



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

March 26, 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 – 3.12.24
- B. Police Department Monthly Report – February 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 Awarding Contract for Public Works Office Roof Replacement Project; Coastline Roofing and Construction

B. Consideration of Tansy Point License Agreement Update

8. DISCUSSION ITEMS

A. Iredale Storm Pipe Update

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
 March 12, 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 (via Zoom), Mayor Pro tem Gerald Poe, Paul Mitchell, Tom Dyer, and Mark Baldwin

Staff Present: City Manager Esther Moberg, Interim City Planner Scott Fregonese, Finance Director Jessica Barrett, Police Chief Mathew Workman, and City Recorder Dawne Shaw

Mayor Balensifer handed the meeting over to Mayor Pro tem Poe.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 2.27.2024
- B. Community Center Advisory Committee Annual Meeting Minutes – 1.18.2024
- C. Community Center Advisory Committee Regular Meeting Minutes – 1.18.2024

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

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

COMMISSIONER REPORTS

Commissioner Mitchell attended the Northwest Housing meeting. He provided a brief update on items that were discussed in the meeting.

Commissioner Dyer attended the Lower Columbia Tourism Committee (LCTC) meeting. He noted the meeting was to discuss the direction LCTC will take.

PUBLIC COMMENT – None

PUBLIC HEARINGS - None

BUSINESS ITEMS

Astoria-Warrenton Chamber of Commerce Director David Reid gave a presentation. He provided an overview of members, staff, and volunteer boards. He noted how many people were reached through social media and additional forms of relaying information. He discussed an accessibility project that is being worked on. Brief discussion followed.

Interim City Planner Scott Fregonese reviewed Ordinance No. 1266, an ordinance updating Warrenton Municipal Code to add review criteria for shipping containers. He noted the history of shipping containers in the City and the process the code amendment has undergone. He reviewed the proposed criteria. Commissioner Mitchell asked about moving pods and how they fit into the ordinance; Mr. Fregonese stated pods are different from shipping containers and the pods are under the size requirements. Mayor Balensifer noted his concerns. Questions and discussion followed. Mayor Balensifer noted amendments he would like to see in the ordinance; Section E adding something addressing holes leading to vermin, adding a reference to the section in the code where shipping containers can be in industrial areas. Mayor Balensifer questioned Section I and why it only states metal as shipping containers can be constructed from other materials. Mayor Balensifer asked how they determine who is grandfathered and who is not, how they vet who is grandfathered and not, and what the enforcement strategy is; Mr. Fregonese stated that the ordinance isn't retroactive and will likely be complaint driven. He noted it is under chapter 8 of the municipal code, not the development code. The enforcement will be similar to land use. Mr. Fregonese noted the City Attorney did not want it in the development code. Mayor Balensifer recommended tabling the ordinance until the next meeting so amendments can be made. Consensus was to table the first reading of the ordinance until the next meeting.

Commissioner Mitchell made the motion to table the first reading of Ordinance No. 1266, until the next meeting. Motion was seconded and passed unanimously.

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

Ms. Moberg stated Ordinance No. 1271; an update to the Warrenton Municipal Code to emergency work noise variances, is presented for its second reading and adoption. Mayor Balensifer noted under the current nuisance code it would be enforceable by the police. He noted there are other issues within the noise code in the city that need to be addressed.

Commissioner Baldwin made the motion to conduct the second reading of Ordinance No. 1271, by title only; Amending Warrenton Municipal Code Title 9, Public Peace and Welfare, Chapter 9.04.040; Unnecessary Noise. Motion was seconded and passed unanimously.

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

Mayor Pro tem Poe conducted the second reading by title only.

Commissioner Baldwin made the motion to adopt Ordinance No. 1271. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Ms. Moberg noted last weekend was the Breakfast with the Easter Bunny, and noted upcoming

MINUTES

Warrenton City Commission

Regular Meeting 3.12.2024

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events and projects in progress.

Mayor Balensifer noted HB1576 passed, and it restored limited recreational immunity.

