



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

July 23, 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 – 7.09.2024
- B. Police Department Monthly Report – June 2024
- C. Public Works Quarterly Report
- D. Monthly Finance Report – May 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 Bait Shop Design Plan - Fowlers
- B. Consideration of Safe Routes to School Phase 2 – Financing Agreement for ODOT Delivered Federal Project on Behalf of the City of Warrenton
- C. Consideration of Update to WMC Chapter 2.36; Warrenton Community Library and Community Library Board Bylaws
- D. Consideration to Place Prohibition of Psilocybin-related Businesses on the November Ballot
- E. Consideration to Place the Former Hammond Library Building Deed Transfer on the November Ballot
- F. Consideration to Place a General Obligation Bond Measure for the Wastewater Treatment Plant Expansion & Improvements on the November Ballot

8. **DISCUSSION ITEMS** - None

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

Under the authority of ORS 192.660(2)(d); to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

11. **ADJOURNMENT**

MINUTES
Warrenton City Commission
July 9, 2024
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

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

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

Staff Present: City Manager Esther Moberg, Public Works Director Greg Shafer, Police Chief Mathew Workman, and City Recorder Dawne Shaw

CONSENT CALENDAR

A. City Commission Meeting Minutes – 6.25.2024

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

COMMISSIONER REPORTS

Mayor Balensifer requested to move Commissioner Reports to the Good of the Order; there were no objections

PUBLIC COMMENT - none

PUBLIC HEARINGS - none

BUSINESS ITEMS

Public Works Director Greg Shafer discussed the bids for the Pavement Management Project. He noted Bayview Asphalt was the lowest bidder.

Commissioner Poe made the motion to approve award of the 2024 Pavement Management overlay project to Bayview Asphalt Inc., in the amount of \$454,762, including 10% contingency provided the bid is not protested. Motion was seconded and passed unanimously.

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

Police Chief Mathew Workman discussed the Dispatch Services Agreement. Brief discussion followed.

Commissioner Mitchell made the motion to approve the Public Safety Dispatch Services Agreement with the City of Astoria. Motion was seconded and passed unanimously.

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

Mr. Shafer discussed the Public Works Dispatch Services Agreement. Brief discussion followed on the Fire Dispatch Services Agreement.

Commissioner Dyer made the motion to approve the Public Works and Fire Department Dispatch Services Agreements. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS - None

COMMISSIONER REPORTS & GOOD OF THE ORDER

Commissioner Dyer noted a request for a volunteer form. He noted the 4th of July parade was great.

Commissioner Poe noted the parade was well attended.

Mayor Balensifer noted an update from today's call regarding the FEMA BioOp. He stated this is a threat to the city.

Ms. Moberg also noted the update on the BioOp. She noted an update on the houseless camping regulations.

There being no further business, Mayor Balensifer adjourned the meeting at 6:14pm.

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: Julye 23, 2024
RE: June 2024 Stats Report

Upcoming Dates:

- 07/31 – Drugs to Covanta Incinerator
- 08/08 – WPD Training Day
- 08/08 – Regatta Movie in the Park
- 08/15 – LEA Meeting
- 08/23 – WGS Community Resource Fair
- 08/28 – 911 Subscriber Meeting

Highlights Since the Last Report:

- 06/27 – USCC Commissioning Ceremony
- 06/27 – Tillamook PD Chief's Interview Panel
- 06/27-06/27 – MDCs installed in patrol cars
- 07/04 – Parade Downtown
- 07/11 – WPD Training Day
- 07/18 – LEA Meeting
- 07/24 – 911 Subscriber Meeting

Traffic Statistic Highlights:

- Four (4) DUII Arrests (3-Alcohol, 0-Drugs)
- Nine (9) Driving While Suspended Citations/Arrests
- One (1) Reckless/Careless Driving Citations/Arrest
- Nine (9) Speeding Citations
- Three (3) Failure to Yield/Traffic Control Device Citations
- Thirteen (13) Insurance Citations
- Twelve (12) Driver's License Citations
- One Hundred Forty-Six (146) other Citations and Warnings
- Fifteen (15) Traffic Crash Investigations
- **Citation vs Warning: 197** Traffic Stops: **53** Citations, **144** Warnings; Warning **73%** of the time.

TRAFFIC STATISTICS

Overall Statistics:

June Statistics (% changes are compared to 2024)							
Category	2024	2023	% Chg	2022	% Chg	2021	% Chg
Calls for Service	801	787	2%	724	11%	783	2%
Incident Reports	228	210	9%	203	12%	191	19%
Arrests/Citations	110	87	26%	141	-22%	169	-35%
Traffic Stops/ Events	239	179	34%	186	28%	167	43%
DUII's	4	2	100%	5	-20%	4	0%
Traffic Crashes	15	10	50%	12	25%	15	0%
Property Crimes	120	118	2%	112	7%	106	13%
Person Crimes	76	61	25%	76	0%	97	-22%
Drug/Narcotics Calls	7	10	-30%	2	250%	3	133%
Animal Calls	36	40	-10%	33	9%	27	33%
Officer O.T.	181.3	94	93%	150.8	20%	272.6	-34%
Reserve Hours	0	0	0%	0	0%	0	0%

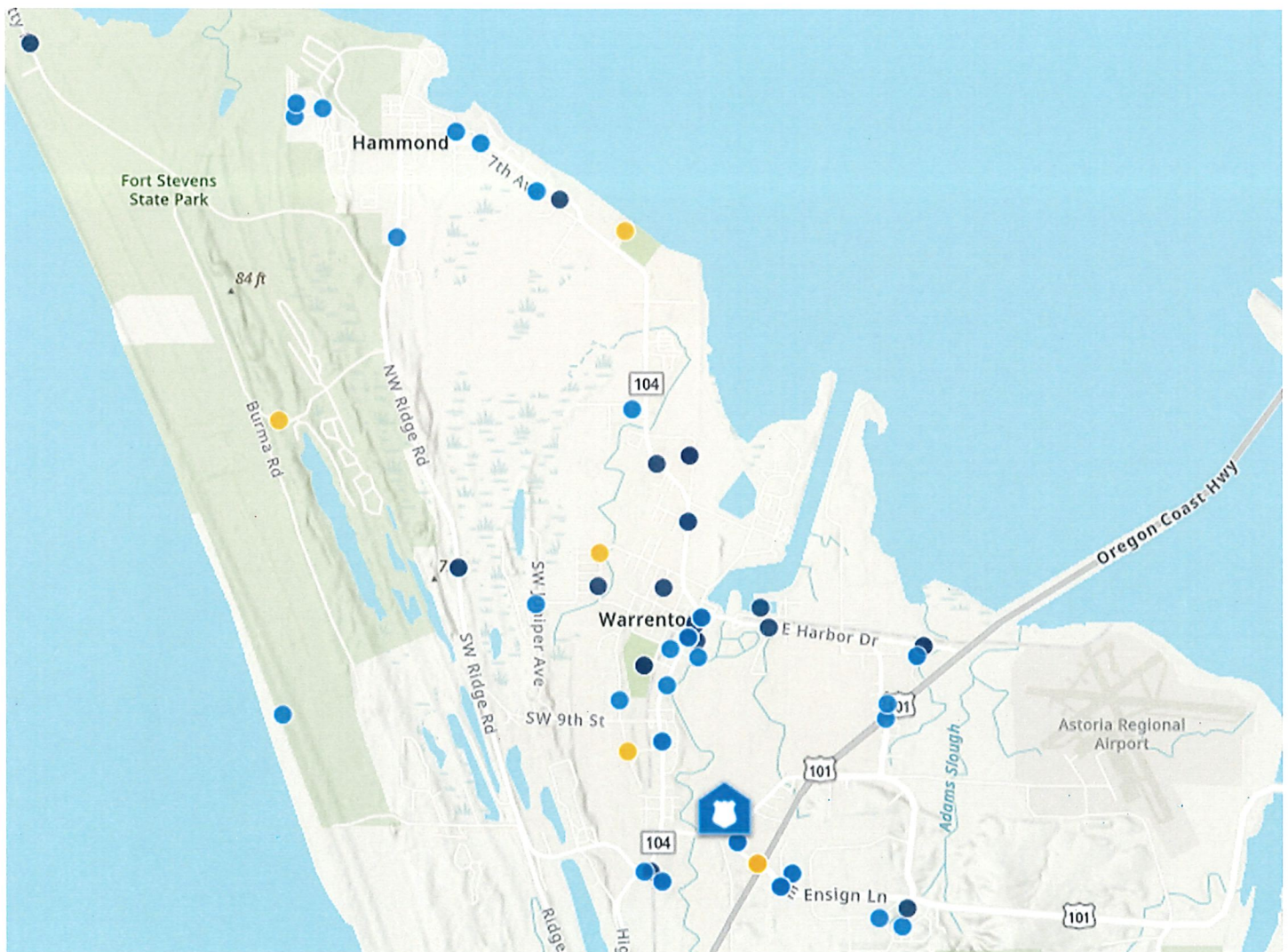
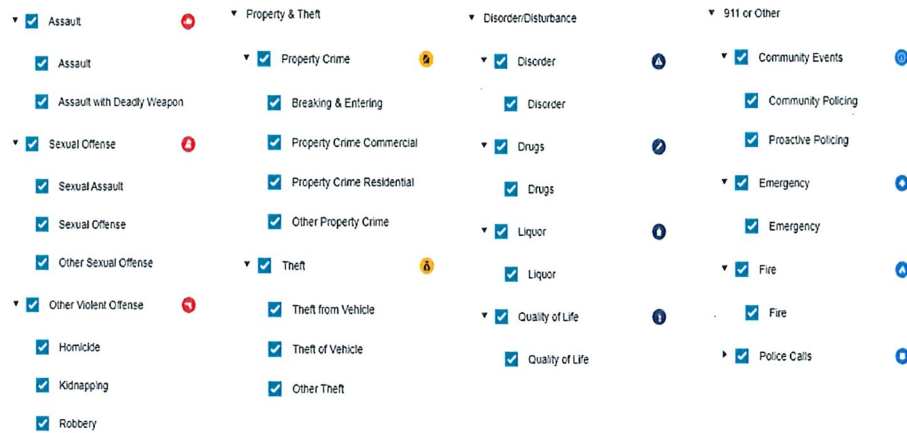
Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	666	742	721	696	749	801			
Incident Reports	206	222	234	200	232	228			
Arrests/Citations	123	154	123	97	196	110			
Traffic Stops/ Events	188	248	188	216	152	239			
DUI's	3	3	1	2	3	4			
Traffic Crashes	13	10	19	12	15	15			
Property Crimes	79	109	104	99	111	120			
Person Crimes	60	57	63	53	73	76			
Drug/Narcotics Calls	8	5	3	4	11	7			
Animal Calls	19	18	23	15	24	36			
Officer O.T.	82.25	103.75	61.5	167.5	88.75	181.25			
Reserve Hours	0	0	0	0	0	0			

