



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
July 9, 2024 – 6:00 P.M.
Warrenton City Commission Chambers
225 South Main Avenue, Warrenton, OR 97146

Public Meetings will also be audio and video live streamed. Go to <https://www.warrentonoregon.us/administration/page/public-meeting-zoom-access> for connection instructions.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSENT CALENDAR

A. City Commission Meeting Minutes – 6.25.2024

Items on the Consent Calendar have previously been discussed and/or are considered routine. Approval of the Consent Calendar requires a motion, a second, and no discussion, unless requested by a member of the City Commission.

4. COMMISSIONER REPORTS

5. PUBLIC COMMENT

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@warrentonoregon.us, no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** - None

7. **BUSINESS ITEMS**

- A. Consideration of 2024 Pavement Management Project Award
- B. Consideration of Dispatch Services Agreement – Police Department
- C. Consideration of Dispatch Services Agreement – Public Works
- D. Consideration of Dispatch Services Agreement – Fire Department

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
 June 25, 2024
 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, Gerald Poe, Paul Mitchell and Tom Dyer

Staff Present: City Manager Esther Moberg, Planning Director Matthew Ellis, Public Works Director Greg Shafer, Police Chief Mathew Workman, Planning Technician Judith Stich, Water Treatment Plant Supervisor Dave Davis and Deputy City Recorder Hanna Bentley

Mayor Balensifer requested to change the order of agenda so that all items under section 7 are held before items under section 6. There was unanimous consent.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 6.11.2024
- B. Monthly Finance Report – April 2024
- C. Police Department Monthly Report – May 2024

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

Poe – aye; Mitchell – abstained; Balensifer – aye; Dyer – aye

COMMISSIONER REPORTS

Commissioner Mitchell stated he was honored to attend the Gold Star memorial.

Mayor Balensifer discussed commissioner committee assignments. He noted that he was appointed to the governors regional solutions board.

PUBLIC COMMENT

Janet Willoughby spoke in support of city commission applicant Jessica Sollaccio.

Nicole Kime spoke in support of Jessica Sollaccio for city commissioner; she noted her dedication to the community.

Karin Hopper spoke in support of city commission applicant Jessica Sollaccio. She noted how diligent she is with the Planning Commission.

Tony Faletti highlighted the park being busy, he also spoke in support of Jessica Sollaccio for city commissioner.

BUSINESS ITEMS

Mayor Balensifer introduced city commission applicant Jessica Sollaccio. Ms. Sollaccio stated her plans for the Commission. Commissioner Mitchell noted that she received funds from Urban Renewal to work on the Fenton building. He asked how she will handle the optics; Ms. Sollaccio noted the optics would be adding transparency to what is happening at the building and will build trust with the community. He asked if she plans on running for the position; she stated she plans on running for the position in November. Commissioner Dyer noted his appreciation for her taking on the Fenton building project. Mayor Balensifer noted she attended the ethics training and asked if she has taken any of the League of Oregon Cities (LOC) trainings; Ms. Sollaccio stated she has started some of the trainings and that she has taken the chair training. Mayor Balensifer asked for the record what her vision is for the city if she were to become a member of the commission. Ms. Sollaccio stated being a mother of two small children she wants to create a community where they will thrive. She wants to find the challenges that face the community and address them. Mayor Balensifer noted that the Urban Renewal board has tried to get businesses to take urban renewal funds, and no one would take them. He stated that he thinks it's commendable that she took funds and is trying to do something with them.

Commissioner Poe made the motion to appoint Jessica Sollaccio to City Commission Position No. 2, provided training requirements are met from the vacancy notice. Motion was seconded and passed unanimously.

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

Ms. Moberg discussed her time off request. She noted that she will miss the August 13th meeting. She stated she tries to plan vacations around city commission meetings, but this was unavoidable.

Commissioner Mitchell made the motion approve City Manager Moberg's vacation request. Motion was seconded and passed unanimously.

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

City Manager Esther Moberg presented for its second reading and adoption Resolution No. 2667, A Resolution Adopting Public Records Fees, And Repealing Resolution No. 2658.

Commissioner Dyer made the motion to conduct the second reading, of Resolution No. 2667. Motion was seconded and passed unanimously.

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

Commissioner Mitchell made the motion to adopt Resolution No. 2667. Motion was seconded and passed unanimously.

