



City of Warrenton City Commission

Agenda

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, April 22, 2025

The meeting will be broadcast via Zoom at the following link

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxlSWpha0dhUT09#success>

Meeting ID: 533 238 6326 | Passcode: 12345 | Dial-in Number: 253-215-8782

Public Comment: To provide public comment, participants should register prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter. Once your public comment is submitted it becomes part of permanent public record.

You may provide public comment using the following methods:

1. In-person: Complete a public comment card and submit to the City Recorder prior to the start of the meeting.
 2. Via Zoom: Register with the City Recorder, at cityrecorder@warrentonoregon.us no later than 3pm the day of the meeting. Please ensure that your zoom name matches the name registered to comment.
 3. Written comments: Submit via e-mail to the City Recorder, at cityrecorder@warrentonoregon.us, no later than 3:00 p.m. the day of the meeting.
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City Commission Regular Meeting 6:00 PM

1. Call to order

2. Pledge of Allegiance

3. Consent Calendar

- A. City Commission Meeting Minutes 2025.04.08
- B. Monthly Finance Report – January 2025
- C. Monthly Finance Report – February 2025
- D. Police Department Monthly Report – March 2025

4. Commissioner Reports

5. Public Comment

6. Public Hearings - None

7. Business Items

- A. Presentation – Recology Rate Review
- B. Consideration of Ordinance No. 1283 Adoption; Comprehensive Plan & Municipal Code Amendment; Exception for Flowlane Dredge Material
- C. Consideration of Professional Consulting Services Contract – Raw Waterline Replacement Project
- D. Consideration of Update to Low-Pressure Sewer System Homeowner Packet and Policy
- E. Consideration of Auction of 2006 John Deere Tractor
- F. Consideration of Municipal Judge Contract

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

8. Discussion Items - None

9. Good of the Order

10. Executive Session

11. Adjournment



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, April 8, 2025

1. City Commission meeting called to order at 5:59 pm.
2. Pledge of Allegiance

At 6:00 pm, Mayor Balensifer recessed the regular city commission meeting and announced they will call to order the Urban Renewal meeting. At 6:31 pm., Mayor Balensifer reconvened the regular meeting.

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Tom Dyer	X	
Paul Mitchell	X	
Henry Balensifer, Mayor	X	

Staff Members Present	
City Manager Esther Moberg	Deputy City Recorder Hanna Bentley
Police Chief Mathew Workman	Public Works Director Kevin Gorman

3. Consent Calendar

*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.

- A. City Commission Meeting Minutes 2025.03.25
- B. Harbormaster Report – March 2025
- C. Marina Advisory Committee Minutes 2025.02.24
- D. Encroachment Agreement – 1006 SW 9th

Mayor Balensifer requested to move item 3D to 7E as it is an agreement that will be signed; there were no objections.

Motion:	Move to approve the consent calendar as amended.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

4. Commissioner Reports

Commissioner Sollaccio noted the Spruce Up Warrenton easter egg hunt and the First Steps Autism Center spring color run.

Commissioner Mitchell noted that he attended the Morning with the Mayor and that he was surprised by the turnout. He provided an update on what was discussed at the Northwest Housing Task Force meeting.

City Manager Esther Moberg noted that the new City Planner will be starting on April 16th.

Mayor Balensifer noted he took the legislative leadership of the ways and means committee to the Iredale Inn and noted the impact it made.

5. Public Comment

Mayor Balensifer noted written comments that were received from Dr. Cyrus Javadi, Jana Dean and Suzi Balensifer, regarding fluoride in city water.

Suzi Balensifer submitted documents for the record regarding fluoride in the water and reviewed them. She asked the commission to seriously consider removing fluoride from the city system.

6. Public Hearings

A. Comprehensive Plan & Municipal Code Amendment; Exception for Flowlane Dredge Material

Mayor Balensifer continued the Public Hearing on the Exception for Flowlane Dredge Material. Formalities followed. No new conflicts of interest or ex parte contacts were reported. There were no conflicts or ex parte contacts regarding the application. Mayor Balensifer noted he had a brief conversation with the Army Corps of Engineers. The Mayor and Commissioners noted they had all visited the site. Interim City Planner Scott Fregonese summarized his staff report and reviewed what has been discussed at prior meetings. Fregonese noted that at the last meeting on February 11th the commission had 9 questions that were sent to the applicant and noted the answers have been included in the packet. Mayor Balensifer stated that he learned something he didn't know prior relating to the pile dikes along the river stretch, noting that the Port of Astoria is responsible for the pile dike maintenance. Mayor Balensifer read the conditions of approval into the record:

1. This goal exception only applies to in-water placement of dredged materials. This goal exception does not authorize new dredging activities.
2. No in-water dredge material disposal shall occur outside areas designated Development or outside areas included in this goal exception areas unless a new goal exception is approved.
3. All in-water dredged disposal within the goal exception areas will occur during the in-water work periods established during consultation with the National Marine Fisheries Service under the Endangered Species Act.
4. All in-water disposal within the goal exception areas will follow the Best Management Practices (BMPs) established during consultation with the National Marine Fisheries Service under the Endangered Species Act.

5. Disposal of dredged materials within the expanded flowlane/thalweg exception area shall be subject to Chapter 16.160 of the Warrenton Municipal Code. Non-federal applicants shall be required to submit all applicable applications and must receive approval prior to commencing work. Federal agencies, consistent with the Oregon Coastal Zone Management Program, must demonstrate consistency with local policies to the maximum extent practicable.
6. Non-federal entities using the expanded flowlane/thalweg exception area for in-water dredged material disposal shall annually submit to the City of Warrenton a copy of the dredging season monitoring and reporting results for the Columbia River that are prepared for the Oregon Department of Environmental Quality to demonstrate compliance with the requirements of the 401 Water Quality Certification. If the user of the goal exception area is a federal agency, the State of Oregon is responsible for requesting the annual report they submit to the Oregon Department of Environmental Quality per the Section 401 Water Quality Certification and submitting that report annually to the City of Warrenton.
7. The informational thalweg map shall be used for advisory purposes only. In cases where the informational thalweg map conflicts with the definition of “expanded flowlane/thalweg disposal”, the definition shall take precedence.
8. A new thalweg map shall be prepared every 5 years and submitted to Clatsop County Community Development and the U.S. Army Corps of Engineers. The City of Warrenton will request the updated map from Clatsop County. When said map is not available, placement activities will continue solely based on the text definition of thalweg placement.
9. Regarding deepwater placement of dredged material within the expanded flowlane/thalweg exception area: Areas deeper than 65 feet below MLLW may be used for thin-layer placement only if the placement does not cause the area to become permanently converted to depths shallower than 65 feet. Thin-layer placement is defined a maximum deposition on the riverbed of 0.25 feet during placement of each hopper dredge or barge load to minimize benthic impacts.

Mayor Balensifer asked if they were to dredge the east side of the mooring basin, does condition 1 pose an issue to them. Meg Reed from the Department of Land Conservation and Development noted the purpose of the condition is to ensure that this goal exception is only for the disposal of flowlane material. She noted that new dredging can occur; it would go through the normal process.

Mayor Balensifer reopened the public testimony and asked for public comments. There were no comments in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public testimony section of the hearing. Mayor Balensifer closed the public hearing.

Motion:	Move that based on the findings and conclusions of the January 28, 2025 staff report and additional information provided in the April 8, 2025 packet to conduct the first reading, by title only, of Ordinance No. 1283.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
	Sollaccio	X			
	Dyer	X			

	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading by title only, of Ordinance No. 1283; An Ordinance Approving the Changes to the Warrenton Comprehensive Plan as Described in Ordinance Number 1283 Subject to the Recommended Conditions of Approval.

7. Business Items

A. Consideration of Hammond Transmission Waterline – Phase 1; Advertise for Bids:

Public Works Director Kevin Gorman reviewed his staff report. There was brief discussion on the purpose of the transmission waterline and how the transmission line will affect Hammond. Mayor Balensifer requested that staff get clarification on the starting point of the project. Commissioner Mitchell noted that the project needs to get done before costs increase. Commissioner Poe commented on the current water flow of fire hydrants in Hammond.

Motion:	Move to authorize the advertisement for construction bids for the Hammond Waterline Phase 1 Project.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
	Sollaccio	X			
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Consideration of Raw Waterline RP-1 Easements:

Gorman reviewed his staff report. He noted for the record that this is RP-2 not RP-1. He noted that the project requires six new easements, three are permanent and three are temporary.

Motion:	Move to approve the City Manager to execute and record the easement agreements for the Raw Waterline RP-2 Project.				
Moved:	Sollaccio				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
	Sollaccio	X			
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

C. Consideration of Fort Stevens Guardhouse Street Closure:

Gorman reviewed his staff report noting that the road closure of Russell Drive is required for the duration of the renovations to facilitate upgrades to the electrical systems and the installation of water proofing to the Guardhouse. The request is to close Russell Drive from now until May 19, 2025. It was noted that the road was closed last year, and no complaints were received.

Motion:	Move to approve the proposed road closure for the Ft. Stevens Guardhouse renovations.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

D. Request for Support – Frolic and Lark:

Mayor Balensifer reviewed the request submitted by Nicole Bian owner of Frolic and Lark. Commissioner Sollaccio noted that Frolic and Lark is a children’s play studio that plans to go into the Outpost (60 N Main). She noted that Bian is asking for support from the city commission in order to apply for the latest Business Oregon Grant. Commissioner Sollaccio noted she will abstain from voting as she is the owner of the building and Bian might become a tenant.

Motion:	Move to approve a letter of support for Frolic and Lark.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio			X	
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

E. Encroachment Agreement – 1006 SW 9th

Moberg reviewed the agreement. She noted the previous owner had an encroachment agreement and that there is a new property owner requesting the same agreement. Mayor Balensifer asked if the owner was aware of the encroachment agreement; Moberg stated they were not aware that the agreement didn’t transfer and noted that when the agreement was shared with them from the previous property owner the page that said it was not transferable was missing. Commissioner Mitchell asked that the encroachment agreement be recorded with the county or title that states that the agreement is not transferable.

Moberg noted recording a title cost extra and asked if the city will be assuming the cost. There was consensus to have the applicant pay for the recording fee with the county.

Motion:	Move to approve the encroachment agreement for 1006 SW 9 th with the understanding that from the motion and second to agree that being for recording that with the county specifically and that the applicant pay that fee.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

8. Discussion items

A. Fluoride Supplementation

Gorman reviewed his staff report. He noted the potential cost increase of 24% due to increasing import tariffs. He stated that there is no domestic suppliers for fluoride. He noted both community and staff safety concerns. Gorman noted that staff have to get into a full protective suit completely covering them, with a respirator before handling fluoride concentrate. Mayor Balensifer noted his concerns. He noted that of the comments, calls and mail he received 52 comments to get rid of it and 2 were to keep it. Commissioner Dyer noted his concerns with storing the chemicals. Commissioner Sollaccio noted her concern with removing fluoride. She noted that she would like to see the \$23,000 going toward providing an alternative for our community. Commissioner Sollaccio noted that she has hesitation on removing it and that she recognizes the community's concern. There was consensus to conduct a public hearing for the ordinance change.

9. Good of the Order

Mayor Balensifer noted that he heard that the fire department had a hard time opening a fire hydrant on Juniper during a structure fire. He noted that he knows that public works does not have the staffing to test and paint hydrants. Moberg noted she would like to review this item more. Gorman noted that staff have been looking into it and have created a plan. Gorman reviewed the plan. Moberg noted that the utility crew has been understaffed by at least 2 people in the last 12 months.

10. Executive Session - None

11. Adjournment

There being no further business, Mayor Balenisfer adjourned the meeting at 7:33 pm.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

Volume 18 Issue 7

**Monthly Finance Report
January 2025**

April 22, 2025

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	4.73%	5.00%
Prime Rate:	7.50%	8.50%
◆ CPI-U change:	3.0%	3.1%
◆ Unemployment Rates:		
Clatsop County:	4.1%	3.7%
Oregon:	4.4%	4.1%
U.S.:	4.0%	3.7%

Department Statistics

◆ Utility Bills mailed	3,144
◆ New Service Connections	0
◆ Reminder Letters	418
◆ Door Hangers	108
◆ Water Service Discontinued	11
◆ Counter payments	426
◆ Mail payments	868
◆ Auto Pay Customers/pmts	635
◆ Online (Web) payments	1,625
◆ Checks issued	365

Current and Pending Projects

- ◆ ACEE Reporting (report due April 30, 2025)
- ◆ 2026-2031 Capital Improvement Program
- ◆ 2025-2026 Budget Preparation (1st Budget Committee Meeting May 10, 2025)
- ◆ WWTP GO Bond Preliminary Work

Financial Narrative as of January 31, 2025

Note: Revenues and expenses should track at 7/12 or 58.3% of the budget.

General Fund: Year to date revenues amount to \$3,870,669, which is 68.02% of the budget, compared to the prior year amount of \$3,875,970, which was 61.6% of the budget and are down by \$5,301. Increases are shown in property taxes, franchise fees, transient room tax, liquor license fees, planning fees, police charges, fire charges, lease receipts, proceeds from sale of assets and are offset by decreases in state revenue sharing, court fees, park charges, miscellaneous, interest and donations. Year to date transfers from other funds are \$3,000.

Expenses year to date amount to \$3,746,187, which is 55.72% of the budget, compared to the prior year amount of \$3,693,596, which was 54.9% of the budget. All departments are tracking at or under budget with exception to Admin/Commission/Finance and Fire Dept.

WBL: Business license revenue amounts to \$83,458, compared to \$82,823 at this time last year, a difference of \$635. Year to date licenses issued is 738 compared to 729 at this time last year.

Building Department: Permit revenues this month amount to \$27,526 and \$164,139 year to date, which is 92.42% of the budgeted amount. Last year to date permit revenue was \$78,055, 29.13% of the budget.

State Tax Street: State gas taxes re-

ceived this month amount to \$46,803 for fuel sold in December and \$260,767 year to date. City fuels taxes received this month amount to \$29,224 for fuel sold in November and are \$162,308 year to date. Total gas taxes received year to date are \$423,075 compared to \$421,824 at this time last year.

Warrenton Marina: Total revenues to date are \$683,851, 93.8% of the budgeted amount, compared to the prior year amount of \$688,092, which was 92% of the budgeted amount. There is \$66,247 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$450,930, 98.2% of the budgeted amount, compared to the prior year amount of \$440,201, which was 105.2% of the budgeted amount. There is \$4,247 in moorage receivables outstanding.

Of the total outstanding receivables:

\$11,1123 (15.76%) is current,

\$7,144 (10.13%) is 30-60 days past due,

\$3,074 (4.36%) is 60-90 days past due and

\$49,164 (69.74%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$170,545 and \$98,884, and \$1,729,175 and \$1,309,256 year to date for in-city and out-city respectively and totals \$3,038,431 and is 69.48% of the

budget. Last year at this time, year to date fees were \$1,631,844 and \$1,058,829, for in-city and out-city, respectively and totaled \$2,690,673.

Sewer Fund: In city utility fees charged this month are \$256,735 and \$1,872,482 year to date, which is 60.5% of the budget. Last year at this time, year to date fees were \$1,760,273. Shoreline Sanitary fees year to date are \$89,753. Total revenues year to date are \$1,962,235 compared to \$1,845,747 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$51,326 and \$371,311 year to date and is 60.6% of the budget. Last year to date revenues were \$351,905 which was 64.18% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$93,319 and \$21,343, and \$668,392 and \$151,559, year to date, and are 59.7% and 63.5% of the budget respectively.

Library Fund: Current year to date property taxes received amount to \$266,225 compared to \$236,909 at this time last year.

Community Center Fund: Rental revenue year to date is \$65,141 and is 325.7% of the budget. Last year to date revenue was \$34,684, which was 173.4% of the budget. A long term renter paid for all of 2025 in January, resulting in higher than usual rental revenue.

Financial data as of January, 2025

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	2,667,929	2,602,003	1,850,000	140.65	
Plus: Revenues	461,588	3,870,669	5,690,803	68.02	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	15,326	104,688	212,822	49.19	
Admin/Comm/Fin(ACF)	98,593	1,028,433	1,596,972	64.40	
Planning	12,703	151,595	444,512	34.10	
Police	188,064	1,308,051	2,678,362	48.84	
Fire	74,474	776,600	1,233,234	62.97	
Parks	13,872	106,042	286,839	36.97	
Transfers	-	270,778	270,778	100.00	
Total Expenditures	403,032	3,746,187	6,723,519	55.72	
Ending Fund Balance	2,726,485	2,726,485	817,284	333.60	

	WBL				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	184,504	150,786	130,000	115.99	
Plus: Revenues	1,265	89,094	65,800	135.40	
Less: Expenditures	915	55,026	77,038	71.43	
Ending Fund Balance	184,854	184,854	118,762	155.65	

	Building Department				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	500,220	483,082	460,000	105.02	
Plus: Revenues	29,840	186,026	206,480	90.09	
Less: Expenditures	16,886	155,934	481,132	32.41	
Ending Fund Balance	513,174	513,174	185,348	276.87	

	State Tax Street				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	2,959,704	3,241,761	3,300,000	98.24	
Plus: Revenues	168,391	591,653	4,350,625	13.60	
Less: Expenditures	30,350	735,669	5,215,225	14.11	
Ending Fund Balance	3,097,745	3,097,745	2,435,400	127.20	

	Warrenton Marina				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	780,383	451,107	410,000	110.03	
Plus: Revenues	23,926	683,851	729,364	93.76	
Less: Expenditures	47,725	378,374	892,096	42.41	
Ending Fund Balance	756,584	756,584	247,268	305.98	

Financial data as of January 2025, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	520,792	322,296	275,000	117.20	3,659,200	2,101,761	2,000,000	105.09
Plus: Revenues	11,459	450,930	459,022	98.24	321,174	3,423,899	7,381,792	46.38
Less: Expenditures	25,207	266,182	563,469	47.24	225,772	1,771,058	7,703,880	22.99
Ending Fund Balance	<u>507,044</u>	<u>507,044</u>	<u>170,553</u>	<u>297.29</u>	<u>3,754,602</u>	<u>3,754,602</u>	<u>1,677,912</u>	<u>223.77</u>
	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	4,453,973	3,355,550	3,100,000	108.24	1,985,772	1,837,304	1,515,000	121.27
Plus: Revenues	312,768	2,497,419	3,430,625	72.80	200,688	573,863	1,737,264	33.03
Less: Expenditures	187,948	1,274,176	4,990,921	25.53	27,934	252,641	2,283,391	11.06
Ending Fund Balance	<u>4,578,793</u>	<u>4,578,793</u>	<u>1,539,704</u>	<u>297.38</u>	<u>2,158,526</u>	<u>2,158,526</u>	<u>968,873</u>	<u>222.79</u>
	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	597,291	593,041	560,000	105.90	83,325	62,718	60,000	104.53
Plus: Revenues	118,424	848,774	1,388,710	61.12	1,940	72,265	26,800	269.65
Less: Expenditures	119,696	845,796	1,432,337	59.05	2,432	52,150	66,716	78.17
Ending Fund Balance	<u>596,019</u>	<u>596,019</u>	<u>516,373</u>	<u>115.42</u>	<u>82,833</u>	<u>82,833</u>	<u>20,084</u>	<u>412.44</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	336,833	229,299	220,000	104.23	6,622	6,487	6,400	101.36
Plus: Revenues	12,104	274,547	283,879	96.71	30,639	781,168	1,800,000	43.40
Less: Expenditures	21,967	176,876	333,445	53.05	30,618	781,012	1,806,400	43.24
Ending Fund Balance	<u>326,970</u>	<u>326,970</u>	<u>170,434</u>	<u>191.85</u>	<u>6,643</u>	<u>6,643</u>	<u>-</u>	<u>-</u>

