



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON

REGULAR MEETING

July 9, 2019 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue

Warrenton, OR 97146

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1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes- 6.11.19
- B. City Commission Meeting Minutes – 6.25.19

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 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. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** - None

7. **BUSINESS ITEMS**

- A. Presentation – Hammond Marina Task Force Recommendations

- B. Consideration of Evoqua Water Technologies Contract - Water Treatment Plant Filter Replacement
- C. Consideration of Parks Advisory Board Recommendations
- D. Consideration of 2019-2020 Police Dispatch Services Agreement
- E. Consideration of 2019-2020 Fire Dispatch Services Agreement
- F. Consideration of Hammond Marina Food Truck License Agreement
- G. Consideration of VFW Request for Lease – Old Library Building
- H. Consideration of City Manager Vacation 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  
Regular Meeting – June 11, 2019  
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, Rick Newton, Pam Ackley, and Mark Baldwin  
Excused: Tom Dyer

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

City Manager Linda Engbretson requested to add an executive session to the agenda for Real Property transactions. Mayor Balensifer added Discussion Item 8-A; City Manager annual review. There were no objections to the agenda additions.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 05.28.19
- B. City Commission Work Session Minutes – 04.16.19
- C. Community Center Meeting Minutes – 03.21.19
- D. Liquor License Application – Side Road Café

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

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

COMMISSIONER REPORTS

Commissioner Ackley noted we are moving towards wrapping up our task force, by July 9. She noted the first Fishermen & Farmers Market on June 20.

Commissioner Newton noted the new sign at the library. He also stated he and Ms. Engbretson went to the PSCC meeting, and gave an update on state mental health issues. He also mentioned the first market on June 20, stating he is working on promotional ideas to make the market a success. He also reported that he attended the Astoria Sunday Market and personally handed out the Fisherman and Farmers Market flyer to each of the booths. He thanked the Warrenton High

School kids for cleaning up trash on the roadsides. He discussed the Port meeting that he & Mayor Balensifer attended.

PUBLIC COMMENT – Tony Faletti spoke in regards to the recycling rates. He stated if Recology is going to raise rates, he would like to see the City Commission require them to put locks on every recycle bin throughout the city. He stated this will help keep the city a little cleaner. He recalled that Commissioner Baldwin, in a prior term, had also advocated for locks on recycle bins. He suggested giving Recology six months to a year to satisfy the request.

PUBLIC HEARING – None

### BUSINESS ITEMS

Recology Rate Analyst, Dave Larmouth, discussed the annual recycling rate review. He noted the agreement with the city for recycling services and the percentages of the increases. He also stated the county has requested that they increase the hazardous waste surcharge, due to the cost of the new facility and the increased costs to process- that rate is included in the proposed rate increase. He further discussed the hazardous waste facility. Mayor Balensifer discussed wind latches, noting the city pushed for them last year and we need to get it done. He continued to explain that when it gets windy, recycling is all over the streets. The conversation continued. Mayor Balensifer stated he wants to make it clear that the commission wants the wind latches. The discussion continued. Mr. Larmouth stated Recology will put wind latches on all recycling carts in Warrenton, and will come back with a timeframe for completion. After a brief discussion, Mr. Larmouth clarified that the rates would not be increased until the wind latches have been installed.

**Commissioner Baldwin made the motion to amend Resolution No. 2541, amending the effective date of the rate increase, to be effective the first of the month following the completion of the wind latch installation program city-wide. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

**Commissioner Baldwin made the motion to conduct the first reading by title only of Resolution No. 2541 as amended; Adopting and Setting New Rates for Residential Recycling Services Establishing the First of the Month after Completion of the Wind Latch Installation Program City-wide, as the Effective Date and Repealing all Resolutions in Conflict. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

Mr. Stelzig discussed Resolution No. 2542, establishing new water rates, noting the rate increase of 5%, based off our last rate study. He noted the corrected Exhibit B; discussion followed on the rate increases over the past few years. Commissioner Baldwin expressed his dismay regarding the way the increases have been administered. He stated he would like the city to look into the future farther and choose a rate that will sustain the financial needs of the city for a longer

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period. Mr. Stelzig noted that initially the department did present different suggestions for increase schedules, and they were not approved by the Commission at that time. The conversation continued. Commissioner Ackley questioned what the process is for going back and making changes to the approved rate schedule. Ms. Engbretson explained the process of gathering information and the protocol. Mayor Balensifer suggested advising staff to propose a different structure for the rate study before the next budget season. The conversation continued. Ms. Engbretson noted there is specific criteria we need to base the rate increases on- future needs and future projects. Commissioner Baldwin noted that through collaboration of staff, rather than have another rate study done, he would like to see different numbers, reflecting how long various rates would sustain the city. Commissioner Newton noted he would like to stick with the current rate increase strategy that commission chose. Mayor Balensifer stated he would at least like to see what the numbers would be and the decision can be made before next budget season, based off of the information gathered.

**Commissioner Ackley made motion to conduct the first reading by title only of Resolution No. 2542; Adopting Water Department Rates and Fees, Establishing July 1, 2019 as the Effective Date and Repealing Any Other Resolution in Conflict. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

Ms. Engbretson asked for clarification on what Mayor Balensifer expects of staff in regards to reviewing the rates. The conversation briefly continued. Mayor Balensifer stated he would like to know what sustainable rates would look like if they were to remain at a consistent rate for a longer period of time.

Mr. Stelzig discussed Resolution No. 2543, establishing new sanitary sewer rates, with an increase of 4% for the fiscal year 2019-2020. He noted the suggested increases from the last rate study. Mayor Balensifer stated that he would like to compare Astoria rates to our rates to obtain a better understanding of the cost of living. Mr. Stelzig noted he has that information and Warrenton is right in the middle of the rate scale. The discussion continued.

**Commissioner Ackley made the motion to conduct the first reading by title only of Resolution No. 2543; Adopting Sanitary Sewer Department Rates and Fees, Establishing July 1, 2019 as the Effective Date and Repealing Any Other Resolution in Conflict. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

Mr. Stelzig stated a public bid was held on May 23 for the paving improvements project. He noted Bayview Transit Mix, Inc. was the only responsive bidder. Brief discussion followed.

**Commissioner Ackley made the motion to approve awarding the contract for the 2018 Warrenton Paving Improvements Project to Bayview Transit Mix, Inc. for the amount of \$237,483.00. Motion was seconded and passed unanimously.**

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**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

**Commissioner Ackley made the motion to authorize the Mayor’s signature on the 2018-2019 Paving and Maintenance Program contract documents. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

Mr. Stelzig noted the deductive change order; item 7-G. He also noted that he met with CAT from Head Start. He continued to say they have been communicating to negotiate options for moving forward on the project. He stated there was only one proposal received for the Head Start Siding Repair Project. This proposal was from John Wilson Construction in the amount of \$58,105.00. Discussion continued on the lease that goes through 2036. Ms. Engbretson noted the possibility of deeding or selling the building to Head Start; may need authorization from the county. Discussion continued on the project. Commissioner Baldwin asked for clarification on whether we are doing the additional items. Mr. Stelzig stated not at this time, we are just asking to approve the base bid. He noted that they will do the windows, and depending on how the project goes, we can add items.

