



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
December 12, 2023 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings will also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 11.28.23
- B. Monthly Finance Report – October 2023

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

4. **COMMISSIONER REPORTS**

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 it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** - None

7. **BUSINESS ITEMS**

- A. Consideration of Preliminary Tide Gate #9 Contract Award
- B. Consideration of Community Center Chairs Surplus Declaration
- C. Consideration of December 26, 2023 Meeting Cancellation
- D. Consideration of Committee Appointments

8. **DISCUSSION ITEMS** - None

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

Under the authority of ORS 192.660(2)(e); to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

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
 November 24, 2023
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Planning Director Jay Blake (via Zoom), Public Works Director Greg Shafer, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 11.14.23
- B. Records Management Policy
- C. Police Department Monthly Report – October 2023
- D. Community Center Advisory Board Meeting Minutes – 10.19.23

Mayor Balensifer noted amendments to the Records Management Policy; under Section 3, adding JPEGs as an acceptable image file and in Section 4, adding the governing body having the ability to retain a record beyond its minimum retention.

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

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

COMMISSIONER REPORTS

Commissioner Mitchell discussed the recent CEDR meeting he attended. He complimented City Manager Moberg stating he received glowing reports. Commissioner Mitchell noted topics that were discussed in the CEDR meeting.

City Manager Esther Moberg noted the passing of Firefighter John Sleutel and the upcoming memorial service that will be held in the near future and will be open to the public. She noted there will be a procession starting in Forest Grove and ending at the fire department.

Mayor Balensifer noted he was at the Fire Hall the day after Mr. Sleutel's passing and noted the impact he had on the community. He noted his dedication to the City of Warrenton.

Commissioner Dyer noted the need to support the other Firefighters during this time.

PUBLIC COMMENT

Tony Faletti spoke in regard to surplussing the chambers chairs and noted he is against it.

PUBLIC HEARINGS - None

BUSINESS ITEMS

Public Works Director Greg Shafer discussed Amendment #2 to the Safe Drinking Water Revolving Loan Fund Financing, to secure funding for the Hammond Transmission Waterline. Mayor Balensifer asked when the project will start; Mr. Shafer noted it will start in late spring or early summer.

Commissioner Dyer made the motion to approve the attached amendment #2 – Contract Amendment with Oregon Business Development Department. Motion was seconded and passed unanimously.

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

Mr. Shafer reviewed an amendment to the Financing Contract for Tide Gate #9. Brief discussion followed; Mr. Shafer will confirm which location Tide gate #9 is.

Commissioner Poe made the motion to approve the attached amendment #1 – Contract Amendment with Oregon Business Development Department for Tide Gate #9. Motion was seconded and passed unanimously.

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

City Manager Moberg presented Ordinance No. 1269 for its second reading and adoption.

Commissioner Mitchell made the motion to approve Ordinance 1269 an Ordinance Vacating A Portion Of An Unnamed And Unimproved Right-Of-Way Within The Subdivision Of Tract 3, Chelsea Subdivision In Section 27 Of The City Of Warrenton, Oregon.

Mayor Balensifer called a point of order; stating there needs to be a motion to conduct the second reading before the ordinance can be approved.

Commissioner Mitchell rescinded his motion.

Commissioner Mitchell made the motion that based on the application materials and staff review memos dated November 14, 2023 and November 28, 2023, to conduct the second reading of Ordinance No. 1269, by title only. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the second reading, by title only, of Ordinance No. 1269; an ordinance vacating a portion of an unnamed and unimproved right-of-way within the subdivision of tract 3, Chelsea subdivision in section 27 of the City of Warrenton, Oregon

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Commissioner Dyer made the motion to approve Ordinance No. 1269. Motion was seconded and passed unanimously.

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

Police Chief Mathew Workman discussed municipal code changes to Chapter 10.04 that took place previously, noting they failed to include language on Hazardous Vehicles and Storage of Vehicles on Streets. He stated that proposed Ordinance No. 1270 will make these corrections. He requested to adopt it under an emergency so it can go into effect immediately. Mayor Balensifer asked City Recorder Dawne Shaw since this is an update to an existing city code with intent already read into the record is that why they are doing an immediate adoption instead of a first and second reading of the ordinance; Ms. Shaw stated that in an emergency situation they have the ability to adopt it in one reading by reading it in full. Mayor Balensifer clarified that the motion should be to declare an emergency exists and to approve Ordinance No. 1270 under that emergency, and that it needs to be read into the record for the motion to be under emergency.

Commissioner Baldwin made the motion to declare an emergency exists and to approve Ordinance No. 1270 under the emergency section of Warrenton’s Charter, amending Section 10.04.370 the City of Warrenton Municipal Code, and adding Section 10.04.380 to the City of Warrenton Municipal Code, and to conduct the first reading in its entirety to become effective immediately after its adoption. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading, in full, of Ordinance No. 1270; An Ordinance Amending Chapter 10.04 “Traffic Regulations” of the Warrenton Municipal Code and Adding Section 10.04.380 “Storage of Motor Vehicles on Streets” to the City of Warrenton Municipal Code. Brief discussion followed. Mayor Balensifer asked Chief Workman about the enforcement of the camping code at Point Adams due to the RVs being on different lots and if he believes the loophole should be changed for industrial entities; Chief Workman stated he is keeping an eye on the situation noting there is one to two people living in the campers. He stated if it is being taken advantage of it will be fixed.

Commissioner Mitchell asked Chief Workman about an Ordinance regarding passing things from a vehicle to someone outside the vehicle he noted there was a sign missing at the Panda Express corner; Chief Workman stated he would look into it.

City Recorder Dawne Shaw presented a Public Records Policy update, noting two resolutions. She highlighted the new process and its go-live date of January 1st. Mayor Balensifer asked if the City will be revisiting fees; Ms. Shaw stated they are keeping the current fees in place until they can reassess and noted they will be revisited in the near future.

Commissioner Dyer made the motion to adopt Resolution No. 2657, a Resolution Updating Policy and Procedures for Public Records and Information Requests, and Repealing Resolution No. 2531. Motion was seconded and passed unanimously.

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

Commissioner Dyer made the motion to adopt Resolution No. 2658; a Resolution Adopting Public Records Request Fees, and Repealing Resolution No. 2531. Motion was seconded and passed unanimously.

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

Ms. Shaw stated that new audience chairs have been ordered for the Chambers and requested to surplus the existing chairs. She noted that there will be the same number of chairs for the chambers and if there is a need for more chairs in the chambers there are chairs that can be borrowed from the fire training room. Mayor Balensifer asked if anyone has expressed interest in the chairs; Ms. Shaw stated no one has shown interest. Brief discussion followed.

Commissioner Poe made the motion to declare the old chambers audience chairs as surplus and disposed of according to current administrative policies. Motion was seconded and passed unanimously.

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

Ms. Moberg discussed a request for Intent to Perform regarding the Fort Point Properties. She noted Fort Point's concerns with the capacity of the Wastewater Treatment Plant and that Fort Point would like something in writing stating the City's intent to execute. Commissioner Mitchell noted that this project has been a long time coming. Mayor Balensifer noted a lot of pressure will be put on the City Manager to deliver the sewer plan upgrades. Brief discussion followed. Mayor Balensifer noted for the record that this precludes having to deal with a separate sewer plan as was prior.

Commissioner Baldwin made the motion to sign a statement of intent of connection or other legally binding document of connection to city utilities for the Fort Point development project that has been preliminarily approved. Motion was seconded and passed unanimously.