Oct	Nov	Dec	2024 YTD	2024 Estimate	2023	2024 v 2023	2022	2024 v. 2022	2021	2024 v. 2021
			4375	8750	9084	-4%	8050	9%	8669	1%
			1322	2644	2529	5%	2484	6%	3160	-16%
			803	1606	1335	20%	1602	0%	2020	-20%
			1231	2462	2369	4%	1848	33%	2088	18%
			16	32	30	7%	34	-6%	30	7%
			84	168	217	-23%	168	0%	182	-8%
			622	1244	1127	10%	1204	3%	1267	-2%
			382	764	825	-7%	811	-6%	1013	-25%
			38	76	60	27%	40	90%	36	111%
			135	270	335	-19%	273	-1%	253	7%
			685	1370	1572	-13%	2212.8	-38%	1503.1	-9%
			0	0	0	0%	0	0%	0	0%

Homeless Incidents	2024	2023	2022	2021
Code 40 (Normal)	65	62	31	29
Code 41 (Aggressive)	8	4	1	1

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

The following is a graphic representation of statistics for **June 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.





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: July 23, 2024
SUBJ: Public Works Quarterly Update

SUMMARY

Public Works continued to make progress in our organization/staffing, projects, and maintenance programs, as follows:

Staffing/Training Updates:

- Max Chase – hired as Public Works Office Assistant
- Savannah Cummings – hired as Public Works Executive Secretary

Project Updates:

- Safe Routes to School 1 (SRTS-1)/SW 9th & Main to SW 10th: substantially constructed.
- Iredale Storm-line (mid-section): final construction/close-out.
- Hammond Transmission Waterline: 90% design; initiated permitting.
- Raw Waterline-2 Replacement Project: 90% design; initiated permitting.
- E Harbor Dr to Downtown Waterline Upsize: 100% design.
- Tide-gate #9: substantial completion of project scoping report.
- 2024 Pavement Overlays – awarded contract (to Bayview Asphalt).
- Safe Routes to School II (SRST II)/SW 10th to HS – updated grant for ODOT project management and engineering.
- Provided project, engineering, and inspection services for a variety of Developments.

Maintenance Updates:

General equipment, maintenance, repair, servicing, engineering as follows:

- Purchased new tractor/mower (as provided in the 2024 budget).
- Pump stations, generators, water meters, storm and sanitary sewer lines, culverts, ditches, tide-gates, Parks, potholes, WWTP blowers, sanitation routes, mowing, brushing, and street sweeping.
- Process required USACE permitting on the SE Dolphin Ave culvert repair/replacement.

Volume 17, Issue 11

**Monthly Finance Report
May 2024**

July 25, 2024

Economic Indicators

Department Statistics

Current and Pending Projects

	Current	1 year ago
◆ Interest Rates:		
LGIP :	5.2%	3.88%
Prime Rate:	8.5%	8.25%
◆ CPI-U change:	3.3%	4.0%
◆ Unemployment Rates:		
Clatsop County:	3.5%	3.9%
Oregon:	3.4%	4.2%
U.S.:	3.7%	4.0%

◆ Utility Bills mailed	3,202
◆ New Service Connections	7
◆ Reminder Letters	321
◆ Door Hangers	74
◆ Water Service Discontinued	10
◆ Counter payments	402
◆ Mail payments	915
◆ Auto Pay Customers/pmts	642
◆ Online (Web) payments	1,552
◆ Checks issued	365

◆ Insurance Renewals
◆ Audit Preparation

Financial Narrative as of May 31, 2024

Note: Revenues and expenses should track at 11/12 or 91.7% of the budget.

General Fund: Year to date revenues amount to \$5,683,958, which is 90.3% of the budget, compared to the prior year amount of \$4,710,074, which was 82.8% of the budget and are up by \$973,884. Increases are shown in property tax, franchise fees, transient room tax, planning fees, miscellaneous, interest, leases, food pod receipts, proceeds from sale of assets and donations and are offset by decreases in liquor license fees, state revenue sharing, municipal court, police fees, fire charges, park charges and housing rehab payments.

Expenses year to date amount to \$5,519,418, which is 82.04% of the budget, compared to the prior year amount of \$4,623,756, which was 73.5% of the budget. All departments are tracking under budget.

WBL: Business license revenue amounts to \$84,371, compared to \$84,304 at this time last year. Year to date licenses issued is 759 compared to 780 at this time last year.

Building Department: Permit revenues this month amount to \$20,900 and \$136,874 year to date, which is 51.1% of the budgeted amount. Last year to date permit revenue was \$228,135, 74.7% of the budget.

State Tax Street: State gas taxes re-

ceived this month amount to \$37,910 for fuel sold in April and \$413,804 year to date. City fuels taxes received this month amount to \$28,819 for fuel sold in March and are \$275,501 year to date. Total gas taxes received year to date are \$689,305 compared to \$687,259 at this time last year.

Warrenton Marina: Total revenues to date are \$798,334, 106.7% of the budgeted amount, compared to the prior year amount of \$728,837, which was 101.7% of the budgeted amount. There is \$71,006 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$474,163, 113.1% of the budgeted amount, compared to the prior year amount of \$427,896, which was 111.3% of the budgeted amount. There is \$1,663 in moorage receivables outstanding.

Of the total outstanding receivables:

\$14,211 (19.55%) is current,

\$13,282 (18.27%) is 30-60 days past due,

\$2,943 (4.05%) is 60-90 days past due and

\$42,253 (58.13%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$145,456 and \$102,938, and \$2,403,449 and \$1,437,383 year to date

for in-city and out-city respectively and totals \$3,840,832 and is 92.1% of the budget. Last year at this time, year to date fees were \$2,348,148 and \$1,462,660, for in-city and out-city, respectively and totaled \$3,810,808.

Sewer Fund: Utility fees charged this month are \$252,560 and \$2,762,194 year to date, which is 100.8% of the budget. Last year at this time, year to date fees were \$2,484,345. Shoreline Sanitary fees year to date are \$134,316. Total revenues year to date are \$3,415,159 compared to \$2,852,277 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$49,751 and \$551,457 year to date and is 100.6% of the budget. Last year to date revenues were \$496,779 which was 92.2% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$92,901 and \$19,253, and \$991,017 and \$210,874, year to date, and are 81.3% and 93% of the budget respectively.

Community Center Fund: Rental revenue year to date is \$55,074 and is 275.4% of the budget. Last year to date revenue was \$30,998, which was 221.4% of the budget.

Financial data as of May, 2024

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,451,955	2,192,384	1,400,000	156.60
Plus: Revenues	266,292	5,683,958	6,292,794	90.32
Less: Expenditures				
Municipal Court	11,839	141,198	195,278	72.31
Admin/Comm/Fin(ACF)	80,707	1,330,676	1,496,499	88.92
Planning	22,641	252,982	445,507	56.79
Police	158,906	1,947,044	2,331,713	83.50
Fire	71,176	874,168	1,149,355	76.06
Parks	16,054	156,381	237,467	65.85
Transfers	-	816,969	871,641	93.73
Total Expenditures	361,323	5,519,418	6,727,460	82.04
Ending Fund Balance	2,356,924	2,356,924	965,334	244.16

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	152,172	114,568	109,000	105.11
Plus: Revenues	1,258	91,002	87,800	103.65
Less: Expenditures	571	52,711	67,981	77.54
Ending Fund Balance	152,859	152,859	128,819	118.66

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	494,084	579,592	620,000	93.48
Plus: Revenues	24,359	166,720	282,998	58.91
Less: Expenditures	22,377	250,246	521,845	47.95
Ending Fund Balance	496,066	496,066	381,153	130.15

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,881,997	3,222,554	3,000,000	107.42
Plus: Revenues	80,327	1,215,551	4,793,347	25.36
Less: Expenditures	103,183	1,578,964	6,829,022	23.12
Ending Fund Balance	2,859,141	2,859,141	964,325	296.49

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	512,537	353,642	330,000	107.16
Plus: Revenues	24,635	798,334	747,995	106.73
Less: Expenditures	35,514	650,318	866,310	75.07
Ending Fund Balance	501,658	501,658	211,685	236.98

Financial data as of May 2024, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	373,563	269,706	240,000	112.38	1,796,037	1,608,654	1,400,000	114.90
Plus: Revenues	9,108	474,163	419,161	113.12	303,608	4,340,538	7,075,602	61.35
Less: Expenditures	37,926	399,124	545,445	73.17	143,633	3,993,180	7,330,014	54.48
Ending Fund Balance	<u>344,745</u>	<u>344,745</u>	<u>113,716</u>	<u>303.16</u>	<u>1,956,012</u>	<u>1,956,012</u>	<u>1,145,588</u>	<u>170.74</u>
	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,105,739	3,430,433	2,900,000	118.29	2,292,629	2,012,233	1,680,000	119.78
Plus: Revenues	350,857	3,415,159	3,065,029	111.42	59,717	648,929	883,340	73.46
Less: Expenditures	163,619	3,552,615	4,410,805	80.54	91,424	400,240	2,003,002	19.98
Ending Fund Balance	<u>3,292,977</u>	<u>3,292,977</u>	<u>1,554,224</u>	<u>211.87</u>	<u>2,260,922</u>	<u>2,260,922</u>	<u>560,338</u>	<u>403.49</u>
	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	611,399	568,673	445,000	127.79	70,391	35,232	30,000	117.44
Plus: Revenues	119,954	1,298,714	1,322,595	98.19	1,529	64,792	25,950	249.68
Less: Expenditures	133,006	1,269,040	1,503,237	84.42	1,588	29,692	34,532	85.98
Ending Fund Balance	<u>598,347</u>	<u>598,347</u>	<u>264,358</u>	<u>226.34</u>	<u>70,332</u>	<u>70,332</u>	<u>21,418</u>	<u>328.38</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	256,568	210,291	185,000	113.67	6,443	7,970	6,100	130.66
Plus: Revenues	2,563	276,506	276,280	100.08	132,689	963,492	5,184,828	18.58
Less: Expenditures	21,752	249,418	313,323	79.60	132,666	964,996	4,371,000	22.08
Ending Fund Balance	<u>237,379</u>	<u>237,379</u>	<u>147,957</u>	<u>160.44</u>	<u>6,466</u>	<u>6,466</u>	<u>819,928</u>	<u>0.79</u>