**Commissioner Baldwin made the motion to accept the proposal from John Wilson Construction, in the amount of \$58,105. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

**Commissioner Ackley made the motion to approve Change Order 1 for the Head Start repair project. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

Finance Director April Clark presented Resolution No. 2546; raising rental rates and fees for the Warrenton Community Center. She stated the advisory board recommended a \$1.00 increase to hourly rental rates and a corresponding percent increase to the all day rates. She noted the rate increase was presented at the budget meetings.

**Commissioner Newton made the motion to conduct the first reading by title only of Resolution No. 2546; Adopting and Setting Rental Rates and Fees for the Warrenton Community Center effective July 1, 2019. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

City Manager, Linda Engbretson, presented Resolution No. 2539 for its second reading and adoption. She noted the first reading was held at the May 28 City Commission meeting. Changes go in effect July 1, 2019. She noted as an example, the total adjustment for a single family dwelling would amount to \$ 649.00. Mayor Balensifer stated this resolution clarifies the intent of Resolution No. 2401, which updates the development charges.

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**Commissioner Ackley made the motion to conduct the second reading of Resolution No. 2539, by title only. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

**Mayor Balensifer conducted the second reading of Resolution No. 2539; a Resolution Clarifying the Intent of Resolution No. 2401; Updating System Development Charges, Adopting Methodology Therefore and Repealing Resolution No. 2362.**

**Commissioner Baldwin made the motion to adopt Resolution No. 2539. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

#### DISCUSSION ITEMS

Mayor Balensifer noted it is time for the City Manager's review. Ms. Ackley stated they will use the same evaluation form as last year and will take an executive session at the next meeting to review. Ms. Engbretson stated she is ok with having her review in the public session, but will agree to an executive session.

#### GOOD OF THE ORDER

Commissioner Newton thanked Chief Workman for going to the grade school. He stated they presented the BUGS awards, handing out four \$75.00 Walmart Gift Cards. He also noted Kiwanis will be selling raffle tickets for a Mustang giveaway at the Seaside car show next weekend. Proceeds go to Dornbeckers - last year they donated \$94,000.00. He discussed the deferred maintenance the Port, and stated he doesn't want to get in that situation. He noted he made a mistake –for transparency he would like to disclose that his son works for Recology, however, this would not affect his vote. Mayor Balensifer noted that it was a unanimous vote; however, he does not see a conflict of interest and appreciates the transparency.

Commissioner Ackley discussed RDI and noted Debbie Morrow has set up an account so that people who are interested in donating to RDI can make checks payable to Warrenton Hammond Downtown Revitalization Team. She further discussed RDI. Ms. Engbretson noted that the identified projects may still need city approval. Mayor Balensifer thanked Commissioner Ackley for her work on the RDI and noted he is excited to see the progress.

Commissioner Baldwin acknowledged the schools and stated he watched the championship baseball game. "We have great kids in our community; the kids thanked everyone for coming despite the outcome. Parents are doing a great job and we have great community members coming up."

Ms. Engbretson stated she and Mr. Cronin met with a RARE representative and they have been notified that we are now invited to do the final application at the end of June. She also noted the

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Fire Department will be applying for an audit with the energy trust. She agreed with Commissioner Baldwin that Mark Jeffries has been key in creating a great level of cooperation with the school.

Commissioner Baldwin noted the Fenton Building and is recommending that if we cannot get a response quickly in regards to the siding repair, we should look into a nuisance notice.

Mayor Balensifer clarified that he does not represent the city on the Airport Advisory Committee. The discussion continued.

There being no further business, Mayor Balensifer recessed the regular meeting at 7:07 p.m., and announced they will now meet in executive session under ORS 192.660(2)(e); *to deliberate with persons designated by the governing body to negotiate real property transactions*, and 192.660(2)(h). He stated the Commission is not expected to return to regular session to take action on any item considered in the executive session.

Mayor Balensifer adjourned the regular session at 7:18 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder

APPROVED:

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Henry A. Balensifer III, Mayor

ATTEST:

\_\_\_\_\_  
Dawne Shaw, City Recorder



MINUTES  
Warrenton City Commission  
Regular Meeting – June 25, 2019  
6:00 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:05 p.m., and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Rick Newton, Tom Dyer, Pam Ackley, and Mark Baldwin

Staff Present: City Manager Linda Engbretson, City Attorney Spencer Parsons, Community Development Director Kevin Cronin, Finance Director April Clark, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, Fire Chief Tim Demers, Library Site Manager Nettie-Lee Calog, Library Aide Laura Lattig, and City Recorder Dawne Shaw

Mayor Balensifer noted an amendment to the agenda to move Commissioner Reports to right before the Good of the Order; there were no objections.

CONSENT CALENDAR

- A. City Commission Work Session Minutes- 1.23.19
- B. Fire Department Activity Report
- C. Police Department Activity Report
- D. Finance Department Activity Report
- E. Parks Advisory Board Minutes - 01.14.19
- F. Parks Advisory Board Minutes - 02.11.19
- G. Parks Advisory Board Minutes - 04.08.19
- H. Community and Economic Development Department Fiscal Year 2019-2020

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

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

Mayor Balensifer presented a plaque to retiring Senior Police Officer, Len Mossman, and also presented Mrs. Mossman with flowers. He thanked Officer Mossman for his twenty one years of dedicated service.

Mayor Balensifer recessed the regular meeting at 6:08 to conduct the URA meeting. He reconvened the Regular Meeting at 6:10 p.m.

City Manager, Linda Engbretson, requested to add an agenda item; a License Agreement for Tres Bros food truck. There were no objections; it will be added to the agenda as item 7-H.

PUBLIC COMMENT – None

PUBLIC HEARING

Mayor Balensifer opened the Public Hearing on Resolution No. 2547; A Resolution Declaring the City of Warrenton's Election to Receive State Revenues for Fiscal Year 2019-2020. Formalities followed and no conflicts of interest were reported. City Recorder, Dawne Shaw, presented her staff report. She noted State Revenue Sharing Law ORS 221.770 requires cities to pass an ordinance or resolution each year stating they want to receive State Revenue Sharing Funds. She noted the estimated revenues as outlined in the agenda packet. She continued to state the attached resolution meets state requirements and declares the City's election to receive State Revenues for the 2019-2020 Fiscal Year. Mayor Balensifer asked for Public Comment. No one spoke in favor or in opposition. There being no further comments, Mayor Balensifer closed the public hearing.