There being no further business, Mayor Pro tem Poe adjourned the meeting at 6:49 p.m.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
FROM: Chief Mathew Workman
DATE: March 26, 2024
RE: February 2024 Stats Report

Upcoming Dates:

- 03/29 – Rempfer DPSST Graduation
- 04/01 – CERT Meeting
- 04/04 – Citizens Corps Meeting
- 04/08 – DPSST Listening Tour in Seaside
- 04/10 – Mass Casualty Tabletop Exercise
- 04/18 – LEA Meeting
- 04/16 – 04/19 OACP Conf. in Pendleton
- 04/24 – 911 Subscriber Board

Highlights Since the Last Report:

- 02/28 to 03/01 – CIS Conference in Salem
- 03/04 – CERT Meeting
- 03/07 – Citizens Corps Meeting
- 03/14 – Trauma Informed Training
- 03/18 – FBI County Coordination Meeting
- 03/21 – LEA Meeting
- 03/27 – 911 Subscriber Board

Traffic Statistic Highlights:

- Three (3) DUI Arrests (3-Alcohol, 0-Drugs)
- Eleven (11) Driving While Suspended Citations/Arrests
- One (1) Reckless/Careless Driving Citations/Arrest
- Seven (7) Speeding Citations
- One (1) Failure to Yield/Traffic Control Device Citations
- Sixteen (16) Insurance Citations
- Two (2) Failure to Install Interlock Device
- Ten (10) Driver's License Citations
- One Hundred and Sixty Two (162) other Citations and Warnings
- Ten (10) Traffic Crash Investigations
- **Citation vs Warning:** 213 Traffic Stops: 55 Citations, 158 Warnings; Warning **74%** of the time.

TRAFFIC STATISTICS

Overall Statistics:

February Statistics (% changes are compared to 2024)							
Category	2024	2023	% Chg	2022	% Chg	2021	% Chg
Calls for Service	742	629	18%	562	32%	626	19%
Incident Reports	222	182	22%	193	15%	218	2%
Arrests/Citations	154	122	26%	116	33%	196	-21%
Traffic Stops/ Events	248	208	19%	132	88%	107	132%
DUI's	3	1	200%	2	50%	1	200%
Traffic Crashes	10	10	0%	8	25%	17	-41%
Property Crimes	109	94	16%	91	20%	111	-2%
Person Crimes	57	57	0%	54	6%	78	-27%
Drug/Narcotics Calls	5	1	400%	6	-17%	10	-50%
Animal Calls	18	22	-18%	14	29%	17	6%
Officer O.T.	103.8	181.5	-43%	158	-34%	72.25	44%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	666	742							
Incident Reports	206	222							
Arrests/Citations	123	154							
Traffic Stops/ Events	188	248							
DUI's	3	3							
Traffic Crashes	13	10							
Property Crimes	79	109							
Person Crimes	60	57							
Drug/Narcotics Calls	8	5							
Animal Calls	19	18							
Officer O.T.	82.25	103.75							
Reserve Hours	0	0							

Oct	Nov	Dec	2024 YTD	2024 Estimate	2023	2024 v 2023	2022	2024 v. 2022	2021	2024 v. 2021
			1408	8448	9084	-7%	8050	5%	8669	-3%
			428	2568	2529	2%	2484	3%	3160	-19%
			277	1662	1335	24%	1602	4%	2020	-18%
			436	2616	2369	10%	1848	42%	2088	25%
			6	36	30	20%	34	6%	30	20%
			23	138	217	-36%	168	-18%	182	-24%
			188	1128	1127	0%	1204	-6%	1267	-11%
			117	702	825	-15%	811	-13%	1013	-31%
			13	78	60	30%	40	95%	36	117%
			37	222	335	-34%	273	-19%	253	-12%
			186	1116	1572	-29%	2212.8	-50%	1503.1	-26%
			0	0	0	0%	0	0%	0	0%

Homeless Incidents	2024	2023	2022	2021
Code 40 (Normal)	48	30	31	11
Code 41 (Aggressive)	4	2	2	1

Elk Incidents	2024	2023	2022	2021
Interaction:	2	1	0	1
Traffic Accidents:	1	1	0	0
Traffic Complaints:	0	1	1	1
Total:	3	3	1	2

The following is a graphic representation of statistics for **February 2024** using our **CityProtect** membership (formerly [CrimeReports.com](https://www.cityprotect.com)). The "Dots" represent a location of a call and if you zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website (www.cityprotect.com), you can zoom in on each incident for more details.

