



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

March 8, 2022 – 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 – 2.22.22
- B. Parks Advisory Board Meeting Minutes – 12.13.21
- C. Community Center Advisory Board Meeting Minutes – 11.09.21
- D. Community Center Advisory Board Meeting Minutes – 1.20.22
- E. Community Center Advisory Board Annual Meeting Minutes – 1.20.22
- F. Monthly Finance Report – January 2022

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 Adoption of False Alarm Fee Amendments; Resolution No. 2620 and Ordinance No. 1256
- B. Consideration of Park Use Fee Waiver – Spruce Up Warrenton Easter Egg Hunt Event
- C. Consideration of Voucher Program Proposal – Recology
- D. Consideration of Independent Audit Services Contract

8. **DISCUSSION ITEMS**

- A. Public Works Project Updates
- B. Engineering Response to Mr. Stan Johnson’s Concerns Regarding Waterline Size for Development

9. **GOOD OF THE ORDER**

10. **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.*

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
 February 22, 2022
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

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

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig (Zoom), Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, Fire Chief Brian Alsbury, Building Inspector Christian Jensen, Building Official Van Wilfinger, Harbormaster Jane Sweet, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 1.25.22
- B. Joint Work Session Minutes – 1.18.22
- C. Marina Advisory Board Meeting Minutes – 11.15.21
- D. Monthly Finance Report - December 2021
- E. City Recorder’s Office Quarterly Report – Oct. – Dec. 2021
- F. Building Department Quarterly Report – Oct. – Dec. 2021
- G. Marinas Department Quarterly Report – Oct. – Dec. 2021
- H. Police Department Monthly Report – January 2022

Commissioner Newton requested clarification about the setback decision in the joint meeting minutes. There was brief discussion about the wording.

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

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

Mayor Balensifer noted a significant increase in public records requests in the City Recorder Office’s quarterly report. City Recorder Dawne Shaw distributed a printed spreadsheet detailing the 2022 requests. She noted 60 requests were received in 2021 and 21 requests already this year. She also discussed the time-consuming challenges of processing the requests. It was noted many older records are not yet digitized, adding to staff research time.

COMMISSIONER REPORTS

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Commissioner Newton attended the January CREST meeting and gave a budget update.

Commissioner Poe attended a get-together at Encore Dance with the Warrenton-Astoria Chamber.

City Manager Linda Engbretson would like to remove item 8.A from the agenda. There were no objections. It will be brought back at a later date.

PUBLIC COMMENT

Stan Johnson of Astoria spoke regarding waterline design for property he is developing near the Skipanon River bridge. He spoke about information he received from the City on water system design requirements. He would like to design a water system that meets the requirements for his property only, not future developments. Ms. Engbretson noted past discussions with Mr. Johnson, about an Advanced Finance District. Mr. Johnson discussed concerns about the cost.

PUBLIC HEARINGS

Mayor Balensifer opened the public hearing on the sale of city property. Formalities followed and no conflicts of interest or ex parte contacts were reported. Ms. Engbretson discussed the properties that the City would like to sell which included taxlot 81022CB05200 and taxlot 81022BD01700. She noted the City hired a realtor to assist with property negotiations. Per Chapter 11 of the City Charter, these two properties are not required to go to the voters. She requested the Commission consider moving forward with the sales. Ms. Engbretson noted a correction to the second taxlot number in the motion. She noted the size, zoning, assessed value, and sale price of the lots. Mayor Balensifer asked for public comments. No one spoke in favor or opposition. There being no further discussion, Mayor Balensifer closed the public hearing.

Commissioner Dyer made the motion to approve the sale of Tax Lot 81022BD01700 and the sale of Tax Lot 81022CB05200 through the City's representative/broker. Motion was seconded and passed unanimously.

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

Ms. Engbretson noted the new carpet in the commission chambers; it was obtained for free and using it to replace the old, stained carpet was a great use of public funds. Ms. Engbretson and Ms. Shaw noted the excellent job the Deputy City Recorder did coordinating installation. The City Commission also conveyed their gratitude.

BUSINESS ITEMS

Mayor Balensifer noted Resolution 2621; 2022 City Commission Goals. He read the goals as stated in the resolution.

MINUTES

Commissioner Baldwin made the motion to approve Resolution No. 2621; a Resolution of the City Commission of the City of Warrenton, Adopting 2022 City Commission Goals. Motion was seconded and passed unanimously.

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

Ms. Engbretson discussed the Skipanon Marine and RV lease property. She noted the owners of the business would like to sell. It was noted the lease is ending this year and a transfer would be short. Mayor Balensifer feels any code issues should be brought up, noting the structure has been tentatively on the nuisance radar. Discussion followed on the condition of the building and access to the Marina. There was consensus on the aspect of due diligence on code and aesthetics.

Commissioner Baldwin made the motion to authorize the City Manager to provide notice to the Kelly's, dba Skipanon Marine and RV of City consent to move forward with the appropriate disposal of their business, with the recommendation of Warrenton's legal counsel for determining final consent and the standard precautions as unanimously consented to prior. Motion was seconded and passed unanimously.

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

Building Official Van Wilfinger discussed Resolution No. 2613, updating building permit fees to align with OAR's for ePermitting implementation. He discussed working with state representatives and noted the changes will be more consistent with surrounding jurisdictions. Mayor Balensifer thank Mr. Wilfinger for the work on ePermitting. Commissioner Newton noted 4-wide modular homes are not included in the fees. Mr. Wilfinger will discuss it with the state.

Commissioner Newton made the motion to conduct the first reading, by title only, of Resolution No. 2613. Motion was seconded and passed unanimously.

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

Mayor Balensifer read Resolution 2613 by title only; a resolution adopting building permit fees and repealing Resolution No. 2522 and all prior conflicting resolutions.

Police Chief Mathew Workman discussed an update to the False Alarm code and fees. He explained the fee increase is to become more in line with other cities as there has not been an update since 1993. The ordinance language is also being updated to clarify that three false alarms will result in a fine if occurring within a 12-month period. Chief Workman explained a recent situation of two false alarms in December, then a third and fourth in January that did not receive a fine as a result of the current language. The spirit of a 12-month period rather than a calendar year is to correct the cause of false alarms in a timely manner to keep the already limited number of police officer available when needed elsewhere. He presented Ordinance 1256 and Resolution 2620 for their first readings. After brief discussion, it was noted that fines are for violation of the ordinance, while fees are charges service. It was noted the 12-month period begins on the

occurrence of the first false alarm. Discussion followed about security systems and crime. There was brief discussion about the implementation of 24-hour police coverage several years ago.

Commissioner Baldwin made the motion to conduct the first reading of Resolution No. 2620; adopting false alarm fees. Motion was seconded and passed unanimously.

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

Commissioner Newton made the motion to conduct the first reading, by title only, of Ordinance No. 1256. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1256.

Public Works Operations Manager Kyle Sharpsteen presented a contract with Owen Equipment for the purchase of a vacuum trailer. Mayor Balensifer asked what the trailer would be used for as opposed to the current vacuum truck. Mr. Sharpsteen explained it is to supplement their work by making it easier to get into smaller areas, keeping miles and wear down on the truck, and it also has a valve exerciser that the truck does not. Brief discussion followed about other cities' equipment. It was noted the compact size is preferred because it is under the CDL requirement. Commissioner Baldwin noted concern about getting cheap equipment. Mr. Sharpsteen discussed positives from the performance demo. Discussion followed about the high shipping cost.

Commissioner Poe made the motion to authorize Public Works to enter a contact with Owen Equipment for a Hurco Vac300 Vacuum Trailer with SD800 valve exerciser for \$53,875.00. Motion was seconded and passed unanimously.

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

Public Works Director Collin Stelzig (Zoom) discussed a development agreement for the Trillium House Apartments as required by the conditions of approval from about a year ago. The fees outlined in the agreement will pay for future sidewalks, traffic mitigation, parks, and trails. The agreement was developed over several months and reviewed twice by the city attorney. Mayor Balensifer noted the forthcoming post office building relocation and asked if a separate agreement would be required or if the federal government could tag onto this agreement if they participated in infrastructure improvements here. Mr. Stelzig noted it depends upon the timing.

Commissioner Newton made the motion to approve the development agreement for the Trillium House Apartments project with the Mayor's signature of approval. Motion was seconded and passed unanimously.

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

Fire Chief Brian Alsbury discussed two FEMA grants; one to replace aging hydraulic jaws of life with smaller, more convenient, battery-operated ones and the other grant to replace wildland fire engine E-2721. There was brief discussion about the reduced spatial need of the battery-operated tool. Mayor Balensifer suggested contacting Bonamici's office for a letter of support. Chief Alsbury noted the matching funds for the microgrant is 5%.

Commissioner Baldwin made the motion to authorize the Fire Department to apply for both an E-Tool grant and Apparatus grant through FEMA AFG Grants. Motion was seconded and passed unanimously.

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

Chief Alsbury explained he would also like to apply for a FEMA SAFER grant for a 3-year 100% paid fire marshal and explained the importance of the position. He noted the caveat is after 3 years, they can reapply, but may not receive the grant again; a plan to retain the position without the grant would be needed. Chief Alsbury explained the duties of a fire marshal.

Commissioner Dyer made the motion to authorize the Fire Department to apply for a FEMA SAFER Grant. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Dyer asked who maintains the fire hydrants outside of the city. Chief Alsbury noted the Warrenton Rural Fire District is under contract to maintain the hydrants. Brief discussion followed about the district's limited budget. Commissioner Baldwin asked the Fire Chief to report back on the number of inoperative hydrants in city limits. Commissioner Dyer requested staff reach out to the district to offer assistance and create a plan moving forward. Brief discussion continued.

Commissioner Newton stated he is amazed how many times he gets told what a good officer Sgt. Pierce is and requested Chief Workman relay that to him. Chief Workman noted it is great to have him and he is a wealth of knowledge. Commissioner Newton also gave an update on the historic cemetery sign he recently found; DSL needs to determine if it is an artifact. John Goodenberger is researching a possible relation to the designer of Central Park. Commissioner Newton noted recent article on water level predictions. He also promoted RDI's grant class.

Mayor Balensifer thanked the audience for their attendance and is looking forward to seeing their faces when the mask mandate ends.

At 7:12 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*

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deliberations with persons designated by the governing body to negotiate real property transactions.

