legislature and political campaigns.

Erik has a Bachelor of Arts degree in Political Science from Lewis and Clark College and a Master of Public Administration degree from the University of Washington. He is a member of the International City/County Management Association (ICMA) and the Oregon City/County Management Association (OCCMA). Erik currently serves on the Alumni Boards of Lewis and Clark College and Shattuck/St. Mary's School (Faribault, MN).

Ellen Conley, Of Counsel

Ellen Conley is Of Counsel with Jensen Strategies specializing in public manager recruitments, public finance, policy analysis, and executive management recruitment. She began working with the firm in 2014 and assists clients with recruiting public executives and high level financial and policy analysis. She also advises clients on human resource issues and processes.



Ellen is the former Assistant City Manager for the City of Hillsboro where she oversaw multiple departments including Finance, Human Resources, Information Services, Parks & Recreation, and Library. Prior to Hillsboro, she was a Deputy County Administrator for Washington County with administrative responsibilities for the Departments of Land Use & Transportation, and Assessment & Taxation. In addition, she was charged with the development of the County's annual \$500 million budget. She has also held the positions of Assistant Finance Director and Administrative Analyst in other local government jurisdictions. Ellen has a Bachelor of Business Administration from Oregon State University and Master of Public Administration from Lewis and Clark College.

When Ellen isn't working, she enjoys the serenity of the outdoors around her rural Montana home. She spends her leisure time hiking, horseback riding, and rafting with her husband Doug and their two dogs.

Amelia Wallace, Associate

Amelia Wallace, Associate, has been with Jensen Strategies since the Fall of 2020 providing recruitment support, facilitation, policy analysis, and product development for clients. She earned her Master of Public Administration (MPA) from the University of Washington Evans School of Public Policy & Governance in Seattle with a concentration on public financial management, local government service, and policy analysis.



Amelia is from the Tennessee Valley and earned her bachelor's in Politics with Honors from Oberlin College in Ohio. She started her career with three cycles of campaign organizing for local and statewide elections. While happily retired from campaigns, her experience organizing and training maintains her passion for civic engagement and community development. She also served as an AmeriCorps member building partnerships and running youth biking safety and Safe Routes to School programs.

While in Seattle, Amelia immersed herself in a variety of professional and academic activities. In her work, she served as the graduate intern for the City of Seattle Department of Transportation Curbside Management team providing parking policy research, supporting COVID-19 business relief efforts, and coordinating neighborhood engagement and communication about new Link light rail stations. In her final consulting project for her degree, she worked with the Seattle Office of Civil Rights to develop qualitative analysis data as part of the City's Race and Social Justice Initiative. Outside of class, she led the local University of Washington International City/County Management Association (ICMA) student chapter which offers an assortment of professional development events and networking opportunities including conferences and paid fellowship opportunities to support students' work with small cities across Washington state.

In her free time, Amelia loves being outside, whether that is hiking, doing yardwork, or learning about trees and plants. As a longtime craft "beertender," Amelia loves living in the Pacific Northwest and exploring new brews while enjoying her newfound love of Sounders soccer.

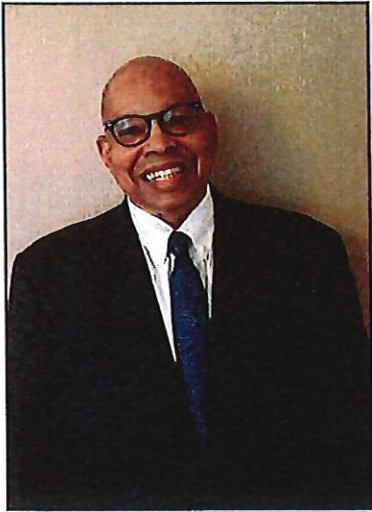
Emily Rehder, Office Manager

Emily Rehder is the Office Manager for Jensen Strategies, LLC . She manages office operations, directs project support, coordinates marketing efforts, leads graphic design work, and oversees the firm's online presence including the website and social media.

Emily's experience as an office manager stems from running a successful supplemental education center for 11 years. Emily holds a Bachelor's of Arts degree in American Studies from UC Berkeley with an emphasis on Minorities in Education.

Originating from Garden Grove, CA, Emily moved to Oregon over a decade ago and enjoys the seasons and the beauty that the Pacific Northwest offers. She enjoys spending time with her family and dog, Lucy, traveling, reading, hiking, swimming, and wine tasting at all of the amazing Oregon wineries.





Isaac E. Dixon, PhD. SPHR

Isaac E. Dixon is the President of Vista HR Consulting and brings more than three decades of experience in the HR field to projects for his clients. He possesses in depth experience in the areas of recruitment and retention, employee and labor relations, coaching and performance management as well as diversity, equity and inclusion.

He served as the Associate Vice President for Human Resources at Portland State University and the AVP and Director Human Resources at Lewis and Clark College in Portland, Oregon.

Prior to moving into the world of higher education Isaac employed in HR for organizations such as Providence Health and Services, GE Capital, Pitney Bowes Financial Services and NIKE. He also served in human resources roles in federal, state and local government agencies.

Isaac received his BS degree in Business Administration at Warner Pacific College. He received his Masters of Arts degree at Marylhurst University in the Interdisciplinary Studies and his doctorate at Capella University in Organization and Management with an emphasis in Human Resources. He is an adjunct faculty member teaching HR related subjects at both Portland State University.

Isaac served on the board of directors of the College and University Professionals HR (CUPAHR) and the TIAA-CREF Advisory Council. He also served on the boards of the Society of Human Resources as well as the Human Resources Certification Institute.

He also believes in community service having served on the Oregon Commission on Black Affairs (appointed by the Governor), the City of Portland Fair Housing Committee (served as the chair), Board of Directors of the Urban League of Portland (2 terms as chair of the board), the Board of Governor's of the Oregon State Bar Association (public member), and the Portland Community College Foundation Board.

He lives in Portland with his wife Lauri and their menagerie of pets.

FEES AND EXPENSES

Professional Fee: Jensen Strategies' fees includes all staff time, meetings and communication with the City, preparation of documents and advertisements, candidate profile development, application screening, communications with candidates, interviews, reference checks, candidate travel coordination, preparation/facilitation/moderation of stakeholder meetings and interview panels, and other tasks related to the recruitment. Our professional fees for the approach offered is:

Professional Fees: \$24,000

Expenses: Expenses are the responsibility of the City. Whenever possible, we will wait for your approval before incurring expenses. Though we tailor each recruitment to our clients' individual needs, expense items typically include:

- Fees for advertising the position online and in publications (typically less than \$1,800)
- Background checks for finalists (typically less than \$1,000)
- Document printing and binders (typically less than \$250)
- Graphic art design (typically less than \$1,000)
- Consultant travel expenses (mileage charged at current IRS mileage rate, lodging at \$150/night/person, travel time at \$40/hour)
- Out of state candidate travel for finalists (if beyond a designated distance) – if desired by the City (depending on number and distance, can range from \$500 to \$3,000)

Estimated expenses for this recruitment are up to \$5,000 plus any out of state candidate travel expenses.

Jensen Strategies will submit invoices to the City on a monthly basis for services rendered, with payment due in 30 days.

PROFESSIONAL LIABILITY INSURANCE

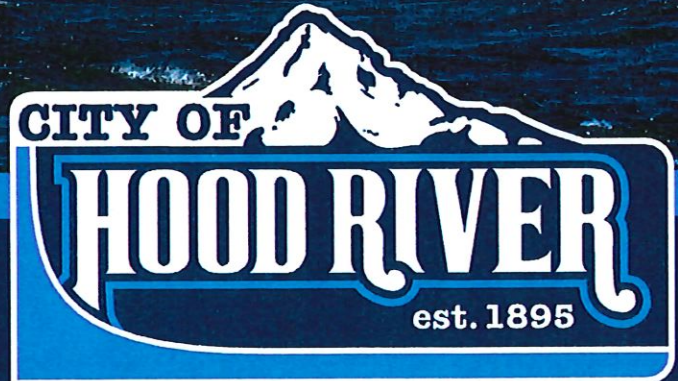
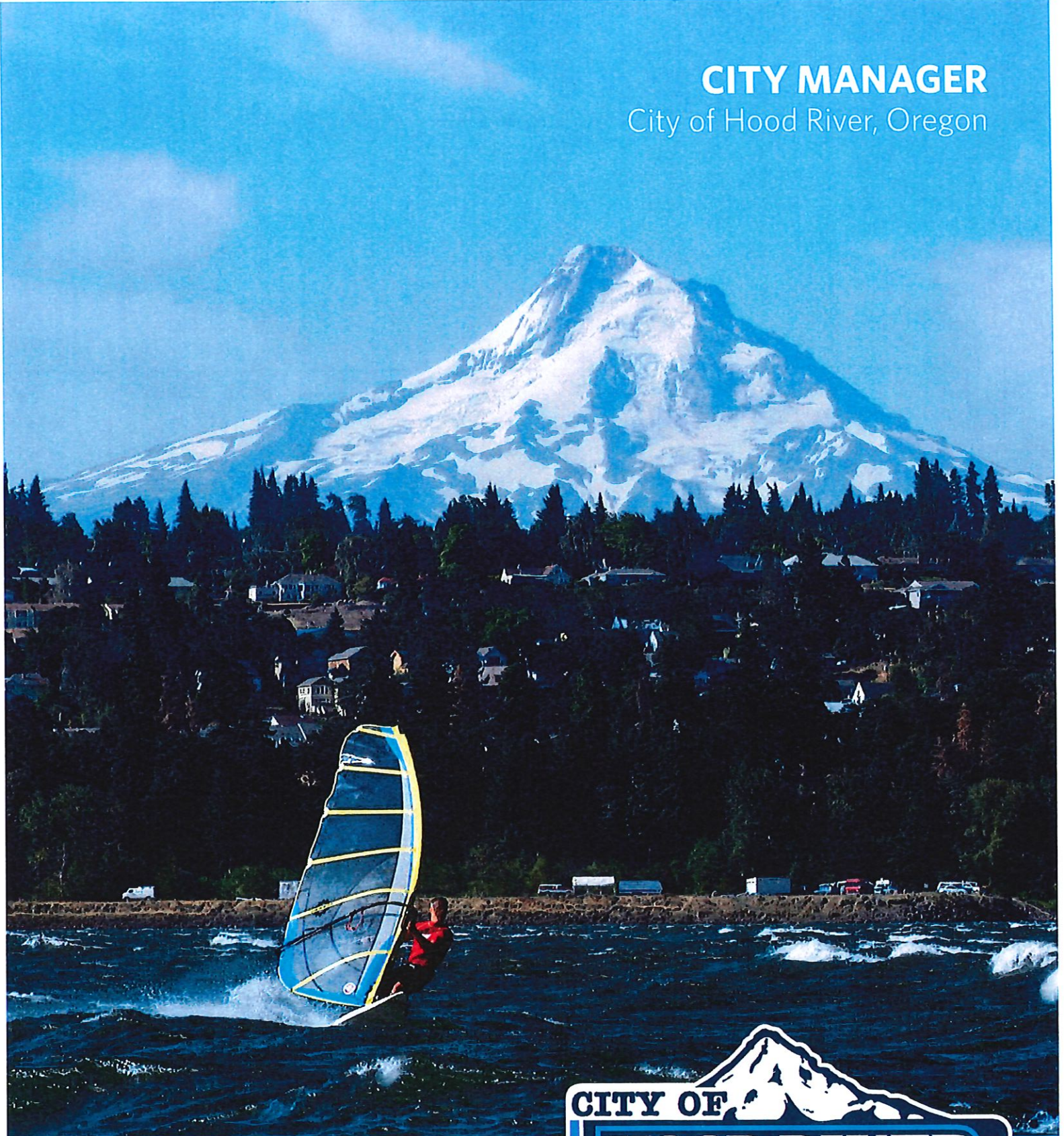
Jensen Strategies carries a professional liability insurance policy through The Hanover Insurance Group in the amount of \$2 million.