- Assault

Assault

Assault with Deadly Weapon

Sexual Offense

Sexual Assault

Sexual Offense

Other Sexual Offense

Other Violent Offense

Homicide

Kidnapping

Robbery

Property & Theft

Property Crime

Breaking & Entering

Property Crime Commercial

Property Crime Residential

Other Property Crime

Theft

Theft from Vehicle

Theft of Vehicle

Other Theft

Disorder/Disturbance

Disorder

Disorder

Drugs

Drugs

Liquor

Liquor

Quality of Life

Quality of Life

911 or Other

Community Events

Community Policing

Proactive Policing

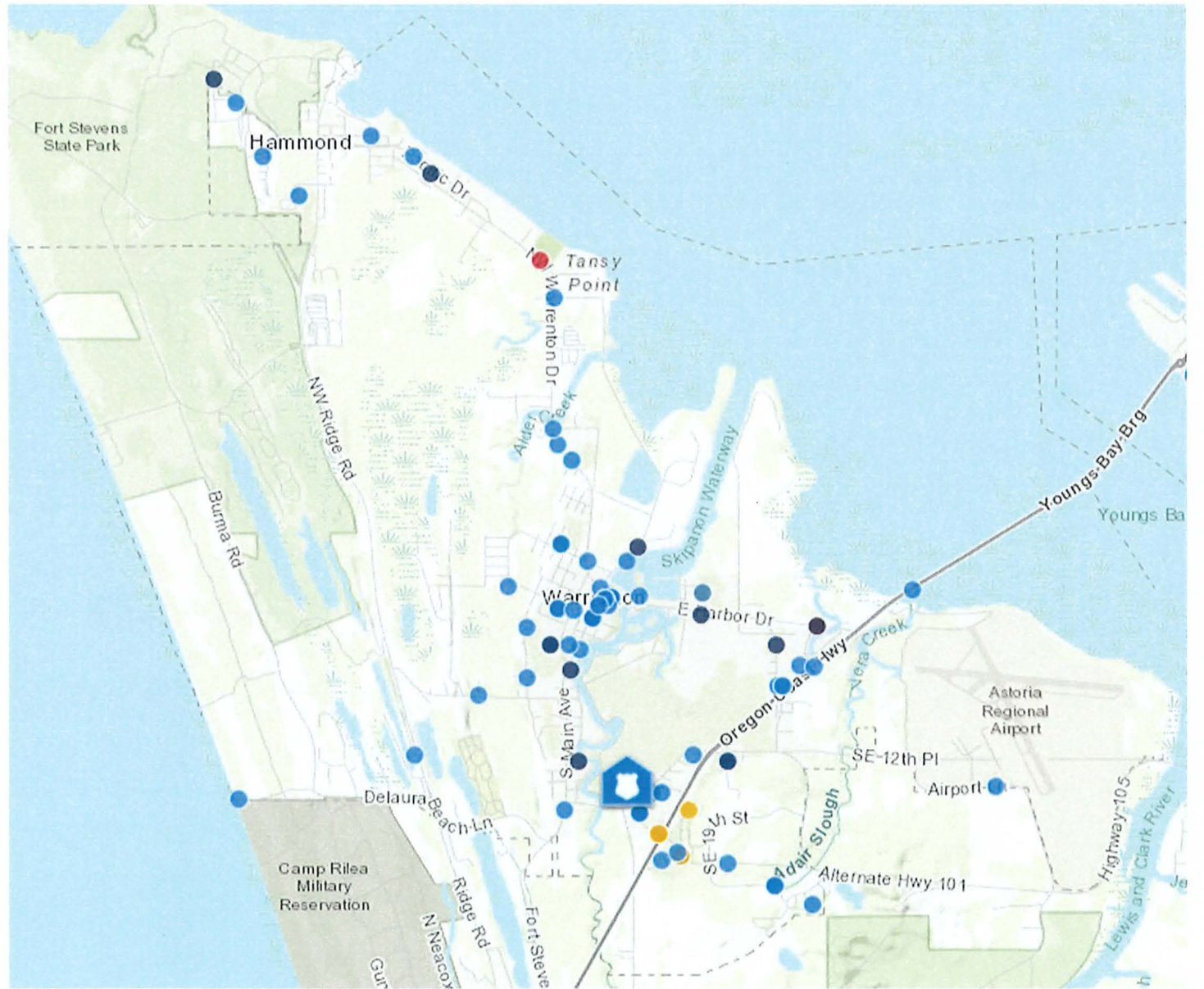
Emergency

Emergency

Fire

Fire

Police Calls





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: March 26, 2024
SUBJ: Public Works Office Roof Replacement

SUMMARY

On October 10, 2023, the City Commission unanimously approved a motion to advertise a request for bids for the Public Works Office Roof Replacement Project. The October 2023 RFQ did not yield a viable quote and a subsequent RFQ was issued in January 2024. The scope of the January 2024 RFQ was expanded to include the replacement of damaged insulation as part of the Department's mold remediation needs. Three (3) bids were received in response to the RFQ, and a public bid opening was held on March 7, 2024. After an evaluation of the submitted bid packages, we recommend that the project be awarded to Coastline Roofing and Construction, Inc. The total for their bid is \$119,547.60. A bid tabulation sheet is attached. Public Works requests Commission approval to award said project to Coastline Roofing and Construction, Inc.

RECOMMENDATION/SUGGESTED MOTION

"I move to award the contract for the Public Works Office Roof Replacement Project to Coastline Roofing and Construction, Inc. in the amount of \$119,547.60 and including a 10% contingency."

ALTERNATIVE

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

FISCAL IMPACT

There is a remaining balance of \$161,414 in the Public Works Building Maintenance budget for the fiscal year ending June 30, 2024.

Approved by City Manager:

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

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

