



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

October 24, 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 – 10.10.23
- B. Public Works Quarterly Update
- C. Police Department Monthly Report – September 2023
- D. Parks Advisory Board Meeting Minutes – 8.14.23
- E. Parks Advisory Board Meeting Minutes – 8.29.23

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. Consideration of Street Vacation Petition No. 159; Resolution Setting Public Hearing Date

B. Consideration of Ordinance No. 1268; Urban Renewal Plan Substantial Amendment Legal Description Correction – Second Reading

C. Consideration of Youngs Bay Plaza Easements (2)

D. Consideration of Safe Routes to School Phase I Contract Award; Jesse Rodriguez Construction, LLC.

E. Consideration of Public Works Tractor/Mower Procurement

F. Consideration of VFW Community Thanksgiving Dinner Fee Waiver Request

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
 October 10, 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. and led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Esther Moberg, City Attorney Josh Soper, Police Chief Mathew Workman, Public Works Director Greg Shafer, Public Works Operations Manager Jim McCarthy, Finance Director April Clark, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 9.26.23
- B. Monthly Finance Report – August 2023
- C. Community Library Board Meeting Minutes – 6.14.23
- D. Community Center Annual Report – 2022-2023

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

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

COMMISSIONER REPORTS

Mayor Balensifer noted the “hullabaloo” on social media regarding the Elk Collaborative. He stated it does not affect Warrenton since landowner preference tags are not part of the elk collaborative. Commissioner Baldwin confirmed.

PUBLIC COMMENT

Tony Faletti discussed the pass from Recology, and that it was only for 9 months. Mayor Balensifer asked that staff look into the length of the Recology pass.

PUBLIC HEARINGS - None

BUSINESS ITEMS

Finance Director April Clark discussed an agreement to extend the Low Income Housing Water Assistance with Clatsop County Community Action. She stated the original agreement with the

program went until September 30th . The extension would allow the agreement to go until March 31st 2024.

Commissioner Mitchell made the motion to authorize the Mayor’s signature on the Agreement to Extend Low-Income Household Water Assistance (LIHWA) Program. Motion was seconded and passed unanimously.

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

City Recorder Dawne Shaw stated that the county assessor’s office has found that the legal description that outlines the Urban Renewal Boundaries is not accurate. She explained the history of the revisions and noted Ordinance No. 1268 will amend the legal description and is presented for its first reading. Mayor Balensifer asked Ms. Shaw if the city has been receiving funds from properties that weren’t in the Urban Renewal Tax District. Ms. Shaw stated they did not capture a small section of Urban Renewal district boundaries and the tax difference is minimal. Discussion continued on the possibility of collecting funds.

Commissioner Dyer made the motion to conduct the first reading, by title only, of Ordinance No. 1268. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1268; an Ordinance Amending the Legal Description of Ordinance No. 1230; an Ordinance Making Certain Determinations and Findings Relating to and Approving the Warrenton Urban Renewal Plan Amendment, and Repealing Ordinance No. 1237.

Public Works Director Greg Shafer discussed the contract for the SW 9th and Main intersection project. Mr. Shafer explained the bids received and noted Big River was the lowest responsive bidder. Mayor Balensifer noted a constituents request to update Google to not route people through 9th; there was consensus to submit a request to Google.

Commissioner Baldwin made the motion to approve the award of the SW 9th and Main Ave intersection project to Big River Construction, Inc., in the amount of \$207,951.28 and including a 10% contingency, provided the bid is not protested. Motion was seconded and passed unanimously.

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

Mr. Shafer discussed the contract for the E. Harbor and Heron Force Main Replacement project. Mr. Shafer noted the contract in the agenda packet is not the correct one; stating there is no content change, just format. Mr. Shafer noted the amounts of the other two received bids.

Commissioner Dyer made the motion to approve the award of the E. Harbor and Heron Force Main Replacement project to Advanced Excavation, Inc., in the amount of \$84,420.00 and a 10% contingency, provided no bid protests. Motion was seconded and passed unanimously.

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

Mr. Shafer discussed the condition of the Public Works office building roof. Commissioner Baldwin asked when the project is proposed to start; Mr. Shafer stated once the rainy season is over. Mayor Balensifer asked City Manager Moberg if the public works building will be part of the facilities plan. Ms. Moberg stated that it is not part of the facilities plan but there is a lot that may be considered for Public Works relocation in the future.

Commissioner Dyer made the motion to approve advertising the request for bids for the Warrenton Public Works Roof replacement Project. Motion was seconded and passed unanimously.

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

Ms. Moberg requested to extend the Fowler lease at the Hammond Marina. Commissioner Baldwin noted he appreciates the Fowler’s engagement at the meetings and Mornings with the Mayor; Mayor Balensifer echoed his appreciation.

Commissioner Baldwin made the motion to approve the addendum to the Fowler’s lease at the Hammond Marina until such time as further action is taken at the leased area. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS - None

GOOD OF THE ORDER – None

At 6:16 p.m. Mayor Balensifer announced the Commission will now meet in executive session under authority of ORS 192.660(2)(h); *to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed*; and ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to conduct real property transactions*; and ORS 192.660(2)(e); *to consider the employment of a public officer, employee, staff member or individual agent*.

There being no further business, Mayor Balensifer adjourned the meeting at 6:38 p.m.

Respectfully prepared and submitted by Hanna Bentley, Deputy City Recorder.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: October 24, 2023
SUBJ: Public Works Quarterly Update

SUMMARY

Public Works continued to make progress in our organization/staffing, projects, and maintenance programs, as follows:

Staffing/Training Updates:

- Chase Bjerke – hired as Utility Worker I
- Joe Church – hired as Refuse Collector I
- Brian Crouter – promoted to Project Coordinator
- Robbie Campbell – promoted to Equipment Mechanic

Project Updates:

- Safe Routes to School (SRTS)/SW 9th & Main to SW 10th: successfully bid and awarded.
- SW 9th & Main Intersection: successfully bid and awarded.
- Hammond Transmission Waterline: survey, environmental and design work has begun.
- Raw Waterline Replacement Project: survey, environmental and design work has begun.
- E Harbor Dr to Downtown Waterline Upsize – continued design
- Pavement Management: successfully bid and awarded both overlay and crack-fill contracts.

- Tide-gate #9: grant funding was restored and RFQ was re-scoped for design services (this RFQ was previously approved by the Commission).
- Provided project, engineering, and inspection services for a multitude of Developments.

Maintenance Updates:

General maintenance, repair, servicing, engineering support on:

- Pump stations, generators, water meters, storm and sanitary sewer lines, culverts, ditches, tide-gates, Parks, potholes, WWTP blowers, WTP tank repair, sanitation routes, mowing, brushing, and street sweeping.
- Initiated partnership with ODOT on the SE Dolphin Ave culvert repair/replacement.



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: October 16, 2023
 RE: September 2023 Stats Report

Upcoming Dates:

- 10/25 911 Subscriber Board
- 10/26 WPD CPR recertifications
- 11/06 CERT Meeting
- 11/06 CCC CJ Advisory Board Meeting
- 11/07 to 11/09 Sgt. Pierce at OACP Small Agency Conference

Highlights Since the Last Report:

- 09/27 to 09/28 Chief Workman & Sgt. Pierce attended the OACP Fall Conference at DPSST.
- 10/02 Chief Workman & Ofc. Trujillo visited the Anchor Christian Academy pre-school class.
- 10/04 Sgt. Pierce, Ofc. Berndt, Ofc. Hollaway, & Ofc. McCoy participated in Coffee/Hot Chocolate with a Cop at Anchor Christian Academy with other agencies.
- 10/09 Chief Workman participated virtually in a memorial ceremony for a Hastings Nebraska officer who was killed in the line of duty 30-years ago.
- 10/11 Sgt. Pierce & Ofc. Wirt helped with three WGS 2nd grade classes who toured the Police and Fire Departments.
- 10/13 Ofc. Crosby graduated from the Basic Police Academy
- 10/19 Officers will be doing a Trauma-Informed training at the Sheriff's Office.
- 10/21 Warrenton Fall Festival

Traffic Statistic Highlights:

- Two (2) DUII Arrests (2-Alcohol, 0-Drugs)
- Eight (8) Driving While Suspended Citations/Arrests
- One (1) Reckless/Careless Driving Arrest/Citation
- Two (2) Speeding Citations
- Twelve (12) Insurance Citations
- One (1) Interlock Device Citation
- Four (4) Driver's License Citations
- One (1) Registration Citation
- Ninety-Five (95) other Citations and Warnings
- Twenty-Five (25) Accident Investigations



Overall Statistics:

September Statistics (% changes are compared to 2023)							
Category	2023	2022	% Chg	2021	% Chg	2020	% Chg
Calls for Service	768	727	6%	695	11%	727	6%
Incident Reports	238	228	4%	188	27%	212	12%
Arrests/Citations	107	174	-39%	149	-28%	154	-31%
Traffic Stops/ Events	157	159	-1%	106	48%	186	-16%
DUII's	2	5	-60%	2	0%	2	0%
Traffic Accidents	25	9	178%	7	257%	21	19%
Property Crimes	132	104	27%	110	20%	104	27%
Person Crimes	74	85	-13%	88	-16%	86	-14%
Drug/Narcotics Calls	5	5	0%	2	150%	4	25%
Animal Calls	42	31	35%	25	68%	25	68%
Officer O.T.	197.8	125.3	58%	152	30%	104.4	89%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	717	629	656	724	826	771	853	959	768
Incident Reports	194	182	212	190	211	206	193	232	238
Arrests/Citations	103	122	119	85	127	87	116	156	107
Traffic Stops/ Events	218	208	144	161	258	144	216	285	157
DUII's	3	1	1	2	1	2	1	5	2
Traffic Accidents	25	10	14	20	12	10	16	17	25
Property Crimes	69	94	87	77	91	117	91	102	132
Person Crimes	64	57	61	62	74	60	81	81	74
Drug/Narcotics Calls	5	1	3	5	2	9	9	5	5
Animal Calls	19	22	26	22	30	40	37	36	42
Officer O.T.	144.25	181.5	116.75	63.5	84.25	94	85.25	156.75	197.75
Reserve Hours	0	0	0	0	0	0	0	0	0

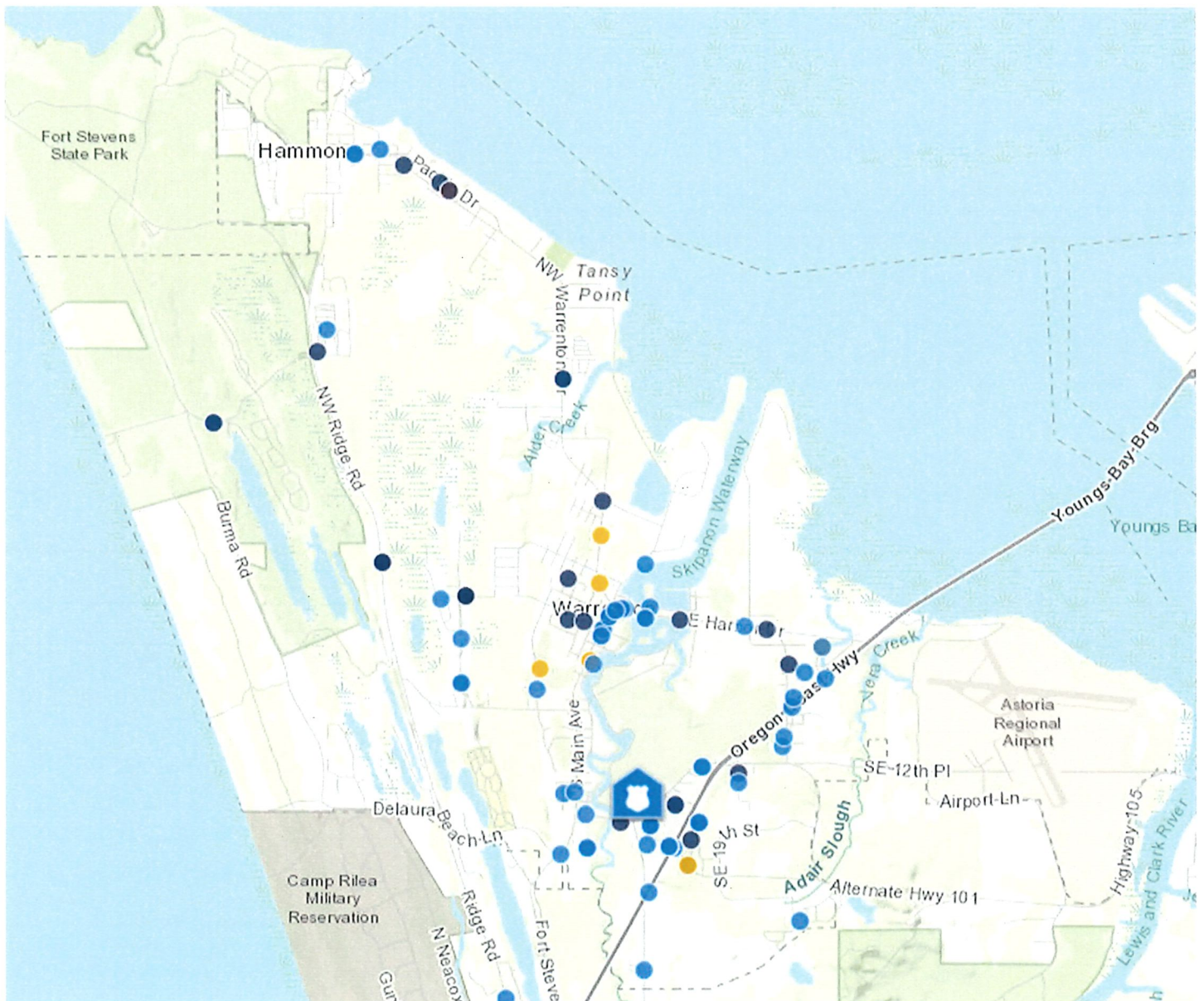
Oct	Nov	Dec	2023 YTD	2023 Estimate	2022	2023 v 2022	2021	2023 v. 2021	2020	2023 v. 2020
			6903	9204	8050	14%	8669	6%	7955	16%
			1858	2477	2484	0%	3160	-22%	2447	1%
			1022	1363	1602	-15%	2020	-33%	1891	-28%
			1791	2388	1848	29%	2088	14%	1594	50%
			18	24	34	-29%	30	-20%	27	-11%
			149	199	168	18%	182	9%	229	-13%
			860	1147	1204	-5%	1267	-9%	1192	-4%
			614	819	811	1%	1013	-19%	830	-1%
			44	59	40	47%	36	63%	65	-10%
			274	365	273	34%	253	44%	207	76%
			1124	1499	2212.8	-32%	1503.1	0%	2075.4	-28%
			0	0	0	0%	0	0%	12.5	-100%

Homeless Incidents	2023	2022	2021	2020
Code 40 (Normal)	50	30	26	14
Code 41 (Aggressive)	2	5	1	1

Elk Incidents	2023	2022	2021
Interaction:	2	4	1
Traffic Accidents:	2	4	0
Traffic Complaints:	2	0	0
Total:	6	8	1

The following is a graphic representation of statistics for **September 2023** using our **CityProtect** membership (formerly [CrimeReports.com](https://www.cityprotect.com)). The "Dots" represent a location of a call and if you zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website (www.cityprotect.com), you can zoom in on each incident for more details.