GUARANTEE

Jensen Strategies stands by our work. If the candidate selected by the City resigns or is terminated for cause within **one year** of the hire date, we will conduct replacement recruitments for no additional professional fee. In this event, the City would only be responsible for paying the expenses as outlined above associated with the additional recruitment. This guarantee also assumes that the selected candidate signs an employment agreement with the City prior to starting work.

Sample Recruitment Brochures

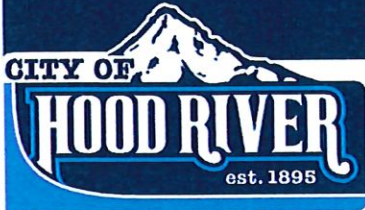
CITY MANAGER
City of Hood River, Oregon



CITY MANAGER

Salary range \$130,000 - \$160,000 annually

Plus excellent benefits



POPULATION

8,565

BUDGET

\$54 Million

FTE POSITIONS

70.1

CITY DEPARTMENTS

Administration

Finance

Fire

Planning

Police

Public Works

Building

Engineering

Parks

Roads

Stormwater

Wastewater

Water

COMMUNITY

Beautiful Natural Environment

National Scenic Area

Outdoor Recreation

Moderate Climate

Small-town Environment

Diversity

Agriculture

Active Tourism

Community Pride

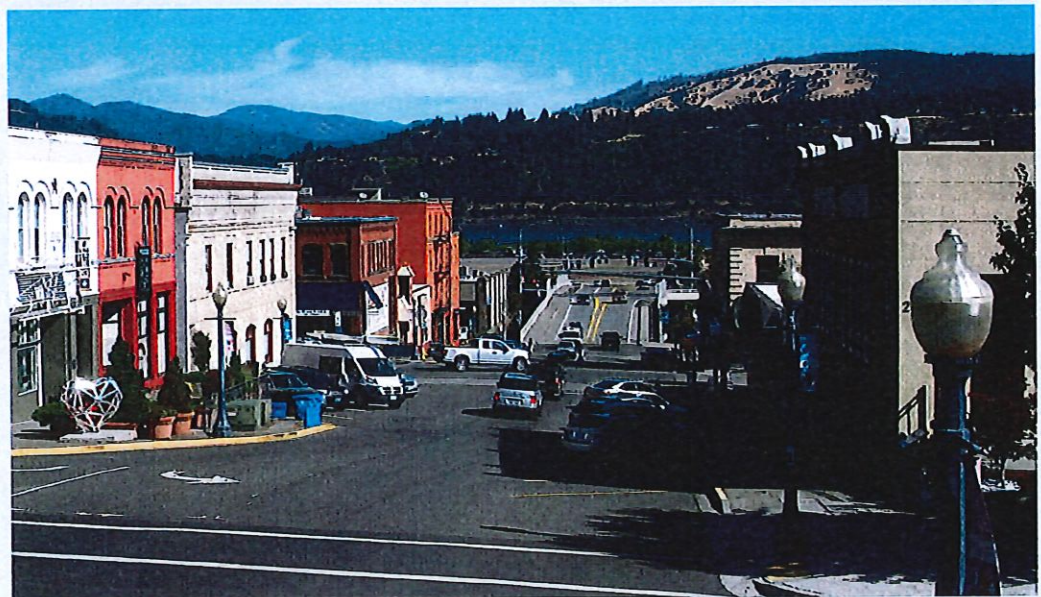
Civic Involvement

THE COMMUNITY

The City of Hood River, Oregon (population 8,565), seat of Hood River County, is located in the heart of the beautiful Columbia River Gorge National Scenic Area. Situated at the confluence of Hood River and Columbia River, just 30 miles north of Mt. Hood, the surrounding area offers a plethora of outdoor recreational sports activities including windsurfing, kayaking, mountain biking, hiking, fishing, golf, and hunting. Within the city, diverse culinary establishments, breweries, wineries, performing arts, and public art provide an appealing urban environment for residents and visitors. Proximity to the Portland metropolitan region also offers access to larger city amenities.

In addition to the beautiful environment, outdoor recreational opportunities, and the small-town character, there are many other local attractions bringing visitors to the area such as the renowned "Fruit Loop," a 35-mile scenic drive through orchards, forests, farmlands, and wine country. Annual festivals, such as the Hood River Blossom Festival and Hops Fest, as well as concerts, and sporting events attract tourists to the region.

Hood River has a quaint, yet vibrant feel, where residents are friendly and welcoming. It is a racially and culturally diverse community with 25 percent of residents representing Hispanic, Black, Asian, and indigenous populations. Residents have strong community pride, and many are active in their community. Families enjoy a high quality of life with a low crime rate, good schools, strong local economy, and excellent healthcare. In 2014, Livability.com named Hood River the fourth best small town in the nation in which to live.



Community outdoor recreation space in the City adds to the active and family-friendly ambience with 16 City-owned parks as well as other parks operated by Hood River Valley Parks and Recreation District, Hood River County, and the Port of Hood River. The climate is moderate, experiencing all four seasons with mild winters and warm summers.

THE ORGANIZATION

The City of Hood River employs a council-manager form of government with the City Manager appointed by the City Council. The Mayor is elected at-large for a two-year term and six Councilors are elected at-large for four-year terms. The City of Hood River, a full-service city, is comprised of six departments including Administration, Finance, Fire, Planning, Police, and Public Works (building, engineering, parks, roads, stormwater, wastewater, water). The City employs 70.1 full-time employees, and its 2021-22 budget is \$54 million. In addition, the Urban Renewal Agency budget is \$7.9 million. Note: the current Fire Chief is retiring, and a recruitment process is underway. The next City Manager will be making the final candidate selection.



THE POSITION

Under the collective direction and supervision of the City Council, the City Manager serves as the chief administrative officer of the city government and is responsible for implementing the policies enacted by the Council. The City Administrator assumes full leadership and accountability for all City operations, provides professional and expert guidance, spearheads long-term planning efforts, oversees implementation of the [City Council annual workplan](#) and serves as a critical link between the policy-making and operational functions of the City.

THE IDEAL CANDIDATE

The ideal candidate possesses and has demonstrated the following attributes:

- **Strong leadership and management abilities** to provide clear direction, effectively manage multiple departments and initiatives, develop and inspire staff, and build a professional, high-functioning organization. An ability to envision and facilitate organizational change to meet contemporary service delivery needs and efficiencies is important. As a leader, an ability to help the organization envision, plan, and address long-term challenges is essential. Experience in working with unions is helpful. An ability to effectively plan for and address long-term growth is essential. The City Manager should value and practice teamwork, collaboration, transparency, equity, inclusivity, and accountability with staff.
 - **Demonstrate responsiveness, accessibility, inclusivity, and collaboration working with the City Council** as the City's policy making body. Be proactive and effective in communicating and addressing policy or other issues important to the Council. An ability to communicate with verbal and written clarity is expected. Maintaining collaborative relationships with all Council members through regular and detailed communication is expected. Enable and facilitate effective and informed Council decision-making processes. Be actively aware of the City's operations and legal obligations. The City Manager should provide expertise to assist the City Council in fulfilling their governing body role.
-



- **Experience in community development planning** to address growth and maintain long-term quality of life goals. The City Manager should have experience in planning and implementing successful long-term initiatives to revitalize communities. Familiarity with housing affordability, accessibility, and supply issues will be helpful to inform and lead policy development in these areas. Understanding of Oregon land use planning, smart growth, and environmental sustainability is desired. An ability to facilitate community development initiatives with collaboration, inclusivity, and transparency is essential.
- **Ability to maintain, strengthen, and expand the City's community engagement** approaches that foster inclusive community involvement particularly with underrepresented communities. Use approaches that support, facilitate, and encourage citizen engagement in city decision making, and uphold the principles of transparency, inclusion, and public participation. The City Manager should also be engaged, visible, and active in the community respecting of all perspectives, open-minded, a listener, and approachable by all citizens. A commitment to accessibility, transparency, openness, and timeliness, when communicating with all individuals or groups is important. Employing an even-handed approach to differing views and interests will be critical.
- **An appreciation and understanding of the principles and issues related to racial and social equity** is imperative. Experience in operational and policy development approaches that cultivate greater racial and social equity within the City organization and with the community is desired. Demonstrated experience building community engagement relationships with underrepresented communities and managing departmental equity assessments and trainings is helpful.
- **Strong public finance skills** are important and experience with Oregon budget laws and requirements is helpful. The City Manager is expected to be able to take a comprehensive financial planning approach that integrates with City's long-term workplan.
- **Knowledge and experience in infrastructure planning, maintenance, construction, and funding** to manage current and planned sewer, stormwater, water supply, and transportation projects is important. Experience in public facilities' planning and management is essential. The City Manager must have an understanding and ability to engage community and inter-governmental interests in project planning and implementation. Familiarity with energy sustainability approaches and other measures to reduce contributions to climate change is desired.

- **An ability to foster and maintain collaborative and effective intergovernmental working relationships** including with state, peer local governments, and other public service providers to identify and take advantage of mutually beneficial cooperation opportunities. The City Manager needs to be able to navigate complex roles and responsibilities related to public services between agencies.
- **A genuine appreciation** for the unique attributes that make Hood River a friendly town with a strong sense of community. The City Manager should appreciate and embrace these attributes and be an active member of the community.
- **Understanding of the Council-Manager form of government** and the proper roles of bodies and individuals within such governments. Help ensure the City Council, staff, and advisory bodies are all operating effectively with each other and within legally defined roles.

POLICY PRIORITIES

The City Manager will be expected to support, facilitate, and/or implement the following policy priorities for the City:

- **Housing and Community Development**
Over the last several years, the City Council has prioritized and worked toward addressing the lack of housing supply and diversity in the community. Expanding the accessibility and attainability of housing for residents and workers is an ongoing commitment for the City. Specifically, providing affordable housing options is a central policy area the City Manager will be expected to facilitate and champion. The City is currently seeking to promote and foster development of low- and middle-income housing including the Rand Road housing project. The City also has several active Urban Renewal Districts and is considering additional designations to address growth needs.
- **Diversity, Equity, and Inclusion**
In August 2020, the Hood River City Council passed Resolution 2020-13 for Racial and Social Equity.



The resolution supports systemic change toward eliminating instances of bias and racial/social equity barriers in City programs and services. It also commits the City to eliminating racial and social inequities within the staff, volunteers, and elected officials. The next City Manager will be expected to embrace the tenets and intent of the resolution. In addition, the Manager will need to lead the City's efforts toward tangible and meaningful progress in this area.

■ **Infrastructure Improvement Projects**

The City is currently planning and implementing a broad range of major sewer, stormwater, water, and streets projects to update systems and address growth issues. The next City Manager will oversee and help obtain financing for \$50 million of planned sewer/stormwater system improvement projects as well as other infrastructure needs such as streets and water supply. These projects include updates to the wastewater treatment plant, pre-treatment approaches with businesses, a \$6.7 million waterfront stormwater system update, as well as replacing all leaded pipe joints. There are also road and intersection improvements in progress. The City Manager will be expected to lead efforts to address downtown parking issues working with businesses and residents.

■ **Community Engagement**

The City of Hood River places great importance on community engagement. It will be important for the next City Manager to continue this priority while striving to increase inclusivity, and equity in citizen participation with the City. The City Manager will be expected to promote, foster, and enhance community outreach, particularly to engage underrepresented communities. In addition, ensuring community awareness and engagement in key policy decisions and major projects will be important.

EDUCATION/EXPERIENCE

A Bachelor's degree in Public Administration, Planning, Political Science, or a related field, and at least five years of upper-level local government management experience is required. An advanced degree in Public Administration or a related field, and at least ten years of increasingly responsible experience. Experience and/or training in housing policy, community engagement, public infrastructure management, and union relations is desired.