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between Coastline Roofing & Construction, Inc., hereinafter called "**CONTRACTOR**" and the City of Warrenton, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

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

2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

PUBLIC WORKS OFFICE ROOF REPLACEMENT

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

3.00 - COMPLETION OF CONTRACT

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

- Substantial Completion – June 3, 2024
- Final Completion – June 28, 2024

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

4.00 - CONTRACT PRICE

The Contract Price for this project is \$119,547.60. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

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

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

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

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

9.00 - NONWAIVER

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

10.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the **CITY** on account of any labor or material furnished.

CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

12.00 - CITY BUSINESS LICENSE

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

APPROVED AS TO FORM:

City Attorney

Contractor Date

CITY OF WARRENTON, a municipal of the
State of Oregon

BY: _____
Mayor Date

ATTEST:

City Manager Date

City of Warrenton: Public Works Office Roof Replacement Project

Bid Opening: March 7, 2024 at 2:00 p.m.

	Base Bid	Coastline Roofing and Construction, Inc.	Roof Toppers, Inc.	A Plus Construction, LLC
Item	Description	Bid Amount (\$)	Bid Amount (\$)	Bid Amount (\$)
1	Mobilization	\$9,000.00	Included	\$24,500.00
2	Roof Removal and Site Preparation	\$32,000.00	Included	\$12,500.00
3	Roof Material Supply - structural through-fastened metal panel roof system	\$15,511.00	Included	\$35,000.00
4	Roof Installation - structural through-fastened metal panel roof system	\$36,897.60	Included	\$28,500.00
5	Insulation Removal and Replacement	\$19,650.00	Included	\$48,500.00
	Total Base Bid	\$113,058.60	\$167,000.00	\$149,000.00