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

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Public Works Director Greg Shafer discussed the need for an ultrasonic algae control system at the raw water reservoir. He noted that the Water Treatment plant is operated by only 2 staff members. He stated this was approved in the budget and the system is expected to decrease algae blooms by 70-90%.

Commissioner Mitchell made the motion to approve the purchase of and authorize the Mayor's signature for the purchase of the MPC Grid Algae Control System from LG Sonic for \$52,330.00 with a 10% contingency in the event of unforeseen expenses. Motion was seconded and passed unanimously.

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

PUBLIC HEARINGS

Mayor Balensifer opened the public hearing on Appeal AP-24-3; Vacation Rental Conditional Use Permit CUP-24-3 for 976 4th Avenue in Hammond. Formalities followed. Mayor Balensifer asked if any Commissioner wished to disclose any conflicts of interest, ex parte contacts, bias or if they have visited the site. Mayor Balensifer stated he had conversation with Mark Hansen about some comments he made on his public testimony and that he had heard from one of the appellants Matt Higgins about the concern related to parking and that he has made a site visit to look at the roads and that is the extent of his ex parte contacts, and it will not affect his impartiality. Commissioner Poe stated that he has had contact with both Matt Higgins and Mark Hansen; both expressed concerns about the decisions one way or another; he did not benefit from either of the contacts nor does he expect to; he does have property adjacent to both properties and that he is able to continue and give an impartial decision based on the record and applicable code. Commissioner Mitchell stated he had a conversation with Mark Hansen. Commissioner Dyer stated he visited the property. There were no other conflicts of interest disclosed. Mayor Balensifer asked if all members who have stated their ex parte contacts believe they can still make a fair and impartial decision; all members confirmed. No members of the audience challenged any commission members impartiality.

Planning Director Matthew Ellis presented the staff report on the appeal. He noted the process that has taken place. He noted the conditions of approval the Planning Commission set forth. Mayor Balensifer asked Mr. Ellis if a vacation rental is a commercial use or residential use; Mr. Ellis stated it would be a residential use. Mayor Balensifer asked how there was a 12 hour notice on the conditions of approval when the permit outlines 30 minutes; Mr. Ellis noted it was a decision of the Planning Commission. Brief discussion followed. Mayor Balensifer asked if units are built as a residential use, and someone decides they want to convert to vacation rental use does that pose any issues in terms of city policy; Mr. Ellis responded. Mayor Balensifer asked Police Chief Mathew Workman to speak on his memo. Mayor Balensifer asked Chief Workman a hypothetical regarding parking enforcement, a large group of friends roll up in their SUVs and they can't fit them in the off-street parking, and they park on the street; Chief Workman noted what the police department can do in regard to enforcement of parking. Brief discussion continued on parking. Commissioner Mitchell asked why the pre application conference didn't happen; Mr. Ellis noted it was a lack of notification from staff in regard to stressing the importance of the requirement of the pre application conference. Commissioner Dyer asked if

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they will have 30 minutes or 12 hours to respond to the property; Mr. Ellis stated they will have 30 minutes to respond. Mayor Balensifer noted that the commission has the power to revoke vacation rental permits. He noted that conditional use permits can be violated/ revoked. Discussion followed on the process of revoking conditional use permits.

Mayor Balensifer asked if the appellant would like to make a statement; Sammi Beechan stated her address for the record. She noted her concerns with the precedent that is set for it being treated as commercial while being built as residential and if it were applied to be built as a hotel it would be held to different standards. She noted concerns with the conditions of approval. Appellant Matthew Higgins spoke in favor of the appeal. He noted his concerns with parking, including boat trails and RVs and how it will be addressed. Mayor Balensifer stated for the record that there is code to address parking issues. Mayor Balensifer asked for anyone else speaking in favor of the appeal; there were no further comments in favor of the appeal. Mayor Balensifer asked for anyone speaking in opposition of the appeal. John Bastin spoke in opposition of the appeal, he noted he was not told they needed to have a pre application conference and that if he had known it was needed, he would have done it. Wendie Kellington from Kellington Law Group spoke in opposition. She noted that in the Oregon Supreme Court it was decided that short term rentals are a residential use. She noted that the conditional use permit standards have been met and that the appeal should be dismissed because it wasn't timely filed. Pam Ackley spoke in opposition; she discussed the Jetty View Town Home project. She submitted her written comment into the record. Mayor Balensifer asked if there was any other public testimony; no one else wished to speak in favor, opposition or neutral. Ms. Beechan provided rebuttal, noting the development was presented as residential use and now is being presented as a commercial use. She noted her concerns with the property being accessed through private property. Mayor Balensifer closed the public testimony section of the hearing. Mayor Balensifer noted that the record reflects that conditional use can be revoked should bad acting occur. He stated that number 4 on the conditions of approval should reflect the code. Mayor Balensifer asked for clarification on when the appeal fee was paid; Mr. Ellis noted that the application was received by the required date per the code and provided clarification on the fee process. Brief discussion followed on the fee and when it becomes a complete application. Mayor Balensifer asked about trailer parking at the Hammond Marina; Ms. Moberg provided clarification.