Financial data as of January 2025, continued

(\$ Cash Balances as of January 31, 2025)						
General Fund	3,171,276	Warrenton Marina	709,299	Storm Sewer	2,143,319	
WBL	184,854	Hammond Marina	509,111	Sanitation Fund	552,089	
Building Department	525,011	Water Fund	3,856,866	Community Center	85,376	
State Tax Street	3,212,968	Sewer Fund	4,332,667	Library	334,892	
Warrenton Urban Renewal Agency						
Capital Projects	11,342					
Debt Service	1,935,367					
		Actual as a				
			% of	Collections/Accruals		(over)
General Fund Revenues	Collection Frequency	2024-2025 Budget	Current Budget	Year to date		under budget
				January 2025	January 2024	
Property taxes-current	AP	1,428,999	91.37	1,305,705	1,253,884	123,294
Property taxes-prior	AP	30,000	54.87	16,461	23,633	13,539
County land sales	A	-	0.00			-
Franchise fees	MAQ	695,225	55.60	386,553	332,600	308,672
COW - franchise fees	M	354,629	60.16	213,330	202,337	141,299
Transient room tax	Q	650,000	62.12	403,751	392,802	246,249
Liquor licenses	A	625	96.00	600	575	25
State revenue sharing	MQ	223,378	29.03	64,845	79,567	158,533
Municipal court	M	94,200	38.09	35,880	45,121	58,320
Planning Fees	I	103,000	43.11	44,407	22,776	58,593
Police charges	I	24,000	73.66	17,677	12,275	6,323
Fire charges	SM, I	119,018	66.45	79,085	65,700	39,933
Park charges	I	-	0.00	535	585	-
Housing rehab loan payments	I	-	0.00		-	-
Miscellaneous	I	5,000	169.91	8,496	48,126	(3,496)
Interest	M	90,000	83.51	75,156	77,848	14,844
Lease receipts	M	272,758	59.70	162,839	139,143	109,919
Food pod receipts	M	-	0.00	19,200	17,370	(19,200)
Proceeds from sale of assets	I	-	0.00	4,714	3,761	(4,714)
Donations	I	-	0.00		871	-
Grants	I	-	0.00			-
Sub-total		4,090,832	69.40	2,839,236	2,718,974	1,251,596
Transfers from other funds	I	3,000	0.00	3,000	203,860	-
Overhead	M	1,596,971	64.40	1,028,433	953,136	568,538
Total revenues		5,690,803	68.02	3,870,669	3,875,970	1,820,134

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, 2025. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

Volume 18, Issue 8

**Monthly Finance Report
February 2025**

April 22, 2025

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	4.70%	5.20%
Prime Rate:	7.50%	8.50%
◆ CPI-U change:	2.80%	3.20%
◆ Unemployment Rates:		
Clatsop County:	4.3%	3.90%
Oregon:	4.5%	4.20%
U.S.:	4.1%	3.90%

Department Statistics

◆ Utility Bills mailed	3,125
◆ New Service Connections	0
◆ Reminder Letters	349
◆ Door Hangers	88
◆ Water Service Discontinued	10
◆ Counter payments	392
◆ Mail payments	871
◆ Auto Pay Customers/pmts	632
◆ Online (Web) payments	1,567
◆ Checks issued	308

Current and Pending Projects

- ◆ ARPA Funding (next report due April 30, 2025)
- ◆ 2026-2031 Capital Improvement Program
- ◆ 2025-2026 Budget Preparation (Budget Committee Meeting May 10, 2025)
- ◆ WWTP GO Bond Preliminary Work

Financial Narrative as of February 28, 2025

Note: Revenues and expenses should track at 8/12 or 66.7% of the budget.

General Fund: Year to date revenues amount to \$4,151,691, which is 73.0% of the budget, compared to the prior year amount of \$4,152,979, which was 76.5% of the budget and are down by \$1,288. Increases are shown in property tax, franchise fees, transient room tax, planning fees, police charges, fire charges, leases, proceeds from sale of assets, overhead and are offset by decreases in statewide revenue sharing, municipal court, parks charges, miscellaneous, interest, donations and transfers from other funds.

Expenses year to date amount to \$4,107,441, which is 61.09% of the budget, compared to the prior year amount of \$4,070,928, which was 60.51% of the budget. All departments are tracking under budget with exception to Admin/Commission/Finance as a result of a large annual payment made early in the fiscal year and the Fire Department which is tracking at 68.75%.

WBL: Business license revenue amounts to \$83,903, compared to \$83,195 at this time last year. Year to date licenses issued is 747 compared to 783 at this time last year.

Building Department: Permit revenues this month amount to \$16,203 and \$180,342 year to date, which is 101.4% of the budgeted amount. Last year to date permit revenue was \$88,174, 32.9% of the

budget.

State Tax Street: State gas taxes received this month amount to \$47,041 for fuel sold in January and \$307,808 year to date. City fuels taxes received this month amount to \$26,716 for fuel sold in December and are \$189,025 year to date. Total gas taxes received year to date are \$496,833 compared to \$489,465 at this time last year.

Warrenton Marina: Total revenues to date are \$704,678, 96.6% of the budgeted amount, compared to the prior year amount of \$665,864, which was 92.9% of the budgeted amount. There is \$67,032 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$458,791, 99.9% of the budgeted amount, compared to the prior year amount of \$448,822, which was 107% of the budgeted amount. There is \$3,822 in moorage receivables outstanding.

Of the total outstanding receivables:

\$17,956 (25.34%) is current,

\$2,446 (3.45%) is 30-60 days past due,

\$4,381 (6.18%) is 60-90 days past due and

\$46,072 (65.02%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$177,083 and \$95,296, and \$1,906,258 and \$1,404,552 year to date

for in-city and out-city respectively and totals \$3,310,810 and is 72.00% of the budget. Last year at this time, year to date fees were \$1,851,072 and \$1,151,139, for in-city and out-city, respectively and totaled \$3,002,211.

Sewer Fund: Utility fees charged this month are \$258,757 and \$2,131,240 year to date, which is 68.86% of the budget. Last year at this time, year to date fees were \$2,008,872. Shoreline Sanitary fees year to date are \$102,574. Total revenues year to date are \$2,233,814 compared to \$2,106,556 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$51,728 and \$426,039 year to date and is 69% of the budget. Last year to date revenues were \$401,593 which was 73.24% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$94,928 and \$21,548, and \$763,320 and \$173,107, year to date, and are 68.15% and 72.55% of the budget respectively.

Community Center Fund: Rental revenue year to date is \$66,176 and is 331% of the budget. Last year to date revenue was \$51,408, which was 257% of the budget. A long term renter paid for all of 2025 in January, resulting in higher than usual rental revenue.

Financial data as of February, 2025

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	2,726,485	2,602,003	1,850,000	140.65	
Plus: Revenues	281,021	4,151,691	5,690,803	72.95	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	15,845	120,533	212,822	56.64	
Admin/Comm/Fin(ACF)	85,259	1,113,692	1,596,972	69.74	
Planning	29,915	181,511	444,512	40.83	
Police	149,623	1,457,674	2,678,362	54.42	
Fire	71,253	847,853	1,233,234	68.75	
Parks	9,358	115,400	286,839	40.23	
Transfers	-	270,778	270,778	100.00	
Total Expenditures	361,253	4,107,441	6,723,519	61.09	
Ending Fund Balance	2,646,253	2,646,253	817,284	323.79	

	WBL				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	184,854	150,786	130,000	115.99	
Plus: Revenues	1,110	90,204	65,800	137.09	
Less: Expenditures	349	55,375	77,038	71.88	
Ending Fund Balance	185,615	185,615	118,762	156.29	

	Building Department				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	513,174	483,082	460,000	105.02	
Plus: Revenues	18,426	204,451	206,480	99.02	
Less: Expenditures	17,683	173,616	481,132	36.08	
Ending Fund Balance	513,917	513,917	185,348	277.27	

	State Tax Street				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	3,097,745	3,241,761	3,300,000	98.24	
Plus: Revenues	84,761	676,414	4,350,625	15.55	
Less: Expenditures	18,984	754,653	5,215,225	14.47	
Ending Fund Balance	3,163,522	3,163,522	2,435,400	129.90	

	Warrenton Marina				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	756,584	451,107	410,000	110.03	
Plus: Revenues	20,827	704,678	729,364	96.62	
Less: Expenditures	40,567	418,941	892,096	46.96	
Ending Fund Balance	736,844	736,844	247,268	297.99	

Financial data as of February 2025, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	507,044	322,296	275,000	117.20	3,754,602	2,101,761	2,000,000	105.09
Plus: Revenues	7,861	458,791	459,022	99.95	322,588	3,746,486	7,381,792	50.75
Less: Expenditures	21,449	287,631	563,469	51.05	185,256	1,956,313	7,703,880	25.39
Ending Fund Balance	<u>493,456</u>	<u>493,456</u>	<u>170,553</u>	<u>289.33</u>	<u>3,891,934</u>	<u>3,891,934</u>	<u>1,677,912</u>	<u>231.95</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	4,578,793	3,355,550	3,100,000	108.24	2,158,526	1,837,304	1,515,000	121.27
Plus: Revenues	314,519	2,811,938	3,430,625	81.97	59,243	633,106	1,737,264	36.44
Less: Expenditures	165,842	1,440,018	4,990,921	28.85	16,802	269,443	2,283,391	11.80
Ending Fund Balance	<u>4,727,470</u>	<u>4,727,470</u>	<u>1,539,704</u>	<u>307.04</u>	<u>2,200,967</u>	<u>2,200,967</u>	<u>968,873</u>	<u>227.17</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	596,019	593,041	560,000	105.90	82,833	62,718	60,000	104.53
Plus: Revenues	119,858	968,632	1,388,710	69.75	1,500	73,764	26,800	275.24
Less: Expenditures	72,301	918,097	1,432,337	64.10	1,558	53,707	66,716	80.50
Ending Fund Balance	<u>643,576</u>	<u>643,576</u>	<u>516,373</u>	<u>124.63</u>	<u>82,775</u>	<u>82,775</u>	<u>20,084</u>	<u>412.15</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	326,970	229,299	220,000	104.23	6,643	6,487	6,400	101.36
Plus: Revenues	2,748	277,295	283,879	97.68	10,391	791,559	1,800,000	43.98
Less: Expenditures	21,451	198,327	333,445	59.48	10,372	791,384	1,806,400	43.81
Ending Fund Balance	<u>308,267</u>	<u>308,267</u>	<u>170,434</u>	<u>180.87</u>	<u>6,662</u>	<u>6,662</u>	<u>-</u>	<u>-</u>

Financial data as of February 2025, continued

(\$ Cash Balances as of February 28, 2025)

General Fund	3,071,742	Warrenton Marina	682,668	Storm Sewer	2,177,320
WBL	185,616	Hammond Marina	493,822	Sanitation Fund	558,092
Building Department	519,872	Water Fund	3,980,656	Community Center	84,716
State Tax Street	3,269,441	Sewer Fund	4,516,284	Library	318,229

Warrenton Urban Renewal Agency

Capital Projects 9,197

Debt Service 1,938,225

		Actual as a % of Collections/Accruals				(over)
General Fund Revenues	Collection Frequency	2024-2025 Budget	Current Budget	Year to date		under budget
				February 2025	February 2024	
Property taxes-current	AP	1,428,999	91.74	1,311,004	1,261,604	117,995
Property taxes-prior	AP	30,000	63.82	19,145	24,573	10,855
County land sales	A	-	0.00	-		-
Franchise fees	MAQ	695,225	65.68	456,625	397,882	238,600
COW - franchise fees	M	354,629	67.64	239,857	230,248	114,772
Transient room tax	Q	650,000	62.15	403,950	394,492	246,050
Liquor licenses	A	625	100.00	625	625	-
State revenue sharing	MQ	223,378	43.78	97,785	116,936	125,593
Municipal court	M	94,200	42.26	39,806	51,660	54,394
Planning Fees	I	103,000	46.54	47,940	31,027	55,060
Police charges	I	24,000	80.84	19,401	14,304	4,599
Fire charges	SM, I	119,018	76.45	90,987	77,162	28,031
Park charges	I	-	0.00	585	640	-
Housing rehab loan payments	I	-	0.00			-
Miscellaneous	I	5,000	175.10	8,755	48,592	(3,755)
Interest	M	90,000	95.08	85,576	90,303	4,424
Lease receipts	M	272,758	68.43	186,644	159,944	86,114
Food pod receipts	M	-	0.00	21,600	19,670	(21,600)
Proceeds from sale of assets	I	-	0.00	4,714	3,761	(4,714)
Donations	I	-	0.00		871	-
Grants	I	-	0.00			-
Sub-total		4,090,832	74.19	3,034,999	2,924,294	1,055,833
Transfers from other funds	I	3,000	0.00	3,000	203,860	-
Overhead	M	1,596,971	69.74	1,113,692	1,024,825	483,279
Total revenues		5,690,803	72.95	4,151,691	4,152,979	1,539,112

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,
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WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
FROM: Chief Mathew Workman
DATE: April 22, 2025
RE: March 2025 Stats Report

Upcoming Dates:

- 04/23 – 911 Subscriber Meeting
- 04/22 - 04/25 – OACP Conf. Pendleton
- 04/25 - 04/27 – Crab/Wine Festival
- 05/01 - 05/02 – CIS Spring Supervisor Trn
- 05/08 – WPD Training Day
- 05/15 – LEA Meeting
- 05/05 – Muni Court Clerks Week

Highlights Since the Last Report:

- 04/11 – Autism Color Run; Ft. Stevens
- 04/16 – Resilient Clatsop County Workshop
- 04/17 – LEA Meeting
- 04/22 - 04/25 – OACP Conf. Pendleton

Traffic Statistic Highlights:

- Two (2) DUII Arrests – Alcohol
- Seven (7) Driving While Suspended Citations/Arrests
- Two (2) Speeding Citations
- Three (3) Failure to Yield Citations
- One (1) Following Too Close Citation
- Fourteen (14) Insurance Citations
- One (1) Distracted Driving Citation
- Two (2) Interlock Device Citations
- Two (2) Driver's License Citations
- Two (2) License/Registration Citations
- Ninety-six (96) other Citations and Warnings
- Seventeen (17) Traffic Crash Investigations
- **Citation vs Warning: 132 Traffic Stops: 36 Citations, 96 Warnings; Warning 73% of the time.**

TRAFFIC STATISTICS

Overall Statistics:

March Statistics (% changes are compared to 2025)							
Category	2025	2024	% Chg	2023	% Chg	2022	% Chg
Calls for Service	654	721	-9%	656	0%	651	0%
Incident Reports	224	234	-4%	213	5%	218	3%
Arrests/Citations	103	123	-16%	119	-13%	133	-23%
Traffic Stops/ Events	132	188	-30%	144	-8%	129	2%
DUII's	2	1	100%	1	100%	3	-33%
Traffic Crashes	17	19	-11%	14	21%	13	31%
Property Crimes	90	104	-13%	87	3%	116	-22%
Person Crimes	50	63	-21%	61	-18%	68	-26%
Drug/Narcotics Calls	2	3	-33%	3	-33%	1	100%
Animal Calls	18	23	-22%	26	-31%	36	-50%
Officer O.T.	85.1	61.5	38%	116.8	-27%	193.8	-56%
Reserve Hours	0	0	0%	0	0%	0	0%

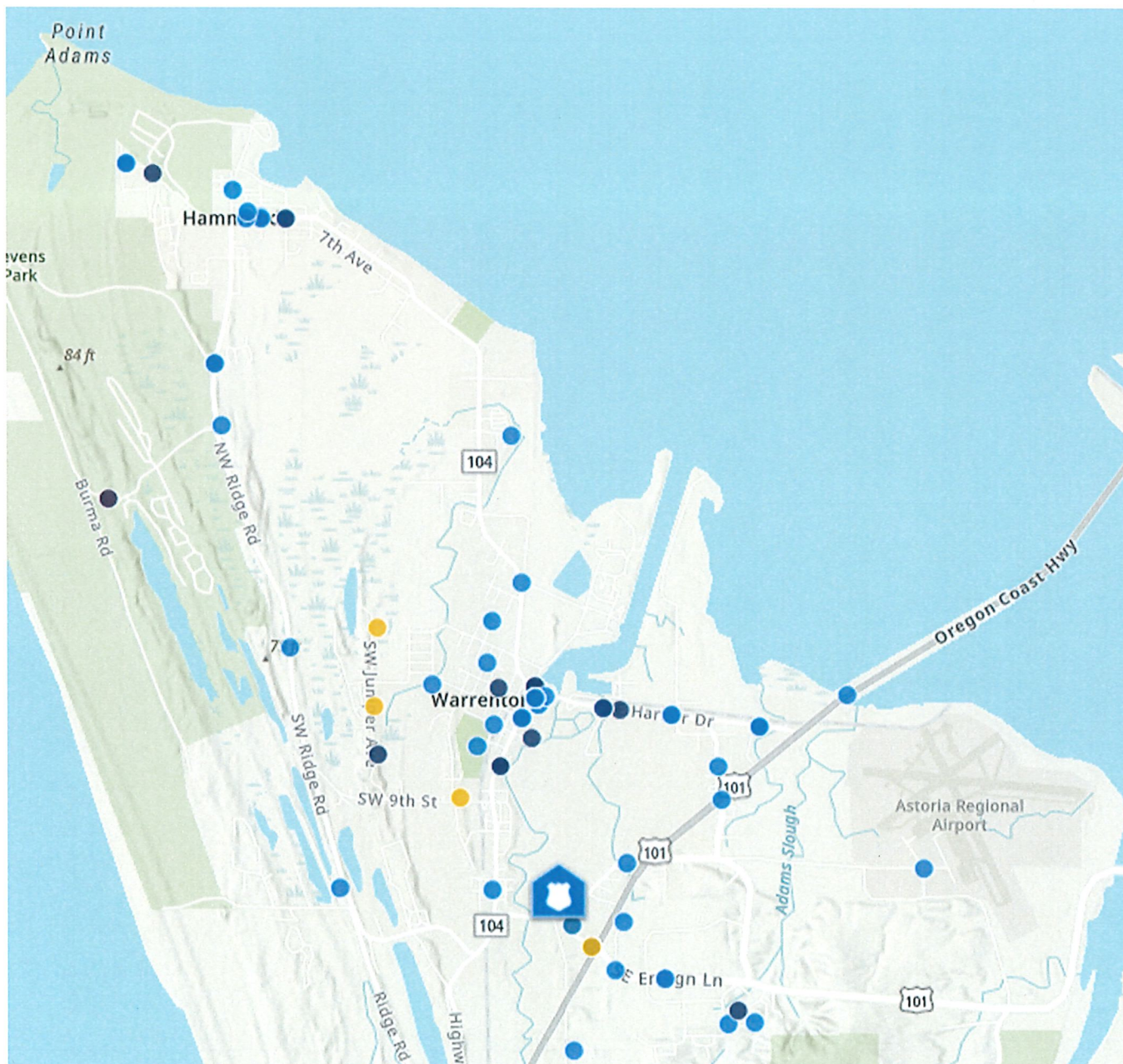
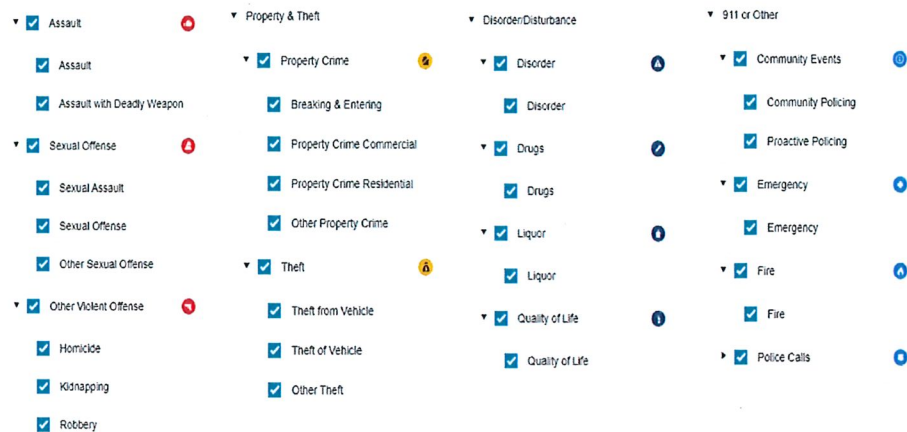
Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Calls for Service	644	581	654							
Incident Reports	205	190	224							
Arrests/Citations	91	63	103							
Traffic Stops/ Events	160	110	132							
DUI's	8	3	2							
Traffic Crashes	20	20	17							
Property Crimes	76	56	90							
Person Crimes	61	62	50							
Drug/Narcotics Calls	4	1	2							
Animal Calls	22	29	18							
Officer O.T.	160.25	54.5	85.1							
Reserve Hours	0	0	0							

Category	Nov	Dec	2025 YTD	2025 Estimate	2024	2025 v 2024	2023	2024 v. 2023	2022	2025 v. 2022
Calls for Service			1879	7516	8458	-11%	9084	-17%	8050	-7%
Incident Reports			619	2476	2618	-5%	2529	-2%	2484	0%
Arrests/Citations			257	1028	1317	-22%	1335	-23%	1602	-36%
Traffic Stops/ Events			402	1608	2215	-27%	2369	-32%	1848	-13%
DUI's			13	52	27	93%	30	73%	34	53%
Traffic Crashes			57	228	209	9%	217	5%	168	36%
Property Crimes			222	888	1190	-25%	1127	-21%	1204	-26%
Person Crimes			173	692	786	-12%	825	-16%	811	-15%
Drug/Narcotics Calls			7	28	56	-50%	60	-53%	40	-30%
Animal Calls			69	276	307	-10%	335	-18%	273	1%
Officer O.T.			300	1199.4	1635.3	-27%	1572	-24%	2212.8	-46%
Reserve Hours			0	0	0	0%	0	0%	0	0%

March Homeless Incidents	2025	2024	2023	2022
Code 40 (Normal)	39	44	31	35
Code 41 (Aggressive)	1	6	0	1
March Monthly Total:	40	50	31	36
YTD Total Homeless Incidents	92	133	72	88

March Elk Incidents	2025	2024	2023	2022
Interaction:	0	1	0	1
Traffic Accidents:	0	1	0	0
Traffic Complaints:	0	0	1	1
March Monthly Total:	0	2	1	2
YTD Total Elk Incidents	2	5	8	5

The following is a graphic representation of statistics for **March 2025** using our **CityProtect** membership (formerly [CrimeReports.com](https://www.cityprotect.com)). The “Dots” represent the location of a call, and if you zoom in on the map, you will 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.





