



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
March 14, 2023 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings will 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 – 2.28.23
- B. Monthly Finance Report – January 2023

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 4:00 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. Presentation – WWTP Options; Kennedy Jenks
- B. Consideration of Updated Safe Routes To School Grants

- C. Consideration of Police Dispatch Agreement
 - D. Consideration of Scoular Name Change
 - E. Consideration of Scoular/SDYB Addendum Agreement; SDC Fees
 - F. Consideration of Resolution No. 2642; Concession Stand Rates
 - G. Consideration of 2023-2025 City Commission Goals
8. **DISCUSSION ITEMS** - None
 9. **GOOD OF THE ORDER**
 10. **EXECUTIVE SESSION**
 11. **ADJOURNMENT**

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

MINUTES
 Warrenton City Commission
 February 28, 2023
 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.

Commissioners Present: Mayor Henry Balensifer, Mark Baldwin, Tom Dyer, Gerald Poe, and Paul Mitchell

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Interim Public Works Director Greg Shafer, Public Works Operations Manager Jim McCarthy, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 2.14.23
- B. Police Department Monthly Report – January 2023

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

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

Mayor Balensifer asked to add item 8A – City Manager review process; there were no objections.

COMMISSIONER REPORTS

City Manager Esther Moberg noted new Library Director, Joshua Saranpaa has officially started with the city and everyone is really pleased to have him on board.

Mayor Balensifer noted the community meeting for the Hammond planter strip. The community consensus was a non fruiting crab apple to replace the existing trees, creeping thyme, dwarf juniper and daffodils to help reduce maintenance. The city manager brought up the idea of a community planting day, and Spruce up Warrenton mentioned helping with coordinating and fundraising.

PUBLIC COMMENT

David Reid of the Astoria/Warrenton Chamber of Commerce noted an invitation that was sent to the Commission for a Lower Columbia Tourism Committee meeting. Mayor Balensifer asked if there was a specific time they should attend. Mr. Reid clarified that the meeting is about three hours long with the read out starting at the beginning of the meeting that would take about an hour to an hour and a half.

PUBLIC HEARINGS – None

BUSINESS ITEMS

Interim Public Works Director Greg Shafer discussed the recommendation to accept SE Bugle Avenue into the City Street System. Warrenton Fiber Company has a recorded road easement granted by Clatsop

County and has indicated that they are ready to dedicate this street to the City of Warrenton. The street section is approximately 850 feet, with a sidewalk on the east side of the road, two streetlights on the west side of the street and was designed and constructed per approved Roosevelt subdivision development. A performance bond is held by the city for the remaining items scheduled to be completed by the end of summer, which include two streetlights and road signs.

Commissioner Mitchell made the motion to accept the proposed dedication of SE Bugle Avenue into the city street system for operation, access, and maintenance purposes, starting a 12-month warranty period. Motion was seconded and passed unanimously.

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

Mr. Shafer stated Big River Construction has requested to work outside of allowed construction hours for water line work at Young's Bay Plaza. The work will include a shutdown of the water main, and the contractor will provide 48 hours notice. Mayor Balensifer noted this shutdown only affects the businesses within Youngs Bay Plaza. Commissioner Mitchell asked what time the shutoff would occur. Bob Keatley, of Fortney Contractors, noted the work can be performed at any time but is better to do it during non-business hours, so that businesses are not affected. Brief discussion followed.

Commissioner Baldwin made the motion to permit the contractor of the Youngs Bay Plaza project to work outside of hours, as weather allows, to minimize the impact to businesses. Motion was seconded and passed unanimously.

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

City Manager Esther Moberg discussed three FEMA grants that the Fire Chief would like to apply for. The first grant is to replace the aging hydraulic tools (Jaws of Life), the new systems are much easier to move around, charge and manipulate. The second grant is to replace E-2721 with a new Type 3 fire apparatus at the Hammond Fire Station. The third grant is to add diesel exhaust removal systems to the Warrenton and Hammond Fire Stations. There was one previously at the Warrenton fire station, but it has failed. Mayor Balensifer noted in the past, staff has come before the commission to request to go out for a grant. He would assume staff could proactively apply for the grants and get commission approval once the grant is received. Mayor Balensifer asked for consent to allow staff to apply for grants that are within our budget outline, and then bring them to the commission to vote on them at the end of the grant process. The Commission gave unanimous consent for that policy change. Commissioner Baldwin noted there are no budget numbers for Grant number 3, and Ms. Moberg stated she will get the numbers for them.