Commissioner Mitchell made the motion to amend the conditions of approval on number 4 to reflect 30 minutes. Motion was seconded and passed unanimously.

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

Commissioner Mitchell made the motion that based on the findings and conclusions of the June 25, 2024, staff report, to deny Appeal AP-24-3 and affirm the decision as amended of CUP-24-3. Motion was seconded and passed unanimously.

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

Mayor Balensifer opened the public hearing on Appeal AP-24-4; Vacation Rental Conditional Use Permit CUP-24-4 at 960 4th Avenue in Hammond. Formalities followed. Mayor Balensifer asked if any Commissioner wished to disclose any conflicts of interest, ex parte contacts, bias or if they have visited the site. Commissioner Poe stated that he has had contact with both Matt

Higgins and Mark Hansen both expressed concerns about the decisions; he did not benefit from either of the contacts nor does he expect to; he does have property adjacent to both properties and that he is able to give an impartial decision based on the record and applicable code. Commissioner Mitchell stated he had a conversation with Mark Hansen. Mayor Balensifer stated he had conversation with Matt Higgins and with Mark Hansen related to the appeal and that he has done a site visit. Commissioner Dyer stated he has done a site visit.

Mayor Balensifer closed the previous public hearing for AP-24-3 and resumed the hearing for AP-24-4.

No members of the audience challenged any commission members impartiality.

Planning Director Matthew Ellis presented his staff report on the appeal. Mayor Balensifer asked for public comments. Mayor Balensifer asked for testimony in favor of the appeal; no one spoke in favor. Mayor Balensifer asked if anyone spoke in opposition; Mark Hansen spoke in opposition of the appeal. He noted the HOA rules and that he is the declarant of the HOA. Mayor Balensifer asked if anyone else wished to speak against the appeal; no one spoke against the appeal. Mayor Balensifer asked if anyone else wished to speak neutral to the appeal; no one spoke neutral to the appeal. The appellant Matthew Higgins noted he appreciates the change from 12 hours to 30 minutes in the conditions of approval. Mayor Balensifer closed the public testimony portion of the hearing.

Commissioner Mitchell made the motion to amend the conditions of approval on number 4 to state 30 minutes not 12 hours. Motion was seconded and passed unanimously.

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

Commissioner Dyer made the motion that based on the findings and conclusions of the June 25, 2024, staff report, to deny Appeal AP-24-4 and affirm the amended conditions of approval decision of CUP-24-4. Motion was seconded and passed unanimously.

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

Mayor Balensifer closed the public hearing for AP-24-4.

Mayor Balensifer opened the public hearing on Appeal AP-24-5; Vacation Rental Conditional Use Permit CUP-24-5 at 964 4th Avenue in Hammond. Formalities followed. Mayor Balensifer asked if any Commissioner wished to disclose any conflicts of interest, ex parte contacts, bias or if they have visited the site. Commissioner Poe stated that he has had contact with his neighbors Matt Higgins and Mark Hansen they both expressed concerns about the decisions; he did not benefit, nor does he expect to; he does have property adjacent to both properties and that he is able to continue and give an impartial decision based on the record and applicable code. Commissioner Dyer stated he visited the property. Commissioner Mitchell stated he had a conversation with Mark Hansen. Mayor Balensifer stated he spoke with Mark Hansen prior to the meeting, he talked with Matt Higgins and did a site visit, and he feels he can make an impartial decision. No members of the audience challenged any commission members impartiality.