RECRUITMENT PROCESS

Applications Due

July 28, 2021

Online Video Semi-Finalist Interviews

Week of August 2, 2021

Finalist Interviews and Selection

Week of September 6, 2021

For additional details, application materials, and instructions on how to apply, please visit

www.jensenstrategies.com/recruitment/hoodrivercitymanager

Questions may be directed to:

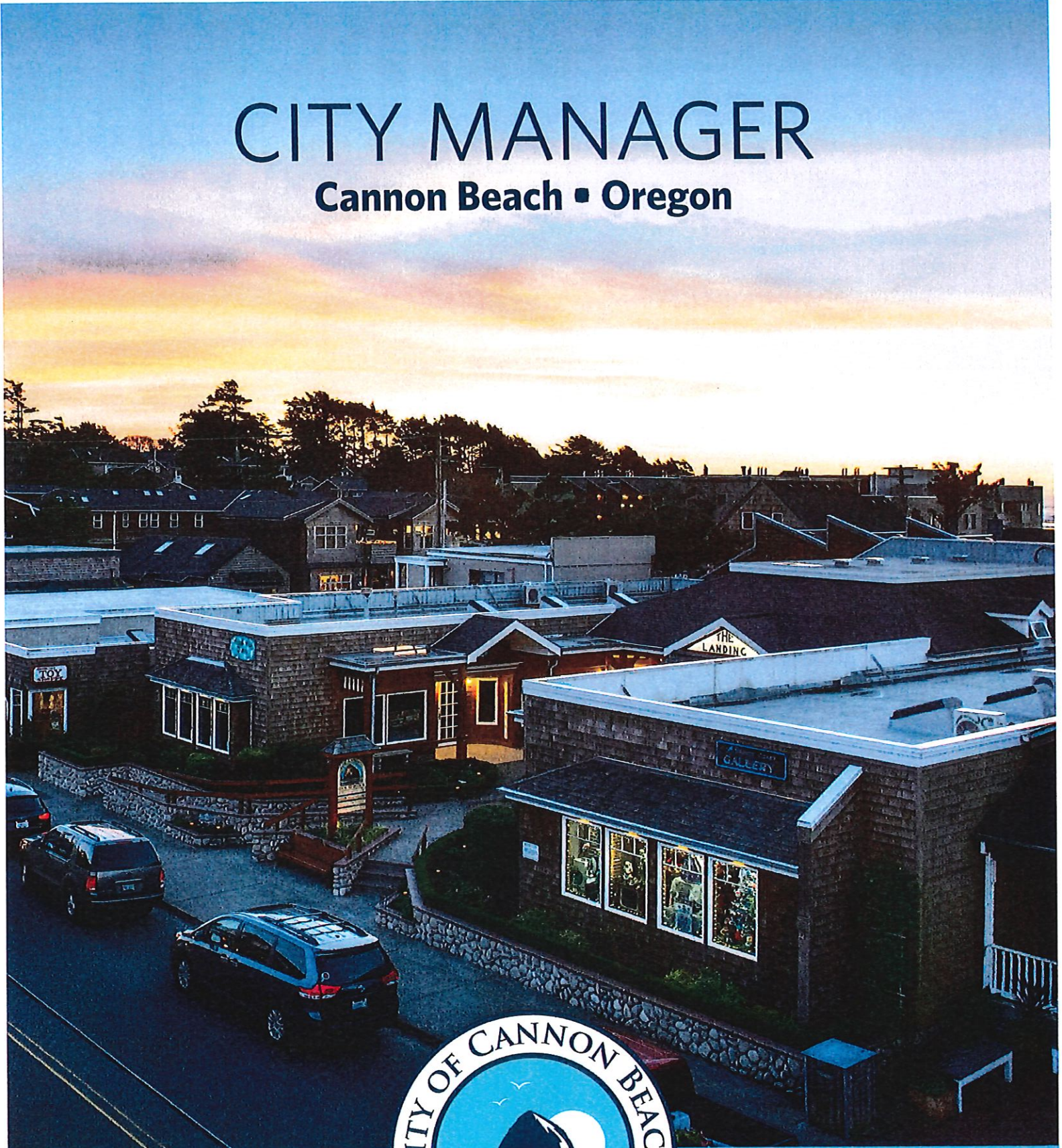
Erik Jensen, Jensen Strategies, LLC
503-477-8312 or erik@jensenstrategies.com



*The City of Hood River is an
Equal Opportunity Employer.*

CITY MANAGER

Cannon Beach • Oregon





POPULATION: 1,710

BUDGET: \$17 MILLION

36.45 FTE

CITY DEPARTMENTS

- Executive
- Planning
- Police
- Finance
- IT
- Public Works

COMMUNITY PROGRAMS

- Haystack Rock Awareness Program
- Farmers Market

PLUS

- Stunning beaches
- Natural splendor
- Vibrant arts community
- Gourmet food and drink
- Community spirit
- Civic involvement



JENSEN STRATEGIES

CITY MANAGER

\$115,000 to \$130,000

plus housing allowance and excellent benefits

Where the mountains meet the sea, Cannon Beach is a charming village nestled next to the awe-inspiring Pacific Ocean and the towering conifers of Ecola State Park on the North Oregon Coast. Located an **hour west of the Portland metro area**, the village (population 1,710) is **one of Oregon's most popular tourist destinations** thanks to its unparalleled beaches, thriving arts community, boutique stores, quality restaurants and brewpubs, and boundless recreation opportunities. The city, home of the iconic Haystack Rock, was deservedly listed by *National Geographic* as one of the **100 Most Beautiful Places** and **21 Best Beaches in the World**.

Cannon Beach is a close-knit village whose residents care deeply about their community. **Volunteerism and public involvement** are hallmarks of the town, with strong support for local non-profit organizations, an ethos of **environmental stewardship**, and robust participation in public policy development processes. Community spirit runs deep, and residents enjoy their **high quality of life** and status as one of the **safest cities in the state**. With its festive atmosphere, Cannon Beach is home to numerous prominent events including the Cannon Beach Sandcastle Contest, Savor Cannon Beach, the Stormy Weather Arts Festival, and Haystack Holidays.



THE ORGANIZATION

The City of Cannon Beach employs a **council-manager form of government**. Four Councilors and the Mayor are elected at-large for four-year terms, with a limit of eight years continuous service per member. The City employs 36.45 full-time employees and its 2017-18 budget is approximately \$17 million. Departments include Executive, Planning, Police, Finance, IT, and Public Works, as well as community programs including the Farmers Market and the Haystack Rock Awareness Program. Fire service is provided by the Cannon Beach Rural Fire Protection District.



THE POSITION

Under the collective direction and supervision of the City Council, the City Manager serves as the **chief executive officer** of the City and is responsible for implementing the policies enacted by the Council. The City Manager assumes **accountability for all City operations**, provides leadership and expert guidance, spearheads long-term planning efforts, and serves as a critical link between the policy-making and operational functions of the City.

ideal candidate

THE IDEAL CANDIDATE

The ideal candidate possesses and has demonstrated the following attributes:

- **A genuine appreciation** for the unique qualities that make Cannon Beach a charming seaside village, including the breathtaking natural surroundings, ethos of environmental stewardship, vibrant arts community, numerous shops and restaurants, and thriving community atmosphere. **Choosing to live in the city** is one way to demonstrate the City Manager's recognition of the community's many virtues and a commitment to protecting and enhancing them in the future.
 - Support for **meaningful citizen engagement** in policy development processes and commitment to the principles of **transparency, inclusion, and public participation**. Cannon Beach citizens are passionate about their community and are active in civic decision-making. The numerous City boards, commissions, and committees play a key role in advising the City Council on policy matters.
 - Commitment to **active involvement in the community** through participating in local organizations, developing relationships, and being actively visible around town.
- An ability to be **approachable** by all citizens, **respectful** of all perspectives and viewpoints, and **even-handed** in approaching differing views and interests is critical. The City Manager should be dedicated to updating and informing the community on City policy and operational issues, and maintaining a **collaborative approach** toward working with the business community, individual homeowners, and other community organizations, including the Chamber of Commerce, arts, and historical associations. An inclination toward **consensus-building**, and a willingness to enforce unpopular decisions when necessary will be important.
- Ability to **keep the Council fully informed** of current and future issues, adhering to a principle of 'no surprises.' A commitment to building positive, **collaborative relationships with all Councilors**, and engaging in frequent and open communication through email, phone, and in-person meetings is vital. The City Manager must keep the Council updated on **City operations**, provide accurate and complete **analysis of choices** before the Council, and assist the Council in **long-term policy planning**.



ideal candidate

- **Thorough understanding of the council-manager form of government** and the proper roles of bodies and individuals within such governments. The City Manager will be expected to help ensure the City Council, staff, and advisory bodies are operating effectively with each other and within their defined roles.
- Capacity to **effectively represent the City** with numerous intergovernmental groups including Clatsop County, Seaside School District, Cannon Beach Fire and Rescue, Sunset Empire Transportation District, State agencies, and other regional partners. The City Manager will need to **actively cooperate** with such groups while protecting the City's interests.
- Excellent communication skills. An ability to **write in a clear and articulate manner** and **speak effectively** with large and small groups will be essential. The City Manager should be committed to open communication with all parties, including City officials, staff, and citizens, and timely responsiveness to questions and input.
- Experience **developing public infrastructure**. The City Manager will help plan for the future of City-owned facilities and properties, such as the South Wind property.
- Solid **budgeting and finance abilities** and proficiency with Oregon budget laws and requirements. The City Manager must be able to **prioritize the financial needs** of operations and programs effectively, and be proficient in collecting and allocating transient room tax funds, which is a central component of the City's revenue base.
- **Interpersonal staff relations skills** and a commitment to creating a positive work environment and **cultivating excellence in employees**. The City Manager must employ skills related to coaching and staff development, including an ability to delegate tasks while holding employees accountable. A commitment to being publicly supportive of staff, and willing to face criticism on their behalf and insulate them from undue influence is important. The City Manager should be able to actively listen to staff and incorporate their input into decision-making. A management approach incorporating interdepartmental communication and coordination is necessary.
- **Strong management and leadership skills** and an ability to provide clear direction, effectively manage multiple departments and initiatives, develop and inspire staff, and build an outstanding organization. The City Manager should be able to effectively plan for and address long-term challenges, and should have an open, engaging personal style with a good sense of humor. A willingness to **make difficult decisions when necessary** and demonstrate a **commitment to neutrality and fairness** will be essential. The City Manager must be e-literate and supportive of the use of technology to make government efficient and accessible for citizens. Specific experience in Oregon land use law, Oregon municipal finance regulations, Oregon public meeting/records laws, and public works administration is needed.

EXPERIENCE AND EDUCATION

A bachelor's degree in public administration or a related field, and at least five years of upper-level local government management experience is required. An advanced degree in public administration or a related field, and at least eight years of city management experience, including in small, tourism-dependent communities with significant seasonal population changes, is preferred. Professional credentialing, such as through ICMA, is also preferred.

RECRUITMENT PROCESS

Review of Applications
Sept 9, 2017

**Preliminary Phone
Interviews**
Week of Sept 18, 2017

**Semi-Finalist
Interviews**
Week of Oct 9, 2017

**Finalist Interviews
and Selection**
Week of Nov 6, 2017



*The City of Cannon Beach
is an Equal Opportunity
Employer.*

For additional details,
application materials,
and instructions on how
to apply, please visit
www.jensen-strategies.com/municipal-manager-recruitment

**Questions may be
directed to:**

Jeff Aprati
Jensen Strategies, LLC
503-477-8847
jeff@jensen-strategies.com

*Photos courtesy of
Councilor George Vetter*



JENSEN STRATEGIES

POLICY PRIORITIES

• **Community Character Preservation**

Given the importance of ambiance, environment, and overall 'feel' to the community's success, the City has made preserving these characteristics a central priority. The City endeavors to protect its natural resources and support the needs of its residents while also facilitating tourism. The City Manager's understanding and adherence to the City's established Comprehensive Plan will be of high importance, rather than pursuit of growth or expansion.

• **Ecola Creek Forest Reserve**

The Ecola Creek Forest Reserve consists of approximately 1,040 acres of City-owned property in the Lower Ecola Creek watershed, including the springs that are the City's primary water source. The City Manager will help manage the Reserve with the goals of restoring the ecological integrity of the forest ecosystem and habitats, and preserving and enhancing municipal water quality. Passive recreation opportunities will also be provided in a manner compatible with these priorities.