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



MINUTES
Warrenton Parks Advisory
Board August 14, 2023
Warrenton City Hall – Commission Chambers
225 South Main Avenue, Warrenton, OR 97146

1. **CALL TO ORDER**

Parks Board Members Present: Chairperson Bert Little, Carol Snell, Ron Dyer, Brooke Terry

Parks Board Members Absent: Anya Schaueremann, Sara May Long, Sammi Beechan

City Staff Present: Esther Moberg, City Manager; Greg Shafer, Public Works Director; Jessica McLean, Public Works Analyst; Paige Stump, Public Works Executive Secretary

2. **Pledge of Allegiance**

3. **Consent Calendar**

- a. **Review Minutes of June 12, 2023, Meeting** – In the presence of a quorum of four members of the Parks Advisory Board, Ron Dyer made the motion to approve the minutes of the June 12, 2023, meeting. Carol Snell seconded the motion. All board members were in favor. Motion Passed.

4. **Reports**

- a. **Warrenton Kids, Inc.** – Debbie Little was not in attendance. Bert Little reported that Warrenton Kids, Inc. will begin scheduling football in the coming weeks.
- b. **Public Works Operations** – Greg Shafer, Public Works Director, began by expressing gratitude for the volunteers who help with mowing at Quincy Robinson Park and the caretakers at Carruthers Dog Park. He reported that the previous caretaker at Carruthers Dog Park left recently and there has been an interim volunteer helping with restroom cleaning and dog station maintenance.
- i. **Public events:** Public Works tracks upcoming events. Event support needs for upcoming events are discussed during Monday department meetings. Standard support activities include restroom maintenance and stocking, garbage service, and barricade placement. Post event evaluation includes staff self-evaluation, site evaluation and outside feedback.
- ii. **Vandalism at Quincy Robinson restrooms** increased heavily after school ended for the summer and continued to be heavy for about a month. It has since trended in a downward direction. Incidents this summer included graffiti, plugged toilets, smeared feces, and broken sink pipes.
- iii. **Bark chips at Quincy Robinson Park** are getting thin. The hope is that areas can be spot filled until after the rainy season. In the Spring, Public Works will lay down a

- new layer of bark chips.
- iv. Carruthers Dog Park caretaker: Several caretakers have applied in the last couple of weeks. Public Works will interview and place in the coming weeks. Bert Little asked about the possibility of adding a seasonal caretaker at Quincy Robinson Park to deter vandalism. Greg Shafer informed the Board that Public Works is looking at improving the camera system for increased security. If the Board and Staff believe a caretaker is appropriate, Public Works can evaluate that. Ron Dyer agreed that this would be a good addition.
 - v. Ron Dyer informed the Board that he had trimmed limbs off trees around Field 4. He would like to finish off this work at Field 3 before the winter. He requested that Public Works use a brush cutter as far back along the perimeter of Field 3 and Field 4 as possible.

5. Business Items

- a. **BMX Bike Track – Erik Luysterborghs** – Bert Little spoke to Erik Luysterborghs, and he is still interested in working with the City on this. Bert Little will submit the Board recommendation to the City Recorder following this meeting.

6. Discussion Items

- a. **Cornhole Tournament Progress** – Brook Terry provided an update. They are hoping to get more teams to sign up as the event is currently only half full. Sara has the raffle prizes. Sponsors will bring branded giveaways. Brook will pick up the beer keg donated by Buoy Beer. The radio station will be there playing music and making announcements. The event runs from 12 p.m. to 4 p.m. Ron Dyer shared that they have orange fencing for the beer garden. Ron Dyer asked Greg Shafer if it would be possible for Public Works to scrape grass or weed eat inside the tennis courts before Saturday. Greg Shafer agreed to assign this work. Bert Little raised the issue of repaving the tennis court. Brook Terry shared that she intends to have a suggestion box at the event where citizens can share what they'd like to see done with the money raised and repaving the tennis courts for pickleball may be suggested.
- b. **Warrenton High School Trail Signs** – Bert Little reached out to the teacher at Warrenton High School but was unable to get ahold of him. His understanding is that there are several signs that have been developed but he is unsure which has been chosen. He will stop by the High School in the next couple of weeks to speak with the teacher in-person. He asked if the City has a template they'd like to use. Esther Moberg suggested that the Board consider working with Spruce-Up Warrenton on this. Bert Little agreed. Esther Moberg reiterated that staff is looking for a template or design before trailhead signs are created. She suggested looking at existing sign designs.
- c. **WIKI Field Update – Pitching Mound and Infield, Field 2** – Ron Dyer is working with Adam Nearing to get the forms up for the bullpen. A concrete contractor will then pour the concrete. He believes this work will be done shortly. In Field 2, they will be putting turf on the bases, the plate, and the mound. They are waiting for the bullpen work to be completed. They hope to be done with this work by the end of September.

- d. **Community Garden Relocation Proposal** – A subcommittee was formed consisting of Bert Little and Ron Dyer. They worked with the School Board on approval and a contract was drafted and presented to the City. The recommendation drafted by the Subcommittee was distributed to the Board and read aloud by Bert Little. Bert Little solicited comments. Ron Dyer asked about the agreement submitted to the City. Esther Moberg explained that the City’s legal team incorporated the agreement into an intergovernmental agreement. The terms of the agreement are \$20 for the total 20 years. This topic is on the docket for the next City Commission meeting. The School District has not yet voted on this agreement. However, as this agreement is based on the language in the original agreement, she does not anticipate any objection from the School District. Public Works will not move forward with the water meter until the agreement is in place. The Community Garden must be out of its current location no later than November. September would be the preferred time for the move. Bert Little made the motion to approve the recommendation. All four board members present were in favor, zero members were opposed, zero members abstained.
- e. **Adopt-A-Park** – Ron Dyer shared that they were hoping to get sponsorships for park adoption. Esther Moberg suggested that existing signs be audited. Existing sponsors could be contacted to discuss renewed sponsorship. Some signs could potentially be removed. She further suggested that a parks sponsorship policy be developed.
- f. **Field 4 to Grade School Trail** – Ron Dyer would like to coordinate between the School District and the City to create a trail from the Grade School to Quincy Robinson Park. He would like to be able to use this trail to hold cross-country events. Esther Moberg suggested the next step on this would be a preliminary meeting with the Public Works Director, Greg Shafer, and a representative from the Grade School to walk through the area. Carol Snell raised the question as to who owns the land the trail would pass through. This will need to be determined.
- g. **Additional Dog Bag Stations** – Ron Dyer shared that this was discussed during the Mayor’s Coffee. He suggested that dog bag stations could be added at every trail intersection and perhaps half way through each trail. Esther Moberg shared that this had been discussed under the previous Interim Public Works Director and that it was decided that it was not feasible to add stations mid-trail. The Parks Advisory Board was solicited for recommendations on specific intersections. If the Board has specific intersection locations, send these to Greg Shafer and staff will determine feasibility. Carol Snell asked if a station would be needed at the Community Park. All present agreed that there should be one there.

Additional Business Brought Before the Board

There was no further business brought before the Board.

7. ADJOURNMENT

There being no further business, Chairperson Bert Little adjourned the meeting at 4:52 p.m. The next regular meeting is scheduled for October 9, 2023, at 4:00 p.m.

Approved

Bert Little

Bert Little, Parks Advisory Board Chair

Attest

Paige Stump

Paige Stump, Public Works Executive Secretary

MINUTES
Warrenton Parks Advisory Board
Special Meeting: August 29, 2023
Warrenton City Hall – Commission Chambers
225 South Main Avenue, Warrenton, OR 97146

1. **CALL TO ORDER**

Parks Board Members Present: Chairperson Bert Little, Carol Snell, Ron Dyer, Brooke Terry, Sammi Beechan, Sara May Long

Parks Board Members Absent: Anya Schaueremann

City Staff Present: Esther Moberg, City Manager; Greg Shafer, Public Works Director; Jim McCarthy, Public Works Operations Manager; Laura Dow, PW Office Assistant; Paige Stump, Public Works Executive Secretary

2. **Pledge of Allegiance**

3. **Business Items**

- a. **Consideration of Committee Recommendation for Gold Star Memorial** – Bert Little introduced Gordon Treber, Astoria Resident, Gold Star Parent. Gordon Treber was asked by the Bend Heros Foundation and the National Garden Club to select a location for a Gold Star Memorial marker. He was unable to find a suitable location in Astoria. He believes that Warrenton Memorial/Flag Park would be an ideal location for this memorial. Bert Little reminded participants that the original purpose of the park was to house memorials and that Warrenton has a strong military history. Bert Little read the proposed Board Recommendation to the assembly. Carol Snell asked if there was anything that would prevent grant money from being used for this purpose. Bert Little said there would be nothing to prevent this. Brooke Terry asked if the proposed location of the marker had been measured to ensure it would fit. Bert Little confirmed that it would fit. Sammi Beechan asked if the proposed September 24th dedicate date was attainable. It was agreed that this is an aspirational date due to permit, cement, and weather considerations. Bert Little made a motion to approve the recommendation. All six (6) board members voted aye, zero members were opposed, zero members abstained. The motion was carried.
- b. **Warrenton Parks Nonprofit** – Brooke Terry explained that the primary purpose of the nonprofit organization is to request grants and accept tax deductible donations in order to accomplish new and existing park and trail related goals. The nonprofit would also align itself with Fort Stevens and other nonprofit organizations. Goals would align with the Parks Master Plan and community feedback would be solicited. They are requesting the blessing of the Parks Advisory Board and the City Commission. Esther Moberg clarified that the nonprofit would not be a subsidiary of the Parks Advisory Board or tied to the City. The nonprofit will have its own bylaws, mission statement, and governing board and will apply for 501(c)(3) status. Bert Little expressed his support for this.

Several members of the nonprofit introduced themselves: Judy Stich, Laura Dow, and Ken Standing. All three are lifelong members of the community, are raising their children in the community, and are interested in supporting and improving local parks and trails. Sara Long shared that this idea started from a desire to create a group that could access grants and donations and work closely with the City to help the parks. Ron Dyer asked if this nonprofit would infringe on the space already occupied by Spruce Up Warrenton or other existing groups. Brook Terry shared that she has been in contact with Spruce Up Warrenton, and they have begun to outline how the two groups can complement each other. She plans to attend Spruce Up Warrenton meetings and hopes to create a network of local nonprofit organizations. Sara Long shared that Kids Inc. is another group the nonprofit will work closely with.

Sammi Beechan asked several questions:

- i. Who is the “we” described in request for support and recommendation document? Brook Terry responded that the official name is to be determined, as the nonprofit does not exist yet.
- ii. Is the exception that there will be liaisons or members who serve on both the Parks Advisory Board and the nonprofit? Brook Terry responded that she would serve on both. A lot of the work they hope to do would require PAB or City approval and so they will collaborate closely with both. Sara Long expressed that too much overlap could result in undesirable conflicts of interest.
 1. Will there be language in the nonprofit’s bylaws requiring attendance at Parks Advisory Board meetings or that members serve on both? Brook Terry responded that they do not currently plan to include this in their bylaws.
- iii. What is the key benefit with relation to funding? Esther Moberg shared the cornhole tournament as an example. The Parks Advisory Board was unable to hold cash or set up a square account. Additionally, donations to the Parks Advisory Board go to the General Fund rather than to Parks. Donations to a nonprofit could be explicitly collected and used for parks. It is a less onerous process for a nonprofit to apply for grants. The nonprofit would allow for increased transparency about how donation money is being spent.

Bert Little made a motion to approve the recommendation of support. Ron Dyer seconded the motion. All six (6) board members voted aye, zero members were opposed, zero members abstained. The motion was carried.

7. ADJOURNMENT

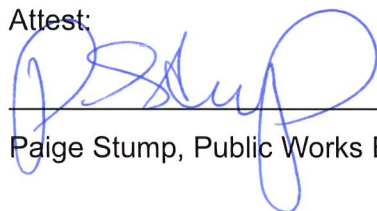
There being no further business, Chairperson Bert Little adjourned the meeting at 4:45 p.m. The next regular meeting is scheduled for October 9, 2023, at 4:00 p.m.