Planning Director Matthew Ellis presented his staff report on the appeal. There were no questions of staff. Mayor Balensifer asked if the appellant wished to speak; the appellant did not wish to speak. Mayor Balensifer asked if anyone wished to speak in support of the appeal; no one spoke in support of the appeal. Mayor Balensifer asked if anyone wished to speak against the appeal; Wendie Kellington, Kellington Law Group spoke against the appeal. She entered her written testimony and testimony from AP-24-3 into the record. Jordan Winters entered his name and address to the record. He noted that Mark Hansen has a history of caring for people and that he will demonstrate being a conscious and courteous homeowner. Pam Ackley entered her prior testimony from AP-24-3 and written testimony into the record. Mayor Balensifer asked if anyone wished to speak neutral; no one wished to speak neutral. Sammi Beechan presented her appellant rebuttal noting she would like to enter her prior comments from AP-24-3 comments carried over to AP-24-5 she added that if it was a commercial property it would be held to different standards. There being no further comments, Mayor Balensifer closed the public testimony portion of the public hearing.

Commissioner Mitchell made the motion to amend the conditions of approval on item 4 for CUP-24-5 to read 30 minutes instead of 12 hours. Motion was seconded and passed unanimously.

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

Commissioner Dyer made the motion that based on the findings and conclusions of the June 25, 2024, staff report, to deny Appeal AP-24-5 and affirm the amended decision of CUP-24-5. Motion was seconded and passed unanimously.

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

Mayor Balensifer closed the public hearing for AP-24-5.

Mayor Balensifer opened the public hearing on Appeal AP-24-6; Vacation Rental Conditional Use Permit CUP-24-6 at 968 4th Avenue in Hammond. Formalities followed. Mayor Balensifer asked if any Commissioner wished to disclose any conflicts of interest, ex parte contacts, bias or if they have visited the site. Commissioner Poe stated that he has had contact two neighbors Matt Higgins and Mark Hansen both expressed concerns about the decisions; he did not benefit from either of the contacts nor does he expect to; he does have property adjacent to both properties and that he is able to continue and give an impartial decision based on the record and applicable code. Commissioner Dyer stated he visited the site. Commissioner Mitchell stated he had a conversation Mark Hansen. Mayor Balensifer stated he had conversation with Mark Hansen prior to the meeting, he talked with Matt Higgins and that he has done a site visit and that he feels he can make a fair and impartial decision. No members of the audience challenged any commission members impartiality.

Planning Director Matthew Ellis presented his staff report on the appeal. Mayor Balensifer asked if the appellant wished to make any statements; the appellant did not wish to make any statements. Mayor Balensifer asked if Matt Higgins wished to make any statements; he did not. Mayor Balensifer opened the public testimony. Mayor Balensifer asked if anyone wished to speak in favor of the appeal; no one spoke in favor of the appeal. Mayor Balensifer asked if

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anyone wished to speak in opposition to the appeal. Wendie Kellington, Kellington Law Group spoke in opposition and requested her testimony from AP-24-3 be entered into the record. Mr. Hansen spoke in opposition and requested to carry over his testimony from AP-24-4. Mayor Balensifer asked if anyone wished to speak neutral; no one wished to speak neutral. There was no rebuttal from the appellant. There being no further comments, Mayor Balensifer closed the public testimony portion of the public hearing.

Commissioner Poe made the motion to amend the conditions of approval of CUP-24-6 to state in paragraph 4 - 30 minutes instead of 12 hours. Motion was seconded and passed unanimously.

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

Commissioner Poe made the motion that based on the findings and conclusions of the June 25, 2024, staff report, to deny Appeal AP-24-6 and affirm the amended decision of CUP-24-6. Motion was seconded and passed unanimously.

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

Mayor Balensifer closed the public hearing for AP-24-6.

DISCUSSION ITEMS - None

GOOD OF THE ORDER

At 8:03 pm, Mayor Balensifer announced the Commission will now meet in executive session under authority of ORS 192.660(2)(e); *to conduct deliberation with persons designated by the governing body to negotiate real property transactions.*

At 8:22 p.m. Mayor Balensifer reconvened the regular meeting, and noting no further business, adjourned the meeting.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: July 9, 2024
 SUBJ: 2024 Pavement Management – Approval to Award

SUMMARY

As previously approved by the City Commission, Public Works advertised for bids to complete the 2024 asphalt overlays. Public bid opening was held on June 27th, at 2:00pm and the apparent low bidder is Bayview Asphalt, Inc. in the amount of \$454,762. Public Works is requesting Commission approval to proceed with bid award provided no protests are received (within the one-week protest period).