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

Ms. Moberg noted a recommendation from the Marina Advisory Committee. Mark Tolley and Seth Hague gave a presentation on a proposed RV Park development at the Hammond and Warrenton Marinas. Mr. Tolley discussed the parcels in both marinas and the best way to use the land is to create a class-A RV resort. He noted that in the Hammond Marina there could be 205 spaces including 16 park model units (Cabins), 7 yurts, and 182 Class A RV pads that include back-in and pull-through. He noted a Great Lodge that would be located on the western side of Lake Drive; the great lodge will include a pool, jacuzzi, playgrounds, bark park, firepits, grilling and smoking areas, and multiple game courts. The great lodge will also have offices, a store, a large gathering room, a fitness center, an arcade, bathing rooms, restrooms, and a guest laundry. He noted the anticipated revenue of \$1.4 – 1.5 million in transient room tax over 5 years. Commissioner Mitchell asked Mr. Hague how much they will charge; Mr. Tolley stated spots will start at \$45 a night. Brief discussion followed on the sites. Commissioner Mitchell asked if they will be able to allow people to park boats during fishing season; Mr. Tolley stated they plan to have a lot for boats. Commissioner Dyer asked what is considered long-term; Mr. Tolley

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stated the lender likes to see between 40 and 60 years. Commissioner Baldwin asked if the spaces are short-term or long-term; Mr. Tolley stated that 70% of the spaces would be short-term daily or weekly and the rest would be monthly. Mayor Balensifer asked what the maximum amount they would charge for a night; Mr. Tolley stated the charge would be \$45-65 depending on location and time of year. Mayor Balensifer asked Ms. Moberg how much the City currently charges per day on dry camping; Ms. Moberg stated that is something she would have to look into. Mr. Hague discussed the low cost. He noted they are leaning towards occupancy. Mr. Tolley noted they will be trying to build the reputation of the park. He noted RV parks are built on word of mouth. He stated over a period of time they will progressively raise the rent. He noted that 5% of the net revenue would go to the City or \$6,000 a month going to the City as a lease payment. Mayor Balensifer asked Mr. Tolley if they will be taking over management and all costs; Mr. Tolley responded stating there would be no cost and no risk to the City. Mayor Balensifer asked what Mr. Tolley's thoughts are on public access to some of the amenities; Mr. Tolley stated they will offer day passes. Commissioner Mitchell noted his concerns with the road and its ability to handle the traffic.

There was unanimous consent to accept the recommendation and will consider the proposal and will explore it further.

DISCUSSION ITEMS - None

GOOD OF THE ORDER

Commissioner Mitchell noted he is glad to see everything that has been done in downtown Hammond.

Commissioner Dyer noted he has a lot of hope for the development out in Hammond and looks forward to hearing more about the project.

Commissioner Baldwin stated the project is something to look forward to.

City Manager Moberg thanked Spruce up Warrenton for the decorations of downtown Hammond.

Mayor Balensifer noted Spruce Up Warrenton is giving away daffodil bulbs.

There being no further business, Mayor Balensifer adjourned the meeting at 7:14 p.m.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

Volume 16, Issue 4

Monthly Finance Report
October 2023

December 12, 2023

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	4.90%	2.10%
Prime Rate:	8.50%	6.25%
◆ CPI-U change:	3.2%	7.7%
◆ Unemployment Rates:		
Clatsop County:	3.6%	4.8%
Oregon:	3.6%	4.8%
U.S.:	3.9%	3.7%

Department Statistics

◆ Utility Bills mailed	3,233
◆ New Service Connections	7
◆ Reminder Letters	369
◆ Door Hangers	75
◆ Water Service Discontinued	10
◆ Counter payments	408
◆ Mail payments	1,029
◆ Auto Pay Customers/pmts	657
◆ Online (Web) payments	1,486
◆ Checks issued	367

Current and Pending Projects

- ◆ Audit/Financial Statements FYE 6/30/23 Due 12/31/23
- ◆ ARPA Funding
- ◆ SDC Annual Report due 12/31/23
- ◆ Landfill Financial Assurance Report due 12/31/23
- ◆ Implementation of Employee Self Service for Leave Requests and Human Resources Software Module.
- ◆ Staffing for vacant positions

Financial Narrative as of October 31, 2023

Note: Revenues and expenses should track at 4/12 or 33.3% of the budget.

General Fund: Year to date revenues amount to \$1,562,804, which is 24.8% of the budget, compared to the prior year amount of \$1,365,237, which was 23.9% of the budget and are up by \$197,567. Increases are shown in franchise fees, transient room tax, municipal court, miscellaneous, interest, lease receipts, and food pod receipts, and are offset by decreases in property taxes, state revenue sharing, planning fees, police charges, fire charges, park charges, and proceeds from sale of assets..

Expenses year to date amount to \$1,949,726, which is 29% of the budget, compared to the prior year amount of \$1,674,533, which was 26.6 % of the budget. All departments are tracking at or under budget except Admin/Commission/Finance due to one time payments at the beginning of the fiscal year.

WBL: Business license revenue amounts to \$81,640, compared to \$80,023 at this time last year, a difference of \$1,617. Year to date licenses issued is 706 compared to 709 at this time last year.

Building Department: Permit revenues this month amount to \$14,859 and \$54,214 year to date, which is 20.2% of the budgeted amount. Last year to date permit revenue was \$65,573.

State Tax Street: State gas taxes re-

ceived this month amount to \$49,307 for fuel sold in September and \$121,379 year to date. City fuels taxes received this month amount to \$38,817 for fuel sold in August and are \$74,843 year to date. Total gas taxes received year to date are \$196,222 compared to \$197,269 at this time last year.

Warrenton Marina: Total revenues to date are \$605,050, 88.9% of the budgeted amount, compared to the prior year amount of \$584,726, which was 81.6% of the budgeted amount. There is \$51,714 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$402,621, 96.1% of the budgeted amount, compared to the prior year amount of \$370,780, which was 96.4% of the budgeted amount. There is \$2,411 in moorage receivables outstanding.

Of the total outstanding receivables:

\$7,297 (13.5%) is current,

\$9,718 (18%) is 30-60 days past due,

\$7,493 (13.8%) is 60-90 days past due and

\$29,617 (54.7%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$221,530 and \$115,385, and \$1,068,478 and \$772,190 year to date for in-city and out-city respectively and totals \$1,840,668 and is 44.1% of the

budget. Last year at this time, year to date fees were \$1,073,221 and \$827,754, for in-city and out-city, respectively and totaled \$1,900,975.

Sewer Fund: Utility fees charged this month are \$246,933 and \$1,026,958 year to date, which is 37.5% of the budget. Last year at this time, year to date fees were \$911,148. Shoreline Sanitary fees year to date are \$48,842. Total revenues year to date are \$1,270,220 compared to \$1,021,377 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$49,372 and \$205,285 year to date and is 33.8% of the budget. Last year to date revenues were \$182,188 which was 33.8% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$93,364 and \$20,227, and \$380,192 and \$80,864, year to date, and are 35.9% and 32.7% of the budget respectively.

Community Center: Rental revenue to date is \$16,007 and represents 80% of the budget. Last year at this time rental revenue was \$9,406, which was 67.2%. The increase in revenue is due to a long term renter that has been renting weekly for three days per week.