**Commissioner Ackley made the motion to adopt Resolution No. 2547; A Resolution Declaring the City of Warrenton's Election to Receive State Revenues for Fiscal Year 2019-2020. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

Mayor Balensifer opened the Public Hearing on Resolution No. 2545; Adopting the City of Warrenton FY 2019-2020 Budget as approved by the Warrenton Budget Committee and levying taxes for municipal purposes of the City of Warrenton for the fiscal year commencing July 1, 2019 and ending June 30, 2020. Formalities followed and no conflicts of interest were reported. City Manager, Linda Engbretson, presented her staff report on the proposed budget, and outlined figures as presented in the agenda packet. She noted the city wide budget is proposed at a total sum of \$36,478,753.00. The total General Fund Services, which is property tax, only includes: municipal, administration, finance, Commission, community development, police, fire, park contingency, and transfers. She continued to state the general fund property tax support budget fund is \$4,932,529.00; all other funds are self-funded through user rates and other fees, and receive no property tax support. Mayor Balensifer asked Ms. Engbretson to state for the record what the difference between our increased Property Tax Revenues and our PERS liability that increased this year. Ms. Engbretson stated she believes PERS Impact Liability that effected the General Fund were more than what we received in Property Tax Revenue. City wide was approximately \$150,000.00, and \$50,000.00 of that was a direct impact to the General Fund; taxes were just around \$45,000.00 in Property Taxes. Mayor Balensifer clarified that was the increase in property taxes we received from all the new growth. Ms. Engbretson confirmed. Mayor Balensifer asked for public comment. No one spoke in favor or in opposition. There being no further comments, Mayor Balensifer closed the public hearing.

**Commissioner Ackley made the motion to adopt Resolution No. 2545; Adopting the 2019-2020 Budget as Approved, Submitted and Acted Upon by the Levying Board and Budget**

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**Committee of the City of Warrenton, Making Appropriations and Levying Taxes for Municipal Purposes of the City of Warrenton for the Fiscal Year Commencing July 1, 2019 and ending June 30, 2020. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

Mayor Balensifer opened the Public Hearing on the Clear Lake Subdivision-Variance and Wetland Hardship Variance Appeals. Formalities followed. Commissioner Newton noted a conflict of interest, stating he is working with Gil Gramson to buy a piece of property, and will recuse himself. Mayor Balensifer disclosed that he had folks from the Smith Lake Association attend Mayor's Coffee, he has heard from individuals concerned about wetland issues, and has also heard that applicant Rod Gramson was going to appeal the issue. He continued to state that he was in contact with individuals from Smith Lake. City Attorney, Spencer Parsons, asked for clarification on the contacts and asked if they were general in nature. Mayor Balensifer stated yes, except for the Smith Lake information which was submitted to the City Commission as a whole. Mr. Parsons clarified that the packet was for the entire Commission. Mayor Balensifer confirmed, noting that the Smith Lake Information is not currently in the record, but it is in the packet. A member of the audience questioned Commissioner Ackley as being impartial, considering she is in real estate and has a current house listing in Smith Lake. Commissioner Ackley stated she had no idea there was an appeal going on when she listed the house last week. Mr. Parsons stated Commissioner Ackley will need to state whether or not having a listing or potential listing somewhere in the vicinity is going to affect her ability to render an impartial decision. Commissioner Ackley stated absolutely not. Mayor Balensifer discussed de novo and asked if the Commission would like to motion to hold the hearing de novo. Mayor Balensifer stated he thinks that Commission should hold a de Novo because it opens the Smith Lake Information and anything else that people want to enter into the record. He also stated he thinks it's a cleaner processes, and asked Mr. Parsons his thoughts on the matter. Mr. Parsons stated that from a procedural stand point he doesn't see any reason why the Commission can't do that; it would avert any potential claims that somebody's ability to participate has been denied.

**Commissioner Dyer made the motion to hold the hearing de novo. The motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

Community Development Director, Kevin Cronin, presented his staff report, and noted there are two appeals pertaining to the Clear Lake subdivision. He stated on April 25, 2019, the Planning Commission approved subdivision variance and wetland hardship variance applications for a 15 lot single family development, north of the terminus of SW Kalmia Avenue; this was approved with 14 conditions of approval. Mr. Cronin noted the deadline is August 14 and reviewed the conditions point by point, as outlined in the agenda memo. Mayor Balensifer discussed the parks requirement and the inadequacy of the roadway. He stated the roadway is pretty insufficient in many regards. He asked what the city staff thought process was in regards to the street. Mr. Cronin clarified that the existing stretch of road on Kalmia is currently narrow, so for consistency sake, they wanted to keep the two stretches fairly similar. He stated it's also a dead end into a cul-de-sac; giving argument for a narrower roadway. He continued to state that

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according to the new TSP standards it does meet the requirements. Mayor Balensifer discussed the wetland hardship; he stated the hardship was in part created by the applicant. The conversation briefly continued. Mr. Cronin addressed Mr. Rod Grandsons' appeal points. He stated he finds the appeal points baseless and in summary rejects them in total. Commissioner Dyer asked what the Fire Chief's position is in regards to the road. Fire Chief Demers noted they addressed the condition in the staff report and they deemed it as acceptable.

Mr. Skip Urling spoke on behalf of the applicant. He first stated that they would like to withdraw their appeal on condition number 4. He discussed the fence (wall) and reviewed the municipal code 16.124.050(A) providing copies for the Commission. Mr. Urling stated they are okay with the landscaping plan and using the mitigation plan that would be approved by the Department of State Lands (DSL). He then discussed the street that would be extended out to Ridge Road; they are agreeable to preserving the fifty foot right away, but they do not feel that anything more than emergency access is needed at this point in time. He discussed the wetland issues; stating that the fifteen units was not to avoid additional conditions concerning the parks requirement. It was the R10 lot size requirement; 15 units was a stretch to begin with.

The project civil engineer, Mr. Hoovestol, spoke on behalf of the applicant. He noted items to enter into the record: Exhibit 1 - Smith Lake Impact Letter, 3 additional plans/drawing, and Exhibit 2- Concept Road Plans. He stated in short, their main concern is causing Smith Lake to back up. He stated from an engineering perspective he does not see that happening. He discussed the access road. He then discussed the wildlife fence and that it should be a decision by the individual property owners and explained why.

Terry Ferguson, project superintendent for Sandridge Construction, spoke on behalf of the applicant. He stated he spoke to current residents about the secondary access road and many of them don't want it, it will create more traffic into the subdivision. He spoke about the allegations made regarding filling wetlands without a permit. Mayor Balensifer noted the notice of action from Dan Carey, Department of State Lands, pertaining to a wetland issue; he asked if Mr. Ferguson could speak to that relating to the development. Mr. Ferguson stated he does not recall anything of that nature. He addressed the park requirement that was brought up earlier in the meeting. He stated he came to City Hall to turn in a design for a park, and Mr. Gramson was going to pay for it. He presented it to the parks advisory board, and the advisory board stated they did not want the park because they did not want to maintain it. He continued to state that we did offer them a park and they didn't want it and turned him down. Mr. Cronin discussed the history on the grading and stated he believes it is still an active case and does not know what the next steps are at this point in time.

Mayor Balensifer asked for public comments in favor of the subdivision. Terry Miller spoke in favor of the subdivision. He noted he thinks this is a good development and there is a real need for housing developments. The existing development has turned out very nice, and in his opinion it is a model development. He continued to state thinks providing more homes in our community to this standard is a plus and believes all the conditions/requirements have been met and that the applicant is not trying to take any short cuts.