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:21 p.m.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT

MINUTES

Warrenton Parks Advisory Board
December 13th, 2021
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

Parks Board Members Present: Chairperson Sara Long, Ron Dyer, Carol Snell, Brooke Terry, Vice Chair Bert Little.

Staff Present: Hallie Homolac; Public Works Executive Secretary, Kyle Sharpsteen; Public works Operations Manager

CONSENT CALANDAR

- A. Minutes of October 11th Meeting
- B. Minutes of November 8th Meeting

Vice Chair Bert Little made the motion to approve the minutes of the October 11th and November 8th meeting minutes. Board member Ron Dyer seconded the motion, and all board members were in favor.

REPORTS

Warrenton Kids Inc. – Debbie Little reported to the board that Warrenton Kids Inc that the field currently isn't in use. She also expressed the boards concern with pumpkin plants growing in field 4 from catapulting pumpkins at the fall festival.

Public Works Operations – Kyle Sharpsteen reported to the board that he looked at the budget for the seasonal position and there are 800 hours to work with. He would like to have the seasonal position filled by February until the end of June. Public Works is currently focusing on storm and sewer maintenance while we are in the winter months.

BUSINESS ITEMS

Chairperson Long did not receive the images from the mayor for the district of Hammond sign, this item has been deferred to the February 14th meeting.

Warrenton Kids Inc. received the field use agreement and are planning to review it at their January meeting. Ms. Snell expressed concerns on whether Warrenton Kids Inc. could afford the insurance requirements in the agreement, Ms. Little said that wouldn't be a problem. The approval of the Field Use Agreement has been deferred to the February 14th meeting.

Erik Luysterborghs of Shipwreck BMX presented to the board the possibility of putting in a BMX track at the south end parking lot at the soccer fields. Shipwreck BMX is privately funded through donations and grants but is looking for a partner at the City to assist with

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December 13th, 2021
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

the grading. All maintenance of the track is done through volunteers and portable restrooms will be provided and paid for by the organization. Mr. Sharpsteen noted that the Department of Environmental Quality will have to give permission since that parking lot is on top of a landfill. Mr. Dyer suggested to Mr. Luysterborghs the racetrack out at Cullaby lake as a possible location, Mr. Luysterborghs had already investigated this, and water is not available at that location. Vice Chair Little also gave the suggestion of the old ballfield out in Hammond as a possible track location, but the ownership of that property is in question whether it belongs to the City or the School District.

Chairperson Long offered her assistance to Mr. Luysterborghs and recommends he take his presentation to the City Commission for final approval. Vice Chair Little made the motion to approve Mr. Luysterborghs request for a BMX track with the condition the appropriate location is decided on prior to the city commission meeting. Board member Ron Dyer seconded the motion, and all board members were in favor.

DISCUSSION ITEMS

The library is currently accepting donations for their "Library of Things". Donations such as volleyballs, basketballs, tennis racket and balls, baseballs and gloves, or any sort of play equipment will be offered as short-term checkouts.

Park tours are to be scheduled at the February 14th meeting for our new members.

There being no further business, Chairperson Long adjourned the meeting at 5:30 p.m.

Next regular meeting is scheduled for February 14th, at 4:00 p.m.

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Warrenton Parks Advisory Board
December 13th, 2021
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

Approved


Sara Long, Chair

Attest



Hallie Homolac, Secretary

WARRENTON COMMUNITY CENTER
Advisory Board Meeting
November 9, 2021
4:00 – 5:00 PM

Meeting Date: November 9, 2021

Call to Order: Chairman, Debbie Little, called the regular meeting to order at 4:21 PM.

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

Introduction of Guests: None

Public Comment: None

Approval of the regular minutes for May 20, 2021:
A motion was moved to accept the minutes with corrections to a spelling error as (secretly) written. Motion was approved

Financial Report: April reported briefly on the financial report effective June 30, 2021.

Old Business: Debbie received no responses from her requests for ground cover for landscaping the grounds of the center. Dan, Community Center employee, could get kids from the school to weed and plant. Fundraising ideas and the **Cares Act funding** were discussed (i.e. movie night, game night, bunco and bingo). The City received a **phone call** from the Dunn family wanting to donate a tree in the memory of their mother, Muriel

Dunn. Muriel was a well-liked and respected member of the local community. A motion was made and second to “advise the City Commissioners that we are in favor of the family donating a tree.


Linda and April spoke with Gil regarding the expensive repairs needed in the kitchen. It was agreed that the senior group will pay for the repairs to equipment used just by the senior group.

New Business: The tree will be set up on Dec. 3 at 9 AM. It was decided to have a sit-down breakfast on December 11, 2021 from 8 to 11AM. The hall set-up will be December 10, 2021 and we will have “to go boxes”. Debbie will arrange for Santa, coffee, contact the high school for assistance from the football team. Lorna the sausage, Carol will purchase the groceries and Penny will handle the raffle. All meals will be \$ 5.00 regardless of age. Carla will take money at the door and Logan to help where needed.

Correspondence: None

Annual Meeting: January 20, 2022, at 4 PM. Election of officers
Next Regular Meeting: Our next meeting will be January 20, 2022 at 4:15 PM.

It was moved and seconded to close the meeting at 5:35 PM



Debbie Little, Chairman



Carol Snell, Secretary

WARRENTON COMMUNITY CENTER
Advisory Board Meeting
January 20, 2022
4:00 – 5:00 PM

Meeting Date: January 20, 2022

Call to Order: Chairman, Debbie Little, called the regular meeting to order at 4:21 PM.

Roll Call: Chairman, Debbie Little; Penny Morris, Secretary, Carol Snell, Ken Culp and April Clark, Financial Director for the City of Warrenton. Ronald LeChurch has resigned. Absent and unexcused: N/A

Introduction of Guests: None

Public Comment: None

Approval of the regular minutes for November 9, 2021:
A motion was moved to accept the minutes by Penny and seconded by Ken. Motion approved.

Financial Report: April didn't have the financial report effective December 31, 2021. She reported the Breakfast with Santa netted \$ 3,262.00. April is working on the budget. Ken suggested "we raise the rental rated to \$50.00 and \$40.00 per hour (\$2.00 increase) and \$449.90 with kitchen and \$321.00 without kitchen. Penny offered a motion to accept Ken's suggestion and to make the recommendation to the City Commissioners. Ken seconded the motion, the motion passed.

We discussed transferring money to the Capital Reserve fund for the Center. Debbie offer a motion and Penny seconded it "to transfer \$3,000.00 to the fund effective July 1, 2022.

April reported the City has hired a handy man who work will work around the various City owed buildings.

Old Business: We had 216 individuals attendees, the breakfast raffle sales \$582.00 and community donations of \$1,080.00. The high school football team did a great job serving; our Santa did a great job; \$5.00 a meal works; as does a breakfast to go.

The following change was discussed and approved for our Easter Bunny Breakfast. A motion was offered by Penny and seconded by Carol to move the breakfast from Saturday to Sunday. The motion passed.


New Business: The breakfast will be Sunday, April 3rd from 8 – 11 AM. We will set-up on Saturday the 2nd from 4 to 6 pm/or if not rented on the 2nd we will set up at 9AM.

Ken asked the C& S Builders Supply be put on the mailing list for donations. He also has someone interested in serving on the committee.

Correspondence: None

Next Regular Meeting: Our next meeting will be February 17, 2022 at 4:00 PM.

It was moved and seconded to close the meeting at 4:52 PM



Debbie Little, Chairman



Carol Snell, Secretary

CITY OF WARRENTON
WARRENTON COMMUNITY CENTER
ADVISORY BOARD

Annual Meeting: January 20, 2022

The annual meeting was called to order by Chairman, Debbie Little, at 4:00 PM on Thursday, January 20, 2022, at the Warrenton Senior Center.

The following advisory board members were present: Debbie Little, Carol Snell, Ken Culp and Penny Morris. April Clark, Financial Director for the City of Warrenton was also present. Ronald Le Church has resigned.

Chairman Little declared a quorum present.

Minutes: The minutes from the January 2021 annual meeting had been approved in February 2021.

Secretary, Carol moved to keep the current slate of officers for Chairman and Secretary for the 2022 calendar year. The motion was second by Penny. The motion passed. Because Ronald had resigned as Vice Chair, Debbie appoint Penny as Vice Chair.

Current officers:

Chairman, Debbie Little

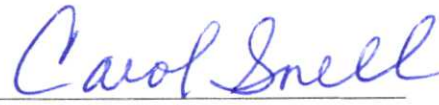
Vice Chairman, Penny Morris

Secretary, Carol Snell

Chairman, Debbie Little moved to close the annual meeting at 4:15 PM. The motion carried.



Debbie Little, Chairman



Carol Snell, Secretary

Volume 15, Issue 7

Monthly Finance Report
January 2022

March 8, 2022

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	.45%	.75%
Prime Rate:	3.25%	3.25%
◆ CPI-U change:	7.5%	1.4%
◆ Unemployment Rates:		
Clatsop County:	not avail.	8.0%
Oregon:	not avail.	6.2%
U.S.:	not avail.	6.4%

Department Statistics

◆ Utility Bills mailed	3,353
◆ New Service Connections	0
◆ Reminder Letters	351
◆ Door Hangers	70
◆ Water Service Discontinued	3
◆ Counter payments	372
◆ Mail payments	1,192
◆ Auto Pay Customers/pmts	707
◆ Online (Web) payments	1,167
◆ Checks issued	311

Current and Pending Projects

- ◆ ARPA Funding (first report due April 30, 2022)
- ◆ 2023-2028 Capital Improvement Program (Work session April 12, 2022)
- ◆ 2022-2023 Budget Preparation (Budget Committee Meeting May 14, 2022)

Financial Narrative as of January 31, 2022

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

General Fund: Year to date revenues amount to \$3,192,819, which is 69.9% of the budget, compared to the prior year amount of \$2,850,941, which was 64.4% of the budget and are up by \$341,878. Increases are shown in current property tax, franchise fees, transient room taxes, municipal court, planning fees, police charges, fire charges, park charges, miscellaneous, interest and leases and are offset by decreases in prior year property tax, state revenue sharing, and grants.