Financial data as of May 2024, continued

(\$ Cash Balances as of May 31, 2024

General Fund	2,774,014	Warrenton Marina	438,357	Storm Sewer	2,273,349
WBL	152,859	Hammond Marina	364,196	Sanitation Fund	545,285
Building Department	500,321	Water Fund	1,984,948	Community Center	72,966
State Tax Street	3,176,874	Sewer Fund	3,061,021	Library	239,502

Warrenton Urban Renewal Agency

Capital Projects	9,921
Debt Service	2,105,018

		Actual as a % of Collections/Accruals (over) under budget				
General Fund Revenues	Collection Frequency	2023-2024 Budget	Current Budget	Year to date		
				May 2024	May 2023	
Property taxes-current	AP	1,347,187	97.17	1,309,072	1,271,231	38,115
Property taxes-prior	AP	30,000	81.67	24,502	32,821	5,498
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	628,000	97.48	612,166	546,165	15,834
COW - franchise fees	M	331,911	93.29	309,645	289,709	22,266
Transient room tax	Q	648,269	70.68	458,222	455,635	190,047
Liquor licenses	A	625	96.00	600	675	25
State revenue sharing	MQ	209,754	73.91	155,028	162,384	54,726
Municipal court	M	103,200	70.79	73,058	76,995	30,142
Planning Fees	I	107,000	43.38	46,419	42,270	60,581
Police charges	I	25,000	83.34	20,834	24,701	4,166
Fire charges	SM, I	115,624	97.25	112,450	119,534	3,174
Park charges	I	-	0.00	1,060	1,195	-
Housing rehab loan payments	I	-	0.00		9,032	-
Miscellaneous	I	3,000	1670.73	50,122	16,547	(47,122)
Interest	M	50,000	253.18	126,589	76,370	(76,589)
Lease receipts	M	221,913	102.41	227,263	221,603	(5,350)
Food pod receipts	M	-	0.00	26,470	-	(26,470)
Proceeds from sale of assets	I	-	0.00	3,761	1	(3,761)
Donations	I	-	0.00	871	-	(871)
Grants	I	-	0.00		-	-
Sub-total		3,821,483	93.11	3,558,132	3,346,868	263,351
Transfers from other funds	I	974,812	0.00	795,150	277,059	179,662
Overhead	M	1,496,499	88.92	1,330,676	1,086,147	165,823
Total revenues		6,292,794	90.32	5,683,958	4,710,074	608,836

M - monthly

S - semi-annual

Q - quarterly

I - intermittently

SM - Semi-annual in January then monthly

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

AP - As paid by taxpayer beginning in November

A - annual

MAQ - Century Link, NW Nat & Charter-quarterly,
all others monthly

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.



July 23, 2024

Dear Oregon Transportation Commission,

I am writing to express my full support for Pacific Seafood – Warrenton’s grant application for their Fuel and Ice Dock Repair project, submitted through the Connect Oregon program.

The Oregon Department of Fish and Wildlife (ODFW) estimates that the commercial fishing industry contributes \$642 million in income and 9,200 jobs to the Oregon economy. Pacific Seafood – Warrenton is a vital component of the Oregon blue economy. They partner with over 70 independent commercial fishing vessels, supporting approximately 70 captains and over 175 crew members who rely on delivering their catch to this facility. They also have 189 dedicated team members that allow for this business to continue to thrive in our community. Additionally, their dock is essential for on-shore processing and provides a critical refueling resource to the community’s commercial fishing vessels and Columbia River Bar Pilots. Fishing and fish processing continues to be an economic driver for our community here in Warrenton

The purpose of this project is to rehabilitate the fuel and ice dock to restore and maintain safe usage of services for over 70 commercial fishing vessels, as well as vessels owned and operated by Saddle Mountain Inc., which transport Columbia River bar pilots to ships to ensure safe commerce across the Columbia River Bar. The nearest alternative fuel dock is Wilcox & Flegel in Astoria, which is about an hour round trip by boat and operates only from 9 AM to 5 PM, unlike Pacific Seafood’s fuel dock, which is accessible 24/7. Losing access to their fuel dock would cause compounding logistical problems, such as delayed response times to sea safety issues. If further disrepair continues and another post is lost to the dock, vessels would be unable to refuel, use the ice chute, or offload which would significantly impact all operations with Pacific Seafood – Warrenton.

This is the second time Pacific Seafood – Warrenton has applied for this funding. The need has continued to grow significantly, and they have not been able to find any federal relief or funding avenues. Without any viable federal solutions, they are turning to the support of Oregon and the Connect Oregon grant program. If awarded funding, Pacific Seafood – Warrenton would have the financial resources needed to repair critical pilings under their fuel and ice dock. This will allow our fishermen, partners, and community to continue working together safely and efficiently, and to continue providing delicious and healthy West Coast fish throughout the United States and the world.

I firmly believe that Pacific Seafood – Warrenton’s Fuel and Ice Dock Repair project is the right solution for our community. It will support our Warrenton seafood processing industry and help bring Oregon seafood to a broader market. Thank you for considering this application.

Sincerely,

Henry A. Balenisfer III, Mayor



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Chuck BERGERSON

ADDRESS: PO Box 654

EMAIL: CHUCK.BERGERSON@GMAIL.COM

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

BRIEFLY DESCRIBE YOUR TOPIC: _____

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: Faye Katka

ADDRESS: 1000 Hwy 101 Alt

EMAIL: _____

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

BRIEFLY DESCRIBE YOUR TOPIC: AFD

Putting info before Commissioners

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:

Rick Newton

ADDRESS:

765 SW 8th Warrenton

EMAIL:

rick@eyeofnewt.net

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

No

BRIEFLY DESCRIBE YOUR TOPIC:

Born, elections, Jew

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: Samuel Sadler

ADDRESS: 272 SE Kuy

EMAIL: smuelsadler3@gmail.com

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

BRIEFLY DESCRIBE YOUR TOPIC: ADVANCED FINANCING DIST

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.



HAMMOND MARINA
MARKET AND BAIT SHOP DEVELOPMENT
UPDATES
07.15.24



SITE CONTEXT

Hammond Marina Market and Bait Shop Development

The Hammond Marina Market is a destination and meeting place for travelers, boaters, and local residents. Serving as a hub for all Marina operations, water oriented recreation and local offerings, the Market and Bait Shop will provide a local fishing supplies, market foods and spaces for individuals and groups to converge to prepare for the day and relax on their return while the catch of the day is processed. The market would include a dry goods and fishing supply store, seating areas, a fish market and processing center with a covered entrance for drop of and supply pick up.

Staying connected to the marina activity is an essential aspect of the project, dedicating amenity spaces within the market hall to support recreational fishing and crabbing with staging and cleaning areas.

The development would serve three main demographics of locals, travelers, and water oriented recreators.

Zoning

R-C RECREATIONAL-COMMERCIAL

Site by Plat = 124,634 SF / 2.89 Acres
Site by RFP = 56,628 SF / 1.3 Acres

16.56.040 Development Standards

Yards	The minimum yard depth for portions of the property abutting a public right-of-way or non-commercial district is 15 feet.
Lot Coverage	Buildings shall cover not more than 75% of the lot area.
Landscaped Open Area	A minimum of 5% of the total lot area will be maintained as landscaped open area.
Building Heights	No building shall exceed a height of 40 feet above grade.

Programming

Bait Shop

Bait supply
Ice supply
Guide brokering / meeting location
Processing
Fish and crab processing / packaging
Crab boil station
Boat wash

Market

Commercial fish sales and distribution
Retail
Food and Beverage dry goods
Food and Beverage fresh
Seating areas for food service, gathering and viewing processing
Restrooms

Fishermans supply

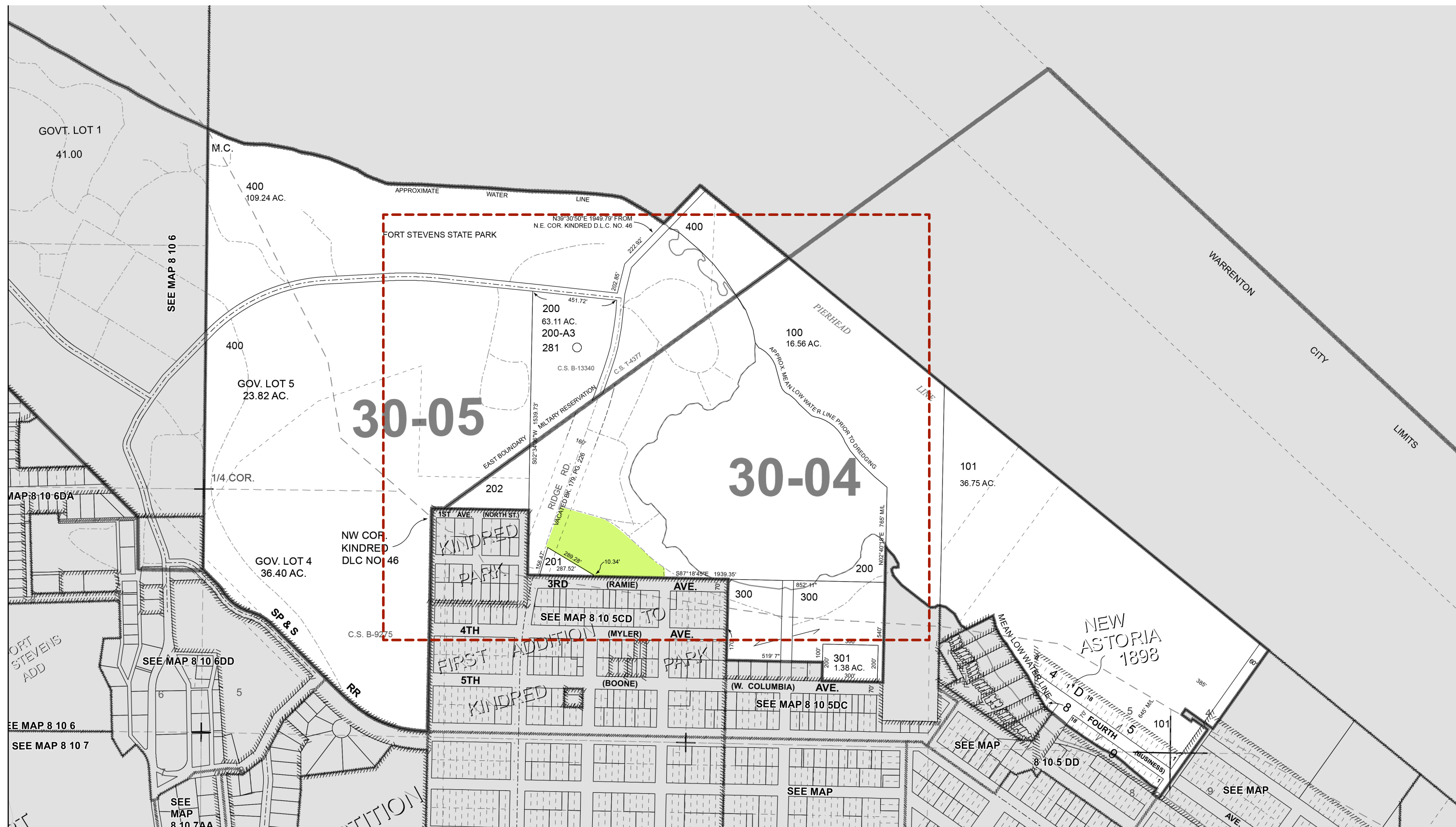
Boat maintenance supplies/parts
Fishing Tackle
Storage lockers
Utility/ Services / BOH