Warrenton City Commission Public Comment Form

Name: Mike Balensiefer

Address: 947 SE Anchor

Email: on file nonfinne@gmail.com

Does your comment have to do with an agenda item? (Y or N) NO

Briefly describe your topic: Water Plant

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.



Esther Moberg
City Manager
City of Warrenton
225 S. Main St.
Warrenton, OR 97146

March 31, 2025

RE: Annual Report and Rate Increase

Dear Esther:

In compliance with the terms of our franchise agreement, I am attaching our Annual Report and rates effective July 1, 2025.

The Annual Report includes the following:

- a. 2024 calendar year reviewed financial statements, as well as expenses and revenues we reasonably anticipate will be incurred for the current 12-month cycle.
- b. The Operating Ratios for the preceding calendar year and the current rate year.

As you are aware, our franchise agreement provides two mechanisms for adjusting collection rates. The first mechanism is to utilize an annual CPI cost of living adjustment intended to maintain collection rates to keep up with current economic conditions. The second mechanism is via a rate review process which may either be requested by us or required by the franchise if the Annual Reports show us landing outside the allowable margin of 88%-92%.

Recology's review of 2024 financials, as well as projected revenues and expenses for the current 12-month period, indicate that we fall within the allowable operating range. As a result, no full rate review is necessary this year. Per the terms of the franchise, Recology is increasing rates 2.1% using CPI effective July 1, 2025.

As always, we appreciate the opportunity to provide essential solid waste and recycling services. We look forward to attending an upcoming council meeting, either in person or virtually. Dan Blue will be reaching out to you soon to coordinate scheduling that engagement.

Please let us know if you have any questions or need any additional information. You can reach out to me at (503) 803-4984 or by email at ccarey@recology.com or to Dan Blue at 503-405-0261 or dblue@recology.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Carey'.

Chris Carey
General Manager



REVENUE

Collection Services - Residential
Collection Services - Commercial
Collection Services - Debris Box Svcs
SUBTOTAL: CS (RA % applies)
Proposed Rate Adjustment
Collection Services - DB Disposal
Collection Services - Medical Waste
Collection Services - Other
Non-Franchised Revenue

Total Revenue

Franchise Fees
Revenue w/o Franchise Fees

LABOR EXPENSES

Operational Personnel
Non-Franchised Labor & Related
Health Insurance
Payroll Taxes
Other Benefits (Pension/401k, WC)

Total Labor Expenses

DISPOSAL EXPENSES

Disposal Charges - Outside Source
Disposal-Medical Waste
Disposal - Free Dump Vouchers (Astoria)
Inter-Company Disposal - Yard Debris
Inter-Company Disposal - Garbage

Total Disposal Expenses

OPERATIONAL EXPENSES

Fuel
Repairs & Maintenance
Business Licenses and Fees
Depreciation and Amortization
Operational Lease and Rent
Op. Lease and Rent - (Seaside Depot)
Supplies
Insurance Expense
Recycling Processing
Freight
Non Franchise Expense
Other Operational

Total Operational Expenses

SUBTOTAL

Total Administrative Expenses

Interest Income, Loss on Sale of Assets

NET INCOME BEFORE TAX

Operating Margin

Calculated Operating Ratio

RWO - North Coast Collection Total			Warrenton				
2024 Calendar Year Actual	2025-26 Projected Rate Year	Allocation Method	2024 Calendar Year Actual	Adjustments and Projected Changes		2025-26 Projected Rate Year	
		>>> <<<	Rate Adj. % >>>	2.10%			
\$ 7,474,844	\$ 7,875,197	Actual	\$ 249,525	\$ 14,026	6%	\$ 263,551	
\$ 5,110,726	\$ 5,363,217	Actual	\$ 239,203	\$ 12,737	5%	\$ 251,941	
\$ 789,533	\$ 651,397	Actual	\$ 149,359	\$ 16,354	11%	\$ 165,713	
\$ 13,375,102	\$ 13,889,811	Actual	\$ 638,087	\$ 43,118		\$ 681,205	
\$ -	\$ -					\$ 14,305	
\$ 1,281,255	\$ 1,281,255	Actual	\$ 318,057	\$ -	0%	\$ 318,057	
\$ 161,193	\$ 169,993	Actual	\$ 5,395	\$ (908)	-17%	\$ 4,487	
\$ 44,341	\$ 119,966	Actual	\$ 16,589	\$ 4,146	25%	\$ 20,735	
\$ 84,798	\$ 157,263	Actual		\$ -	0%		
\$ 14,946,689	\$ 15,618,288		\$ 978,127	\$ 46,356	5%	\$ 1,038,788	
\$ (703,560)	\$ (879,161)		\$ (82,945)			\$ (88,089)	
\$ 14,243,129	\$ 14,739,127		\$ 895,182			\$ 950,699	
\$ 1,680,321	\$ 1,526,645	Labor Hours	\$ 47,885	\$ (4,379)	-9%	\$ 43,505	
\$ 80,222	\$ 200,896		\$ -	\$ -	0%	\$ -	
\$ 442,129	\$ 490,389	Labor Hours	\$ 12,600	\$ 1,375	11%	\$ 13,975	
\$ 152,924	\$ 138,938	Labor Hours	\$ 4,358	\$ (399)	-9%	\$ 3,959	
\$ 193,468	\$ 159,515	Labor Hours	\$ 5,513	\$ (968)	-18%	\$ 4,546	
\$ 2,549,064	\$ 2,516,384		\$ 70,355	\$ (4,370)	-6%	\$ 65,985	
\$ 685,527	\$ 813,507	O/S Disposal	\$ 69,507	\$ 12,976	19%	\$ 82,483	
\$ 87,604	\$ 96,014	MW Disposal	\$ 2,383	\$ 229	10%	\$ 2,612	
\$ 31,572	\$ 33,150	Actual	\$ -	\$ -	0%	\$ -	
\$ 386,639	\$ 389,908	Program Yards	\$ -	\$ -	0%	\$ -	
\$ 2,951,572	\$ 3,155,373	I/C Disposal	\$ 338,817	\$ 23,395	7%	\$ 362,211	
\$ 4,142,914	\$ 4,487,951		\$ 410,706	\$ 36,599	9%	\$ 447,306	
\$ 435,270	\$ 453,690	Labor Hours	\$ 12,404	\$ (1,274)	-10%	\$ 11,130	
\$ 2,047,396	\$ 2,190,391	Labor Hours	\$ 58,345	\$ 4,075	7%	\$ 62,420	
\$ 248,808	\$ 256,428	Labor Hours	\$ 7,090	\$ 217	3%	\$ 7,308	
\$ 8,463	\$ (0)	Labor Hours	\$ 231	\$ (231)	-100%	\$ (0)	
\$ 755,111	\$ 741,631	Labor Hours	\$ 21,519	\$ (384)	-2%	\$ 21,135	
\$ 4,000	\$ 4,000	Actual	\$ -	\$ -	0%	\$ -	
\$ 73,178	\$ 74,715	Labor Hours	\$ 1,998	\$ 42	2%	\$ 2,040	
\$ 119,535	\$ 122,045	Labor Hours	\$ 3,264	\$ 69	2%	\$ 3,333	
\$ 470,974	\$ 474,197	Program Hours	\$ 74,256	\$ 508	1%	\$ 74,764	
\$ 4,922	\$ 5,025	Labor Hours	\$ 140	\$ 3	2%	\$ 143	
\$ 167,233	\$ 107,386		\$ -	\$ -	0%	\$ -	
\$ 31,341	\$ 34,097	Labor Hours	\$ 856	\$ 75	9%	\$ 931	
\$ 4,366,230	\$ 4,463,605		\$ 180,105	\$ 3,100	2%	\$ 183,205	
\$ 3,184,921	\$ 3,271,187		\$ 234,016	\$ 20,188	9%	\$ 254,204	
\$ 2,377,293	\$ 2,254,396		\$ 174,119	\$ (7,440)	-4%	\$ 166,679	
\$ (16,791)	\$ (15,518)	Cust Counts	\$ (2,323)	\$ 176	-8%	\$ (2,147)	
\$ 824,418	\$ 1,032,310		\$ 62,220	\$ 27,452	44%	\$ 89,672	
5.79%	7.00%		6.95%	2.10%		9.43%	
94.79%	94.01%		93.09%			90.58%	

**RECOLOGY WESTERN OREGON
WAR CITY OF WARRENTON**

**SUMMARY RATE SHEET
REVISED EFF. DATE: 7/1/2025**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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COLLECTION SERVICES - BILLED TO CITY

MONTHLY RATES

90REC	90G COMMINGLED RECYCLING -CURB	\$ 9.37	2.10%	\$ 0.20	\$ 9.57
90RES	90G COMMINGLE-SIDE*	\$ 9.37	2.10%	\$ 0.20	\$ 9.57
1CBE	CARDBOARD CONTAINER - ALL SIZES	\$ 45.97	2.10%	\$ 0.97	\$ 46.94
2GEW	2YD WASTE WATER EOW	\$ 232.42	2.10%	\$ 4.88	\$ 237.30

*sideyard only available with City approval for customers with medical needs.

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL.

RATE PER EACH

APF	REFRIGERATOR/FREEZER	\$ 57.26	2.10%	\$ 1.20	\$ 58.46
APPL	APPLIANCE	\$ 12.72	2.10%	\$ 0.27	\$ 12.99
FURN	FURNITURE CHARGE	\$ 19.09	2.10%	\$ 0.40	\$ 19.49
IRSC	IN ROUTE SERVICE CHARGE	\$ 40.32	2.10%	\$ 0.85	\$ 41.17
SC	SERVICE CHARGE	\$ 161.30	2.10%	\$ 3.39	\$ 164.69

RELATED FEES

RATE PER EACH

CORDF	CONTAINER RE-DELIVERY FEE	\$ 161.30	2.10%	\$ 3.39	\$ 164.69
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Note: Re-Delivery fees apply for resume service after suspend.

RATE PER EACH

CCF	CART CLEANING FEE	\$ 27.71	2.10%	\$ 0.58	\$ 28.29
CRF	CART REPLACEMENT FEE	\$ 72.05	2.10%	\$ 1.51	\$ 73.56

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

RATE PER EACH

WLI	WIND LATCH INSTALLATION	No charge for Warrenton residents			
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

FRONT-LOAD CONTAINER SERVICE

(City provides service for container sizes 3yds & under, unless City directs RWO to service)

1 YARD CONTAINERS

MONTHLY RATES

1GE	1YD TRASH EOW	\$ 123.06	2.10%	\$ 2.58	\$ 125.64
1XP	EXTRA PICK UP-1YD TRASH	\$ 45.27	2.10%	\$ 0.95	\$ 46.22

1.5 YARD CONTAINERS

MONTHLY RATES

1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 58.26	2.10%	\$ 1.22	\$ 59.48
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2 YARD CONTAINERS

MONTHLY RATES

2GW	2YD TRASH	\$ 314.07	2.10%	\$ 6.60	\$ 320.67
2GE	2YD TRASH EOW	\$ 174.02	2.10%	\$ 3.65	\$ 177.67
2GM	2YD TRASH MONTHLY	\$ 98.64	2.10%	\$ 2.07	\$ 100.71
2OC	ON CALL-2YD TRASH	\$ 71.15	2.10%	\$ 1.49	\$ 72.64
2XP	EXTRA PICK UP-2YD TRASH	\$ 71.15	2.10%	\$ 1.49	\$ 72.64

3 YARD CONTAINERS

MONTHLY RATES

3GW	3YD TRASH	\$ 415.94	2.10%	\$ 8.73	\$ 424.67
3GE	3YD TRASH EOW	\$ 224.94	2.10%	\$ 4.72	\$ 229.66
3GM	3YD TRASH MONTHLY	\$ 122.14	2.10%	\$ 2.56	\$ 124.70
3OC	ON CALL-3YD TRASH	\$ 97.03	2.10%	\$ 2.04	\$ 99.07
3XP	EXTRA PICK UP-3YD TRASH	\$ 97.03	2.10%	\$ 2.04	\$ 99.07

**RECOLOGY WESTERN OREGON
WAR CITY OF WARRENTON**

**SUMMARY RATE SHEET
REVISED EFF. DATE: 7/1/2025**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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4 YARD CONTAINERS

MONTHLY RATES

4GW	4YD TRASH	\$ 509.27	2.10%	\$ 10.69	\$ 519.96
4GE	4YD TRASH EOW	\$ 271.59	2.10%	\$ 5.70	\$ 277.29
4GM	4YD TRASH MONTHLY	\$ 143.72	2.10%	\$ 3.02	\$ 146.74
4OC	ON CALL-4YD TRASH	\$ 120.75	2.10%	\$ 2.54	\$ 123.29
4XP	EXTRA PICK UP-4YD TRASH	\$ 120.75	2.10%	\$ 2.54	\$ 123.29

5 YARD CONTAINERS

MONTHLY RATES

5GW	5YD TRASH	\$ 611.12	2.10%	\$ 12.83	\$ 623.95
5GE	5YD TRASH EOW	\$ 322.53	2.10%	\$ 6.77	\$ 329.30
5GM	5YD TRASH MONTHLY	\$ 167.25	2.10%	\$ 3.51	\$ 170.76
5OC	ON CALL-5YD TRASH	\$ 146.61	2.10%	\$ 3.08	\$ 149.69
5XP	EXTRA PICK UP-5YD TRASH	\$ 146.61	2.10%	\$ 3.08	\$ 149.69

6 YARD CONTAINERS

MONTHLY RATES

6GW	6YD TRASH	\$ 713.01	2.10%	\$ 14.97	\$ 727.98
6GE	6YD TRASH EOW	\$ 373.46	2.10%	\$ 7.84	\$ 381.30
6GM	6YD TRASH MONTHLY	\$ 190.78	2.10%	\$ 4.01	\$ 194.79
6OC	ON CALL-6YD TRASH	\$ 172.51	2.10%	\$ 3.62	\$ 176.13
6XP	EXTRA PICK UP-6YD TRASH	\$ 172.51	2.10%	\$ 3.62	\$ 176.13

8 YARD CONTAINERS

No new customers at this rate - safety issues

8GW	8YD TRASH	\$ 831.83	2.10%	\$ 17.47	\$ 849.30
8GE	8YD TRASH EOW	\$ 432.89	2.10%	\$ 9.09	\$ 441.98
8GM	8YD TRASH MONTHLY	\$ 218.22	2.10%	\$ 4.58	\$ 222.80
8OC	ON CALL-8YD TRASH	\$ 202.69	2.10%	\$ 4.26	\$ 206.95
8XP	EXTRA PICK UP-8YD TRASH	\$ 202.69	2.10%	\$ 4.26	\$ 206.95

CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)

RNT1	1YD RENT - TRASH	\$ 22.17	2.10%	\$ 0.47	\$ 22.64
RNT4	4YD RENT - TRASH	\$ 22.17	2.10%	\$ 0.47	\$ 22.64
RNT5	5YD RENT - TRASH	\$ 22.17	2.10%	\$ 0.47	\$ 22.64
RNT6	6YD RENT - TRASH	\$ 22.17	2.10%	\$ 0.47	\$ 22.64
RNT8	8YD RENT - TRASH	\$ 22.17	2.10%	\$ 0.47	\$ 22.64

FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

Compactor Rating	4 : 1	3 : 1	2 : 1
Factor applied to container rate of same size	1.5	1.3	1.12

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 23.20	2.10%	\$ 0.49	\$ 23.69
M10SC	10 QT SHARPS CONTAINER	\$ 26.87	2.10%	\$ 0.56	\$ 27.43
M23SC	23 QT SHARPS CONTAINER	\$ 51.90	2.10%	\$ 1.09	\$ 52.99
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 37.22	2.10%	\$ 0.78	\$ 38.00
MLGPB	PATHOLOGY BOX	\$ 56.53	2.10%	\$ 1.19	\$ 57.72
MW17G	MEDICAL WASTE 17 GAL	\$ 24.95	2.10%	\$ 0.52	\$ 25.47
MW31G	MEDICAL WASTE 31 GAL	\$ 32.15	2.10%	\$ 0.68	\$ 32.83
MW43G	MEDICAL WASTE 43 GAL	\$ 38.80	2.10%	\$ 0.81	\$ 39.61
MOWPT	OVERWEIGHT MEDICAL TUB	\$ 22.17	2.10%	\$ 0.47	\$ 22.64

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 80.64	2.10%	\$ 1.69	\$ 82.33
10HD	RECYCLE HAULS TO TRAILS END	\$ 120.96	2.10%	\$ 2.54	\$ 123.50
10HG	10 YD TRASH BOX HAUL	\$ 161.29	2.10%	\$ 3.39	\$ 164.68
20HG	20 YD TRASH BOX HAUL	\$ 161.29	2.10%	\$ 3.39	\$ 164.68
30HG	30 YD TRASH BOX HAUL	\$ 161.29	2.10%	\$ 3.39	\$ 164.68
47HG	47 YD TRASH BOX HAUL	\$ 161.29	2.10%	\$ 3.39	\$ 164.68
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 192.57	2.10%	\$ 4.04	\$ 196.61

DEBRIS BOX DISPOSAL FEES (\$\$/TON)

RATE PER TON

DFDM	DISPOSAL FEE - DEMOLITION	\$ 131.87	2.10%	\$ 2.77	\$ 134.64
DFG	DISPOSAL FEE - GARBAGE	\$ 130.42	2.10%	\$ 2.74	\$ 133.16
DFYD	DISPOSAL FEE - YARD DEBRIS	\$ 22.17	2.10%	\$ 0.47	\$ 22.64

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 16.11	2.10%	\$ 0.34	\$ 16.45
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 160.65	2.10%	\$ 3.37	\$ 164.02
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Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 161.29	2.10%	\$ 3.39	\$ 164.68
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 161.30	2.10%	\$ 3.39	\$ 164.69
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 241.90	2.10%	\$ 5.08	\$ 246.98

Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

BULKY ITEMS - DEBRIS BOX

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.
ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 5.09	2.10%	\$ 0.11	\$ 5.20
TONR	TIRE CHARGE ON RIM	\$ 10.18	2.10%	\$ 0.21	\$ 10.39
APPL	APPLIANCE	\$ 12.72	2.10%	\$ 0.27	\$ 12.99
APF	REFRIGERATOR/FREEZER	\$ 57.26	2.10%	\$ 1.20	\$ 58.46

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount
(excluding amounts in dispute over billing or service issues).