Eric Hoovestol gave comments in favor of the subdivision. He explained that the way he understood the road width concerns was when they submitted their application the new

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Transportation Plan had not yet been adopted requiring the thirty six feet. He also stated he is anticipating concerns surrounding the wetland issues and wanted to note that they are only filling approximately .33 of an acre and have been working directly with the Department of State Lands to follow all their requirements and they are also following City Code.

Mayor Balensifer asked Mr. Parsons for process clarification. Mr. Parsons noted it would be best as one single process.

Jeffrey Kleinman, representing the appellant, distributed a memorandum (Exhibit 3) outlining Mr. Rod Gramsons' appeal. He noted the property the subdivision is to be built on was never partitioned from the parent parcel. It was only conveyed by deed in 2017, concluding it is not a legal lot or unit of land that can be subdivided at this point. He stated in his opinion the applicant should start over from the beginning and do this correctly. He further discussed the requested variance for the cul-de-sac, he cited municipal code 16.272.020(A) and explained how he believes it applies to the subdivision. He explained municipal code 16.272.020 and 16.156.080(A) pertaining to the appeal as outlined in the memorandum. He stated that contrary to some assurances that were made on the record that the Department of State Lands has not approved the grading or filling of the property. He referenced an enforcement letter dated December 10, 2018 and attached a copy as Exhibit C. Mayor Balensifer requested the record reflect that this was already in the record. Mr. Kleinman continued to discuss the wetlands stating he also included a wetland boundary map which shows that there are ways the applicant can develop without the hardship variance. He stated that if DSL doesn't approve all these things the applicant has to start over and reconfigure the development; with that in mind we would argue that it is improper to defer compliance to a later review by DSL. He stated bearing in mind the applicant has the burden of proof, the soil and ground water analysis of this site was carried out by a consultant called GEO Engineers and also by the primary project consultant, Firwood Design Group. When you look into their reports they are not the same site; one is significantly different than one another, thus he does not believe the applicant has made his burden of proof. He further discussed the road access and street connection. Commissioner Ackley asked for clarification on the lot number being discussed. She stated there is no survey she can see on county records pertaining to lot 1302.

The appellant, Mr. Rod Gramson, spoke in opposition. He stated there should be full access to Ridge Road. The costs are not the responsibility of the City or anyone else, it should be at the cost of the developer. He stated if they put a gravel road in that's just more maintenance for the city.

Mr. Caplinger also spoke on behalf of the appellant. He noted in regards to Commissioner Ackley's prior question to lot 1302; he has worked for the County for a number of years and he is certain that is just a tax lot. He explained his firsthand experience working for the County. He reviewed item D (page 3), noting the wetland hardship variance in his notice. He stated the city's locally significant wetland area extends over most of this property and that's what triggers the wetland hardship variance. You can't talk about conditioning the secondary access road which is going to cross almost exclusively across significant wetland and that would also require a wetland hardship variance which cannot be deferred to the future much like the DSL approval. Commissioner Ackley asked for clarification regarding the process to transfer a piece of property it was her thought that it has to have a legal description to have made the other lot. Mr. Caplinger

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noted there is a legal description in the deed, but the deed is not the instrument that makes the conveyance legal. Mayor Balensifer asked Mr. Caplinger for the most salient point to him. Mr. Caplinger stated they are all equally important because for each one a finding has to be made, but the most salient is the issue of wetland variance itself. Wetland Variance has multiple criteria and standards that go with it and in his opinion none of them have been met.

Mayor Balensifer asked for public comments in opposition of the subdivision. Mr. Lynn Miller spoke in opposition of the development. He stated he has lived on Smith Lake for about 35 years. He explained his experience with the water issues in Smith Lake and stated the water issue will get worse with this development.

Ms. Kyle Walker, representing the Smith Lake Improvement Group, spoke in opposition. She stated this development will set a precedent in how land use process will be used in the future and how law and decisions are manipulated to impact Smith Lake Water Shed and the locally significant wetland drainage system from which it originates. She discussed their findings on the developer's history of wetland violations included in the packet. She noted the factual inaccuracies that were presented to the Planning Commission, including the impact study done by Firwood. When she spoke to Firwood Design on the drainage system and how it effects the lake, the consultant said "it wasn't based on any report data or findings." And that it was common sense downstream not based on data. She noted that she discovered this is an illegal unit of land and the county has nothing. Kyle Walker's submission will be entered into the record as Exhibit 4. Mayor Balensifer noted he is not ready to decide on this matter tonight there is a lot of information to digest. There being no further comments, the applicant rebutted.

Mr. Skip Urling noted Mr. Gil Gramson reminded him there was a lot line adjustment 2 years ago. Mr. Parsons noted a point of order – a lot line adjustment is not a mechanism to create a new lot. It is to move adjoining property lines. Mayor Balensifer asked for clarification on the lot line adjustment. Mr. Parsons stated the number of questions that have been raised regarding whether or not a subdivision or partition was successfully completed or there was a lot line adjustment is going to need some investigation by staff and to report back to the Commission on that. If there was a lot line adjustment successfully completed, his initial thoughts would be that someone would have uncovered that as part of their records search. Commissioner Ackley and Baldwin both agreed. Mr. Urling continued discussing the road length/variances. He clarified on the DSL issue and jurisdiction.

Mr. Hoovestal stating in regard to the status of the lot, stating it could easily be made a condition of approval. He stated in response to previous comments on the wetland hardship variance and it not being buildable. He wanted to note for the record they spent a lot of time and money to minimize the wetland impact, but still have a feasible subdivision. Minimizing the wetland fill was a priority. He also noted the drawings showing the proposed access road were already included in his submission. He stated they have not filed for the wetlands mitigation plan there are other steps to take first because they need to know exact numbers of wetlands and other very particular information prior, so there was no ill intent, they just went with the City process first so they could get the details pin pointed first before submitting the mitigation plan. Mayor Balensifer closed the public hearing.

Commissioner Dyer noted he is not comfortable making a decision tonight and stated we need time to review all the information. He would like to have someone knowledgeable review it all. Commissioner Ackley stated based on all the information received she would like to have more

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time for deliberate and due diligence. Mr. Cronin stated we have until the August 14<sup>th</sup> deadline. Mayor Balensifer stated he wants the full packet with all the information a week prior to the next meeting to give ample amount of time to review everything.

**Commissioner Ackley made the motion to continue the hearing and appeals on the July 23 meeting to be held at 6pm at the City Hall Commission chambers, with staff providing all information at least one week in advance. The motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

At 7:52 p.m. Mayor Balensifer recessed the meeting for five minutes. Mayor Balensifer reconvened the meeting at 7:59 p.m. He noted for the record that the record is closed for the Clear Lake subdivision, with the existing record.

### BUSINESS ITEMS

Library Site Manager, Nettie-Lee Calog, introduced (Children's Services) Library Aide Laura Lattig. Ms. Lattig noted she started in March and applied for the Ezra Jack Keats Grant. She gave details about the purpose of the grant and outlined the three phases. Mayor Balensifer asked if there is room to develop duck boxes or kestrel boxes. Ms. Lattig confirmed; brief discussion continued. Commissioner Ackley asked if the grant was for \$500.00. Ms. Lattig confirmed.