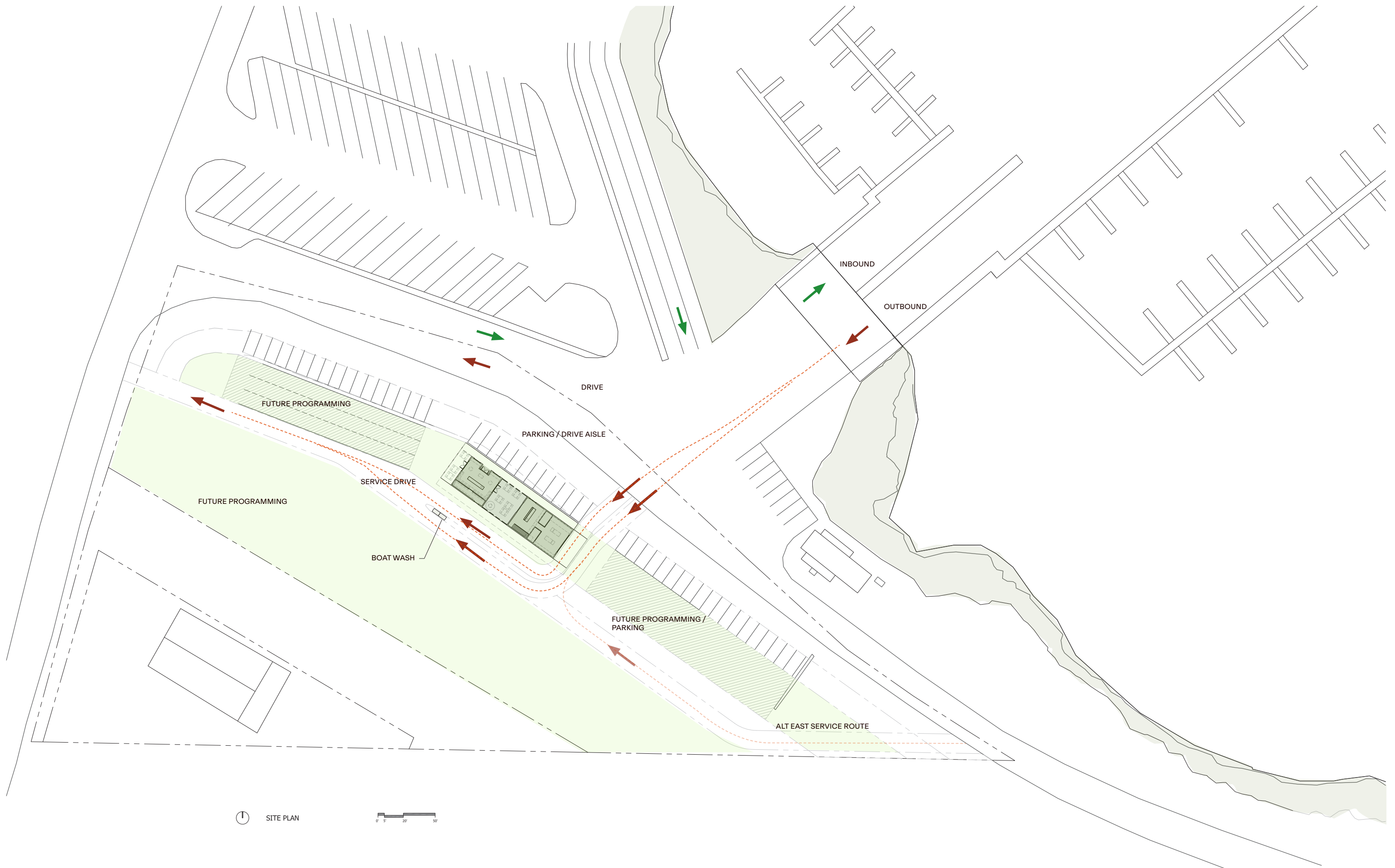
Circulation

Store access: walk / drive
Vehicular access
Vehicular access with boats for loading / unloading
Parking

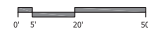
Approach and Vision

This project has enormous potential to function as a new organizational center for the Marina providing for diverse uses including year long recreational fishing and boating, day tripping coastal travelers, and locals where the location and amenities can serve as a destination for an array of activities and events.





SITE PLAN



VISION AND APPROACH

A WORKING WATERFRONT

The Fishermans Supply is the heart and operational foundation of the Marina and is part of a working waterfront. The design of the new building will be driven by the work flow of the Marina across a daily cycle providing a series of essential services including bait and ice for outbound boats, fishing supplies, a dry goods and retail market, food service, and processing, including a crab boil station.

The building character and operation is informed by the services and functions it provides, looking to the utility and simplicity of historic fishing buildings and markets, bait and tackle shops, and peripheral equipment storage. The new building looks to elevate the form and materiality of local and historical references into an updated and streamlined architecture that balances function, circulation, and transparencies across the Marina.