• **South Wind Property**

The City owns a 58-acre parcel known as the South Wind property, which represents an important opportunity for locating future critical and essential public buildings outside the tsunami inundation zone. The City Manager will need to help ensure that any future physical or financial planning for this site is conducted in a thoughtful, holistic, and inclusive manner.

• **Strategic Plan Implementation**

Implementation of the five-year City of Cannon Beach Strategic Plan will be a primary focus of the City Manager. Components of the plan are as follows:

Affordable housing

Though the local economy, as well as City services, are dependent on employees who are invested in the community, only a small percentage of the City's workforce can afford to live in the city they serve. The City has made a long-term commitment to address the affordable housing shortage.

Emergency preparedness

Cannon Beach lies directly inshore from the Cascadia Subduction Zone and is impacted by periodic powerful Pacific storms. The City is dedicated to becoming a resilient and safety-focused community, and is actively exploring options for moving critical facilities and infrastructure out of the tsunami inundation zone.

Infrastructure

The City is committed to taking the steps necessary to sustain its extensive yet aging infrastructure network into the future. It is an ongoing challenge to deliver City services to residents, businesses, and the increasing number of tourists visiting the community each year. Current user rates do not cover the base cost of operating these services, let alone the maintenance and capital investments that will be needed in the long-term.

Relationship with community

The City Council and staff are focused on strengthening citizen confidence in city government, and on building and maintaining trust between the City and the community.

Effective government

The City has pledged to take active and ongoing steps to ensure it can continue to deliver excellent customer service for residents and visitors, manage risk, and demonstrate accountability.



JENSEN STRATEGIES

(503) 477-5615

1750 S Harbor Way,
Suite 350
Portland, OR
97201

www.jensenstrategies.com





AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: September 14, 2021
 SUBJ: Consideration of License to Occupy ROW – Wheatley

SUMMARY

The City has received a request from Mr. Roy Wheatley, for a license to occupy a 25-foot portion of the right-of-way (ROW) in front of his 689 SW Juniper property, for parking. Public Works has reviewed the license to occupy request and had no objections with approval.

RECOMMENDATION/SUGGESTED MOTION

“I move to approve the License to Occupy a 25-foot portion of the SW Juniper right-of-way adjacent to 689 SW Juniper, also identified as Tax Lot No. 810020D001300, by Roy Wheatley for parking.”

ALTERNATIVE

1) None recommended

FISCAL IMPACT

N/A

Approved by City Manager:

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

License to Occupy

AN AGREEMENT, made and entered into this ____ day of _____, 2021, between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter referred to as “City”, and Roy Wheatley, hereinafter referred to as “Wheatley”.

WITNESSETH:

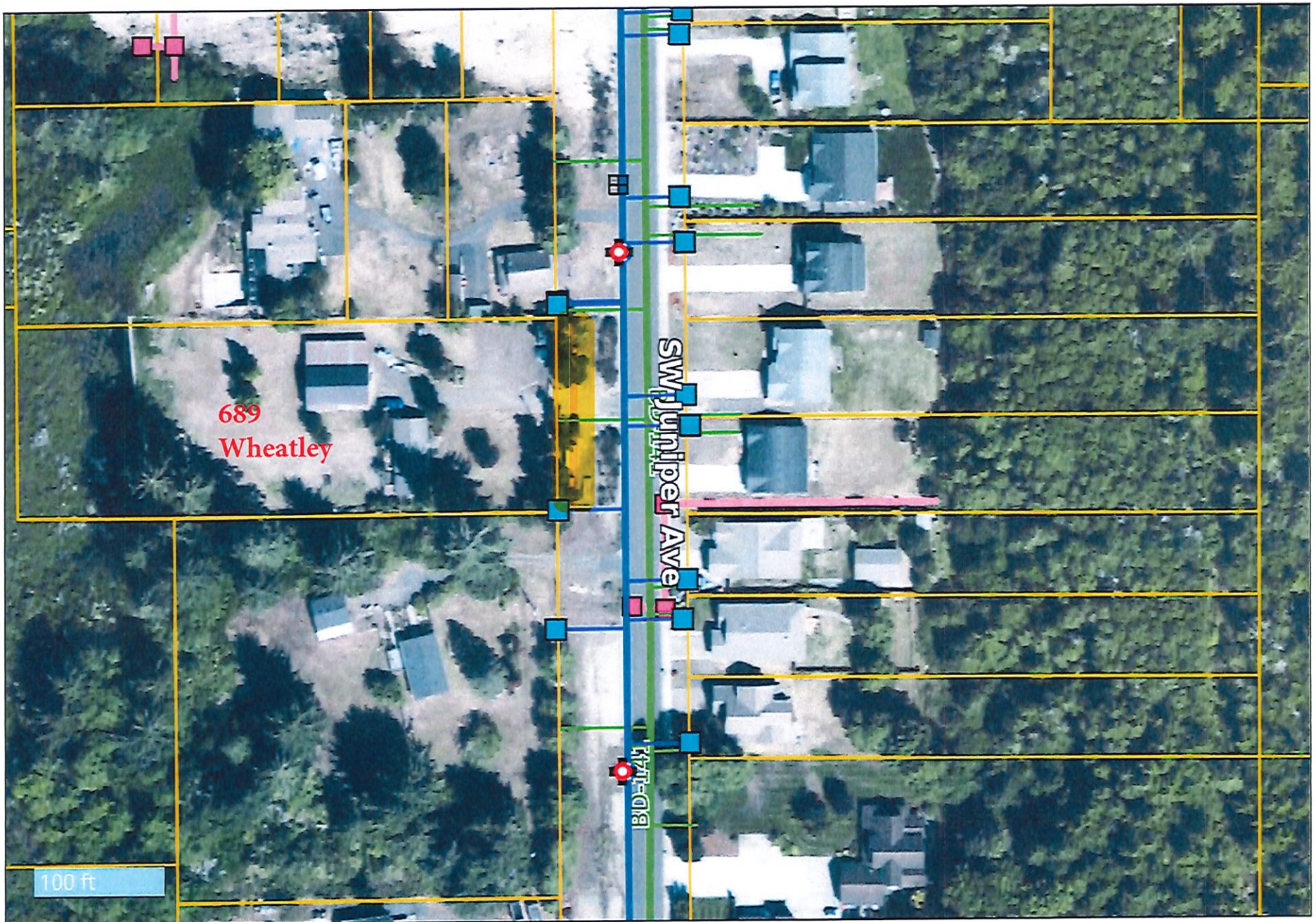
WHEREAS, Wheatley is the owner of certain real property in Warrenton, Oregon, hereinafter referred to as the “Wheatley property”, and more particularly described as 689 SW Juniper Avenue, Tax Lot 81020D001300, in the City of Warrenton, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of public street rights-of-way adjacent to and abutting the Wheatley property, hereinafter referred to as “SW Juniper right-of-way”, and

WHEREAS, Wheatley wants to park flatbed trailers on a 25’ portion of SW Juniper right-of-way as it abuts the Wheatley property.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

- 1) City grants permission to Wheatley and Wheatley accepts City’s permission to occupy a 25’ portion of SW Juniper right-of-way, as shown on the attached aerial photograph.
- 2) Wheatley may have non-exclusive use of this area.
- 3) License area shall be kept clean and free of trash and debris. There shall be no loose items stored in the approved License area.
- 4) Wheatley’s use of the SW Juniper right-of-way is not “adverse” or contrary to the City in any way. Neither Wheatley nor any subsequent owner of the adjacent property will acquire any prescriptive rights in the SW Juniper right-of-way.
- 5) City may revoke its permission for Wheatley’s continued use of the SW Juniper right-of-way for any reason upon sixty days prior written notice to Wheatley. Upon such notice, Wheatley or subsequent owner shall, at Wheatley’s sole expense restore the right-of-way to a condition acceptable to the City.



Disclaimer: The information contained in this GIS application is NOT AUTHORITATIVE and has NO WARRANTY OR GUARANTEE assuring the information presented to you is correct. GIS applications are intended for a visual display of data and do not carry legal authority to determine a boundary or the location of fixed works, including parcels of land. They are intended as a location reference for planning, infrastructure management and general information only. The City of Warrenton assumes no liability for any decisions made or actions taken or not taken by the user of the GIS application. The City of Warrenton provides this GIS map on an "as is" basis without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no liability for any errors, omissions, or inaccuracies in the information provided.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Linda Engbretson, City Manager
 DATE: September 14, 2021
 SUBJ: Transfer of Lease – Sturgeon Paul to Jim Fowler – Big Game Fishing

SUMMARY

In July, the Commission considered a request for *Sale of Buildings, Equipment and Leasehold Interest*, located at the Hammond Marina (World Headquarters) between Mr. Paul Leitch and Mr. James Fowler. At the time, the Commission requested additional information including a background on Mr. Fowler and an inspection of the property and buildings. At the August 10 meeting, staff reported results of the building inspection, and that there was outstanding personal property tax for 2020 owing in the amount of \$711.67. Direction from the Commission was to issue a letter of default to cure back taxes, zoning (living quarters) and building code violations, and bring the sublease with US foods into compliance.

An inspection report from the Building Official notes building violations have been addressed to his satisfaction. The personal property tax has been paid. Mr. Leitch informed staff that Mr. Fowler is not interested in continuing the sublease with US Foods and has provided notice the sublease shall be terminated (October 1). Staff believes items have been addressed within the timeline of the Notice of Default.

Legal Counsel will be available for consultation.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends reconsideration of the agreement; *Sale of Buildings, Equipment and Leasehold Interest*.

ALTERNATIVE

Other action as deemed appropriate by the City Commission.

**AGREEMENT FOR SALE OF BUILDINGS, EQUIPMENT AND LEASEHOLD INTEREST
(SECURITY AGREEMENT)**

DATE: July 9, 2021

PARTIES: Paul Leitch ("Seller")

James Fowler ("Buyer")
Jennifer Fowler

RECITALS

A. Seller owns buildings located at the Hammond, Oregon Mooring Basin. The buildings are located on land sub-leased from the City of Warrenton based on the City's leasehold interests from the United States Army Corps of Engineers, Portland District Real Estate Office.

B. Buyer desires to acquire the buildings and the Seller's leasehold interests, and Seller desires to sell the buildings and Seller is willing, with the approval of the City of Warrenton and the United States Army Corps of Engineers, Portland District Real Estate Office, to assign such leasehold interests to Buyer.

AGREEMENT

SECTION 1.

**ASSETS PURCHASED; PURCHASE PRICE; PAYMENT OF PURCHASE PRICE;
LIABILITIES ASSUMED**

1.1 Assets Purchased. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, all of the buildings Seller owns at the Hammond, Oregon Mooring Basin (hereinafter "Buildings") and equipment used in the operation of the business therein ("Equipment") and assign Seller's leasehold interest with the City of Warrenton, subject to the approval of the City of Warrenton and the United States Army Corps of Engineers, Portland District Real Estate Office ("Leasehold Interest"). A copy of the lease is attached hereto as Exhibit A.

1.2 Purchase Price. Buyer shall pay the sum of [REDACTED] as the total Purchase Price.

1.3 Payment of the Purchase Price.

1.3.1 Payment at Closing. Upon acceptance, Buyer shall pay to Seller Ten Thousand Dollars [REDACTED] as non-refundable earnest money. As partial

PL

[Signature]

payment of the Purchase Price, Buyer shall execute a promissory note in favor of Seller for the sum of [REDACTED] Thousand Dollars [REDACTED] ("Note") in the form attached as Exhibit B, with the balance of [REDACTED] [REDACTED] paid by Buyer in the form of a cashier's check.

1.4 Instruments. At Closing, Seller shall provide a Bill of Sale for the Buildings and equipment and execute an assignment of the leasehold interest and Buyer shall execute the Note. The Parties shall execute a UCC-1 statement, which shall be filed as evidence of Seller's security in the assets conveyed herein and this document shall also serve as a security agreement.