Commissioner Baldwin made the motion to authorize the fire department to apply for an E-Tool grant, an apparatus grant, and a Diesel exhaust removal system grant through FEMA AFG Grants. Motion was seconded and passed unanimously.

Baldwin – aye; Dyer – aye; Poe – aye; Mitchell – aye; Balensifer – aye

DISCUSSION ITEMS

Mayor Balensifer noted the City Manager's performance evaluation will take place at the second meeting in March and explained the previous process. He asked the commission for their preference; they decided on having two commissioners interview department heads and then report back to the commission. Ms. Moberg requested a closed session for her performance evaluation.

GOOD OF THE ORDER

City Manager Moberg noted she will soon have an update for them on the PW Director recruitment.

Mayor Balensifer noted the request for a letter of support from an Astorian resident for a bill in the legislature. The Commission was not interested in writing a letter. The request died for lack of second.

There being no further business, Mayor Balensifer adjourned the meeting at 6:17 p.m.

Respectfully prepared and submitted by Brittney Johnson, Deputy City Recorder.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT

Volume 16, Issue 7

Monthly Finance Report
January 2023

March 14, 2023

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	3.37%	.45%
Prime Rate:	7.50%	3.25%
◆ CPI-U change:	6.4%	7.5%
◆ Unemployment Rates:		
Clatsop County:	not avail.	4.5%
Oregon:	not avail.	4.2%
U.S.:	not avail.	4.0%

Department Statistics

◆ Utility Bills mailed	3,268
◆ New Service Connections	4
◆ Reminder Letters	395
◆ Door Hangers	90
◆ Water Service Discontinued	9
◆ Counter payments	411
◆ Mail payments	1,006
◆ Auto Pay Customers/pmts	688
◆ Online (Web) payments	1,314
◆ Checks issued	340

Current and Pending Projects

- ◆ ARPA Funding (report due April 30, 2023)
- ◆ 2024-2029 Capital Improvement Program (Work session April 11, 2023)
- ◆ 2023-2024 Budget Preparation (1st Budget Committee Meeting May 16, 2023)

Financial Narrative as of January 31, 2023

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

General Fund: Year to date revenues amount to \$3,480,128, which is 61.1% of the budget, compared to the prior year amount of \$3,192,819, which was 69.9% of the budget and are up by \$287,309. Increases are shown in property taxes, franchise fees, state revenue sharing, police charges, housing rehab loan payments, interest, lease receipts and proceeds from sale of assets and are offset by decreases in transient room tax, municipal court, planning fees, fire charges, and miscellaneous. Year to date transfers from other funds are \$163,467, mostly from ARPA grant funds.

Expenses year to date amount to \$3,132,140, which is 49.8% of the budget, compared to the prior year amount of \$2,838,073, which was 55.7% of the budget. All departments are tracking at or under budget.

WBL: Business license revenue amounts to \$82,314, compared to \$60,030 at this time last year, a difference of \$22,284. A rate increase was implemented this fiscal year. Year to date licenses issued is 744 compared to 685 at this time last year.

Building Department: Permit revenues this month amount to \$15,550 and \$173,089 year to date, which is 56.4% of the budgeted amount. Last year to date permit revenue was \$120,606, 36.8% of the budget.

State Tax Street: State gas taxes received this month amount to \$40,482 for fuel sold in December and \$250,507 year to date. City fuels taxes received this month amount to \$27,636 for fuel sold in November and are \$165,802 year to date. Total gas taxes received year to date are \$416,309 compared to \$382,100 at this time last year.

Warrenton Marina: Total revenues to date are \$649,549, 90.6% of the budgeted amount, compared to the prior year amount of \$619,128, which was 97.6% of the budgeted amount. There is \$31,873 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$399,530, 103.9% of the budgeted amount, compared to the prior year amount of \$407,393, which was 115.9% of the budgeted amount. There is \$573 in moorage receivables outstanding.

Of the total outstanding receivables:

- \$10,535 (32.5%) is current,
- \$4,780 (14.7%) is 30-60 days past due,
- \$1,899 (5.9%) is 60-90 days past due and
- \$15,232 (46.9%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$189,783 and \$91,646, and \$1,620,641 and \$1,098,376 year to date for in-city and out-city respectively and

totals \$2,719,017 and is 66.6% of the budget. Last year at this time, year to date fees were \$1,527,488 and \$995,198, for in-city and out-city, respectively and totaled \$2,522,686.