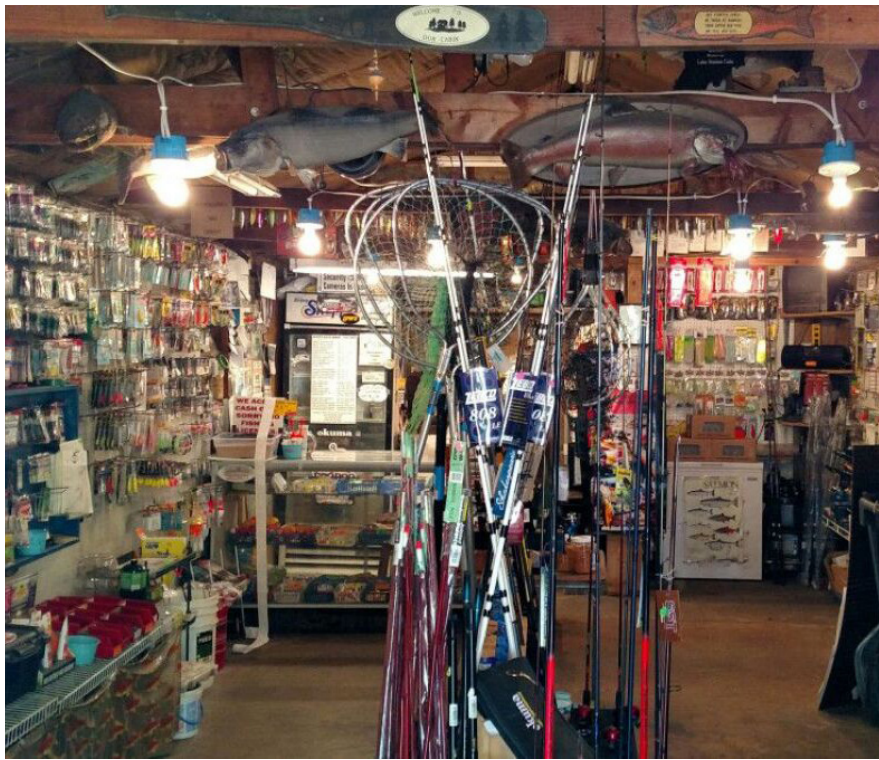


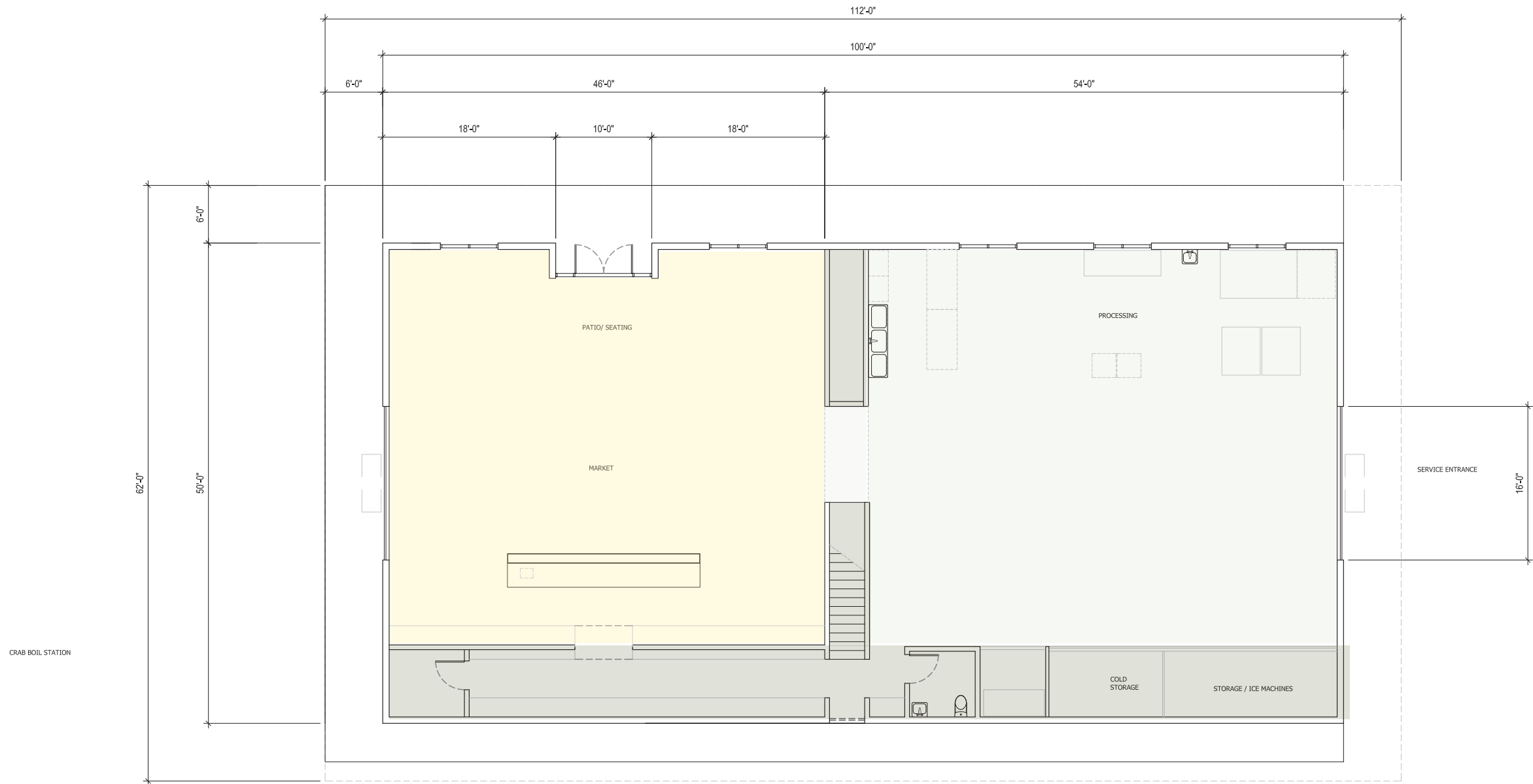
"A GOOD CATCH," THE FISH MARKET, ABERDEEN

58363 JV



GENERAL STORES / BAIT AND TACKLE

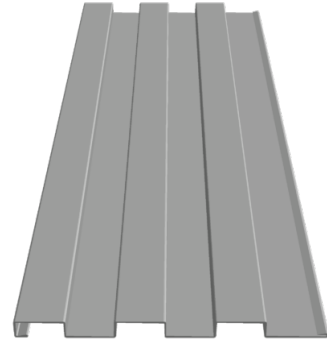
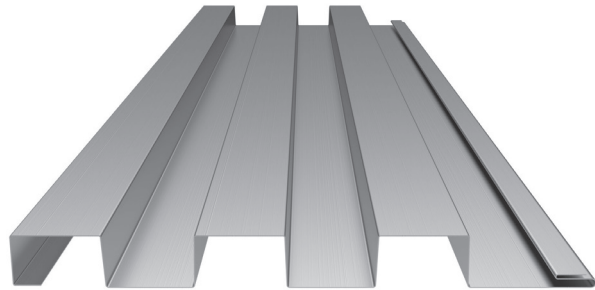




FLOOR PLAN

DRY GOODS MARKET / BAIT SHOP	2309 GSF
FISH MARKET / PROCESSING	2491 GSF
TOTAL GROUND FLOOR	5000 GSF
TOTAL PROJECT	7675 GSF

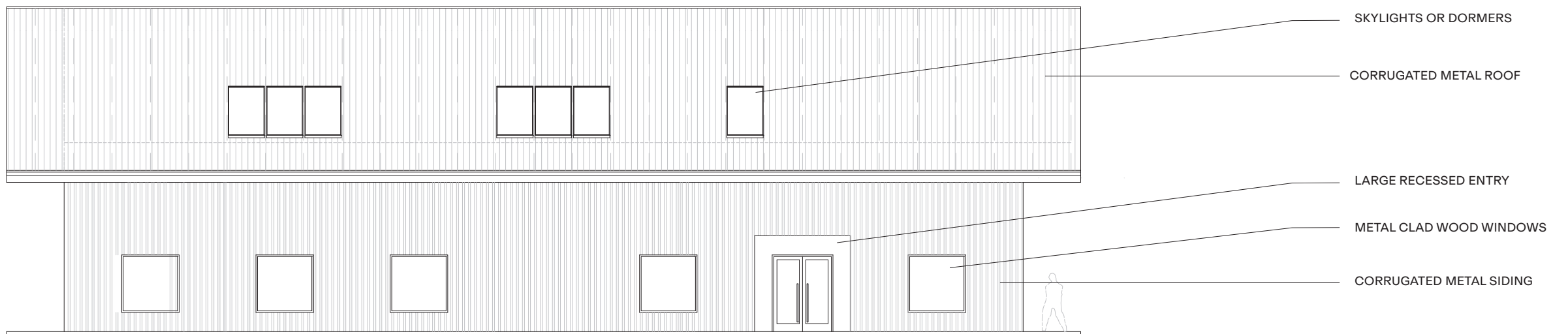
GROUND FLOOR



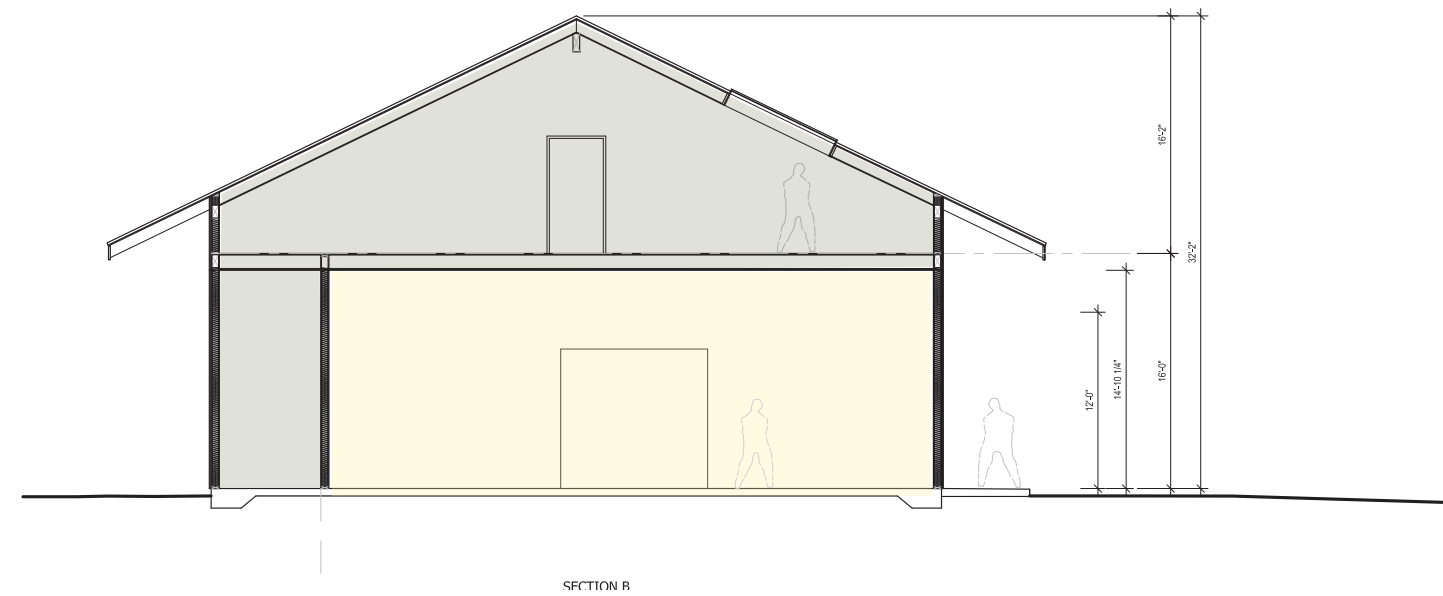
CHARACTERISTICS

The building is characterized by the industrial working nature of the program and Marina utility. The form is a simple gable roof structure punctuated by large and open entries, large windows, and skylights at the roof to maximize natural lighting. The materials are grounded in utility and function, using a 20ga box rib panel and corrugated roof panels. Garage doors are the primary entrances on the East and West of the building providing the ability to open up the building for processing and market events respectively.

Recessed entries and large overhangs create ample covered space for circulation around the building and are accented by sealed natural wood materials. The project proposes sealed marine plywood in a natural / clear stain.



NORTH ELEVATION





MATERIALS



NORTH ELEVATION



AXON AND WEST DRIVE APPROACH



AXON AND EAST DRIVE APPROACH



WEST DRIVE APPROACH



EAST DRIVE APPROACH



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: July 23, 2024
 SUBJ: Safe Routes to School Phase 2- Financing Agreement for ODOT
 Delivered Federal Project on Behalf of the City of Warrenton

SUMMARY

On April 23, 2024, the City Commission approved the termination of grant agreement SRTS 23-20 for the Safe Routes to School Phase 2 project to combine state and federal funding. The new agreement results in a total grant amount of \$3,360,000.00, excluding the local match. This project aims to construct a dedicated pedestrian path on the west side of Main Avenue/OR 104, starting at 10th Place where Phase 1 concluded, and extending as close to the High School as the available funds allow. The City Commission is requested to approve and sign the new grant agreement to facilitate the Safe Routes to School Phase 2 project, enhancing pedestrian safety and accessibility for students.

RECOMMENDATION/SUGGESTED MOTION

I move to approve agreement #A156-G092921 Main Avenue/OR104 Pedestrian Route with the State of Oregon for the Safe Routes to School Phase 2 Project.

ALTERNATIVE

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

FISCAL IMPACT

The City will use local funds to match the grants received for the project.

- Federal Funds: \$1,360,000.00, requiring a 10.27% local match (\$139,672.00).

-State Safe Routes to School (SRTS) Funds: \$2,000,000.00, requiring a 20% local match (\$400,000.00).