Financial data as of October, 2023

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,570,336	2,192,384	1,400,000	156.60	
Plus: Revenues	732,642	1,562,804	6,292,794	24.83	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	12,707	51,294	195,278	26.27	
Admin/Comm/Fin(ACF)	99,455	561,913	1,496,499	37.55	
Planning	34,297	99,527	445,507	22.34	
Police	175,136	746,348	2,331,713	32.01	
Fire	67,931	281,385	1,149,355	24.48	
Parks	12,107	62,221	237,467	26.20	
Transfers	95,883	147,038	871,641	16.87	
Total Expenditures	497,516	1,949,726	6,727,460	28.98	
Ending Fund Balance	1,805,462	1,805,462	965,334	187.03	

	WBL				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	156,704	114,568	109,000	105.11	
Plus: Revenues	383	83,766	87,800	95.41	
Less: Expenditures	1,210	41,247	67,981	60.67	
Ending Fund Balance	155,877	157,087	128,819	121.94	

	Building Department				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	549,303	579,592	620,000	93.48	
Plus: Revenues	17,608	64,761	282,998	22.88	
Less: Expenditures	20,875	98,317	521,845	18.84	
Ending Fund Balance	546,036	546,036	381,153	143.26	

	State Tax Street				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	3,323,408	3,222,554	3,000,000	107.42	
Plus: Revenues	104,139	330,625	4,793,347	6.90	
Less: Expenditures	391,172	516,804	6,829,022	7.57	
Ending Fund Balance	3,036,375	3,036,375	964,325	314.87	

	Warrenton Marina				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	771,119	353,642	330,000	107.16	
Plus: Revenues	15,590	605,050	747,995	80.89	
Less: Expenditures	51,720	223,703	866,310	25.82	
Ending Fund Balance	734,989	734,989	211,685	347.21	

Financial data as of October 2023, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	522,775	269,706	240,000	112.38	2,651,581	1,608,654	1,400,000	114.90
Plus: Revenues	18,383	402,621	419,161	96.05	386,813	2,011,583	7,075,602	28.43
Less: Expenditures	25,044	156,213	545,445	28.64	167,977	749,820	7,330,014	10.23
Ending Fund Balance	<u>516,114</u>	<u>516,114</u>	<u>113,716</u>	<u>453.86</u>	<u>2,870,417</u>	<u>2,870,417</u>	<u>1,145,588</u>	<u>250.56</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,881,468	3,430,433	2,900,000	118.29	2,141,683	2,012,233	1,680,000	119.78
Plus: Revenues	306,929	1,270,220	3,065,029	41.44	58,921	237,200	883,340	26.85
Less: Expenditures	163,311	675,567	4,410,805	15.32	16,215	65,044	2,003,002	3.25
Ending Fund Balance	<u>4,025,086</u>	<u>4,025,086</u>	<u>1,554,224</u>	<u>258.98</u>	<u>2,184,389</u>	<u>2,184,389</u>	<u>560,338</u>	<u>389.83</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	629,094	568,673	445,000	127.79	45,531	35,232	30,000	117.44
Plus: Revenues	118,316	474,978	1,322,595	35.91	1,595	16,914	25,950	65.18
Less: Expenditures	105,212	401,453	1,503,237	26.71	1,635	6,655	34,532	19.27
Ending Fund Balance	<u>642,198</u>	<u>642,198</u>	<u>264,358</u>	<u>242.93</u>	<u>45,491</u>	<u>45,491</u>	<u>21,418</u>	<u>212.40</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	148,779	210,291	185,000	113.67	8,092	7,970	6,100	130.66
Plus: Revenues	13,809	23,321	276,280	8.44	41,550	62,551	5,184,828	1.21
Less: Expenditures	24,942	95,966	313,323	30.63	41,530	62,409	4,371,000	1.43
Ending Fund Balance	<u>137,646</u>	<u>137,646</u>	<u>147,957</u>	<u>93.03</u>	<u>8,112</u>	<u>8,112</u>	<u>819,928</u>	<u>-</u>

Financial data as of October 2023, continued

(\$) Cash Balances as of October 31, 2023						
General Fund	2,202,944	Warrenton Marina	692,853	Storm Sewer	2,163,405	
WBL	155,645	Hammond Marina	517,730	Sanitation Fund	564,029	
Building Department	548,465	Water Fund	2,861,997	Community Center	47,495	
State Tax Street	3,615,870	Sewer Fund	3,797,105	Library	138,084	
Warrenton Urban Renewal Agency						
Capital Projects	8,805					
Debt Service	2,344,137					
General Fund Revenues	Collection Frequency	2023-2024 Budget	Actual as	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				October 2023	October 2022	
Property taxes-current	AP	1,347,187	4.55	61,351	96,657	1,285,836
Property taxes-prior	AP	30,000	57.75	17,324	21,224	12,676
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	628,000	24.04	150,976	122,835	477,024
COW - franchise fees	M	331,911	37.29	123,780	116,750	208,131
Transient room tax	Q	648,269	49.18	318,815	297,869	329,454
Liquor licenses	A	625	0.00	-	25	625
State revenue sharing	MQ	209,754	11.24	23,566	26,085	186,188
Municipal court	M	103,200	24.56	25,347	21,727	77,853
Planning Fees	I	107,000	10.88	11,641	17,690	95,359
Police charges	I	25,000	26.58	6,644	10,733	18,356
Fire charges	SM, I	115,624	0.61	710	700	114,914
Park charges	I	-	0.00	585	865	-
Housing rehab loan payments	I	-	0.00	-	-	-
Miscellaneous	I	3,000	397.20	11,916	5,880	(8,916)
Interest	M	50,000	77.39	38,696	12,473	11,304
Lease receipts	M	221,913	33.92	75,268	74,604	146,645
Food pod receipts	M	-	0.00	10,145	-	(10,145)
Proceeds from sale of assets	I	-	0.00	3,761	6,127	(3,761)
Donations	I	-	0.00	871	-	(871)
Grants	I	-	0.00	-	-	-
Sub-total		3,821,483	23.06	881,396	832,244	2,940,087
Transfers from other funds	I	974,812	0.00	119,495	73,374	855,317
Overhead	M	1,496,499	37.55	561,913	459,619	934,586
Total revenues		6,292,794	24.83	1,562,804	1,365,237	4,729,990

M - monthly
 Q - quarterly
 SM - Semi-annual in January then monthly
 AP - As paid by taxpayer beginning in November
 MAQ - Century Link, NW Nat & Charter-quarterly, all others monthly

S - semi-annual
 I - intermittently
 MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing
 A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2024. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



December 12, 2023

Oregon Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062

RE: State Preparedness and Incident Response Equipment (SPIRE III) Grant Program

To whom it may concern:

On behalf of the City of Warrenton, I am writing to express my support for the County SPIRE III Grant application for emergency equipment. The City of Warrenton fully supports the joint effort of multiple Clatsop County jurisdictions regarding State funded equipment that enables us to decrease risk of life and property damage resulting from an emergency.

Oregon coastal communities are aware of the urgent need to be better prepared for catastrophic events. In meetings with leadership of the Oregon coastal communities, it became clear that each community shares the same goal of being self-reliant. The better prepared we are on an individual basis, the better we can assist others and the State.

The SPIRE program offers a means for us to be better prepared by making emergency equipment available nearby. In the event of a natural disaster such as a large earthquake or a tsunami, the needs of Warrenton would be quite different from even nearby cities. The ability for each jurisdiction to determine what their preparedness needs are, and to request equipment that would meet those needs makes this countywide application very easy to support. The SPIRE grant program provides the flexibility to direct resourceful equipment where it is needed most for the betterment of all communities.

We work closely with city and county emergency management leadership and feel comfortable collaborating on this application. Warrenton fully supports this project, and we are willing to participate. We look forward to working as a team to create a more resilient Oregon Coast.