**Commissioner Ackley made the motion to accept the awarding of the Ezra Jack Keats Grant. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

**Commissioner Baldwin made the motion to adopt the 2020-2025 Capital Improvement Program as presented. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

Mayor Balensifer suggested to waive the staff reports on items C-F considering they are second readings and they are already familiar with the resolutions. There were no objections

**Commissioner Baldwin made the motion to conduct the second reading by title only of Resolution No. 2546; Adopting and Setting Rental Rates and Fees for the Warrenton Community Center effective July 1, 2019. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer – aye**

**Commissioner Dyer made the motion to adopt Resolution No. 2541 as amended; Adopting and Setting New Rates for Residential Recycling Services Establishing the First of the Month after Completion of the Wind Latch Installation Program City-wide, as the**

**Effective Date, and repealing all Resolutions in Conflict. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer – aye**

**Commissioner Baldwin made the motion to adopt Resolution No. 2543; Adopting Sanitary Sewer Department Rates and Fees, Establishing July 1, 2019 as the Effective Date and Repealing Any Other Resolution in Conflict. Motion was seconded and passed unanimously. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

**Commissioner Ackley made the motion to adopt Resolution No. 2542; Adopting Water Department Rates and Fees, Establishing July 1, 2019 as the Effective Date and Repealing Any Other Resolution in Conflict. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

City Manager Linda Engbretson discussed the Memorandum of Agreement between Clatsop County and the City of Warrenton for participation on the Clatsop County Unified Mass Notification System. She explained the notification system.

**Commissioner Newton made the motion to authorize the City Manager's signature on the Memorandum of Agreement between the County of Clatsop and the City of Warrenton Regarding Participation in the Clatsop County Unified Mass Notification System. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

City Manager, Linda Engbretson, discussed the License Agreement for the food cart. Ms. Clark clarified the county could charge us taxes for the whole property under the current lease agreement. Ms. Engbretson explained the process of changing the lease to clarify the agreement. A brief discussion continued. Mr. Parsons clarified the reasoning behind the language in the agreement.

**Commissioner Ackley made the motion to authorize staff to enter into a License Agreement with Tres Bros food truck. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye; Dyer - aye**

#### DISCUSSION ITEMS

Mr. Cronin discussed the Homestay Lodging Report; he stated they recently sent out notices to those not in compliance and we have 100% compliance with people who have submitted applications. He recognized Ms. Clark for her hard work. He noted staff does need some direction on how to address future applications. A brief discussion followed. Ms. Engbretson

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noted from a staffs perspective and through processing the applications that it has taken some work because there isn't a policy in the code. Mr. Cronin clarified there is nothing in the code that addresses vacation rentals however his interpretation of the code is if it is not in the code - it is prohibited. Commissioner Baldwin noted his concerns. Mayor Balensifer stated that we need to develop this policy and come back with a full list of issues that need to be addressed and adopt it in one fell swoop. The discussion continued. Ms. Engbretson asked for direction tonight on what to do in the meantime with new listings and suggested a work session to get a formal policy. A brief conversation continued. Mayor Balensifer commended Mr. Cronin on his efforts on nuisance work. He agreed to code enforcement at the current time, complaint driven only, and thinks it's time to start moving into more policy code issues. I think we also need an economic strategy that would be adapted to our culture and people, maybe even a Charrette process. Mayor Balensifer asked Mr. Cronin what he thinks this City needs based upon the goals of the Commission and what is it that you want to be doing? Mr. Cronin stated the top three on his mind in the next six months would be figure out the homestay issue, work on the Spur 104, and get the housing code amendments through. Those are all fresh things that would give resolution to the community. The conversation continued. Commission was in consensus on Mr. Cronin's work plan.

#### COMMISSIONER REPORTS/GOOD OF THE ORDER

Commissioner Newton noted Thursday market was a success; Ms. Sweet would like to find a vendor for face painting. He noted other ideas for the market. He noted the over 90 day marina accounts. He spoke about the library kids' program success and noted the CREST report.

Commissioner Dyer noted he is glad to be back.

Mayor Balensifer stated he has made public on his FB page his disappointment in the process of the HB2020 and the fact that people have to leave in order to feel that they are heard. He continued to discuss the issues and impacts of the bill and the process for which it's being handled.

Commissioner Baldwin mirrored everything Mayor Balensifer said. He stated his opinion and noted the affects it will have on his business and assets, and how it would affect our home prices and the community. He gave his opinion on climate change.

Commissioner Dyer noted he was really disappointed in the senator using the police as a political tool. Mayor Balensifer continued voicing his opinion on the bill.

There being no further business, Mayor Balensifer adjourned the regular meeting at 9:06 p.m., and announced they will now meet in executive session under ORS 192.660(2)(i); *to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.* He stated the Commission is not expected to return to regular session to take action on any item considered in the executive session.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder

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APPROVED:

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Henry A. Balensifer III, Mayor

ATTEST:

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Dawne Shaw, City Recorder

DRAFT

7-B



#### AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Richard Stelzig, Public Works Director  
Bob Bingham, Water Treatment Plant Superintendent  
DATE: July 9th, 2019  
SUBJ: Water Treatment Plant Filter Replacement

#### SUMMARY

The City of Warrenton Water Treatment Facility requires replacement of its filters in fiscal year 2019-2020. Bob Bingham verbally solicited Evoqua Water Technologies, as they are the sole source for replacing filters at the Water Treatment Plant. Evoqua requires orders to be placed at least six months in advance, and it's a ten day installation process that is scheduled for this October. The total cost for materials, installation, and shipping is \$941,818.26. The City needs to enter into a contract with Evoqua Water Technologies now in order to keep this price and have the filters installed in the 2019-2020 fiscal year.

#### RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the contract with Evoqua Water Technologies for the purchase of replacement filters at the water treatment facility."

#### ALTERNATIVE

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

FISCAL IMPACT

This amount is reserved in the current budget and it will be moved to budget line 029-430-620080 in the 2019-2020 FY.

Approved by City Manager:

\_\_\_\_\_

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

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

CONTRACT:

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Evoqua Water Technologies 558 Clark Rd, Tewksbury, MA 01876, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing as a sole source, 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: Water Treatment Plant Filter Replacement)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated November 28<sup>th</sup> 2018, and is attached hereto as Exhibit A.

B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, 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 \$941,818.26 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing 029-430-620080 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](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be \_\_\_\_\_.