Billing Terms: Commercial Accounts are billed on a monthly basis.

**Recology Western Oregon - North Coast
Collections Inc.**

(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements
and Supplementary Information

December 31, 2024



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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
Recology Western Oregon - North Coast Collection Inc.

We have reviewed the accompanying financial statements of Recology Western Oregon - North Coast Collection Inc., which comprise the balance sheet as of December 31, 2024, and the related statements of income and stockholder's investment, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Recology Western Oregon - North Coast Collection Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included on page 13 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

A handwritten signature in black ink that reads "Armanino LLP".

San Ramon, California

April 3, 2025

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheet

December 31, 2024

Assets

Current assets:

Accounts receivable, net of allowance for credit losses of \$18,383	\$ 1,372,591
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Prepaid expenses	62,689
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Due from parent	474,355
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Total current assets	1,909,635
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Property and equipment:

Machinery and equipment	160,840
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Less accumulated depreciation	(22,494)
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Property and equipment, net	138,346
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Total assets	\$ 2,047,981
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Liabilities and Stockholder's Investment

Current liabilities:

Accounts payable	\$ 140,256
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Accrued liabilities	298,032
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Deferred revenues	184,476
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Total current liabilities	622,764
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Stockholder's investment, net	1,425,217
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Total liabilities and stockholder's investment	\$ 2,047,981
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See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Income and Stockholder's Investment

For the year ended December 31, 2024

Revenues, net	<u>\$ 14,243,129</u>
Cost of operations	
Intercompany refuse disposal	3,369,782
Third party refuse disposal	773,131
Labor costs	2,549,064
Operational expenses	<u>4,366,230</u>
Total cost of operations	<u>11,058,207</u>
Gross profit	3,184,922
General and administrative expenses	<u>2,377,293</u>
Income from operations	<u>807,629</u>
Other income	
Interest income	<u>16,791</u>
	<u>16,791</u>
Net income	824,420
Stockholder's investment, net, beginning of year	1,350,713
Net distributions to Parent and affiliates	<u>(749,916)</u>
Stockholder's investment, net, end of year	<u><u>\$ 1,425,217</u></u>

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the year ended December 31, 2024

Cash flows from operating activities:	
Net income	\$ 824,420
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	8,463
Provision for credit losses	76,196
Changes in assets and liabilities:	
Accounts receivable	(262,170)
Prepaid expenses	(23,496)
Accounts payable	73,880
Accrued liabilities	(188,470)
Deferred revenues	(4,882)
Net cash provided by operating activities	<u>503,941</u>
Cash flows from investing activities	
Purchases of property and equipment funded by parent	<u>(60,110)</u>
Net cash used in investing activities	<u>(60,110)</u>
Cash flows from financing activities:	
Due from parent	306,085
Net distributions to Parent and affiliates	<u>(749,916)</u>
Net cash used in financing activities	<u>(443,831)</u>
Net change in cash	-
Cash, beginning of year	<u>-</u>
Cash, end of year	<u><u>\$ -</u></u>

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Schedule of Operational and General and Administrative Expenses

For the year ended December 31, 2024

Operational expenses	
Depreciation	\$ 8,463
Fuel	488,317
Insurance	119,535
Supplies	73,178
Freight	4,922
Operational lease expense	823,976
Recycling processing costs	470,974
Repair and maintenance	2,083,360
Taxes and licenses	262,164
Other operational expenses	31,341
Total operational expenses	<u>\$ 4,366,230</u>
General and administrative expenses	
General administrative allocation	\$ 1,808,836
Regional management and accounting fees	158,266
Advertising and promotion	11,302
Provision for credit losses	76,196
Contributions	11,474
Billing services	37,533
Dues and subscriptions	26,635
Donations	2,680
Education and training	5,983
Bank service charges	65,912
Meals	14,107
Office supplies	19,747
Postage	18,061
Professional services	38,313
Telephone	44,284
Travel and entertainment	18,682
Other administration	19,282
Total general and administrative expenses	<u>\$ 2,377,293</u>

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2024

(1) NATURE OF BUSINESS

Recology Western Oregon - North Coast Collection Inc. (the "Company") is a wholly owned subsidiary of Recology Oregon Inc., which is a wholly owned subsidiary of Recology Inc. (the "Parent" or "Recology"), which in turn is wholly owned by the Recology Employee Stock Ownership Plan (the "Recology ESOP" or the "ESOP").

The Company collects refuse and recyclables in Northwest Oregon and along the Northern Oregon coast. The Company's refuse collection rates are set by these municipalities. The rate setting process may result in the disallowance of certain costs and/or delays in cost recovery, as well as differences in the timing of when revenues and expenses are recognized.

During the year ended December 31, 2024, the Company disposed of yard debris and other recyclables collected by its operations at both a transfer station owned and operated by an affiliate and an independent third party. All refuse was disposed at an affiliate and an independent third party.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Financial Statement Presentation

The accompanying financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Revenue Recognition and Accounts Receivable

The Company recognizes revenue on an accrual basis when services are performed. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for credit losses, represents their estimated net realizable value. The Company estimates its allowance for credit losses based on several factors, including historical collection trends, type of customer, existing economic conditions, reasonable and supportable forecasts and other factors. Outstanding balances are reviewed on an account-specific basis based on the credit risk of the customer. The Company determined that its accounts receivable share similar risk characteristics. The Company also monitors its credit exposure on an ongoing basis and assesses whether assets in the pool continue to display similar risk characteristics. The Company performs ongoing credit evaluations of its customers, but generally does not require collateral to support customer receivables.

Past due receivable balances are written off when the Company's internal collection efforts have been unsuccessful. Finance charge income is recognized on outstanding accounts receivable balances under the respective terms of the amounts due.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2024

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition and Accounts Receivable (continued)

In accordance with the Company's adoption of new revenue recognition standard during 2019, municipal franchise fees totaling \$703,560 are presented as a reduction to revenue for the year ended December 31, 2024.

Property and Equipment

Property and equipment, including major renewals and betterments, are stated at cost. It is the Company's policy to periodically review the estimated useful lives of its property and equipment. Depreciation is calculated on a straight-line basis over the estimated useful lives of assets as follows:

	<u>Estimated useful lives</u>
Buildings	20-40 years
Leasehold improvements	Shorter of lease or useful life
Machinery and equipment	6-8 years
Furniture and fixtures	8 years
Vehicles	9 years
Containers	10 years

Depreciation expense on the above amounted to \$8,463 for the year ended December 31, 2024. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

Environmental Remediation Liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of the range is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2024.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2024

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Impairment of long-lived assets

The Company's policy is to review estimated undiscounted future cash flows and other measures of an asset's value for its operations when events or changes in circumstances indicate the carrying value of an asset may not be fully recoverable.

During the year ended December 31, 2024, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

Leases

The Company leases certain land, buildings, vehicles, and equipment used in the Company's operations under lease agreements. The Company is responsible for all maintenance costs, taxes, and insurance on the buildings, vehicles, and equipment under lease agreements.

The Company accounts for leases in accordance with Accounting Standards Codification Topic 842, Leases. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of use ("ROU") asset and a lease liability at the lease commencement date.

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received.

The Company's leases have varying terms, some of which include renewal or escalation clauses, which are considered in determining minimum lease payments. The lease term for all the Company's leases includes the noncancelable period of the lease plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor. The Company has cancelable agreements with an affiliate that have one-year terms, whereby it pays for use of certain operating equipment and property. The Company has elected not to include these leases with an initial term of 12 months or less in the balance sheet and payments associated with these short term-leases are recognized as an operating expense on a straight-line basis over the lease term. Leases are classified as either operating leases or finance leases at inception.

Income taxes

Effective October 1, 1998, the Parent elected to become an S corporation with the Company electing to be treated as a Qualified Subchapter S corporation subsidiary. Under S corporation rules, the Parent's taxable income and losses are passed through to the ESOP, the Parent's sole shareholder, which is exempt from income tax, and the Company is treated as a division of the Parent having no separate income tax obligations. The Parent has not allocated the income tax expense to the Company.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2024

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes (continued)

The Company recognizes income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that has a greater than 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company's accounting policy for evaluating uncertain tax positions is to accrue estimated benefits or obligations relating to those positions.

The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2024, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

Cash concentration account

The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account, so that at the end of any particular day, as well as at year-end, the Company's bank account has a zero balance, with related amounts debited or credited to the underlying intercompany account.

Allocations

The Company includes allocated charges from the Parent and affiliates in operating expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

Use of estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with U.S. GAAP. The more significant estimates requiring the judgment of management include the valuation of the allowance for credit losses, accrued franchise fees and the allocation methodology used in the allocation of direct and indirect costs of the Parent and affiliates. Actual results could differ from those estimates.

Stockholder's investment

The Company has 100,000 shares of common stock authorized and 322 shares issued and outstanding with no par value as of December 31, 2024. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

Fair value of financial instruments

The carrying amounts reported in the balance sheet of the assets and liabilities, which are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities), approximate their fair value based upon current market indicators.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2024

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentration of credit risk

Cash and accounts receivable are financial instruments that potentially expose the Company to credit risk. The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account. Management believes that the Company is not exposed to any significant risk on cash. As of December 31, 2024, three jurisdictions accounted for approximately 74% of accounts receivable.

Subsequent events

The Company has evaluated its subsequent events through April 3, 2025, which is the date the financial statements were available for issuance. As a result of the evaluation, we are not aware of any material modifications that should be made to these financial statements for them to be in conformity with U.S. GAAP.

(3) COMMITMENTS AND CONTINGENCIES

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires in December 2026. At December 31, 2024, there was an outstanding balance of \$314.0 million on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$188.9 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the payment of amounts owed to unrelated third parties, which provided the equipment financing to affiliates of the Company. The affiliates are obligated to the unrelated third parties with various expiration dates through December 2026. At December 31, 2024, the outstanding principal on the financed equipment recorded by the affiliates was \$4.2 million.

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation, and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2024

(3) COMMITMENTS AND CONTINGENCIES (CONTINUED)

The Company and the Parent are involved in various legal actions arising in the normal course of business. It is the Company's opinion that these matters are adequately provided for or that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

(4) LEASES

The Company's main office facility and storage yard, located in Western Oregon Valley, are leased under 12-month, fully cancelable leases ranging from \$2,617 to \$10,874 per month. The Company also leases all equipment under 12-month, fully cancelable, annually renegotiated leases, ranging from \$13 to \$3,488 per month. The rent expense for the main office facility and storage yard totaled \$142,178 and for all equipment totaled \$681,798 for the year ended December 31, 2024.

Under the terms of the equipment lease agreement with an affiliate, and in accordance with internal policies, the Company may continue to use certain equipment under operating leases without a related payment once the affiliate's equipment cost and related interest have been funded through operating lease payments.

(5) TRANSACTIONS WITH RELATED PARTIES

During the year ended December 31, 2024, revenue and operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

Parent:

Health Insurance	\$	440,629
Worker's Compensation		61,352
401(k) Employer Portion		132,116
General and Vehicle Insurance		119,535
		<u>753,632</u>

Affiliates:

Collection Revenue	(55,373)
Rental of Equipment	681,931
Disposal Costs	3,369,782
Processing Fees	470,974
General and Administration Allocation	1,808,836
Truck and Garage	1,267,246
Regional Management and Accounting Fees	158,266
	<u>7,701,662</u>
	<u>\$ 8,455,294</u>

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2024

(5) TRANSACTIONS WITH RELATED PARTIES (CONTINUED)

During the year ended December 31, 2024, amounts due from or payable to Parent and affiliates were accumulated by the Company and as of the Parent's fiscal year-end, September 30, 2024, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2024 to December 31, 2024, the net amount was not settled by way of capital contributions or distributions.

(6) EMPLOYEE STOCK OWNERSHIP PLAN

In 1986, the Parent established an employee stock ownership plan and trust, which purchased all of the Parent's outstanding stock. The ESOP is a noncontributory plan that covers substantially all of the employees of the Company and other Recology subsidiaries. Employees, except under certain conditions, become fully vested after a requirement of three years of service. No vesting occurs until the full service requirement is satisfied.

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump-sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee (the "Committee"). The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30 of the plan year following the plan year in which employment terminates; and (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30 of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

The Parent makes contributions to the ESOP to make benefit payments to eligible participants under the Plan.

SUPPLEMENTARY INFORMATION

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTIONS INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Schedule of Operational and General and Administrative Expenses

For the year ended December 31, 2024

Operational expenses	
Depreciation	\$ 8,463
Fuel	488,317
Insurance	119,535
Supplies	73,178
Freight	4,922
Operational lease expense	823,976
Recycling processing costs	470,974
Repair and maintenance	2,083,360
Taxes and licenses	262,164
Other operational expenses	31,341
Total operational expenses	<u>\$ 4,366,230</u>
General and administrative expenses	
General administrative allocation	\$ 1,808,836
Regional management and accounting fees	158,266
Advertising and promotion	11,302
Provision for credit losses	76,196
Contributions	11,474
Billing services	37,533
Dues and subscriptions	26,635
Donations	2,680
Education and training	5,983
Bank service charges	65,912
Meals	14,107
Office supplies	19,747
Postage	18,061
Professional services	38,313
Telephone	44,284
Travel and entertainment	18,682
Other administration	19,282
Total general and administrative expenses	<u>\$ 2,377,293</u>

See accompanying notes to financial statements and independent accountant's review report.



City Commission Agenda Memo

Meeting Date: April 22, 2025
 From: Scott Fregonese, Interim Planning Director
 Subject: Ordinance 1283, Goal Exception for Flowlane Dredge Material

Summary:

The United States Army Corps of Engineers (USACE) operates and maintains the Columbia River Federal Navigation Channels (CR FNCs), which includes dredging and dredged material placement to maintain congressionally-authorized channel dimensions. The 600-foot wide, 43-foot deep navigation channel generally follows the Oregon-Washington border and extends 142 miles from the Mouth of the Columbia River (RM3) to the Bonneville Dam (RM 145). Per information from the USACE, the Columbia-Snake River Navigation System moves over 50 million tons of cargo annually. The estimated value of that cargo is approximately \$23 billion. The Lower Columbia River is used to annually transport and/or export commodities including wheat, soy, corn, grain, and forest and mineral bulk exports.

In 2023, the USACE applied to the Oregon Department of Environmental Quality (DEQ) to renew its existing Section 401 Water Quality Certification for the continued Operation and Maintenance (O&M) of the Columbia River FNC. This includes associated disposal of dredged materials in identified locations. As part of ongoing Columbia River management discussion with the USACE, the State had been aware of the Corps' ongoing maintenance included disposing of materials in the "flowlane".

Around 2010, the USACE altered its flowlane disposal practices, such that they were no longer consistent with flowlane definition contained in Clatsop County's or the City of Warrenton's policies. The intent of the changes, as stated by the USACE, was to adaptively manage sediments based on current river conditions and to keep sediments within the riverine sediment budget whenever feasible. To accomplish this goal, the USACE switched from disposing of dredged materials only on the flowlane, to a "thalweg"-based approach that utilizes both the flowlane and contours immediately adjacent to the flowlane that are 20-foot deep or deeper. It is estimated that the annual volume of dredged sediment that is typically placed within the expand flowlane/thalweg is approximately one million cubic yards per year. That estimate does not include future placement by non-USACE users such as the Port of Astoria and the U.S. Coast Guard.

Because the thalweg-based approach is based upon river hydrology and hydraulics, it does not remain in a fixed location. Conversely, the flowlane designated by Clatsop County is a static area. Therefore, USACE's change in practice resulted in a discrepancy between the City's comprehensive plan and the actual work being performed by the Corps.

In 2023, Clatsop County was notified by DEQ that USACE had submitted an application for a 401 Water Quality Certification for continued operations and maintenance in the Lower Columbia River. As part of that review, the state and County became aware that USACE's flowlane disposal practices had evolved and were no longer in compliance with flowlane regulations adopted by Clatsop County in 2005. As a result, County staff were unable to complete the required land use compatibility statement demonstrating consistency with the comprehensive plan and the County's land use regulations. Subsequently, DEQ was unable to approve the 401 Water Quality Certification. The denial led to a series of ongoing meetings between county, state and USACE staff, resulting in these applications. City of Warrenton staff were brought in to the conversation once a path of compliance was identified.

The purpose of this application is threefold:

1. to obtain a reasons-based exception from Goal 16 to allow this practice to continue and to be in compliance with the City of Warrenton's comprehensive plan and implementing ordinances,
2. allow dredged material to be placed in areas 20ft or deeper contiguous with the federal navigation channel and in waters deeper than 65' downstream of the Megler Bridge,
3. allow the expanded thalweg dredged material disposal area to be available for use by USACE as well as all other dredging users.

The Warrenton Development Code directs applicants requesting an Amendment to the Comprehensive Plan Text and Map, Rezone, and Development Code (16.232) to follow the Type IV Procedures outlined in Section 16.208.060. The application is being reviewed in accordance with those procedures. The application went before the Planning Commission on December 12, 2024, who moved to forward the applications to the City Commission for a decision. On April 8th, the City Commission held a hearing for the first reading of Ordinance 1283. During this meeting, the Commission made two motions:

1. To conduct the second reading of the ordinance at the next City Commission meeting (April 22, 2025).
2. To adopt the ordinance by title only.

The Interim Planning Director recommends approval of this application.

The action requested tonight is for the second reading of and formal adoption of Ordinance 1283 for the approval of the changes to the Comprehensive Plan.

Recommendation/Suggested Motion:

1. *"I move to conduct the second reading, by title only, of Ordinance number 1283, AN ORDINANCE APPROVING THE CHANGES TO THE WARRENTON COMPREHENSIVE PLAN AS DESCRIBED IN ORDINANCE NUMBER 1283 SUBJECT TO THE RECOMMENDED CONDITIONS OF APPROVAL."*
2. *"I move to adopt Ordinance number 1283."*

Fiscal Impact:

N/A

Attachments:

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

- Staff Report
- Ordinance No. 1283
- Exhibit 1

Approved by City Manager: _____



After recording, return to:
City of Warrenton
City Recorder
PO Box 250
Warrenton, OR 97146

ORDINANCE NO. 1283
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE AMENDING THE CITY OF WARRENTON COMPREHENSIVE
PLAN AND WARRENTON MUNICIPAL CODE TO ADOPT AN EXCEPTION TO
STATEWIDE PLANNING GOAL 16 AND MODIFY STANDARDS REGARDING
FLOWLANE DISPOSAL IN THE COLUMBIA RIVER**

WHEREAS, the United States Army Corps of Engineers (USACE) is federally mandated to maintain the Federal Navigation Channel of the Columbia River, which includes dredging and disposal of dredged material to maintain the deep draft channel; and

WHEREAS, in 2002, the Columbia River Estuary Study Taskforce (CREST) completed the *Columbia River Estuary Dredged Material Management Plan*, which refined the dredging and disposal policies in the City of Warrenton's Comprehensive Plan and inventoried an adequate number of disposal sites with sufficient capacity to accommodate projected disposal needs for at least a five-year period; and

WHEREAS, the City of Warrenton adopted the necessary provisions from the *Columbia River Estuary Dredged Material Management Plan* in Article 5 of the City of Warrenton Comprehensive Plan and Section 16.160 of the Warrenton Municipal Code; and

WHEREAS, Section 16.160 of the Warrenton Municipal Code currently allows flow lane disposal in areas designated aquatic development; and

WHEREAS, in approximately 2010, the United States Army Corps of Engineers (USACE) altered its dredge material disposal practices to include the river thalweg within contour depths of 20 feet or greater as part of its flowlane disposal area; and

WHEREAS, the expanded flowlane/thalweg area encompasses in-water areas that are designated Conservation Aquatic, which does not allow flowlane disposal; and

WHEREAS, this discrepancy between USACE practices and City of Warrenton policies was identified in 2023; and

WHEREAS, it has been demonstrated that the use of the expanded flowlane/thalweg is required to maintain the river's sediment budget and to reduce shoaling and that no other alternatives are available that would meet these requirements; and

WHEREAS, in September 2024, the Oregon Department of State Lands (DSL) submitted an application for an exception to Goal 16: Estuarine Resources, to allow the disposal of dredged materials in water areas designated Conservation Aquatic; and

WHEREAS, the application meets the criteria outlined in the City of Warrenton Comprehensive Plan and Warrenton Municipal Code and it is in the public's best interest to adopt this exception to Goal 16: Estuarine Resources; and

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. Section 5.110 of the City of Warrenton Comprehensive Plan is amended to read as follows:

Section 5.110 Estuary Channels Subarea Findings

- (1) General Description - This subarea includes the deep water portions of the estuary from Jetty A (RM 3) to the upper end of Rice Island (RM 22.5). The subarea contains the authorized navigation channel. The subarea boundary generally follows the 20-foot bathymetric contour; however, it varies from this contour in the vicinity of cities and other subareas containing deep channels. There are no intertidal wetland or shoreland areas. Portions of Clatsop, Pacific and Wahkiakum Counties, and Astoria and Warrenton are within this subarea. The Warrenton portion comprises only a small portion of this 16,500 acre subarea.
- (2) Aquatic Designations - All aquatic areas in the Estuary Channels Subarea in Warrenton are designated Conservation except:
 - (a) The main navigational channel and a flowlane disposal area on each side of the channel (either 600 feet wide or extending to the 20 foot bathymetric contour, whichever is narrower) is designated Aquatic Development.
 - (b) Dredged material disposal sites CC-E-8.5 and CC-E-2LO, listed in the *Columbia River Estuary Dredged Material Management Plan*, are designated Aquatic Development.
- (3) Goal Exception - An exception to Goal 16 to allow in-water disposal of dredged material in the expanded flowlane in depths greater than 20 feet and contiguous to the

Federal Navigation Channel, which encroach into designated Conservation Aquatic areas, was approved by Ordinance 1283 on January 28, 2024.

