



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

September 28, 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 – 9.14.21
- B. City Commission Work Session Minutes – 9.14.21
- C. Warrenton Community Library Board Meeting Minutes – 6.11.21
- D. Warrenton Community Center Annual Report – FY 2020-2021
- E. Police Department Monthly Report – 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** – None

7. **BUSINESS ITEMS**

A. Consideration of Interim City Manager Contract

8. **DISCUSSION ITEMS**

A. Nuisance Properties

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

11. **ADJOURNMENT**

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

MINUTES
 Warrenton City Commission
 September 14, 2021
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:05 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, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Planning Director Scott Hazelton, and Building Official Van Wilfinger

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

Commissioner Newton asked to discuss the year-end numbers. Finance Director April Clark noted these are unaudited numbers. Commissioner Newton requested to add this as a discussion item. There were no objections to add it as item 8B. Commissioner Baldwin asked to add nuisance properties as discussion item 8C. There were no objections.

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

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

COMMISSIONER REPORTS

Commissioner Poe met with David Reid to discuss options for revenue and working with LCTC.

PUBLIC COMMENT – None

PUBLIC HEARINGS

MINUTES
 Warrenton City Commission
 Regular Meeting – 9.14.21
 Page: 1

Mayor Balensifer opened the public hearing on the Advanced Financing District application from Dale Adams. Formalities followed and no conflicts of interest or ex parte contacts were reported. Public Works Director Collin Stelzig reviewed the staff report. They received an application over a year ago. It was reviewed and determined they did not get all the information they needed. He noted invoices provided by the applicant included expenses for private utilities and other property work. More detailed invoices were requested. No response was received. City Manager Linda Engbretson noted notification issues and requested the hearing be rescheduled for October 12 to ensure proper notice of property owners. It was noted no public comment has been received. Mayor Balensifer stated he will keep the public hearing open and continue it until October 12. City Attorney Spencer Parsons suggested holding off on taking testimony at this meeting until all property owners have received notice.

Commissioner Newton made the motion to continue the public hearing on the Advanced Financing District to October 12th. Motion was seconded and passed unanimously.

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

BUSINESS ITEMS

Mayor Balensifer recused himself from discussion and vote on the city manager recruitment firm agreement and left the room. Mayor Pro tem Dyer took over presiding. Ms. Engbretson discussed the contract with Jensen Strategies for city manager recruitment services. She noted it is within her signing authority but feels it should be reviewed by the commission. She discussed the selection process and requested authority to sign the agreement with Jensen Strategies for city manager recruitment in the amount of \$24,000 plus expenses as outline in their proposal. Commissioner Newton questioned items 7 and 14 in the contract. Ms. Engbretson noted the language is standard. Mr. Parsons reviewed and clarified that 7 allows for cancellation of the contract. He explained “damages for breach” is discussing damages to the city and further clarified. Regarding 14 he stated the first and second paragraphs are the consultant indemnifying the city. The one caveat is under professional liability claim. Discussion continued. Mr. Parsons is comfortable with this language. There was brief discussion about the insurance language.

Commissioner Newton made the motion to approve the city manager to sign the contract. Motion was seconded and passed unanimously.

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

City Recorder Dawne Shaw stated the city received a request from Mr. Roy Wheatley for a License to Occupy a 25-foot portion of the right-of-way in front of his SW Juniper property for use as parking. She noted this was reviewed by public works with no objections. Ms. Engbretson noted this is not for commercial use. It is personal use.

Commissioner Newton made the motion 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

MINUTES

Lot No. 810020D001300 by Roy Wheatley, for parking stipulated it is for residential and non-commercial parking. Motion was seconded and passed unanimously.

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

Ms. Engbretson discussed the Sturgeon Paul lease transfer request. She noted the outstanding building inspection issues have been addressed to the city's satisfaction and the personal property tax has been paid. Staff believes all items have been addressed within the timeline of the Notice of Default and the of the zoning and building code violations. US Foods has been notified via certified mail that the sublease will not be continued and must vacate by October 1. Commissioner Newton feels the late fee in the agreement is cheap and asked Mr. Parsons about a hold harmless clause. Mr. Parsons noted the agreement is between Paul Leitch and the Fowlers. The city is just consenting to it and is not a party to this agreement. The consensus was to go to executive session to discuss this with legal. Mayor Balensifer requested to move the executive session to the end of the meeting. There were no objections.

Ms. Shaw reviewed the staff report for Resolution No. 2611. Mayor Balensifer noted two different exhibits A's. It was noted the exhibit including 515 Russel Drive should not have been included. It was noted this is the total number of allowable vacation rentals in residential zones. Ms. Engbretson clarified if they are in a commercial zone it is allowed. Mayor Balensifer clarified this is the final list that will get smaller with the sale of properties. Ms. Shaw confirmed.

Commissioner Dyer made the motion to approve Resolution No. 2611, Repealing Resolution No. 2610, and Amending Resolution No. 2588, Exhibit A; Approved Residential Zone Vacation Rentals with the last page of that exhibit being the actual exhibit A, striking the first exhibit A. Motion was seconded and passed unanimously.