Expenses year to date amount to \$2,838,073, which is 55.7% of the budget, compared to the prior year amount of \$2,411,494, which was 51.2% of the budget. All departments are tracking at or under budget with the exception of Admin/Commission/Finance which has one-time expenses due at the first of the fiscal year. The Fire Department is also tracking slightly over budget due to a retirement vacation payout.

WBL: Business license revenue amounts to \$60,030, compared to \$57,955 at this time last year, a difference of \$2,075. Year to date licenses issued is 685 compared to 654 at this time last year.

Building Department: Permit revenues this month amount to \$28,723 and \$120,66 year to date, which is 36.8% of the budgeted amount. Last year to date permit revenue was \$217,856, 64.7% of the budget.

State Tax Street: State gas taxes received this month amount to \$50,705 fuel sold in December and \$225,037 year to date. City fuels taxes received this month amount to \$28,640 for fuel sold in November and are \$157,063 year to date. Total gas taxes received year to date are \$382,100 compared to \$345,246 at this time last year.

Warrenton Marina: Total revenues to date are \$619,1128, 97.6% of the budgeted amount, compared to the prior year amount of \$503,390, which was 88.1% of the budgeted amount. There is \$10,202 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$407,393, 115.9% of the budgeted amount, compared to the prior year amount of \$313,635, which was 134.4% of the budgeted amount. There is \$4,003 in moorage receivables outstanding.

Of the total outstanding receivables:

- \$1,929 (13.6%) is current,
- \$1,475 (10.4%) is 30-60 days past due,
- \$1,696 (11.9%) is 60-90 days past due and
- \$9,105 (64.1%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$152,713 and \$85,609, and \$1,527,488 and \$995,198 year to date for in-city and out-city respectively and totals \$2,522,686 and is 66.1% of the

budget. Last year at this time, year to date fees were \$1,561,509 and \$973,815, for in-city and out-city, respectively and totaled \$2,505,324.

Sewer Fund: Utility fees charged this month are \$201,813 and \$1,507,127 year to date, which is 61.6% of the budget. Last year at this time, year to date fees were \$1,450,159. Shoreline Sanitary fees year to date are \$79,031. Total revenues year to date are \$1,623,107 compared to \$1,714,130 at this time last year. The reduction of \$91,023 is mostly due to the closure of the septage receiving station, connection charges and reduced interest earnings.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$40,339 and \$301,377 year to date and is 61.6% of the budget. Last year to date revenues were \$289,880 which was 67.7% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$85,585 and \$17,636, and \$606,864 and \$123,271, year to date, and are 63.4% and 60.3% of the budget respectively.

Library Fund: Current year to date property taxes received amount to \$223,685 compared to \$205,859 at this time last year.

Community Center Fund: Rental revenue year to date is \$9,012 and is 69.3% of the budget. Last year to date revenue was \$4,845, which was 37.3% of the budget.

Financial data as of January, 2022

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,928,321	1,467,390	875,000	167.70
Plus: Revenues	388,543	3,192,819	4,569,509	69.87
Less: Expenditures				
Municipal Court	10,843	82,743	187,431	44.15
Admin/Comm/Fin(ACF)	72,903	736,820	1,223,114	60.24
Planning	14,850	124,483	287,914	43.24
Police	134,621	1,088,516	2,098,395	51.87
Fire	81,861	562,262	944,476	59.53
Parks	8,872	72,471	186,654	38.83
Transfers	170,778	170,778	170,778	100.00
Total Expenditures	494,728	2,838,073	5,098,762	55.66
Ending Fund Balance	1,822,136	1,822,136	345,747	527.01

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	81,182	53,439	40,000	133.60
Plus: Revenues	290	60,252	59,500	101.26
Less: Expenditures	10,634	42,853	77,091	55.59
Ending Fund Balance	70,838	70,838	22,409	316.11

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	746,187	847,148	840,000	100.85
Plus: Revenues	29,003	123,491	332,361	37.16
Less: Expenditures	27,798	223,247	491,145	45.45
Ending Fund Balance	747,392	747,392	681,216	109.71

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,496,680	2,608,279	1,900,000	137.28
Plus: Revenues	80,266	470,645	1,380,063	34.10
Less: Expenditures	42,964	544,942	2,983,459	18.27
Ending Fund Balance	2,533,982	2,533,982	296,604	854.33

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	576,283	266,345	265,000	100.51
Plus: Revenues	21,331	619,128	634,538	97.57
Less: Expenditures	141,955	429,814	741,644	57.95
Ending Fund Balance	455,659	455,659	157,894	288.59

Financial data as of January 2022, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	437,946	239,353	250,000	95.74	4,124,218	3,336,675	2,900,000	115.06
Plus: Revenues	2,795	407,393	351,548	115.89	245,384	2,614,962	6,492,447	40.28
Less: Expenditures	121,572	327,577	483,652	67.73	2,892,396	4,474,431	8,425,702	53.10
Ending Fund Balance	<u>319,169</u>	<u>319,169</u>	<u>117,896</u>	<u>270.72</u>	<u>1,477,206</u>	<u>1,477,206</u>	<u>966,745</u>	<u>152.80</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,576,113	3,110,780	3,000,000	103.69	1,535,046	1,473,868	1,300,000	113.37
Plus: Revenues	217,298	1,623,107	2,753,900	58.94	40,893	306,651	495,220	61.92
Less: Expenditures	1,130,771	2,071,247	4,908,806	42.19	17,635	222,215	1,182,221	18.80
Ending Fund Balance	<u>2,662,640</u>	<u>2,662,640</u>	<u>845,094</u>	<u>315.07</u>	<u>1,558,304</u>	<u>1,558,304</u>	<u>612,999</u>	<u>254.21</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	548,897	450,351	425,000	105.96	20,082	16,757	15,000	111.71
Plus: Revenues	103,481	733,367	1,165,092	62.94	485	13,059	16,600	78.67
Less: Expenditures	132,121	663,461	1,331,479	49.83	2,031	11,280	24,771	45.54
Ending Fund Balance	<u>520,257</u>	<u>520,257</u>	<u>258,613</u>	<u>201.17</u>	<u>18,536</u>	<u>18,536</u>	<u>6,829</u>	<u>271.43</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	257,587	162,709	168,000	96.85	12,567	13,174	16,220	81.22
Plus: Revenues	4,503	234,255	243,503	96.20	27,249	87,854	6,181,812	1.42
Less: Expenditures	18,936	153,810	283,477	54.26	27,476	88,688	6,198,032	1.43
Ending Fund Balance	<u>243,154</u>	<u>243,154</u>	<u>128,026</u>	<u>189.93</u>	<u>12,340</u>	<u>12,340</u>	<u>-</u>	<u>-</u>

Financial data as of January 2022, continued

(\$) Cash Balances as of January 31, 2022

General Fund	2,228,244	Warrenton Marina	450,659	Storm Sewer	1,509,338
WBL	70,838	Hammond Marina	319,131	Sanitation Fund	452,069
Building Department	750,305	Water Fund	1,040,529	Community Center	19,117
State Tax Street	2,568,280	Sewer Fund	2,368,725	Library	245,228

Warrenton Urban Renewal Agency

Capital Projects	35,331
Debt Service	2,899,074

General Fund Revenues	Collection Frequency	Actual as a % of				(over) under budget
		2021-2022 Budget	Current Budget	Collections/Accruals Year to date		
				Jan 2022	Jan 2021	
Property taxes-current	AP	1,171,282	99.01	1,159,705	1,084,594	11,577
Property taxes-prior	AP	35,000	39.42	13,796	26,375	21,204
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	598,000	47.16	282,015	249,733	315,985
COW - franchise fees	M	293,269	62.05	181,981	177,219	111,288
Transient room tax	Q	527,000	73.91	389,520	306,909	137,480
Liquor licenses	A	500	115.00	575	525	(75)
State revenue sharing	MQ	170,653	38.75	66,134	78,899	104,519
Municipal court	M	127,800	54.03	69,053	52,995	58,747
Planning Fees	I	65,500	61.71	40,421	33,565	25,079
Police charges	I	18,000	52.34	9,422	8,309	8,578
Fire charges	SM	106,630	85.32	90,977	51,912	15,653
Park charges	I	-	0.00	655	-	-
Miscellaneous	I	2,000	713.60	14,272	8,247	(12,272)
Interest	M	8,000	59.74	4,779	4,318	3,221
Lease receipts	M	222,761	59.57	132,694	126,426	90,067
Grants	I		0.00	-	11,696	-
Sub-total		3,346,395	73.39	2,455,999	2,221,722	890,396
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,223,114	60.24	736,820	629,219	486,294
Total revenues		4,569,509	69.87	3,192,819	2,850,941	1,376,690

- 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, 2022. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Tony Faletti

ADDRESS: P.O. Box 188 Warrenton, Or 97146

EMAIL: _____

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) _____

BRIEFLY DESCRIBE YOUR TOPIC: city manager search, Hammond
library

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: March 8, 2022

SUBJ: Resolution No. 2620 and Ordinance No. 1256 Second Readings

SUMMARY

The City Commission conducted the first reading of Resolution No. 2620 and Ordinance No. 1256 on February 22, 2022. This will be the second reading and adoption for both.

RECOMMENDATION/SUGGESTED MOTION

Adopt Resolution No. 2620, conduct the second reading of Ordinance No. 1256, and adopt Ordinance No. 1256.

"I move to adopt Resolution No. 2620."

AND

"I move to conduct the second reading, by title only, of Ordinance No. 1256."

AND

"I move adopt Ordinance No. 1256."

ALTERNATIVE

Do not conduct the second reading of the Resolution and Ordinance and the False Alarm fees and code language will remain as they currently are.

FISCAL IMPACT

The increase in fees will help cover the increased response fees for police and fire to respond to false alarms and bring us in line with other municipalities.

ATTACHMENTS:

- Resolution No. 2620
- Ordinance No. 1256

Approved by City Manager: _____

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

ORDINANCE NO. 1256

Introduced by All Commissioners

AN ORDINANCE AMENDING CHAPTER 9.16 "FALSE ALARMS" OF
THE WARRENTON MUNICIPAL CODE

WHEREAS, the City last addressed the False Alarms chapter in City's Municipal Code in 2013;
and

WHEREAS, the Resolution No. 830 defines Excessive False Alarms as more than two alarms in
a twelve-month period but Chapter 9.16 defines them as being a calendar year; and

WHEREAS, the costs associated with police and fire personnel response have dramatically
increased since the original fees were established; and

WHEREAS, the City would like to align their fees to be more consistent with other
municipalities;

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

Section 1. Warrenton Municipal Code Section 9.16.020 False Alarms is hereby amended to
read as follows:

9.16.020 False Alarms.

- (A) Signals from an alarm system *that are* false are a nuisance.
- (B) Beginning with the third false alarm in any *twelve-month period*, the city shall
impose fees set by resolution for each false alarm.
- (C) Any alarm user delinquent in payment of false alarm fees in excess of 60 days
shall have the account submitted to collections and an additional fee of 50% of the
total will be applied to the account.