Approved:



Bert Little, Parks Advisory Board Chair

Attest:



Paige Stump, Public Works Executive Secretary



City of Warrenton

Planning Department

225 S Main Avenue ■ P.O. Box 250 ■ Warrenton, OR 97146

Phone: 503.861.0920 Fax: 503.861.2351

Staff Review

TO: Warrenton City Commission
 FROM: Jay Blake, Planning Director *Jay Blake*
 DATE: October 24, 2023
 SUBJ: Proposed Street Vacation in Section 27 of the City of Warrenton
 Applicant Ken Yuill

The applicant has submitted the deposit for a street vacation application for an unnamed right-of-way in the Chelsea Subdivision of Tract 3, Section 27. The applicant owns most of the land on either side of the proposed vacation and will combine it with his existing tracts.

The City Commission is requested to set a public hearing for the request for Tuesday, November 14, 2023 at 6:00 pm.

FISCAL IMPACT

None.

Approved by City Manager: *Esther McKey*

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



October 3, 2023

A Property Description for a portion of an Unnamed Street bounding the southerly limits of the Subdivision of Tract 3 Chelsea, Book 01, Page 13, Maps of the Clatsop County Clerk, contained entirely in the NW 1/4 of Sec. 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, County of Clatsop, State of Oregon.

To Wit: That portion of said Unnamed Street which is westerly of the southerly projection of the easterly line of Lot 11, Block 2 of said Tract 3 Chelsea as recorded in PLA Deed No. 202108571, and as shown on Clatsop County Survey No. 13890, Records of the Clatsop County Clerk.

Property Line Adjustment Survey

NW 1/4 SEC. 27, T8N, R10W, W.M.
CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON
MAY 3, 2023

CLATSOP COUNTY SURVEYOR
RECVD: 5/04/23
FILED: 07/21/23 5:50
ASTORIA, OREGON

CLIENT:
KENNETH YUILL
WARRENTON, ORE. 97146-9522

SURVEYOR:
MAGYAR
POB 1309
ASTORIA, ORE. 97103

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
PLS 90788

EXPIRES: DEC. 31, 2024

MONUMENT NOTES

FOUND AND HELD 5/8 IN. RB W/YPC "WRG DESIGN"
MARKING THE SE CORNER OF SUBD OF TR. 3 CHELSEA; SEE
1-12154; TOP FLUSH W/GROUND.

FOUND AND HELD 5/8 IN. RB W/YPC "HLB INC."
MARKING THE SOUTH LINE OF SUBD. TRACT 3 CHELSEA; SEE
1-9762; TOP 1 IN. BELOW GROUND.

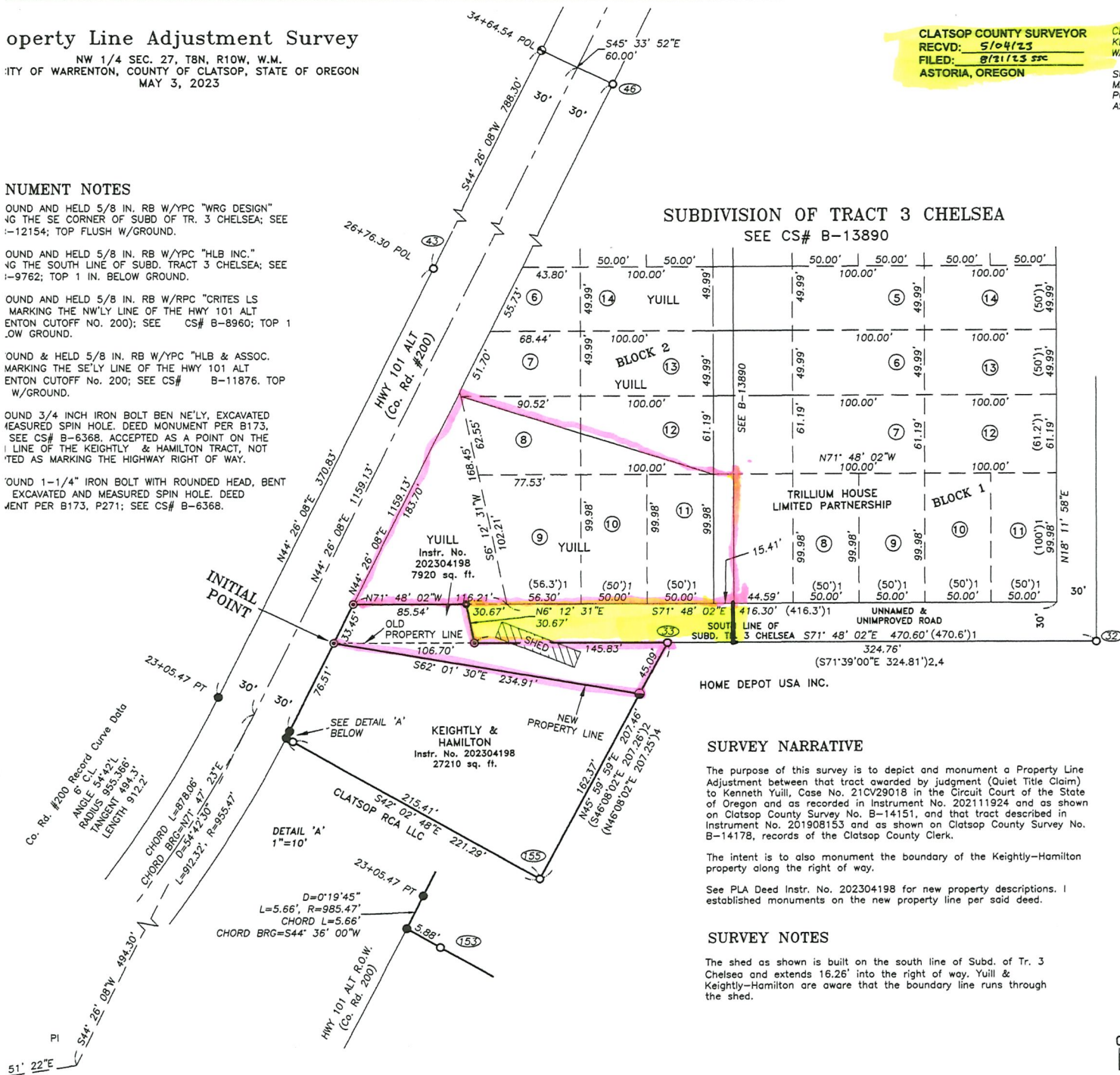
FOUND AND HELD 5/8 IN. RB W/RPC "CRITES LS"
MARKING THE NW'LY LINE OF THE HWY 101 ALT
ENTON CUTOFF NO. 200; SEE CS# B-8960; TOP 1
IN. BELOW GROUND.

FOUND & HELD 5/8 IN. RB W/YPC "HLB & ASSOC."
MARKING THE SE'LY LINE OF THE HWY 101 ALT
ENTON CUTOFF No. 200; SEE CS# B-11876. TOP
1 IN. BELOW GROUND.

FOUND 3/4 INCH IRON BOLT BEN NE'LY, EXCAVATED
AND MEASURED SPIN HOLE. DEED MONUMENT PER B173,
SEE CS# B-6368, ACCEPTED AS A POINT ON THE
SOUTH LINE OF THE KEIGHTLY & HAMILTON TRACT, NOT
USED AS MARKING THE HIGHWAY RIGHT OF WAY.

FOUND 1-1/4" IRON BOLT WITH ROUNDED HEAD, BENT
AND EXCAVATED AND MEASURED SPIN HOLE. DEED
MONUMENT PER B173, P271; SEE CS# B-6368.

SUBDIVISION OF TRACT 3 CHELSEA
SEE CS# B-13890



LEGEND

- FOUND 5/8 IN. REBAR W/PINK PLASTIC CAP STAMPED "MAGYAR"; SEE CS# B-14151
- FOUND 5/8 IN. REBAR W/BLUE PLASTIC CAP STAMPED "MAGYAR PLS90788"; SEE CS# B-13890
- FOUND MONUMENT AS NOTED
- SET 5/8 IN. REBAR W/PINK PLASTIC CAP STAMPED "MAGYAR";
- FOUND RUSTY AND BENT TIE ROD SET ON CLATSOP COUNTY SURVEY NO. 6368 AND REFURBISHED WITH A ONE INCH IRON PIPE W/PINK PLASTIC CAP STAMPED "MAGYAR"; OLD IRON TIE ROD BURIED ALONGSIDE PIPE.

- BOUNDARY LINE
- - - OLD PROPERTY LINE
- - - PLATTED LOT LINE
- N18° 11' 58"E OBLIQUE TEXT INDICATES DETERMINED LINE VALUES
- () 1 SUBDIVISION TRACT 3 OF CHELSEA BOOK 1 PAGE 13
- () 2 CS# B-9762
- () 3 CS# B-6368
- () 4 WARRENTON DEPOT SUBDIVISION

METADATA

Units: International Foot
Horizontal Datum: NAD83 (2011) Epoch 2010.0 (ORGN)
Height Datum: NAVD83 (GRS80/GEOD18)
Coordinate System: OCRS, Oregon Coast Zone

Basis of Bearing: Grid North, Oregon Coast Zone
Convergence Angle: Monument 155, +0°05'34"

On this survey, grid distances = ground distances

SURVEY NARRATIVE

The purpose of this survey is to depict and monument a Property Line Adjustment between that tract awarded by judgment (Quiet Title Claim) to Kenneth Yuill, Case No. 21CV29018 in the Circuit Court of the State of Oregon and as recorded in Instrument No. 202111924 and as shown on Clatsop County Survey No. B-14151, and that tract described in Instrument No. 201908153 and as shown on Clatsop County Survey No. B-14178, records of the Clatsop County Clerk.

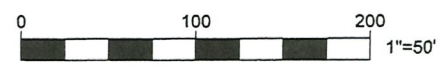
The intent is to also monument the boundary of the Keightly-Hamilton property along the right of way.

See PLA Deed Instr. No. 202304198 for new property descriptions. I established monuments on the new property line per said deed.

SURVEY NOTES

The shed as shown is built on the south line of Subd. of Tr. 3 Chelsea and extends 16.26' into the right of way. Yuill & Keightly-Hamilton are aware that the boundary line runs through the shed.

MAP DISPLAY ROTATION



RESOLUTION NO. 2659

Introduced by All Commissioners

A RESOLUTION SETTING A PUBLIC HEARING DATE OF NOVEMBER 14, 2023, TO CONSIDER STREET VACATION PETITION NO. 159, THE VACATION OF A PORTION OF AN UNDEVELOPED UNNAMED RIGHT-OF-WAY IN THE SUBDIVISION OF TRACT 3, CHELSEA ADDITION, IN WARRENTON, OREGON

WHEREAS, the petitioner, Kenneth Yuill has petitioned the Warrenton City Commission to vacate a portion of an undeveloped unnamed right-of-way in the subdivision of tract 3, Chelsea Addition, more particularly described in the attached legal description; and

WHEREAS, the Warrenton City Commission found no reason why the petition should not be allowed in whole or in part; and

NOW THEREFORE BE IT BE IT RESOLVED that a public hearing on said petition is hereby set for November 14, 2023, at the hour of 6:00 p.m. at Warrenton City Hall, 225 S. Main Avenue, Warrenton, Oregon.

BE IT FURTHER RESOLVED that the Planning Director will provide notice of the public hearing as required by Oregon Statutes regarding the proposed vacation petition.

PASSED by the City Commission of the City of Warrenton this 24th day of October, 2023.

This Resolution shall take effect immediately upon its passage.

Passed by the City Commission and signed by me in authentication of its passage this 24th day of October, 2023.

APPROVED:

Henry Balensifer, Mayor

ATTEST:

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: October 24, 2023
 SUBJ: Second Reading of Ordinance No. 1268; Urban Renewal Plan
 Substantial Amendment Legal Description Correction

SUMMARY

At its October 10th meeting, the City Commission conducted the first reading of Ordinance No. 1268, which corrects the Urban Renewal District boundaries as listed in the 2019 Urban Renewal Plan Substantial Amendment (Ord. No. 1230). The recorded boundaries were amended in 2009 and this correction reflects that change. This is a necessary housekeeping measure that was brought to our attention by the Clatsop County Assessor's office. Ordinance No. 1268, with the corrected Legal Description will be recorded in the records of Clatsop County.

RECOMMENDATION/SUGGESTED MOTION

1. *"I move to conduct the second reading by title only, of Ordinance No. 1268; An Ordinance Amending the Legal Description of Ordinance No. 1230; An Ordinance Making Certain Determinations and Findings Relating to and Approving the Warrenton Urban Renewal Plan Amendment, and Repealing Ordinance No. 1237."*
2. *"I move to adopt Ordinance No. 1268."*

ALTERNATIVE

No Recommendation

FISCAL IMPACT

N/A

Approved by City Manager: _____

ORDINANCE NO. 1268
Introduced by All Commissioners

AN ORDINANCE AMENDING THE LEGAL DESCRIPTION OF ORDINANCE NO. 1230; AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE WARRENTON URBAN RENEWAL PLAN AMENDMENT, AND REPEALING ORDINANCE NO. 1237.

WHEREAS, the City of Warrenton’s Urban Renewal Plan Amendment was adopted on the 12th day of November, 2019 by the Warrenton City Commission and thereafter submitted a copy of the Plan Amendment to Clatsop County for Recording; and

WHEREAS, the County duly recorded the Plan Amendment on January 27, 2020; and

WHEREAS, in February of 2020, the City received notice from the County that the legal description submitted with the Plan Amendment needs revising, as adopted by Ordinance No. 1116-A, and Ordinance No. 1237 was adopted and recorded.

WHEREAS, on September 27, 2023 the City received notice from the County that the legal description is inaccurate and should match the amended legal description that was adopted and recorded in 2009, by Urban Renewal Resolution No. 09-04.