Sincerely,

A handwritten signature in blue ink, appearing to read "H.A. Balensifer, III". The signature is fluid and cursive, written over a white background.

Henry A. Balensifer, III
Mayor



5

WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Dennis Faletti

ADDRESS: P.O. Box 188 Warrenton

EMAIL: _____

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) _____

BRIEFLY DESCRIBE YOUR TOPIC: R.V. Park at Marinas.

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Tony Faletti

ADDRESS: P.O. Box 188 Warrenton, Or 97146

EMAIL: _____

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) _____

BRIEFLY DESCRIBE YOUR TOPIC: Marina RV Resort at Hammond/
Warrenton marina

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: 12/12/2023
 SUBJ: Preliminary Design Tide Gate #9- Contract Award

SUMMARY

Tide Gate #9 is an essential component of the commercial downtown drainage system and accommodates overflow from Alder Creek. The RFQ for Tide Gate #9 closed on November 6th, 2023. Consor North America, INC was the sole respondent. This contract will provide a Scope of Work and Preliminary Design services to improve Tide Gate #9.

RECOMMENDATION/SUGGESTED MOTION

"I move to award the Contract for Professional Consulting Services to Consor North America, INC in the amount of \$94,835.00."

ALTERNATIVE

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

FISCAL IMPACT

No Fiscal Impact. The City was awarded \$100,000 from the Tide Gate Program for this project by the Oregon Business Development Department.

Approved by City Manager: _____

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

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2023, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Consor North America, INC, 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 Preliminary Design services of Tide Gate #9 for the City of Warrenton, as outlined in the attached Scope of Work (Exhibit A) dated December 4th, 2023.

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 \$94,835.00 for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing Preliminary Design for Tide Gate #9 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@warrentonoregon.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 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 Joshua Owens, PE.

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 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 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

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.

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.

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.

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, Mayor Date

ATTEST: Dawne Shaw, CMC, City Recorder Date

CONSULTANT:

By: _____

Printed Name: _____

Title: _____

_____ Date

EXHIBIT A

SCOPE OF WORK: DEC 4, 2023 Preliminary Design for Tide Gate #9 City of Warrenton

Project Understanding

The City of Warrenton (City) selected Consor North America, Inc. (Consultant) for scoping and preliminary design services to improve Tide Gate #9, located on the west bank of the Skipanon River at the southwest intersection of SW 4th Street and S Main Ave (US Army Corps of Engineers (USACE) River Station D2 31+51). The tide gate is an essential component of the commercial downtown drainage system and accommodates overflow from Alder Creek through an existing 60-inch diameter corrugated metal pipe. Since the gate functions as an outfall for the upstream urbanized area and connects to a storm pump station, the gate is not required to facilitate fish or wildlife passage. Upgrades should account for hydrologic and tidal conditions, and state and federal requirements.

The City was awarded \$100,000 from the Tide Gates Program for this project, which includes funding from the Infrastructure Finance Authority of Oregon and the Oregon State Lottery via the Oregon Business Development Department. This initial grant award will help the City advance design to justify additional loan or grant funding depending on City financial office and State approval. The first project phase must be completed by May 31st, 2024, as a condition of the grant.

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management

Task 1.1 Overall Project Coordination

Review project files, supplied technical data, design standards, and policy and procedure manuals. Coordinate with subconsultants, assign to and manage the appropriate level of staff expertise for the project at each phase of design, coordinate design reviews and the implementation of design review comments, and perform other project coordination. For each submittal, compile review comments provided by the City and other involved parties along with a proposed response to each comment received. Participate in bi-weekly virtual meetings/phone calls with the City.

Assumption(s):

- City review comments will require four (4) hours for each submittal to compile comments and responses. The City will submit one set of written comments for each submittal. Comments will be resolved and memorialized in a comment resolution log.
- One (1) hour per week is required for this task over the project duration indicated in Table 1 between NTP and Bid Opening (5 months).

- Bi-weekly virtual meeting/phone calls with the City will occur up to ten (10) times, up to thirty (30) minutes each.

Table 1 - Project Schedule

2023	
Complete negotiation of scope and fee	December 1
2024	
Consultant Notice to Proceed (NTP)	January 2
Project Kick-off Meeting	January 8
Geotechnical Field Work / Borings	February 12
Complete Survey Basemap & Start Concept Design	February 15
Complete Geotechnical Report	April 12
Complete Concept Design & Scope of Work	April 19
City Review Comments on Concept Design Returned	April 26
Final Deliverables Submittal	May 10
Phase 1 Project Closeout and Final Invoicing	May 17
Grant Funding Project Completion Deadline	May 31

- The schedule in Table 1 is based on current availability and workload of drillers needed to complete Geotechnical Field Work and to allow mobilization to the site in February 2024, and requires the USACE to issue an investigation permit within that time frame. Conceptual design has the potential to compress and absorb schedule delays of the geotechnical investigation.

Task 1.2 Project Meetings

Prepare for and lead up to three (3) virtual project meetings with the City, potentially relating to project kick-off or design discussion topics. Schedule and prepare meeting agendas and summary notes.

Assumption(s):

- For estimating purposes, it is assumed three (3) design team members will attend each project meeting, at four (4) hours each, including time for preparation, facilitation, and reporting.

Deliverable(s):

- Draft and Final copies of agendas and meeting summary notes

Task 1.3 Invoicing and Progress Reports

Monitor project scope, schedule, and budget monthly. Submit monthly invoices to the County with a progress report identifying services performed during the period, services to be performed in the next period, and issues potentially affecting scope, schedule, or budget.

Assumption(s):

- For estimating purposes, task activities and deliverables will occur per Table 1 – Project Schedule over 5 months.

Deliverable(s):

- Up to five (5) invoices and progress reports.

Task 1.4 Quality Control Reviews

Conduct internal quality control reviews for the geotechnical and conceptual design deliverable milestones.

Assumption(s):

- For estimating purposes, four (4) hours of review per deliverable is required for this task.

Task 2 – Geotechnical Investigation

This task will be completed by Cornforth Consultants, Inc. (CCI) as a subconsultant. CCI will provide geotechnical investigation and testing to support geotechnical letter report summarizing the work completed and preliminary design recommendations. The investigation and testing program will be suitable for future analysis to support final design without the need for further investigation and testing.

2.1 Review Existing Information

- Review readily available information that pertains to the geologic conditions and project history at the site.
- Attend a project kick-off meeting and up to three (3) one-hour status meetings.

Deliverable(s):

- Summary of findings included within narrative of Task 2.3

2.2 Site Investigation

- Site reconnaissance to locate borings and determine site access for the drill rig.
- Prepare a geotechnical drilling work plan for USACE review.
- Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and field staff.
- Drill a geotechnical boring from the levee crest into the foundation materials near the existing pipe location. The total boring depth will be 100 feet to meet the site investigation criteria for seismic design. Borings will be abandoned and backfilled in accordance with Oregon Water Resources Department rules and regulations (OAR 690-240).
- Standard penetration tests (SPTs) in accordance with ASTM D 1586 shall be taken at 2½-foot intervals from 0 to 20 feet deep and 5-foot intervals thereafter. The soil samples collected from the SPTs will be classified during drilling along with the groundwater conditions and a field log prepared for the boring. The soil samples will be brought to our laboratory for further evaluation and testing. Selected samples will be tested to define pertinent soil characteristics as described below.
- Laboratory testing will be performed on select samples collected in the field to evaluate pertinent physical and engineering characteristics of the site soils based on laboratory tests from the borings. CCI will perform the following:
 - Moisture content test for each SPT sample

- Visually sample reclassification
- Up to two Atterberg Limit tests (ASTM D4318)
- Up to two grain size distribution tests with hydrometer (D7928)
- Up to two consolidation tests (ASTM D2435)
- A Standard Proctor compaction test on embankment material (ASTM D698)

Assumption(s):

- A single round of written comments will be required from USACE Portland District to finalize the drilling work plan.
- The City will provide access to the site during both the site reconnaissance and the drilling.
- Boring location can be accessed by a track-mounted drill rig and no traffic control will be required.
- Based on review of satellite imagery, equipment access to the levee crest is several hundred feet from Tide Gate #9 and will require tracking the drill rig along the levee crest behind several private residences. The City will coordinate and manage any required outreach with those property owners to facilitate the start of drilling.
- Site restoration is not required after drilling activity. Levelling or seeding of areas disturbed by drill rigs will be addressed by the City as part of their levee maintenance activity.
- Soil cuttings from the drilling can be disposed of onsite.