Section 2. This Ordinance shall become effective thirty days after its adoption.

First Reading: February 22, 2022

Second Reading: March 8, 2022

ADOPTED by the City Commission of the City of Warrenton, Oregon this 8th day of March
2022.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

RESOLUTION NO. 2620

Introduced by All Commissioners

ADOPTING FALSE ALARM FEES FOR POLICE AND FIRE RESPONSES AND
REPEALING RESOLUTION NO. 830

WHEREAS, the City of Warrenton imposed a fee on excessive false alarms in homes, businesses, and public buildings that the Police Department and Fire Department respond. False alarms are not a legitimate alarm caused by an intruder, fire, storm, or another emergency.

WHEREAS, excessive false alarms are considered to be three or more false alarms in a twelve-month period; and

WHEREAS, the fees require an adjustment to be more consistent with current response costs and the rates charged by other municipalities; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Warrenton City Commission adopts the following fees for excessive false alarms as described in Chapter 9.16 of the Warrenton Municipal Code.

- A. The third false alarm in any twelve-month period shall be \$50.00.
- B. The fourth false alarm in any twelve-month period shall be \$100.00.
- C. The fifth false alarm in any twelve-month period shall be \$150.00.
- D. The sixth and subsequent false alarm in any twelve-month period shall be \$200.00 each alarm.

SECTION 2. Resolution No. 830 is hereby repealed.

SECTION 3. This Resolution becomes effective thirty days after its adoption.

First Reading: February 22, 2022

Second Reading: March 8, 2022

ADOPTED by the City Commission of the City of Warrenton this 8th, day of March 2022.

APPROVED

Henry A. Balensifer, III
Mayor

ATTEST

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: March 8th, 2022
SUBJ: Easter Egg Hunt – Fee Waiver

SUMMARY

The City has received a request for waiver of fees for use of the play courts, and baseball fields 2,3,4 at Quincy Robinson Park for the annual free community Easter Egg Hunt. Spruce Up Warrenton will be managing the event again this year. They are requesting use of park April 9th, 2022 and are requesting the fees for this event be waved.

The operating budget for the parks is very small. It is my recommendation the City does not waive the fee, but to cover the cost from the business license fund for the cost of this event. The total fee for use of the ballfields listed above and play court is \$140.00

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the City cover the cost of use of the Park for the annual free Community Easter Egg Hunt by using funds in the Warrenton Business License Fund budget."

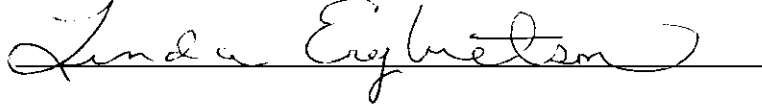
ALTERNATIVE

"I move to waive the fee for use of the Park for the annual Easter Egg Hunt."

FISCAL IMPACT

There is room in the business license budget to pay for these fees.

Approved by City Manager:

A handwritten signature in cursive script, reading "Linda Egelstrom", is written over a horizontal line.

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

CITY OF WARRENTON EVENTS APPLICATION

Application Date: 02-24-2022

Event Date(s): 04-09-2022

The City requires 60-business days for processing applications and 30-calendar days for approval of ground site plans not submitted with the application.

Reservation Fee (see attached schedule) \$25.00 \$50.00 \$100.00

EVENT INFORMATION

Host Organization:

Organization Name: Spruce Up Warrenton

Type of Organization: In-City Personal/Non-Profit Out of City Personal/Non-Profit Commercial

Mailing Address: PO Box 97 Warrenton, OR. 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: 315 S Main Ave. Warrenton, OR 97146
(If Different from Mailing Address)

Cell Phone: 417-343-5589 Fax Number: _____

Website Address: http:// _____

Event Organizer:

Name: Jeanne Smith Title: Chairman

Mailing Address: 180 SW Kalmia Ave. Warrenton, OR 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: 417-343-5589 Cell Phone: 418-343-5589

Fax Number: _____ Email: spruceupwarrenton@gmail.com

2nd Contact: Mike Moha Cell: 503-861-2281 Email: moham@warrentonk12.org

On-Site Contact:

Contact information for the person who will be on-site and will be the primary contact on the day of the event.

Name & Title: Jeanne Smith - Chairman

Mailing Address: 180 SW Kalmia Ave. Warrenton, OR 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: 417-343-5589 Cell Phone: 417-343-5589

Fax Number: _____ Email: spruceupwarrenton@gmail.com

Alt. On-Site Contact 1: _____ Phone: _____ Email: _____

Alt. On-Site Contact 2: _____ Phone: _____ Email: _____

****Please attach to this application a list of any other managers and security staff who may be contacts in the event of an incident or emergency****

Event Details:

Event Name / Title: Warrenton's 2nd Annual Easter Egg Hunt

START Date/Time: 04/09/22 11 AM END Date/Time: 04/9/22 2PM

- Facility*: Gazebo Picnic Shelter Concession Stand Play Courts
 Baseball Field #1 Baseball Field #2 Baseball Field #3 Baseball Field #4
 Entire Q. Robinson Park* Carruthers Park* Ft. Stevens Parade Grounds*
 Seafarer's Park* Post Office Park Statue Park
 Skipanon River Park* Library Park* Triangle Park*

**Excludes any playgrounds or playground equipment at any of the parks.*

- Tansy Point Park Other City Properties: _____
 City Trails: _____
 Community Center **** Reservation made through City Hall 503-861-2233**
 City Streets: **See instructions under Temporary Street Closure section below.**

- Type of Event: 5k or 10k Runs Bike Races Block Party Celebration
 Ceremony Concert Festival Fundraiser
 Farmers Market Marathon Parade Procession
 Planned Demonstration or March Street Fair Walkathons
 Other: _____

Event Description (25-word Minimum):

Community Easter Egg Hunt

Is this an annual event? Yes No

Is there an admission/entry fee? Yes No

Details of Fee: _____

Anticipated Attendance: _____ Choose One: Adult Juvenile Both

Grounds Set-Up Plan: *A complete Grounds Set-Up Plan is **required** for all events. **The plan must be attached to this application and include a map with locations for sanitation dumpsters/cans, concessions, stages, toilets, parking, traffic flow, etc.** Any changes to the Grounds Set-Up Plan after it is submitted will require additional approvals.*

Sanitation Services Required: Yes No (If Yes, contact City Hall at 503-861-2233 for scheduling.)

Quantity of Dumpsters: 1 2 3

Dumpster Size: 1.5 c.y. 2 c.y. 3 c.y

Service Required: Daily Once More: _____

Restrooms: Yes No Quantity of Portable Toilets: 0

Catering/Food Vendor Details: Not Applicable

Event will include the following: (Mark all that apply)

- Alcoholic Beverages Non-Profit Food Vendors Pre-Packaged Food/Beverage Items
- Professional Catering Pot Luck Items Retail Food Vendors

- Event Organizer must obtain health permits from all food handlers.
- *If alcoholic beverages will be served an OLCC permit is REQUIRED as well as a \$200 permit fee.*
- *If a professional caterer will be hired for the event, please provide below information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Health Insurance.*

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Fax Number: _____

- Concession Facilities: City Portable Quantity: _____

All concessionaires and caterers will need to provide their own fire extinguishers sufficient to meet minimum emergency standards for their concession/catering area and facilities.

Staging Details: Not Applicable

Mark all of the following items that will be used at the event:

- Amplified Music Bleachers Dance Floors Live Entertainment
- Loud Speakers Microphone(s) Stage(s) Auxiliary/Stage Lights
- Other: We will be using 1 small speaker and microphone

NOTE: If any of the above items will be used, indicate their location on your attached Grounds Set-Up Plan. Use of the above items may require the Event Organizer to meet ADA Regulations, Fire Code, and City Noise Ordinance regulations.

Temporary Street Closures:

Will you be requesting any street or sidewalk closures? Yes No **May require City Commission Approval*

Street: _____ Start Date: _____ Time: _____

End Date: _____ Time: _____

Type of Closure: Street Closure Sidewalk Closure

- *If your event requires a multi-day closure you may be required to complete information for each day.*
- *Keep in mind that streets must be closed from intersection to intersection. No mid-block closures.*
- *It may be necessary to obtain a Professional Traffic Plan.*
- *The City of Warrenton may require that all affected residents/businesses both on and adjacent to the street closure be notified of the closure. The method of notification may be done by door hangers, personal contact, or other manner that is likely to get attention of building/business owner or tenant. The City may require proof of this notification in the form of a letter and date of mailing, a list of property owners notified, or similar methods. This assertion is made under potential penalty of ORS 162.085 "Unsworn Falsification." Applicant also acknowledges that any loss of income to an affected party not notified would be the responsibility of the applicant and not that of the City of Warrenton.*

Do you have your own barricade equipment? Yes No

How will you meet barricade requirements?

- Host will rent barricade equipment, host will set-up & tear-down equipment.
- Host will rent barricade equipment, private company will set-up & tear-down.
- Host would like to use barricade equipment from the City of Warrenton.
 - Host will set-up & tear-down equipment.
 - Host would like City personnel to set-up and tear-down equipment.

It may be possible to use City equipment. A representative from the City will let you know if you can use any City equipment and if there will be any additional cost.

If renting barricades from a private company they must have a Warrenton Business License. Please provide:

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Parking & Shuttle Services: Not Applicable

Parking Details: *Please describe Public Parking arrangements (Indicate location on Grounds Plan)*

Shuttle Service: Will a shuttle service be provided to the event site? Yes No

Shuttle Service Plan: **(Describe the plan. Indicate pick-up, drop-off locations on Grounds Plan)**

If providing a private shuttle service, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Security and/or Police: Not Applicable

Event Organizer is requesting assistance from the Warrenton Police Department.