	Bid Additive A - Non-structural through-fastened metal panel roof system	Coastline Roofing and Construction, Inc.	Roof Toppers, Inc.	A Plus Construction, LLC
Item	Description	Bid Amount (\$)	Bid Amount (\$)	Bid Amount (\$)
A3	Roof Material Supply - non-structural through-fastened metal panel roof system	N/A	N/A	(\$12,000.00)
A4	Roof Installation - non-structural through-fastened metal panel roof system	N/A	N/A	(\$13,000.00)
	Subtotal	N/A	N/A	(\$25,000.00)
	Total Additive A Bid	N/A	N/A	\$124,000.00

	Bid Additive B - structural standing-seam metal panel roof system	Coastline Roofing and Construction, Inc.	Roof Toppers, Inc.	A Plus Construction, LLC
Item	Description	Bid Amount (\$)	Bid Amount (\$)	Bid Amount (\$)

B3	Roof Material Supply - structural standing-seam metal panel roof system	\$6,489.00	N/A	\$2,000.00
B4	Roof Installation - structural standing-seam metal panel roof system	\$0.00	N/A	\$4,000.00
	Subtotal	\$6,489.00	N/A	\$6,000.00
	Total Additive B Bid	\$119,547.60	N/A	\$155,000.00

	Bid Additive C - non-structural standing-seam metal panel roof system	Coastline Roofing and Construction, Inc.	Roof Toppers, Inc.	A Plus Construction, LLC
Item	Description	Bid Amount (\$)	Bid Amount (\$)	Bid Amount (\$)
C3	Roof Material Supply - non-structural standing-seam metal panel roof system	N/A	N/A	(\$12,000.00)
C4	Roof Installation - non-structural standing-seam metal panel roof system	N/A	N/A	(\$6,000.00)
	Subtotal	N/A	N/A	(\$18,000.00)
	Total Additive C Bid	N/A	N/A	\$131,000.00



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Esther Moberg, City Manager

DATE: March 26th, 2024

Summary:

Extension of an existing license agreement as requested by Warrenton Fiber Company. It is noted they will replace 3 fender pilings on the face of tansy point dock as part of the agreement.

RECOMMENDATION/SUGGESTED MOTION

I move the City approve the license agreement extension between J.E. Mcamis and Warrenton Fiber Company, the updated agreement will go through December 31, 2025.

ALTERNATIVE

FISCAL IMPACT

N/A

Approved by City Manager:

March 18, 2024



City of Warrenton
Attn: City Manager Esther Moberg
225 S Main Ave
Warrenton, OR 97146

Sent by Personal Delivery

Warrenton Fiber Co.

RE: Tansy Point License Agreement Update with J.E. Mcamis

389 NW 13th Street
PO Box 100
Warrenton, OR 97146

Phone: 503.861.3305
Fax: 503.861.2925

Esther,

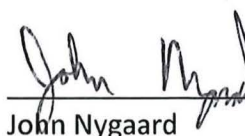
This letter is to request the City of Warrenton's consent to the attached License Agreement between Warrenton Fiber Company and J.E. Mcamis pursuant to our lease agreement of Tansy Point.

The current license agreement with J.E. Mcamis was previously consented to by the City of Warrenton went through March 31, 2025; and this updated agreement will go through December 31, 2025.

We are also coordinating replacing 3 fender piling on the face of the Tansy Point Dock as part of this agreement.

If you have any questions or need anything, please contact me anytime.

Thank you,



John Nygaard

Secretary/Treasurer of Warrenton Fiber Company

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into effective this 14th day of March 2024, by and between Warrenton Fiber Company, an Oregon corporation, ("Licensor") and J.E. McAmis, a California corporation. ("Licensee") (collectively referred to as the "Parties").

RECITALS

- A. Licensor leases real property and improvements including a bulkhead, dock, staging area, and other appurtenances commonly known as Tansy Point from the City of Warrenton at 389 NW 13th Street, Warrenton, Oregon 97146 (the "Property"); and
- B. Licensee desires to use part of the Property for loading, offloading, storage, staging, handling, and loading of rock material and piling relating to the MCR Sand Island Pile Dike Repairs contract, for ingress and egress to the Property, and other related uses; and
- C. Licensor is willing to permit such uses by Licensee.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive right to use the Property and staging area for the purposes specified herein. The Property and non-exclusive staging area of approximately 2 acres are more fully described on Exhibit A, attached hereto and made a part hereof.

