



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

August 27, 2019 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 8.13.19
- B. Police Department Statistics – August 2019

4. **COMMISSIONER REPORTS**

Employee Recognition

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. Consideration of Professional Services Contract- SW Alder Street Project

B. Consideration of Request for City Hall Closure

8. **DISCUSSION ITEMS**

A. Levee Update

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 – August 13, 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, Tom Dyer, Pam Ackley, and Mark Baldwin

Staff Present: City Manager Linda Engbretson, Community Development Director Kevin Cronin, Finance Director April Clark, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, City Recorder Dawne Shaw, and Deputy City Recorder Lindsay Duarte

Mayor Balensifer gave his Mayoral State of the City Address as presented in the Agenda Packet Materials. He addressed the challenges, changes, and opportunities through an agenda that goes back to Warrenton roots, learns from the past, and outlines our new Warrenton for Warrenton Agenda. He noted that Warrenton is a melting pot of several towns, the most recent being Hammond, and before that there were the towns of New Astoria (Hammonds Prior Name), Lexington, Skipanon, Flavel, and the lost town of Yellow Bank (also known as Upper Landing). He continued to state that we should rediscover our rich history and celebrate it by mapping out where these places used to be and forming heritage districts around them. As a kick off to the Districting Plan, and in acceptance of the recommendations of the Hammond Marina Task Force, he is proud to declare our first district will be the Hammond Heritage District. He concluded his speech with: we are stronger together when neighbors look out for each other. "We are stronger together when your government ensures we have functional infrastructure, clean water, and plumbing that flushes. We are stronger together when we can support each other as people, even if we disagree about ideas. Warrenton has, and will always continue to be, a city that looks forward. We don't stare at our waterfront and pine about our golden days of industry. We live that industry as we go to work every day. We can reconnect with our past without being stuck in it. We can learn from our roots and adapt them to modern uses and we can ensure we invest in our town for our own sake – not for tourists. To steal the high schools phrase – I'm all in for Warrenton. Will you join me?"

CONSENT CALENDAR

A. City Commission Meeting Minutes – 7.23.19

Commissioner Newton noted a correction to the 07.23.19 minutes.

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

COMMISSIONER REPORTS

Commissioner Newton reported that he worked with the library to get the Oregon Hunters Association Exhibit to come visit. He noted that the Warrenton Library had 67 kids that went through the exhibit. The Marina Market had 150 -200 people that went through the exhibit. He stated he attended the League of Oregon City; this time they discussed legislative items. He noted the next League for Oregon City Meeting will be in Warrenton, Nov 1. The discussion topic for the meeting will be on housing. He noted the report about the Pacific Safety Council, stating we were approved to use the grant again this year. The failure to appear rate prior to implementing the grant program was between 40-50% no show at the court room. Implementing calls and reminders has decreased the rate by 12.5%. He continued to report, stating the Downtown Revitalization Team (Spruce-up Warrenton) has been working very hard. Keeping with those efforts Commissioner Newton swept in front of the library. In 100 feet he swept up eight pounds of dirt. He stated it was his understanding that the street sweeper sweeps every other week. Based off the amount of dirt he swept up and the Street Sweeper schedule he stated he believes the street cleaning is not being done so he requested City of Warrenton payment records for the street sweeper.

Commissioner Dyer welcomed everyone and stated it's nice to work with a commission that works so well with the community.

Commissioner Ackley welcomed everyone and thanked the mayor for the State of the City Address. She stated there is an RDI meeting this week, and she will report back next Commission Meeting with updates.

Mayor Balensifer reported that County Commission Kujala notified him that legislative delegation was making a trip down to look at the levy system and storm water issues. They arranged an ad hoc Tour at the airport and took a look at the tide gates out there. Representative Jeff Reardon, Happy Valley, Representative Tiffany Mitchel, and Director of OWEB (Oregon Water Enhancement Board) were in attendance. Mayor Balensifer stated they had a great discussion and he was happy to see someone from the metropolitan area come down and get a better understanding of the issues we have. He noted November 1 he will not be able to attend the commission meeting

City Manager, Linda Engbretson, congratulated Dawne Shaw, City Recorder, for completing her CMC. She explained the process that Ms. Shaw had to go through to complete her CMC. She reported on the Oceanview Cemetery Masterplan, external stakeholder meeting.