Sewer Fund: Utility fees charged this month are \$218,921 and \$1,574,586 year to date, which is 58.4% of the budget. Last year at this time, year to date fees were \$1,507,127. Shoreline Sanitary fees year to date are \$82,188. Total revenues year to date are \$1,785,488 compared to \$1,623,107 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$43,782 and \$314,888 year to date and is 58.4% of the budget. Last year to date revenues were \$301,377 which was 61.6% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$89,241 and \$19,158, and \$625,924 and \$134,068, year to date, and are 51.3% and 59.1% of the budget respectively.

Library Fund: Current year to date property taxes received amount to \$234,515 compared to \$223,685 at this time last year.

Community Center Fund: Rental revenue year to date is \$14,482 and is 103.4% of the budget. Last year to date revenue was \$9,012, which was 69.3% of the budget.

Financial data as of January, 2023

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,184,607	1,885,860	1,100,000	171.44
Plus: Revenues	447,671	3,480,128	5,691,876	61.14
Less: Expenditures				
Municipal Court	13,392	91,401	188,871	48.39
Admin/Comm/Fin(ACF)	78,022	737,778	1,385,311	53.26
Planning	27,962	173,422	439,126	39.49
Police	150,176	1,130,642	2,189,639	51.64
Fire	62,633	557,606	1,034,854	53.88
Parks	13,860	58,420	160,746	36.34
Transfers	52,385	382,871	891,451	42.95
Total Expenditures	398,430	3,132,140	6,289,998	49.80
Ending Fund Balance	2,233,848	2,233,848	501,878	445.10

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	113,108	68,931	59,000	116.83
Plus: Revenues	1,158	83,726	61,350	136.47
Less: Expenditures	493	38,884	66,307	58.64
Ending Fund Balance	113,773	113,773	54,043	210.52

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	659,063	736,201	640,000	115.03
Plus: Revenues	17,905	184,389	309,088	59.66
Less: Expenditures	30,707	274,329	455,954	60.17
Ending Fund Balance	646,261	646,261	493,134	131.05

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,728,123	2,778,651	2,100,000	132.32
Plus: Revenues	83,547	840,549	2,738,420	30.69
Less: Expenditures	28,328	835,858	4,739,670	17.64
Ending Fund Balance	2,783,342	2,783,342	98,750	2,818.57

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	614,440	323,922	300,000	107.97
Plus: Revenues	25,431	649,549	716,879	90.61
Less: Expenditures	46,860	376,460	818,225	46.01
Ending Fund Balance	593,011	597,011	198,654	300.53

Financial data as of January 2023, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	415,899	206,211	290,000	71.11	2,928,449	1,878,545	2,000,000	93.93
Plus: Revenues	7,103	399,530	384,552	103.89	315,391	2,868,793	6,708,062	42.77
Less: Expenditures	27,508	210,247	534,261	39.35	200,366	1,703,864	7,747,678	21.99
Ending Fund Balance	<u>395,494</u>	<u>395,494</u>	<u>140,291</u>	<u>281.91</u>	<u>3,043,474</u>	<u>3,043,474</u>	<u>960,384</u>	<u>316.90</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,491,365	2,978,750	2,700,000	110.32	1,845,999	1,661,698	1,500,000	110.78
Plus: Revenues	255,528	1,785,488	2,904,261	61.48	48,815	338,399	844,912	40.05
Less: Expenditures	164,199	1,181,544	4,748,317	24.88	21,948	127,231	1,947,361	6.53
Ending Fund Balance	<u>3,582,694</u>	<u>3,582,694</u>	<u>855,944</u>	<u>418.57</u>	<u>1,872,866</u>	<u>1,872,866</u>	<u>397,551</u>	<u>471.10</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	635,998	504,966	445,000	113.48	31,623	21,718	18,500	117.39
Plus: Revenues	110,519	775,065	1,449,344	53.48	1,420	21,713	18,800	115.49
Less: Expenditures	177,189	710,703	1,633,871	43.50	1,617	12,005	29,096	41.26
Ending Fund Balance	<u>569,328</u>	<u>569,328</u>	<u>260,473</u>	<u>218.57</u>	<u>31,426</u>	<u>31,426</u>	<u>8,204</u>	<u>383.06</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	269,968	162,397	160,000	101.50	9,038	9,011	12,184	73.96
Plus: Revenues	7,002	253,193	254,179	99.61	2,583	123,826	6,141,636	2.02
Less: Expenditures	11,518	150,138	303,013	49.55	2,553	123,769	6,153,820	2.01
Ending Fund Balance	<u>265,452</u>	<u>265,452</u>	<u>111,166</u>	<u>238.79</u>	<u>9,068</u>	<u>9,068</u>	<u>-</u>	<u>-</u>