Deliverable(s):

- Summary of findings included within narrative of Task 2.3

2.3 Geotechnical Report

CCI will develop preliminary geotechnical recommendations for foundation, embankment stability, and seepage control design, along with an overview of potential construction challenges. The results of the existing information review, field investigations, laboratory testing, and preliminary recommendations for replacement design will be summarized in a geotechnical report. The report will include the following information:

- Project description including a vicinity map and site plan showing the boring location.
- Geologic description of the site.
- A discussion on the subsurface soil conditions including the depth and composition of embankment fill, and depth to groundwater during drilling.
- Laboratory test results and summary boring logs.
- Preliminary design recommendations for outlet wingwalls and headwall pile supports.

- Preliminary design recommendations for construction of the replacement pipe and any design components to mitigate seepage.
- Discussion of anticipated design and construction challenges identified from the results of our site studies including a discussion on the effects of wet weather and/or construction equipment on site soils, and mitigation of unsuitable soil conditions at the site.

CCI will submit a draft report for City review and comment. This task also includes a virtual meeting with the City to discuss the preliminary design recommendations. The CCI will finalize the geotechnical report based on review comments and provide an electronic record copy.

Assumption(s):

- One member from CCI will attend the kick-off meeting and up to two progress meetings under Task 1.2.

Deliverable(s):

- Copy of Geotechnical Drilling Work Plan
- Draft and Final Geotechnical Report

Task 3 – Survey

This task will be completed by S&F Land Services (S&F) as a subconsultant. S&F will provide survey basemap for conceptual design. Survey data will be collected within the survey limits shown in Attachment 'A'. Survey activities include:

- Establish project control.
- Locate utilities within the public right-of-way.
- Collect the following data:
 - Topography, including below water areas within survey limits.
 - Surface features such as edge of asphalt; ditch flow lines; storm pipe inverts, size, and material; headwalls and piles; utility poles, guy lines, and overhead wires; mailboxes and signs; fences and trees, utilities including markers, vaults, manholes, pedestals, etc.
 - Geotechnical boring location.
 - Edge of water and date and time data was collected, approximating the regulatory Ordinary High Water elevation.
- Furnish pictures of existing culvert, tidegate, piles, and headwall in digital format.

Assumptions

- Survey will occur within public right-of-way and levee easements and no right of entry notifications will be required.
- City provided GIS will be used for Water, Sanitary Sewer, and Taxlots.

- Legal boundaries will not be surveyed, and the survey will not be recorded with the County.
- Vertical datum will be NAVD88.
- Horizontal Datum and Projection will be NAD83 Oregon State Plane North.

Deliverable(s):

- Survey basemap in .dwg format using the Consor drawing template.
- Basemap to include a C3D TIN surface.

Task 4 – Conceptual Design

The Consultant will develop conceptual design and cost estimates to assist the City in pursuing funding for future phases of design and construction. Those deliverables will inform the Consultant’s development of subsequent design phase scope of work for future permitting, investigation, analysis, and design.

4.1 Conceptual Design

The Consultant will develop a conceptual design and document findings using the following plan sheet structure:

- Cover sheet
- Existing Conditions sheet
- Plan and profile (culvert profile) sheet
- Culvert sections (levee profile) at the headwall and levee crest, including seepage collar, excavation, and backfill lifts per geotechnical recommendation.
- Headwall profiles and detail sheet
- Dewatering and work area isolation sheet

The Consultant will summarize the conceptual design findings within a brief Basis of Design Memorandum and furnish a planning level construction cost estimate consistent with AACE Class 5 methodology.

Assumption(s):

- All deliverables are in electronic pdf format, sized 11” x 17”.
- The culvert will be replaced in kind (inverts and pipe size) and hydrologic and hydraulic analysis will not be performed.
- The replacement method will be cut and cover.
- A manufactured tide gate product will be selected, and the tide gate details will be per the manufacturer.
- AACE Class 5 cost estimates are consistent with concept screening end usage and have an expected accuracy range of -20% to -50% below, and +30% to +100% above actual costs.

- Dewatering and work area isolation are likely a high-cost work activity and require a cost line item for future funding justification.
- Fish passage is not required.

Deliverable(s):

- Plan set up to five (5) sheets
- Planning level construction cost estimate
- Basis of Design Memorandum

4.2 Design Scope of Work

The Consultant will develop a Scope of Work for a future design phase of the project to document additional permitting, investigation, analysis, and detailed design requirements. The scope of work may include the following tasks:

- Project Management
- Permitting with summary of Federal, State, and Local permits including permits specific to the USACE levee program and state and federal environmental permits
- Grant support, including grant writing and identification of funding options
- Environmental baseline data collection within the area of potential effect, including cultural resources and natural resources
- Survey update and property descriptions for easements and acquisitions if required
- Geotechnical consultation and recommendations for design
- Dewatering and temporary water management
- Public Outreach
- Plans, Specifications, and Estimate
- Design Report
- Bidding Support
- Construction Services

Deliverable(s):