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

Mayor Balensifer discussed an appeal of the presiding officer's ruling, stating it will be under formal rules. There was a request from Commissioner Newton related to how to deal with an interjection that was made during his good of the order. Mayor Balensifer noted the Rules Violation Opinion document has been vetted by legal. The question is, was the action sufficient for its own rule violation or was the question procedural. Mayor Balensifer noted the rules violation at the August 24th meeting and reviewed rules in Appendix A. Mayor Balensifer noted that legal feels the question was procedural. The question before the commission is if the presiding officers' actions were sufficient per the rules of procedure or insufficient and the presiding officer should be reprimanded for failure to preform duties and Commissioner Baldwin as well for the interruption. Mayor Balensifer read the decorum and behavior rules and the transcript in Appendix B. The presiding officer finds the actions taken sufficient, but Commissioner Newton is leveling an appeal of the sufficiency. Mayor Balensifer stated there are 3 issues before them. He noted that while Commissioner Newton requested an executive session, per state law, the accused party has the right to an open session which has been requested. All three issues will be discussed in open session. Commissioner Poe believes it was procedural and covered in the meeting. Commissioner Baldwin agreed and noted he has been spoken over many

MINUTES

Warrenton City Commission

Regular Meeting – 9.14.21

Page: 3

times. He would never level formal complaints against another commissioner. Commissioner Dyer felt it was correct and dealt with at the time. Commissioner Newton noted discussion from early 2020 about Commissioner Baldwin's behavior and stated all he wants to do is go to work. He no longer wants to feel harassed or abused. Mayor Balensifer stated that while there may be more going on than this interaction, the issue before them is this interaction. The commission rules were adopted after the interaction Commissioner Newton mentioned. He further noted the pandemic has taken its toll. He restated the charge leveled and stated he will stand by his decision that it was sufficient per the rules of procedure. He feels the point Commissioner Newton made may fit in Issue 3.

Commissioner Poe made the motion to dismiss the Issue 1 and find the presiding officer's actions sufficient per the rules of procedure. Motion was seconded and passed.

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

Mayor Balensifer discussed Issue 2. This was discussed in length with legal. Mayor Balensifer felt dutybound to bring it forward because the rules do not exclude it. He read the email from Commissioner Newton dated August 26, 2021, the definition of hearsay, and the transcript of the May 25 Urban Renewal meeting. Taking aside the unexcused absence, the issue is whether or not the commission will consider hearsay unless Commissioner Newtons has substantiating evidence. Commissioner Newton stated the harassment started in 2019 and stated he did not pull the transcript of the meeting. He was told by someone he trusted that a remark was made. Mayor Balensifer asked if he disputes the transcript. Commissioner Newton stated he has not seen the transcript and wants to listen to the audio. The mayor will forward the audio and attested to the accuracy of the transcript. He further noted this was the only place on record that Commissioner Baldwin had stated something about going home. Mayor Balensifer asked if hearsay can be a basis for initiating a formal disciplinary process. His opinion is no, and it needs to be decided in the commission rules update. He asked if the commission would like to hear the matter on the issue of hearsay. The consensus was to not proceed

Commissioner Dyer made the motion to dismiss the Issue 2 and declare hearsay inadmissible as a basis for complaint under the rules. Motion was seconded and passed.

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

Mayor Balensifer discussed Issue 3 about commissioners personalizing issues, creating a hostility or animus between members, which distracts from the issues of the city. Mayor Balensifer suggested amending commission rules to clarify the discipline process. He stated the question before the commission is issues of personalizing issues and hostility. He noted there will be personality differences and heated debate within political bodies. This commission generally gets along and generally votes along the same lines. He discussed responsibilities as the presiding officer noting meetings have not generally been run with extreme formality. Mayor Balensifer noted heated exchanges this year and asked if this is a disciplinary issue or difference of opinion. Commissioner Newton stated Mayor Balensifer made him angry when he called him and asked what his grudge was against Commissioner Baldwin. He stated he does not have a

MINUTES

Warrenton City Commission

Regular Meeting – 9.14.21

Page: 4

grudge against Commissioner Baldwin and wishes him the best. He is tired of having things flipped at him. He has had enough. Mayor Balensifer asked for clarification. Commissioner Newton stated he does not want more harassment or abuse. He feels Commissioner Baldwin and the press disagree with anything he says. He feels this makes Commissioner Baldwin a really ineffective commissioner and noted it is up to the mayor to reign this in. Mayor Balensifer stated he can only issue warnings of the rules. He cannot issue discipline. That is up to the commission as a body. Commissioner Dyer stated he is really disappointed. He discussed experience in law enforcement and noted you need to let it roll off your back or sit down and talk it out. He made comments of appreciation to Commissioner Newton. Commissioner Dyer does not perceive this as a personal attack. He did not appreciate a formal hearing on a small issue and thanked the commissioners for their service. He would like to look at this as a learning process and would like to focus on the things they do agree on. Commissioner Baldwin does not believe that he has ever called Commissioner Newton out by name at a meeting or in person. He feels to say that he is bullying, or belittling creates such a friction on the commission it difficult to approach Commissioner Newton. He noted to say that a deal was made with his landlord was false and that could be attested to. He noted talking over each other happens on this commission. He feels saying what is on your mind is how the commission works best and noted he is embarrassed to be a part of this right now. Commissioner Poe agreed with Commissioner Dyer. They all need to be able to take a little bit of heat and let it go. After Commissioners Newton and Baldwin shook hands, Mayor Balensifer noted he feels a positive outcome occurred and would not like to repeat this. He noted the time he invested. He would always prefer parties deal with their differences in private but is supportive of a path forward in public setting as well. He appreciates the collegiality the hearing ended with and unless the commission wants to issue disciplinary action this item will be considered dismissed.

DISCUSSION ITEMS

Mayor Balensifer asked the commission's permission to write a commission rules update on excluding hearsay as a basis for bring forth a rule's violation. There were no objections. Mayor Balensifer asked if there should be a threshold for leveling complaints against commissioners or leave it open-ended. He noted he can only issue warnings. Actions must be taken by the commission by the commission rules. The consensus was to leave it open.

Commissioner Newton discussed the importance of year-end numbers noting they all look good even with COVID-19. He reviewed statistics noting expenses are down, and revenue is up. Ms. Engbretson noted the building department revenue is down because a big permit was paid the fiscal year before expected. Commissioner Newton praised staff for being overbudget. Ms. Clark noted an economic shut down while creating the budget and an effort to be very conservative on revenues. She discussed expense reduction. Brief discussion continued.

Commissioner Baldwin requested to move the nuisance properties discussion to the next meeting. There was consensus.