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: \_\_\_\_\_ Date  
Henry Balensifer III, Mayor

ATTEST:  
\_\_\_\_\_  
Dawne Shaw, City Recorder Date

CONTRACTOR:

BY: \_\_\_\_\_ Date



Quote Number: 2016-133040  
Account ID: 0001060071

Proposal For: CITY OF WARRENTON  
Bob Bingham  
225 S MAIN AVE  
WARRENTON, OR 97146  
Phone: (503) 738-7809

Vincent Marzullo  
Evoqua Water Technologies  
558 Clark Rd  
Tewksbury, MA 01876  
Phone: (719) 331-1614  
vincent.marzullo@evoqua.com

## ITEM PRICING SUMMARY

Item Number	Description	Reference Number	Qty	Net Price	Ext. Price
W3T310035	MODULE, SPARE M10C ZYT 77G33L P/ SLEEVES;	120095 W2T76675	810 EA	\$1,000.00	\$810,000.00
W3T311465	C-CLIP, MODULE, NYLON	120091	24 EA	\$1.01	\$24.24
W3T311466	CUP, FILTRATE NYLON M10, L10, L20	120092	1620 EA	\$7.00	\$11,340.00
W2T74158	CIRCLIP, EXT 20D DIN471 20MMx1.2MM;	1000334	1800 EA	\$0.16	\$288.00
W3T311319	VALVE, FILT ISOL, CP, NYLON	120093	12 EA	\$1.56	\$18.72
W2T702905	GREASE, SILICON MX22 0.5KG;	180327	10 KG	\$91.37	\$913.70
W3T394665	KIT, SPARES O-RING CP HOUSING (USA ONLY)	606114	810 EA	\$34.56	\$27,993.60
W3T6313	4 techs 10 days on site travel & expenses are included	No Cat PN Available	1 EA	\$84,240.00	\$84,240.00
W3T6313	Shipping cost	No Cat PN Available	1 EA	\$7,000.00	\$7,000.00

**Total net price: \$941,818.26**

## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- EXW - Ex Works: Freight Included in Base Price

### Terms

- This quote is valid until 08-01-2019
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  - Fax to:
  - or Email to: [vincent.marzullo@evoqua.com](mailto:vincent.marzullo@evoqua.com)
- You may also mail this to:
  - Evoqua Water Technologies
  - 558 Clark Rd
  - Tewksbury, MA 01876

# Standard Terms

## Standard Terms of Sale

- 1. Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
- 3. Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
- 4. Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
- 5. Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
- 6. Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
- 7. Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 8. Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
- 10. Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
- 11. Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the

arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

7-C



## AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission  
FROM: R. Collin Stelzig, P.E., Public Works Director  
DATE: July 9, 2019  
SUBJ: Parks Advisory Board Recommendations

### SUMMARY

The Warrenton Parks Advisory Board would like the Warrenton City Commission to consider the following recommendations:

Updating the Ordinance to include e-bikes on trails

Adopting the proposed "Welcome Hammond Heritage District" signage for Triangle Park using possible funding options to be sought by the Joint Task Force with siting recommendations to be provided by the Parks Advisory Board. A copy of the proposed sign is attached.

Conducting a survey to rename Post Office Park (also known as Flag Pole Park, Flag Park, Warrenton Memorial Plaza) using facebook or any other method deemed appropriate by the City Commission.

### RECOMMENDATION/SUGGESTED MOTION

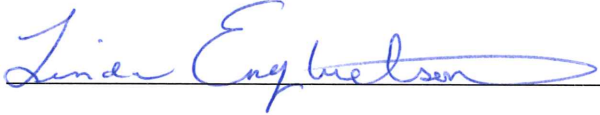
*"I move to recommend consideration of all of these Warrenton Parks Advisory Board recommendations and ask City Staff to begin researching options for these suggestions and provide the City Commission with these options at the August 14, 2019 meeting."*

### ALTERNATIVE

None Recommended.

**FISCAL IMPACT**

No funding or cost estimate has been provided for these projects in the current 2019-2020 Adopted City Budget.

Approved by City Manager 



Welcome  
Hammond  
Heritage District

Closet Port to Fish Fort Stevens State Park





7-D

## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Mathew J. Workman, Chief of Police  
DATE: July 9, 2019  
SUBJ: 2019-2020 Police Dispatch Services Agreement

### SUMMARY

The Warrenton Police Department contracts with the Astoria Police Department for police dispatch services. Each year the City must sign a "Subscriber Agreement" with the City of Astoria to set the terms and conditions to provide these services. These services are budgeted in the FY 2019-2020 City Budget. Historically the agreement is signed by the respective City Mayor and City Manager from each City.

### RECOMMENDATION/SUGGESTED MOTION

Approve the 2019-2020 Police Dispatch Services Agreement and have it signed by the Mayor and City Manager.

*"I move to approve the Police Dispatch Services Agreement with the City of Astoria for Fiscal Year 2019 – 2020 and to have the Mayor and the City Manager sign the agreement."*

### ALTERNATIVE

None feasible. Could create and operate our own Public Safety Answering Point (PSAP).

### FISCAL IMPACT

The FY 2019-2020 dispatch services will cost the City \$243,320, an increase of \$33,464 (15.9%) from \$209,856 in FY 2018-2019.

### ATTACHMENTS:

One (1) copy of the 2019 – 2020 Police Dispatch Services Agreement.

Approved by City Manager:

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

A G R E E M E N T

POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2019 by and between the City of WARRENTON, hereinafter called "Warrenton", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

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

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

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

1. Answering service for Warrenton police emergency incoming telephone lines;
2. Advising appropriate police agency by means of radio of services requested by the public;
3. Answering police radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing LEDS teletype service to authorized personnel and agencies ORI OD0040400.
6. Provide communications infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.

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

II.

CONSIDERATION

A. For the service provided by Astoria, Warrenton agrees to a cost of \$209,856 for the period of July 1, 2019 to June 30, 2020.

B. Warrenton shall pay Astoria as follows:

The sum \$243,320.00 payment due on September 30, 2019

OR

1. For the period from the 1st day of July, 2019 to the 30th day of September, 2019, the sum of \$60,830; payment due on September 30, 2019;
2. For the period from the 1st day of October, 2019 to the 31st day of December, 2019, the sum of \$60,830; payment due on December 31, 2019;

- 3. For the period from the 1st day of January, 2020 to the 31st day of March, 2020, the sum of \$60,830; payment due on March 31, 2020;
- 4. For the period from the 1st day of April, 2020 to the 30th day of June, 2020, the sum of \$60,830; payment due on June 30, 2020.

III.

LIABILITY INSURANCE

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

IV.

TELEPHONE LINES

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

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2019 to June 30, 2020 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

CITY OF WARRENTON


By \_\_\_\_\_  
Bruce Jones, Mayor

By \_\_\_\_\_

By \_\_\_\_\_  
Brett Estes, City Manager

By \_\_\_\_\_

APPROVED AS TO FORM

  
\_\_\_\_\_  
Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age,

disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.



# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

7-E

## AGENDA MEMORANDUM

**To:** The Honorable Mayor and Members of the Warrenton City Commission  
**Copy:** Linda Engbretson, City Manager  
**From:** Tim Demers, Fire Chief  
**Date:** July 9, 2019  
**Regarding:** 2019 - 2020 Fire Dispatch Services Agreement

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### **Summary**

The Warrenton Fire Department contracts with the Astoria Police Department for Fire Dispatch Services. Each year the City must sign a "Subscriber Agreement" with the City of Astoria to set the terms and conditions to provide these services. These services are budgeted in the FY 2019-2020 City Budget. Historically the agreement is signed by the respective City Mayor and City Manager from each City.

### **Recommendation / Suggested Motion**

Approve the 2019-2020 Fire Dispatch Services Agreement and have it signed by the Mayor and City Manager.