NOW THEREFORE, THE COMMISSION OF THE CITY OF WARRENTON HEREBY ORDAINS THAT:

Section 1. The City of Warrenton Urban Renewal Plan Amendment, adopted by Ordinance No. 1230, is hereby amended to reflect the revised Legal Description which is attached to this ordinance as Exhibit “A.”

Section 2. Ordinance No. 1237 is hereby repealed.

Section 3. The City Recorder shall forward a copy of this Legal Description amendment to be recorded in the Records of Clatsop County.

Section 4. This Ordinance shall take effect 30 days after its adoption.

First Reading:

Second Reading:

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

Attest:

Approved:

Dawne Shaw, CMC, City Recorder

Henry A. Balensifer III, Mayor

Exhibit A

Legal Description
for
City of Warrenton
Re: Urban Renewal District
As Revised October 2, 2009

Situate in the SW1/4 of Section 15, the SE 1/4 of Section 16, the East 1/2 of Section 21, the West 1/2 of Section 22, and all of Sections 27 and 28, Township 8 North, Range 10 W.M., City of Warrenton, Clatsop County, Oregon and being described as follows:

Beginning at the northeast corner of the Solomon Smith DLC No. 40, also being the southeast corner of DLC 43; thence west on the north line of said DLC No. 40 a distance of 935 feet more or less to the east right of way of the abandoned SP&S Railroad; thence north along said east right of way 1,110 feet more or less to the Easterly extension of the North line of the plat of Ivy Park; thence west along said easterly extension 115 feet more or less to a point 100 feet west of the west right of way of the abandoned SP&S railroad right of way; thence south parallel with and 100 feet west of said right of way 1,110 feet more or less to the North line of DLC No. 40; thence west a distance of 825 feet, more or less to the east right-of-way line of Old Oregon Coast Highway; thence north and northeasterly on the east right-of-way line of said Old Oregon Coast Highway, a distance of 650 feet, more or less to the intersection of the southerly extension of the east line of Block 8 in the plat of Ivy Park; thence north on said east line a distance of 730 feet, more or less to the northeast corner of said plat, also being on the north right-of-way line of Hutchinson Avenue; thence west on said north right-of-way line, a distance of 780 feet, more or less to a point on the east right-of-way line of Whiskey Road; thence northwesterly on said east right-of-way line and the extension thereof a distance of 650 feet, more or less to a point on the north right-of-way line of DeLaura Beach Road; thence northeasterly on the said north right-of-way line, a distance of 1,000 feet, more or less to a point on the south line of the Block 17, Plat of Hollywood Park; thence east on said south line, a distance of 90 feet, more or less to the west right-of-way line of SW Elm Avenue; thence north on said west right-of-way line and the extension thereof, a distance of 1,300 feet to a point on the north right-of-way line of SW 14th Street; thence east on said north right-of-way line, a distance of 1,030 feet, more or less to the west right-of-way line of SW Alder Avenue; thence northeasterly 80 feet more or less to the northwest corner Parcel 3 of Partition Plat 1994-037; thence north a distance of 210 feet more or less, to the south line of Pulkin Addition extended westerly; thence west 30 feet, more or less to a point on the east line of the Plat of Sand Creek No. 2; thence north on said east line and the extension thereof, a distance of 1,610 feet, more or less to a point on the westerly extension of the south right-of-way line of SW 9th Street; thence east on said extension, a distance of 60 feet, more or less to the northwest corner of Lot 1, Block 7, Plat of Skipanon Addition; thence northerly on the west right-of-way line of Cedar Street and the extension thereof, a distance of 1,180 feet, more or less to a point on the north right-of-way line of 5th Street; thence west on said north right-of-way line, a distance of 30 feet, more or less to a point; thence northeasterly, a distance of 30 feet, more or less; thence northwesterly, a distance of 30 feet to a point on the north right-of-way line of SW 6th Street; thence west on said north right-of-way line, a distance of 36 feet, more or less to the intersection of the north right-of-way line of SW 5th Street; thence northwesterly on said north right-of-way line, a distance of 120 feet, more or less to a point on the west right-of-way line of SW Alder Avenue; thence northeasterly on said west right-of-way line, a distance of 2,440 feet, more or less to the intersection of the westerly right-of-way line of Market Street; thence northwesterly on said

westerly right-of-way line, a distance of 460 feet, more or less to a jog in the said right-of-way line; thence west 65 feet, more or less to a point on the east line of Block 115, Plat of Alder Meadows 2nd Extension; thence northerly on said east block line, a distance of 190 feet, more or less to the westerly right-of-way line of Market Street; thence northerly on said westerly right-of-way line, a distance of 600 feet to a point on the south right-of-way line of NW 3rd Street; thence northwesterly on said south right-of-way line, a distance of 90 feet, more or less to the west right-of-way line of NW Birch Avenue; thence northeasterly on said west right-of-way line, a distance of 275 feet, more or less to the intersection point with the west right-of-way line of Market Street; thence northwesterly on said west right-of-way line, a distance of 210 feet, more or less to the south right-of-way line of NW 4th Street; thence southeasterly on westerly extension of the South line of Lot 1, Plat of G. Clifford Barlow and on the south line of Lots 1 – 7 of said plat, a distance of 1,640 feet, more or less to the west right-of-way line of NE Skipanon Drive; thence northeasterly on said west right-of-way, a distance of 490 feet, more or less to the center line of Madison Avenue; thence southeast on the easterly extension of said center line, a distance of 50 feet, more or less to the center line of NE Skipanon Drive; thence east, a distance of 50 feet, more or less to the northwest corner of parcel E Warrenton Lumber parcel described in Book 390, Page 685, Clatsop County Deed Records, thence following the north line of said Parcel E easterly, a distance of 1,060 feet, more or less to the north line of said Section 22; thence east on said Section 22, a distance of 620 feet, more or less to a point on the west line of Block 14, Plat of Portoria; thence southwest on said plat line, a distance of 445 feet, more or less to a point on the south right-of-way line of NE 3rd Place; thence west on said south right-of-way line, a distance of 20 feet, more or less to the east right-of-way line of NE Iredale Avenue; thence south on said east right-of-way line, a distance of 1,500 feet, more or less to an angle point in said east right-of-way line; thence continuing on said east right-of-way line southwest, a distance of 790 feet, more or less to a point on the north right-of-way line of SE 2nd, also being an angle point in the east right-of-way line of SE Iredale Avenue; thence continuing on said east right-of-way line south, a distance of 870 feet, more or less to a point on the south line of SE 5th Street; thence west on said south right-of-way line, a distance of 1,810 feet, more or less to a point on the east right-of-way line of SE Ensign Avenue; thence southeasterly on said east right-of-way line, a distance of 280 feet, more or less to an angle point on said east right-of-way line; thence continuing on the east right-of-way line of SE Ensign Avenue, a distance of 1,900 feet, more or less to a point on the north right-of-way line of SE 12th Place; thence east on said north right-of-way line, a distance of 590 feet to an angle point on said north right-of-way line; thence southeasterly on said north right-of-way line, a distance of 725 feet, more or less to a point on the west right-of-way line of SE Galena Court; thence northeast, a distance of 170 feet, more or less to the SW corner of Block 21 Plat of The Plaza, also being on the north right-of-way of SE 12th Place; thence east on said north right-of-way line, a distance of 1,645 feet, more or less to a point on the east right-of-way line of SE King Avenue; thence south on said east right-of-way line, a distance of 880 feet to the south right-of-way line of SE 14th Street;

thence west on said south right-of-way line, a distance of 1,357 feet, more or less, to the easterly right-of-way line of the Oregon Coast Highway;

thence S45°02'25"W along the easterly right-of-way line of the Oregon Coast Highway, 7.88 feet to a point;

thence S29°08'28"W along the easterly right-of-way line of the Oregon Coast Highway, 540.45 feet to a point;

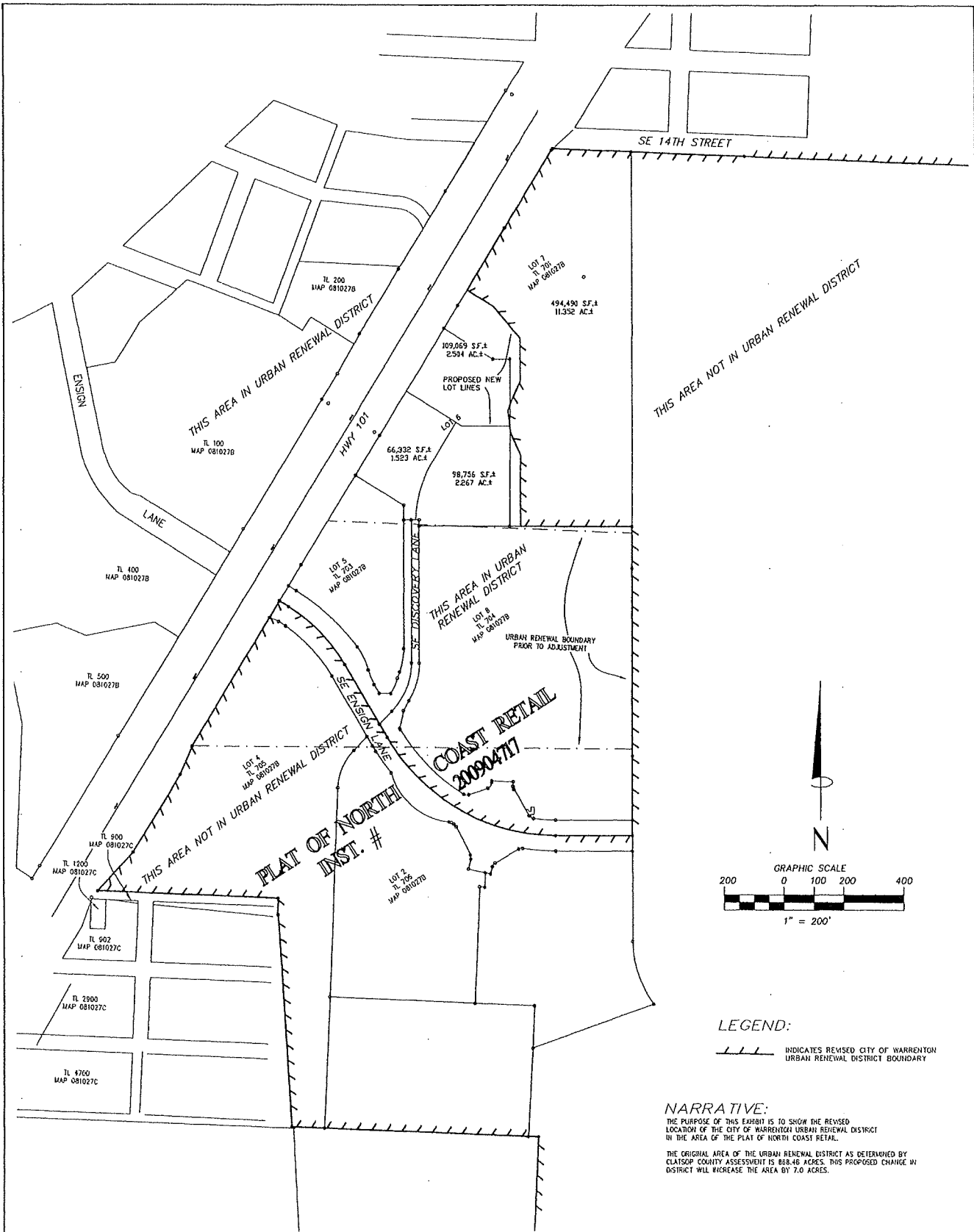
thence leaving said easterly right of way line, S61°04'59"E, 103.60 feet to a point; thence S42°06'22"E, 135.34 feet to a point; thence S02°32'21"E, 138.99 feet to a point; thence S20°19'49"W, 105.41 feet to a point; thence S09°19'40"E, 72.20 feet to a point; thence S25°17'18"E, 83.87 feet to a point; thence S02°32'21"E, 231.61 feet to a point on the northerly line of Lot 8, "North Coast Retail"; thence N87°40'12"E along said northerly line, 371.65 feet to the northeast corner of said Lot 8; thence S02°19'48"E along the easterly line of said "North Coast Retail", 1016.77 feet to the centerline of SE Ensign Lane;

thence tracing said centerline along the following courses: S87°40'12"W, 255.64 feet to the point of curve right of a 650.00 foot radius curve; thence along the arc of said curve right through a central angle of 59°36'07", 676.16 feet (chord bears N62°31'44"W, 646.08 feet) to a point; thence N32°43'41"W, 277.05 feet to the point of curve left of a 550.00 foot radius curve; thence along the arc of said curve left through a central angle of 28°07'20", 269.95 feet (chord bears N46°47'21"W, 267.25 feet); thence N60°51'00"W, 36.02 feet to the easterly right-of-way line of the Oregon Coast Highway;

thence tracing the easterly right-of-way line of the Oregon Coast Highway along the following courses: S29°08'28"W, 560.34 feet to an angle point at 105 feet left of Engineer's Centerline Station 212+00; thence S20°36'57"W, 101.18 to an angle point at 120 feet left of Engineer's Centerline Station 213+00; thence S29°08'28"W, 299.87 feet to an angle point at 120 feet left of Engineer's Centerline Station 216+00; thence S40°26'10"W, 173.21 feet to the southwest corner of "North Coast Retail";

thence tracing the boundary of said "North Coast Retail" along the following courses: N89°54'59"E, 575.48 feet to a point; thence N89°55'12"E, 25.00 feet to a point; thence S00°07'02"W, 54.73 feet to a point; thence S87°36'25"E, 2.13 feet to a point; thence S06°02'55"E, 699.02 feet to a point; thence N89°54'46"E, 821.59 feet to the northeast corner of Block 1 of the vacated plat of "Herrington-Elliott Addition to Warrenton";

thence south on the east line of said blocks 1 and 14, a distance of 500 feet, more or less, to the southeast corner of the vacated plat of Herrington-Elliott; thence west, a distance of 1,820 feet to a point on the west right-of-way line of SE Dolphin Avenue; thence north on said west right-of-way line, a distance of 1,230 feet, more or less to the northeast corner of Block 5, Plat of "Subdivision of Portsmouth" Addition to Warrenton; thence west on the north lines of Blocks 5 – 7, a distance of 1,125 feet, more or less to the northwest corner of Block 7; thence south on the west line of said Block 7, a distance of 50 feet, more or less to the point of beginning.