Ms. Engbretson requested to add an item to the agenda; Warrenton Hammond CERT for co-sponsorship for their Annual Disaster Preparedness Event. There were no objections to add to the agenda as item 8-E

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PUBLIC COMMENT

Sheryl Matson, owner of Third Dimensions Hair Salon, stated the landlord just removed the external garbage cans in front of the plaza; customers have nowhere to put their trash. Subsequently, trash is being discarded along the sidewalks in front of the salon. Ms. Matson stated she is still paying “can charges” to the landlord, but the landlord isn’t providing the services. She continued to state as a home owner there is a City Ordinance regarding garbage, but there is nothing in the City Ordinance requiring landlords to have garbage for the public.

Community Development Director, Kevin Cronin, stated there is not much currently in the code that dictates the specific issue. He stated it’s usually assumed that the landlord takes care of the garbage situation and that the city does not currently dictate receptacle requirements for commercial businesses. Mayor Balensifer stated we need to get a work session started on the issue, and we will discuss options at that time. Meanwhile, Ms. Engbretson stated she will generate a letter to the business landlord.

PUBLIC HEARING - NONE

BUSINESS ITEMS

Kevin Cronin, Community Development Director, stated he is very proud of the work the city is doing in Hammond; he now has 45 nuisance cases closed. There is only one outstanding case in Hammond. He explained the nuisance property at 36 SW 4th Street. He has been working with the owner since February, and now he is looking to the commission for direction. He noted the yard at the subject property has two junk vehicles. He presented a photo of the nuisance property, taken July 31, 2019 and concluded that the conditions at the subject address are consistent with and meet the intent of the descriptions of various nuisances, both enumerated and unenumerated. Property owner, Nick Schafer, spoke stating he has been there for 15 years. He isn’t clear on the issue at hand; he doesn’t have sidewalk or designated off street or on street parking. He continued to state that both vehicles have current registration to him at the above stated address. Both vehicles run and one of the vehicles shown in the picture was sold as of tonight. Mayor Balensifer stated that he does not see a ton of issues with Mr. Schafer’s cars at this particular point. He clarified that at the given moment commission will not declare the property a nuisance, but would like to give guidance to Mr. Schaffer for future expectations. Mayor Balensifer stated commission will review the subject property for determination of nuisance in 30 days. Meanwhile Mr. Schafer can work with city staff to help come up with solutions or seek guidance through the process.

Kevin Cronin, Community Development Director, Explained the nuisance property at 338 SW Main Court; he stated they have made tremendous progress. He continued to state the only thing that is left over from the clean-up is a truck with non-current tags. A photo of the nuisance property was presented in the Agenda Packet. Mayor Balensifer stated he thinks the property owner made a good faith effort to comply and clean up. Consensus was to leave this property alone at this point.

Finance Director, April Clark, explained Resolution No. 2548; Describing the Distribution of the City’s Share of Clatsop County- Imposed Transient Room Tax Tourism Funds. She stated that Clatsop County started collecting Transient Room Tax in January of 2019 to run the operations of their new jail facility.

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Any new Transient Room Tax that is implemented is distributed 70% for tourism purposes or tourism related facilities and 30% county retains for their jail operations. The 70% is the city's to decide how to utilize the money. Staff recommendation is to use the money on the Hammond Marina Capital Reserve. Ms. Engbretson noted that any revenue the city collects from camping at the Hammond or Warrenton Marinas also has a Transient Room Tax that goes back to the fund.

Commissioner Dyer made the motion to adopt Resolution No. 2548; Describing the Distribution of the City's Share of Clatsop County- Imposed Transient Room Tax Tourism Funds.

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

Ms. Engbretson reported that the city has been a co-sponsor with the Warrenton- Hammond CERT in the past; last year they put together a Disaster Preparedness Event in September. They are now doing it again this year, scheduled for September 21 at the Warrenton Community Center. As a co-sponsor the CERT is asking if the city will pay for the \$422.00 Warrenton Community Center day use fee. Ms. Engbretson stated it would come out of the travel training fund.

Commissioner Baldwin made the motion to approve the payment to rent the Community Center for the Emergency Preparedness Event in September put on by CERT.