Section 2. Section 5.120 of the City of Warrenton Comprehensive Plan is amended to read as follows:

Section 5.120 Tansy Point/Alder Cove Subarea Findings

(1) General Description - This subarea includes aquatic areas in Alder Cove and the Columbia River out to the pierhead line, and shorelands between the waterward extension of Railroad Drive (the old Warrenton/Hammond boundary) and the mouth of Alder Creek. This subarea contains about 600 acres of both shorelands and aquatic areas within the City of Warrenton.

(2) Aquatic and Shoreland Designations

(a) Development Aquatic:

- The aquatic area bounded by the shoreline on the South, the pierhead line to the North, the waterward extension of Railroad Drive on the West and Tansy Point on the East.
- The barge moorage area on the East side of Tansy Point.
- The flowlane disposal area south of the main channel (600 feet wide or to the 20-foot bathymetric contour, whichever is narrower).

(b) Conservation Aquatic:

- The area at the southern end of Alder Cove where effluent from the Warrenton sewage ponds is discharged.
- The mouth of Alder Cove from the 3-foot bathymetric contour north to the flowlane disposal area.

(c) Natural Aquatic:

- Remaining aquatic area within Alder Cove.

(d) Water-Dependent Development Shorelands:

- All shoreland areas are designated Water-Dependent Development Shorelands, except for a portion of dredged material disposal site Wa-S-9.4, which is designated Development Shorelands.

(e) The regulatory shoreland boundary is 50 feet from the Columbia River Estuary shoreline, or from the landward toe of dikes and associated toe drains, whichever is greatest, except where it extends further inland to include the following features:

- Shoreland areas designated Water-Dependent Development Shorelands.
- Mitigation site M3 from the *Mitigation and Restoration Plan for the Columbia River Estuary*.
- Dredged material disposal site Wa-S-9.4 from the *Columbia River Estuary Dredged Material Management Plan*.
- A wetland at Tansy Creek identified as significant under Oregon Statewide Planning Goal 17.

(3) Goal Exception - An exception to Goal 16 to allow in-water disposal of dredged material in the expanded flowlane in depths greater than 20 feet and contiguous to the Federal Navigation Channel, which encroach into designated Conservation Aquatic areas, was approved by Ordinance 1283 on January 28, 2024.

Section 3. Section 5.150 of the City of Warrenton Comprehensive Plan is amended to read as follows:

Section 5.150 Mouth of the Skipanon River Subarea Findings

(1) General Description - This subarea contains filled and diked shorelands north of Harbor Drive and east of Skipanon Drive; the Skipanon River from the Harbor Drive Bridge to its mouth; the East and West Skipanon Peninsulas; and adjacent Columbia River waters out to the navigation channel. Parts of downtown Warrenton are also included.

(2) Aquatic and Shoreland Designations

(a) Development Aquatic:

- The Skipanon waterway between the Harbor Drive Bridge and the main navigation channel.
 - Approximately 7.8 acres of tidal marsh and flats on the west side of the West Peninsula.
 - The flowlane disposal area south of the main channel (600 feet wide or to the 20-foot bathymetric contour, whichever is narrower).
 - The area from the Skipanon Channel to the eastern boundary of the Subarea and from the line of aquatic vegetation on the East Peninsula north to the Columbia River navigation channel.
- (b) Conservation Aquatic:
- The aquatic area between the shoreline and the flowlane disposal area west of the Skipanon Channel.
- (c) Development Shoreland:
- The area adjacent to the mooring basin east to N.E. Iredale Avenue.
 - The area north of Harbor Drive on the east side of the Skipanon waterway.
 - An area on the south side of the West Peninsula.
 - The area east of Holbrook Slough.
- (d) Water-Dependent Development Shorelands:
- All other shorelands are designated Water-Dependent Development.
- (e) The regulatory shoreland boundary is 50 feet from the Columbia River Estuary shoreline, or from the landward toe of dikes and associated toe drains, whichever is greatest, except where it extends further inland to include the following features:
- The East Skipanon Peninsula including all shoreland areas on the northern 96 acres of the East Skipanon Peninsula.

- The West Skipanon Peninsula including all upland adjacent to Alder Cove and east of N. E. Skipanon Drive, with the exception of the area designated commercial by the City of Warrenton Zoning Ordinance; dredged material disposal site Wa-S-10.7 from the Columbia River Estuary Dredged Material Management Plan; and The Holbrook Slough wetland, classified as significant under Oregon Statewide Planning Goal 17.

(3) Goal Exception - An exception to Goal 16 to allow in-water disposal of dredged material in the expanded flowlane in depths greater than 20 feet and contiguous to the Federal Navigation Channel, which encroach into designated Conservation Aquatic areas, was approved by Ordinance 1283 on January 28, 2024.

Section 4. Section 5.305(10) of the City of Warrenton Comprehensive Plan is amended to read as follows:

Section 5.305 Dredging and Dredged Material Disposal

(10) Flowlane disposal sites shall only be allowed in Development Aquatic areas within or adjacent to a channel or where an exception to Goal 16 has been approved. The Development Aquatic area adjacent to the channel shall be defined by a line 600 feet from either side of the channel or the 20-foot bathymetric contour, whichever is closer to the channel. Flowlane disposal within this area shall only be allowed where:

- (a) Sediments can reasonably be expected to be transported downstream without excessive shoaling,
- (b) Interference with recreational and commercial fishing operations, including snag removal from gillnet drifts, will be minimal or can be minimized by applying specific restrictions on timing or disposal techniques,
- (c) Adverse hydraulic effects will be minimal,
- (d) Adverse effects on estuarine resources will be minimal, and
- (e) The disposal site depth is 20 feet below MLLW or deeper.
- (f) An exception to Goal 16 to allow in-water disposal of dredged material in the expanded flowlane in depths greater than 20 feet and contiguous to the Federal Navigation Channel, which encroach into designated Conservation Aquatic or Natural Aquatic areas, has been approved.

Section 5. Section 16.76.030 of the Warrenton Municipal Code is amended to read as follows:

- A. High-intensity water-dependent recreation including boat ramps, marinas, and individual docks.
- B. Aquaculture and water-dependent portions of aquaculture facilities.
- C. Active restoration for purposes other than protection of habitat, nutrient, fish, wildlife and aesthetic resources.
- D. Temporary alterations.
- E. Filling in conjunction with listed conditional uses, pursuant to the applicable standards in Section 16.160.060.
- F. Minor navigational improvement.
- G. Mining and mineral extraction.
- H. Dredging in conjunction with any of the listed conditional uses pursuant to the applicable standards in Section 16.160.040.
- I. Low-intensity water-dependent commercial or industrial uses requiring occupation of water-surface area by means other than fill.
- J. In-water log storage.
- K. Communication facilities subject to the standards of Chapter 16.148.
- L. Piling in conjunction with any of the listed conditional uses.
- M. Flow lane disposal of dredged material where an exception to Statewide Goal 16 has been approved.
- N. Similar uses to those listed in this section.

Section 6. Section 16.160.050(E) of the Warrenton Municipal Code is amended to read as follows:

- E. Flow lane disposal shall be in aquatic development areas, or areas where an exception to Goal 16 has allowed in-water disposal of dredged material in depths greater than 20 feet and contiguous to the Federal Navigation Channel which encroach into designated Conservation Aquatic areas, that have been identified as low in benthic productivity and use of these areas shall not have adverse hydraulic effects. Use of flow lane disposal areas in the estuary shall be allowed only when no feasible alternative land or ocean disposal sites with less damaging environmental impacts can be identified and the biological and physical impacts of flow lane disposal are demonstrated to be insignificant. The feasibility and desirability of alternative sites shall take into account, at a minimum:
 - 1. Operational constraints such as distance to the alternative sites;
 - 2. Sediment characteristics at the dredging site;
 - 3. Timing of the operation;

4. Environmental Protection Agency constraints on the use of designated ocean disposal sites;
5. The desirability of reserving some upland sites for potentially contaminated material only. Long term use of a flow lane disposal area may only be allowed if monitoring confirms that the impacts are not significant. Flow lane disposal is contingent upon demonstration that:
 - a. Significant adverse effects due to changes in biological and physical estuarine properties will not result; and
 - b. Flow lane disposal areas shall be shown able to transport sediment downstream without excessive shoaling, interference with recreational and commercial fishing operations, including the removal of snags from gillnet drifts, undesirable hydraulic effects, or adverse effects on estuarine resources (fish runs, spawning activity, benthic productivity, wildlife habitat, etc.).
6. When determining whether a proposal is within the expanded flowlane/thalweg disposal area covered by an approved Goal 16 exception, the Columbia River Estuary Thalweg map adopted by Ordinance 1283 shall be consulted. It is important to note that the text description of "expanded flowlane/thalweg disposal" are the regulating boundaries of this exception area. Maps and GIS data layers used by the City are a representation of those boundaries. In cases of any doubt, the text description should be used to resolve any boundary confusion.

Section 7. The Columbia River Thalweg map shown in Exhibit 1 is hereby adopted and incorporated into the Warrenton Comprehensive Plan as Appendix III.

Section 8. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading: April 8, 2025

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2025.

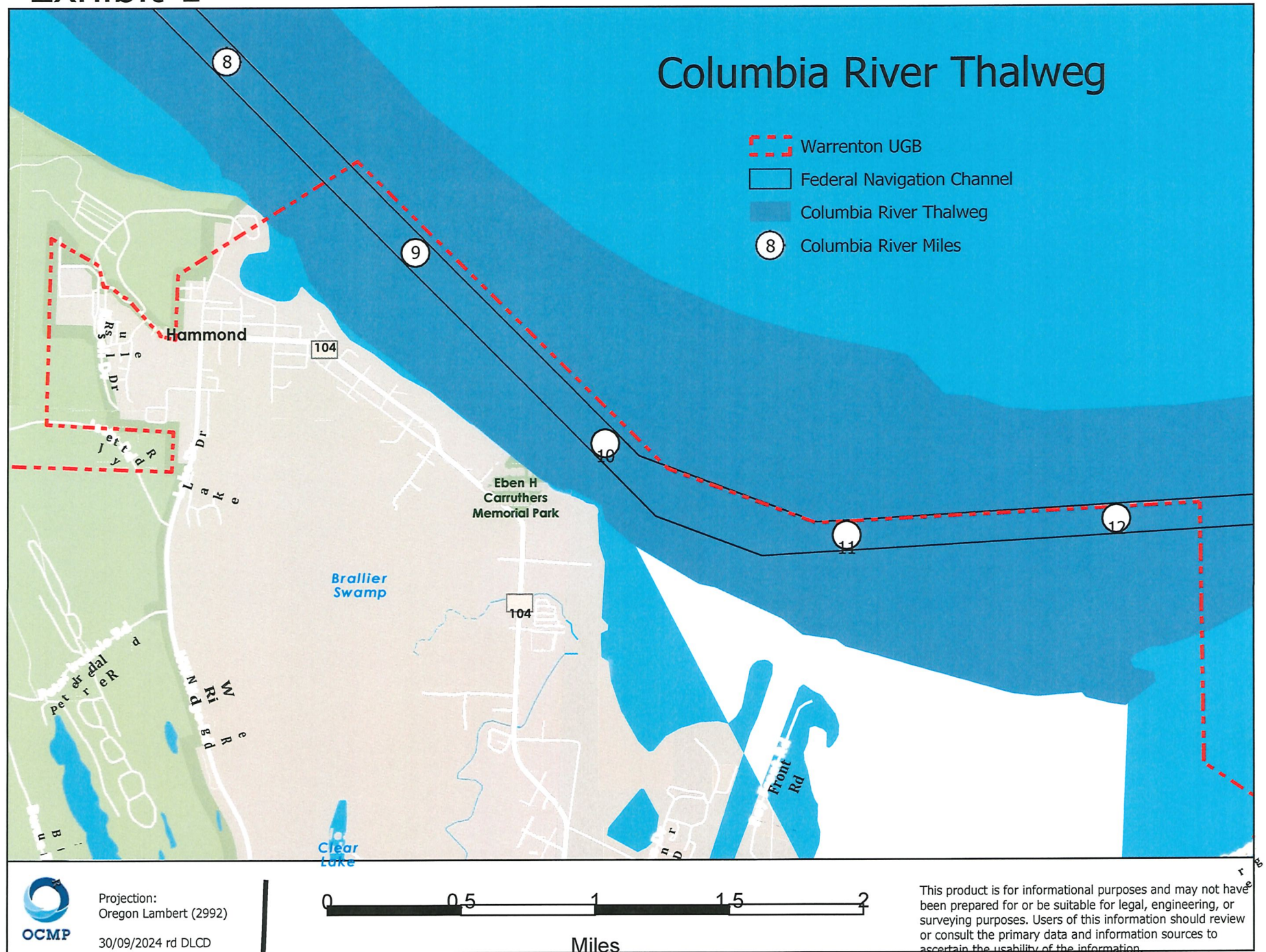
APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Exhibit 1





City Commission Agenda Memo

Meeting Date: April 22nd, 2025
 From: Kevin Gorman, Public Works Director
 Subject: Approval of Amended and Restated Contract for Professional Consulting Services – Raw Waterline Replacement Project

Summary:

In February 2023, the City issued a Request for Qualifications (RFQ) seeking a consultant to provide design, bidding, and construction phase services for the Raw Waterline Replacement Projects, identified in the Water Master Plan as Capital Improvement Projects RP-1 through RP-8. Consor was selected as the most qualified firm, and an initial contract was executed for Phase RP-2 only. Although the original contract was phase-specific, the RFQ expressly stated that the City “reserves the right to authorize future amendments for subsequent project phases,” which supports the legal basis for expanding the contract without initiating a new procurement process.

After reviewing this language, legal counsel prepared an Amended and Restated Contract that converts the original agreement into a master professional services agreement. This approach allows the City to issue individual task orders for each phase (RP-2 through RP-8), providing flexibility to align project delivery with available funding and Capital Improvement Program priorities. Each task order will include a clearly defined scope, a not-to-exceed budget, and a timeline. This contract structure minimizes administrative burden while preserving the City’s ability to maintain control over timing and budget approvals for each phase.

This first task order under the restated agreement will authorize the design of RP-3, which is already included in the adopted budget.

Recommendation/Suggested Motion:

“I move to approve the amended and restated contract for professional consulting services with Consor North America, Inc. and authorize the Mayor to execute Task Order 1 for the design of Rp-3 and Rp-4 in the amount of \$258,761.”

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

Funding for the design of Raw Waterline Replacement Projects RP-3 is included in the adopted FY 2024–2025 budget. A total of \$260,000 was allocated for design services, and this task order for RP-3 and RP-4 comes in under budget at \$258,761. No additional fiscal impact is anticipated.

Attachments:

- Amended and Restated Contract for Professional Consulting Services- Raw Waterline Replacement Project
- Task Order Number One
- Scope of Work

Approved by City Manager:  _____

**AMENDED AND RESTATED
CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

This Amended and Restated Contract for Professional Consulting Services (“Contract”) is made and entered into as of the date last indicated on the signature page, by and between the City of Warrenton, Oregon (hereinafter referred to as the “City”) and Consor North America, Inc. (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the parties duly executed that certain Contract for Professional Consulting Services as of June 27, 2023 (as may be amended and restated, collectively, the “Original Agreement”), whereby Consultant agreed to provide for City certain engineering services in connection with the City’s raw waterline replacement project (“Project”), as further set forth in that Original Agreement; and

WHEREAS, capitalized terms used but not defined herein have the meaning set forth in the Original Agreement; and

WHEREAS, while the procurement documents for this project contemplated multiple project phases, the Original Agreement only included one initial phase and associated scope of work; and

WHEREAS, the parties wish to amend and restate the Original Agreement in order to fully contemplate all project phases and to permit the execution of each subsequent phase via individually issued task orders.

NOW, THEREFORE, for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

Articles 1, 2, 7, and 11 of the Original Agreement are hereby deleted in their entirety and replaced, respectively, by Articles 2, 3, 9, and 19 set forth herein. All other terms and exhibits of the Original Agreement shall remain in force as restated herein, but re-numbered in the order and sequence set forth below. Articles below in **Bold** text are the amended or newly added terms of the Original Agreement and expressly agreed by the Parties, and the following Articles 1 – 36 are deemed to form the terms of the Contract.

1. PROJECT

Work shall be performed by Consultant in connection with a project generally described as the City raw waterline replacement project (the “Project”).

2. CONSULTANT SERVICES:

A. Consultant shall be responsible for the performance of all services as set forth in Task Orders issued by the City from time to time, in its sole discretion (the “Services”), and to the extent described in this Contract. Task Order No. One is attached hereto as Exhibit A and incorporated herein and shall serve as a sample for future Task Orders. All provisions and covenants contained in said Task Orders are hereby incorporated by reference and shall become a part of this Contract as if fully set forth. Any conflict between this Contract and Task Orders (if any) shall be resolved first in favor of this

Contract. The execution of each Task Order is contingent upon City Commission authorization.

- B. Consultant acknowledges and agrees that this not an exclusive agreement and that City may contract with or cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Consultant under this Agreement. Further, the City is under no obligation to issue or execute any Task Orders pursuant to this Contract.**
- C. CONSULTANT's obligations are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this project.**

3. COMPENSATION

- A. The City shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in individual Task Orders. Compensation for the Services shall not exceed the amount set forth in individual Task Orders, unless otherwise approved in writing by the City ("Compensation").**
- B. The CONSULTANT will submit a final invoice referencing 029-430-620096 for all Services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR.**
- C. Consultant shall submit monthly invoices computed on the basis of the percentage of work completed or hours worked and detailing the Services provided to date. Invoices shall include a detailed description of work performed in a form acceptable to the City. Invoices received from the Consultant pursuant to this Agreement will be reviewed and approved by the City prior to payment. CONSULTANT may submit invoice via email to apci.warrenton.or.us. City pays net 21 upon receipt of invoice.**
- D. No compensation will be paid by City for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of City and Consultant.**
- E. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.**

4. EXTRA OR CHANGES IN WORK

Only the City authorized representative may authorize extra (and/or changed) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or Project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

5. CONSULTANT IDENTIFICATION

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

6. CITY'S REPRESENTATIVE

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

7. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Andy Miles, PE.