GOOD OF THE ORDER

MINUTES

Commissioner Newton requested a thank you letter be sent to the three part-time employees for helping out at the marinas. He spoke about a young local man that passed away from COVID-19. He noted frustration about family members refusing to get tested.

Commissioner Dyer noted he is extremely pleased with the results of tonight's discussion.

Mayor Balensifer noted there will be some interesting trainings in the community soon including resiliency training through the military. Commissioner Newton noted Cannon Beach's city manager was in Florida during Hurricane Katrina.

Ms. Engbretson noted two letters of support requested by the Port of Astoria for two grant applications. Both are for COAR grants for a regional airport masterplan and new fencing. There was consensus to add the mayor's signature to the letters of support.

Mayor Balensifer stated there will be a decision about the Sturgeon Paul lease transfer after the executive session. Mayor Balensifer stated there will be a two-minute recess. There was brief informal discussion.

At 7:05 p.m. Mayor Balensifer recessed the regular meeting and announced the Commission will now meet in executive session under the authority of ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

At 7:33 p.m. Mayor Balensifer reconvened the regular meeting.

Commissioner Newton made the motion to approve the mayor's signature on the consideration of agreement sale of building, equipment and leasehold interest after legal and city manager have made updates to the information in those packets. Motion was seconded and passed unanimously.

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

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:35 p.m.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

MINUTES
 Warrenton City Commission
 Work Session – September 14, 2021
 5:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:02 p.m.

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

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operation Manager Kyle Sharpsteen, Planning Director Scott Hazelton, Building Official Van Wilfinger, Police Chief Mathew Workman, Fire Chief Brian Alsbury, and City Recorder Dawne Shaw

There was brief discussion about meeting materials. Mayor Balensifer noted FEMA's new flood plain management rule. Brief discussion followed. Commissioner Newton recused himself from discussion as it directly affects him. Mayor Balensifer noted there is no conflict of interest because this is legislative. Public Works Director Collin Stelzig discussed infill development and floodplain mitigation and noted policy and code changes that would be helpful. Mayor Balensifer posed a hypothetical unpermitted fill scenario and asked if the current enforcement process is working. Mr. Stelzig discussed the lengthy process to abate. Mayor Balensifer posed a hypothetical for a first-time home builder. He asked if the current regulations and process are clear to the average person. Mr. Stelzig noted the intention of the suggest changes are to help clarify; he discussed a checklist to outline requirements. He noted remaining vacant lots are more difficult to develop. Mr. Stelzig reviewed and discussed the example situations (PDF) regarding fill and stormwater; he noted the importance of engineering and stormwater reports. He discussed impacts of fill on stormwater storage capacity. Discussion continued. Mr. Stelzig noted they will offer or require a preapplication meeting before fill work. He noted engineers will pull data from the stormwater master plan. Brief discussion followed. Ms. Engbretson clarified permits versus stockpiling which is currently exempt from a permit. Mr. Stelzig noted the proposed policy would require a permit when the proposed cumulative volume of excavation and fill exceeds 10 cubic yards in a 12-month period; engineering requirements would depend on property details. Discussion continued. It was noted there is currently no limit on amount or time for stockpiling. Discussion continued. Commissioner Baldwin suggested a mandatory meeting before surcharge or stockpiling and mailed notices to surrounding properties similar to a Type II review. Discussion followed. Mayor Balensifer feels the policy should be discretionary and fair. He likes the Type II review and feels there needs to be threshold to trigger. Brief discussion followed. Mr. Stelzig continued to review alternatives and examples. Discussion continued about benefits of a Type II review. Mr. Stelzig continued his review, noting possibility for a variance in some cases. There was brief discussion about indications of ponding. Mr. Stelzig continued his review. Mayor Balensifer discussed annual ponding near 7th and Fleet St. in Hammond and

asked what a person could do to improve drainage. Mr. Stelzig discussed using elevation maps to help determine development solutions. He stated most ponding in that area is a water storage issue. Discussion continued about a hypothetical fill process. Discussion followed about engineered reports and the variance process. Mr. Stelzig suggested the variance process be administrative with city manager approval and comments from public works. Ms. Engbretson noted there would be a review process. Mayor Balensifer likes the idea of a variance process with a two-week turnaround for a yes/no answer. He is not comfortable with a large fee. Mr. Stelzig discussed other jurisdiction's fees. Discussion continued about the process. Mr. Stelzig noted preapplication meetings may be required. There was discussion about plan revisions. Mr. Stelzig noted discussion about policy change of the nuisance declaration. Mayor Balensifer is not comfortable declaring unpermitted fill as a nuisance. Discussion followed about violation fines and stop work orders. Commissioner Baldwin suggested a violation fine based on yardage of fill and a property lien. Discussion continued. Mayor Balensifer would like to ensure other properties are not being flooded by infill development, determine weak points for stormwater conveyance, and ensure a variance process is clear and simple with a guaranteed turnaround time. Mr. Stelzig noted a two-week turnaround time depends upon completeness of the variance application. There was discussion about the effect of improved or increased pump stations on development. Brief discussion followed about proposed permit application requirements. Mayor Balensifer summarized the commission would like to see a variance process with specified and quick turnaround, fines accrue at \$1,000, establish a minimum threshold to trigger the permitting process, and have a Type II procedure to provide notice to surrounding property owners after a certain threshold. There was discussion about the threshold being case-by-case. Mr. Stelzig noted the importance of preapplication meetings in going through the checklist. Commissioner Dyer suggested getting feedback from surrounding property owners for additional information. Mayor noted concerns about protecting developers from neighbors changing their minds and regulating the amount of fill development. There was brief discussion about approval letters from surrounding property owners. Commissioner Baldwin discussed limiting fill to 7.5 yards.

There being no further business, Mayor Balensifer adjourned the work session at 6:02 p.m.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Agenda

Warrenton Community Library Board Regular Meeting

June 11, 2021 - 5:30 p.m.