Financial data as of January 2023, continued

(\$) Cash Balances as of January 31, 2023

General Fund	2,599,072	Warrenton Marina	571,438	Storm Sewer	1,822,128
WBL	113,609	Hammond Marina	401,617	Sanitation Fund	530,986
Building Department	649,983	Water Fund	2,839,527	Community Center	33,011
State Tax Street	2,901,538	Sewer Fund	3,377,175	Library	266,072

Warrenton Urban Renewal Agency

Capital Projects	15,448
Debt Service	3,317,351

General Fund Revenues	Collection Frequency	2022-2023 Budget	Actual as a % of Current Budget	Collections/Accruals Year to date		(over) under budget
				January 2023	January 2022	
Property taxes-current	AP	1,229,211	100.48	1,235,132	1,159,705	(5,921)
Property taxes-prior	AP	30,000	89.00	26,701	13,796	3,299
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	612,000	47.17	288,681	282,015	323,319
COW - franchise fees	M	330,319	57.40	189,611	181,981	140,708
Transient room tax	Q	622,492	61.23	381,173	389,520	241,319
Liquor licenses	A	575	4.35	25	575	550
State revenue sharing	MQ	195,819	41.32	80,914	66,134	114,905
Municipal court	M	128,700	34.50	44,403	69,053	84,297
Planning Fees	I	110,500	28.25	31,220	40,421	79,280
Police charges	I	18,000	94.06	16,931	9,422	1,069
Fire charges	SM	112,329	66.15	74,303	90,977	38,026
Park charges	I	-	0.00	865	655	-
Housing rehab loan payments	I	-	0.00	9,032	-	-
Miscellaneous	I	3,000	453.73	13,612	14,272	(10,612)
Interest	M	8,000	461.50	36,920	4,779	(28,920)
Lease receipts	M	220,002	65.11	143,233	132,694	76,769
Proceeds from sale of assets	I	-	0.00	6,127	-	(6,127)
Grants	I	-	0.00	-	-	-
Sub-total		3,620,947	71.22	2,578,883	2,455,999	1,042,064
Transfers from other funds	I	685,618	0.00	163,467	-	522,151
Overhead	M	1,385,311	53.26	737,778	736,820	647,533
Total revenues		5,691,876	61.14	3,480,128	3,192,819	2,211,748

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, 2023. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Interim Public Works Director
DATE: 3/14/2023
SUBJ: Update to approved Grants for Safe Routes to School 2020-2023

SUMMARY

June of 2020 the City Commission approved moving forward in application for Safe Routes to School Oregon Department of Transportation Grants. The original ask was up to 2 million dollars. Staff successfully went out and received two rounds of grants in 2020-2021 awarded up to \$500,000 and in 2022-2023 awarded \$2 million.

Since this total grant amount is now at 2.5 million, City Staff want to make sure the Commission is aware and accepts the full amount of these grants. Phase one of the Safe Routes to School project will start spring of 2023 with the initial \$500,000 amount. Phase 2 was a separate allocation (Also called Safe Routes to Schools) received from federal funds. Phase three of the Safe Routes to School project will start at a later date.

RECOMMENDATION/SUGGESTED MOTION


"I move to accept the total granted amount including the \$2 million awarded January of 2023 that staff successfully applied for and received through the Oregon Safe Routes to School OTC grant."

ALTERNATIVE

None recommended

FISCAL IMPACT

While there may be a minimal match amount, the total of these grants will help us achieve significant goals in getting sidewalks on the west side of Main avenue for the City of Warrenton from 9th street to the Warrenton High School.

Approved by City Manager:  _____

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: March 14, 2023

SUBJ: 2023-2024 Police Dispatch Services Agreement

SUMMARY

The Warrenton Police Department contracts with the Astoria Police Department for police dispatch services. Each year the City must sign a "Subscriber Agreement" with the City of Astoria to set the terms and conditions to provide these services. These services are budgeted in the FY 2023-2024 City Budget. Historically the agreement is signed by the respective City Mayor and City Manager from each City.

RECOMMENDATION/SUGGESTED MOTION

Approve the 2023-2024 Police Dispatch Services Agreement and have it signed by the Mayor and City Manager.