Approved by City Manager: Joshua for Esther Moberg

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

**ODOT Delivered Federal Project
On Behalf of City of Warrenton**
Main Avenue/OR104 Pedestrian Route (Warrenton)
Key Number: 23625

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the **CITY OF WARRENTON**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. OR104 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 10th Place, 13th Place are a part of the city street system under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the FY23 Omnibus Earmark Project and Safe Routes to School (SRTS) program and may include a combination of local, federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.
6. Agency was awarded an ODOT SRTS Grant and a FY23 Omnibus Earmark for the Warrenton Grade to High School Main Avenue Safe Walkway Project (Phase 2). State and Agency have determined that it is in the best interest of both Parties if State delivers the SRTS grant project along with the federal earmark funds as one project, defined under Terms of Agreement, paragraph 1 of this Agreement.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the Main Avenue/OR 104 Pedestrian Route (Warrenton) project on behalf of Agency, hereinafter referred to as "Project." Project includes constructing pedestrian improvements on Main Avenue/US 104 from mile point 3.99 to 4.68. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$4,015,658.09, which is subject to change.
 - i. The Federal funds for this Project shall be limited to \$1,360,000.00.
 - ii. The SRTS Grant funding for this Project shall be limited to \$2,000,000.00.
 - iii. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal and state funds, the 10.27 percent match for the federal funds and 20 percent match for the SRTS funds.
 - iv. For the Preliminary Engineering, Right of Way and Construction phase of the Project, the Federal Grant funds and Agency match will be utilized first, then SRTS grant funds with Agency match will be utilized to fund Project costs.
 - v. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.

- c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction. Agency is not eligible to be reimbursed for work performed under this Agreement.
 - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
 - f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
- a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in

such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

- d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,

- iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.
- 7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
 - 8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
 - 9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
 - 10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
 - 11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
 - 12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
 - 13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in

conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 6.c.(ADA maintenance), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Charlotte Berghoffer, Transportation Project Manager, 350 W. Marine Drive, Astoria, Oregon 97103; telephone: (971) 286-0815; email: Charlotte.Berghoffer@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. Agency's Contract Administrator for this Agreement is Twyla Vittetoe, Engineering Technician, City of Warrenton, PO Box 250, Warrenton, Oregon 97416; telephone: (503) 861-0912; email: tvittetoe@warrentonoregon.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key # 23625) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

CITY OF WARRENTON, by and through
its elected officials

By _____
Title _____

Date _____

By _____
Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Twyla Vittetoe
Engineering Technician
PO Box 250
Warrenton, Oregon 97146
(503) 861-0912
tvittetoe@ci.Warrenton.or.us

State Contact:

Charlotte Berghoffer
Area 1 Transportation Project Manager
350 W. Marine Drive
Astoria, Oregon 97103
(971) 286-0815
Charlotte.Berghoffer@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Delivery and Operations Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
State Traffic Engineer

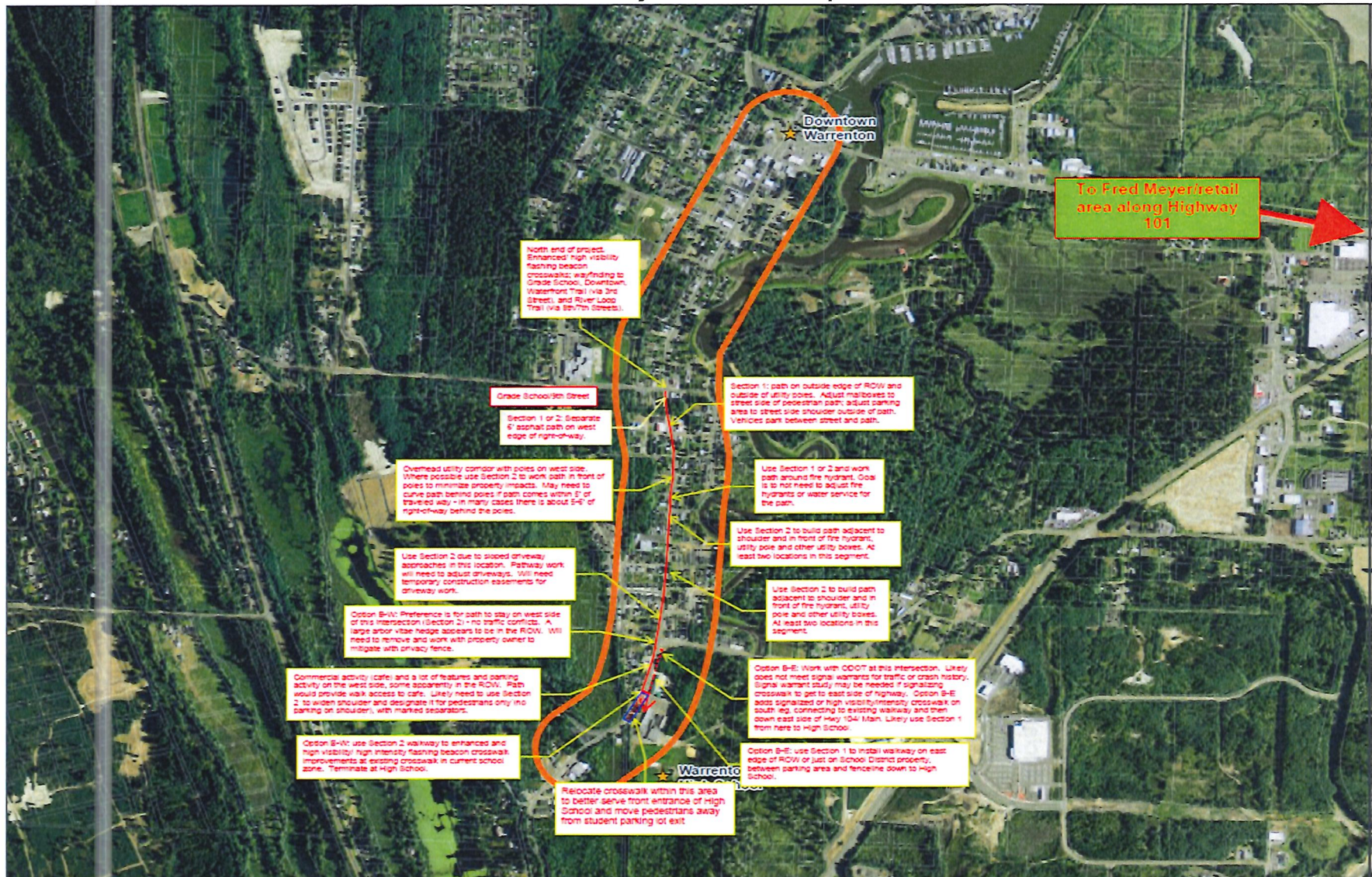
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Janet Borth, via email
Assistant Attorney General

Date July 2, 2024, email retained in file

EXHIBIT A – Project Location Map



ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00029029
SPECIAL PROVISIONS

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. State will purchase right of way in State's name. Upon completion of the Project, State and Agency agree that any right of way purchased outside of State jurisdiction will be transferred to Agency. Agency agrees to take title of the property and shall maintain the property pursuant to this Agreement. Agency shall use the property for public road purposes. If the property is no longer used for public road purposes, it shall revert to State.
5. To reflect the changes made to 23 U.S.C. 102 by the Infrastructure Investment and Jobs Act of 2021(Public Law 117-58), Paragraph 11.b in Attachment No. 2, Federal Standard Provisions, is deleted in its entirety.
6. Reporting Process
 - i. Quarterly Reports. Agency shall submit quarterly progress reports to ODOT using a format that ODOT provides. Agency must submit the reports to SRTSProgramMailbox@odot.state.or.us by the first Wednesday of March, June, September, and December.

- ii. Final Report. Agency shall submit a final written report (the "Final Report") to SRTSProgramMailbox@odot.state.or.us that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Agency must submit the Final Report within six (6) months after the Project Completion Date. Agency's obligation to provide the Final Report will survive Agreement expiration.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c), as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the ODOT Right of Way Manual, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the ODOT Right of Way Manual, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.



AGENDA MEMORANDUM

TO: The Honorable Mayor and Members of the Warrenton City Commission
FROM: Joshua Saranpaa, Library Director
DATE: July 23, 2024
SUBJ: Consideration of update to Warrenton Municipal Code, amending Chapter 2.36; Warrenton Community Library, and to update Warrenton Community Library Advisory Board Bylaws

SUMMARY

The Warrenton Community Library Advisory Board adopted new bylaws at their last meeting in June of 2024. Staff drafted a new ordinance designed to amend Ordinance 921-A and repeal Ordinance 942-A, with the goal to update the Warrenton Municipal Code and separate the bylaws from the Municipal Code to avoid the need to make further ordinances amending Ordinance 921-A in the future when there is a bylaws change.

This update to the Municipal Code, and the amendments to Ordinance 921-A will remove the outdated bylaws verbiage from the Municipal Code.

RECOMMENDATION/SUGGESTED MOTION

- 1) I move to conduct the first reading by title only, of Ordinance No. 1275;
- 2) I move to adopt Resolution No. 2683: A Resolution Adopting Warrenton Community Library Board Bylaws

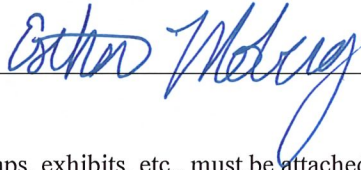
ALTERNATIVE

- 1) None recommended

FISCAL IMPACT

N/A

Approved by City Manager: _____

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

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

ORDINANCE NO. 1275
INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE AMENDING THE CITY OF WARRENTON'S MUNICIPAL CODE, CHAPTER 2.36 - COMMUNITY LIBRARY; AMENDING ORDINANCE NO. 921-A and REPEALING ORDINANCE NO. 942-A

WHEREAS, per ORS 357.400, the Warrenton Community Library was established in 1993 under Ordinance No. 921-A; and

WHEREAS, the Library Board was amended by Ordinance No. 942-A; and

WHEREAS, the City of Warrenton Community Library Board has recently adopted new bylaws; and

WHEREAS, the City of Warrenton staff wishes to remove the Library Board Bylaws from the Warrenton Municipal Code and adopt them separately by Resolution;

NOW, THEREFORE, THE CITY OF WARRENTON ORDAINS AS FOLLOWS:

Section 1. Amending Ordinance No. 921-A, Sections 2-4 to read as follows:

[new language; deleted language]

Section 2. LIBRARY BOARD

- ~~a. The Warrenton Community Library Board is hereby created. The board shall consist of nine (9) members to be nominated by the Mayor and appointed and confirmed by the City Commission.~~
- ~~b. The Term of office of the board members shall be four years and their terms shall commence on July 1 in the year of their appointment. The terms of office shall be staggered so that the terms of not more than three board members will expire in the same year. Of the first nine board members appointed, two members shall initially hold office for one year, two for two years, two for three years and three for four years. At the expiration of the term of any members of such board, the City Commission shall appoint a new member or may reappoint a member for a term of four years. If a vacancy occurs during a term of office, the governing body shall appoint a new member for the unexpired term. No person shall hold appoint as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year.~~
- ~~c. Members of the board shall receive no compensation for their services, but may be reimbursed for expenses incurred in the performance of their duties.~~
- a. The Warrenton Community Library Board is hereby created. The board membership and terms shall be defined by the adopted bylaws, subject to ORS 357.465.