LEGEND:
 - - - - - INDICATES REVISED CITY OF WARRENTON URBAN RENEWAL DISTRICT BOUNDARY

NARRATIVE:
 THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE REVISED LOCATION OF THE CITY OF WARRENTON URBAN RENEWAL DISTRICT IN THE AREA OF THE PLAT OF NORTH COAST RETAIL.
 THE ORIGINAL AREA OF THE URBAN RENEWAL DISTRICT AS DETERMINED BY CLATSOP COUNTY ASSESSMENT IS 88.46 ACRES. THIS PROPOSED CHANGE IN DISTRICT WILL INCREASE THE AREA BY 7.0 ACRES.

REGISTERED PROFESSIONAL LAND SURVEYOR
Dale H. Barrett
 OREGON
 JUL 14, 1982
 DALE H. BARRETT
 1979

HLB
otak
 • SURVEYING
 • CIVIL ENGINEERING
 • PLANNING
 • WATER RIGHTS
 • WETLAND CONSULTING
 PACIFIC COUNTY
 1715 - D H. PACIFIC AVE
 LONG BEACH, WA 99031
 (509) 842-7454
 FAX: (509) 842-4054
 CLATSOP COUNTY
 4333-A HWY 101 N.
 GASTRUIT, OR 97138
 (503) 738-3425
 FAX: (503) 738-7455
 WWW.HLB-OTAK.COM
 ILLANOOK COUNTY
 10415 NEAN-WAN-NE CIRC RD
 MANZANITA, OR 97130
 (503) 566-5394
 FAX: (503) 368-5847

EXHIBIT FOR:
CITY OF WARRENTON
 PLOT OF REVISED URBAN RENEWAL BOUNDARY ON NORTH COAST RETAIL PLAT AREA

"000" #40
 5857198191.DWG

DATE: OCT 14, 2009
 JOB NO.: 85719B

EQUIPMENT: NA

FIELD: NA

DRAWN: DNB

CHECKED: DNB

SW 1/4 SECTION 27, T8N, R10W, W.M.
 CITY OF WARRENTON, CLATSOP COUNTY, OREGON

GX-02571



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: October 24, 2023
 SUBJ: Young's Bay Plaza – Approval of (2) Easements

SUMMARY

The Young's Bay Plaza development requires two property easements. Per attached, one is an amendment to the utility maintenance easement and the second is a public access easement, including terms, conditions, covenants, and boundaries. Public Works requests approval of both easements.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the Amendment to Easement for Utility Maintenance and the Public Access Easement Agreement for the Young's Bay Plaza development."

ALTERNATIVE

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

FISCAL IMPACT

These easements do not have any effect on the Public Works budget.

Approved by City Manager: _____

Esther Moberg

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

After recording return to:

AMENDMENT TO EASEMENT FOR UTILITY MAINTENANCE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ATLAS YOUNG'S BAY, LLC, an Oregon limited liability company ("Grantor"), the owner of the real property described in the deed recorded in the official records of Clatsop County, Oregon as Document No. 200611329 (the "Property"), hereby conveys to THE CITY OF WARRENTON, an Oregon municipality ("Grantee"), a perpetual easement for utility maintenance ("Easement") over, under, upon and across the following described property, situated in Clatsop County, State of Oregon, in the area legally described in Exhibit A and depicted in Exhibit B (the "Easement Area").

This Amendment to Easement for Utility Maintenance (this "Amendment") amends that certain Easement for Utility Maintenance granted to Grantee on February 16, 1977 by Southgate Development Co., an Oregon corporation, with respect to the Property, which was recorded in the official records of Clatsop County, Oregon at Book 446, Page 965 (the "Original Easement").

TERMS, CONDITIONS, AND COVENANTS

GENERAL TERMS.

1. The City shall have the right to enter upon the Property and to install, maintain, repair, rebuild, and remove obstructions to the water, sanitary sewer and storm sewer lines and facilities in the Easement Area, including, without limitation, removal of obstructions to the City's access to the water meter box and water lines, and all uses directly or indirectly necessary thereto in the Easement Area.
2. Grantor shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of the Easement, except Grantor shall not build or erect any structure or improvement upon, over or under the Easement Area, and specifically shall not landscape or hardscape within a three (3) foot radius surrounding the water meter box, without the prior written consent of the City. Grantor shall not interfere with the City's exercise of its rights under this Easement.
3. If Grantee's use of the Easement shall disturb the surface of the Easement Area, then Grantee shall restore the surface of the Easement Area to the condition that existed prior to the disturbance. However, Grantee shall not have to restore any landscape or hardscape in the area consisting of a three (3) foot radius surrounding the water meter box beyond restoration of disturbed soil and/or barkdust.
4. As used herein, the singular shall include the plural and vice versa.

5. This Amendment inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

6. Nothing contained in this Amendment shall be deemed to be a gift or dedication of any portion of the property to the general public or for any public purpose whatsoever, and this Easement shall be strictly limited to and for the purposes expressed herein.

ENFORCEMENT.

7. Cumulative Remedies. The remedies permitted or available pursuant to the provisions of the Original Easement and any other remedies available, at law or in equity, shall be cumulative.

8. Attorney Fees and Costs. In the event suit or action is brought for the enforcement of or the declaration of rights pursuant to this Declaration or as the result of any alleged breach of any provision of this Amendment, the prevailing party or parties in such suit or action shall be entitled to recover their costs and expenses, including reasonable attorney fees, from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

9. Injunctive Relief and Damages. In the event of any breach or threatened breach of any provision of this Amendment, any owner of the Property may prosecute any proceeding at law or in equity to enjoin such breach or threatened breach and to recover damages for any such breach.

10. Indemnity. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability including attorney fees to Grantor arising in any manner out of Grantee's use of the Easement Area or any injury to persons. Grantee shall pay Grantor for any property of Grantor's damaged by Grantee's use of this easement. Grantee assumes all risk arising out of its use of the Easement Area and Grantor shall have no liability to Grantee or others for any condition existing thereon. Notwithstanding the foregoing, Grantee shall not be liable in respect of (and the foregoing indemnity shall not cover) any claim, damage, loss, liability, cost, or expense to the extent the same resulted from the negligence or willful misconduct of any indemnified person.

In no event shall either party be liable to the other for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental, or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure or performance related hereto howsoever caused, whether or not arising from a party's sole, joint, or concurrent negligence.

MODIFICATION AND AMENDMENT.

11. This Amendment may be amended, modified, or terminated only by the agreement of the owner(s) of the Property and the Grantee. No amendment, modification, or termination shall be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded by all the owner(s) of the Property and the Grantee in the official records of Clatsop County, Oregon. Invalidation of any provisions of this Amendment shall in no way affect any of the other provisions.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has executed this Amendment this _____ day of _____, 2023.

Grantor:

ATLAS YOUNG’S BAY, LLC
an Oregon limited liability company

By: Atlas Warrenton, LLC, its manager

By: Atlas Investments, LLC, its manager

By: BV-Atlas, LLC, its manager

By: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 2023, by _____, as _____ of BV-Atlas, LLC, the manager of Atlas Investments, LLC, the manager of Atlas Warrenton, LLC, the manager of Atlas Young’s Bay, LLC, an Oregon limited liability company, on behalf of said limited liability company.

Notary Public for _____
My Commission Expires: _____

[signatures continue on following page]

Grantee:

THE CITY OF WARRENTON,
an Oregon municipal corporation

By: _____
Its: _____

STATE OF OREGON)
) ss.
County of Clatsop)

The foregoing instrument was acknowledged before me on _____, 2023, by
_____, the _____ of The City of Warrenton, an Oregon municipal
corporation.

Notary Public for the State of Oregon
My Commission Expires: _____

EXHIBIT A

Legal Description of Easement Area

LEGAL DESCRIPTION:
UTILITY EASEMENT
SEPTEMBER 14, 2023

A PORTION OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 200611239, RECORDED OCTOBER 4, 2006, CLATSOP COUNTY DEED RECORDS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, CLATSOP COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OREGON COAST HIGHWAY (US HIGHWAY 101), BEING 75.00 FEET NORTHWESTERLY OF CENTERLINE STATION 130+00 OF OREGON STATE RIGHT-OF-WAY MAP NO. 8B-17-4, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST HARBOR STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST HARBOR STREET NORTH 39°39'05" WEST, 171.03 FEET TO A 5/8" IRON ROD AT AN ANGLE POINT; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 83°16'28" WEST, 60.00 FEET TO THE NORTHEAST CORNER OF THAT EASEMENT FOR UTILITY MAINTENANCE DESCRIBED IN BOOK 446, PAGE 965, RECORDED MARCH 11, 1977, CLATSOP COUNTY DEED RECORDS; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE EASTERLY LINE OF SAID EASEMENT FOR UTILITY MAINTENANCE SOUTH 06°43'32" WEST, 52.85 FEET; THENCE SOUTH 50°20'55" WEST, 179.73 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE OF THAT EASEMENT FOR UTILITY MAINTENANCE SOUTH 40°19'37" EAST, 30.75 FEET; THENCE NORTH 49°42'05" EAST, 21.35 FEET; THENCE SOUTH 40°20'40" EAST, 24.94 FEET; THENCE SOUTH 49°34'33" WEST, 41.35 FEET; THENCE NORTH 40°19'59" WEST, 56.00 FEET TO AFOREMENTIONED EASTERLY LINE OF THAT EASEMENT FOR UTILITY MAINTENANCE; THENCE ALONG SAID EASTERLY LINE NORTH 50°20'55" EAST, 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 1,650 SQUARE FEET, MORE OR LESS.

EXHIBIT B

Depiction of Easement Area

[attached]

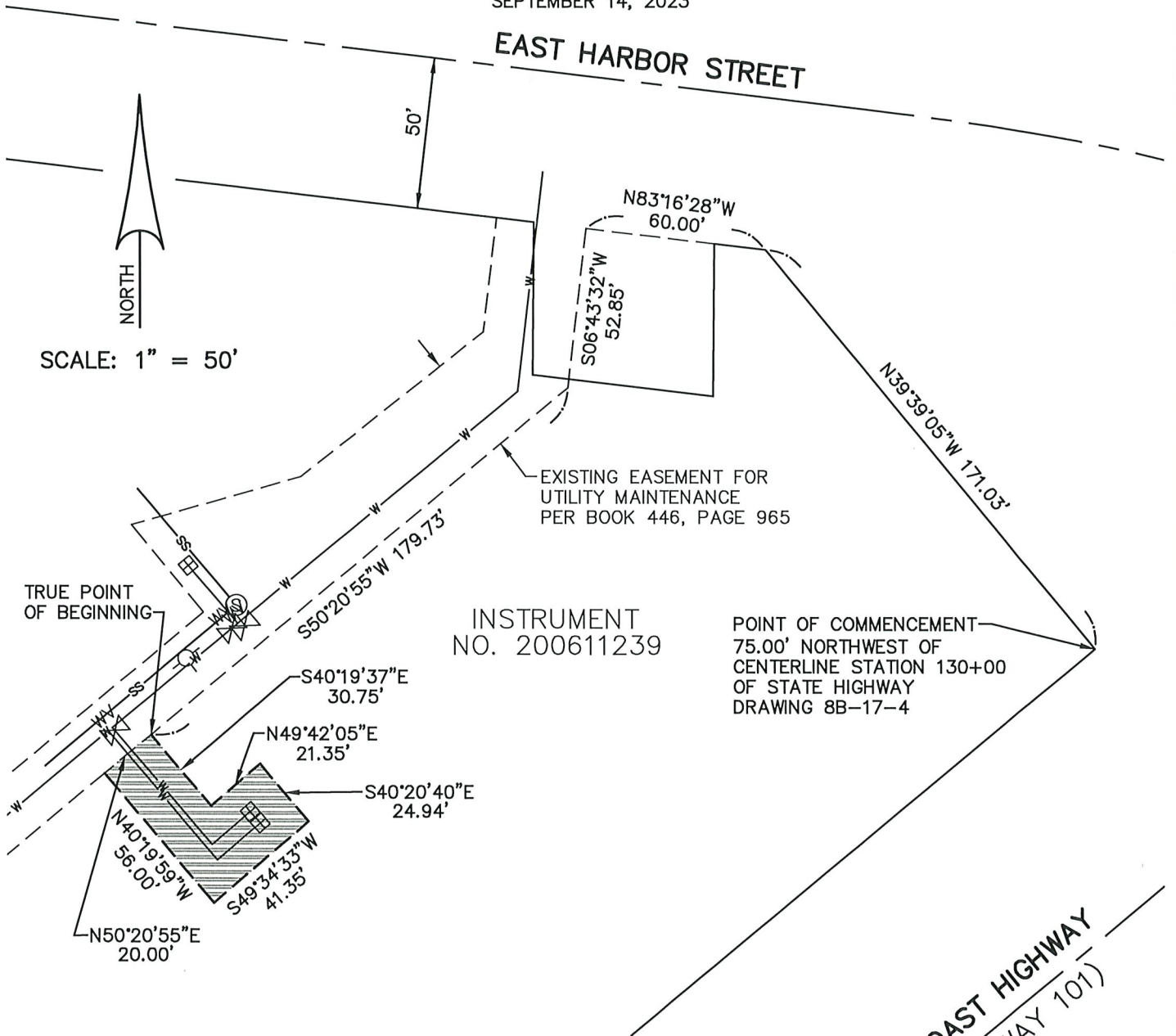
EXHIBIT B
UTILITY EASEMENT
 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23,
 TOWNSHIP 8 NORTH, RANGE 10 WEST, W.M.
 CLATSOP COUNTY, OREGON

SEPTEMBER 14, 2023

EAST HARBOR STREET



SCALE: 1" = 50'



INSTRUMENT
 NO. 200611239

POINT OF COMMENCEMENT
 75.00' NORTHWEST OF
 CENTERLINE STATION 130+00
 OF STATE HIGHWAY
 DRAWING 8B-17-4

LEGEND:



— UTILITY EASEMENT
 AREA=1,650 SQUARE FEET
 (0.038 ACRES)



— SANITARY SEWER LINE



— WATER LINE



— SANITARY SEWER MANHOLE



— WATER METER



— WATER VALVE



— FIRE HYDRANT

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

D.S.H.