Warrenton City Commission Chambers
225 South Main Ave., Warrenton, OR 97146

1. Call to order: Kelsey called the meeting to order at 5:30 p.m.
2. Roll call: Kelsey Balensifer, Karyn Grass (attending through Zoom), Dawn DeLacey (attending through Zoom), Eileen Purcell, and City Manager Linda Engbretson. Unable to attend: Natalie Duggan, Danika Cooley and Library Director Kelly Knudsen.
3. Recognition of guests: none attending
4. Consent calendar:
 - A. Advisory Board Meeting Minutes 03.12.21: We approved the minutes with clarifications. Dawn motioned to approve. Kelsey seconded and all approved.
5. Site manager report:
 - Kelly was unable to attend, but provided a written summary report.
6. Discussion items:
 - A. Friends of the Library: Kelsey is the liaison between the Advisory Board and the Friends' monthly meeting. Founding documents are being formulated. Kelly has led discussions with the group. There will be a break from meetings from June through August. If any of us know of others may want to join the Friends, please contact Kelly.
 - B. There is an open spot on the board as Mary Ann Brandon voluntarily resigned, following receipt of letter referencing the legalities of her stance on refusing to use the pronoun "they" when referring to a library employee. The City website lists the opening.
 - C. Saturn Caronna has been hired as the youth coordinator/library aide at 25 hours a week with benefits. Carole is retiring in September and Kelly is hoping to bump her replacement to 40 hours a week with benefits.
 - D. We discussed the meeting schedule for the following year. We are moving our meeting day to the second Wednesday of September, December, March and June. The next meeting is September 8 at 5:30 p.m.
7. Public comment: There was no public comment.

8. Good of the order: Kelsey mentioned the kick off of the summer reading program with an event for families with games, prizes and music. All are invited to the event where the new metal art work will be dedicated. The Spruce Up Warrenton committee has been a big help with the building's new paint and flowers.

9. Adjournment: The meeting was adjourned at 5:50 p.m.

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

Warrenton Community Center

Annual Report

For Fiscal Year July 1, 2020 – June 30, 2021

Summary:

This report is a communication to the City of Warrenton Commission regarding the annual results of operations, financial position, and activities of the Warrenton Community Center. This report also summarizes the accomplishments, efforts, and long-term goals of the Center as proposed and carried out by the Warrenton Community Center Advisory Board and management.

Staffing and Oversight:

The center is managed by the Finance Director in conjunction with a part-time staff person that provides oversight, monitors rental activity at the center, and performs light maintenance. The City appoints a five member board to provide input and recommendations to the commission. The Warrenton Community Center Advisory Board meets October, November, December, January, February, March, April, and May with staff, on the third Thursday of each month to discuss fundraising efforts, operations, and to consider long-term goals and objectives.

Operations:

The Community Center was built with grant funds in 1988. Since then most operational costs were supported entirely by rental fees and the Center, to this day, does not receive any direct property tax revenues. Since July 1, 2011, the Center has received funding derived from City discretionary revenue sources other than Center rental fees for capital projects and major maintenance.



The Center is rented out to individuals and entities on a per hour basis. Rental rates during the year were \$38.00 and \$48.00 per hour for the facility with non-kitchen and kitchen use, respectively. Warrenton Seniors, Inc. have a special rate at \$100.00 per month. Revenues are also generated from renting supplies such as the dance floor, silver serving dishes, and charging for cleaning services. Income is also derived from fundraising activities and donations.

For this period ending 2021, the Center was rented a total of 1,104 hours with 177 hours charged at the adopted rates (Seniors used 927 hours) compared to 1,307.5, and 1,405 hours in fiscal years ending 2020 and 2019, respectively. Total hours this year decreased 203.5 hours compared to the prior year. The current hour breakdown, by category, for the past three years, is as follows:

	2021	2020	2019
Warrenton Seniors, Inc.	927.00	909.00	936.00
Other Weekday hours	113.50	232.50	251.50
Other Weekend hours	63.50	166.00	217.50
Total	1,104.00	1,307.50	1,405.00

Rental income, for this period, from regular hours rented was \$7,893 and other revenues were \$5,399 for total revenues of \$13,292 for the year. No transfer was made from the General Fund this year. Last year, total revenues were \$20,373. Current expenses for the year were \$14,774, for a net loss of \$1,482. No transfers were made to the capital reserve account this year. Normal expenses were \$5,236 for personal services, \$178 for supplies, \$117 for not capital equipment, \$6,113 for utilities, \$122 in credit card fees, \$150 for computer support, \$198 for building maintenance, \$68 for professional services, \$782 for fundraising expenses, and \$1,811 for overhead. (Additional expenses paid by the Facilities Maintenance Fund are detailed on page 5 of this report.)

The Community Center will begin the new fiscal year with a beginning fund balance of \$16,757, a decrease from the prior year of \$1,482 which is the net loss for the year.

A historical summary of revenues and expenses for the Center are as follows:

	2020	2020	2019	2018	2017
Rental Fees	7,893	15,361	19,012	18,105	13,234
Other Revenue	5,399	5,012	7,851	5,092	5,620
Total Revenues	13,292	20,373	26,863	23,197	18,854
Personal Services	5,236	7,395	7,414	5,757	6,507
Materials and Services	9,538	11,729	12,334	13,494	13,712
Capital Outlay					
Transfers	0	2,500	2,000	0	0
Total Expenses	14,774	21,624	21,748	19,258	20,219
Increase (Decrease) in Fund Balance	(1,482)	(1,251)	5,115	3,939	(1,365)
Beginning Fund Balance	18,239	19,490	14,375	10,436	11,801
Ending Fund Balance	16,757	18,239	19,490	14,375	10,436

Fundraising Activities:

The Community Center Advisory Board puts on the Breakfast with the Easter Bunny and Breakfast with Santa each year. These activities not only generate some income for center operations but also provide the community with fun family activities during the holiday seasons. This year both breakfasts were take-out only due to the Covid-19 pandemic. Attendance and donations were lower than usual, but some local businesses remained faithful with donations and both breakfasts were successful.