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

DISCUSSION ITEMS

Ms. Engbretson noted inquiries about political activity- setting up on city property. Typically we look at them on case by case basis, but if the city allows one group to set up a table than they have to let all other groups to avoid discrimination. Ms. Engbretson suggested doing a little more research on how to create a memo regarding the issue. Her recommendation would be to be proactive on putting something in the code that defines political activity as we move forward.

U.S. Census Bureau Partnership Specialist, Marc Czornij was late for his presentation. He presented his power point as presented in the Agenda Packet Material. He stated essentially what they do is educate, engage, and encourage people around the 2020 Census. They have been reaching out to elective officials on the city, state, county, and community level to let them know the different operations, and what can be expected for the 2020 Census. Their challenge has been to count everyone once, and only once, and in the right place. He explained how important the data they collect is, it guides federal funding for many programs that support communities. He continued to explain how the Census gathers information, and different options available for people to submit their information. Ms. Engbretson asked for clarification on whether the Census Bureau will be working with the city to decide when the information is released, and the best way to distribute the information. Mr. Czornij stated absolutely and they will keep in touch in a timely fashion and discuss the best way to send out the information.

GOOD OF THE ORDER

Commissioner Newton stated he read a blind man is suing Dominos because he cant order pizza on his computer.

Commissioner Ackley stated that Pacific Power has a foundation that has money for facade grants. She will get information on these grants and report back on her findings.

Commissioner Baldwin asked that staff give the Marina staff his kudos for all the hard work they have been doing.

Mayor Balensifer met with the chamber and they are willing to order and merchandise city apparel. It sounds like we will embroider staff and commission merchandise, but screen print everything else provided to the community. He noted he will be gone for majority for the month of October. If there are any issues, forward them to Commissioner Newton. We can reschedule the first meeting if needed.

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:42 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder



WARRENTON POLICE DEPARTMENT
JULY 2019 STATISTICS
 AUGUST 27, 2019



July Statistics (% changes are compared to 2018)							
Category	2019	2018	% Chg	2017	% Chg	2016	% Chg
Calls for Service	875	1091	-20%	768	14%	763	15%
Incident Reports	218	212	3%	178	22%	173	26%
Arrests/Citations	213	183	16%	96	122%	90	137%
Traffic Events	211	362	-42%	183	15%	175	21%
DUII Calls	3	8	-63%	5	-40%	2	800%
Traffic Accidents	41	28	46%	17	141%	18	128%
Property Crimes	124	103	20%	118	5%	130	-5%
Disturbances	121	75	61%	99	22%	93	30%
Drug/Narcotics Calls	4	10	-60%	9	-56%	4	0%
Animal Complaints	39	30	30%	28	39%	27	44%
Officer O.T.	174.5	150	16%	119.5	46%	124.8	40%
Reserve Hours	15	43.5	-66%	14	7%	34	-56%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	727	643	700	717	781	693	875		
Incident Reports	210	157	194	198	223	189	218		
Arrests/Citations	210	171	200	153	191	165	213		
Traffic Events	254	236	233	218	251	182	211		
DUII Calls	6	2	8	5	8	1	3		
Traffic Accidents	25	15	9	25	18	16	41		
Property Crimes	116	89	104	92	99	99	124		
Disturbances	71	60	66	70	86	98	121		
Drug/Narcotics Calls	13	10	8	4	8	9	4		
Animal Complaints	22	15	26	26	32	31	39		
Officer O.T.	93.73	106.49	86.45	107.15	116.98	192.9	174.48		
Reserve Hours	37.5	25.5	26.5	27	8.5	27.5	15		

Oct	Nov	Dec	2019 YTD	2019 Estimate	2018	2019 v 2018	2017	2019 v. 2017	2016	2019 v. 2016
			5136	8805	9332	-6%	7538	17%	7689	15%
			1389	2381	2551	-7%	2028	17%	1749	36%
			1303	2234	1731	29%	1098	103%	925	141%
			1585	2717	3101	-12%	2094	30%	2353	15%
			33	57	55	3%	52	9%	15	277%
			149	255	271	-6%	226	13%	291	-12%
			723	1239	1187	4%	902	37%	805	54%
			572	981	953	3%	778	26%	781	26%
			56	96	108	-11%	79	22%	42	129%
			191	327	325	1%	301	9%	311	5%
			878.18	1505	1731.7	-13%	2400.3	-37%	1249	21%
			167.5	287	359.5	-20%	290	-1%	901.75	-68%

The following is a graphic representation of statistics for July 2019 using our [CrimeReports.com](https://www.crimereports.com) membership. If you go to the website you can zoom in on each incident for more details.