Section 3. BOARD ORGANIZATION

- ~~a. The Library Board shall elect a chair person from its members.~~
- ~~b. The Library Board shall elect a secretary to keep the records of its actions.~~
- ~~c. The board may establish and amend rules and regulations for its government and procedure consistent with the laws of the State of Oregon and with the charter, ordinances, resolutions, and regulations of the City of Warrenton.~~
- ~~d. The board shall meet at least ten times each year and at such other times as it may provide by its rules.~~
- a. The Library Board's structure, officer appointments, and meetings shall be dictated by the adopted bylaws, subject to ORS 357.465.

Section 4. LIBRARY BOARD GENERAL POWERS

~~The Library Board shall be an advisory board and shall have no executive or administrative powers or authority, and this Ordinance shall not be construed as depriving elected or appointed officials of the City of any power they may have under the laws of the State or the Charter of the City. The board shall have powers and duties as follows:~~

- ~~a. The Library Board shall assist in the interview process of selecting and appointing a Library Director. The City Administrator, as the fiscal and internal administrative agent for the library, shall have primary responsibility for library personnel, including recruitment, selection, classification and pay, and supervision.~~
- ~~b. The Library Board shall make recommendations to the City Council about rules and policies for the efficient and effective operation of the library, its services and programs.~~
- ~~c. The Library Board shall assist the Library Director in preparation of the annual budget request to be submitted by the Library Director to the City Administrator.~~
- ~~d. The Library Board shall make recommendations for the acceptance, use, or expenditure of any real or personal property or funds donated to the library under Section 5, or make recommendations for the purchase, control, or disposal, of real and personal property necessary for the purposes of the library.~~
- ~~e. The Library Board shall make recommendations for the selection of sites for public library buildings or for the location of library facilities.~~
- ~~f. The Library Board shall review and recommend to the City Council terms for contracts and working relationships with private and public agencies regarding library services.~~
- ~~g. The Library Board shall approve an annual report to the State Library and to the City Council submitted in a timely manner on a form supplied by the State Library.~~
- ~~h. The Library Board shall develop and recommend to the City Council long-range plans for library service, consistent with City priorities and with State, regional and national goals for libraries.~~

- a. Library Board powers and authority shall be outlined in the adopted bylaws subject to ORS 357.490.

Section 2. Repealing Ordinance No. 942-A in its entirety.

Section 3. Effective Date. This Ordinance shall be effective on the 30th day following its passage.

First Reading: July 23, 2024

Second Reading: August 13, 2024

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

Henry A. Balensifer III, Mayor

Attest: _____
Dawne Shaw, CMC, City Recorder

RESOLUTION NO. 2683

Introduced by All Commissioners

A RESOLUTION ADOPTING WARRENTON COMMUNITY
LIBRARY BOARD BYLAWS

WHEREAS, the City of Warrenton Community Library was established in 1993 by Ordinance No. 921-A; and

WHEREAS, Ordinance No. 1275 amends Ordinance No. 921-A and repeals Ordinance No. 942-A, to update the Warrenton Municipal Code and separate the bylaws from the code; and

WHEREAS, at their last board meeting, the Warrenton Community Library Board adopted new bylaws; and

WHEREAS, the City of Warrenton desires to adopt the Warrenton Community Library Board bylaws in a standalone resolution to allow a cleaner process for any future changes;

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Warrenton resolves as follows:

Section 1: The Warrenton City Commission hereby adopts the Warrenton Community Library Board Bylaws, as outlined in Attachment A.

Section 2: This resolution will take effect September 13, 2024, the effective date of Ordinance No. 1275.

Adopted by the City Commission of the City of Warrenton this _____ day of _____ 2024.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

Warrenton Community Library

Advisory Board

BY-LAWS

I. CREATION

The Warrenton Community Library Advisory Board was established by City of Warrenton Ordinance 921-A and revised by Ordinance 942-a to advise City of Warrenton Commission and Library Director on policy matters pertaining to the Warrenton Community Library.

II. NAME

The title of this organization is the Warrenton Community Library Advisory Board (hereinafter referred to as the Library Board).

III. PURPOSE

The following lists the objectives and responsibilities relative to the purpose of the Library Board:

- a. Maintains active communication with the Library Director
- b. Advise the Library Director and make recommendations to the City Commission on policy matters pertaining to the Warrenton Community Library.
- c. Assists the City Manager in the interview process for selection of a new Library Director.
- d. Make recommendations for the selection of sites for public library buildings or for the location of library facilities.
- e. Receive a copy of the State Library of Oregon Annual Statistical Report.
- f. Assist staff with developing and recommending to the City Commission strategic planning for future library services, consistent with City priorities and with State, regional and national goals for libraries.

IV. ORGANIZATION

- a. The Library Board consists of seven (7) members. Terms of officers shall be one (1) year, and terms of Library Board members is four (4) years. No person shall hold appointment for more than two full consecutive terms, but any person may be appointed again to the Library Board after an interval of one (1) year.
- b. Library Board officers include CHAIR, VICE-CHAIR, and SECRETARY, where the Secretary position is filled by the Library Director, but duties may be

delegated out at by the Library Director (ORS 357.470). Officer positions are for a one-year term. The Library Board will select members for the Officer roles with a nomination, and a voice vote process. The Vice-Chair shall assume the duties of the Chair in the absence of the Chair. Officer elections shall be held at the fourth-quarter meeting to take effect at the beginning of the next calendar year.

- c. The Chair shall preside over Library Board meetings and is responsible for seeing that Library Board vacancies are filled and overseeing the business of the Library Board.
- d. The Library Director, or designee, shall attend Library Board meetings. Their purpose is to aid the Library Board through information, initiation of projects, perspective, and other customary staff support services. The Library Board's role is also to advise the Director on matters of policy or other requests put forward for advice by the Library Director.
- e. The Library Board encourages citizen participation and will, on occasion, request specific or general citizen/expert input.
- f. The Library Board Chair, with the approval of the Library Board, shall establish all standing or special committees. Committee objectives and/or purposes shall be expressly stated.
 - i. Committee membership may consist of Library Board members, library staff, library users, and/or the general public depending on the nature and purpose of the committee.
 - ii. For committees consisting entirely of Library Board members, the Chair shall make committee appointments.
 - iii. For committees which include library staff, library users, or the general public, the Library Board Chair shall designate at least one Library Board member to act as a liaison to the committee. Recruitment and appointment of remaining committee members shall be delegated to the Library Director or the Director's staff designee, with the advice of the appointed liaison.
 - iv. Liaisons shall periodically report to the Library Board on the committee's activities. Committees shall deliver a formal report to the Library Board on their activities at least annually.

V. MEMBER ELIGIBILITY

- a. The City of Warrenton Commission will make appointments to the Library Board.
- b. Library Board member terms will be four (4) years.
- c. In order to establish continuity of membership, the terms will be structured so that no more than two (2) members' terms expire during any one year.
- d. If a vacancy occurs during a term of office, the City Commission shall appoint a new member for the unexpired term.
- e. Library Advisory board members may not have more than three (3) unexcused absences in two (years) consecutive years. The Library Advisory Board Chair

shall not miss more than two (2) meetings in a year. The Mayor, by notifying the City Commission, or the City Commission by formal action, may retain the right to keep members on the board despite attendance history or planned absences in order to find suitable replacements to the board, at which time they will be relieved of their appointment and a replacement shall take their place.

VI. MEETINGS

- a. A minimum of four (4) regular meetings shall be scheduled annually, at a time and place agreed upon by the Library Board.
- b. The Library Board Chair, Library Director, or the City Commission may call special meetings, as needed. A minimum notice of 48 hours must be provided for any called special meetings.
- c. A majority of members of the Library Board will constitute a quorum.
- d. The Library Board Secretary shall be responsible for recording minutes for all Library Board meetings.
- e. Voting will be by voice vote. Not voting by proxy.
- f. Formal agenda items must be submitted to the Library Board Chair no fewer than five (5) working days before the meeting date.
- g. Citizens may introduce future agenda items at the beginning of each meeting (limited to five (5) minutes).
- h. All meetings of the Library Board are open to the public and shall be conducted in accordance with Robert's Rules of Order.

VII. AMENDMENTS

- a. The Warrenton Community Library Advisory Board By-Laws shall be submitted to the Commission of the City of Warrenton for approval. Once the By-Laws are approved, any modifications of these By-Laws must also be approved by the City Commission before they become effective.
- b. The procedure to recommend modification of these By-Laws to the City Commission shall be:
 - i. All recommended modifications are to be presented and discussed at a regularly scheduled Library Board meeting; recommendation to the City Commission may be made at the same meeting if consensus is reached.
 - ii. A majority vote of the Library Board members present is necessary to recommend a change in the By-Laws.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: July 23, 2024
SUBJ: Consideration to Place the Prohibition of Psilocybin-related businesses
on the November Ballot (Resolution No. 2687)

SUMMARY

In December of 2022, the City Commission adopted Ordinance No. 1259 prohibiting the establishment psilocybin-related businesses and referred it to the City's electors for approval at the November 2024 statewide general election. If this measure is approved, psilocybin-related businesses will be prohibited within the City. If this measure is not approved, then psilocybin-related businesses will be permitted within the City.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2687; Authorizing an Election on November 5, 2024 in the City of Warrenton for the purpose of prohibiting psilocybin-related business within the City of Warrenton."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager: _____

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

RESOLUTION NO. 2687

Introduced by: All Commissioners

AUTHORIZING AN ELECTION ON NOVEMBER 5, 2024, IN THE CITY OF
WARRENTON FOR THE PURPOSE OF PROHIBITING PSILOCYBIN-RELATED
BUSINESSES WITHIN THE CITY OF WARRENTON

The Warrenton City Commission resolves as follows:

SECTION 1. That an election be held on November 5, 2024, for the purpose of voting on prohibiting psilocybin-related businesses within the City of Warrenton.