RECOMMENDATION/SUGGESTED MOTION

"I move to approve award of the 2024 Pavement Management overlay project to Bayview Asphalt Inc. in the amount of \$454,762, including 10% contingency; provided the bid is not protested."

ALTERNATIVE

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

FISCAL IMPACT

The approved 2024-2025 budget has \$600,000 allocated to this project.

Approved by City Manager: Esther Moberg

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



June 28, 2024

City of Warrenton
Attn: Greg Shafer, PE, Public Works Director
PO Box 250
Warrenton, OR 97146

**Re: Recommendation for Bid Award for 2024 Pavement Management Project
NCCivil Project No. 24007War**

Dear Greg:

There were 2 prime plan holders for the above referenced public works project. The public bid opening was held on June 27, 2024 at 2:00 PM, at which time there were 2 bids submitted.

Upon review of the bid package submitted, we recommend that the project be awarded to Bayview Asphalt Inc. for the calculated amount of \$454,762.00. The second bid, submitted by Olympia Granite, is in the amount of \$526,110.00. The Engineer's Opinion of Probable Construction Cost for this project is approximately \$539,981.00.

Upon your authorization, we will issue the required Notice of Intent to Award the contract to the lowest responsive bidder identified above. Notwithstanding any bid protests that might be submitted within seven days from after the date of the Notice of Intent to Award the contract, we will then award the contract to the lowest responsive bidder identified above.

Upon your approval, we will send out the notification to the 2 contractors who submitted bids.

If you have any questions, regarding this project or the bid process, please feel free to call at your convenience.

Sincerely,

Kyle Ayers, P.E.
Project Manager

encls: Bid Tabs
cc: Project File

2024 PAVEMENT MANAGEMENT PROGRAM (#9086530)
 Owner: Warrenton OR, City of
 Solicitor: North Coast Civil Design
 06/27/2024 02:00 PM PDT

| Line Item | Item Description | UofM | Quantity | Bayview Asphalt Inc. | | Olympia Granite | |
|-----------|---|------|----------|----------------------|--------------|-----------------|--------------|
| | | | | Unit Price | Extension | Unit Price | Extension |
| 1 | MOBILIZATION, BOND, TRAFFIC CONTROL | LS | 1 | \$54,200.00 | \$54,200.00 | \$44,000.00 | \$44,000.00 |
| 2 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED- 11TH ST SW (W) | TONS | 384 | \$146.00 | \$56,064.00 | \$190.00 | \$72,960.00 |
| 3 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED - HARBOR CT NE (W) | TONS | 162 | \$163.00 | \$26,406.00 | \$190.00 | \$30,780.00 |
| 4 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED - ALDER AVE SW (W) | TONS | 250 | \$153.00 | \$38,250.00 | \$190.00 | \$47,500.00 |
| 5 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED - 13TH ST SE (W) | TONS | 84 | \$170.00 | \$14,280.00 | \$190.00 | \$15,960.00 |
| 6 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED- 9TH ST SE (W) | TONS | 114 | \$167.00 | \$19,038.00 | \$190.00 | \$21,660.00 |
| 7 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED- SILVERSIDE PL (H) | TONS | 165 | \$163.00 | \$26,895.00 | \$190.00 | \$31,350.00 |
| 8 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED - SECOND AVE (H) | TONS | 53 | \$188.00 | \$9,964.00 | \$190.00 | \$10,070.00 |
| 9 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED - LAKE ROAD (H) | TONS | 633 | \$140.00 | \$88,620.00 | \$190.00 | \$120,270.00 |
| 10 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED - SILVERSIDE ST (H) | TONS | 172 | \$163.00 | \$28,036.00 | \$190.00 | \$32,680.00 |
| 11 | FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED - FIRST AVE (H) | TONS | 208 | \$153.00 | \$31,824.00 | \$190.00 | \$39,520.00 |
| 12 | FURNISH & INSTALL WATER BARS AS DIRECTED BY ENG. | LF | 165 | \$50.00 | \$8,250.00 | \$30.00 | \$4,950.00 |
| 13 | FURNISH & INSTALL FRANCHISE UTILITY ADJUSTMENTS | EA | 15 | \$45.00 | \$675.00 | \$100.00 | \$1,500.00 |
| 14 | FURNISH & INSTALL ELEVATION ADJ OF CATCH BASINS, (GRADE RINGS OR NEW TOPS/GRATES) | EA | 4 | \$2,560.00 | \$10,240.00 | \$500.00 | \$2,000.00 |
| 15 | FURNISH & INSTALL 12" WHITE, THERMOPLASTIC STOP BARS | LF | 98 | \$40.00 | \$3,920.00 | \$40.00 | \$3,920.00 |
| 16 | FURNISH & INSTALL SHOULDER ROCK - COMPACTED 3/4"-0" | CY | 254 | \$150.00 | \$38,100.00 | \$185.00 | \$46,990.00 |
| | | | | | \$454,762.00 | \$526,110.00 | |