"I move to approve the Police Dispatch Services Agreement with the City of Astoria for Fiscal Year 2023 – 2024 and to have the Mayor and the City Manager sign the agreement."

ALTERNATIVE

Not feasible. We could create and operate our own Public Safety Answering Point (PSAP), but this is not feasible and would be extremely expensive.

FISCAL IMPACT

The FY 2023-2024 dispatch services will cost the City **\$224,388**, around a **3.22% decrease** from **\$231,864** in FY 2022-2023.

ATTACHMENTS:

- Two (2) copies of the 2022 – 2023 Police Dispatch Services Agreement.

Approved by City Manager: _____

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

AGREEMENT

PUBLIC SAFETY DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2023 by and between the CITY OF WARRENTON, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

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

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

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

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

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

II. CONSIDERATION

- A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$224,388 for the period of July 1, 2023 to June 30, 2024.

The sum of \$224,388, payment due on September 30, 2023

OR

1. For the period from the 1st day of July, 2023 to the 30th day of September, 2023, the sum of \$56,097.00, payment due on September 30, 2023;
2. For the period from the 1st day of October, 2023 to the 31st day of December, 2023, the sum of \$56,097.00, payment due on December 31, 2023;
3. For the period from the 1st day of January, 2024 to the 31st day of March, 2024, the sum of \$56,097.00, payment due on March 31, 2024;
4. For the period from the 1st day of April, 2024 to the 30th day of June, 2024, the sum of \$56,097.00, payment due on June 30, 2024.

III. LIABILITY INSURANCE

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

IV. INDEMNIFICATION

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

V. TELEPHONE LINES

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

VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2023 to June 30, 2024 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria

City of Warrenton

By Sean Fitzpatrick, Mayor

By Printed Name, Title

By Scott Spence, City Manager

By Printed Name, Title

APPROVED AS TO FORM

Astoria City Attorney
Blair Henningsgaard

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

AGREEMENT

PUBLIC SAFETY DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2023 by and between the CITY OF WARRENTON, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

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

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

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

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

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

II. CONSIDERATION

- A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$224,388 for the period of July 1, 2023 to June 30, 2024.

The sum of \$224,388, payment due on September 30, 2023

OR

1. For the period from the 1st day of July, 2023 to the 30th day of September, 2023, the sum of \$56,097.00, payment due on September 30, 2023;
2. For the period from the 1st day of October, 2023 to the 31st day of December, 2023, the sum of \$56,097.00, payment due on December 31, 2023;
3. For the period from the 1st day of January, 2024 to the 31st day of March, 2024, the sum of \$56,097.00, payment due on March 31, 2024;
4. For the period from the 1st day of April, 2024 to the 30th day of June, 2024, the sum of \$56,097.00, payment due on June 30, 2024.

III. LIABILITY INSURANCE

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

IV. INDEMNIFICATION

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

V. TELEPHONE LINES

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

VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2023 to June 30, 2024 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria

City of Warrenton

By Sean Fitzpatrick, Mayor

By Printed Name, Title

By Scott Spence, City Manager

By Printed Name, Title

APPROVED AS TO FORM

Astoria City Attorney
Blair Henningsgaard

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Interim Public Works Director
 DATE: March 14th, 2023
 SUBJ: Scoular name change to SDYB, LLC

SUMMARY

The City of Warrenton has received notification of a legal name change for Scoular Company to SDYB Opco, LLC. The City requests approval to move forward with use of this new official name for all future documents and will use Scoular/SDYB in referral to all past documents and agreements.

RECOMMENDATION/SUGGESTED MOTION

"I move to accept to accept the use of the legal name SDYB for all future agreements and documents and use Scoular/SDYB in reference to all past agreements and documents."

ALTERNATIVE

None recommended

FISCAL IMPACT

No known fiscal impact.

Approved by City Manager: _____

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

**ASSIGNMENT OF AND AMENDMENT
TO THE NON-STATUTORY DEVELOPMENT AGREEMENT**

This **AMENDMENT** (“**Assignment Amendment**”), effective on March __, 2023 (the “**Assignment Effective Date**”), is made to the **NON-STATUTORY DEVELOPMENT AGREEMENT** (“**Agreement**”) by and between the **CITY OF WARRENTON**, a municipal corporation of the State of Oregon (the “**City**”), the **PORT OF ASTORIA**, a port district organized under ORS Chapter 777 (the “**Port**”) and **THE SCOULAR COMPANY**, a Nebraska corporation operating in Oregon and duly registered with the Oregon Secretary of State as a foreign business corporation (the “**Developer**”).