2. Use. Licensee, its agents and contractors will have access to and may use the Property and non-exclusive staging (The intent of "non-exclusive" is so that Licensor can use its own property to store logs/chips when Licensee is not utilizing the property. The intent is not for Licensee competitors to use Licensor property for projects Licensee is bidding, subcontracting on, or otherwise working on regardless of whether or not Licensee is immediately using area or not) area for loading, offloading, storage, staging, handling, and loading of rock material and piling, relating to the MCR Sand Island Pile Dike Repairs contract for purposes of ingress and egress, and other related uses. If Licensee has other contracts using the Property during the Term of License, they will coordinate in advance with Licensor on a reasonable increase of the license fee by mutual agreement in writing in good faith. Licensee shall inform Licensor by email of the schedule of its vessels using the dock in advance as much as reasonably known, and coordinate with Licensor if there is a potential conflict with Licensor's operations. Licensee shall prepare, maintain, and repair this non-exclusive licensed area (non-exclusive as described above) in good working condition during the Term of License. If there are reasonable protections needed to protect the dock from damage, then Licensee agrees to coordinate adding these protections with Licensor. Licensee agrees to coordinate as reasonably necessary to not interfere with Licensor's existing operations and use of the Property and dock, including any new future uses. Licensee understands there may be other new future uses of the

Property and dock, and agrees to limit stockpiling and staging rock material and piling and uses near the dock itself, and operating on the southern end of the non-exclusive staging area as much as reasonably possible.

3. Term of License. The License Agreement shall begin on April 1, 2024, and continue for 21 months until December 31, 2025. The Term of License may be extended as reasonably necessary by written mutual agreement of Licensee and Licensor and acknowledgement by the City of Warrenton.

4. License Fee. Licensee shall pay Licensor a License fee of \$12,000 due on the first of each month during the Term of License from April 1, 2024 to December 1, 2024; and \$15,000 due on the first of each month from January 1, 2025, to December 1, 2025; for a total of \$288,000. This License fee shall allow up to 40,000 tons of rock material and piling to be loaded or offloaded at the Property during 2024, and 40,000 tons in 2025. Licensee will pay Licensor for any additional amounts loaded or offloaded at \$3.00 per ton. Licensee shall deliver a summary schedule to Licensor of when its barges or vessels are berthed to and released from the dock at the Property, along with barge tonnage within 3 days or when reasonably known. Any wood piling offloaded under the MCR Sand Island Pile Dike Repairs contract will first be offered to Licensor when it arrives to inspect and keep at its sole discretion within 10 days of notice by Licensee by email of it being offloaded. If Licensor chooses not to keep some or all of this wood piling within 10 days of it being offered, then Licensee is responsible for taking possession and removing any remaining wood piling off-site within a reasonable time. In addition to the License fee, Licensee shall pay Licensor 12% of the Port of Astoria Dockage Rate as described in the current Port of Astoria Tariff for any barges and vessels that berth to the dock at the Property on a monthly basis, which Licensor shall remit to the City of Warrenton as required.

5. Dock and Piling Repair. Licensee shall apply for permits needed to replace the 13 fender piling on the face of the Dock, and replace the 3 missing fender piling as noted in Exhibit B. Licensee shall use best and reasonable efforts to obtain these permits and approvals, and replace the 3 missing fender piling as soon as reasonably possible. Licensor will coordinate with Licensee as reasonably necessary during the piling installation to add the tire fenders and attach the piling to the dock accordingly (tires/fenders provided by Licensor or others). If other fender piling break during the Permit Term reasonably due to activity by Licensee, then Licensee shall replace such fender piling as soon as reasonably possible. If other fender piling break during the Permit Term that are reasonably due to another user, then the parties agree to coordinate replacing such fender piling paid by Licensor at cost to Licensee in good faith.