1.5 Liabilities Assumed. Buyer is assuming no liabilities of Seller. This is an asset purchase only and the only assets are the Buildings, Equipment and the Leasehold Interest. Seller shall remain liable for all of his own debts.

1.6 Resale. Buyer may not resell Buildings or Equipment until Seller is paid in full.

**SECTION 2.
OTHER AGREEMENTS**

At closing, the parties shall execute the following additional agreements:

2.1 Lease Assignment or Replacement. The lease agreement between Buyer and Seller's landlord, pertaining to the land on which the Buildings sit, shall be assigned to Buyer with the City of Warrenton's and the United States Army Corps of Engineers' consent (if required), which consent shall serve to release Seller from his obligations under the lease; or Buyer shall obtain his own new lease with the City of Warrenton and United States Army Corps of Engineers, under which Seller shall have no liability to the City of Warrenton or the United States Army Corps of Engineers.

2.1.1 Insurance. Buyer shall keep the Buildings insured at Buyer's expense and name the Seller as loss-payee up to the total sum due Seller, with any over the sum due Seller, to be paid to Buyer, until the Seller is paid in full.

2.2 Closing. Closing shall occur in the offices of Buyer's attorney, Campbell & Popkin, LLC, at 1580 N. Roosevelt Drive, Seaside, Oregon on or before July 30, 2021.

2.3 Removal of Personal Property. Seller shall remove all personal property owned by Seller by 5:00 p.m. on the seventh (7th) day after Closing. Any personal property of Seller or owned by any entity of Seller remaining after 5:00 p.m. on the seventh (7th) day after Closing shall be deemed abandoned by Seller or his entity and shall thereafter become property of Buyer, as if it were a gift. This Agreement shall serve as a bill of sale or transfer of ownership for any such property, without the need for any further documentation of such transfer of ownership.

**SECTION 3.
SECURITY**

The Buildings, Equipment and Leasehold Interest will be conveyed subject to the interest of the Seller, which shall be evidenced by a UCC-1 filing. In the event that Buyer fails to make a payment to Seller by 6:00 p.m. on the twentieth (20) day after it is due, then Buyer shall forfeit all rights in the Buildings, Equipment and Leasehold Interest and Seller shall have the right to immediate and exclusive occupancy of the Buildings and Seller shall retain all payments made under this Agreement by Buyer and Buyer shall have no right to return of said funds or other recourse.

**SECTION 4.
SELLER'S REPRESENTATIONS**

Seller represents to Buyer as follows:

4.1 Title and Condition of Buildings. Seller owns all of the Buildings free and clear of all mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions of any kind, except that of the City of Warrenton and the Corps of Engineers.

4.2 Accuracy of Representations and Warranties. None of the representations of Seller contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make statements in this Agreement not misleading. Seller knows of no fact that has resulted, or that in the reasonable judgment of Seller will result, in a material change in the Buildings, that has not been set forth in this Agreement or otherwise disclosed to Buyer.

**SECTION 5.
SELLER'S COVENANTS PENDING CLOSING**

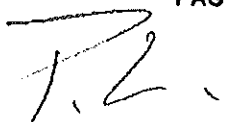
5.1 Seller's Use of Buildings Prior to Closing. Seller agrees that between the date of this Agreement and the closing date, Seller will:

5.1.1 Not assign, sell, lease, or otherwise transfer or dispose of any of the Buildings.

5.1.2 Maintain the Buildings in their present condition, reasonable wear and tear and ordinary usage excepted.

5.2 Access to Premises and Information. At reasonable times before the Closing Date, Seller will provide Buyer and his representatives with reasonable access during business hours to the Buildings, and furnish such additional information concerning the Buildings as Buyer from time to time may reasonably request.

5.3 Conditions and Best Efforts. Seller will use his best efforts to effectuate



the transactions contemplated by this Agreement and to fulfill all the conditions of the obligations of Seller under this Agreement, and will do all acts and things as may be required to carry out his obligations under this Agreement and to consummate and complete this Agreement.

SECTION 6. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

The obligation of Buyer to purchase the Buildings is subject to the fulfillment, before or at the Closing Date, of each of the following conditions, any one or portion of which may be waived in writing by Buyer:

6.1 Representations, of Seller. All representations made in this Agreement by Seller shall be true as of the Closing Date.

6.2 Licenses and Permits. Buyer shall have obtained all licenses and permits from public authorities necessary to operate Buyer's desired business activities at the Buildings.

6.3 Consent of Lessor/Landlord. Buyer shall have obtained the City of Warrenton's and United States Army Corps of Engineers Portland District Real Estate Office's consent (if required) to the assignment of lease to Buyer, unless Buyer has obtained his own lease to the premises for the Buildings, either of which shall operate to release Seller from any further obligations to the City of Warrenton or the United States Army Corps of Engineers Portland District Real Estate Office for the Leasehold Interest.

6.4 No Suits or Actions. At the Closing Date, no suit, action, or other proceeding shall have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the contemplated transactions.


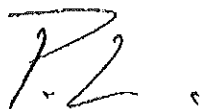
SECTION 7. TERMINATION OF AGREEMENT

7.1 By Mutual Consent. This Agreement may be terminated by mutual written consent of Buyer and Seller.

7.2 Breach of Representations; Failure of Conditions. Buyer may elect by notice to Seller, and Seller may elect by notice to Buyer, to terminate this Agreement if:

7.2.1 The terminating party shall have discovered a material error, misstatement, or omission in the representations made in this Agreement by the other party.

7.2.2 All of the conditions precedent of the terminating party's obligations under this Agreement have not occurred and have not been waived by the terminating party on or prior to the Closing Date.



**SECTION 8.
MISCELLANEOUS.**

8.1 Attorney Representation. Seller is represented in this transaction by Lawrence J. Popkin, Campbell & Popkin, LLC. Buyer has been advised to seek independent legal advice.

8.2 No Contest. Neither party shall have the right to contest any of the terms of this Agreement. Each party specifically waives any such right.

8.3 Integration. Once executed, this Agreement shall serve as the complete and full agreement between the parties and shall supersede all prior written or oral agreements regarding the sale of the Buildings and Leasehold Interests. Any modifications to this Agreement must be in writing and signed by both parties to be effective.

8.4 Survival. All terms of this Agreement that benefit the Seller shall survive Closing and shall continue until all obligations of the Buyer to the Seller are satisfied in full.

8.5 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:


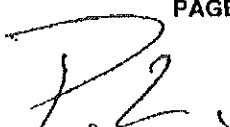
Seller: Paul Leitch
PO Box 566
Warrenton, OR 97146

w/copy to: Lawrence J. Popkin
Campbell & Popkin, LLC
1580 N. Roosevelt Dr.
Seaside, OR 97138

Buyer: James and Jennifer Fowler
90887 Lewis & Clark Road
Astoria, OR 97103

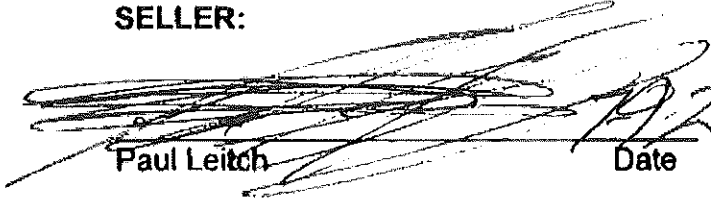
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Signatures on following page.




IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

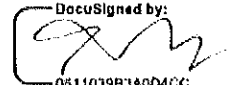
SELLER:

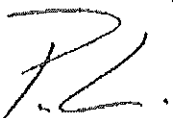

Paul Leitch


Date

BUYER:

 7-9-21
James Fowler Date

DocuSigned by:
 7/9/2021
Jennifer Fowler Date





PROMISSORY NOTE

July 30, 2021
Warrenton, Oregon

FOR VALUE RECEIVED, the undersigned, James and Jennifer Fowler, ("Borrower"), jointly and severally promise to pay to the order of Paul Leitch ("Lender"), at PO Box 566, Warrenton, OR 97146, or to another person and at another place that Lender may designate, the principal sum of [REDACTED] Dollars [REDACTED], together with interest, payable in the manner and on the terms set forth in this Note:

1. *Interest Rate.* The outstanding principal balance will bear interest from the above date ("Date of Disbursement") at a rate of Three percent (3.0%) per annum ("Interest Rate"), until this Note is fully paid.

2. *Payments.* Borrower will make monthly installments of not less than [REDACTED] [REDACTED] each. The first installment must be paid on or before September 1, 2021, and subsequent installments must be paid on the first day of each month thereafter until the entire note is paid in full. Each payment will be applied first to any expenditures advanced by Lender under this Note; second, to the payment of any late charges; third, to the interest on the principal as of the date of payment; and fourth, the balance to principal. Checks will constitute payment only when collected. In the event a dishonored check is given by Borrower as payment, Lender shall be entitled to all remedies available under ORS 30.701 and other applicable statutes in effect under Oregon law.

In addition to the regular monthly payments, Borrower shall make a principal reduction payment of [REDACTED] on or before January 15, 2022

3. *Final Balloon Payment.* Borrower must pay the entire balance of principal and accrued but unpaid interest owed on September 30, 2022, which date is the maturity date of this Note ("Maturity Date"). BORROWER HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE NOT OTHERWISE PAID PURSUANT TO SECTION 2 OR PREPAID BY BORROWER WILL STILL BE OWING AS OF THAT DATE AND MUST BE PAID BY BORROWER.

4. *Prepayments.* Borrower has the right to prepay this Note, in whole or in part, at any time with no prepayment penalties. Provided, however, that no prepayments shall be credited to a regular future payment or excuse Borrower from making a regular payment as provided for in this Note.

5. *Default and Acceleration.* Lender may declare this Note in default and the entire principal of this Note, together with interest, to be due and payable (acceleration), if any one of the following events occur: (a) Borrower fails to make any payment within twenty (20) days of when it's due; (b) Borrower defaults in the performance of, or compliance with, any term or provision of this Note, after not less than ten (10) days'

 OS

written notice to Borrower specifying with reasonable particularity the nonperformance or noncompliance and Borrower's failure to correct the default within that time period; (c) any party having liability under this Note suffers bankruptcy or insolvency or makes any assignment for the benefit of creditors; or (d) an action is commenced to appoint a receiver for the properties of any party having liability under this Note, or any other action or proceeding under the federal bankruptcy laws is commenced against any such person, which action is not dismissed within seventy-five (75) days after the date of filing. Any forbearance or failure to exercise this right will not constitute a waiver of Lender's right to exercise the right with respect to the default and any subsequent default.

6. *Default Interest Rate.* In the event of a default, Lender will have the right, in addition to any other remedy set forth in this Note, to increase the interest rate set forth in this Note by an additional nine percent (9%) per annum until the default is cured or until the Note is paid in full.

7. *Late-Payment Charge.* Borrower will pay to Lender a late charge ("Late Charge") of five percent (5%) of any monthly installment not received by Lender within ten (10) days after the payment is due. Any unpaid Late Charge will become part of the indebtedness due under this Note and will be added to any subsequent payments due under the Note. Lender's acceptance of any Late Charge will not be deemed a cure of any default under the Note and such acceptance will not constitute a waiver of any of Lender's rights under the Note. The Late Charge will be in addition to all other rights and remedies available to Lender upon the occurrence of a default under the Note. Lender's failure to collect the Late Charge will not constitute a waiver of Lender's right to require payment of the Late Charge for past or future defaults.

8. *Attorney Fees; Costs.* If Lender takes any action, judicial or otherwise, to enforce this Note, Lender will be entitled to recover from Borrower all expenses that Lender may reasonably incur in taking such action, including, but not limited to, costs and expenses provided by statute or otherwise, as well as reasonable attorney fees and accountant fees. If legal action is taken, such fees shall be as determined by the court, whether incurred in a suit or on appeal from a judgment or decree, in connection with any bankruptcy proceeding, or in connection with a nonjudicial action. Upon demand, Borrower will reimburse Lender for expenses so incurred, together with interest from the date of invoice to Borrower until repaid at the rate specified in Section 1.