The following table summarizes net proceeds from the board's fundraising efforts:

	Breakfast with Santa	Breakfast with Easter Bunny
Sales	\$ 1,083	\$ 551
Donations	1,310	1,260
Expenses	(484)	(298)
Net Proceeds	\$ 1,909	\$ 1,513

Donations:

Local businesses provide donations during the year for general support and for breakfast expenses. This year we received \$790 from Columbia Bank, \$375 from Hampton Lumber Mills, \$200 from Pacific Seafood, \$175 from Fast Lube & Oil, \$150 from Ocean Crest, \$100 from Supermart, \$100 from Fibre Federal Credit Union, \$100 from VFW Post 10580, \$75 from McCall Tire Center, \$75 from Medix, \$75 from Lums's Auto Center, \$50 from Maddox Dance Studio, \$25 from VFW Auxiliary, and \$12 from anonymous donors. These donations were used to help with expenses relating to the Breakfast and to support Community Center operations. The Pig 'N Pancake donated the pancakes, syrup and a cook. This has helped tremendously with the breakfast expenses. Many local businesses and individuals donated items for the raffle baskets. The Advisory Board donates many hours of hard work making sure these breakfasts are successful.

Rates:

The advisory board is very much interested in increasing the rental hours at the center and promoting the center as a great place to rent. The center is a community asset that should be utilized to its fullest. The challenge is seeking to charge the correct amount of revenue needed in order to cover operating costs and future capital requirements and not out-price our users. As of July 1, 2020, rates were \$48.00 and \$38.00 for kitchen and non-kitchen use, respectively.

Information about the Community Center is advertised on the City's website.

Wi-Fi:

We have public Wi-Fi at the Center. All users are able to connect. This also helps staff connect to City Hall so we can communicate with the center via email. This has helped tremendously with communication. And, most of all, the renters love it, too!

Capital Improvements:

In the fiscal year ending June 2004 budget process, staff created a Community Center Capital Reserve fund to begin accumulating funds for needed major improvements. It was hoped that rental fee increases would generate excess funds that would be transferred each year to the fund.

As revenues were down due to the Covid-19 Pandemic, no transfer was made to the capital reserve fund this year. The fund started with the year with \$7,587 and has an ending fund balance of \$7,587 as of June 30, 2021, which is available for major maintenance and capital improvements to the facility.

Capital improvement and major maintenance history at the Center for the twenty fiscal years ending is as follows:

2002	New dishwasher, Nov 2001	\$4,027
	Exterior light poles, Feb 2002	\$1,175
2003	none	
2004	none	
2005	interior remodel	\$15,000 (funded by WBA donation)
2006	none	
2007	parking lot striping	\$555
2008	New roof, April 2008	\$12,866 (\$5,000 was funded by the WBA)
	New ceiling tiles	\$1,320
2009	none	
2010	New entryway-donated	\$6,435
2011	Chairs (16), dollies (4), table cart, dance floor cart, window trim, and coat rack	\$2,622
2012	Parking lot striping	\$485
	Fire Suppression System	\$3,249
	(3) Windows	\$925
	Re-siding and paint exterior Completed in FY 2013	\$41,990 (funded entirely by the Facilities Maintenance Fund)
2013	Window Shades (2)	\$437
	Vacuum	\$400
	Building Signage	\$901
2014	Bathroom Paint/Flooring	\$2,129 (\$1,475 was funded by the Facilities Maintenance Fund)
	New Heating Furnace	\$2,580 (funded entirely by the Facilities Maintenance Fund)
2015	New Walk-In Freezer	\$19,920 (funded entirely by the Facilities Maintenance Fund)
	Freezer Room Wall Repair	\$5,385 (funded entirely by the Facilities Maintenance Fund)
	New Commercial Refrigerator	\$4,856 (funded entirely by the Facilities Maintenance Fund)
2016	New Refrigerator	\$599
2017	Firewall Upgrade/Wifi	\$875
2018	New Gas Furnace (1 of 3)	\$3,500 (funded entirely by the WBA)
2019	none	
2020	none	
2021	Replaced Dishwasher Pump	\$1,167 (funded entirely by the Facilities Maintenance Fund)

Funding from the **Facilities Maintenance Fund** contributed the following amounts this year, totaling \$3,237.

Fire Safety	\$ 172
Kitchen Equipment Maintenance	\$1,167
Pest Control	\$ 924
Building & Ground Maintenance	\$ 601
Senior Freezer	\$ 373

Marketing/Advertising:

No direct efforts this year. Staff continues to deploy an updated brochure and information is available on our website.

Advisory Board Accomplishments, Efforts, and Long-Term Goals:

Every year at Christmas, the board gets together and decorates the Center so that our renters will have a festive environment. The board donates all decorations and supplies. The board sponsored two successful breakfasts for the community at the Community Center this year. The current board members are Debbie Little, Chairman, Ron LeChurch, Vice Chair, Carol Snell, Secretary, Kenneth Culp, and Penny Morris. The board's fundraising efforts are critical to the Community Center. Revenues have been greatly impacted by the Covid-19 pandemic and may continue to be for quite some time. The board is more important than ever to help the Community Center navigate during these uncertain times.

Conclusion:

Staff continues to strive to give our renters excellent customer service hoping that they are satisfied with the center and will use it again and again. We hope they tell their friends and family about the center. We do have repeat customers who enjoy the center very much. In addition to providing a place for our Senior Citizens to have lunch on Mondays and Thursdays each week, the center is rented regularly for weddings, receptions, showers, celebrations of life, birthday parties, family reunions, business meetings and more. The Community Center is an important asset for the community and we hope it will continue to be for years to come.

The advisory board extends an open invitation to the monthly meeting on the 3rd Thursday of the month, October through May, to all commissioners. The meetings are held at the Community Center at 4:00 p.m.