SECTION 2. The ballot title, submitted directly to the people, shall be as follows:

CAPTION: PROHIBITS PSILOCYBIN-RELATED BUSINESSES WITHIN THE CITY OF WARRENTON

QUESTION: Shall the City of Warrenton prohibit psilocybin-related businesses in the City of Warrenton?

SUMMARY: Approval of this measure would prohibit psilocybin-related businesses, including psilocybin product manufacturing and psilocybin service centers, within the City of Warrenton.

In December of 2022, the Warrenton City Commission adopted Ordinance No. 1259 prohibiting the establishment of psilocybin-related businesses and referred it to the City's electors for approval at the November 2024 statewide general election. If this measure is approved, psilocybin-related businesses will be prohibited within the City. If this measure is not approved, then psilocybin-related businesses will be permitted within the City.

SECTION 3: The City Elections Officer is hereby directed to give notice of said elections, as required by law.

SECTION 4: This resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 23rd day of July 2024.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: July 23, 2024
 SUBJ: Consideration to Place the Former Hammond Library Building Deed
 Transfer on the November Ballot (Resolution No. 2686)

SUMMARY

The VFW currently leases the former Hammond Library building from the City of Warrenton. The City wishes to transfer the deed to the former Hammond Library building and property to Veterans of Foreign War Fort Stevens Post 10580, by placing it on the November Ballot. The Deed transfer includes a reversionary clause, in the event VFW ceases to operate as a VFW in the City of Warrenton. The attached resolution adopts the Ballot Title and authorizes placing it on the ballot for the November 5, 2024, election.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2686; Authorizing an Election on November 5, 2024, and adopting the Ballot title: Deed Former Library Building & Property to VFW Post 10580."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

If the Deed transfer does not take place, the ownership and maintenance responsibility of the former library building will remain with the City of Warrenton.

Approved by City Manager: _____

RESOLUTION NO. 2686
Introduced by: All Commissioners

AUTHORIZING AN ELECTION ON NOVEMBER 5, 2024, IN THE CITY OF WARRENTON FOR THE PURPOSE OF DEEDING THE FORMER HAMMOND LIBRARY BUILDING AND PROPERTY TO VETERANS OF FOREIGN WAR, FORT STEVENS POST 10580.

The Warrenton City Commission resolves as follows:

SECTION 1. That an election be held on November 5, 2024, for the purpose of voting on a transfer of ownership and responsibility for repairs and maintenance of the former Hammond Library property to Veterans of Foreign War, Fort Stevens Post 10580.

SECTION 2. The ballot title, submitted directly to the people, shall be as follows:

CAPTION: DEED FORMER LIBRARY BUILDING AND PROPERTY TO VFW POST 10580

QUESTION: Shall City Deed former Hammond Library Building and Property to Veterans of Foreign War, Fort Stevens Post 10580?

SUMMARY: Passage of this measure will authorize the City to Deed the former Hammond library building and property to Veterans of Foreign War Fort Stevens Post 10580. The City supports veterans in our community and VFW currently holds a lease on the building. The passage of this measure will transfer ownership and responsibility for repairs and maintenance of the property to VFW Fort Stevens Post 10580.

The Deed will include a reversionary clause for the property to revert back to the city in the event VFW ceases to operate as a VFW in the City of Warrenton.

SECTION 3: The City Elections Officer is hereby directed to give notice of said elections, as required by law.

SECTION 4: This resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 23rd day of July 2024

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: July 23, 2024
SUBJ: Consideration to Place a General Obligation Bond Measure for the Wastewater Treatment Plant Expansion & Improvements on the November Ballot (Resolution No. 2688)

SUMMARY

The City Commission has determined that a need exists for the City to finance capital costs and to pay bond issuance costs for wastewater treatment plant and system expansion, and improvements. The attached resolution adopts the Ballot Title and authorizes placing it on the ballot for the November 5, 2024, election. If approved, this measure would finance a portion of the planned capital costs of the City of Warrenton's wastewater treatment plant and system, and related improvements and equipment. The estimated rate of \$0.88 cents per \$1,000.00 assessed value is estimated to start in 2027 and is an estimated increase of \$0.24 cents per \$1,000.00 over the current bond which ends in 2026.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2688; Authorizing an Election on November 5, 2024, and adopting the Ballot title: Bonds for wastewater treatment plant and system improvements."

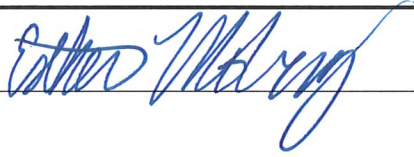
ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

Bond indebtedness in the principal amount not to exceed \$12,500,000.

Approved by City Manager: _____

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

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

RESOLUTION NO. 2688

**A RESOLUTION OF CITY OF WARRENTON, CLATSOP COUNTY,
OREGON CALLING A MEASURE ELECTION TO SUBMIT TO THE
ELECTORS OF THE CITY THE QUESTION OF CONTRACTING A
GENERAL OBLIGATION BONDED INDEBTEDNESS IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$12,500,000 TO FINANCE
CAPITAL COSTS; DECLARING INTENT TO REIMBURSE
EXPENDITURES; AND RELATED MATTERS.**

WHEREAS, the City Commission (the “City Commission”) of City of Warrenton, Clatsop County, Oregon (the “City”), has determined that a need exists for the City to finance capital costs, as more fully described in the Notice of Measure Election attached hereto as Exhibit A and to pay bond issuance costs (collectively, the “Project”); and

WHEREAS, Oregon Revised Statutes (“ORS”) 287A.050 authorizes the City, subject to voter approval, to issue general obligation bonds to finance capital costs including the Project; and

WHEREAS, the City anticipates incurring expenditures (the “Expenditures”) to finance the costs of the Project and wishes to declare its official intent to reimburse itself for any Expenditures it may make from its general funds on the Project from the proceeds of voter-approved general obligation bonds (the “Bonds”), the interest on which is expected to be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the City Commission has determined that it is in the best interest of the City to place the question of issuing the general obligation bonds on the ballot at the November 5, 2024 election.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WARRENTON, CLATSOP COUNTY, OREGON RESOLVES AS FOLLOWS:

1. A measure election is hereby called for the purpose of submitting to the electors of the City the question of contracting a general obligation bonded indebtedness in the name of the City in the principal amount not to exceed \$12,500,000. Bond proceeds will be used to finance the costs of the Project and pay all bond issuance costs. The Bonds shall mature over a period of not more than twenty-one (21) years from the date of issue and may be issued in one or more series.

2. The measure election hereby called shall be held in the City on November 5, 2024. As authorized by the County Clerk of Clatsop County, Oregon and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.

3. The City authorizes the City Manager, City Recorder, or Finance Director, or any of their designee, acting individually, as the authorized representative (the “Authorized Representative”) to act on behalf of the City, to submit the final ballot title and explanatory statement, if any, and to take such further action as is necessary or desirable to carry out the intent and purposes herein in compliance with the applicable provisions of law.

4. The Authorized Representative shall cause to be delivered to the Elections Official of the City, the Notice of Measure Election (the “Notice”) in substantially the form attached hereto as Exhibit A, with such changes as are approved and filed by the Authorized Representative not later than August 16, 2024 (at least 81 days prior to the election date) for publication of notice by the City in a newspaper of general circulation in the City.

5. The Authorized Representative shall cause to be delivered to the Elections Official of Clatsop County, Oregon, the Notice in the form published by the Elections Official of the City not sooner than after completion of the ballot title challenge process provided in the Secretary of State’s Referral Manual and not later than September 5, 2024 (at least 60 days prior to the election date) on Form SEL 802.

6. If Clatsop County prepares a voters’ pamphlet for the November 5, 2024 election, the Authorized Representative shall cause to be delivered to the Elections Official of Clatsop County, Oregon, an Explanatory Statement which shall be approved and filed by the Authorized Representative at the time of filing Form SEL 802 pursuant to paragraph 5. above.

7. The City hereby declares its official intent to reimburse its [general fund] with the proceeds of the Bonds for any of the Expenditures incurred by it prior to the issuance of the Bonds.

8. The law firm of Foster Garvey P.C. is hereby appointed to serve as bond counsel and D.A. Davidson & Co. has been engaged to serve as financial advisor with respect to the Bonds.

9. This resolution shall become effective upon passage by the Commission.

ADOPTED by the City Commission of the City of Warrenton, Clatsop County, Oregon, this 23rd day of July 2024.

**CITY OF WARRENTON
CLATSOP COUNTY, OREGON**

By: _____
Henry A. Balensifer III, Mayor

ATTEST:

By: _____
Dawne Shaw, CMC, City Recorder

EXHIBIT A

NOTICE OF MEASURE ELECTION

CITY OF WARRENTON
CLATSOP COUNTY, OREGON

Notice

Date of Notice _____	Name of City City of Warrenton	Name of County or Counties Clatsop	Date of Election November 5, 2024
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Ballot Title

Caption (10 words which reasonably identifies the subject of the measure)

Bonds for wastewater treatment plant and system improvements

Question (20 words which plainly phrases the chief purpose of the measure; second sentence is not included in word count)

Shall City of Warrenton issue \$12,500,000 principal amount of general obligation bonds for wastewater collection, treatment, and disposal system improvements? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

Summary (175 words which concisely and impartially summarizes the measure and its major effect)

If approved, this measure would finance a portion of the planned capital costs of the City of Warrenton's wastewater treatment plant and system, and related improvements and equipment, including:

- Improve, construct, and equip wastewater treatment plant and system facilities to increase capacity for flow and treatment of materials, accommodate population growth, and meet water quality and permit standards
- Replace aging plant equipment
- Improve seismic resiliency
- Fund capitalized interest
- Pay bond issuance costs

Bonds would mature in 21 years or less from the date of issuance and may be issued in one or more series. If approved, the average annual bond tax rate is estimated to be \$0.88 per \$1,000.00 of assessed value. Actual rates may vary based upon interest rates incurred and changes in assessed value. The estimated rate of \$0.88 cents per \$1,000.00 assessed value is estimated to start in 2027 and is an estimated increase of \$0.24 cents per \$1,000.00 over the current bond which ends in 2026.