Event Organizer will provide a private security company.

If providing a private security company, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Fire Details: Not Applicable

All fire details below should be noted on the Grounds Set-Up Plan.

- Event will require the use of electrical generators.
- Event will host the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects.

NOTE: Any use of weapons that are loaded and discharged may be prohibited by City Ordinance or may require a police officer or security on site when used. The Police will notify you.

- Event will include canopies/tents with over 200 feet of material but not more than 400 feet.
- Event will include canopies/tents with over 400 feet of material.
- Cooking equipment with excessive heat, spark and/or open flame will be used.

If hosting the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects, please provide the following information:

Date of Demonstration: _____ Time: _____

Demo & Location Description *(Please indicate location of the show and/or launching on the Grounds Plan)*

Medical Plan:

All events are required to have a First Aid Station or First Aid Kit on-site. Please indicate the location on the Grounds Plan/Map. Please indicate which of the following applies:

- If necessary, in the case of an emergency, the On-Site Contact will call 9-1-1.
(This option is only available to events under 500 daily attendance.)
- Event Organizer will provide an ambulance company to be on site.
- Event Organizer will provide a medical doctor, registered nurse, and/or EMT Staff to be on site.

If providing an ambulance company, please provide the following information and attach copies of their Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

If hiring a medical doctor, RN, and/or EMT Staff, please provide the following information and attach a copy of their identification credentials.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Evacuation Plan:

Please provide a detailed description of your emergency evacuation plan.

Miscellaneous:

Animals:

Will there be any kind of animals at this event (e.g. petting zoo, pony rides, etc.)? Yes No
(If so, please indicate the location of the animals on the Grounds Plan/Map.)

NOTE: If animals will be present, food service canopies/tents must be at least fifty (50) feet away. It will also be required that Event Organizer provides portable hand-washing stations. All animal waste must be removed from the site and disposed of properly, not in any City garbage receptacles.

Balloons: **BALLOON LAUNCHING PROHIBITED AT CITY-APPROVED EVENTS/FACILITIES**

Due to the dangers posed by mylar balloons, latex balloons, balloon strings, valves, and etc. the City of Warrenton does not allow balloon launching of any form during City-Approved events or from City Facilities. Balloons are allowed for decoration ONLY and care should be taken to prevent any release.

Insurance: Not Applicable

Proof of valid Liability Insurance Policy coverage required 14-days in advance of event to cover all dates for the duration of the event.

Name of Insurance Provider: _____

Coverage Amount: _____

Insurance Agent: _____ Phone: _____

Deposit: Not Applicable

- A refundable deposit of **\$250** shall be charged for group event reservations.
- Remittance of the deposit at the time of the application will hold the site until the application is approved.
- The deposit may be held for up to 30-days following the event.
- The deposit is due before the event will be scheduled.
- Any expenses or damages incurred by the City for noncompliance will be withheld and are not refundable.
- For the purpose of this section, a group event is any event where 75 people or more are expected to attend or participate.
- Any request for waiver of the deposit can only be approved by the City Manager or the designee of the City Manager.

Indemnification:

Host Organization and/or Event Organizer(s) agree to defend, indemnify and hold harmless the City of Warrenton, and the City of Warrenton's employees, officers, managers, agents, council members, and volunteers harmless from any and all losses, damages, claims for damage, liability, lawsuits, judgment expense and cost(s) arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Host Organization and/or Event Organizer agree to provide satisfactory evidence of, and shall thereafter maintain during the specified special event, such insurance policies and coverages in the types, limits, forms, and ratings required by the City Manager or City Attorney or their designee.

I certify that all of the information on this application is true and correct.

Host Organization and/or Event Organizer hereby requests waiver of insurance under the prohibitive cost exemption. Note: This waiver is offered only to very small event applicants and will be determined by the City Manager.

Jeanne M. Smith

Chairman

Print Name

Title

Jeanne M. Smith

03-25-2020

Signature

Date

QUESTIONS?

If you have questions about facilities you can call Nancy Claterbos on Public Works 503-861-0912.
If you have question about this form you can call Police Chief Mathew Workman 503-861-2235.

Department Approvals:

- Initial and write "Approve", "Not Approved", or "N/A" if this event does not affect your department.
- If you write "No Approved" you must attach a memo with your reasons and what the applicant needs to do to gain your approval.

Finance	Public Works	Fire	Police	Planning	Building	Marinas

Schedule of Fees:

The City of Warrenton has three classes of reservations fees for facilities use:



CHICKS
0-3
11:15

BUNNIES
7-9
12:15

PRIZE TABLES

COTTONTAILS
SPECIAL NEEDS
1:15

JELLY BEANS
10 AND UP
12:45

PEEPS
4-6
11:45

Warrenton
City Park



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Richard Stelzig, Public Works Director
 DATE: March 8th, 2022
 SUBJ: Voucher Program Proposal – Recology

SUMMARY

The City had requested a proposal from Recology Western Oregon for their dump voucher program which would replace our Spring Cleanup Day event. This program is currently being implemented at the City of Astoria, customers who live within the City limits of Astoria and have current trash service in good standing can dump up to (2) two loads a year of up to 850lbs. Proposal details for the City of Warrenton include:

VOUCHERS:

Recology would issue (1) one paper voucher per year. Each voucher would be good for up to 800lbs of mixed solid waste only. No appliances, tires, etc. Pricing as follows:

0-100lbs: \$14.50
 101-400lbs: \$26.25
 401-600lbs: \$38.25
 601-800lbs: \$50.00

USAGE:

Warrenton customer arrives at the Astoria Transfer Station, presents voucher, current water/sewer bill from the City of Warrenton, and photo ID with matching address. Customer dumps their trash and weighs out; weight is applied to the voucher and the city is charged accordingly. Voucher is good for the weight and charge of that load only, there is no remaining balance to use at a later date. Any amount over \$50.00 would be owed at that time by the customer.

BILLING:

Redeemed vouchers would be scanned to Recology and placed in a file for tracking, billing, and reporting. Recology would bill City of Warrenton monthly reporting the number of vouchers used and the tonnage.

Recology provided the 2021 figures for the City of Astoria, and out of the 2,901 vouchers (each worth 2 trips) they had 754 customers use the voucher (26% usage), with 123 customers reaching the 601-800lbs limit, and the average customer bringing in 200-500lbs of garbage to the transfer station. Overall, the City of Astoria spends approximately \$30,000 each year on their program.

The City of Warrenton proposes to provide approximately 2,300 vouchers for 1 trip, with a maximum weight of 800 lbs. If we assume the same usership as Astoria, we estimate a total of \$12,000 to implement the voucher program.

RECOMMENDATION/SUGGESTED MOTION

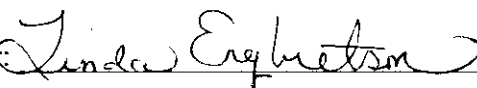
Public Works recommends the City Commission accept the voucher program proposal to issue one paper voucher per year for residents within the City of Warrenton that are being billed for a minimum of bi-weekly trash service.

ALTERNATIVE

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

FISCAL IMPACT

The City Commission budgets yearly for Spring Clean-up which is a one-time event that takes place in May. The cost for this event is usually under \$12,000.00. Public Works would have to make a budget adjustment for the increased estimated cost of a voucher system.

Approved by City Manager: 

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



WARRENTON DISPOSAL VOUCHER

REDEEM THIS VOUCHER FOR UP TO 800 POUNDS OF HOUSEHOLD TRASH OR FURNITURE.

CUSTOMER TO PAY FOR ANY ADDITIONAL TRASH.
DOES NOT INCLUDE APPLIANCES, TIRES, OR OTHER ITEMS FOR WHICH OTHER RATES APPLY.
NO HAZARDOUS WASTE, SHARPS, OR ELECTRONICS ACCEPTED AS TRASH.

VOUCHER HAS NO CASH VALUE, NO CHANGE GIVEN.

DELIVER TO: ASTORIA TRANSFER STATION
1790 WILLIAMSPORT RD, ASTORIA

PRESENT VOUCHER TO SCALEHOUSE ATTENDANT

ISSUE DATE: 4/1/2022 EXPIRES: 12/31/2022

REDEEMED BY: _____

ADDRESS: _____

REDEMPTION DATE: _____

PRESENT VOUCHER WITH ID FOR VERIFICATION

ATS STAFF: _____

BY SIGNING, ATS STAFF CONFIRM ID CHECKED, ITEMS & QUANTITIES MATCH THOSE INDICATED. ANY ADDITIONAL ITEMS MUST BE CHARGED TO CUSTOMER OR REFUSED.



**Finance Department
Agenda Memorandum**

To: The Honorable Mayor and Members of the Warrenton City Commission
 From: April Clark
 Finance Director
 Date: March 8, 2022

Regarding: Independent Audit Services contract

SUMMARY:

Our contract with the audit firm, Isler, CPA expired with our last audit performed for the year ending June 30, 2021. As a result, staff sought proposals for Annual Independent Audit Services for the fiscal years ending June 30, 2022, 2023, and 2024 with two options to renew for additional two year periods.

The bid process commenced with the City directly soliciting 6 firms. The City received one proposal on February 8, 2022 from our current auditor, Isler CPA, as attached.

Staff evaluated the proposal and unanimously agreed to recommend awarding the contract to Isler CPA for the three year period.

The proposal (see page 11) provides for audit services based on the following fees:

June 30, 2022	\$35,500 and an additional \$4,000 for each single audit, if required
June 30, 2023	\$37,000 and an additional \$4,200 for each single audit, if required
June 30, 2024	\$38,500 and an additional \$4,400 for each single audit, if required

RECOMMENDATION:

Recommended Motion -

I move to award the contract for professional services to Isler CPA for Annual Independent Audit Services beginning with fiscal year ending June 30, 2022 as per the attached proposal.

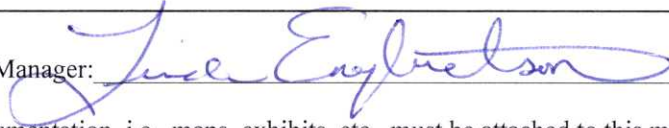
ALTERNATIVE:

Seek additional bidders either by direct solicitation or by advertisement.

FISCAL IMPACT:

The audit costs for the most recently concluded audit were \$34,000 and did not include an additional single audit. The proposed audit fees, exclusive of single audit, increase approximately 4.4% the first year, 4.2% the second year, and 4.1% the third year.