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: September 28, 2021
 RE: August 2021

Upcoming Dates:

- 1st Review of Officer applications on 09-30-21
- ORPAT testing for applicants on 10-09-21
- Applicant interview panel on 10-15-21
- Drug Take-Back 10-23-21
- Fall Festival 10-30-21

Month in Brief:

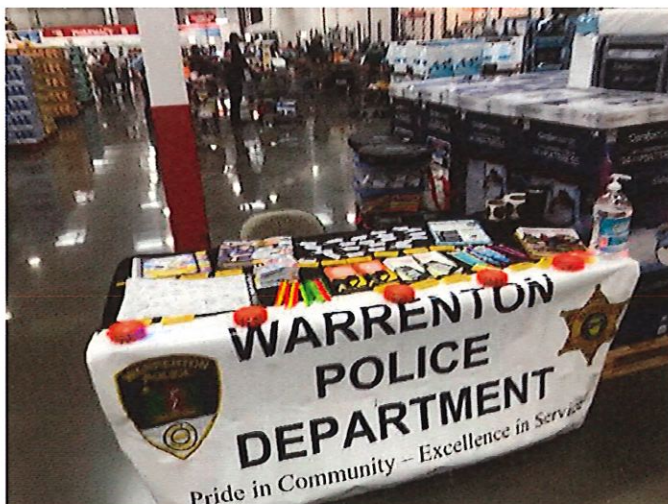
- Buoy 10 Fishing Season had no major incidents, brought 1,000's of people to town to fish, camp, and recreate.
- Warrenton/Hammond CERT assisted with traffic on three weekends, only needed for short period on one day.
- 3 of the 4 older patrol vehicles have been decommissioned by Crossover Care Stereo. Once the 4th is done, we will clean them up and put them on GovDeals.com to sell by auction.
- School has started full in-person learning. Have three campuses now. Have been doing enhanced traffic around the schools and school zones.
- Participated in the Costco Safety Event on September 18th.

Challenges/Obstacles:

- Had four employees out for COVID protocols at different times during the month. All have returned to work now. Very short handed and lots of OT.
- COVID restrictions and issues at the DPSST academy pushed Ofc. Trujillo's Basic start date to October 30th and will extend her total training time.
- Was supposed to received new Ford F-150 patrol vehicle in August, not sure when we will receive it due to production delays. Trying to get a quote for a 2nd new vehicle and all SUV orders have been closed due to production issues.

Successes:

- Officers have been able to continue to take various training courses and most in-person courses are still happening.
- Have received lots of positive comments, thank you's, and encouragement from the public on the department and the performance of the officers.



Statistics:

August Statistics (% changes are compared to 2020)							
Category	2021	2020	% Chg	2019	% Chg	2018	% Chg
Calls for Service	833	856	-3%	994	-16%	1000	-17%
Incident Reports	171	216	-21%	212	-19%	270	-37%
Arrests/Citations	160	172	-7%	176	-9%	176	-9%
Traffic Stops/ Events	159	236	-33%	270	-41%	297	-46%
DUII's	4	2	100%	4	0%	1	300%
Traffic Accidents	22	30	-27%	28	-21%	29	-24%
Property Crimes	115	130	-12%	144	-20%	114	1%
Person Crimes	91	73	25%	95	-4%	99	-8%
Drug/Narcotics Calls	1	7	-86%	5	-80%	11	-91%
Animal Calls	31	21	48%	39	-21%	23	35%
Officer O.T.	169.5	137.16	24%	171.73	-1%	160.25	6%
Reserve Hours	0	0	0%	40.75	-100%	37.5	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	682	682	772	776	736	782	868	833	
Incident Reports	218	218	195	194	185	169	174	171	
Arrests/Citations	214	196	181	188	143	169	167	160	
Traffic Stops/ Events	107	107	142	208	153	167	173	159	
DUII's	1	1	6	2	1	4	4	4	
Traffic Accidents	17	17	9	17	11	15	17	22	
Property Crimes	111	111	96	93	107	106	112	115	
Person Crimes	109	78	80	84	68	97	112	91	
Drug/Narcotics Calls	9	10	2	1	3	3	4	1	
Animal Calls	19	17	22	21	14	27	28	31	
Officer O.T.	19.5	72.25	63.25	69.25	79.5	272.64	129	169.5	
Reserve Hours	0	0	0	0	0	0	0	0	