- Scope of Work

Budget

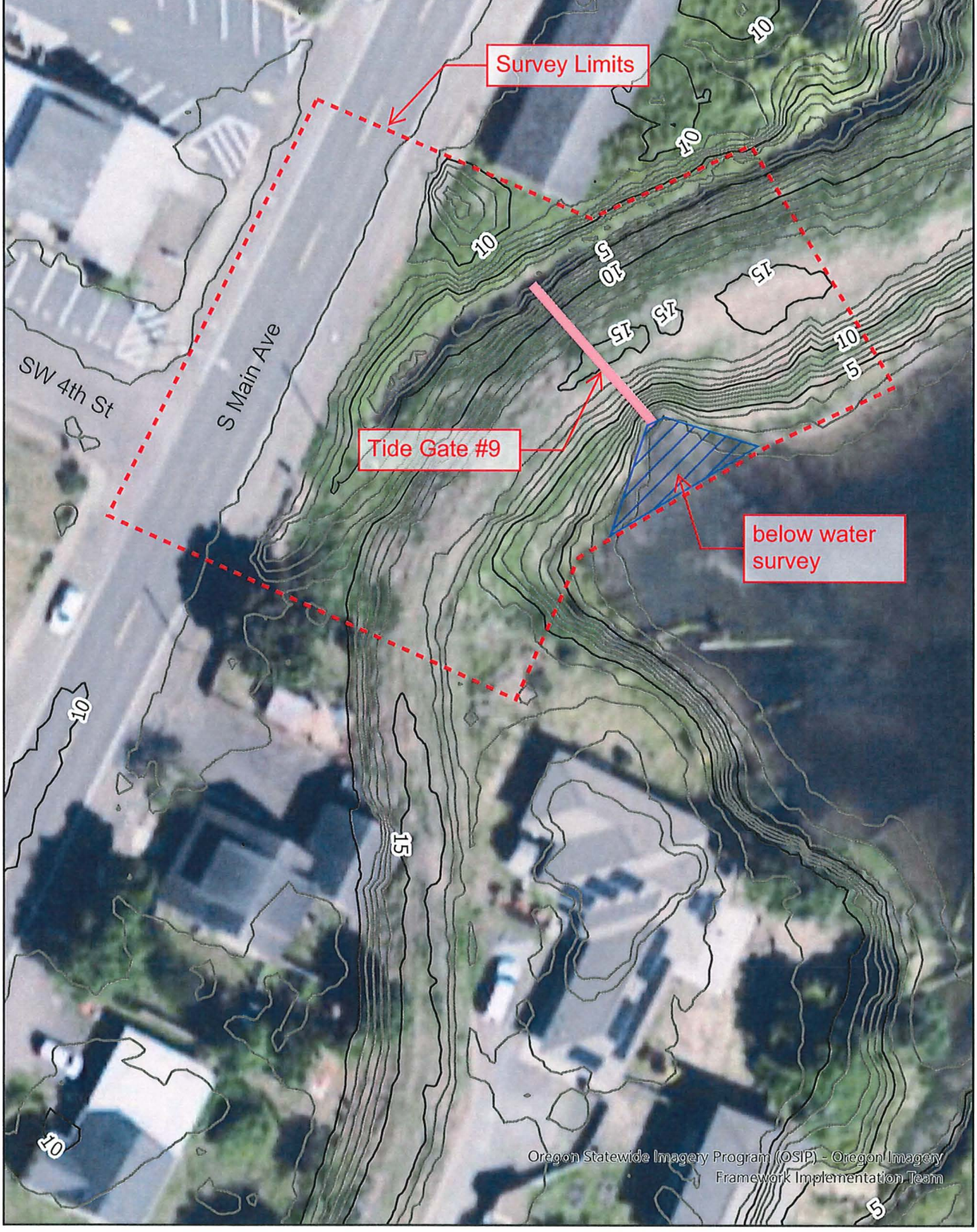
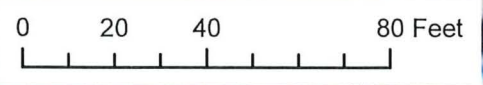
Payment will be made at the hourly rates plus direct expenses incurred for personnel working directly on the project as shown within the Consultant's Schedule of Charges in Attachment 'B'. Subconsultants, when

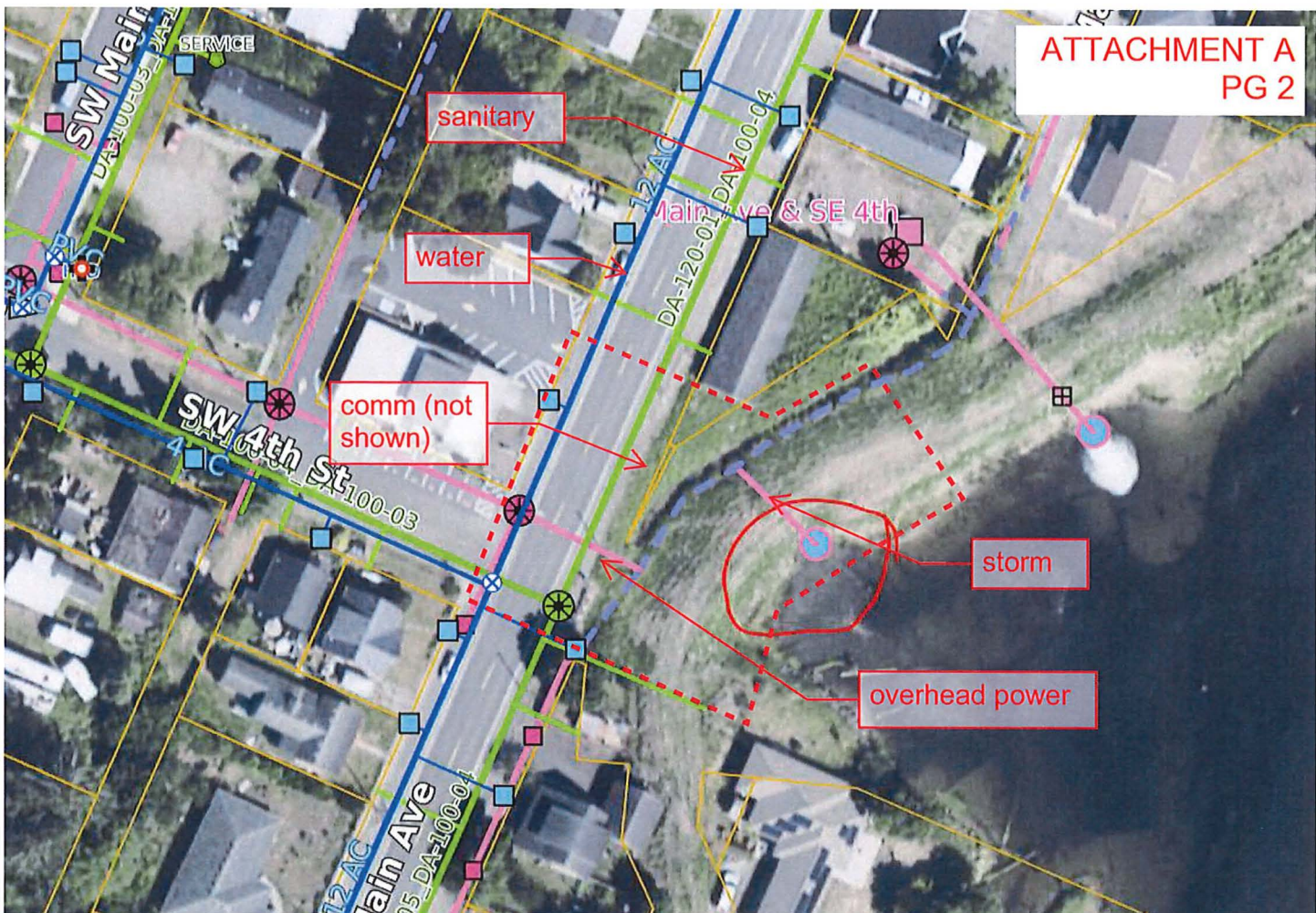
required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage Current	IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost