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: July 23, 2024

SUBJ: 2024-2025 Public Safety 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 2024-2025 City Budget. Historically the agreement is signed by the respective City Mayor and City Manager from each City.

RECOMMENDATION/SUGGESTED MOTION

Approve the 2024-2025 Public Safety Dispatch Services Agreement and have it signed by the Mayor and City Manager.

“I move to approve the Public Safety Dispatch Services Agreement with the City of Astoria for Fiscal Year 2024 – 2025 and to have the Mayor and the City Manager sign the agreement.”

ALTERNATIVE

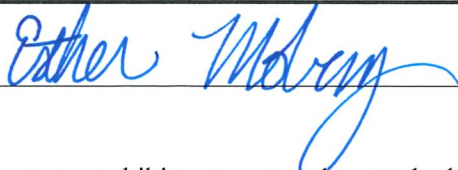
Not feasible. We could create and operate our own Public Safety Answering Point (PSAP), but this is not feasible and would be extremely expensive.

FISCAL IMPACT

The FY 2024-2025 dispatch services will cost the City **\$241,706**, around a **7.72% increase** from **\$224,388** in FY 2023-2024.

ATTACHMENTS:

- One (1) copy of the 2024 – 2025 Police Dispatch Services Agreement.

Approved by City Manager: 

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

AGREEMENT

PUBLIC SAFETY DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2024 by and between the CITY OF WARRENTON, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

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

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

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

1. Answering service for City emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
6. Providing LEDES teletype service to authorized personnel and agencies using ORI OR0040400.
7. Manage maintenance, repair and replacement of equipment and infrastructure that makes up the land-mobile radiosystem such as radios, repeaters, switches, routers, microwave that are located at radio sites: Megler, Wickiup, Cathlamet, Tillamook Head, Tolovana, Humbug, Reservoir and Skyline. The City remains responsible for all end-user equipment including portable radios, portable repeaters, vehicle mounted radios, and cradle points.

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

II. CONSIDERATION

- A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$241,706.00 for the period of July 1, 2024 to June 30, 2025.

The sum of \$241,706.00, payment due on September 30, 2024

OR

1. For the period from the 1st day of July, 2024 to the 30th day of September, 2024, the sum of \$60,426.50, payment due on September 30, 2024;
2. For the period from the 1st day of October, 2024 to the 31st day of December, 2024, the sum of \$60,426.50, payment due on December 31, 2024;
3. For the period from the 1st day of January, 2025 to the 31st day of March, 2025, the sum of \$60,426.50, payment due on March 31, 2025;
4. For the period from the 1st day of April, 2025 to the 30th day of June, 2025, the sum of \$60,426.50, payment due on June 30, 2025.

III. LIABILITY INSURANCE

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

IV. INDEMNIFICATION

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

V. TELEPHONE LINES

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

VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2024 to June 30, 2025 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria

City of Warrenton

By Sean Fitzpatrick, Mayor

By Printed Name, Title

By Scott Spence, City Manager

By Printed Name, Title

APPROVED AS TO FORM

Astoria City Attorney
Blair Henningsgaard

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: July 9, 2024
 SUBJ: Public Safety Dispatch Services – 2024 Annual Agreement

SUMMARY

The Astoria Police Radio Communications Center (Dispatch Center) provides City of Warrenton Public Works dispatch services including: emergency answering services, agency notification, answering radio calls for service, maintaining citizen call-in logs, and maintaining licensed equipment. Annual service cost of this agreement is \$1,517. Public Works requests approval of the annual agreement.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve that City of Warrenton Public Works continue to receive Public Safety Dispatch Services, via approval and signature of the attached Agreement."