9. *Governing Law; Severability; Venue.* This Note is to be governed by and construed in accordance with the laws of the state of Oregon. Because each party has had the opportunity to have their respective lawyers' review, revise, or negotiate the terms, conditions, and language of this Agreement, the rule of construction that ambiguities are to be resolved against the drafting party does not apply. If any provision or clause of this Note is construed by a court of competent jurisdiction to be void, invalid, or unenforceable, that construction will not affect other provisions of this Note that can be given effect without the void, invalid, or unenforceable provision, and



to this end the provisions of this Note are declared to be severable. Venue for all matters shall be in Clatsop County, Oregon.

10. *Waiver of Protest.* Borrower and each present or future maker, surety, endorser, and signatory to this Note, in whatever capacity, waives presentment, demand, protest, notice of dishonor, and all suretyship defenses, and agrees that Lender may exercise its rights under the Note in any order and at any time. Without notice to any such person (except for any notice to borrower specified in this Note and without the need to obtain further consent from any party), and without in any way diminishing the obligations of any person, Lender may (a) deal with any such person with reference to this Note by way of forbearance, extension, modification, compromise, or otherwise; (b) extend, release, surrender, exchange, compromise, discharge, or modify any right or obligation secured by or provided in this Note or any other document securing this Note; and (c) take any other action that Lender may deem reasonably appropriate to protect its interest in the collateral.

11. *Time Is of Essence.* Time is of the essence as to each and every term of this Note.

12. *Limitation of Interest.* In no event will any payment of interest or any other sum payable under this Note exceed the maximum amount permitted by applicable law. If it is established that any payment exceeding lawful limits has been received, Lender and payee of such amount will refund such excess or, at its option, credit the excess amount to principal. Such payments will not affect the obligation to make other payments required under this Note that do not cause the lawful limits to be exceeded.

13. *Security.* This Note is secured by a UCC-1 filing, encumbering all of the assets and buildings at the Hammond Mooring Basin owned by Borrower ("Property").

14. *Bankruptcy.* Borrower agrees that notwithstanding ORS 73.0602 and 73.0604, any payment under this Note that is avoided in a later bankruptcy proceeding or otherwise will not be deemed a payment, and Borrower's obligations under the Note will be reinstated and/or supplemented to the extent of any payment so avoided. In that event, Borrower will not be discharged even if this Note has been canceled, renounced, or surrendered.

15. *Notices.* Any notices between the parties shall be in writing and sent by first class mail to the addresses provided herein, unless a party provides an alternative address in writing. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof five (5) days after the mailing proof thereof.

16. *Assignment.* Lender may assign its interest in this Note without the consent of Borrower. Borrower may not assign its interest in this Note without the prior written consent of Lender, which consent may be withheld for any reason. Lender's consent in one instance shall not serve as a waiver of Lender's right to withhold consent to any future requests by Borrower. Failure to obtain Lender's consent to an



assignment by Borrower shall constitute default. If Lender consents to Borrower's request to assign its interest, such assignment shall not relieve Borrower from liability for performance of the terms of the Note unless Lender specifically relieves Borrower in writing from liability.

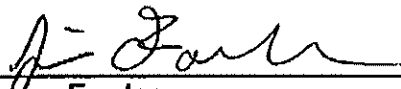
17. *Integration.* This Note and the security instruments given as security for this Note contain the entire agreement of Borrower and Lender and supersede all prior agreements concerning the matters set forth herein, whether oral or written.

18. *Modification.* This Note may not be amended or modified except in writing signed by all parties.

19. *Saving Clause.* If any provision of this Note or the application of a provision to any person or circumstance is held invalid, the remainder of this Note or the application of that provision to other persons or circumstances must not be affected thereby.

20. *Waiver of Jury Trial.* BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY RELATED COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER BORROWER OR LENDER. NEITHER THE BORROWER NOR THE LENDER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE BORROWER OR LENDER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH PARTIES.

The undersigned caused this Note to be duly executed on the day and year first written above.



James Fowler
90887 Lewis & Clark Road
Astoria, OR 97103

DocuSigned by:

0811039B3A0D4CC.

Jennifer Fowler

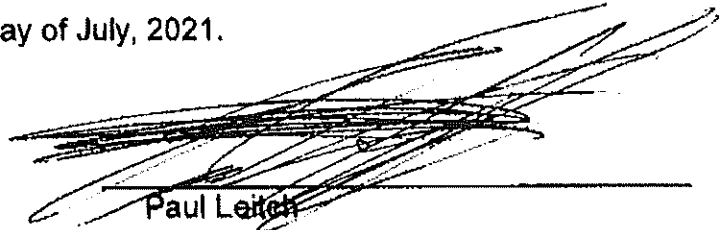
BILL OF SALE

That in consideration of the sum of [REDACTED] Dollars, receipt of which hereby is acknowledged, the undersigned Seller, hereby grants, bargains, sells, transfers and delivers unto James and Jennifer Fowler, hereinafter called Buyer, the buildings and equipment used in the operation of the business located therein owned by the Seller, now being and situate at the Hammond Mooring Basin, City of Hammond, County of Clatsop, State of Oregon, to-wit:

TO HAVE AND TO HOLD the same unto said Buyer and Buyer's executors, administrators, successors and assigns forever.

That I am the owner of said personal property; that the same is free from all encumbrances; that I have a good right to sell the same, and that I, my heirs, executors and administrators shall warrant and defend the same against the lawful claims of all persons whomsoever.

WITNESS my hand this 30th day of July, 2021.



Paul Leitch

ASSIGNMENT OF SUBLEASE

WHEREAS, the City of Warrenton leases 59.12 acres, known as the Hammond Marina, from the United States Army Corps of Engineers, and

WHEREAS, with the approval by the United States Army Corps of Engineers the City of Warrenton as Lessor, entered into a Sublease Agreement dated February 7, 2018, with Paul Leitch, d/b/a Sturgeon Paul's, as Sublessee for the property described therein, a copy of which is attached as Exhibit A hereto and incorporated herein ("Sublease Agreement"), and

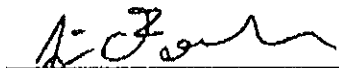
WHEREAS, Paul Leitch ("Leitch") has entered into an Agreement For Sale of Buildings, Equipment and Leasehold Interest with James and Jennifer Fowler ("Fowler"), dated July 9, 2021, attached hereto as Exhibit B, which is subject to the approval of the City of Warrenton and the United States Army Corps of Engineers (if applicable) ("Sale Agreement").

NOW THEREFORE, the City of Warrenton does hereby approve the assignment of the Sublease Agreement as follows:


1. Leitch herewith assigns all of his rights, title and interest in and to said Sublease Agreement and the property of the Sublease Agreement pursuant to the Sale Agreement.
2. Fowler agrees to all terms of the Sublease Agreement and agrees to be bound by the same and perform all the terms and conditions therein in full.
3. In consideration of the benefits to each, Leitch and the City of Warrenton, each herewith expressly and mutually release and discharge one another, their heirs, successors and assigns, any and all officers, directors, commissioners, board members, employees and agents, from any and all past, present, and future claims, demands, obligations, the basis for which now exist or may hereafter become manifest that are directly or indirectly related to the facts in any of the claims of any kind asserted against or which could have been asserted in any of the claims, demands, rights, damages, costs, loss of services or income, attorney fees, expenses, compensation, or causes of action whatsoever, civil or criminal, or which may hereinafter accrue on account of, or in any way grow out of any and all known or unknown, foreseen, and unforeseen difficulties including, but not limited to, any and all such claims arising out of the Sublease Agreement.
4. The United States Army Corps of Engineers executed a Supplemental Agreement (No. 3) which transferred all rights and privileges with the lease to the City of Warrenton, and therefore no additional approval of the United States Army Corps of Engineers is required herein.

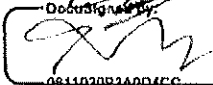
Approved by the City of Warrenton this ____ day of July, 2021.

City of Warrenton Date

 7-9-21

James Fowler Date

 7/9/21

Paul Leitch Date
DocuSign Envelope ID: 061102083A004CC
 7/9/2021

Jennifer Fowler Date

ASSIGNMENT OF SUBLEASE

WHEREAS, the City of Warrenton leases 59.12 acres, known as the Hammond Marina, from the United States Army Corps of Engineers, and

WHEREAS, with approval by the United States Army Corps of Engineers the City of Warrenton, as Lessor, entered into a sublease dated January 10, 2006, with Kasey Rogers, KOR Inc., d/b/a Conquest Marine & Master Tackle & Bait, as Lessee for real property as shown on the map attached hereto as "Exhibit A;" and

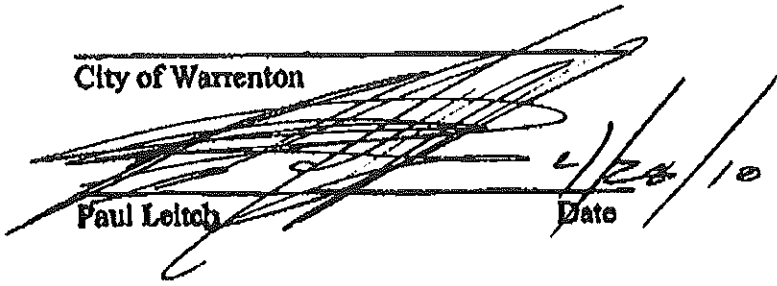
WHEREAS, Kasey Rogers, KOR Inc., d/b/a Conquest Marine & Master Tackle & Bait, and Paul Leitch have entered into an Agreement for Sale of Buildings and Leasehold Interest, dated April 13, 2010, attached hereto as "Exhibit B," which is subject to approval of the City of Warrenton and the United States Army Corps of Engineers.

NOW, THEREFORE, the City of Warrenton does hereby approve the sublease assignment as follows:

1. Rogers, KOR Inc., d/b/a Conquest Marine & Master Tackle & Bait, herewith assigns all of their rights, title, and interest in and to said sublease and property to Paul Leitch pursuant to the April 13, 2010, Agreement for Sale of Buildings and Leasehold Interest.
2. Paul Leitch agrees to all terms of said sublease and agrees to perform the same in full.
3. In consideration of benefits to each Kasey Rogers, KOR Inc., d/b/a Conquest Marine & Master Tackle & Bait, and the City of Warrenton herewith expressly and mutually release and discharge the other parties, their heirs, successors and assigns, any and all officers, directors, commissioners, board members, employees and agents, from: any and all past, present, and future claims, demands, obligations, the basis for which now exists or may hereafter become manifest that are directly or indirectly related to the facts in any of the claims of any kind asserted against or which could have been asserted in any of the claims, demands, rights, damages, costs, loss of services or income, attorney fees, expenses, compensation, or causes of action whatsoever, civil or criminal, or which may hereinafter accrue on account of, or in any way growing out of any and all known or unknown, foreseen and unforeseen difficulties including, but not limited to, any and all such claims arising out of the sublease with the City of Warrenton and Kasey Rogers, KOR Inc., d/b/a Conquest Marine & Master Tackle & Bait.
4. Paul Leitch and the City of Warrenton, subject to approval by the United States Army Corps of Engineers, ratify and confirm the sublease agreement, attached hereto as Exhibit C, in all other respects.

Approved by the City of Warrenton this _____ day of April, 2010.

City of Warrenton



Paul Leitch

Date

4/28/10



Kasey Rogers

4-28-10

Date

Approved by
City Commission
10/10/17

SUBLEASE AGREEMENT

RECITALS

THIS SUBLEASE AGREEMENT, made and entered into this 7th day of Feb, 2018, between the City of Warrenton, a municipal corporation of the state of Oregon, hereinafter referred to as "CITY," and Paul Leitch, d/b/a Sturgeon Paul's, hereinafter referred to as "SUBLESSEE."