- Violent**
 - Assault
 - Assault with Deadly Weapon
 - Homicide
 - Kidnapping
 - Robbery
 - Other Sexual Offense
 - Sexual Assault
 - Sexual Offense
- Property**
 - Breaking & Entering
 - Property Crime
 - Property Crime Commercial
 - Property Crime Residential
 - Theft
 - Theft from Vehicle
 - Theft of Vehicle
- Quality Of Life**
 - Disorder
 - Quality of Life
 - Drugs
 - Liquor
- 911 & Other**
 - Alarm
 - Arson
 - Death
 - Family Offense
 - Missing Person
 - Other
 - Pedestrian Stop
 - Vehicle Recovery
- Vehicle Stop
 - Weapons Offense
 - Community Policing
 - Proactive Policing
 - Emergency
 - Fire
 - Traffic





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig, P.E., Public Works Director
DATE: August 27, 2019
SUBJ: SW Alder Ave (2nd to 1st) Professional Services Contract

SUMMARY

Public Works requested a proposal for the civil design engineering, contract documents and bidding assistance for the SW Alder Avenue SW 2nd Street to SW 1st Street project for the City of Warrenton.

Public Works recommends A.M. Engineering to prepare these documents and assist in the bid process. Their proposal and contract documents are attached.

RECOMMENDATION/SUGGESTED MOTION

I move to award the contract for civil design engineering, contract documents and bidding assistance for the SW Alder Avenue (2nd to 1st) Project services for the project services to A.M. Engineering.

ALTERNATIVE

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

FISCAL IMPACT

This project was approved in the City of Warrenton 2019-2020 Fiscal Year Budget.

Approved by City Manager:

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

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2019, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and A. M. Engineering, P.O. Box 943, Seaside, OR 97138 hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

- A. CONSULTANT shall provide civil engineering design services, construction contract documents and technical specification preparation and bidding assistance for the SW Alder Avenue 2nd to 1st Project services for the City of Warrenton, as outlined in the attached Scope of Work (Attachment A).
- B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$ 39,980.00 for performance of civil engineering design services, construction contract documents and technical specification preparation and bidding assistance;
- B. The CONSULTANT will submit a final invoice referencing 040-431-620087 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Adam Dailey, P.E., President.

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of

responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

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

counsel.

15. INSURANCE

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

- A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.
- B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.
- C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.
- D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

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

- B. CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.
- C. CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- D. CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry A. Balensifer III, Mayor Date

CONSULTANT:

By: _____
Adam Dailey, P.E., President Date

Printed Name: _____

Title: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: August 27, 2019
SUBJ: Request Closure of City Offices for Cleanup Day

SUMMARY

City staff are requesting closure of city offices for cleanup, excluding emergency services. The proposed closure date is the afternoon of October 4, 2019. This will allow staff to purge and clean up offices, meeting rooms, and storage areas that tend to get neglected with the busy daily workload. A notice of the closure will be published on the city website, Facebook page, and included on the September utility billing statements. The last time City Hall was closed for cleanup was ten years ago.

RECOMMENDATION/SUGGESTED MOTION

Suggested Motion: *"I move to allow the closure of City Offices from 12:00 p.m. – 5:00 p.m., October 4, 2019, to allow the cleanup of city offices."*

ALTERNATIVE

None recommended

FISCAL IMPACT

N/A

Approved by City Manager: _____

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



Public Works Department

Discussion Item

To: The Warrenton City Commission
From: Collin Stelzig, Public Works Director
Cc:
Date: August 27, 2019
Re: Levee Discussion – Presented by Mark Kujala

The City hired consultant Mark Kujala to help the City resolve levee encroachments issues. Mark has also been involved in keeping the City informed with State funding possibilities and legislative matters. Mark is here to give the City an update on items important to the future health of our levee system

Discussion Items:

1. Brief Discussion of Current Periodic Review Checklist
2. Discuss Active Encroachment Items
3. State Levee Assistance Funding (15 million)
4. Options for Levee Consolidation & Possible Tax Assessment