Recitals

Whereas, the City, the Port, and the Developer entered into the Agreement effective December 10, 2020 (the “**Agreement Effective Date**”), which was subsequently amended by Non-Statutory Development Agreement Amendment Number One; and

Whereas, subsequent to the Agreement Effective Date, Developer and its operating partners formed SDYB Opco, LLC, a Delaware limited liability company operating in Oregon and duly registered with the Oregon Secretary of State as a foreign business corporation (“**SDYB**”); and

Whereas, SDYB was formed to own, operate, and manage the Facility (as defined by the Agreement); and

Whereas, the Parties desire to assign all of Developer’s rights, interests, responsibilities, and obligations arising under or related to the Agreement to SDYB.

Therefore, the parties agree to the following:

1. The Parties agree to and acknowledge that all of Developer’s rights, interests, responsibilities, and obligations arising under or related to the Agreement shall be assigned to SDYB, effective immediately upon the Assignment Effective Date.
2. The Parties agree to and acknowledge that, as of the Assignment Effective Date, The Scoular Company shall have no rights, interests, responsibilities, and obligations arising under or related to the Agreement.
3. The Agreement shall be amended as follows:

The term “Developer” shall now be defined as: “SDYB Opco, LLC, a Delaware limited liability company operating in Oregon and duly registered with the Oregon Secretary of State as a foreign business corporation.”

4. Except as set forth in this Assignment Amendment, the Agreement, as previously amended, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Assignment Amendment and the Agreement, as previously amended, the terms of this Amendment will prevail.

[Signature Page to Follow]

THE SCOULAR COMPANY

By: _____

Title: _____

Name: _____

Date: _____

SDYB OPCO, LLC

By: _____

Title: _____

Name: _____

Date: _____

CITY OF WARRENTON

By: _____

Title: _____

Name: _____

Date: _____

PORT OF ASTORIA

By: _____

Title: _____

Name: _____

Date: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Interim Public Works Director
 DATE: March 14th, 2023
 SUBJ: Scoular Addendum Agreement update

SUMMARY

The City of Warrenton in agreement with Scoular/SDYB is moving forward with this addendum to the original agreement regarding SDC fees for the Scoular plant project.

RECOMMENDATION/SUGGESTED MOTION

"I move to accept the addendum to the original Scoular/SDYB agreement in acceptance of SDC fees for this project. This will reduce the amount of SDCs for water."

ALTERNATIVE

None recommended

FISCAL IMPACT

The original SDCs were not accurate in consideration of water meter and water usage into the Scoular plant. While this does reduce the amount of SDCs the City of Warrenton will receive, it was not an accurate assessment.

Approved by City Manager: _____

Ethan Meloy

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

NON-STATUTORY DEVELOPMENT AGREEMENT

AMENDMENT NUMBER ONE

Between

The City of Warrenton, Oregon

The Port of Astoria, Oregon

and

The Scoular Company

This Non-Statutory Development Agreement Amendment Number One (the "Amendment") is made and entered into as of the date of last signature below by and between the CITY OF WARRENTON, a municipal corporation of the State of Oregon (the "City"), the PORT OF ASTORIA, a port district organized under ORS Chapter 777 (the "Port") and THE SCOULAR COMPANY, a Nebraska corporation operating in Oregon and duly registered with the Oregon Secretary of State as a foreign business corporation (the "Developer") and amends that certain Non-Statutory Development Agreement executed as of December 10, 2020 (the "Agreement") between the Parties. This Amendment is entered into by the Parties under the same authorities as stated in the Agreement. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

RECITALS

A. WHEREAS, the Parties executed the Agreement to work together in good faith to accommodate the proposed Facility; and

B. WHEREAS, as of the date hereof, the Parties recognize that Developer has not paid Two Hundred and Forty-Six Thousand, Five Hundred and Fifty-Five Dollars (\$246,555.00) in wastewater SDCs (based on 200 EDUs) as required by Section 1.B. of the Agreement, and such amounts remain due and owing; and

C. WHEREAS, upon further review, the Parties have determined that, while 200 EDUs remains an appropriate amount for wastewater (sewer) SDCs, 200 EDUs is not an appropriate amount for potable water SDCs, and the Parties mutually understand, agree, and recognize the prior agreement of 200 EDUs for water SDCs should be reduced to 8 EDUs based on the two-inch water meter install, totaling Eleven Thousand, Two Hundred and Eighty-Five Dollars (\$11,285); and