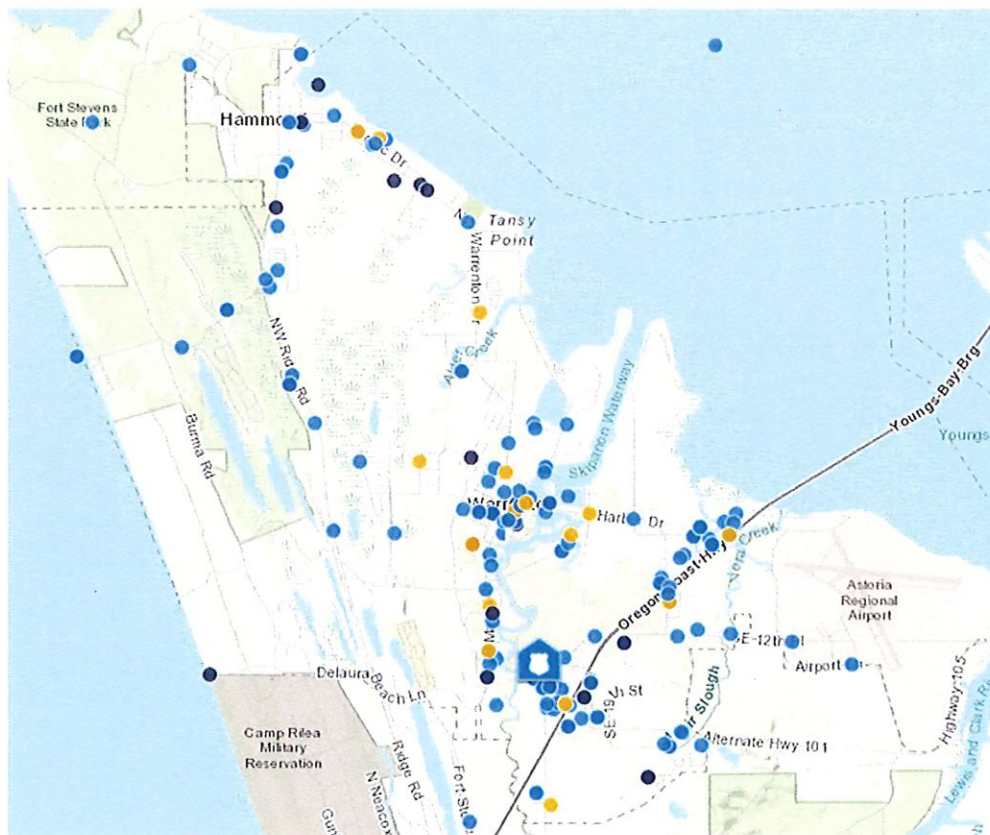
Oct	Nov	Dec	2021 YTD	2021Estimate	2020	2021v 2020	2019	2021v. 2019	2018	2021v. 2018
			6131	9197	7955	16%	9270	-1%	9819	-6%
			1524	2286	2442	-6%	2469	-7%	2608	-12%
			1418	2127	1891	12%	2095	2%	1731	23%
			1216	1824	2000	-9%	2489	-27%	2627	-31%
			23	35	27	28%	36	-4%	33	5%
			125	188	228	-18%	246	-24%	275	-32%
			851	1277	1191	7%	1230	4%	1094	17%
			719	1079	830	30%	863	25%	849	27%
			33	50	58	-15%	86	-42%	117	-58%
			179	269	207	30%	289	-7%	271	-1%
			874.89	1312	2075.39	-37%	2194.52	-40%	1731.68	-24%
			0	0	12.5	-100%	259.5	-100%	359.5	-100%

Homeless Incidents	2021	2020
Code 40 (Normal)	42	36
Code 41 (Aggressive)	3	2

Elk Incidents	2021
Interaction:	2
Traffic Accidents:	0
Traffic Complaints:	1
Total:	3

The following is a graphic representation of statistics for **August 2021** using our **CityProject** membership (formerly [CrimeReports.com](https://www.crimereports.com)). The "Dots" represent a location of a call and if you would zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website, you can zoom in on each incident for more details.

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





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: September 28, 2021
SUBJ: Interim City Manager Contract

The attached contract outlines conditions of employment for Interim City Manager employment, effective October 1, 2021. I have attached a strike through version of the original contract from 2016 as well as the amendment to the Termination Conditions and Pay done after the first year of employment.

A summary of significant changes:

- Section III – term of employment – until new CM hired or mutually agreed transition, no later than July 1, 2022
- Section IV – monthly salary as currently provided, no Employee PERS contribution, reimbursement for city travel at IRS rate rather than \$200 monthly vehicle allowance
- Section VI – termination prior to hiring of new city manager or mutually agreed upon term – reduced from three months to one month after month of termination

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the Interim City Manager Contract."

ALTERNATIVE

Other action as deemed appropriate by the City Commission.

FISCAL IMPACT

Approximate \$760 monthly reduction in benefit payments.

**INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT
CITY MANAGER**

This Agreement is EFFECTIVE October 1, 2021, by and between the City of Warrenton, Oregon, an Oregon municipal corporation, hereinafter referred to as "City" and Linda Engbretson, hereinafter referred to as "Engbretson," both of whom agree and understand as follows:

**SECTION I.
RECITALS**

WHEREAS, City desires to employ the services of Engbretson as Interim City Manager for the City of Warrenton as provided by the City Charter and to provide certain benefits, establish certain conditions of employment and set working conditions of said employee; and WHEREAS, Engbretson is desirous of serving as the Interim City Manager and to perform all duties required by the office; and, WHEREAS, Engbretson has provided notice of retirement and is effectively retiring from Oregon PERS as of September 30, 2021, but is willing to continue employment until such time a new City Manager is hired, or until July 1, 2022, whichever comes first; and WHEREAS, the City Commission and Engbretson believe that an amended written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the City. NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Engbretson agree as follows:

**SECTION II.
DUTIES**

A. City hereby agrees to employ Engbretson as Interim City Manager of the City of Warrenton to perform the functions and duties specified in the Charter, Ordinances, and Resolutions of the City, and as required by state and federal law and to perform other legally permissible and proper duties and functions as the Commission may from ~~time-to-time~~time-to-time request.

B. The authority of Engbretson, consistent with state law, City Charter or ordinances and resolutions, shall include, but not be limited to the following: the overall management, administration and direction of City operations; the hiring, disciplining and firing of City employees; the negotiation, execution and administration of City contracts within budget appropriations pursuant to City policy and ordinance; policy advice to elected officials and open communication with the community so as to foster responsive and courteous service.

**SECTION III.
TERMS OF EMPLOYMENT**

A. Engbretson's term of employment as Interim City Manager under this contract shall be until a new City manager is recruited and begins employment, or through a mutually agreed upon time for transition, but no later than July 1, 2022.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Commission to terminate the services of Engbretson, as Interim City Manager, at any time; subject only to the provisions set forth in Section VII of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Engbretson to resign at any time from the Interim City Manager position with the City; subject only to the provisions set forth in Section VII of this Agreement.

D. Other Terms and Conditions of employment may be determined by the City, relating to the duties and performance of Engbretson provided that such terms and conditions are not inconsistent with the provisions of this Agreement, the City ~~Charter~~Charter, or any other law.