TIDE GATE No. 9
CITY OF WARRENTON
PROPOSED FEE ESTIMATE: DEC 4, 2023

ATTACHMENT B

	Principal III	Principal Engineer I	Principal I	Professional Engineer VIII	Professional Engineer V	Engineering Designer V	Engineering Designer II	Engineering Designer VI	Administrative III	Hours	Labor	Sub-consultants				CADD Units \$18/hr	Total	
	\$310	\$251	\$257	\$229	\$194	\$186	\$163	\$198	\$122			Survey S&F Land	Geotech CCI	Multiplier % Markup	Total with Markup			
	Average Billing Rate Estimated per Classification/Staff Name	\$322 ToledoZac	\$261 McMurtreyNic	\$267 MentzerudTam	\$238 Owensios	\$202 HuskFat	\$193 HughesCar	\$170 AdamsAle	\$206 EstepMat			\$127 PensansAst						
Task 1 - Project Management																		
Task 1.1 - Overall Project Coordination				8	6					14	\$ 3,116				\$ -	\$ -	\$ 3,116	
Task 1.2 - Project Meetings				12	12					24	\$ 5,279	\$ 2,000	1.1	\$ 2,200	\$ -	\$ -	\$ 7,479	
Task 1.3 - Invoicing and Progress Reports	2			6					6	14	\$ 2,835			\$ -	\$ -	\$ -	\$ 2,835	
Task 1.4 - Quality Control Reviews		4		4						8	\$ 1,997			\$ -	\$ -	\$ -	\$ 1,997	
Task 1 Subtotal	2	4	0	30	18	0	0	0	6	60	\$ 13,227	\$ -	\$ 2,000	\$ 2,200	\$ -	\$ -	\$ 15,427	
Task 2 - Geotechnical Investigation																		
Task 2.1 - Review Existing Information										0	\$ -	\$ 1,800	1.1	\$ 1,980	\$ -	\$ -	\$ 1,980	
Task 2.2 - Site Investigation										0	\$ -	\$ 26,650	1.1	\$ 29,315	\$ -	\$ -	\$ 29,315	
Task 2.3 - Conceptual Design and Report										0	\$ -	\$ 15,000	1.1	\$ 16,500	\$ -	\$ -	\$ 16,500	
Task 2 Subtotal	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 43,450	\$ -	\$ 47,795	\$ -	\$ -	\$ 47,795	
Task 3 - Survey																		
Task 3.1 - Survey										0	\$ -	\$ 5,800			1.1	\$ 6,380	\$ -	\$ 6,380
Task 3 Subtotal	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 5,800	\$ -	\$ 6,380	\$ -	\$ -	\$ 6,380	
Task 4 - Conceptual Design																		
Task 4.1 - Conceptual Design	2	4		8	16	8	20	40		98	\$ 19,997				\$ -	\$ -	\$ 19,997	
Task 4.2 - Design Scope of Work	2	4	2	8		2				18	\$ 4,516				\$ -	\$ -	\$ 4,516	
Task 4 Subtotal	4	8	2	16	16	10	20	40	0	116	\$ 24,513	\$ -	\$ -	\$ -	\$ -	\$ 720	\$ 25,233	
TOTAL - ALL TASKS	6	12	2	46	34	10	20	40	6	176	\$ 37,740	\$ 5,800	\$ 45,450	\$ 56,375	\$ 720	\$ -	\$ 94,835	

TIDE GATE GRANT AND LOAN FUND PROJECT
FINANCING CONTRACT

Amendment Number 1

Project Name: Tide Gate #9

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Warrenton (“Recipient”), and amends the Grant Contract between Recipient and OBDD, Project Number TG2205, dated 03 June 2022, (“Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to extend the Project Close-Out Deadline and Project Completion Deadline and update the Project Description.

The parties agree as follows:

1. Amend the following Key Terms in Section 1 of the Contract as follows (deletion in ~~striketrough~~; addition in double underline):

Project Close-Out Deadline: ~~45 days after the earlier of the Project Completion Date or the Project Completion Deadline~~ 30 June 2024

Project Completion Deadline: ~~June 30, 2023~~ 01 June 2024

2. Remove Exhibit B- Project Description and replace it in its entirety with the following new Exhibit B:

Recipient, with the assistance of a professional engineer licensed in Oregon, shall create a construction plan for the replacement of Recipient’s tide gate #9. Replacing the tide gate and conduit will provide better drainage and flood safety to the Recipient, including roads, residents, businesses, sewer and water systems, and parks.

The Project includes:

- Create a preliminary construction plan for future replacement of the tide gate.
- Complete inspection of the existing tide gate
- Detail the required steps to upgrade/replace the tide gate and the budgetary information needed for the implementation of the construction plan.
- Develop a contingency budget and other budgetary needs.
- Create a project feasibility plan and project alternative analysis.
- Propose a construction timeline.
- Create an operational feasibility analysis including an operation and maintenance plan.

SIGNATURE PAGE TO FOLLOW BELOW

OBDD will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.




STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development
Department



CITY OF WARRENTON

By: Chris Cummings
Chris Cummings, Deputy Director

Digitally signed by Chris Cummings
Date: 2023.12.01 16:05:17 -08'00'

By: 
The Honorable Henry A. Balensifer III, Mayor

Date: _____

Date: November 28, 2023

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR.137-045-0050



**Finance Department
Agenda Memorandum**

To: The Honorable Mayor and Members of the Warrenton City Commission
 From: April Clark
 Finance Director
 Date: December 12, 2023

Regarding: Surplus of Community Center Banquet Chairs

SUMMARY:

The Chairs at the Community Center are in dire need of replacement. The City budgeted for new chairs this fiscal year and the Community Center Advisory Board has recommended replacing the chairs with the same style and pattern. The new chairs have been ordered. The City would like to surplus the existing chairs, per Warrenton Municipal Code 3.28.080, Section J2, "Disposal of Property with Minimal Value." Due to the condition of the chairs, staff believes the chairs have little to no value.

**RECOMMENDATION:
Recommended Motion -**

I move to declare the old Community Center banquet chairs as surplus and that they be disposed of according to current administrative policies.

ALTERNATIVE:

Other action as deemed appropriate by the City Commission

FISCAL IMPACT:

The new chairs were budgeted in the current fiscal year.

Approved by City Manager: _____

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



Silver Vein Frame features attractive, durable
ing glides, and 2 inch padded seat for superior
nmercial dining room chair, as a ballroom chair, for
t seating.

at using 1.8 lb density foam

bric meet CA117 flame retardant

c to better resist stains

s with bumpers for scratch-free stacking

23.5"

16"

18"

ity 500 lbs

y 10 Count

Steel, Fabric

Fabric

Advantage Premier Karjundy-patterned Crown Back Banquet Chair - Silver Vein



Back Material	Fabric	Frame Material	Steel
Finish	Black Powder Coat	Style	Contemporary
Back Style	Crown	Base Style	4 Leg
Padding	Yes	Suitable For Commercial Use	Yes
CAL 117 Certified	Yes	Returnable	Yes
Brand	Advantage	Manufacturer Part Number	CBMW-202



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: City Manager, Esther Moberg
DATE: December 12, 2023
SUBJ: Consideration of December 26th, 2023 City Commission Meeting

SUMMARY

Staff are recommending that the City Commission not hold the second City Commission meeting of the month on December 26th, 2023. City Hall Offices will be closed that day. Due to the holidays, no staff would be available for this meeting.

RECOMMENDATION/SUGGESTED MOTION

I move to cancel the December 26th City Commission meeting.

ALTERNATIVE

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

FISCAL IMPACT

N/A or...budgeted....or how funded

Approved by City Manager: _____

Esther Moberg

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



December 6, 2023

To the Warrenton City Commission:

I nominate Penny Morris for reappointment to position #5 on the Warrenton Community Center Advisory Board.

Penny has been very active with the Community Center Board and has been an integral part in taking their events to new levels!

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is fluid and cursive.

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Penny Morris to Position #5 on the Warrenton Community Center Advisory Board.

Alternatives: Move to table consideration indefinitely and request the mayor submit a new slate of nominees.



December 6, 2023

To the Warrenton City Commission:

I nominate Karin Hopper for reappointment to position #6, and Cynthia O'Reilly for appointment to position #7 on the Warrenton Planning Commission.

Karin has been an active and engaged member of the planning commission. She also represents a highly underrepresented district of our city on our boards: the Fort Steven neighborhood. In light of her avid engagement and involvement, I believe she warrants reappointment.

Cynthia is a realtor, a coast guard wife and mother, and highly involved in many other community groups. You may recall she's been a very active member on the WURA board. She's intelligent, self-motivated, and lives in the Flavel district. I think she will make a great new Planning Commissioner.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive, flowing style.