OREGON
 JANUARY 11, 2005
 DARREN S. HARR
 56181

RENEWAL DATE: 6-30-25

OREGON COAST HIGHWAY
 (U.S. HIGHWAY 101)

PREPARED BY:

TerraCalc
 Land Surveying Inc.
 1615 N.E. Miller Street
 McMinnville, OR 97128
 (503) 857-0935
 www.Terra-calc.com

After recording, return to:

City of Warrenton

PUBLIC ACCESS EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that ATLAS YOUNG'S BAY, LLC, an Oregon limited liability company ("Grantor"), hereby grants to the City of Warrenton, an Oregon municipal corporation ("Grantee"), for the use and benefit of the public, a non-exclusive access easement ("Easement") on, over and across the real property described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area"), subject to the terms and conditions set forth in this Public Access Easement Agreement (this "Agreement").

1. Scope of Easement. The Easement conveys the right and privilege to the public to have pedestrian and bicycle ingress and egress access on, over, and across the Easement Area and no other rights or privileges. No buildings, structures or other impediments to the free passage of pedestrians and bicycles shall be constructed on the Easement Area. Grantor reserves all other rights and privileges not conveyed herein, including without limitation, the right to use the Easement Area for all purposes and to the extent not materially inconsistent with the exercise by the public of the rights granted herein and all development rights appurtenant to the Easement Area such as the right to use the Easement Area for building setbacks, lot coverage, density calculations, and stormwater/pervious area. Grantor may adopt and enforce reasonable rules, regulations and restrictions on the use of the Easement Area for the health, safety, welfare and enjoyment of all parties, provided the same are consistent with the public rights granted herein.

2. Maintenance. Grantor shall be responsible for constructing, maintaining and repairing all improvements in the Easement Area. Following the initial installation of the improvements, Grantor shall maintain the improvements in good and serviceable condition for their use for public pedestrian and bicycle ingress and egress access.

3. Effect and Duration. The Easement shall run with the real property included within the Easement Area and shall be binding upon each person or entity holding fee title ownership of such real property for so long as such person or entity holds such fee title ownership until it is terminated in accordance with this Section 3. If Grantee determines that the Easement no longer serves a public purpose, Grantee may vacate the Easement.

4. Consideration. The true and actual consideration paid for the Easement, stated in terms of dollars, is \$0.00, but consists of or includes other property or value given or promised, which is acknowledged by Grantor to be the whole and adequate consideration for the Easement.

5. Amendment. Except as otherwise provided in Section 3 above, this Agreement may only be modified or amended by a written instrument executed by the party against whom enforcement is sought and recorded in the official records of Clatsop County, Oregon.

6. Recording. This Agreement shall be recorded in the official records of Clatsop County, Oregon.

7. Severability. Invalidation of any one of the terms or provisions contained in this Agreement by judgment or court order shall in no way affect any other terms or provisions of this Agreement, which shall remain in full force and effect.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

9. Counterparts. This Agreement may be executed in multiple counterparts, all of which, when taken together, shall constitute one and the same instrument.

*(Remainder of Page Intentionally Left Blank;
Signature Page Follows)*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date(s) referenced below.

GRANTOR:

ATLAS YOUNG’S BAY, LLC
an Oregon limited liability company

By: Atlas Warrenton, LLC, its manager

By: Atlas Investments, LLC, its manager

By: BV-Atlas, LLC, its manager

By: _____
Its: _____

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me on _____, 2023, by _____, as _____ of BV-Atlas, LLC, the manager of Atlas Investments, LLC, the manager of Atlas Warrenton, LLC, the manager of Atlas Young’s Bay, LLC, an Oregon limited liability company, on behalf of said limited liability company.

Notary Public for _____
My Commission Expires: _____

GRANTEE:

CITY OF WARRENTON,
an Oregon municipal corporation

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of Clatsop)

The foregoing instrument was acknowledged before me on _____, 2023 by _____ as _____ of the City of Warrenton, an Oregon municipal corporation, on behalf of the City.

Notary Public for State of Oregon
My Commission Expires: _____



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127

Exhibit A
Public Access Easement Description
April 6, 2022
NWS Project Number 2384

A variable width easement being a portion of Lot 8 of Block 2 of Meriwether located in the southwest one-quarter of Section 23, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon, and being more particularly described as follows:

Beginning at an angle point on the southerly right-of-way line of the Warrenton - Astoria Highway (East Harbor Street), being 50.00 feet southerly from the centerline thereof, when measured at right angles, said angle point also being located North 39°39'05" West 171.03 feet from a 5/8 inch iron rod located on the northwesterly right-of-way line of Oregon Coast Highway 101 (75.00 feet northwesterly from the centerline thereof, when measured at right angles); Thence along the southerly right-of-way line of Warrenton - Astoria Highway, North 83°16'28" West 17.10 feet to a point on the easterly right-of-way line of SE Pacific Avenue (30.00 feet easterly from the centerline thereof, when measured at right angles); Thence along the easterly right-of-way line of said SE Pacific Avenue, South 00°26'57" West 15.91 feet; Thence departing said easterly right-of-way line, South 65°12'31" East 1.06 feet to a point of curvature; Thence 22.22 feet along the arc of a non-tangent circular curve to the right, having a radius of 27.00 feet, a delta angle of 47°09'23", and a long chord of North 48°22'11" East 21.60 feet to the Point of Beginning.

The above described easement contains 113 square feet, more or less.

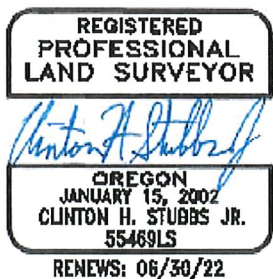
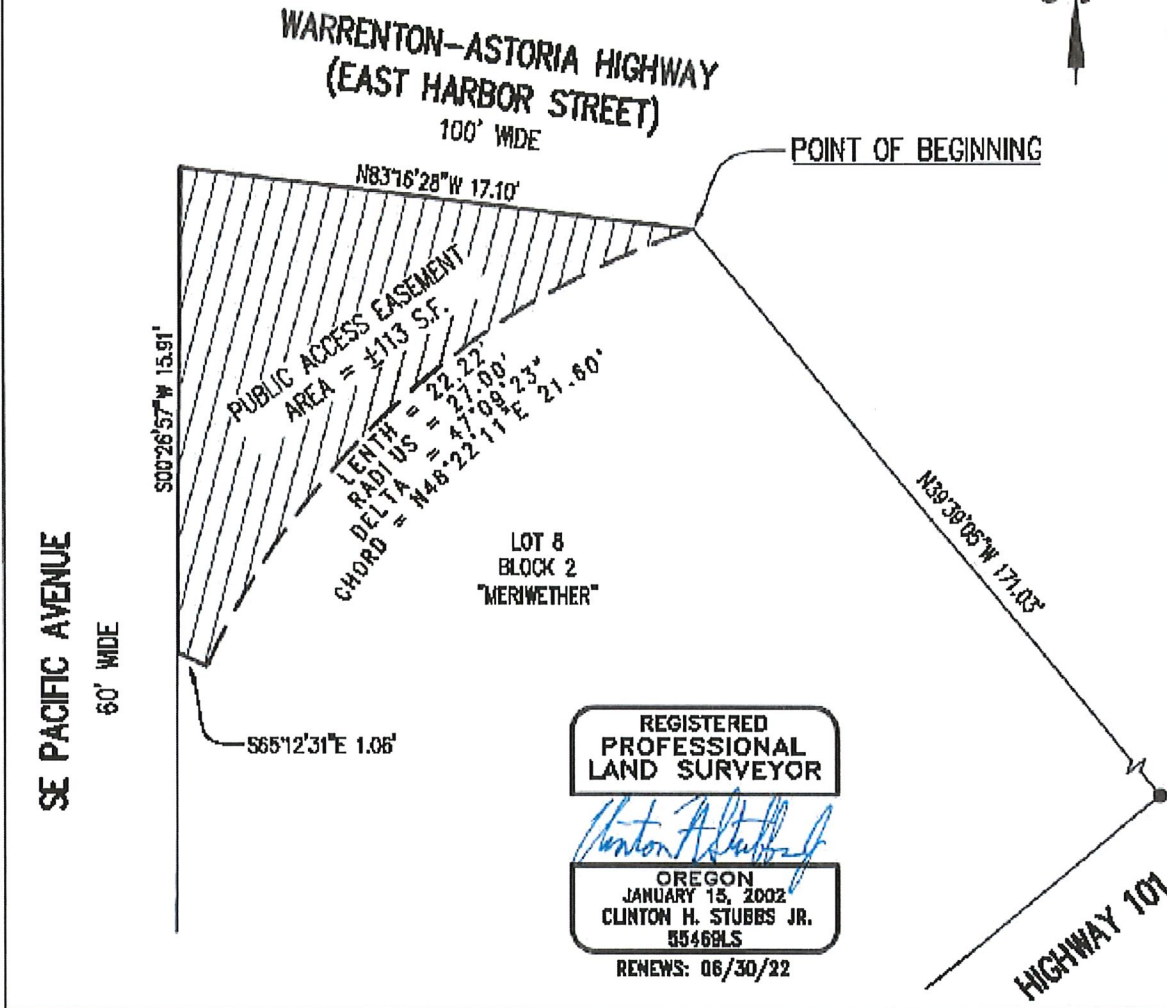
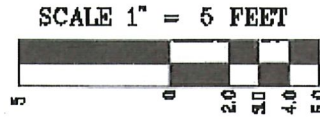


EXHIBIT B

LOCATED IN THE SW 1/4 OF SECTION 23,
TOWNSHIP 8 NORTH, RANGE 10 WEST, W.M.,
CITY OF WARRENTON,
CLATSOP COUNTY, OREGON
DATE: APRIL 6, 2022



PREPARED FOR: AAI ENGINEERING 4875 SW GRIFFITH DR., ST#100 BEAVERTON, OR 97005	JOB NAME:	AAI WARRENTON	NORTHWEST SURVEYING, Inc. 1815 NW 169th PLACE, SUITE 2090 BEAVERTON, OR 97006 PHONE: 503-848-2127 FAX: 503-848-2179 nwsurveying@nwsvy.com
	JOB NUMBER:	2384	
	DRAWING NUMBER:	2384-EASE	
	DRAWN BY:	GHS	
	CHECKED BY:	GHS	



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: October 24, 2023
SUBJ: Safe Routes to School Phase 1- Approval to Award

SUMMARY

Pursuant to the approved budget and Capital Improvement Program (2024-2029, p. 90), Otak prepared bid documents for the Warrenton Main Avenue at 9th Street Safe Routes to School Project. This project is the first phase that will kick-off improving safety for students and other pedestrians in the area by enhancing the current crosswalk at SW 9th Street and extending the sidewalk system along Main Ave south from SW 9th to SW 10th Place. Public bid opening took place on October 5th, 2023, at 2:00 p.m. We received a total of 2 bids, and they met the necessary criteria for consideration. After an evaluation of the submitted bid packages, we recommend that the project be awarded to Jesse Rodriguez Construction, LLC. The calculated total for their bid comes to \$447,007.00. Attached, you will find a bid tabulation sheet that provides a comparison of all the responsive bids received. Accordingly, Public Works requests Commission approval to award said project to Jesse Rodriguez Construction, LLC.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve award of the Warrenton Main Avenue at 9th Street Safe Routes to School Project to Jesse Rodriguez Construction, LLC. In the amount of \$447,007.00 and include a 10% contingency.

ALTERNATIVE

1) Other action as deemed appropriate by the City Commission.

2) None recommended.

FISCAL IMPACT

Per the approved 2023-2024 Budget, Street Fund 040 (431); given the SRTS grant (\$400,000) and the ODOT contribution to SRTS (\$100,000) and other Public Works capital street funds, this project is fully funded for design and construction.