D. WHEREAS, the Parties recognize and agree that Developer has paid the dollar sum stated in Recital C as of the date hereof; and

E. WHEREAS, the Parties mutually desire to amend the Agreement to reflect these changes, as provided herein.

NOW, THEREFORE, the City, Port and Developer agree as follows:

1. Section 1.B. of the Agreement is hereby deleted in its entirety and replaced with the following:

SDCs. Developer agrees to pay System Development Charges (SDCs) for Water equivalent to eight (8) EDUs and Sewer SDCs equivalent to 200 EDUs. The Sewer SDC fee will be increased in the event that either the quantity of wastewater exceeds any of the volumetric standards provided in Table 1, above, or the quality of water raises above any of the qualitative standards provided in Table 1. The fee increase will be based on the equivalent EDU associated with the increased quantity or quality. The Water SDC fee will be increased in the event a larger water meter is installed at any point in the future and will be based on the difference between the then-current SDC fee for the new meter size and the amounts already paid.

2. All other terms of the Agreement shall remain in full force and effect.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

THE SCOULAR COMPANY,
a Nebraska corporation

By: _____

Printed Name: _____

Title: _____

CITY OF WARRENTON, OREGON

By: _____

Printed Name: _____

Title: _____

PORT OF ASTORIA, OREGON

By: _____

Printed Name: _____

Title: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Esther Moberg, City manager
DATE: March 14, 2023
SUBJ: Fees for Concession Stands

SUMMARY

The City of Warrenton is updating and creating concession agreements across the City of Warrenton. In review of what is appropriate to assess the following fees are being approved. These are annual fees that are within the calendar year only (expire December 31st of each year). These fees in no way cover the true cost of maintaining Concession stands, fields, asphalt, and other areas that concession stands may be held on. They are simply setting a minimum standard of what the City should be assessing for any non-profit.

The attached Resolution proposes an annual \$100 application fee, and an additional rate fee of any gross profits or sales over \$2,500 collected by the concession while doing business during that time period within the City of Warrenton, an additional 5% over the amount of \$2,500 be paid to the City of Warrenton.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title only, of Resolution No. 2642; adopting and setting fees for all concession stands on City property."

ALTERNATIVE

None recommended

FISCAL IMPACT

Minimal amount collected to offset staff time and slight payment toward utilities and maintenance of City property used for concession stands.

Approved by City Manager: Esther McCreary

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

RESOLUTION NO. 2642

Introduced by: All Commissioners

**ADOPTING AND SETTING FEES FOR ALL CONCESSION STANDS
OPERATING ON CITY PROPERTY**

WHEREAS, the City of Warrenton allows businesses and non-profits to run concession stands at certain times within the City of Warrenton and is also looking at ways to keep up with the infrastructure costs that support these endeavors; and

WHEREAS, the City of Warrenton Municipal Code allows for concession stands within certain times and places within the City of Warrenton; and

WHEREAS, the City of Warrenton wishes to establish minimal fees for all concession stands operating on city property;

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

Section 1. The Warrenton City Commission hereby establishes and sets fees for all Concession Stands operating on city property and city parks.

Section 2. A **One Hundred dollar (\$100.00)** annual flat rate will be assessed for each concession stand.

Section 3. Any gross profits or sales over **\$2,500** annually will trigger a **5% fee**, payable at calendar year end.

Section 4. Additional fees for utilities will be assessed on a case-by-case basis.

Section 4. This resolution will take effect on April 1, 2023.

First Reading: March 14, 2023

Second Reading: March 28, 2023

ADOPTED by the City Commission of the City of Warrenton, Oregon, this ___ day of _____, 2023.

APPROVED

ATTEST

Henry A. Balensifer, III, Mayor

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Esther Moberg, City Manager
 DATE: March 14, 2023
 SUBJ: City Commission Goals for 2023-2025

SUMMARY

The Warrenton City Commission held its annual retreat and goal setting meeting on March 7th, 2023. In that meeting, the Commission discussed moving to bi-annual goal setting. The attached goals and priorities were discussed. It is the Commission's desire to adopt bi-annual goals to provide focus for the projects and tasks that the Commission and City Staff will work over the next two years. The goals and objectives discussion occur in partnership with the preparation and adoption of the City's annual budget.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt the City Commission Goals for 2023-2025 as drafted by the City Commission at the March 7th annual Commission goal setting retreat, and as attached."