Approved by City Manager:

A handwritten signature in blue ink, reading "Julie Engstrom", 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 8th day of March, 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Isler CPA, L.L.C., 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's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project. See Attachment Exhibit A. Proposal Dated February 4, 2022 for Municipal Auditing Services.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed fee of \$35,500, \$37,000, and \$38,500 for Fiscal years ending June 30, 2022, June 30, 2023, and June 30, 2024, respectively plus any single audit fees, if required, as presented in the attached proposal for performance of those services provided herein;

B. The CONSULTANT will submit periodic invoices 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 [Click or tap here to enter text.](#).

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

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

15. INSURANCE

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

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

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

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

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

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

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND,

LIENS AND WITHHOLDING TAXES ORS 279B.220

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: _____
Linda Engbretson, City Manager

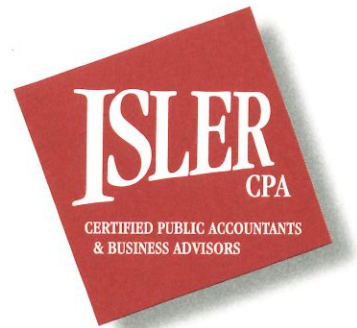
By: _____
Printed Name: _____ Date _____
Title: _____

ATTEST: _____
Dawne Shaw, City Recorder

CITY OF WARRENTON
FINANCE DEPARTMENT

FEB 08 2022

RECEIVED
WARRENTON, OR 97146



PROPOSAL FOR AUDIT SERVICES FOR

The City of Warrenton

TITLE PAGE

RFP SUBJECT: Proposal to Perform Municipal Auditing Services for the City of Warrenton and Warrenton Urban Renewal Agency

INDEPENDENT AUDITOR: Isler CPA, L.L.C.
1976 Garden Ave.
Eugene, Oregon 97403
(541) 342-5161 (telephone)
(541) 342-3533 (fax)

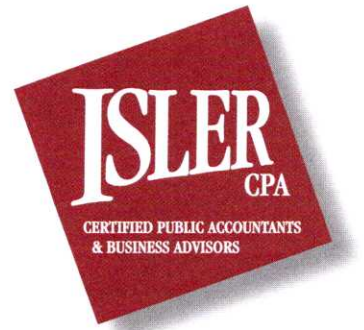
CONTACT PERSON: Paul Nielson, CPA
Member
(541) 915-8537 (telephone)
(541) 342-3533 (fax)
pnielson@islercpa.com

SUBMISSION DATE: February 4, 2022

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February 4, 2022



April Clark, Finance Director
City of Warrenton

1976 Garden Ave.
Eugene, OR 97403
541.342.5161
www.islercpa.com

Dear April:

Thank you for inviting our firm, Isler CPA ("Isler"), to submit a proposal to provide auditing financial services to the City of Warrenton ("City") and Warrenton Urban Renewal Agency ("WURA"), for the years ended June 30, 2022, 2023, and 2024.

Isler CPA (Isler) is an independent CPA firm licensed to practice in Oregon, located in Eugene. Isler has been assisting successful local governments and related organizations in Oregon and other states since the 1950's. We have audited and assisted many municipalities in Oregon. We understand the nature of the engagement and agree to perform the work as outlined in the City's RFP.

Our main focus is to provide efficient assurance services in a timely manner with an eye toward enhancing our clients' operations. Therefore, we believe it is essential to have contact with you throughout the year. We accomplish this by contacting you periodically, as well as promptly addressing any questions or concerns you may have during the year. We encourage you to contact us throughout the year with accounting and reporting questions. We will not bill for this service unless we have agreed to a fee with the City.

Since Isler has not attempted to be all things to all clients, we have designated several industries where we are especially well qualified to serve clients. Among these are Oregon municipalities, not-for-profit organizations, and tribal governments. These are niches where Isler has developed a significant amount of practice and expertise. Isler has provided audit and accounting services to municipalities for over 60 years.

We hope this proposal expresses our enthusiasm and desire to perform the services you need. We welcome any questions you may have about this proposal and thank you again for your consideration of Isler CPA.

Sincerely,

Paul R. Nielson, CPA, CFE a member of the firm
pnielson@islercpa.com
Isler CPA
1976 Garden Ave.
Eugene, OR 97403
Telephone: (541) 342-5161

Firm Profile

Isler CPA (Isler) is a Eugene-based CPA firm with about 30 employees that was formed in the 1950's. Isler provides professional services including audits, tax, business consulting, compilations and reviews, forensic, client accounting services, and due diligence services.

Our organizational structure and approach have evolved to serve the particular needs of our clients, most notably, a high degree of on-going partner involvement with our clients. This is demonstrated by our high overall partner-to-staff ratio. Our service philosophy allows our partners to serve clients directly and ensures our work is completed with more experienced professionals.

Isler has four partners, six managers, seven senior accountants, and eight staff accountants.



Isler is a member of the RSM US Alliance, which allows us to enjoy the best of all worlds: local management, national resources, and international affiliations. RSM US, LLP is a leading provider of audit, tax and consulting services focused on the middle market. Isler is small enough to cultivate and encourage close, personal, long-term relationships but large enough to offer the depth of experience and expertise required to earn your trust and help you meet your goals. Isler uses RSM audit resources and methodology, and Isler professional staff attend RSM staff training.

Isler CPA has been a proud member of RSM US Alliance since 2008. RSM US Alliance is a premier affiliation of independent accounting and consulting firms in the United States, with more than 75 members in over 38 states, the Cayman Islands and Puerto Rico. This affiliation gives us access to a full range of national and international capabilities.

We accepted an invitation to become a member of RSM US Alliance because it is a natural fit with our commitment to our clients and our determination to stay at the forefront of developments affecting accounting and consulting firms today. Visit [RSM Alliance](#) to learn more about our membership.

Isler CPA is also a member of the AICPA Government Audit Quality Center, providing us access to training events and resources focused on improving audit quality for governmental entities of all types.



In June, Isler was inducted into the 100 Best Green Companies to Work for in Oregon Hall of Fame for being an award winner for 10 consecutive years. The editors of Oregon Business Magazine noted that "the Best Green Companies to Work for in Oregon shows that, if you are committed to sustainable practices, it pays off not only for the environment and the bottom line, but also in being a great place to work."

Principals Assigned

Paul Nielson, CPA, CFE

Member (partner)

Oregon Municipal Auditor Roster # 1241

Paul received his B.A. from Brigham Young University in 1983. He has been in public accounting since then, including seven years as a partner in another firm. He is a licensed municipal auditor. Paul has extensive experience with governmental entities. He is the leader of our governmental audit team. His focus is the governmental niche, and he concentrates all his time and training on municipal audit and accounting issues. His annual training includes classes focusing on governmental accounting and auditing and he is in compliance with the AICPA continuing education requirements. Paul is a Certified Fraud Examiner (CFE).

Since the beginning of Paul's career, he has been involved with auditing and accounting for governments including tribal governments. He has assisted governmental entities in cash flow projections, budgeting, and new GASB implementation. Paul has instructed other accountants on issues that are crucial in governmental accounting and auditing. Some of these areas are the Single Audit Act, how to conduct a governmental audit, updates on governmental accounting issues, and GASB updates. Paul was the leader of the municipal practice for Moss Adams prior to joining Isler. While working for Moss Adams, Paul was the technical reviewer for all municipal audits in Oregon and California. He has also been an instructor for the Oregon Government Finance Officers Association (OGFOA) and the Special Districts of Oregon. For the OGFOA he has taught Governmental Accounting 101, 201, 301; Budget Preparation and Presentation, Preparing for the Audit, Cost Allocation, and Auditing Post Enron and WorldCom. In 2007, he was awarded the Outstanding Contribution to Public Finance award by OMFOA.

He is a reviewer for the GFOA Certificate of Achievement for Excellence in Financial Reporting. Paul has reviewed several municipal audits for the GFOA. He has assisted municipalities in receiving their first Certificate of Achievement for Excellence in Financial Reporting.

Paul will be at the City during the audit.

Principals Assigned, continued

Gatlin Hawkins, CPA, CFE

Member (partner)

Oregon Municipal Auditor Roster #1611

Gatlin joined Isler CPA in 2015, after spending two years auditing municipal entities in California. Prior to joining Isler CPA, he gained experience in financial audits and single audits as he worked on several large California counties and cities, special districts of all sizes, as well as several Not-for-Profit entities. He also frequently attends continuing education related to auditing, with at least 12 hours each year related specifically to not-for-profit and governmental accounting. Gatlin is currently serving as the head of Isler CPA's Accounting and Auditing department.

Gatlin attended Sacramento State University. He is fluent in Brazilian Portuguese and has volunteered with the Boy Scouts of America since 2011.

Gatlin belongs to the following organizations:

- American Institute of Certified Public Accountants
- Oregon Society of Certified Public Accountants
- Association of Certified Fraud Examiners
- Government Finance Officers Association (Associate Member)

Gatlin will serve as technical reviewer of the audit.

Cody Savey, CPA

Audit Manager

Oregon Municipal Auditor Roster #1626

Cody is originally from Reedsport, Oregon where he was born and raised. After high school, Cody moved to Eugene, Oregon to attend the University of Oregon. While at the University of Oregon, Cody joined the Isler family as a tax intern. Cody has been with the firm since 2012 and was hired full time in 2014. Cody received great news in July 2016 that he had been approved to become a practicing Certified Public Accountant (CPA) in the State of Oregon. As an Audit Manager, Cody focuses most of his time at the firm specializing in audits of municipalities, nonprofit organizations, and tribal governments. He has been involved with auditing governments since 2014. He has worked on and in-charged several municipal audits. The jobs he has in-charged includes special districts, cities and counties.

Cody has taken all the required CPE to maintain his municipal audit license.

Principals Assigned, continued

Kathy To
Senior Auditor

Kathy To is originally from Portland, Oregon where she was born and raised. After high school, she moved to Eugene, Oregon to attend the University of Oregon. After spending 2 years auditing municipal entities at a different firm, Kathy joined Isler CPA in 2021. As a Senior Auditor, she specializes in audits of municipalities, nonprofit organizations, and tribal governments. Kathy has been involved with auditing governments since 2019 and has worked on and in-charged several municipal audits. The jobs she has in-charged includes special districts and cities.