ALTERNATIVE

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

FISCAL IMPACT

The approved 2024-2025 budget has funds to support these dispatch services.

Approved by City Manager: Esther Moberg

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

AGREEMENT

PUBLIC SAFETY DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2024 by and between the CITY OF WARRENTON PUBLIC WORKS, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

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

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

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

1. Answering service for City emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
6. Providing LEDES teletype service to authorized personnel and agencies using ORI OR0040000.
7. Manage maintenance, repair and replacement of equipment and infrastructure that makes up the land-mobile radio system such as radios, repeaters, switches, routers, microwave that are located at radio sites: Megler, Wickiup, Cathlamet, Tillamook Head, Tolovana, Humbug, Reservoir and Skyline. The City remains responsible for all end-user equipment including portable radios, portable repeaters, vehicle mounted radios, and cradle points.

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

II. CONSIDERATION

- A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$1,517.00 for the period of July 1, 2024 to June 30, 2025.

The sum of \$1,517.00, payment due on September 30, 2024

OR

1. For the period from the 1st day of July, 2024 to the 30th day of September, 2024, the sum of \$379.25, payment due on September 30, 2024;
2. For the period from the 1st day of October, 2024 to the 31st day of December, 2024, the sum of \$379.25, payment due on December 31, 2024;
3. For the period from the 1st day of January, 2025 to the 31st day of March, 2025, the sum of \$379.25, payment due on March 31, 2025;
4. For the period from the 1st day of April, 2025 to the 30th day of June, 2025, the sum of \$379.25, payment due on June 30, 2025.

III. LIABILITY INSURANCE

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

IV. INDEMNIFICATION

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

V. TELEPHONE LINES

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

VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2024 to June 30, 2025 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria

City of Warrenton

By Sean Fitzpatrick, Mayor

By Printed Name, Title

By Scott Spence, City Manager

By Printed Name, Title

APPROVED AS TO FORM

Astoria City Attorney
Blair Henningsgaard

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



AGENDA MEMORANDUM

To: The Honorable Mayor and Members of the Warrenton City Commission

Copy: Esther Moberg, City Manager

From: Brian Alsbury, Fire Chief

Date: July 9, 2024

Regarding: 2024-2025 Fire Dispatch Services Agreement

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 2024-2025 City Budget. Historically, the respective City Mayor and City Manager from each City have signed this agreement.

Recommendation / Suggested Motion

Approve the 2024-2025 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 2024-2025 and have the Mayor and the City Manager sign the agreement."

Alternative

Non-feasible.

Fiscal Impact

The FY 2024-2025 dispatch services will cost the city \$35,586.00

Attachments

Two (2) copies of the 2024-2025 Fire Dispatch Services Agreement.

Approved by City Manager: _____

Esther Moberg

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

AGREEMENT

PUBLIC SAFETY (FIRE) DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2024 by and between the CITY OF WARRENTON, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

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

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

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

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

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

II. CONSIDERATION

- A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$35,586.00 for the period of July 1, 2024 to June 30, 2025.

The sum of \$35,586.00, payment due on September 30, 2024

OR

1. For the period from the 1st day of July, 2024 to the 30th day of September, 2024, the sum of \$8,896.50, payment due on September 30, 2024;
2. For the period from the 1st day of October, 2024 to the 31st day of December, 2024, the sum of \$8,896.50, payment due on December 31, 2024;
3. For the period from the 1st day of January, 2025 to the 31st day of March, 2025, the sum of \$8,896.50, payment due on March 31, 2025;
4. For the period from the 1st day of April, 2025 to the 30th day of June, 2025, the sum of \$8,896.50, payment due on June 30, 2025.

III. LIABILITY INSURANCE

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

City of Astoria

City of Warrenton

By Sean Fitzpatrick, Mayor

By Printed Name, Title

By Brett Estes, City Manager

By Printed Name, Title

APPROVED AS TO FORM

Astoria City Attorney
Blair Henningsgaard

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