*"I move to approve the Fire Dispatch Services Agreement with the City of Astoria for Fiscal Year 2019 – 2020 and to have the Mayor and the City Manager sign the agreement."*

### **Alternative**

None feasible.

### **Fiscal Impact**

The FY 2019-2020 dispatch services will cost the City \$30,673, an increase of \$ 786 (3.62%) from \$29,887 in FY 2018-2019.

### **Attachments**

Two (2) copies of the 2018 – 2019 Fire Dispatch Services Agreement.

Approved by City Manager: \_\_\_\_\_

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

A G R E E M E N T

FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2019 by and between the City of WARRENTON, hereinafter called "WARRENTON", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

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

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

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

1. Answering service for WARRENTON emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

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

II.

CONSIDERATION

- A. For the service provided by Astoria, WARRENTON agrees to a cost of \$29,887 for the period of July 1, 2019 to June 30, 2020.

The sum \$30,673 payment due on September 30, 2019

OR

1. For the period from the 1st day of July, 2019 to the 30th day of September, 2019, the sum of \$7,668.25; payment due on September 30, 2019;
2. For the period from the 1st day of October, 2019 to the 31st day of December, 2019, the sum of \$7,668.25; payment due on December 31, 2019;
3. For the period from the 1st day of January, 2020 to the 31st day of March, 2020, the sum of \$7,668.25; payment due on March 31, 2020;
4. For the period from the 1st day of April, 2020 to the 30th day of June, 2020, the sum of \$7,668.25; payment due on June 30, 2020.

III.

LIABILITY INSURANCE

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

IV.

TELEPHONE LINES

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

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2019 to June 30, 2020 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

CITY OF WARRENTON


By \_\_\_\_\_  
Bruce Jones, Mayor

By \_\_\_\_\_

By \_\_\_\_\_  
Brett Estes, City Manager

By \_\_\_\_\_

APPROVED AS TO FORM

  
\_\_\_\_\_  
Astoria City Attorney

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

7-F



# AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Jane Sweet

DATE: July 9, 2019

SUBJ: Temporary Vendor of Boxed Lunches in Hammond Marina

## SUMMARY

Business proposal from Wendy Balensifer, she would like to place a food cart in the Hammond Marina for the sole purpose of serving box lunches to the fishermen along with coffee and perhaps a simple breakfast sandwich. She would like a temporary permit to place the food cart in the Hammond Marina for July and August.

## RECOMMENDATION/SUGGESTED MOTION

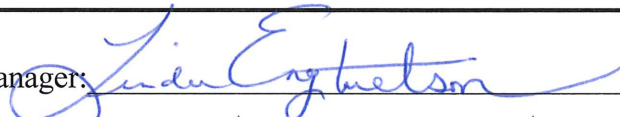
*"I move to approve the License Agreement for Wendy Balensifer's food cart at the Hammond Marina for the months of July and August."*

## ALTERNATIVE

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

## FISCAL IMPACT

N/A

Approved by City Manager: 

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



TO: Warrenton City Commission

5/5/19

FROM: Wendy Balensifer

RE: Business Proposal

I have recently contacted Harbormaster Jane Sweet regarding the possibility of placing a food cart at the Hammond Marina and she suggested I submit my proposal to the City Manager to be placed on the agenda for the next City commission meeting

I would like to place a small food cart in the Hammond Marina for the sole purpose of serving box lunches to the fisherman along with coffee and perhaps a simple breakfast sandwich. Having worked locally in the restaurant business for many years I am aware of the many fisherman and their families who seek to purchase box lunches from restaurants. I feel having a business on site would be successful for me and fill a need for them.

*I have been able to rent a food cart for July and August and would like to obtain a temporary permit to place the cart at the marina. If my business proves successful and I feel it will, I would like to include the possibility of a "seasonal" vendors permit for the following years.*

*If further information is required please contact me at 971-286-0149*

*Sincerely,*

## FOOD TRUCK LICENSE AGREEMENT

This License Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Warrenton (“Grantor”), and \_\_\_\_\_, an Oregon for profit corporation (“Grantee”), collectively referred to as the “Parties” in this Agreement.

### Recitals

**WHEREAS**, Grantor owns an undeveloped public parking lot in which Grantee would like to park and operate a Food Truck;

**WHEREAS**, Grantor’s property (the “Property”) is described as follows: City of Warrenton Property in the Hammond Marina; and

**WHEREAS**, Grantor will permit Grantee to use the Property in accordance with the terms of this Agreement.

### Agreement

**NOW, THEREFORE**, the Parties agree as follows:

1. License. Grantor grants to Grantee a non-exclusive, temporary license (“License”) on and across the Property for vehicular access and Food Truck operations purposes. The actual consideration for the License is \$400 paid as monthly rent due on or before the 1<sup>st</sup> day of each month, plus city utilities if any, as well as the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. This Agreement shall automatically renew on a monthly basis until terminated by either Party as provided in this Agreement. The agreement expires on \_\_\_\_\_, 2019. Either party shall provide written notice to terminate two weeks prior to termination.
2. Rights Granted for License Area. Grantee and Grantee’s agents, employees, contractors, and other authorized parties will have the right to enter upon and use the License Area for Food Truck operation purposes, including all customary uses that may arise out of or be necessitated by that use. Grantor, in coordination with Grantee, reserves the right to use the Property for all purposes that do not unreasonably interfere with Grantee’s rights under this Agreement, including but not limited to issuance of licenses to others for use of the Property outside of the License Area. Grantee may not pave, tar, asphalt, grade, place rock, or fill any part of the Property, remove any vegetation or construct any improvements within the License Area or elsewhere on the Property without Grantor’s prior written authorization, which Grantor may authorize in its sole discretion. Grantor does not grant Grantee any mineral or subsurface rights to the Property.
3. Compliance with Laws and Regulations. Grantee, at Grantee's sole expense, must comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal authorities pertaining to Grantee's use of the Property

and License Area, and with any recorded covenants, conditions, and restrictions, regardless of when they become effective. These include, without limitation, any required alteration of the License Area or the Property because of Grantee's specific use, and all applicable federal, state, local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials as defined in in this Agreement, food safety regulations, waste disposal, air emissions and other environmental matters, and all zoning and other land use matters. Grantee shall obtain all necessary permits and other authorizations required for Grantee's use of the License Area, and any other related activities undertaken by Grantee on the Property. Grantee shall remain in compliance with all such permits and authorizations granted.