WITNESSETH:

WHEREAS, CITY subleases to SUBLESSEE that certain real property as shown on the map attached hereto as "Exhibit A" and by this reference made a part hereof (the "Property"). The Property is located at the Hammond Marina; and

WHEREAS, the CITY has leased 59.12 acres from the United States Army Corps of Engineers (the "Corps") and has improved the area with recreation facilities; and

WHEREAS, said lease gives the CITY authority to enter into third party agreements to provide the facilities and services necessary to meet the public demand, as consistent with the Corps plan of recreational development and management; and

WHEREAS, the CITY has determined that it is in the interest of the City of Warrenton and the general public to allow a concession to operate at the Hammond Boat Basin and to enter into this Sublease Agreement with the SUBLESSEE for that purpose.

WHEREAS, the terms of this Sublease Agreement are subject to the terms, conditions, and provisions of that certain lease agreement #DACW57-1-88-33 between the city of Warrenton and the United States Army Corps of Engineers, which is attached hereto as "Exhibit B," and by this reference is incorporated herein and made a part hereof.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

(1) TERM

The maximum Sublease term will be from the 1st of October, 2017, and continue through the 30th day of September, 2033. The initial term of this Sublease shall begin on October 1, 2017 and shall continue through September 30, 2018 (the "Initial Term", unless earlier terminated as otherwise provided in this Agreement. Unless either party provides written notice to the other party of its intent not to renew this Sublease at least six (6) months prior to the expiration of the Initial Term, this Sublease shall automatically be extended, on the same terms and conditions as provided herein, through September 30, 2023 (the "First Extended Term"), unless earlier terminated as otherwise provided in this Agreement. Unless either party provides written notice to the other party of its intent not to renew this Sublease at least six (6) months prior to the expiration of the First Extended Term, this Sublease shall automatically be extended, on the same terms and conditions as provided herein, through September 30, 2028 (the "Second Extended Term"). Unless either party provides written notice to the other party

of its intent not to renew this Sublease at least six (6) months prior to the expiration of the Second Extended Term, this Sublease shall automatically be extended, on the same terms and conditions as provided herein, through September 30, 2033 (the "Third Extended Term").

(2) RENT

Rent shall be set and automatically adjusted according to the applicable portion of the following rate schedule:

Initial Term (October 1, 2017 through September 30, 2018) - \$1,075.11 per month

First Extended Term (October 1, 2018 through September 30, 2023) - \$1,129.00 per month

Second Extended Term (October 1, 2023 through September 30, 2028) - \$1,185.00 per month

Third Extended Term (October 1, 2028 through September 30, 2033) - \$1,244.00 per month

Rent is due and payable on the first of each month. A \$20.00 late fee will be assessed if not received by the 10th of the month, and for each month thereafter that rent is delinquent an additional \$20.00 will be assessed.

(3) TAXES

In addition, SUBLESSEE shall pay all real property and personal property taxes levied on the property when payable.

(4) USE OF THE PROPERTY/COMPLIANCE WITH LAWS AND REGULATIONS/CIVIL RIGHTS ACT

SUBLESSEE agrees to comply with all RC (Recreational Commercial) Zone requirements of the City of Warrenton. All construction plans and landscaping is subject to approval of the Corps of Engineers District.

The Property shall be used for operations permitted by the land use regulations of the City of Warrenton, (and as described in Exhibit B) and for no other purpose. Any change to the operations, as described in Exhibit B, shall first be approved by the US Army Corps of Engineers and by written consent of the City. In addition, SUBLESSEE covenants that all licenses, tax I.D. numbers, bonds, industrial insurance accounts, or other matters required by federal, state or local governments in order to enable SUBLESSEE to do business, have been acquired by SUBLESSEE and are in full force and effect. The SUBLESSEE, in exercising the privileges granted by this Sublease Agreement, agrees not to discriminate because of race, religion, sex, handicap, or national origin, against any person by refusing to furnish such person any accommodations, facility or privileges in any manner that will directly or indirectly reflect upon or question the acceptability of the patronage of that person. SUBLESSEE shall also comply with the Civil Rights Act of 1964 as amended.

(5) CITY'S RIGHT OF ENTRY

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

(6) RIGHT OF ASSIGNMENT

SUBLESSEE shall not assign, transfer, pledge, hypothecate, surrender, or dispose of this Sublease or any interest therein, or permit any other person or persons whomsoever to occupy the subleased premises without the written consent of the CITY being first obtained. This Sublease is personal to SUBLESSEE and is executed in material consideration of SUBLESSEE'S ability to satisfy the covenants contained in this Sublease. SUBLESSEE'S interest in whole or part cannot be sold, assigned, transferred, seized, or taken by operation of law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against SUBLESSEE, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to SUBLESSEE, or in any manner except as therein specifically mentioned.

(7) LIENS

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

(8) UTILITIES

All water, sewer, storm sewer, sanitation, electrical service, garbage, and other utilities will be supplied by SUBLESSEE at its sole expense. SUBLESSEE is required to provide adequate garbage pickup and shall not use the City's facilities for waste disposal.

(9) INDEMNITY AND LIABILITY INSURANCE

SUBLESSEE agrees to, and shall indemnify and hold CITY and the United States Army Corps of Engineers harmless against, any and all claims and demands arising from the negligence of SUBLESSEE, its officers, agents, invitees, and/or employees, as well as those arising from SUBLESSEE'S failure to comply with any covenant of this Sublease on its part to be performed, and shall at its own expense defend CITY against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom, and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action.

SUBLESSEE further agrees, upon execution of this Sublease, at its own expense, to maintain and keep in effect, and to furnish and deliver to the CITY proof of, liability insurance policies in a form and with an insurer satisfactory to CITY, insuring against all liability for damages to personal property in or about the subleased premises with combined single limit for bodily injury in the amount of not less than \$1,000,000.00. Prior to commencement of any construction or improvement to the property, SUBLESSEE agrees, at his own expense, to maintain and keep thereafter in effect, and to furnish and deliver to the CITY proof of, liability insurance policies in a form and with an insurer satisfactory to CITY, naming CITY as a named insured against all liability for damages to personal property in or about the leased premises and not less than \$1,000,000.00 combined single limit for both bodily injury and

property damage. From time to time, the CITY may require an increase in the amount of liability insurance.

(10) DEFAULT

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

(11) DAMAGES

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

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

(12) DELIVERY OF PREMISES UPON TERMINATION

At the expiration of this Sublease, or upon any sooner termination thereof, SUBLESSEE will quit and deliver up said subleased premises, peaceably, quietly, and in order and condition, and will remove any structures erected by SUBLESSEE on the property. Any improvements remaining on the property at termination shall become the property of CITY, at CITY'S sole option. Because this Sublease incorporates "Exhibit B" and is subject to the terms, conditions and provisions therein, the parties hereby agree, acknowledge and understand that termination of "Exhibit A" shall also terminate this Sublease.

(13) NON-WAIVER

Waiver by either party of strict performance of any provision of this Sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision of this Sublease.

(14) ATTORNEY'S FEES

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

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

(15) NOTICES

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

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

SUBLESSEE: Paul Leitch
d/b/a The World Headquarters
PO Box 566
Warrenton, OR 97146

LESSOR: United States Army Corps of Engineers
Portland District Division
PO Box 2946/333 SW First
Portland, OR 97208-2946

(16) SUCCESSION

Subject to the limitations on transfer of SUBLESSEE's interest provided herein, this Sublease shall be binding upon, and inure to, the benefit of the parties, their respective successors and assigns.

(17) Entire Agreement

This Sublease contains the entire agreement between the parties and replaces and supersedes all prior agreements regarding its subject matter. CITY and SUBLESSEE hereby mutually acknowledge and agree that there are no other verbal or written agreements or other representations, warranties, or understandings affecting this Sublease. Except as otherwise provided, this Sublease can be changed, modified, amended, or terminated only by an instrument in a writing executed by both Parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this lease in triplicate this ____ day of ____, 2017, the signature for the CITY OF WARRENTON being authority of its City Commission. 2018

CITY OF WARRENTON
An Oregon Municipal Corporation

By: [Signature]
Henry Balensifer III, Mayor

Attest: [Signature]
Dawne Shaw, Deputy City Recorder

~~LESSEE:~~ [Signature]
Paul Leitch

~~Approved by: United States Army Corps of Engineers
Portland District Corps of Engineers
Real Estate Division~~

~~By: _____
Chief, Real Estate Division~~

STATE OF OREGON)
County of Clatsop)

On this 7 day of Feb., 2018, personally appeared Henry Balensifer III, who, being first duly sworn, did say that he is the Mayor of the City of Warrenton, a municipal corporation, and that said instrument was signed on behalf of the city of Warrenton by authority of its City Commission and they acknowledged said instrument to be their voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon

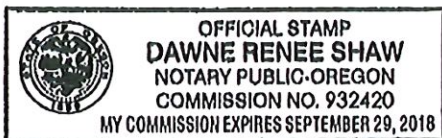
My Commission Expires: Sept. 29, 2018

STATE OF OREGON)
County of Clatsop)

This instrument was acknowledged before me on the 7 date of Feb., 2018, by Paul Leitch.

Before me: [Signature]
Notary Public for Oregon

My Commission Expires: Sept 29, 2018



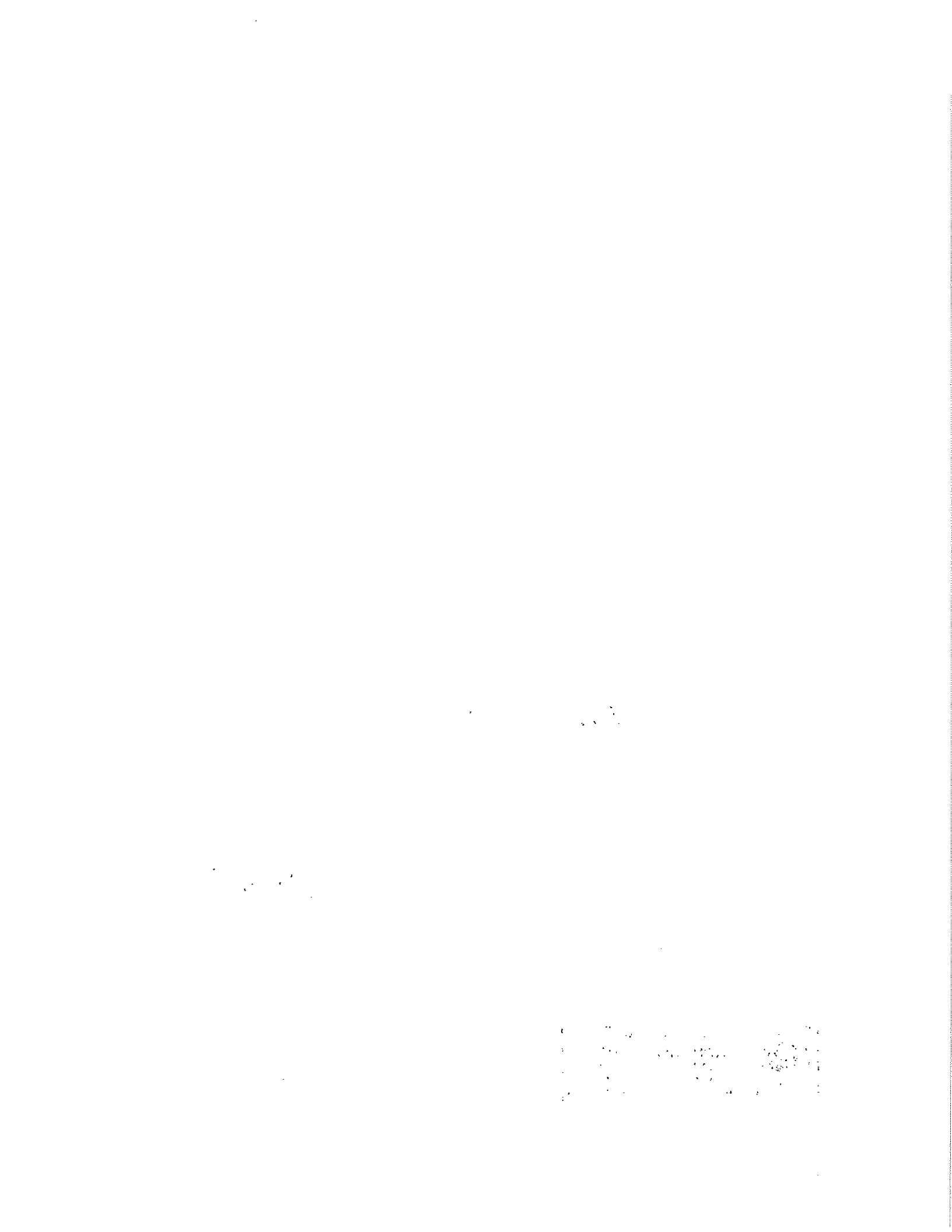


Exhibit B



DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
P. O. BOX 2946
PORTLAND, OREGON 97208-2946

Reply to
Attention of:

March 2, 1992

Real Estate Division

Gilbert G. Gramson
City Manager/Auditor
City of Warrenton
Post Office Box 250
Warrenton, Oregon

Dear Mr. Gramson:

Enclosed is your fully executed copy of the Supplemental Agreement No. 3 to the Department of the Army Lease No. DACW57-1-88-33. This document officially transfers all rights and privileges of the lease, including supplements, from the Town of Hammond to the City of Warrenton.