E. Engbretson is not required to maintain full time residency within the City.

Formatted: Strikethrough

**SECTION IV.
COMPENSATION**

For services rendered as Interim City Manager, the Commission agrees to compensate Engbretson in the following manner:

- A. Salary – Engbretson's annual salary shall be \$8,777.63 per month, payable at the same time and in the same manner as employees of the City are paid. Engbretson's salary may be adjusted annually in the same fashion as the salaries of other management employees of the City or as shall be mutually agreed by the parties.
- B. Vacation – Engbretson will earn vacation at her current accrual rate of 16.66 days per month.
- C. Sick Leave – Engbretson will earn sick leave at the same rate as other management employees (12 days per year).
- D. Health Insurance – City will provide the same plan as that received by City's management personnel.
- E. Life Insurance – City will provide a life insurance policy in the amount of \$100,000.
- F. PERS Retirement – Engbretson is not eligible for PERS retirement benefits paid by the City.
- G. Engbretson will be provided all other benefit programs which are now, or may be provided, for other management employees of the City.
- H. City will pay for professional memberships and dues.
- I. City will reimburse for travel and other expenses incurred by Engbretson in attending professional conventions and seminars as approved by the City prior to said travel at the current IRS rate.
- J. The City shall reimburse Engbretson at the current IRS rate for all business-related travel, both in and outside Clatsop County. City will also pay to Engbretson an allowance of \$75 per month for use of a personal cell phone that will also be used for City business.
- K. It is recognized and expected that the City Manager's duties requires time outside the normal office hours for business of the City. Engbretson will not receive overtime, comp time, or other compensation, therefore.

**SECTION V.
CONDUCT**

- A. Engbretson shall affirm the dignity and worth of the services rendered by City and maintain a constructive, creative, and practical attitude toward its affairs and a deep sense of social responsibility as its most trusted public servant.
- B. Engbretson shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that he may merit the respect and confidence of the elected officials, of other officials, employees and of the public.
- C. Engbretson shall recognize that the chief function of the City is to serve the best interests of all the people.
- D. Engbretson shall submit policy proposals to appropriate elected City officials, provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals, and uphold and implement City policies adopted by the Commission.
- E. Engbretson shall recognize that the Commission is entitled to the credit for the establishment of municipal policies; responsibility for policy execution rests with the City Manager.
- F. Engbretson shall refrain from participation in City elections and from all partisan political activities which would impair performance as Interim City Manager.
- G. Engbretson shall make it a duty continually to improve his professional ability and to develop the competence of all City employees in the use of modern public administration practices.
- H. Engbretson shall keep the community and Commission informed on municipal affairs; encourage communication between the citizens and all municipal officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of the City's service to the public.
- I. Engbretson shall seek no favor; recognizing that personal aggrandizement or profit secured by confidential information or by misuse of public time is contrary to law.

J. Engbretson shall notify the Commission for out of Clatsop County absences during working hours, including vacations, at least three days in advance of planned absence, unless an emergency exists wherein Engbretson shall notify the Mayor.

Formatted: Strikethrough

SECTION VI II.

TERMINATION CONDITIONS AND PAY

Either party may terminate this Agreement in the following manner:

A. If Engbretson's services as Interim City Manager are terminated by the Commission while Engbretson is willing and able to continue to perform the duties of City Manager during this interim period, Engbretson shall be entitled to full salary and benefits for a period of a full month following the month of termination.

Formatted: Strikethrough

B. If Engbretson voluntarily resigns her position as during this interim period as City Manager, she shall give 30-days written notice. However, the Commission agrees to consider reducing this period should circumstances presented by Engbretson warrant such action. This notice shall exclude use of accrued vacation, and Engbretson shall be present to serve during the period.

C. Engbretson may be terminated without notice and without further obligation of the City to pay Engbretson's salary if: 1.) Engbretson shall have been charged with any criminal conduct; or, 2.) upon the expressed finding by the Commission that there are reasonable grounds to believe that Engbretson has engaged in conduct which would be a crime or offense under any criminal law; or, 3.) Engbretson has created civil liability for the City for conduct not authorized by the Commission.

SECTION VIII.

MODIFICATION

~~A-~~This employment agreement may only be modified with the written consent of both parties.

Formatted: Indent: Left: 0.5"

SECTION VIII.

ATTORNEY FEES

A. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

Linda Engbretson, Employee

~~Mark Kujala~~Henry A Balensifer, III,
Mayor

Formatted: Indent: Left: 0"

**SECTION VII.
TERMINATION CONDITIONS AND PAY**

Either party may terminate this Agreement in the following manner:

A. If Engbretson is terminated by the Commission while Engbretson is willing and able to continue to perform the duties of City Manager, City agrees to compensate Engbretson for a full three months' salary and health insurance. This payment shall be in addition to unused vacation pay and any other customary benefits granted to a terminated employee. This section shall not apply if termination is pursuant to paragraph C below. If termination is pursuant to paragraph C, Engbretson shall not be entitled to receive any termination pay.

B. If Engbretson voluntarily resigns her position with the City, she shall give 90 days written notice. However, the Commission agrees to consider reducing this period should circumstances presented by Engbretson warrant such action. This notice shall exclude use of accrued vacation, and Engbretson shall be present to serve during the period.

C. Engbretson may be terminated without notice and without further obligation of the City to pay Engbretson's salary if: 1.) Engbretson shall have been charged with any criminal conduct; or, 2.) upon the expressed finding by the Commission that there are reasonable grounds to believe that Engbretson has engaged in conduct which would be a crime or offense under any criminal law; or, 3.) Engbretson has created civil liability for the City for conduct not authorized by the Commission.

**SECTION VIII.
MODIFICATION**

This employment agreement may only be modified with the written consent of both parties.

Modification to City Manager Employment Agreement dated October 25, 2016, between the City of Warrenton "City" and Linda Engbretson "Engbretson."

Accepted:

Approved:

Linda Engbretson, City Manager

Henry Balensifer, III, Mayor