8. CONSULTANT IS INDEPENDENT CONSULTANT

- A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract.
- B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.
- C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

9. CANCELLATION OR TERMINATION

- A. CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.
- B. In addition to any other rights provided herein, the City shall have the right to terminate all or part of this Agreement or a Work Order at any time and for its own convenience, by written notice to Consultant.

10. ACCESS TO RECORDS; RECORDKEEPING

City shall have access to such books, documents, papers and records of Consultant that are directly pertinent to this Contract for the purposes of making audit, examination, excerpts and transcripts. The Consultant shall maintain all records and documents relating to Services performed under this Contract for three (3) years after the termination or expiration of this Contract, or for three (3) years after all other pending matters in connection with this Contract are closed. This includes all books and other evidence bearing on the Consultant's time under this Contract.

11. WORK PRODUCT

- A. All work product of the Consultant prepared pursuant to this Contract, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the City to the Consultant herein remain the property of the City under all circumstances, whether or not the Services are complete. When requested by the City, all work products shall be delivered to the City in PDF or full-size, hard copy form. Work products shall be provided to the City at the time of completion of any of the discrete tasks specified in the

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Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after City makes final payment on this Contract and all other pending matters are closed, shall make them available for the City's use, and shall provide such copies to the City upon request at commercial printing or reproduction rates.

- B. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract and any generated work product shall vest in City. Consultant shall execute any assignment or other documents necessary to affect this section. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this section. Consultant shall transfer to City any data or other tangible property generated by Consultant under this Contract and necessary for the beneficial use of intellectual property covered by this section.

12. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

13. CONFIDENTIALITY

During the performance of the Contract and for all time subsequent to completion of the Services under this Contract, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Contract or by law, or as otherwise authorized by the City, any and all information given to the Consultant by the City or developed by the Consultant as a result of the performance of this Contract. The Consultant agrees that if the City so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the City and will require any employee or sub-consultant performing work under this Contract or receiving any information deemed confidential by the City to execute such a confidentiality agreement.

14. CONSULTANT TRADE SECRETS AND OPEN RECORD REQUESTS

- A. The Consultant acknowledges and agrees that all documents in the City's possession, including documents submitted by the Consultant, are subject to the provisions of the Oregon Public Records Law (the "Law"), and the Consultant acknowledges that the City shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultant's costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
- B. If the Consultant deems any document(s) which the Consultant submits to the City to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the City together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the City in the City's discretion. The City will make a good faith effort to accommodate a reasonable confidentiality request if in the City's opinion the City determines the request complies with the Law.

15. ASSIGNMENT

Neither party shall assign this Contract or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party.

16. SUBCONTRACTORS

The Consultant is solely and fully responsible to the City for the performance of the Services under this Agreement. Use of any subcontractors by the Consultant shall be pre-approved by

the City. The Consultant agrees that each and every agreement of the Consultant with any subcontractors to perform Services under this Contract shall be terminable without penalty.

17. NONWAIVER

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

18. BINDING AGREEMENT

This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.

19. MEDIATION; TRIAL WITHOUT JURY; ATTORNEY'S FEES

If either party has a claim or dispute in connection with this Contract, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Contract shall be tried to the court without a jury. In the event suit or action is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

20. APPLICABLE LAW

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

21. CONFLICT BETWEEN TERMS

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

22. INDEMNIFICATION

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

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

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

23. INSURANCE

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

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

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

- A. CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this Contract.
- B. CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the Contract.

- C. CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- D. CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
25. **WORKERS COMPENSATION INSURANCE**
CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.
26. **PAYMENT OF MEDICAL CARE** ORS 279B.230
CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
27. **OVERTIME** ORS 279B.235
Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).
28. **FOREIGN CONTRACTOR**
If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.
29. **NONDISCRIMINATION**
Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
30. **BUSINESS LICENSE**
Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.
31. **STANDARD OF CARE.**
The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANT's performing the same or similar services at the time CONSULTANT's services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.
32. **NOTICE**
All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer to the addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful

fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

33. MODIFICATION

Any modification of the provisions of this Contract shall be reduced to writing and signed by authorized agents of City and Consultant.

34. NO THIRD PARTY BENEFICIARIES

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

35. SEVERABILITY AND SURVIVAL

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

36. COMPLETE CONTRACT

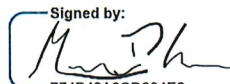
This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may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

[Remainder of this page is intentionally left blank; signatures are on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year last written below.

Consultant:
Consor North America, Inc.

City of Warrenton

Signed by:

Signed: _____
Name: Matthew P. Cass
Title: SVP/Executive Director
Date: 2/18/2025 | 2:14:31 PM EST

Signed: _____
Name:
Title:
Date:
Address:

Address for Notice:
6505 Waterford District Drive, Suite 470
Miami, FL 33126

Phone/Email: 360-448-2857
Andy.miles@consoreng.com
legal@consoreng.com

Phone/Email:

EXHIBIT A

Professional Consulting Services Agreement Task Order Number One

This Task Order Number One (“Task Order”) is entered between **the City of Warrenton** (“City”) and **Conсор North America, Inc.** (“Consultant”). This Task Order is issued under the authority of the Amended and Restated Professional Consulting Services Agreement dated April ,2025 between the City and Consultant (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

1. Project Background.

See attached Scope of Work dated March 2025.

2. Scope of Services. Consultant shall perform the following Services:

See attached Scope of Work dated March 2025.

3. Key Personnel for this Task Order. The City is engaging the expertise, experience, judgment and personal attention of the Consultant’s Key Personnel identified below.

Key Personnel	Position/Title	Role on Project
Andy Miles, PE	Senior Engineer	Project Manager
Justin Reeves, PE	Professional Engineer	Engineer of Record

4. Compensation.

a. **Maximum Not-to-Exceed Amount.** The maximum not-to-exceed compensation payable to Consultant under this Task Order is **\$258,761**. If the maximum compensation is increased by amendment of this Task Order, the amendment must be fully effective before Consultant performs the Services subject to the amendment.

b. **Fees.** The City shall compensate Consultant for the performance of Services on the basis of the following hourly rates:
See attached Scope of Work dated March 2025.

c. **Reimbursable Expenses.** None

1		
2		
Total		

5. Work Schedule. This scope of Services must be finally complete by: December 31st, 2025.

6. Special Provisions. The following special provisions apply to this Task Order:

...

7. Effective Date and Term. This Task Order is effective on the date it has been signed by the City and Consultant and will expire on **January 1st, 2026**, unless earlier terminated or extended.

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8. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Task Order interpretation, this Task Order shall be interpreted in the following order of precedence: (a) the Master Agreement; (b) this Task Order.
9. **Expiration.** Expiration of this Task Order does not extinguish or prejudice the City's right to enforce this Task Order with respect to any breach of a Consultant warranty or any default or defect in Consultant performance that has not been cured.
10. **Modification.** No provision of this Task Order may be modified except in a writing signed by the City and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the dates set forth below.

Consultant:
Conсор North America, Inc.

City of Warrenton

Signed: _____

Name:

Title:

Date:

Address:

Phone/Email:

Signed: _____

Name:

Title:

Date:

Address:

Phone/Email:

EXHIBIT A

SCOPE OF WORK

RAW WATERLINE REPLACEMENT PROJECT RP-3&4

CITY OF WARRENTON

Introduction

In February 2023, the City of Warrenton (City) issued a Request for Qualifications soliciting Statements of Qualifications (SOQ) from firms/ individuals to provide design, bidding, and construction phase services for the Raw Waterline Replacement Projects. The City scored received SOQs and selected Consor (Consultant) to provide the requested services.

Project Understanding and Assumptions

The replacement of the raw waterline is identified in the City's Water Master Plan (WMP) as Capital Improvement Projects (CIP) RP-1 through RP-8. The City intends to implement these raw waterline CIPs in a phased approach, which will be authorized based on funding availability and coordination with the City's Capital Improvement Program. A graphical representation of the raw waterline replacement projects is shown in **Exhibit A1**. A status summary of the various replacement projects appears in **Table 1**.

Table 1 | Raw Waterline Replacement Projects Status Summary

PROJECT	PIPE LENGTH* (LF)	STATUS
RP-1	2,330	Construction: Completed 12/2022
RP-2	4,300	Design/Permitting: Completed 02/2025 Construction: 03-09/2025 (tentative)
RP-3	2,000	Design/ Permitting: See Table 3 Project Schedule Construction: To Be Determined (TBD)
RP-4	800 (12-in)	
RP-5	4,000	
RP-6	4,000	
RP-7	1,700 (16-in)	
RP-8	1,600 (16-in)	

**Pipe diameter is 24-in unless otherwise noted.*

Building on previous Project successes, the City wishes to utilize those design assumptions, construction details, and specifications for Project RP-3 and RP-4 (RP-3&4), including the following elements:

- Proposed RP-3 raw waterline will be 24-in diameter, HDPE DR17 pipe.
- Proposed RP-4 raw waterline will be 12-in diameter, HDPE DR17 pipe.
- Proposed raw waterline will be installed generally parallel to existing waterline, offset approximately 5-ft (pipe edge to pipe edge).

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

1.2 Coordination with the City

Consultant will maintain communication with the City through meetings via voice and email communication.

1.3 Management and Coordination of Staff

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate.

1.4 Coordination of Subconsultants

Consultant will coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

1.5 Project Meetings

Schedule and attend the following project meetings:

- Project 'kick-off.'
- Monthly 'check-in.'
- Preliminary and Final Design deliverables review.

For each meeting, Consultant will prepare agenda and summary notes.

1.6 Quality Assurance and Quality Control

All project deliverables will be reviewed for Quality Assurance and Quality Control (QA/QC) by Consultant's QA/QC review team. In addition, the QA/QC review team will provide technical assistance throughout the project design.

Task Deliverables

- Monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Budget Analysis.
 - Issues requiring project team action.
- Meeting agendas and summary notes for all meetings attended under this task.

Assumptions

- Task 1 includes project management activities for Design Phase Services, which assumes nine (9) month period. It is assumed Consultant will complete nine monthly invoices with associated project status reporting.
- Schedule and conduct Project Kick-off meeting. This meeting will be held in-person at the City office and/or at project site.
- Schedule and conduct monthly check-in meetings. These meetings will be held via phone or online platform (i.e., Microsoft Teams).
- Schedule and conduct Preliminary (50%) and Final (90% and 100%) Design deliverables review meetings. These meetings will be held in-person at the City office.

Task 2 – Data Collection, Land Surveying and Mapping

Objective

Identify, gather, and review project background information necessary to complete the Design. Perform land surveying necessary to develop base mapping for Design.

Activities

2.1 Review City-Provided Documents

This activity includes assimilating and reviewing the data and documents relating to the City's Project Design Documents. The City shall provide to Consor the following information and documents:

- Contact information for all utilities within the project limits.
- City utility as-built/record drawings. Documents shall be in PDF format.
- City GIS mapping. Data shall include georeferenced files of all database elements for the project area.

The preceding information list may be amended as needed by the Consultant in writing. The City shall provide the requested information at no cost to the Consultant.

2.2 Site Visit & Field Review

This activity includes visiting the project site and reviewing the existing raw waterline alignment and field conditions. Consor personnel shall be guided by City personnel and provided with authorized access necessary for completion of task activities. In addition to verifying the existing conditions, Consor and City personnel will delineate preliminary alignment of the new waterline and potential locations of water system appurtenances such as gate valves and blow-off valves. The preliminary alignment and appurtenance locations shall be used to develop the Design documents.

2.3 Land Surveying and Mapping

This activity includes performing land surveying and mapping along the project alignment. The proposed mapping area will begin at the RP-2 raw waterline stub-out connection and follow the existing raw waterline route for approximately 2,000 LF to the existing bridge that crosses an unnamed tributary to the Lewis & Clark River. The mapping area will also follow the exiting raw waterline route from the main access road for approximately 800 LF to Camp C Creek Dam. Surveying and mapping services will be performed by Consultant's project team partner, S&F Land Services (S&F).

Detailed topographic survey work will include:

- Field survey of existing above ground features (i.e., edges of roadway, grade breaks, concrete sidewalk joints, buildings, improvements, treeline [individual trees greater than 6-in dbh and not part of treeline will be located, labeled with size and species], shrubs, utilities, signs, survey monuments, etc.)
- Elevations with one-foot contour intervals.
- Below-ground utilities located from One Call locate paint marks, including at grade castings.
- Wetland delineation flag locations (flags placed by Mason, Bruce & Girard).
- Utility pothole location flag locations (flags placed by the City).

2.4 Utility Coordination

The Consultant will perform utility coordination work related to public and private utilities that may be present within the project limits. The public utilities may include water, irrigation, sanitary sewer, storm sewer, gas, power, and communication facilities.

Utility coordination efforts include:

- Develop a utility contact information list and email project information letters to utility companies involved to explain the nature of the work.
- Provide project preliminary plans to each utility at 50% and 90% design levels.
- Maintain a record of correspondence with utility companies.
- Identify conflicts with water line relocation and notify impacted utilities.

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- Meet with utilities on-site to review location of existing utilities.

2.5 Geotechnical Investigation

The Consultant's project team partner, Shannon & Wilson (S&W), will perform a geotechnical investigation to characterize the soil and groundwater conditions along the proposed project alignment. The investigation will consist of subsurface explorations, laboratory testing, limited engineering analyses and preparation of a report that will summarize conclusions and recommendations supporting the project design and construction. Following is a summary of S&W's services to be performed under this activity:

Geologic and Geohazard Data Collection

- Gather readily available existing geologic/geotechnical and seismic data for the site area to develop a preliminary understanding of subsurface conditions and potential seismic hazards. Information sources are expected to include:
 - Local and regional readily available geologic publications and maps;
 - Location of any Class A faults relative to the proposed waterline alignment;
 - DOGAMI seismic hazard maps including maps of existing landslides, seismic slope stability hazard maps, and relative liquefaction potential maps;
 - Oregon Department of Water Resources well logs that are near the proposed waterline alignment, and;
 - Review any geotechnical information from the City and S&W data base for boring logs from surrounding sites (if available).
- Perform an on-site reconnaissance to assess the geologic and geotechnical characteristics of the pipeline alignment segments. This field reconnaissance will encompass the following services:
 - Field reconnaissance shall include some combination of two S&W personnel, either geology or engineering staff, visiting the site and walking the slopes adjacent to the pipelines.
 - Field reconnaissance will require clearing of vegetation with machetes or other handheld non-mechanical methods.
 - Observe existing surface conditions indicative of subsurface conditions and surface features and expressions of historic landslides and potential landslide areas along the proposed alignment.
 - Document key features using GPS and provide a topographic map showing key features.
 - Findings from the site reconnaissance will be documented in the preliminary geotechnical engineering report.
 - At the time of the site reconnaissance, S&W will mark the location of the explorations for utility locates and will contact the Oregon One-Call utility locating service to clear the borings.

Geotechnical Field Explorations

- Complete two borings along segment RP-3 (one mid-way of alignment and one at the eastern terminus) and one boring along segment RP-4 (mid-way of the alignment). These explorations are proposed to consist of borings drilled to a depth of 15-feet to help identify if groundwater, shallow bedrock or cobbles and boulders will be within the depth of the open-cut portion of the trench excavation. The borings along the pipeline alignment will be drilled with hollow stem auger to identify if groundwater is encountered at the time of drilling.
- Based on Google Earth observations, S&W anticipates the explorations will be performed in the existing unpaved access roads along the pipeline alignments. Therefore, borings that do not receive instrumentation installation will be backfilled with bentonite and capped with reused access road material to match existing conditions.
- Laboratory tests on select soil samples will be conducted to provide data on the physical characteristics and identification of the subsurface materials. The laboratory testing program may include standard classification tests, such as natural moisture contents, Atterberg limit tests, and gradation analyses. If rock is encountered within the depth of the trench excavation, then unconfined compressive strength tests of rock samples will be performed.

Geotechnical Report and Recommendations

- Data will be collected, and engineering evaluations performed that will lead to the preparation of conclusions and recommendations for the following:
 - Physical properties and characteristics of the subsurface soils including pavement and base rock thickness, including groundwater levels.
 - Evaluation of seismic hazards including liquefaction susceptibility.
 - Evaluation of slope stability based on requirements in the County's Geohazard Overlay (GHO).
 - General excavation methods and types of shoring system – specific approach and design by construction contractor.
 - Assessment of groundwater control and types of groundwater control methods – groundwater dewatering, if required, will be designed by the construction contractor.
 - Subgrade preparation and pipe bedding, and trench backfill.
- Draft data and engineering reports will be assembled for Consultant and City review and final reports issues incorporating review comments.

Task Deliverables

- Base mapping and project designs will be prepared in AutoCAD® 2022 drawing format and provided to the City as an electronic Portable Document Format (PDF) file.
- Draft and final reports of the Geotechnical Engineering Report will be prepared and provided to the City in PDF.

Assumptions

- City will provide to Consultant the data identified in Activity 2.1 within ten (10) working days of initial request.
- The topographic survey shall be based on Oregon State Place horizontal datum and NAVD 88 vertical datum.
- Land Surveying & Mapping assumptions include:
 - Control points shall be based on Oregon State Place horizontal datum and NAVD 88 vertical datum.
 - Property/boundary information will be County GIS/tax lot lines only.
 - Utility pothole location flags will be marked by the City prior to start of survey field work. A total of forty (40) locations are assumed.
 - Wetland delineation flags will be marked by Mason, Bruce & Girard prior to start of survey field work.
 - No boundary surveying or construction staking is included.
- Consultant will contact One Call and provide utility location services as part of any survey work.
- City will contract or complete utility potholes to confirm depth and location of existing utilities to support final design.
- City will provide Consultant authorized access to water facilities. City personnel shall guide and accompany Consultant during site visit/field review.
- Site visit shall be attended by Consultant Project Manager and Project Engineer/Designer.
- Geotechnical Investigation assumptions include:
 - Site access and right of entry, if required, will be provided by the City;
 - The boring locations are accessible by a CME 75 truck-mounted drill rig;
 - Drilling and sampling can be performed between the hours of 8AM and 5PM;
 - Traffic control with flaggers will not be required, signs and cones will be placed around the work zone;
 - Cuttings and groundwater generated during drilling are not contaminated, are non-hazardous, and will not require disposal as hazardous materials. No waste profiling of investigative-derived waste will be performed. Soil can be disposed of on-site.
 - S&W anticipates the geologic and geohazard review will confirm that the surrounding slopes present a landslide risk that could impact the pipeline. If a significant slope hazard is identified, necessitating a mitigation design plan, S&W will notify the Consultant.
 - Design of dewatering system and baselining of flow rates is not included.

- Design of seismic mitigation for pipelines is not included.

Task 3 – Permitting Support

Objective

Provide support for required project permitting.

Activities

3.1 Clatsop County Land Use Permit

Based on the Clatsop County GIS, the waterline alignment is located within the Forest-80 (F-80) land use zone. The Clatsop County Land and Water Development and Use Ordinance (Ordinance) allows for the "maintenance or in-kind replacement of water intake facilities, related treatment facilities, pumping stations/ and distribution lines in existing utility rights-of-ways" subject to a Type I review and permit. This activity includes preparing supporting documents and completing application for the Land Use Permit subject to a Type I review.

3.2 Clatsop County Geologic Hazard Permit

Based on the Clatsop County GIS, the waterline alignment is located within the Landslide Susceptibility (DOGAMI) zone, Moderate area. The Ordinance outlines that any activity requiring a development permit within these zones must obtain a Geologic Hazard Permit.

This activity includes preparing a geotechnical report in accordance with Ordinance Section 4.044 Geotechnical Report Requirements and completing application for a geologic hazard permit. Geotechnical engineering services required for permitting will be performed by S&W as part of Task 2.5, Geotechnical Investigations. Report recommendations shall be incorporated into the Design documents.

3.3 Clatsop County Grading, Drainage & Erosion Control Permit

Based on the anticipated land disturbance for the project (>3,000 square feet), Clatsop County requires a Grading, Drainage and Erosion Control Plan review and permit. The Design documents will include erosion and sediment control plans which will be utilized as supporting documents for the County permit application. This activity includes completing the application for the Grading, Drainage and Erosion Control Permit.