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Karin Hopper to Position #6 and Cynthia O'Reilly to Position #7 on the Warrenton Planning Commission

Alternatives: Appoint only 1 or none of the nominees and request the mayor submit a new slate of nominees.

Other applicants: Bill Kerr

Updated 7.D Parks
Advisory Board



December 7, 2023

To the Warrenton City Commission:

I nominate the following individuals for reappointments to their respective positions on the Warrenton Parks Advisory Board: Sara Long to Position 6, and Brooke Terry to Position 7.

Position number 5's current holder has decided to retire from the board and that position will remain open until we find an applicant for it.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is fluid and cursive.

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Sara Long and Brooke Terry to Positions 6 and 7 respectively on the Warrenton Parks Advisory Board.

Alternatives: Appoint only 1 or 2, or none of the nominees and request the mayor submit a new slate of nominees.

Removed



December 7, 2023

To the Warrenton City Commission:

I nominate the following individuals for reappointments to their respective positions on the Warrenton Parks Advisory Board: Carol Snell to Position 5, Sara Long to Position 6, and Brooke Terry to Position 7.

I should note that Carol Snell has not yet reapplied, but she has not indicated that she is retiring from the parks board. So, in order to avoid quorum issues I would like to nominate her for reappointment pending her application.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive style.

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Carol Snell, Sara Long, and Brooke Terry to Positions 5, 6, and 7 respectively, on the Warrenton Parks Advisory Board.

Alternatives: Appoint only 1 or 2, or none of the nominees and request the mayor submit a new slate of nominees.



December 6, 2023

To the Warrenton City Commission:

I nominate Abbie Johnson for appointment to position #1 on the Warrenton Community Library Advisory Board.

Abbie is a working nurse, and was recruited by the President of our Friends of the Warrenton Library. She is a young professional, but not a stranger to our area. Some may remember she was the 2014 Miss Scandinavia and has been a proud representative for our area.

Due to state requirements that library board members may only serve two consecutive terms before taking a break and reapplying, I am nominating Abbie to the position that will be vacated by term limits at the end of the year, and the library board will have to conduct a second election for a new chair.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is fluid and cursive.

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Abbie Johnson to Position 1 on the Warrenton Community Library Advisory Board.

Alternatives: Move to table consideration indefinitely and request the mayor submit a new slate of nominees.

*Kelsey Balensifer applied for the board, but I have rejected her application as she is ineligible to serve until she is off the board. No other persons applied for the board this year, and there are a total of 2 vacant positions:

Chair Kelsey Balensifer (pos 1) is term limited

Joy Wheatley-Decius (pos. 2) is being vacated for family reasons



December 7, 2023

To the Warrenton City Commission:

The slate of applicants this year is diverse and all bring different perspectives to the table. All have experience with the marinas. I have been mulling over proposing changes to the Marinas Committee bylaws. In some respects there has been conflict over what role it plays and what role it should play. I believe this should be a topic of discussion at a later date.

The commission has spent considerable attention to the marinas. Since the improvement and planning of the marinas is so important to the commission that it is a two year city commission goal, I have decided it be best if the commission directly appoints this entire board until the goal is remediated. It appointed the first half earlier, and this will be the remaining half.

As a result this letter is a nomination for all candidates, which means the commission must move to appoint three of the four nominees, as only 3 spots are available.

Each applicant represents different strengths they can bring to the marinas. Alphabetically they are:

Pam Ackley has been an active member and chair of the board since the committee was formed. She has issued quite a few recommendations, ideas, and otherwise been interested in its development and success. She is a former city commissioner, the city's realtor of record, and is a marina user.

Jennifer Fowler while one of the current operators of the bait shop, was also the sole respondent to the RFEI. Ostensibly they will be the next long-term operator and I now believe having them on the board will actually be helpful. Previous concerns about conflict of interest have kept her in prior years from being nominated. Since almost all members of the committee have at some point either had at least a stake or at most a conflict at some point, I think it's worth considering her on the board. She is arguably the most active person in Warrenton civics of the nominees.

Dick Hellberg brings a level of institutional knowledge about the marinas formation and evolution to date that nobody else has and I think would be worthwhile to have as we look to a new master plan. He's a marine surveyor, a former mayor and commissioner, and marina user.

Bill Kerr has only been on the committee for a few months, but is no stranger to the marinas as a long time user. My support for his being on the committee remains for the same reasons I originally nominated him for his first appointment.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive style with a large, stylized "H" and "A".

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint (select 3 of the 4 names) Pam Ackley, Dick Hellberg, Jennifer Fowler, and Bill Kerr to Marinas Advisory Committee positions 1, 2, and 3 respectively.

Alternatives: Appoint only 1 or 2, or none of the nominees and request the mayor submit a new slate of nominees.



7.E

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Josh Saranpaa, Warrenton Community Library Director
DATE: 12/12/2023
SUBJ: Approval of John Henry Eldred Jr. Foundation Grant Funds

SUMMARY

With pre-approval from the City Manager, Library Director Josh Saranpaa applied for \$5,000 from the John Henry Eldred Foundation (henceforth "The Foundation") to fund the growth of the children's circulation materials (children's books, DVDs, games, etc.). The Library Director has received notification that the \$5,000 has been approved by The Foundation, and the check is to be mailed to the Library.

The Library budget was built with \$6,500 in "miscellaneous grants revenue", and is therefore requesting approval from the City Commission to accept and utilize these grant funds for the growth of the Library's children's circulation materials/collection.

RECOMMENDATION/SUGGESTED MOTION

I move to approve allowing the Warrenton Community Library to accept the grant funds in the amount of \$5,000 from the John Henry Eldred Foundation.

FISCAL IMPACT

N/A – Budgeted for miscellaneous grant income.

Approved by City Manager: _____

A handwritten signature in blue ink, which appears to read "Esther Moberg", is written over a horizontal line.

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: December 12, 2023
SUBJ: Iredale Culvert/Declaration of Emergency

SUMMARY

In August 2022 the City solicited bids to reconstruct the failed culvert along Iredale Street (from 7th St. to the Columbia River). Unfortunately, the low bid of \$925,694.50 was far in excess of the \$365,000 budget and the City was not able to award the contract. Since that time, the City has applied for a CDS grant of \$1,100,000 to complete the entire project. Just this past December 5th, we experienced yet another storm event, resulting in significant flooding which inundated 7th Street, was a traffic hazard, and posed threats to utilities (gas, electric, water, and sanitary sewer) and residential, business, and public buildings. For these reasons, Public Works is requesting to work under a declaration of emergency (per WMC3.28.080) to expedite construction work on a known failed segment of the culvert (of some 250 ft. from 5th St to 6th St) up to and not to exceed our approved budgeted funds of \$340,000. This work will be done in accordance with the previously approved engineering plans. In the event of the grant approval, Public Works expects to then be able to complete the full project as previously designed, approved, and bid.

RECOMMENDATION/SUGGESTED MOTION

"I move to declare the failed Iredale culvert an emergency project and approve Public Works to proceed with replacing a section of the culvert, not to exceed the approved budget amount of \$340,000."

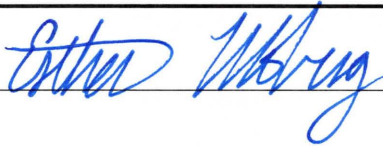
ALTERNATIVE

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

FISCAL IMPACT

The approved 2023-2024 budget has \$340,000 allocated to this project.

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Esther Wang", written over a horizontal line.

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