4. Maintenance. While the Agreement is in effect, Grantee must keep the License Area in good condition at its sole expense, and maintain the Property free of trash and other debris. To this end, Grantee will provide adequate garbage and recycling receptacles within the License area, and remove all trash and recycling from the Property on a regular basis. Grantee will provide portable landscaping, seating area, and restrooms. Grantee will comply with all applicable rules, laws, ordinances, and requirements regarding Grantee's use of the License Area. Prior to vacating the License Area, Grantee must remove all of its personal property, any improvements and return the License Area to the condition that existed prior to Grantee's use of the License Area, to Grantor's satisfaction, unless otherwise agreed to in writing by the Grantor. Any maintenance of the Property by Grantor is at the sole discretion of Grantor, and is not required under the terms of this Agreement.
5. Environmental Contamination. Grantee shall be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which the Grantee has brought onto the License Area; and promptly clean up, without cost to the Grantor, such spills, releases, discharges, or leaks to the Grantor's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances. Grantee shall not cause or knowingly permit any Hazardous Materials to be brought upon, kept or used in or about the Property by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Grantor. Grantee shall indemnify, defend and hold Lessee and its officers, employees, agents and representatives harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Property, attorneys' fees, consultant fees, and expert fees) that arise during or after the term of this Agreement term as a result of contamination by Hazardous Materials. This indemnification of Grantor by Grantee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property caused or permitted by the acts or omissions of Grantee or its agents, employees, contractors or invitees results in any contamination of the Property during the term of this Agreement, Grantee shall promptly take all actions at its sole

expense as necessary to return the Property to the condition existing prior to the release of any such Hazardous Materials to the Property, provided that Grantor's approval of such actions shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement, and is in addition to all other indemnifications provided by Grantee under the terms of this Agreement. As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, ORS Chapter 465, petroleum products or such other similar substances, materials or wastes that are or become regulated under any applicable local, state, or federal laws.

6. No Assignment or Sub-Licensing. Grantee may not sublicense the License Area or any part thereof and may not transfer or assign the License granted by this Agreement without obtaining the advance written consent of Grantor in each case. Grantor's consent may be granted or denied at Grantor's sole discretion. Grantor retains the right to transfer the Property and has the option to assign this Agreement to the transferee.
7. No Liens on the Property. Grantee will not suffer or permit any construction liens to attach in all or any part of the Property by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Grantee or anyone occupying or holding an interest in all or any part of any improvements on the Property through or under Grantee. If any such lien at any time is filed against the Property, Grantee will cause the lien to be discharged of record within 10 business days after the date of filing the same, by payment, deposit, or bond. Nothing in this Agreement shall be construed in any way as constituting the consent or request, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Property, or as giving any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against the Property.
8. Indemnity. To the extent allowed under the Oregon Tort Claims Act and the Oregon Constitution, Grantee will indemnify, defend, and hold Grantor harmless from and against any injury, expense, damage, liability, or claim including but not limited to attorney fees incurred by Grantor arising directly or indirectly from the rights granted by Grantor to Grantee in this Agreement or any act or omission by Grantee, its agents and assigns or any other person entering upon or using the License Area with Grantee's express or implied invitation or consent, except for those acts occurring solely because of Grantor's negligence.

9. Insurance. Grantee acknowledges and assumes responsibility for any and all liability arising out of Grantee's operations undertaken pursuant to the terms of this Agreement, and shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Grantee and Grantor, Grantor's Commissioners, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Grantee's operations, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name the City of Warrenton as an additional insured. Grantee shall furnish Grantor certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to Grantor before they may be canceled. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by Grantor shall be excess. Grantee shall require its agents and contractors to carry commercially reasonable comprehensive liability coverage for injury to or death of a person and for damage to property occasioned by or arising out of any use of the License Area or Property.

10. Default. If Grantee violates any of the terms, covenants, or conditions of this Agreement or fails to perform any of its obligations under this Agreement in a timely fashion, Grantor may declare in writing to Grantee that the License is null and void and of no further force and effect, provided Grantee will have five (5) business days to cure the default, or such additional time as Grantor may in writing and in its sole discretion permit.

11. Notices. Notices required by this Agreement must be in writing and are deemed given and received upon deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses listed herein.

Notices to Grantor:

Notices to Grantee:

City of Warrenton  
Attn: City Manager  
P.O. Box 250  
Warrenton, Oregon 97146

Wendey Balenisfer

12. General. Grantee's obligation to indemnify Grantor and return the License Area to its original condition survives the termination of this Agreement. Time is of the essence under this Agreement. There are no third-party beneficiaries to this Agreement. This Agreement represents the entire agreement and understanding between the Parties. It is not effective until both Parties sign it. Any amendments to it must be in a separate writing signed by both Parties. The waiver of one breach of any term, condition, covenant, or obligation herein is not a waiver of that or any other term, condition, covenant, or obligation or of any subsequent breach thereof. This Agreement shall be construed so that the plural includes the singular and the singular includes the plural. This Agreement is binding upon the parties, their successors and assigns. This Agreement

shall be governed by the laws of the State of Oregon. Venue shall be Clatsop County, Oregon. The prevailing party in any lawsuit arising out of this agreement is entitled to attorney fees, costs and disbursements, both at trial and on appeal.

13. Exhibits. All exhibits, including a site plan illustrating the location of the food truck, to this Agreement are incorporated by reference into the Agreement as if they were set out in full within this document.

**GRANTOR**

**GRANTEE**

**City of Warrenton**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Linda Engbretson \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



7-G

P.O. BOX 250 ■ WARRENTON, OR 97146-0250 ■ OFFICE: 503.861.2233 ■ FAX: 503.861.2351

# AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager *LE*  
DATE: July 9, 2019  
SUBJ: VFW Request for Lease – Hammond City Hall/Library Building

## SUMMARY

Bert Little will be representing VFW Post 10580, Fort Stevens, at the July 9 City Commission meeting to discuss a request to pursue possible support from the National Guard to update the old Hammond City Hall/Library building. The VFW is interested in using the building as its headquarters. Concurrence from the Commission is to approve proceeding to consider this as an option. Mr. Little will be providing additional information. This property is on our appraisal list. We will need to determine through the building and land use process what improvements would be required to establish such occupancy. If feasible and the Commission is interested in pursuing this, we will bring you back additional information at the July 23 meeting.

## RECOMMENDATION/SUGGESTED MOTION

"I move to authorize staff to work with VFW Post 10580 to explore using the National Guard to renovate the old Hammond City Hall/Library building, for possible future use as headquarters for VFW Post 10580."

## ALTERNATIVE

Other action as deemed appropriate by the City Commission.

## FISCAL IMPACT

Not known at this time.

*"Making a difference through excellence of service"*



7-H

## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager *LE*  
DATE: July 9, 2019  
SUBJ: City Manager Vacation Request

### SUMMARY

I am requesting a two week vacation beginning July 29 returning on Monday August 12, 2019. I plan to be out of state visiting friends in Montana and Idaho. As Assistant City Manager, I recommend Kevin Cronin be appointed manager pro-tem during my absence. *The manager pro-tem shall possess the powers and duties of the manager. No manager pro-tem, however, may appoint or remove an officer or employee except with the approval of three-fourths of the members of the commission.* I have full confidence in each department head's ability to oversee the activities of their departments during my absence, however, it is appropriate to have a manager pro-tem in place should the need arise to make a critical decision.

### RECOMMENDATION/SUGGESTED MOTION

"I move to approve the City Manager's vacation request and appoint Kevin Cronin as manager pro-tem during the City Manager's absence beginning July 29 until her return on August 12."

### ALTERNATIVE

Deny the manager's request.

### FISCAL IMPACT

N/A