3.4 Wetlands and Waters Permitting

Based on previous permitting experience with the Raw Waterline Replacement Project RP-2, the Consultant's project team partner, Mason, Bruce & Girard (MB&G), shall provide wetland/waters delineation, reporting, and permitting as required by project impacts. Following is a summary of MB&G's services to be performed under this activity:

Wetland and Waters Delineation

- Conduct a site visit to determine the project's Area of Potential Impact (API) and delineate wetlands, streams, or ditches within the API. The wetland and waters delineation will be conducted in accordance with the routine on-site wetland determination methodology described in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual: Wetlands Research Program Technical Report Y-87-1, supplemented by the Western Mountain, Valleys, and Coast Regional

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Supplement, the Code of Federal Register (CFR) Title 33, Part 329.11, and Oregon Administrative Rules (OAR) Chapter 141, Division 85, Section 0515.

- In accordance with the USACE Wetland Delineation Manual, MB&G shall:
 - Obtain representative soil samples to assess hydric soil conditions and wetland hydrology.
 - Determine dominant vegetation for each cover class at these sampling locations.
 - Provide flags on site demonstrating wetland and waters feature boundaries to assist surveyors in mapping wetland/water boundaries.

Wetland and Waters Delineation Report

- Prepare a draft and final wetland delineation report documenting the results of the on-site delineation in accordance with DSL standards.
- Submit the draft wetland delineation report to Consultant and the City for review.
- Submit the final, City-reviewed report to the DSL electronically for concurrence and address questions from DSL during concurrence review.

Joint Permit Application (JPA)

- Prepare a draft and final JPA to apply for a USACE Clean Water Act Section 404 Nationwide Permit (NWP) and for a DSL Removal-Fill Permit in accordance with requirements set forth in OAR 141-085-0025. If project impacts to wetlands and waters of the U.S. and State exceed NWP and/or DSL's General Permit thresholds, the JPA will be used to obtain an Individual Permit (IP) from the respective agency requiring an IP.
- Preparation of the JPA may include correspondence with regulatory agencies in the form of telephone calls, letters, and memorandums to document permit needs.
- Prepare brief narratives and descriptions on project purpose and need, potential impacts, and project alternatives using information provided by Consor and the City, as necessary to complete the JPA.
- Provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. This coordination will include pre-application correspondence via phone or online meetings.
- Prepare all necessary non-engineering drawings, maps, and photographs for inclusion in the JPA.
- Evaluate potential wetland/waters impacts and methods for avoidance or minimization measures.
- Respond to questions or comments raised by the agencies during their review of the JPA. This task may include correspondence and clarification of the JPA and related tasks as necessary to clarify regulatory agency concerns and to facilitate the issuance of USACE's and DSL's permits for the proposed project.
- Provide the draft JPA to Consor and City for review and comment, revise the draft JPA once per review comments and prepare the final JPA for submittal to the USACE and DSL.

Task Deliverables

- Electronic PDF copies of the following documents:
 - Completed application for the County Land Use Permit.
 - Completed application for the County Geologic Hazard Permit including Geotechnical Report.
 - Completed application for the County Grading, Drainage and Erosion Control Permit.
 - Flag locator map for wetland/waters features and sample plot locations.
 - Draft/Final Wetland Delineation Report.
 - Draft/Final Joint Permit Application.

Assumptions

- The City shall be responsible for payment of all application and permit fees.
- Wetlands and Waters Permitting Assumptions:
 - Two MB&G biologists will complete the wetland and waters delineation fieldwork for this task during a consecutive 2.5-day effort, including travel. No other sites visits are included in this task.
 - Consultant will provide MB&G with the final project API prior to initiating the wetland/waters delineation field work.
 - The Ordinary High-Water Mark of waters/ditches within the API will be delineated based on field indicators; a hydrologic analysis of stream gage data is not included in this task.
 - No groundwater monitoring or analysis is included.
 - No wetland or waters functions and value assessments are included.
 - MB&G will pay the DSL wetland delineation review fee and the expense will appear on a project invoice.
 - The project will incur some temporary and/or permanent impacts to wetlands or waters. Permanent project wetland impacts will be below 0.2 acre and will therefore not require a Principal Objective Analysis or Oregon Rapid Wetland Assessment Protocol (ORWAP) or Hydrogeomorphic functional assessment. A best professional judgement functional assessment for wetlands and waters impacts is included in preparation of the JPA under this task.
 - There will be no permanent impacts to streams, therefore, a Stream Functional Assessment Methodology (SFAM) will not be required.
 - Additional fieldwork beyond the wetland/water delineation effort will not be required for this task.

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- Permittee-responsible wetland mitigation or plans will not be required. If necessary, permanent wetland and/or waters impact mitigation will be satisfied through City purchase of environmental mitigation bank credits, in-lieu-fee, or payment in-lieu. If on-site restoration is required for temporary wetland impacts or for any temporary waters impacts, MB&G will provide a simple restoration planting list with selected species. Any formal landscape plans required for the bid package will be provided by the Consultant. No monitoring of restoration activities is included in this Scope of Work.
- USACE/DSL permit regulations will not change during the application phase.
- The project will require an individual 401 Certification from the Oregon Department of Environmental Quality.
- The project will result in no effects on species listed under the Federal Endangered Species Act (ESA). No ESA compliance documentation will be required for the JPA.
- If cultural resource studies or documentation is required for the JPA, others on the Consultant team will provide the required documentation for MB&G to include in the JPA.
- Engineering drawings, cross sections, details, impact calculations and project description support for inclusion in the JPA will be provided by the Consultant.
- DSL may require a permit fee, depending on the type of authorization needed, and the amount of fill or excavation to be performed in wetlands and/or waters. MB&G will pay the removal-fill application fee to the DSL, and the fee will appear as an expense on a project invoice.
- If compensatory wetland/waters mitigation is addressed by use of a mitigation bank, in-lieu fee, or payment in-lieu, the City is responsible for any payment required.
- The City will acquire signatures from all appropriate parties as required for completion of the JPA, including applicants, landowners, and local planning officials.
- Up to eight (8) hours of pre- and post-submittal coordination with the DSL and USACE are included in this task.
- Permit close-out inspection and reporting services will be provided under a separate contract or an amendment to this contract, if requested in the future.

Task 4 – Preliminary Design

Objective

Prepare Preliminary Design documents based on the preliminary alignment routing developed in Task 2.

Activities

4.1 Develop 50% Design Documents

This activity includes updating the City's Project Design Documents to the 50% review level. This activity will primarily serve to incorporate any supplemental mapping and additional design elements identified during Task 2. The Preliminary (50%) Design documents include the following:

- **Construction Drawings** – see Construction Plan Submittal Matrix (Table 2).
- **Construction Specifications** – detailed table of contents.
- **Contract (Front-End) Documents** – detailed table of contents.
- **Engineer's Opinion of Probable Construction Costs (OPCC)** – summary of construction item quantities based on the Preliminary Design and estimated unit prices for developing an OPCC commensurate with 50% Design level.

Table 2 | Construction Plan Submittal Matrix

SHEET NAME ¹	SHEET COUNT	MILESTONE SUBMITTAL		
		50%	90%	100%
GENERAL				
Cover and Index of Drawings	1	X	X	X
Legends and Symbols	1	X	X	X
Abbreviations	1	X	X	X
General Notes	1	X	X	X
CIVIL				
Project Overview Map and Survey Control	1	X	X	X
Waterline Plans and Profiles ^{2,3}	6	X (Plan Only)	X	X
Water System Details	4		X	X
Erosion Control Cover and Notes	1		X	X
Erosion Control Plan – Staging & Storage Areas	1		X	X
Erosion Control Details	1		X	X
TOTAL SHEETS	18	11	18	18

Notes:

1. Construction drawings will be prepared on 22" x 34" sheets.
2. Plan views will be drawn to 1"=20' horizontal scale. Profile views will be drawn to 1"=5' scale.
3. Plan views include erosion control elements.

This activity also includes a Preliminary (50%) Design review meeting with the City and the Consultant to discuss comments and field questions from the 50% Design submittal.

Task Deliverables

- Electronic PDF copies of the Preliminary Design documents, sized at 11"x17".

Assumptions

- City will provide their standard/required Front-End Documents in Microsoft Word format. Construction Specifications will be prepared by the Consultant using Construction Specifications Institute (CSI) format, Divisions 1 through 48.
- City will provide written review comments.
- City review time is two (2) weeks from document submittal.
- City will attend and participate in Preliminary (50%) Design review meeting.

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- OPCC To be completed in accordance with the Association for the Advancement of Cost Engineering International (AACE) Class 4 standards, with an expected accuracy range of +30 to -20 percent, as recommended for a preliminary design level of project definition.

Task 5 – Final Design

Objective

Prepare Final Design documents based on Preliminary Design documents, including Construction Drawings, Construction Specifications, and Front-End documents for soliciting bids and constructing the project.

Activities

5.1 Develop 90% Design Documents

This activity includes preparing 90% Design documents, including the following:

- **Construction Drawings** – see Table 2.
- **Construction Specifications** – technical specifications covering the materials and constructions included in the Construction Drawings.
- **Contract (Front-End) Documents** – front-end documents necessary for bidding by the City, including Bid Schedule.
- **Engineer's OPCC** – summary of construction item quantities based on the 90% Design and estimated unit prices for developing an OPCC commensurate with 90% Design level.

This activity also includes a 90% Design review meeting with the City and the Consultant to discuss comments and field questions from the 90% Design submittal.

5.2 Develop 100% Design Documents

This activity includes preparing 100% Design documents, including the following:

- **Construction Drawings** – see Table 2.
- **Construction Specifications** – technical specifications covering the materials and constructions included in the Construction Drawings and incorporating received City comments.
- **Contract (Front-End) Documents** – front-end documents necessary for bidding by the City, including Bid Schedule, and incorporating received City comments.
- **Engineer's OPCC** – summary of construction item quantities based on the 100% Design and estimated unit prices for developing an OPCC commensurate with 100% Design level.

This activity also includes a 100% Design review meeting with the City and the Consultant to discuss comments and field questions from the 100% Design submittal.

Task Deliverables

- Electronic PDF copies of the Final Design documents.

Assumptions

- City will provide written review comments.
- City review time is two (2) weeks from each document submittal.
- City will attend and participate in Final (90% and 100%) Design review meetings.

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Direct Expenses

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

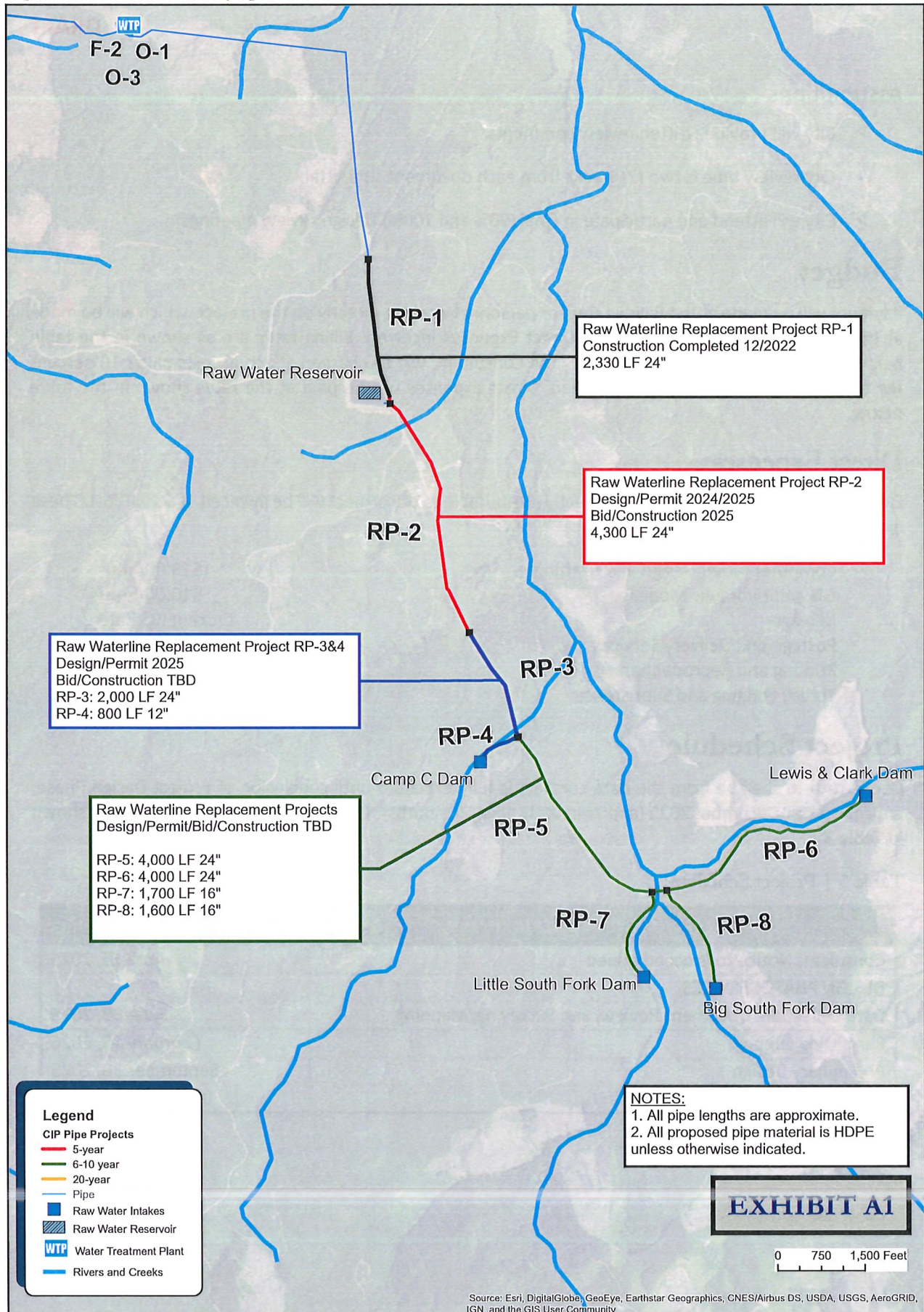
Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Project Schedule

Contract term shall be from the date contract is fully executed until conclusion of project Design Phase, anticipated for December 2025 (approximately nine [9] months). The anticipated project schedule is shown in Table 3.

Table 3 | Project Schedule

TASK / ACTIVITY / MILESTONE	ANTICIPATED COMPLETION
Consultant Notice to Proceed Issued	April 15, 2025
DESIGN PHASE SERVICES	
Data Collection, Document Review, and Surveying/Mapping	June 30, 2025
Permitting Support	February 15, 2026
Preliminary Design	September 30, 2025
Final Design	December 31, 2025



**RAW WATERLINE REPLACEMENT PROJECT RP-3&4
CITY OF WARRENTON
PROPOSED FEE ESTIMATE**

[illegible]

Client
Month Year
A:_V\MO\Opportunities\OR\Warrenton\W241131OR - Raw Waterline RP-3\Scope-Fee\W241131OR_Warrenton Raw Waterline RP-3S4 - Exhibit B-Fee Estimate

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Project Name
Page 1



City Commission Agenda Memo

Meeting Date: April 22, 2025
 From: Kevin Gorman, Public Works Director
 Subject: Update to the Low-Pressure Sewer System Homeowner Packet and Policy

Summary:

The Public Works Department is updating the City's standard equipment and associated documentation for Low Pressure Sewer Systems. In the past, the City specified a particular grinder pump brand as the standard for these systems. However, that manufacturer is no longer in business.

Following a review of alternative options, Public Works recommends adopting the Environment One (E/One) grinder pump as the City's new standard. This pump was the second choice in our original research and meets all performance and reliability requirements.

To reflect this change, we propose updating the homeowner information packet and City policy to identify the E/One grinder pump as the official standard. These updates will make it easier for homeowners to understand their sewer system options, when a Low-Pressure Sewer System is required, and how to maintain their equipment.

Only minor wording changes were made to reflect the current standard equipment. No other technical or policy changes are proposed at this time.

Recommendation/Suggested Motion:

"I move to approve the proposed updates to the Low-Pressure Sewer System homeowner packet and policy to reflect the Environment One (E/One) grinder pump as the City's new equipment standard."

Alternative:

Other actions as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

No fiscal impact is anticipated.

Attachments:

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

- Homeowner Packet – Guidance for Operating and Maintaining Your Grinder Pump System

Approved by City Manager: _____



**Guidance for Operating and
Maintaining Your Grinder Pump System**

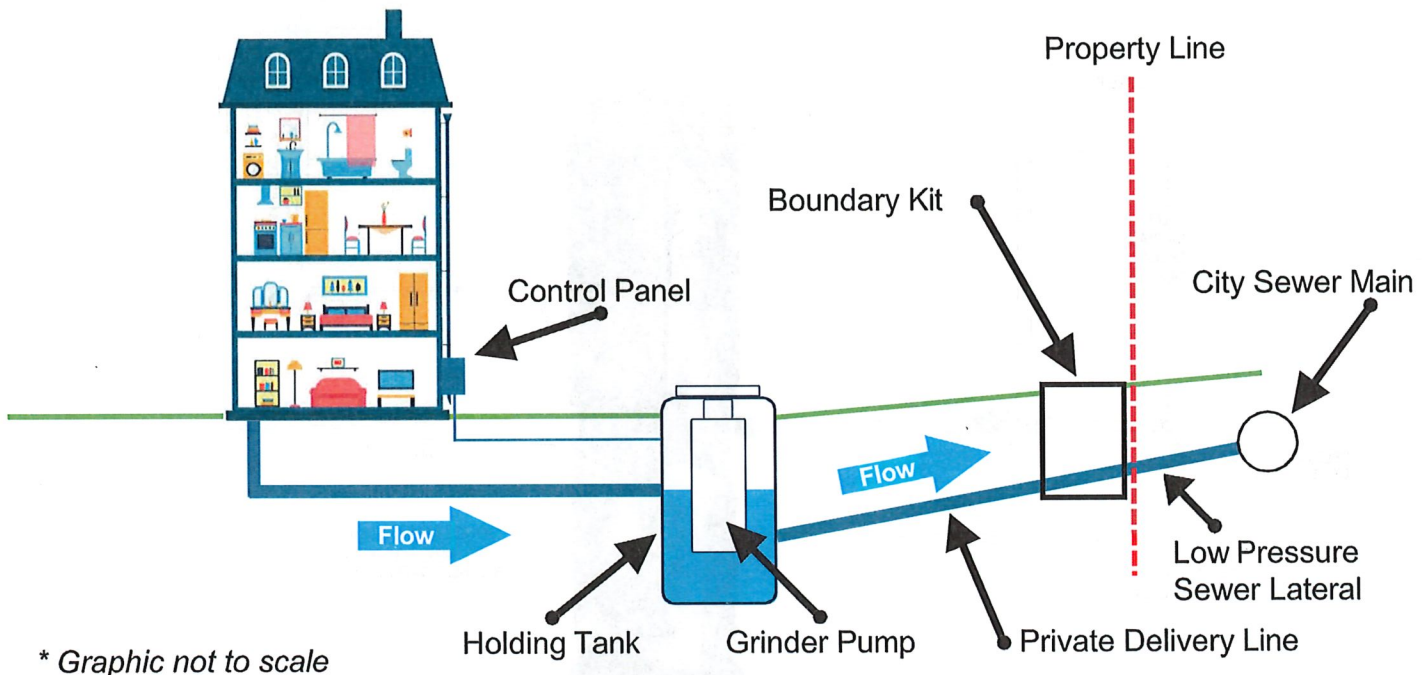


What is a Grinder Pump System and why do I have one?

Have you ever wondered where the water goes when you flush your toilet? The water leaves the toilet bowl and enters a network of pipes inside your home before eventually exiting through an underground pipe. That underground pipe – known as a service lateral – connects your home's plumbing to the City's sewer system.

Building plumbing systems and the City's sewer system are usually designed to transport sewage using gravity. Sometimes, like when a home is located at a lower elevation than the City's sewer main, a pump is needed to raise the sewage from the home into the sewer main. That's where a grinder pump system comes in!