5. Indemnity. Licensee agrees to indemnify and hold harmless Licensor and City of Warrenton from and against any and all claims, damages, losses, or expenses arising out of or associated with Licensee's use, occupancy, and/or possession of the Property excluding any negligent acts or willful misconduct of Licensor or its employees, agents, or third party contractees, and any reasonable wear and tear.

6. Insurance. During the Term of License, Licensee agrees to provide Licensor with evidence of general liability insurance in the amount of at least \$5,000,000. Licensor and the City of Warrenton, Oregon shall be named as an additional insureds.

7. Notices. All notices required or provided to be sent by either party shall be in writing and shall be deemed to have been given upon personal delivery or upon deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the party at the address set forth below:

Licensee:

J.E. McAmis
Attn: Scott Vandegrift
621 Country Drive
Chico, CA 95928
Email: scott@jemcamis.com

Licensor:

Warrenton Fiber Company
Attn: David Nygaard
PO Box 100
Warrenton OR 97146
Email: jmnygaard@warrentonfiber.com

8. Surrender. Upon expiration of this License, the Property and non-exclusive staging area shall be restored by Licensee to a condition similar or better to what existed prior to the commencement of this License Agreement, reasonable wear and tear excepted.

9. Integrated License. This License Agreement constitutes the entire agreement and supersedes all prior negotiations of the Parties.

10. No Subletting or Assignment. Licensee may not sublet or assign any part of this License Agreement without signed written consent from Licensor and acknowledgment by the City of Warrenton.

11. Termination. Either Party may terminate this License in the event of a material breach by the other Party through written notice to the breaching Party; specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within 10 days of receipt of such notice, or a longer time as reasonably necessary to cure, and this License Agreement will terminate if such cure is not made within 30 days of receipt of such notice.

12. Force Majeure. The Parties shall be relieved from liability under this License Agreement to the extent a Force Majeure event prevents performance.

13. Amendment. This License Agreement may not be modified or amended except in a writing signed by both of the Parties.

14. Governing Law. This License Agreement is entered into and will be governed by the laws of the State of Oregon. Licensor shall comply with all applicable laws, including statutes, regulations, permits, ordinances, or zoning with respect to its Use of the Property.

15. Professional Fees. In the event of the bringing of any action, arbitration or suit by a Party hereto against another Party by reason of any breach of this License Agreement, then the prevailing Party will be entitled to recover from the other Party all reasonable costs and expenses of the action, arbitration or suit, attorneys' fees, accounting, engineering or expert fees, and any other professional fees resulting therefrom, including (without limitation) any attorneys' fees incurred in connection with any appeal or bankruptcy proceeding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this License as of the date first above written.

LICENSOR:

Warrenton Fiber Company

/s/ David Nygaard

By: David Nygaard

Its: President of Warrenton Fiber Company

LICENSEE:

J.E. McAmis

/s/ Scott Vandegrift

By: Scott Vandegrift

Its: Vice President

Consented to this _____ of _____, 2024

City of Warrenton

By: _____

Its: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: March 26, 2024
SUBJ: Iredale Storm Pipe/Update