ALTERNATIVE

None recommended.

FISCAL IMPACT

The adopted goals are considered and, where appropriate, incorporated into the annual budget process.

Approved by City Manager: _____

City Commission Goal Setting March 7th, 2023

Esther Moberg, City Manager

Rough Draft Goals:

1. Code Review/Enforcement
2. Support Staffing Development
3. Develop & Implement Marina Infrastructure & Growth
4. Evaluate & Develop a plan for best use of public properties and facilities
5. Get the Word out better

Proposed Goals Wording:

1. Supporting Enforcement and Review of City Code
2. Ongoing Support of Staff and their work within the City
3. Development and Implementation of Strategic Marina Infrastructure and Growth
4. Evaluation and Strategic Development of Public Properties and Facilities
5. Open Communication and Community Input

Recap of the Goals Session:

1. Supporting Enforcement and Review of City Code
 - b. Staff Roles: The Commission wants to see more work done as our City grows and development changes. This includes City code reviews, enforcement of our codes (including nuisances) and exploring the best options for moving forward within our city departments for a new City Code Enforcement staff.
 - i. Commission's Roles: The Commission's role will be to support and approve staff moving forward with best practices regarding updating and reviewing city code, reviewing options for a new staff position of Code Enforcement Officer (whether under police or building & planning), and communicating to the community how the city is working to bring forward better practices as we serve our community in livability, building, and growth.
2. Ongoing Support of Staff and their work within the City
 - a. Staff Roles: The Commission sees the City's highest and best asset as the staff we hire, train, and retain. It is the goal of the Commission to support best efforts by staff of seeking revenue, rates, policies, and training, which provide optimal support of staff. Eventually a shared goal of the City and Commission is to have dedicated human resources staff. The City Commission wants to see City-wide goals for best practices that validate staff and the roles they serve.
 - i. The Commission's role will be to continue to champion and approve policies that set best practices for hiring, retention, and training of city staff. The Commission will also make sure that the work of our city staff is highlighted in their conversations with their stakeholders. The Commission will work

with the City Manager to find opportunities for revenue and growth that will facilitate best practices and living wages for staff.

3. Development and Implementation of Strategic Marina Infrastructure and Growth
 - a. Staff Roles: The Commission sees the aging infrastructure (docks, gangways, parking areas) of the two City owned Marinas as a critical area of our city. With the right planning by staff, the Commission sees the potential of our Marina areas as significant attraction for our city both for community and visitors. The Mayor (and city Commission) would also like to see planning and assessment done by staff for the Hammond Marina area for infrastructure rejuvenation of areas including park, parking lots, memorial area, camping spaces, and future Pier areas. The Commission would like staff to move forward with getting an independent assessment and review of main infrastructure based on replacement versus repairs of docks (ranked by priority) of the two marinas followed by staff updating a strategic plan to work on our Marina areas. This is a new focus on overview by staff to bring our Marinas up to new standards both in the short term and long term.
 - i. The Commission's role will be to support and champion the endeavors of staff to take on new challenges and set realistic expectations and goals for achieving renovation and updating of the Marinas infrastructure, recognizing that this will be a marathon, not a sprint, to get to this goal but that milestones should be achieved each year on our way to achievement of the goal.
4. Evaluation and Strategic Development of Public Properties and Facilities
 - a. Staff Roles: The City is currently assessing properties that are owned by the City including parcels of land not in use, long term planning for future use, Facilities upgrades, possible purchase of a City Library Building, and assessment of a renovation of the existing City Hall and/or development of other City Properties. City staff is also reevaluating its current landlord/tenant leases and looking more at doing due diligence to make sure the City has plans for the long term maintenance and support of all owned properties.
 - i. The Commission's role will be to set new policies regarding lease limits, reasonable market value of leases, assessing whether certain properties should be sold and new ones acquired, and facilitation of renovations or expansions should the Commission deem them to be feasible. The City will also review the overall goals of the City in wetland credit banks and best practices for use of the City owned properties and lands.
5. Open Communication and Community Input
 - a. Staff Roles: Sharing City Successes, projects, and challenges regarding revenues are something the Commission would like to see shared more publicly by staff. The Commission would also like staff to make sure open communication and regular opportunities for the community to share in our City process is done regularly and at the start of any significant community projects.
 - i. The Commission's role will be to make sure they regularly schedule listening opportunities with the public. They may want to have specific topics in community listening or town hall sessions in which they make sure they are aligned with what the community also wants in our city.