Approved by City Manager: _____



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



SCHEDULE OF PRICES

**MAIN AVENUE AT 9TH STREET
SAFE ROUTES TO SCHOOL PROJECT**

BASE BID SCHEDULE	

Otak #19996

CITY OF WARRENTON

		WALKWAY & STORM DRAINAGE IMPROVEMENTS		DATE	Jesse Rodriguez Construction LLC		Big River Construction, Inc.	
SPEC SECTION	BID ITEM NO.	ITEM DESCRIPTION	AMOUNT	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL
PART 00200 - TEMPORARY FEATURES AND APPURTENANCES								
0210-010000A	1	MOBILIZATION (10%)	1	LS	\$ 67,210.00	\$ 67,210.00	\$ 47,580.00	\$ 47,580.00
0221-010000B	2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	\$ 18,750.00	\$ 18,750.00	\$ 41,150.00	\$ 41,150.00
0280-010000A	3	EROSION CONTROL	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 5,160.00	\$ 5,160.00
0280-0101000J	4	PLASTIC SHEETING	10	SQYD	\$ 10.00	\$ 100.00	\$ 31.00	\$ 310.00
0280-0105020J	5	MATTING, TYPE B	20	SQYD	\$ 20.00	\$ 400.00	\$ 15.60	\$ 312.00
0280-0114040E	6	INLET PROTECTION, TYPE 4	8.00	EACH	\$ 45.00	\$ 360.00	\$ 75.00	\$ 600.00
0280-0115030F	7	SEDIMENT BARRIER, TYPE 3	300	FOOT	\$ 10.00	\$ 3,000.00	\$ 8.00	\$ 2,400.00
0290-010000A	8	POLLUTION CONTROL PLAN	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
PART 00300 - ROADWORK								
0305-010000A	9	CONSTRUCTION SURVEY WORK	1	LS	\$ 15,500.00	\$ 15,500.00	\$ 25,750.00	\$ 25,750.00
0310-0106000A	10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 5,796.00	\$ 5,796.00	\$ 10,325.00	\$ 10,325.00
0320-0100000R	11	CLEARING AND GRUBBING	0.13	ACRE	\$ 15,000.00	\$ 1,950.00	\$ 27,300.00	\$ 3,549.00
0330-0105000K	12	GENERAL EXCAVATION	280	CUYD	\$ 55.00	\$ 15,400.00	\$ 42.30	\$ 11,844.00
PART 00400 - DRAINAGE AND SEWERS								
0445-060012AF	13	12 INCH DUCT IRON PIPE, 5 FT DEPTH	310	FOOT	\$ 179.00	\$ 55,490.00	\$ 182.00	\$ 56,420.00
0470-0315000E	14	CONCRETE INLETS, TYPE G-2	1	EACH	\$ 4,765.00	\$ 4,765.00	\$ 3,900.00	\$ 3,900.00
0470-XX	15	CONCRETE INLET, TYPE CG-48 (CWS)	3	EACH	\$ 6,000.00	\$ 18,000.00	\$ 6,800.00	\$ 20,400.00
0490-0104000E	16	CONNECTION TO EXISTING STRUCTURES	1	EACH	\$ 1,750.00	\$ 1,750.00	\$ 800.00	\$ 800.00
PART 00600 - BASES								
0640-0100000M	17	AGGREGATE BASE, 3/4"-0"	350	TON	\$ 49.00	\$ 17,150.00	\$ 50.00	\$ 17,500.00
0640-0100000M	18	AGGREGATE BASE, 2-1/2"-0"	70	TON	\$ 45.00	\$ 3,150.00	\$ 62.00	\$ 4,340.00
PART 00700 - WEARING SURFACES								
0705-0101000M	19	EMULSIFIED ASPHALT IN FOG COAT	6	TON	\$ 1,186.00	\$ 7,116.00	\$ 955.00	\$ 5,730.00
0744-0302000M	20	LEVEL 3, 1/2 INCH ACP MIXTURE	80	TON	\$ 325.00	\$ 26,000.00	\$ 300.00	\$ 24,000.00
0759-010000F	21	CONCRETE CURBS	170	FOOT	\$ 45.00	\$ 7,650.00	\$ 53.00	\$ 9,010.00
0759-0103000F	22	CONCRETE CURBS, CURB AND GUTTER	740	FOOT	\$ 50.00	\$ 37,000.00	\$ 54.00	\$ 39,960.00
0759-0126000J	23	CONCRETE DRIVEWAYS	890	SQFT	\$ 19.00	\$ 16,910.00	\$ 19.20	\$ 17,088.00
0759-0128000J	24	CONCRETE WALKS	2,290	SQFT	\$ 14.00	\$ 32,060.00	\$ 12.00	\$ 27,480.00
0759-0154100E	25	EXTRA FOR NEW CURB RAMPS	8	EACH	\$ 2,575.00	\$ 20,600.00	\$ 1,400.00	\$ 11,200.00
0759-0510000J	26	TRUNCATED DOMES ON NEW SURFACES	100	SQFT	\$ 45.00	\$ 4,500.00	\$ 39.00	\$ 3,900.00
0759-XX	27	CONCRETE CHANNEL INLET	2	EACH	\$ 5,500.00	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00
PART 00800 - PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES								
0842-0103000E	28	FIELD FACILITY MARKERS, TYPE S2	4	EACH	\$ 150.00	\$ 600.00	\$ 300.00	\$ 1,200.00
0856-0101000E	29	PERMANENT SURFACE MOUNTED TUBULAR MARKERS	4	EACH	\$ 325.00	\$ 1,300.00	\$ 160.00	\$ 640.00
0860-0200000F	30	LONGITUDINAL PAVEMENT MARKINGS - PAINT	400	FOOT	\$ 6.00	\$ 2,400.00	\$ 2.50	\$ 1,000.00
0865-0119600F	31	THERMOPLASTIC, SPRAYED, SURFACE, NON-PROFILED	2,000	FOOT	\$ 4.00	\$ 8,000.00	\$ 3.80	\$ 7,600.00
0867-0131000E	32	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	6	EACH	\$ 450.00	\$ 2,700.00	\$ 350.00	\$ 2,100.00
0867-0145100J	33	PAVEMENT BAR, TYPE B-HS	325	SQFT	\$ 30.00	\$ 9,750.00	\$ 12.00	\$ 3,900.00
0867-0103500E	34	PAVEMENT LEGEND, TYPE AB: ARROWS	7	EACH	\$ 450.00	\$ 3,150.00	\$ 390.00	\$ 2,730.00
0867-0173500E	35	PAVEMENT LEGEND, TYPE AB: DISABLED PARKING	2	EACH	\$ 950.00	\$ 1,900.00	\$ 330.00	\$ 660.00
PART 00900 - PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS								
0905-0100000A	36	REMOVE EXISTING SIGNS	1	LS	\$ 950.00	\$ 950.00	\$ 2,000.00	\$ 2,000.00
0930-0117000A	37	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	1	LS	\$ 900.00	\$ 900.00	\$ 12,000.00	\$ 12,000.00
0940-0202000J	38	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	50	SQFT	\$ 15.00	\$ 750.00	\$ 65.00	\$ 3,250.00
0990-0106000A	39	FLASHING BEACON INSTALLATION, 9TH AND MAIN	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 36,000.00	\$ 36,000.00
PART 01000 - RIGHT OF WAY DEVELOPMENT AND CONTROL								
01014-XX	40	WATER QUALITY FILTER STRIP, D01525	1	LS	\$ 2,400.00	\$ 2,400.00	\$ 5,500.00	\$ 5,500.00
01014-XX	41	WATER QUALITY FILTER STRIP, D01526	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,200.00	\$ 5,200.00
1030-0108000R	42	PERMANENT SEEDING	1	LS	\$ 800.00	\$ 800.00	\$ 5,000.00	\$ 5,000.00
1070-0101000E	43	MULTIPLE MAILBOX SUPPORTS	2	EACH	\$ 900.00	\$ 1,800.00	\$ 2,500.00	\$ 5,000.00
TOTAL PROJECT ESTIMATED COST						\$ 447,007.00	\$	\$ 494,988.00

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between _____, hereinafter called "CONTRACTOR" and the City of Warrenton, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

That the said CONTRACTOR and the said CITY, for the consideration hereinafter named agree as follows:

2.00 - DESCRIPTION OF WORK

The CONTRACTOR agrees to perform the work of:

WARRENTON MAIN AVENUE AT 9TH STREET SAFE ROUTES TO SCHOOL PROJECT

and do all things required of it as per his Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

3.00 - COMPLETION OF CONTRACT

The CONTRACTOR agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion: 180 days from Notice to Proceed
- Final Completion: 210 days from Notice to Proceed

If said CONTRACTOR has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is _____. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The CONTRACTOR and the CITY agree that the plans, specifications (including the ODOT/APWA 2021 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

It is the policy of the City of Warrenton 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 Warrenton also requires its contractors and grantees to comply with this policy.

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. 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 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 repayment of any amounts from 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 to a third party) as a result of said finding.

B. The undersigned **CONTRACTOR** hereby represents that no employee of the **CITY** of Warrenton, or any partnership or corporation in which a **CITY** 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.

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY**'s prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions of the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR**'s rights or delegation of the **CONTRACTOR**'s duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

B. **CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **CITY** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - 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.

10.00 - 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 **CITY** 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.

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR**'s knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

12.00 - CITY BUSINESS LICENSE

Prior to starting work, **CONTRACTOR** shall pay the **CITY** business license tax and provide the Project Director with a copy of business license receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the **CITY** business license tax and provide a copy of the receipt to the Project Director prior to commencement of work.

APPROVED AS TO FORM:

CITY OF WARRENTON, a municipality of the State of Oregon

City Attorney

BY: _____
Mayor Date

ATTEST:

Contractor Date

City Manager Date



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: October 24, 2023
SUBJ: Capital equipment purchase of new tractor and mower

SUMMARY

Mowing is the principle vegetation control method employed by the City of Warrenton to ensure that levee segments are in full and complete compliance with USACE standards, and to remain in an "Active" status in the Rehabilitation and Inspection Program. The entire levee system crown and slopes are mowed annually, and the levee crown is typically mowed twice each year. The riverside levee toe and levee easement 15 feet from the toe are mowed in locations where this is mechanically possible. The City of Warrenton also has an MOU agreement to mow the levee for Clatsop County Diking District No. 11.

The City's current equipment is insufficient; the City is unable to accomplish these requirements due to ongoing mechanical issues with both the tractor and the mower implements. To meet these obligations, as well as to perform essential mowing maintenance to public properties throughout the City of Warrenton, Public Works proposes the purchase of a new John Deere 6145M Cab Tractor with the following Diamond Mower implements: 30-foot rear cradle boom mower, 50-inch rotary mower, and a 102-inch rear flail mower.

The purchase of this equipment is in the current year's approved fiscal budget. The supplier of this equipment is Deere and Company under Sourcewell Contract: Ag Tractors 110719-JDC (PG 1P CG 70). Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government that provides competitively solicited and awarded contracts to all government and education entities.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the purchase of, and authorize the mayor's signature for, the purchase of a John Deere tractor and Diamond mower implements in the amount of \$267,446.62."

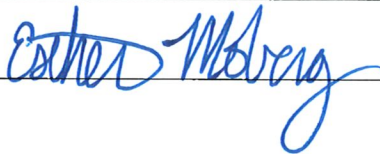
ALTERNATIVE

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

FISCAL IMPACT

This equipment was approved in the City of Warrenton 2023-2024 Fiscal Year Budget for up to \$275,000.00.

Approved by City Manager: _____



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

CAPITAL IMPROVEMENT PROGRAM
PROJECT DETAIL SHEET

Project:	Tractor and Boom Mower
Project Number:	
Project Cost:	\$ 275,000
Description:	Replace 2006 John Deere 115 horsepower tractor and side arm brush mower with new model for dike maintenance, streets, etc.
Benefits:	Reduce repair and maintenance costs. Eliminate the need to outsource dike mowing.
Cost Calculation:	Estimate
O & M Impact:	"Remain in compliance with USACE standards in order to remain in an "active" status in the Rehabilitation and Inspection Program." (COW O&M Manual, Page 9)

BUDGET		
	Estimate	% of Total
Tractor	\$ 275,000	100%
TOTAL	\$ 275,000	100%

FUNDING SOURCES		
Source	Amount	% of Total
Storm 028-430	\$ 123,750	45%
Sewer 038-430	\$ 27,500	10%
Streets 040-431	\$ 123,750	45%
TOTAL	\$ 275,000	100%



SCHEDULE		
Fiscal Year	Amount	% of Total
2023-24	\$ 275,000	100%
2024-25		0%
2025-26		0%
2026-27		0%
2027-28		0%
2028-29		0%
TOTAL	\$ 275,000	100%

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

CONTRACT:

This Contract, made and entered into this ____ day of October 2023, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Deere and Company, 2000 John Deere Run, Cary, NC, 27513 (FED ID: 36-2382580; UEID: FNSWEDARMK53), 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: John Deere 6145M Cab Tractor and Diamond Mower Implements)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached Quote ID: 28195777, dated October 3, 2023, 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 \$267,446.62 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing Public Works John Deere Tractor/Mower 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 City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Jose Sosa.