SUMMARY

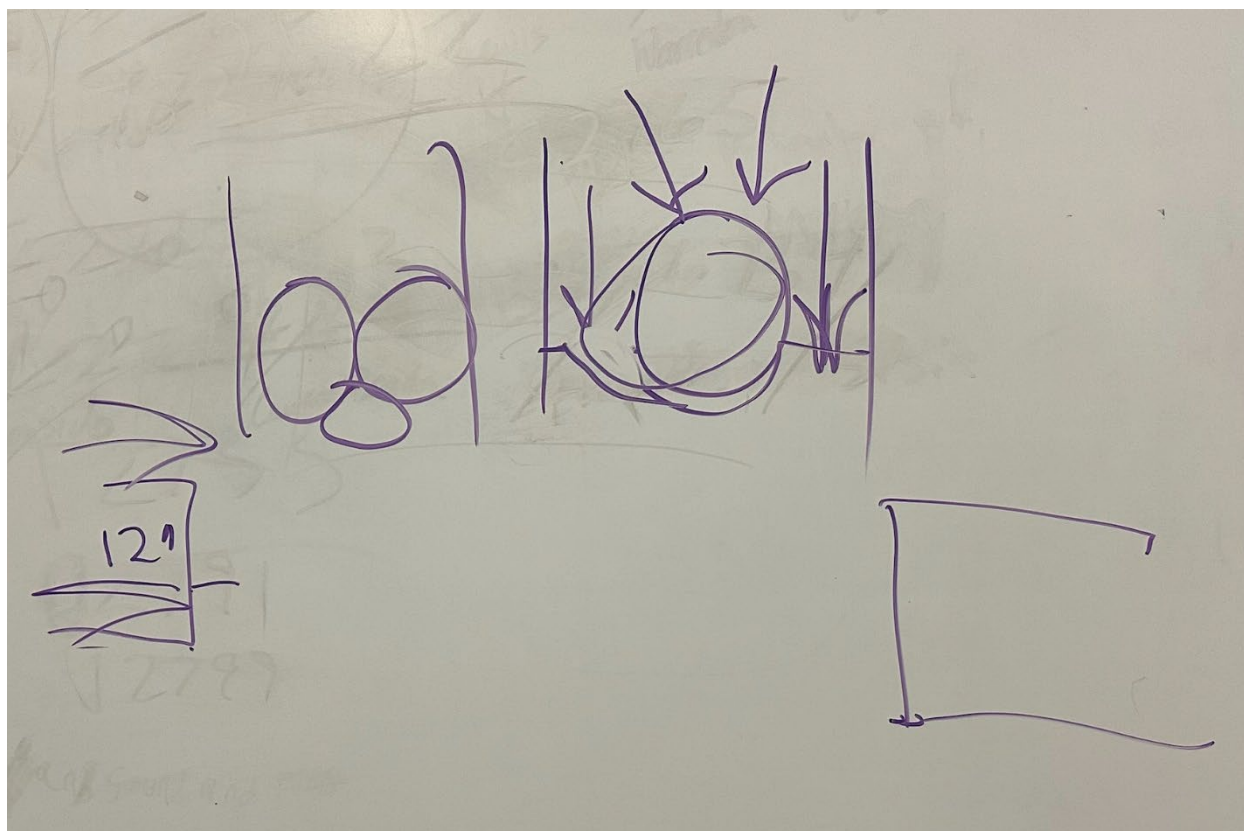
Typical of new construction, the Contractor recently mobilized equipment and materials to begin the replacement of a failed section of the Iredale storm pipe. Work began on March 11th, and within the first 10' of excavation, the Contractor encountered sizable (1'x1'x6') timbers which had been laid under the existing pipe as its foundation. This was an unknown condition, and the Contractor immediately informed our Engineer. It is not possible to install the new 36" pipe without removing the timbers, which for cost and constructability the Contractor and Engineer strongly recommended against. Alternatively, it was recommended to convert this section of storm pipe from one 36" pipe to two 18" pipes running in parallel. This approach would avoid displacement of the timbers, and also provide additional clearance above any intersecting utilities. The Engineer was directed to re-run hydraulic models to ensure acceptable flow capacity. The existing 24" pipe had a capacity of 4.31 CFS. The new dual 18" pipes will have more than three times that capacity at 14.26CFS. The 36" pipe would have 18.81 CFS, however the limiting factor in the system will be the down flow 36" pipe which will have 7.11 CFS capacity, given it will need to be laid at a flatter slope to make grade to its outfall at the tide-gate.

Further, it was realized in the field the new pipe installation will need to extend 50' to the next manhole, due to failed pipe.

Significant cost saving (estimated between \$30K to \$50K) will be realized in not excavating the timber foundation. Savings are also expected in pipe material costs.

FISCAL IMPACT

The approved 2023-2024 budget has \$365,000 allocated to this project. The Contactor's base bid is \$243,183, and the Engineer's contract (for construction engineering, inspection, and administration) is \$19,100. Accordingly, this provides us \$102,717 for forthcoming change orders, and we are confident to complete construction within our approved budget,



Commissioner Baldwin's Iredale culvert concerns.