Kathy has taken all the required CPE to perform municipal audits.

Staff Continuity

Continuity of staff from year to year is extremely important. Consequently, our policy is to keep the individual who has overall responsibility for the engagement in that position from year to year. It is also our policy to keep the same nucleus of employees on an engagement and to rotate staff only when we feel that such a step can benefit the client. Such a situation might arise with the addition of an employee with a particular specialty. This policy improves both our continuity of effort and provides you with the most benefit for the dollar.

Availability

We encourage you to ask us questions and contact us throughout the year regarding accounting and auditing issues that may arise. Generally, these exchanges would occur on a complimentary basis. We will gladly research your questions and promptly respond to your inquiries. If the question can be answered without extensive effort, we will not bill the City. If the City requires services from us that are clearly outside the scope of the audit and the service is likely to require extensive effort, we will discuss the issue with the City's management and agree on a fee estimate before commencing the work.

Municipal references

CLIENT NAME	SCOPE OF WORK	YEARS OF SERVICE	CONTACT NAME	ADDRESS / PHONE NUMBER
Lincoln County	Audit, Single Audit, GFOA Award	13	Christina Shearer	210 SW Second Street Newport, OR 97365 (541) 265-0364
Rogue Valley Sewer Services	Audit, GFOA Award	4	Brenda Baldovino	138 W Vilas Rd, Central Point, OR 97502 (541) 726-1205
City of Central Point GFOA Award	Audit	9	Steve Webber	140 S. 3rd St. Central Point, Oregon 97502 (541) 664-3321
Roseburg Urban Sanitary Authority	Audit	15	Christine Morris	1297 N.E. Grandview Roseburg, OR 97470 (541) 672-1551
City of Cannon Beach	Audit, Agreed Upon Procedures	16	Laurie Sawery	163 E. Gower Cannon Beach, OR 97110 503-436-8058
Coos Bay North Bend Water Board	Audit	3	Jeff Howes	2305 Ocean Blvd SE Coos Bay, OR 97420 (541) 267-3128
Young's River Lewis and Clark Water District	Audit	14	Carl Gifford	34583 Hwy 101 Business Astoria OR 97103 (503) 325 4330
Lane Council of Governments	Audit, GFOA Award Single Audit	6	Brenda Wilson	859 Willamette St. Suite 500 Eugene, Oregon 97401-2910 (541) 682-4283
City of Gresham	Audit, GFOA Award Single Audit	7	Susan Brown	1333 N.W. Eastman Parkway Gresham, OR 97030-3813 (503) 618-2276
City of Cottage Grove	Audit	10	Roberta Likens	400 Main Street Cottage Grove, OR 97424 (541) 942-3346
City of Creswell	Audit	5	James Piper	South 1st Street Creswell, OR 97426 (541) 895-2531
Sunset Empire Transit District	Audit, Single Audit	3	Kelly Smith	900 Marine Drive Astoria, OR 97103 (506) 861 5363

Statement of Understanding & Approach to the Examination

In performing the testing and analyses of the City's and WURA's records, we will use a combination of the following procedures:

Sampling — Sampling will be a significant part of our audit due to its efficiency and reliability. We intend to use sampling in the testing of the City's internal controls over financial reporting and compliance with award requirements. For internal control and compliance testing, sample size will vary. Based upon our understanding of the control system and the tests of controls, we will draw additional samples for our substantive testing. For substantive testing, sample size will depend on the transaction population. We will use statistical and non-statistical sampling methods. Which method we used is determined by the test we are doing and the account or items we are testing.

Analytical Procedures — We will use analytical procedures in the planning and final stages of the audit and as a substantive test of account balances where appropriate. This determination will be based upon our understanding of the internal control system and the results of other tests we will perform. The types of analytical procedures that we use vary greatly based on the area being tested. Some of the more common types include budget-to-actual comparison, five-year trends, comparison to non-financial related data, and comparison to documents filed with outside regulatory agencies.

Specialized government audit program — We are a member of the RSM alliance. As a member, we use the RSM audit programs for our audits. We also subscribe to PPC and supplement our RSM information with programs from PPC. We use PPC for research into governmental accounting issues. PPC provides a complete library of GASB documents and PPC's recommendations on accounting issues. We will not use any specialists, such as actuaries.

Technical Review — After the draft statements are reviewed by the City the technical review will be done by Gatlin Hawkins, a partner in our office.

Statement of Understanding & Approach to the Examination, continued

Audit Element	Proposed Audit Approach	Staffing Profile
<p>Understanding the Entity and its Environment</p>	<p>To plan an audit, Isler must obtain an understanding of the City and WURA; establish materiality and tolerable misstatement; identify significant accounts, classes of transactions, relevant financial statement assertions and significant accounting processes.</p> <p>We will conduct preliminary and interim audit work (planning and audit preparation) at a mutually agreeable date.</p> <p>In addition, Isler would perform fraud risk inquiries, perform preliminary analytical procedures and review historical information.</p>	<p>Partner and Manager</p>
<p>Understanding and Testing Internal Controls</p>	<p>We will obtain an understanding of the City's and WURA internal controls.</p> <p>Test of internal controls, assuming controls are designed effectively, will be performed over account receivables/revenues and account payables/purchases, payroll, and manual journal entries. The tests will be planned to achieve a low level of control risk.</p>	<p>Partner, Manager and Staff</p>
<p>Assessing Risk and Designing Audit Procedures</p>	<p>Isler will assess the risk of material misstatement, assess inherent and control risk.</p> <p>Isler will assess the inherent and control risk for each relevant assertion related to each significant account and class of transactions.</p> <p>Substantive audit procedures would be designed and performed for all relevant assertions related to each significant account, class of transactions or disclosure.</p>	<p>Partner and Manager</p>

Statement of Understanding & Approach to the Examination, continued

Audit Element	Proposed Audit Approach	Staffing Profile
Cash and investments	<p>Test the cut-off by tracing items on the bank reconciliation to subsequent months' bank statements.</p> <p>Test compliance with regulations and applicable City & WURA guidance governing investing and collateralization.</p> <p>Verify restriction of cash and investments and reporting of restricted cash and investments.</p>	Manager and staff
Receivables, revenues and deferred revenues	<p>Confirm as receivables and revenues with other governments.</p> <p>Test receivables by tracing to subsequent receipts.</p> <p>Perform predictive tests for revenues that can be tested in this manner.</p> <p>For revenues not otherwise tested, select a sample of transactions and trace to supporting documentation.</p>	Manager and staff
Capital assets	<p>Select a sample of capital asset additions and trace to supporting documentation.</p> <p>Inquire about and test capital asset deletions / impairment.</p> <p>Select a sample of capital assets being depreciated and test the calculation and reasonableness of depreciation and useful lives.</p>	Manager and staff
Accounts payable and expenditures	<p>Test payables by examining disbursements subsequent to fiscal year-end.</p> <p>Select a sample from disbursements to test controls over expenditures.</p> <p>Select a sample from the expenditure accounts to trace to supporting documents.</p>	Manager and staff

Statement of Understanding & Approach to the Examination, continued

Audit Element	Proposed Audit Approach	Staffing Profile
Payroll and related payables	<p>Test payroll related payables by tracing to subsequent disbursements and supporting documents.</p> <p>Test calculation of compensated absences payable.</p> <p>Test controls in place for processing payroll accurately and based on approved rates.</p> <p>Test payroll using analytical trends based on prior audited information.</p> <p>Calculate the GASB 68 numbers</p>	Manager and Staff
Financial reporting	<p>Review the conversion to government wide financial statements, net asset classification and fund balance classification.</p> <p>Test supporting information for footnote disclosures.</p> <p>Perform other procedures for RSI and SI as required by SAS 119 and 120.</p>	Partner, Manager and Staff
Single audit	<p>Determine the major programs based on the SEFA.</p> <p>Test internal control and compliance as required by the Single Audit Act and the Yellow Book.</p> <p>Certify the Data Collection Form.</p>	Partner, Manager and Staff
Other	<p>Supervision and review.</p> <p>Meetings with City Staff.</p> <p>Nonsignificant sections.</p>	Partner Manager, and Staff

Use of City Personnel

Isler will take a collaborative approach to your engagement, utilizing your staff whenever possible, to minimize cost and improve efficiencies. We will adapt our schedule to fit your needs. We anticipate assistance from the City's staff to prepare schedules, find documents, explain processes, and pull sample documentation. We anticipate the City's staff will provide us with a trial balance, budget documents, and general ledger for use in planning and reconciliations of balance sheet accounts prior to fieldwork. In addition, we will request assistance from the City's staff to assist in preparing schedules, finding documents, explaining processes, and pulling documents to support our testing.

Fees

Maximum audit fees (fees include those for both the City and WURA) are estimated to be:

Service to be provided:	Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024	
	Hours	Amount	Hours	Amount	Hours	Amount
Audit	260	\$ 29,500	260	\$ 30,500	260	\$ 31,500
Financial Statements	40	6,000	40	6,500	40	7,000
Single Audit (per program tested)	40	4,000	40	4,200	40	4,400
Warrenton Urban Renewal Agency (Audit)	90	9,000	90	9,200	90	9,400
Total:	430	\$ 48,500	430	\$ 50,400	430	\$ 52,300

This fee includes all services requested under scope of audit in the RFP. This fee includes the ability to call and ask questions during the year.

The above noted fees were estimated using the following schedule of hourly rates by staffing level:

Schedule of Fees	
Partners	\$ 200 - \$240 per hr.
Managers	\$ 170 - \$200 per hr.
Seniors	\$ 140 - \$140 per hr.
Other Staff	\$ 95 - \$120 per hr.

Claims

Isler CPA nor any of the staff who will work on this engagement have ever been sued or subject to professional discipline in connection with providing audit services for any client.

Management reports

See appendix A for two samples of management reports that we have recently issued.

Appendix A
Sample Management Letters

Sample Management Letter #1 (Significant Deficiency in Timeliness)

To the Board of Directors
Recreation District

In planning and performing our audit of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Recreation District (District) as of and for the year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in internal control to be significant deficiencies:

Responsiveness to audit request

The District's June 30, 2021 bank reconciliations, and several testing documents were not produced in a timely manner. We did not receive a bank reconciliation for the June 30, 2021 until January 3 2022.