Thank you for your cooperation. Please direct any questions that you may have regarding this lease to Vic Bartkus of my staff at (503) 326-6040.

Sincerely,

A handwritten signature in cursive script, appearing to read "John S. Minger".

John S. Minger
Chief, Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY

U.S. ARMY ENGINEER DISTRICT, PORTLAND

SUPPLEMENTAL AGREEMENT NO. 3

LEASE NO. DACW57-1-88-33

THIS SUPPLEMENTAL AGREEMENT by and between the UNITED STATES OF AMERICA, hereinafter called the "Government", and the City of Warrenton, a political subdivision of the State of Oregon, hereinafter called the "lessee",

WITNESSETH THAT:

WHEREAS, on the 22nd day of August 1988, the Town of Hammond and Government entered into Lease No. DACW57-1-88-33 covering the use of property at the Columbia River at the Mouth Project area for the term 5 August 1988 and extending through 4 August 2013; and,

WHEREAS, on the 18th day of April 1989 and on the 5th day of October 1989, the same parties hereto entered into Supplemental Agreements Nos. 1 and 2 of said lease; and,

WHEREAS, on the 5th day of December 1991, the Town of Hammond officially merged with the City of Warrenton;

WHEREAS, as the result of said merger, the City of Warrenton is now responsible for all of the debts, liabilities, assets, and legal obligations previously the responsibility of the Town of Hammond;

NOW, THEREFORE, in consideration of the premises, said lease is amended in the following particular, but no others, in order to substitute the City of Warrenton as the new lessee and thereby assume all the previous obligations and rights of the Town of Hammond under said lease:

1. The granting clause is amended to read "... hereby grants to the City of Warrenton ...".
2. All remaining terms and conditions of said lease remain unchanged.

IN WITNESS WHEREOF the parties hereto subscribed their names as of the day and year first above written.

CITY OF WARRENTON

UNITED STATES OF AMERICA

The above instrument, including all its conditions, is hereby accepted.

IN WITNESS WHEREOF, I have hereunto set my hand by the authority/direction of the Secretary of the Army.

By Leslie W. Newton
Leslie W. Newton, Mayor

By John S. Minger
John S. Minger
Chief, Real Estate Division
U.S. Army Engineer District
Portland, Oregon

2-26-92
Date

2 March 1992
Date

I, Gilbert Gramson, certify that I am the City Manager/Auditor of the City of Warrenton named as the lessee herein; that Leslie W. Newton, who signed this Supplemental Agreement No. 3 on behalf of the City of Warrenton, was then the Mayor of said city; that said Supplemental Agreement No. 3 was duly signed for and on behalf of said city by authority of its governing body, and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the City of Warrenton, this 26th day of February, 1992.

(Corporate Seal)

Gilbert Gramson

DEPARTMENT OF THE ARMY

LEASE

DACW57-1-88-33

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

COLUMBIA RIVER AT THE MOUTH (FORT STEVENS) PROJECT AREA

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to Town of Hammond, a political subdivision of the State of Oregon, a lease for a period of 25 years, years commencing on 5 August, 1988, and ending on 4 August, 2013, to use and occupy approximately 59.7 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Fort Stevens Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", ~~XXXXXX~~, dated July 7, 1988, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area, and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above cited Act of Congress.

2. The lessee shall administer and maintain the premises in accordance with the U.S. Army Engineers' Master Plan and the implementing General Development Plan for the premises and with an Annual Management Program to be mutually agreed upon between the lessee and the U.S. Army District Engineer in charge of the administration of the project, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U.S. Army Engineers and the lessee, including improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

c. Personnel to be used in the management of the area.

3. The lessee shall provide the facilities and services necessary to meet the public demand either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease and that the concession agreement will not be effective until approved by the District Engineer.

4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of the premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.

5. The amount of any fees and all rates and prices charged by the lessee or its concessionaires for accommodations, food (except packaged goods), and services furnished or sold to the public shall be subject to the prior approval of the District Engineer. The lessee shall, by 15 April ~~xxxxxx~~ October of each year, submit to the District Engineer for approval a list of the fees, rates and prices proposed for the following ~~xxxxxx~~ ~~xxxxxx~~, including justification for any proposed increase or decrease. The District Engineer will give written notice to the lessee of his approval of or objection to any proposed fee, rate or price and will, if appropriate, state an approved fee, rate or price for each item to which an objection has been made. The lessee and/or its concessionaires shall keep a schedule of such fees, rates or prices posted at all times in a conspicuous place on the leased premises.

6. All monies received by the lessee from operations conducted on the premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, ~~may~~ shall be utilized by the lessee for the administration, maintenance, operation and development of the premises. ~~Any surplus monies~~ ~~may be utilized for other purposes of the lessee with the exception of those which are expended for the operation and maintenance of the premises during the term of this lease.~~ The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts, and to require the lessee to audit the records and accounts of third party concessionaires, and furnish the District Engineer a copy of the results of such an audit.

7. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, the lessee shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

8. The right is reserved to the United States, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof.

9. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to the satisfaction of the District Engineer.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

11. That at the time of the commencement of this lease, the lessee will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for ~~insurance, a limit of \$500,000 aggregate coverage per event, with an aggregate limit of \$xxxxxx for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom and \$xxxxxx for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease~~ (combined bodily injury and property damage per event). A certificate of insurance evidencing the purchase of such insurance shall be furnished to the District Engineer.

12. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least 1 year's notice in writing.

13. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 30 days after notice thereof in writing by the District Engineer.

14. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

15. The lessee shall not discriminate against any person or persons or exclude from participation in the lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, national origin or place of residency. The lessee, by acceptance of this lease, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d; the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11, December 28, 1964. This assurance shall be binding on the lessee, its agents, successors, transferees, sublessees and assignees. *

16. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to the Town of Hammond, P.O. Box 161, Hammond, Oregon 97121; if to the Government, to the U. S. Army Corps of Engineers, Post Office Box 2946, Portland, Oregon 97208-2946; or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Government.

17. This lease is subject to all existing easements and easements subsequently granted for roadways and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not

be granted which will in the opinion of the District Engineer interfere with developments, present or proposed by the lessee.

18. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Engineer, Portland District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

19. Within the limits of their respective legal powers, the parties to the lease shall protect the project against pollution of its water. The lessee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency or state agency are hereby made a condition of this lease.

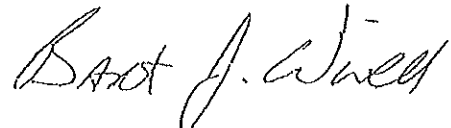
20. All necessary precautions should be taken to maintain the integrity of the adjacent National Register Historic Site, Fort Stevens Historic Site.

21. The lessee shall not conduct, or allow to be conducted, gambling on lease premises. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by non-profit organizations under special use permits issued in conjunction with special events held on Corps lands, if permissible by state and local law. Any request to conduct a game of chance must be submitted in writing to the District Commander.

22. In addition to the rights of revocation previously stated, the District Commander or his representative upon discovery will notify the lessee of any health or hazardous conditions within the area covered by the lease which present an immediate threat to health and/or danger to life or property. If the condition is not corrected within the time specified by the District Commander, the District Commander will have the option to (1) correct the health or hazardous conditions and collect the costs of repairs from the lessee, or (2) suspend the lessee's use of the premises or the lessee's operation where the health or hazardous condition exists until such condition is corrected. The lessee shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

Before the execution of this lease, conditions were revised and added in the following manner: The Granting Clause and Conditions No. 5, 6, and 11 were revised and Conditions No. 18 through 22 were added.

IN WITNESS WHEREOF I have hereunto set my hand this 22nd day of August, 1988.



BART J. WIVELL
Chief, Real Estate Division
U. S. Army Engineer District,
Portland

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 16th day of August, 1988.

By: J. Paul Stevenson
Mayor, Town of Hammond



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, City Recorder

DATE: September 14, 2021

SUBJ: Residential Zone Vacation Rental Updates

SUMMARY

At its July 27, 2021, meeting, the City Commission adopted Resolution No. 2610, updating Exhibit A of Resolution No. 2588, which outlines the list of approved residential zone vacation rentals. It has come to staff's attention that several approved vacation rentals were erroneously omitted from Exhibit A. Resolution No. 2611 has been prepared to repeal Resolution No. 2610 and to amend Exhibit A of Resolution No. 2588. One other grandfathered property has recently sold and has been removed from Exhibit A, as the grandfather status/permit does not carry over with transfer of legal property ownership, as stated in Resolution No. 2588.

RECOMMENDATION/SUGGESTED MOTION

I move to approve Resolution No. 2611, Repealing Resolution No. 2610, and Amending Resolution No. 2588, Exhibit A; Approved Residential Zone Vacation Rentals.

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:

Linda Engelson

RESOLUTION NO. 2611
Introduced by All Commissioners

**REPELAING RESOLUTION NO. 2610 AND AMENDING
RESOLUTION NO. 2588, EXHIBIT A; APPROVED RESIDENTIAL
ZONE VACATION RENTALS**

WHEREAS, on February 8, 2021, the City Commission adopted Resolution No. 2588, Formally Declaring the End to the Grandfathering of Vacation Rentals in Residential Zones; and

WHEREAS, Exhibit A of Resolution No. 2588 listed the approved residential zone vacation rentals; and

WHEREAS, on July 27, 2021, Resolution No. 2610 was adopted, updating the list of approved vacation rentals; and

WHEREAS, two additional grandfathered properties were erroneously omitted from the newly adopted Exhibit A.

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

Section 1: Resolution No. 2610 is hereby repealed.

Section 2: Resolution No. 2588 is amended by repealing and replacing Exhibit A, Approved Residential Zone Vacation Rentals.

Section 3: The attached exhibit of Approved Residential Zone Vacation Rentals is adopted as Exhibit A of Resolution No. 2588.

Section 3: This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 14th day of September 2021.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, City Recorder

EXHIBIT A

Approved Residential Zone Vacation Rentals – September 14, 2021

1. 580 Russell Place, Hammond- Ming
2. 1127 Fifth Ave., Hammond - Bernard
3. 1601S. Main Ave., Warrenton - Davis
4. 642 5th Ave., Hammond - Walk
5. 515-535 Russell Dr., Hammond - Holmberg/Vorobik
6. 1149 SE 2nd St., Warrenton - Kreipe
7. 809 Pacific, Hammond-Arnall
8. 431 Pacific, Hammond – Robertson
9. 490 Russell Place, Hammond – Hogan
10. 674 NW 9th St. - Petersen

EXHIBIT A

Approved Residential Zone Vacation Rentals – September 14, 2021

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3. 1601 S. Main Ave., Warrenton - Davis
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