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



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:

Jose Sosa

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113

Tel: 503-648-1171

Fax: 503-640-4035

Email: jsosa@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE



Quote Id: 28195777

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113
503-648-1171
agcornelius@papemachinery.com

Prepared For:

CITY OF WARRENTON PUBLIC WORKS

Proposal For:

Delivering Dealer:

Jose Sosa

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113

agcornelius@papemachinery.com

Quote Prepared By:

Jose Sosa

jsosa@papemachinery.com

Date: 08 February 2023

Offer Expires: 31 October 2023

Confidential



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Pape Machinery, Inc.
 3793 Baseline Street
 Cornelius, OR 97113
 503-648-1171
 agcornelius@papemachinery.com

Quote Summary

Prepared For:
 CITY OF WARRENTON PUBLIC WORKS
 PO BOX 250
 WARRENTON, OR 97146

Delivering Dealer:
Pape Machinery, Inc.
 Jose Sosa
 3793 Baseline Street
 Cornelius, OR 97113
 Phone: 503-648-1171
 jsosa@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote ID: 28195777
Created On: 08 February 2023
Last Modified On: 03 October 2023
Expiration Date: 31 October 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6145M Cab Tractor Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: September 27, 2023	\$ 148,224.32 X	1 =	\$ 148,224.32
DIAMOND MOWERS DIAMOND MOWERS DBM-C-O Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date:	\$ 66,980.00 X	1 =	\$ 66,980.00
DIAMOND MOWERS DBR050-H Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date:	\$ 12,601.60 X	1 =	\$ 12,601.60
DIAMOND MOWERS 107 Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date:	\$ 10,820.00 X	1 =	\$ 10,820.00
DIAMOND MOWERS 120 Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date:	\$ 3,051.20 X	1 =	\$ 3,051.20
DIAMOND MOWERS DIAMOND MOWERS IBC Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date:	\$ 2,336.00 X	1 =	\$ 2,336.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113
503-648-1171
agcornelius@papemachinery.com

DIAMOND MOWERS DIAMOND MOWERS 48-0003 \$ 7,575.10 X 1 = \$ 7,575.10

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date:

DIAMOND MOWERS DIAMOND MOWERS DRF102-OF \$ 14,278.40 X 1 = \$ 14,278.40

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date:

DIAMOND MOWERS DIAMOND MOWERS 44-0348 \$ 1,580.00 X 1 = \$ 1,580.00

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date:

Equipment Total \$ 267,446.62

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 267,446.62
Trade In	
SubTotal	\$ 267,446.62
Est. Service Agreement Tax	\$ 0.00
Total	\$ 267,446.62
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 267,446.62

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 28195777

Customer Name: CITY OF WARRENTON PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113
503-648-1171
agcornelius@papemachinery.com

JOHN DEERE 6145M Cab Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price *
\$ 148,224.32

Price Effective Date: September 27, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00TOL	6145M Cab Tractor	1	\$ 179,464.00	24.00	\$ 43,071.36	\$ 136,392.64	\$ 136,392.64
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
874B	Alternator 14 V/210 A	1	\$ 401.00	24.00	\$ 96.24	\$ 304.76	\$ 304.76
878W	Panorama roof	1	\$ 969.00	24.00	\$ 232.56	\$ 736.44	\$ 736.44
1436	PowrQuad™ PLUS 24F/24R - 40 km/h	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2085	6M Cab - Standard Cab with RH Console	1	\$ 3,806.00	24.00	\$ 913.44	\$ 2,892.56	\$ 2,892.56
2142	Standard Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3223	Hydraulic Pump - 114 l/min	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3338	3 Mechanical SCVs (3 SCVs 450 Series)	1	\$ 1,412.00	24.00	\$ 338.88	\$ 1,073.12	\$ 1,073.12
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4121	Draft Links with Telescopic Ball End - Category 3N / Category 3	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment



Quote Id: 28195777 Customer Name: CITY OF WARRENTON PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Pape Machinery, Inc.
 3793 Baseline Street
 Cornelius, OR 97113
 503-648-1171
 agcornelius@papemachinery.com

4213	Center Link with Ball End - Category 3	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5249	Rear Wheels 540/80R38 - Special Profile	1	\$ 3,126.00	24.00	\$ 750.24	\$ 2,375.76	\$ 2,375.76
5915	Rear and Front Tire Brand - Nokian	1	\$ 220.00	24.00	\$ 52.80	\$ 167.20	\$ 167.20
6045	4WD Front Axle - Unsprung	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6255	Front Wheels 440/80R28 - Special Profile	1	\$ 2,268.00	24.00	\$ 544.32	\$ 1,723.68	\$ 1,723.68
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8002	Toolbox	1	\$ 115.00	24.00	\$ 27.60	\$ 87.40	\$ 87.40
8307	Fuel Tank Bottom Guard	1	\$ 603.00	24.00	\$ 144.72	\$ 458.28	\$ 458.28
8380	Preparation for Front Auxiliary Drive	1	\$ 869.00	24.00	\$ 208.56	\$ 660.44	\$ 660.44
8385	Heavy-Duty Rear PTO	1	\$ 434.00	24.00	\$ 104.16	\$ 329.84	\$ 329.84
8725	Beacon Light	1	\$ 302.00	24.00	\$ 72.48	\$ 229.52	\$ 229.52
8747	Battery 12 V/174 AH	1	\$ 170.00	24.00	\$ 40.80	\$ 129.20	\$ 129.20
8763	Heavy Duty Rear Wheel Brakes	1	\$ 184.00	24.00	\$ 44.16	\$ 139.84	\$ 139.84
8782	Backup Alarm	1	\$ 689.00	24.00	\$ 165.36	\$ 523.64	\$ 523.64
	Standard Options Total		\$ 15,568.00		\$ 3,736.32	\$ 11,831.68	\$ 11,831.68
	Technology Options/Non-Contract/Open Market						
1801	No AutoTrac™ Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
	Technology Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$	\$ 46,807.68	\$	\$	\$
			195,032.00			148,224.32	148,224.32



JOHN DEERE

Selling Equipment



Quote Id: 28195777

Customer Name: CITY OF WARRENTON PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113
503-648-1171
agcornelius@papemachinery.com

DIAMOND MOWERS DIAMOND MOWERS DBM-C-O

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

\$ 66,980.00

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	DBM-C-O 30 FOOT REAR CRADLE BOOM- INCLUDES BOOM, MO	1	\$ 75,635.00	20.00	\$ 15,127.00	\$ 60,508.00	\$ 60,508.00
Dealer Attachments/Non-Contract/Open Market							
1	FREIGHT	1	\$ 6,472.00	0.00	\$ 0.00	\$ 6,472.00	\$ 6,472.00
Dealer Attachments Total			\$ 6,472.00		\$ 0.00	\$ 6,472.00	\$ 6,472.00
Total Selling Price			\$ 82,107.00		\$ 15,127.00	\$ 66,980.00	\$ 66,980.00

DIAMOND MOWERS DBR050-H

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

\$ 12,601.60

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	DBR050-H 50 IN BOOM ROTARY MOWER	1	\$ 15,752.00	20.00	\$ 3,150.40	\$ 12,601.60	\$ 12,601.60
Total Selling Price			\$ 15,752.00		\$ 3,150.40	\$ 12,601.60	\$ 12,601.60

DIAMOND MOWERS 107



JOHN DEERE

Selling Equipment



Quote Id: 28195777

Customer Name: CITY OF WARRENTON PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113
503-648-1171
agcornelius@papemachinery.com

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

\$ 10,820.00

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	107 FIVE-FUNCTION IBS, PROPORTIONAL JOYSTICK	1	\$ 13,525.00	20.00	\$ 2,705.00	\$ 10,820.00	\$ 10,820.00

Total Selling Price	\$ 13,525.00	\$ 2,705.00	\$ 10,820.00	\$ 10,820.00
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DIAMOND MOWERS 120

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

\$ 3,051.20

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	120 HYDRAULIC ROTARY HEAD ROTATOR	1	\$ 3,814.00	20.00	\$ 762.80	\$ 3,051.20	\$ 3,051.20

Total Selling Price	\$ 3,814.00	\$ 762.80	\$ 3,051.20	\$ 3,051.20
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DIAMOND MOWERS DIAMOND MOWERS IBC



JOHN DEERE

Selling Equipment



Quote Id: 28195777 Customer Name: CITY OF WARRENTON PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113
503-648-1171
agcornelius@papemachinery.com

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

\$ 2,336.00

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	DIAMOND MOWERS IBC SMART SCREEN	1	\$ 2,920.00	20.00	\$ 584.00	\$ 2,336.00	\$ 2,336.00
Total Selling Price			\$ 2,920.00		\$ 584.00	\$ 2,336.00	\$ 2,336.00

DIAMOND MOWERS DIAMOND MOWERS 48-0003

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

\$ 7,575.10

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	48-0003 FACTORY AUTHORIZED MOUNT-REAR CRADEL BOOM	1	\$ 11,654.00	35.00	\$ 4,078.90	\$ 7,575.10	\$ 7,575.10
Total Selling Price			\$ 11,654.00		\$ 4,078.90	\$ 7,575.10	\$ 7,575.10

DIAMOND MOWERS DIAMOND MOWERS DRF102-OF



JOHN DEERE

Selling Equipment



Quote Id: 28195777 Customer Name: CITY OF WARRENTON PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Pape Machinery, Inc.
 3793 Baseline Street
 Cornelius, OR 97113
 503-648-1171
 agcornelius@papemachinery.com

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

\$ 14,278.40

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	DRF102-OF 102" OFFSET 3-POINT HITCH FLAIL MOWER	1	\$ 17,848.00	20.00	\$ 3,569.60	\$ 14,278.40	\$ 14,278.40
Total Selling Price			\$ 17,848.00		\$ 3,569.60	\$ 14,278.40	\$ 14,278.40

DIAMOND MOWERS DIAMOND MOWERS 44-0348

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

\$ 1,580.00

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	44-0348 HYDRAULIC QUICK COUPLER BOOM HEAD KIT- IF BUYING 2 HEADS	1	\$ 1,975.00	20.00	\$ 395.00	\$ 1,580.00	\$ 1,580.00
Total Selling Price			\$ 1,975.00		\$ 395.00	\$ 1,580.00	\$ 1,580.00

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.
2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.
3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.
4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.
5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.
6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Esther Moberg, City Manager

DATE: 10/24/2023

Honorable Mayor and City Commissioners,

The City of Warrenton has received a request to waive the fees for use of the Community Center during the annual free community Thanksgiving Dinner. Fort Stevens VFW Post and Auxiliary 10580 will be managing the dinner again this year. They are requesting use of the center for Wednesday and Thursday, November 23 and 24, 2023. The cost of last year's rental fee was covered by the Commission approving using funds from the Warrenton Business License fund.

It is the recommendation of the City Manager not to waive the fee but pay for the \$898 fee from the Warrenton Business License fund. The VFW will cover the deposit.

RECOMMENDATION/SUGGESTED MOTION

"I move the City cover the cost of use of the Community Center for the annual free Community Thanksgiving Dinner by using funds in the Warrenton Business License fund.

ALTERNATIVE

"I move to waive the fee for use of the Community Center for the annual free Community Thanksgiving Dinner."

FISCAL IMPACT

There is room in the Warrenton Business License fund to pay for the use of the center. If the fee is waived, the Community Center Budget will have to absorb the cost of the event. The Community Center will have to cover the cost of staff, utilities, and cleaning costs even if the fee is waived which does have impact on the small operating budget of the Community Center.

Approved by City Manager:



**Fort Stevens 10580 VFW Auxiliary
PO Box 233
Warrenton, Oregon 97146**

October 14, 2023

City of Warrenton
170 SW 3rd Street
Warrenton, OR 97146

RE: Community Thanksgiving

Greetings,

We would like to use the Community Center to prepare the Annual Community Thanksgiving Dinner. We would like to use the Community Center on Wednesday November 22, 2023, for food preparation and Thursday, November 23, 2023 for Thanksgiving Day.

It is our intention to have in house seating as well as delivery and curbside pickup. We are asking that the City of Warrenton waive the Community Center rental fees as you have done in previous years. Please advise your decision as soon as possible so we may begin our action plan.

Thank you for your consideration of our request.

Debbie Little

Debbie Little, President
Fort Stevens 10580 VFW Auxiliary

Warrenton Community Center

(503) 861-2233

LOCATION: 170 SW 3RD ST
WARRENTON, OR 97146

MAILING ADDRESS: PO BOX 250
WARRENTON, OR 97146

Rental Application

DATE(S) RESERVED: 11-23-22 TIME(S) RESERVED: 8 AM - 8 PM
11-24-22 6 AM - 8 PM

TYPE OF EVENT: Community Thanksgiving

ESTIMATED ATTENDANCE: 300+ (MAXIMUM CAPACITY = 135)

NAME OF ORGANIZATION, GROUP, OR INDIVIDUAL: Fort Stevens VFW Post & Auxiliary 10580

CONTACT PERSON: Debbie Little HOME PHONE: 503) 739-0661
NAME: Debbie Little
MAILING ADDRESS: 9127 Sunnyside Rd Warrenton OR 97146
BUSINESS PHONE: _____ CELL: As above

ALTERNATE CONTACT PERSON: Bert Little HOME PHONE: 503) 739-1071
NAME: Bert Little
MAILING ADDRESS: as above
BUSINESS PHONE: _____ CELL: _____

PERSON RESPONSIBLE FOR CLEANING: _____ PHONE: _____
(SEE CLEANING INSTRUCTIONS ATTACHED)

Check here if you would like us to clean and deduct the fee from your deposit

SEE ATTACHED RATE STRUCTURE			
CLEANING AND KEY DEPOSIT FEE:		FEE	TOTAL
KEYS:	<u>(auxiliary)</u> X	\$10.00	
CLEANING:	<u>(regular) \$75.00</u> or <u>(alcohol) \$200.00</u>		<u>75.00</u>
TOTAL DEPOSIT:			<u>75.00</u>

RENTAL FEES:				
Check One	HOURS RENTED	X	RATE	RENTAL FEE
<input checked="" type="checkbox"/> Meeting Room, food in Center	ALL DAY		\$449 per day	<u>898.00</u>
<input type="checkbox"/> Meeting Room Only, no food	ALL DAY		\$321 per day	
<input type="checkbox"/> Meeting Room, food in Center			\$50 per hr	
<input type="checkbox"/> Meeting Room Only, no food			\$40 per hr	

LIST SUPPLIES WANTED TO RENT

TOTAL RENT: 898.00
GRAND TOTAL FEES: 973.00

To be paid by City if approved.
From WBL Funds
HOLIDAY + community events.

I/we hereby apply for the use of the above facility and agree to assume full responsibility for the conduct of guests and any damage done to the premises during the period of use. I understand the deposit will be refunded only if the building is clean and in the same condition as I/we found it. Upon notification, refunds of the deposit, for cancellation, will be due as per the schedule in the Community Center Rate Schedule. I have read the attached "General Rules and Guidelines and "Cleaning Instructions" and agree to those conditions of use.

Signature: Debbie Little
Date: 9-23-22

MAKE CHECKS PAYABLE TO: CITY OF WARRENTON
225 S. MAIN
P. O. BOX 280
WARRENTON, OR 97146

Please return all completed applications to City Hall at the above address.

Internal use only			
	Amount	Receipt #	Date
Deposit fee paid:	_____	_____	_____
Rental fee paid:	_____	_____	_____
fee paid:	_____	_____	_____
fee paid:	_____	_____	_____
Staff:	_____	_____	_____
Calendar:	_____	_____	_____