This communication is intended solely for the information and use of management, the Board of Directors, and others within the District, and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Isler CPA
Eugene, Oregon

Sample Management Letter #2 (No Deficiencies, Combined with Post Audit Communication)

To the City Council and City Manager
City, Oregon

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the for the year ended June 30, 2021, and have issued our report thereon dated December 15, 2021. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with the accounting principles generally accepted in the United States. Our audit of the financial statements does not relieve you or management of your responsibilities.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our engagement letter.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the footnotes to the financial statements. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. The most significant estimate affecting the financial statements is the determination of depreciation on capital assets. The accounting policies relating to capital assets and depreciation are described in the footnotes to the comprehensive annual financial report. The Retirement Plan and Other Post-Employment Benefits (OPEB) footnotes discuss assumptions used to value the pension and OPEB obligations.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit. There were no known or likely material misstatements identified during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 15, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles, implementation of new accounting standards, and the impact of new auditing standards with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

ISLER CPA

Appendix B
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andrew Core(731535A) 280 E 15th Ave Ste D Eugene OR 97401-4177	CONTACT NAME: PHONE (A/C, NO, EXT): 541-359-4791 FAX (A/C, NO): 541-359-4797 E-MAIL ADDRESS: acore1@farmersagent.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:
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INSURER B: Farmers Insurance Exchange	21652														
INSURER C: Mid Century Insurance Company	21687														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED ISLER CPA LLC 1978 GARDEN AVE EUGENE OR 97403															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	606746173	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	606746173	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	A03151181	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Andrea Hughes</i>

Appendix C
Certification and Contract Offer

**PROPOSAL FORM (Required)
(CERTIFICATION AND CONTRACT OFFER)**

**CITY OF WARRENTON OREGON
FINANCE DEPARTMENT**

**REQUEST FOR PROPOSAL
TO PROVIDE:**

ANNUAL INDEPENDENT AUDIT SERVICES

To City of Warrenton
Warrenton, Oregon

The undersigned Proposer warrants that he has carefully examined the Request for Proposal documents for providing the service described as follows:

ANNUAL INDEPENDENT AUDIT SERVICES FOR THE CITY OF WARRENTON

The Proposer warrants that Proposer has made such investigation as is necessary to determine the complexities and requirements of the City of Warrenton and, if Proposer's proposal is accepted, Proposer will contract with the City of Warrenton, in the form of City of Warrenton's Professional Services Agreement, to provide the required services as specified in the Request For Proposal document. The Proposer further warrants that the terms and conditions contained within the Request for Proposal document, which are, by reference, incorporated herein in their entirety, are acceptable for the Proposer and will be incorporated into any Personal Services Agreement resulting from award of this procurement and that such terms and conditions take precedence over any conflicting terms and conditions in Proposer's proposal.

The Proposer submits and proposes the fee schedule provided within the proposal as required within the Request for Proposal document. This proposal shall be effective for a period of sixty (60) days from the RFP closing date.

Name of Proposer: Isler CPA Date: 02/07/2022

Tax Identification Numbers: 20-4723636

Signature of authorized person: Paul R Nielson Title: Member (Partner)

Business Phone and FAX numbers: Phone (541) 342-5161 Fax (541) 342-3533



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Brian Alsbury, Fire Chief
 DATE: March 8th, 2022
 SUBJ: Emergency Purchase of Stryker LifePak 15 Monitor/AED

SUMMARY

In September 2019, the U.S. Food and Drug Administration (FDA) notified all AED and professional defibrillator owners, users, and prescribers that, effective February 3, 2021, medical device manufacturers can no longer provide support for monitor/defibrillators.

Warrenton Fire Department has two monitors (E Series) that are affected by the FDA ruling. One of the ~~two~~ two monitors has stopped working, with the FDA ruling, parts and repairs are unavailable. The monitors are an important piece of equipment for cardiac emergencies. At this time, we are using an AED in its place, but it doesn't allow us to do interventions that could improve the patient's outcome. Replacement have been in the CIP Program for the last 2 years but due to the funding issues, they have been pushed out to the next fiscal budget. Replacing the monitors is now an emergent need.

We would like to replace the broken Zoll M Series monitor with a Stryker LifePak 15 Monitor urgently. Once a quote was obtained for the equipment, I was told that Styker is offering a \$2,500 credit for each Zoll M Series, working, or broken. To take full advantage of the \$2,500 credit, we would like to replace both monitors now rather than later and not miss out on the available credits. Each LifePak 15 will cost \$33,251.28, we are requesting that we replace both at a total of \$66,502.56

Funding-Replacements are currently not in the FY 2021/2022 budget, but the funds are available in the Apparatuses/Equipment Replacement fund. Funds available have been allocated to replace our 26-year-old Ford F-250, but like the issues the Warrenton Police Department has had getting new patrol vehicle's, the Warrenton Fire Department has been facing the same.

I would like to remove the monitors from the FY 2022/2023 CIP, spend the funds allocated for the vehicle to replace the monitors and push the vehicle replacement to FY 2022/2023 CIP Program.

RECOMMENDATION/SUGGESTED MOTION

"I motion to use funds from the Apparatus/Equipment Replacement Fund to purchase replacement monitors for emergency medical response.

ALTERNATIVE

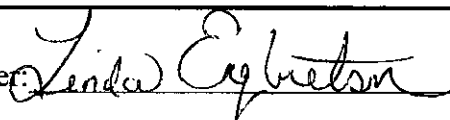
- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

FISCAL IMPACT

Funds are available if redirected from a vehicle purchase. Fire Chief has the spending authority and will not require a budget adjustment.

Attachments-Styker Lifepak 15 quote from vender.

Approved by City Manager:

A handwritten signature in cursive script, appearing to read "Linda Egbertson", written over a horizontal line.

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

**CITY OF WARRENTON
CONTRACT FOR GOODS AND
SERVICES**

CONTRACT:

This Contract, made and entered into this 8th day of March 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Stryker, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

WHEREAS, CONTRACTOR is able and prepared to provide such goods and 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. CONTRACTOR GOODS AND SERVICES: (Title:LifePak 15 V4 Monitor/Defib)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated March 3rd, 2022, and is attached hereto as Exhibit A.

B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) 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 CONTRACTOR a total not-to-exceed price of \$66, 502.56 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing LifePak 15 for all goods provided or 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. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'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.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Ben Wintermute.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR 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 CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. 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. CONTRACTOR 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 contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, 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, contractor, or others resulting from or arising out of CONTRACTOR'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 CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'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.** Contractor shall obtain, at Contractor'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 contractors, subcontractors 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. Automobile Liability. Contract shall obtain, at Contractor'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.

C. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor'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, Contractor 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.

D. 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 Contractor 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. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' 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.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor 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.

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

18. PAYMENT OF MEDICAL CARE

Contractor 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 CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR 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. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. BUSINESS LICENSE

A City of Warrenton Business License is required for all businesses working within the City of Warrenton. Information for this process is available on the City of Warrenton website at <http://ci.warrenton.or.us/> or by calling 503-861-2233.

23. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date



CARES LUCAS LP15

Quote Number: 10361217

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: WARRENTON FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Ben Wintermute

Email: ben.wintermute@stryker.com

Phone Number:

Quote Date: 03/03/2022

Expiration Date: 12/31/2022

Product	Description	Qty	Sell Price	Total
13.0	11160-000013 NIBP Cuff-Reusable, Child	2	\$18.42	\$36.84
14.0	11160-000017 NIBP Cuff -Reusable, Large Adult	2	\$24.83	\$49.66
15.0	11160-000019 NIBP Cuff-Reusable, Adult X Large	2	\$36.84	\$73.68
16.0	11577-000002 LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$270.79	\$541.58
17.0	11220-000028 LIFEPAK 15 Carry case top pouch	2	\$48.76	\$97.52
18.0	11260-000039 LIFEPAK 15 Carry case back pouch	2	\$69.76	\$139.52
19.0	11996-000091 Electrode EDGE QUIK-COMBO Adult	2	\$20.65	\$41.30
20.0	11240-000032 Strip chart recorder paper, 100mm, 2 rolls/pkg	4	\$18.75	\$75.00
21.0	11111-000022 ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	1	\$169.00	\$169.00
22.0	11111-000018 ECG Cable, 12-Lead, 5ft. - Trunk cable with AHA limb leads	1	\$419.00	\$419.00
23.0	21996-000109 Titan III WiFi Gateway	1	\$830.25	\$830.25
24.0	11996-000165 SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients >44lbs (box of 25)	1	\$364.50	\$364.50
25.0	11996-000120 SmartCapnoLine - Pediatric patients <44lbs (box of 25)	1	\$258.75	\$258.75
Equipment Total:				\$69,002.56

Trade In Credit:

Product	Description	Qty	Credit Fr	Total Credit
TR-ZE-LP15	TRADE-IN-ZOLL E-SERIES TOWARDS PURCHASE OF LIFEPAK 15	1	-\$2,500.00	-\$2,500.00

Price Totals:

Grand Total:

\$66,502.56

Prices: In effect for 90 days



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Delivery Address

End User - Shipping - Billing

Bill To Account

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	WARRENTON FIRE DEPT	Name:	WARRENTON FIRE DEPT	Name:	CITY OF WARRENTON
Account #:	1477302	Account #:	1477302	Account #:	1528738
Address:	225 S MAIN AVE WARRENTON Oregon 97146	Address:	225 S MAIN AVE WARRENTON Oregon 97146	Address:	PO BOX 250 WARRENTON Oregon 97146-0250

Equipment Products:

Qty	Product	Description	Unit	Unit Price	Total Price
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	\$28,693.66	\$57,387.32
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	6	\$330.03	\$1,980.18
4.0	11140-000098	LP15 AC Power Adapter (power cord not included)	2	\$1,196.00	\$2,392.00
5.0	11140-000015	AC power cord	2	\$66.76	\$133.52
6.0	11140-000080	Extension Cable (5ft 3 in)	2	\$213.08	\$426.16
7.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	2	\$201.03	\$402.06
8.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$513.82	\$1,027.64
9.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$565.58	\$1,131.16
10.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	2	\$229.10	\$458.20
11.0	11171-000047	Masimo™M-LNCS® DCIP, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable.	2	\$229.10	\$458.20
12.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	2	\$54.76	\$109.52



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Quote Date: 03/03/2022

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Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.