The grinder pump system includes pumps, a collection vault, an inlet pipe, a pressurized discharge pipe, valves, and other electronics and control systems. A grinder pump system allows all of the sewage from your home to flow by gravity into a collection vault that is likely buried in your yard. Inside that vault are grinder pumps which will periodically turn on and pump sewage from the vault, into a pressurized discharge pipe, and eventually into a City sewer main. That sewer main transports the sewage to the City's wastewater treatment plant.



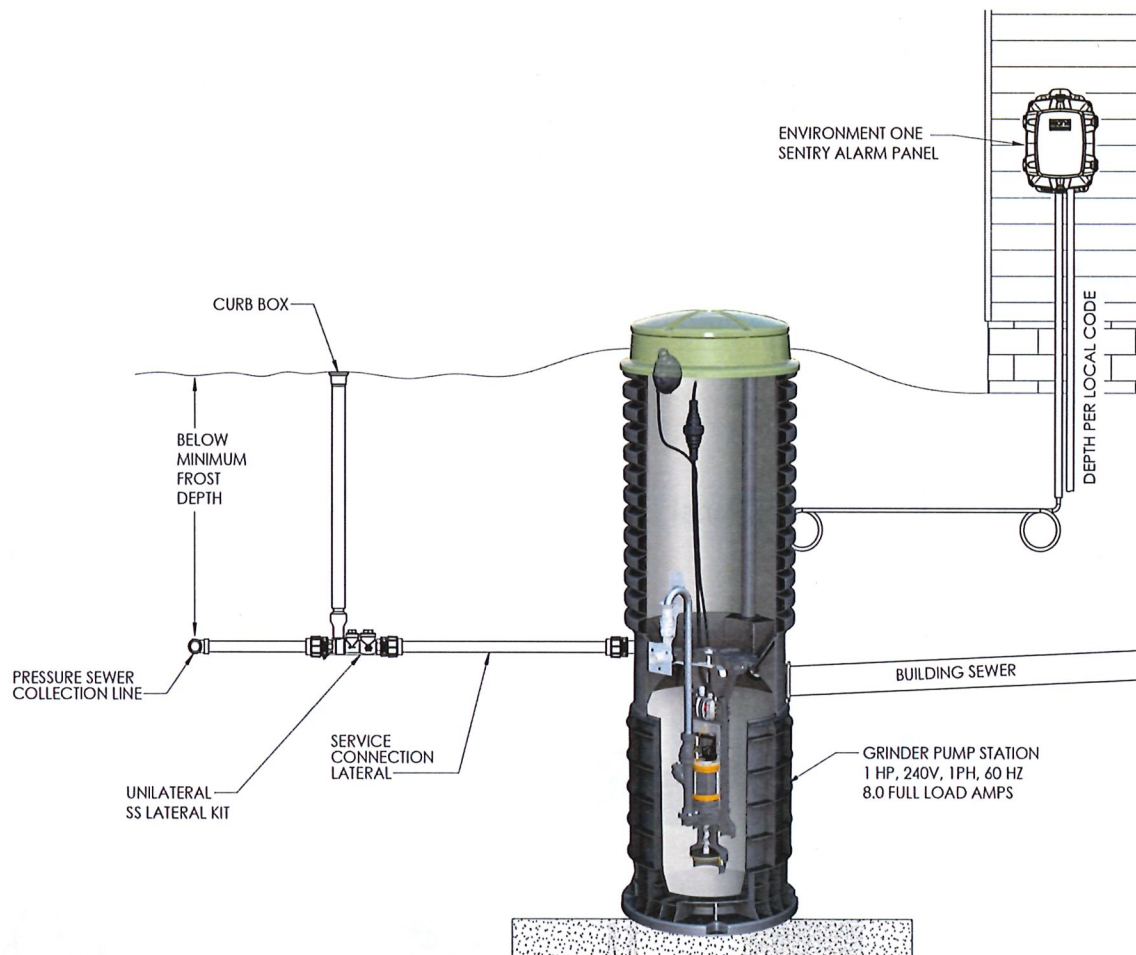
Who Owns and Maintains the Grinder Pump System for my House?

You do! The grinder pump system serving your home is your property and your responsibility to operate/maintain. The City of Warrenton requires homeowners using grinder pump systems to have a service agreement with a qualified service provider to help properly maintain the systems. This document is intended to provide some tips to help you properly operate and maintain your grinder pump system and provides information about who you could contact if you need additional support.



What is a Grinder Pump System and why do I have one?

The City of Warrenton has gone through a thorough competitive selection process to identify a standard grinder pump system for use in the City. The Environment One grinder pump system was selected as the standard system. Here is a look and the different components that make up the standard grinder pump system.



Proper Use and Care of your Grinder Pump System

Proper use and maintenance of your grinder pump system can help extend the life of the system and reduce unanticipated/emergency maintenance. Below are answers to some commonly asked questions about what you should do as the owner of a grinder pump system.

QUESTION: Is there anything I can't put down my drain?

ANSWER: The grinder pump system is only designed to handle routine domestic sewage. Solid waste should be thrown in the trash and not down the drain! You should avoid introducing the following into the sewer:

- ⊘ Flushable wipes, baby wipes,
or diapers
- ⊘ Sanitary napkins, tampons,
or tampon applicators
- ⊘ Condoms
- ⊘ Seafood Shells
- ⊘ Rags, cloth, or socks
- ⊘ Coffee grounds
- ⊘ Fats, Oils, and Grease
- ⊘ Plastic objects
- ⊘ Cigarette butts
- ⊘ Cat litter
- ⊘ Food
- ⊘ Glass
- ⊘ Metal
- ⊘ Q-Tips

These items could clog or damage your grinder pump system, potentially resulting in a costly repair! While the above items may be particularly troublesome to a grinder system, all of these items shouldn't be put in the sewer regardless of your connection method.

Additionally, the following hazardous materials should never be poured down the drain:

- ⊘ Explosives
- ⊘ Flammable Materials
- ⊘ Lubricating Oils or Grease
- ⊘ Strong Chemicals
- ⊘ Gasoline

Please contact the Clatsop County Household Hazardous Waste Program at (503) 325-8500 for information about how you can properly dispose of these materials.



Proper Use and Care of your Grinder Pump System

QUESTION: There appears to be a wet spot near the collection vault. What should I do?

ANSWER: If it hasn't been raining, there is a possibility that the wet spot is caused by a leak in the grinder pump system or a break in one of the pipes connected to the grinder pump system. Immediately contact a qualified contractor to inspect and repair the system. You can find a list of qualified contractors able to service these systems at the end of this document.

QUESTION: I've found the lid to the collection vault in my yard. Can I take a look inside?

ANSWER: For your safety, you should not open or enter the collection vault in your yard. Sewage can produce toxic gases and only trained individuals should open or enter the collection vault where they may be exposed to these gases. If you see that the lid to the collection vault is damaged, contact a qualified service provider to purchase a replacement. You can find a list of qualified contractors able to service these systems at the end of this document.

QUESTION: I keep hearing an alarm from the grinder pump system. What should I do?

ANSWER: The alarm on your grinder pump station will sound when the wastewater in the tank reaches a certain level ("alarm level").

If the alarm is going off, the water in the tank is too high. If this occurs for more than a few minutes after a power outage or a heavy usage period, call your qualified service provider for help. In all cases, if the alarm is going off, limit water usage until the alarm has stopped, or a service professional has given the all-clear.

QUESTION: What should I do if the power goes out?

ANSWER: The grinder pump and electronics inside your grinder pump system require electricity to operate. If a power outage occurs, your grinder pump system will not work nor will alarms sound to alert you to a problem. The most important step is to minimize the amount of water you send down your drain. The tank has a small amount of storage capacity but not enough for washing clothes or taking long showers. In the event of a prolonged power outage (greater than 24 hours), you may need to contact a local septage hauler to have the collection vault pumped empty to avoid an overflow or having sewage backup into your home. Systems are required to include a plug (NEMA L14-30) to allow for generators to provide electricity in the event of a power outage. A minimum 12 kW generator is needed to power the pumping unit.

QUESTION: I'm thinking about doing some construction on my property. Will this impact my grinder pump system?

ANSWER: If your construction could potentially increase the volume of sewage you send to your grinder pump system, you will want to consult with an engineer or plumber prior to construction to determine if modifications to the grinder pump system are necessary.

QUESTION: Help! I see liquid coming up from around my grinder pump system. What do I do?

ANSWER: If you notice liquid coming from your grinder pump system, immediately turn off all appliances (washing machines, dish washers, etc.) that use water and limit showers, toilet flushing, and sink use. Contact a qualified service provider to assist with system repairs. Call the City of Warrenton Public Works Department at 503- 861-0912 to report the spill.



Your Responsibilities as a Grinder Pump System Owner

1. Operate and maintain the grinder pump system in accordance with the installation and operations manual provided with your grinder pump system. Contact the contractor who installed the system to obtain a copy of the installation and operations manual if you do not have one.
2. If the grinder pump system has an alarm or overflows, have the system repaired immediately. Contact the service provider you entered into a service agreement with for assistance. Refer to the qualified contractor list at the end of this document for companies that are qualified to act as service providers for these systems. In the event of an overflow, contact the City of Warrenton Public Works Department immediately at (503) 861-0912.
3. If you are undertaking any modifications to your property that could increase the amount of sewage you generate, contact an engineer or plumber to discuss modifications to the grinder pump system that may be required. Property modifications that could necessitate a change to your grinder pump system include, but are not limited to:
 - Constructing an outbuilding or accessory dwelling unit which will produce sewage and be connected to the existing grinder pump system collection vault.
 - Renovating your home to include additional plumbing fixtures.
 - Installing a pool or hot tub which will have a drain needing to be connected to the sewer.
4. Complete and submit your annual Grinder Pump System Permit Application. Contact the City of Warrenton Public Works Department at (503) 861-0912 for a copy of the permit application.

All property owners discharging wastewater to the City of Warrenton Sewer System are required to comply with all local, City, State, and Federal requirements pertaining to the discharge of wastes to a municipal sewer system. Homeowners with grinder pump systems agree to comply with those requirements and acknowledge that their grinder pump system is being operated and maintained in accordance with the City of Warrenton Low Pressure Sewer System policy. The City of Warrenton has the right to access the system for inspection and in case of emergency events. In the event of an imminent or active sanitary sewer overflow, the City may lock off the water meter. Homeowners must regularly review the City of Warrenton grinder pump system homeowner's manual titled "Guidance for Operating and Maintaining Your Grinder Pump System" and must comply with the requirements related to materials which can and cannot be discharged to the sewer system.

For more information about using grinder pumps in the City of Warrenton, please contact:

City of Warrenton
Public Works Department
(503) 861-0912

For more information about the City's standard grinder pump system (Environmental One), please visit the following locations:

City of Warrenton Low Pressure Sewer Systems Webpage:-
<https://www.ci.warrenton.or.us/publicworks/page/low-pressure-sewer-systems>

E One Pumps:

<https://eone.com/sewer-systems/products/grinder-pump-systems>



Looking for someone to maintain or repair your Grinder Pump System?

These companies have all indicated an ability to work with grinder pump systems. This list is only intended to help homeowners identify potential sources of assistance and should not be construed as a list which:

1. Endorses the work of these companies or
2. Limits homeowners to only working with the companies listed.

All warranty and service work shall be coordinated through:

Correct Equipment Inc. 503.582.0555 300 S Redwood St, Suite 135 Canby OR 97013

Email: service@ceipnw.com

Company	Contact Information
Ed's Septic Tank Cleaning (Tank Cleaning) 92042 Koppisch Rd, Astoria OR 97103	503-458-6521
Coastal Maintenance and Plumbing (E/One Install, Push & Pull Experience) 2103 SE Dolphin Ave, Warrenton OR 97146	503-861-0766
Terry's Plumbing (E/One Install, Push & Pull Experience) 415 Gateway Ave, Astoria OR 97013	503-325-5180
A&B Sepic (Tank Cleaning, Repair, Push & Pull Experience) 100 41st Ave SE, Albany OR 97322	541-924-0851

City of Warrenton- Low Pressure Sewer System Policy

1. Purpose

The City of Warrenton Commission has developed this policy statement to provide a clear guide as to where and how low pressure sewers can be used in the City of Warrenton.

2. Scope

The City of Warrenton Commission has a clear preference for its sewers to be conventional gravity systems, but it also recognizes that this is not always possible. Therefore, the City will permit the limited use of Low Pressure Sewer Systems (LPSS) within the City, where conventional gravity sewers are not environmentally or physically feasible.

3. Definitions

Boundary Kit: Valve at the property boundary incorporating an isolation valve, check valve and inspection tee piece, which allows the property to be isolated from the low pressure sewer main in the right-of-way.

City: City of Warrenton

Commission: City of Warrenton Commission

Control Panel: The box incorporating the electrical controls, high level alarms, switches for pumps, and telemetry.

Emergency Storage: The capacity in the storage vessel above the high-level alarm point.

Equivalent Dwelling Unit (EDU): An Equivalent Dwelling Unit (EDU) is the basic unit of measure used to quantify the demand or loading on water supply or sewer services, respectively. One EDU represents the equivalent demand or loading from a single-family residence.

Low Pressure Sewer Lateral: Line from the sewer main to the property boundary kit.

Preferred Service Provider: Service providers who are known to provide service to LPSS systems in the City.

Private delivery line: Pipeline connecting the property boundary kit to pump unit.

Pump Unit: Comprises of grinder pump, storage vessel, control panel, pressure switches, and ancillary equipment.

Sanitary Sewer Overflow (SSO): A condition in which untreated (raw) sewage is discharged from a sanitary sewer into the environment prior to reaching a treatment facility.

Standard connection: Single dwelling equivalent to 1 EDU.

4. Policy Statement

The purpose of this policy is to define where and when low pressure sewer systems will be allowed within the City boundary, who is responsible for the installation and maintenance, and what systems will be permissible.

5. Roles and Responsibilities

The Public Works Director, or their designee (authorized representative), will be responsible for approving all new low pressure sewer installations.

The Public Works Director or their designee (authorized representative) will be responsible for investigating if a landowner/tenant has inadvertently, through introducing banned substances (as set out in the homeowner's manual) or willfully, damaged a low pressure system, including downstream systems. They will also determine whether the landowner/tenant will be billed for the repairs to the unit and the relevant cost.

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6.2. Low Pressure Sewer Systems

6.2.1. *What is a Low Pressure Sewer System?*

A low pressure sewer system is broadly defined as a system where macerated sewage is conveyed under pressure generated by a pump unit located on each property to a low pressure sewer main.

A low pressure sewer system as covered in this Policy is defined as comprising of:

- A. A pumping unit containing a grinder pump, specifically designed for low pressure sewer applications, installed on each property to pump sewage from an individual property. These pumping units will only be those that have been approved by the City of Warrenton Public Works Department for that purpose. Currently, the Environmental One (EONE Simplex WF36X72) is the selected standard pumping unit to be used in the City.
- B. An alarm system built within the overall pumping unit to warn residents that the pump is no longer working and to allow maintenance to occur within an acceptable timeframe. Residents are required to contact the Service Provider under contract with the Homeowner to arrange for servicing immediately.
- C. Connections of these pumping units to City of Warrenton's public low pressure sewer main, via a Unilateral Stainless Steel Lateral assembly (NB0184P01) from E-One.
- D. A public sewer system specifically designed for low pressure sewer applications, and capable of supporting several individual pumping units to transport the sewer to the system discharge point.

6.2.2. *Where can Low Pressure Sewer Systems be used?*

Use of low pressure sewer systems will only occur where designated by the Public Works Department.

Low pressure sewer systems will only be considered where thorough studies of all alternatives clearly indicate that a gravity collection and disposal system with (or without) a central sewage pump station is not practical. No pressure sewer laterals shall be installed running parallel to and inside the right-of-way. Pressure sewer laterals must be connected to public pressure sewer main.

6.2.3. *Limited Low Pressure Sewer Pump Technologies*

When a new low pressure sewer system has been authorized by the City, only an Environment One grinder pump system will be allowed. A competitive selection process was used to evaluate multiple equipment suppliers and the Environmental One (EONE) by Correct Equipment was identified as the standard system approved for use in the City.

6.2.4. *Supporting Documentation*

Public Works Department has, in support of this Policy Statement, prepared the following supporting documentation:

- A. City Engineering Specifications and Design Criteria to regulate the nature of all low pressure sewer pumping units purchased and detailing the manner in which they are to be installed and maintained.
- B. A Homeowner's manual to inform the resident what is expected of them and what they can and cannot do in relation to the low pressure sewer system on their property. It will also contain instructions on what to do if their system should fail.

- C. A preferred service provider list with known service providers that have proven they provide a standard level of service within the City.

6.3. General Responsibilities

6.3.1. Ownership of Residential Pumping Units

The basic configuration for approved pressure applications will be a separate single pumping unit provided for each separate property. The ownership of the pumping unit, in this standard configuration, will reside with the property owner and includes the following:

- A. Pump;
- B. Storage tank;
- C. Control panel and ancillary fittings;
- D. Private delivery lines;
- E. Boundary kit.

The hydraulic termination point for City ownership of the low pressure sewer system will be the boundary kit valve closest to the property boundary. All electrical and control system components shall be owned and operated by the property owner.

The City requires an access easement over any part of the “on-property” installation of the low pressure sewer system, to inspect safe ongoing operation of the system, the minimization of any health concerns, or the protection of any City property. This access easement will allow the city to provide emergency service in the event of an imminent or active SSO – fees will apply.

6.3.2. Maintenance of the Residential Pumping Unit

Property owners with low pressure sewer systems will be responsible for the costs associated with repair and maintenance of the pumping unit. When the resident is not also the property owner, the responsibility nonetheless falls to the property owner.

It will be a condition of being connected to the City’s sewer system that the property owner enters into a service agreement with a preferred service provider. This agreement will define what is expected of both parties in the operation and maintenance of the low pressure sewer system.

6.3.3. Power for the Pumping Unit

The pumping unit’s power connection will not be metered separately, and the residents will be responsible for the power costs for the low pressure sewer pumping unit. The pumping unit shall be installed on a dedicated 30A electrical circuit breaker.

6.3.4. Discovering the Property has a Low Pressure Sewer System

The property will be marked, by deed or other legal document, to indicate that the property is served by a low pressure sewer system. This is specifically required to allow a prospective purchaser to discover prior to their purchase that the property is serviced by a low pressure sewer unit.

In addition to this notification, an access easement reinforcing the City’s right of access to the property to inspect the unit will also be required.

6.4. Installing Low Pressure Sewers – General

6.4.1. Design Services

The design of low pressure sewer system shall be completed by a registered professional engineer, or other qualified and duly authorized representative of the applicant, with verification that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations and the City Engineering Specifications and Design Criteria. All improvements require review and approval by the Public Works Department. The low pressure sewer system must also be reviewed and approved by the Oregon Department of Environmental Quality (DEQ). Fees associated with the City and DEQ reviews are the responsibility of the developer.

For new systems or developments, the design shall also be reviewed by Environment One and Correct Equipment (the manufacturer and distributor of the City's standard Low Pressure Sewer System pump units) or their regional design representative.

6.4.2. Number of Pumping Units per Property/Non-Standard Connections

Developments for commercial or industrial properties or residential properties which are greater than 1 EDU are classified as non-standard connections.

Any internal sewer system within the property boundary of the non-standard connection will be the responsibility of the property owner and will require City approval. The sizing of the pumping units and the overall design of these non-residential systems needs to be carried out by an experienced designer, based upon the actual anticipated sewer output and the capacity of the receiving sewer system.

The ownership of these systems including design, installation, replacement and payment of all City charges and fees will be the responsibility of the owner.

6.5. Installation on the Property

The units will be installed by an accredited installer of low pressure sewer systems to preserve the supplier's warranty. The units are to be installed to the requirements of the electric and plumbing codes.

Where a pressure unit is to be installed to service an existing dwelling, the accredited installer will first undertake a full audit of the existing dwelling electrical and sewer connections. The installer will then advise the property owner what needs to be done to upgrade these connections as necessary to allow a pumping unit to be installed. The property owner will be responsible for the costs associated with these upgrades.

6.6. Installation of the Sewer Mains

Prior to construction of the sewer system, the design of the low pressure sewer system shall be undertaken by an appropriately qualified engineer. The design plans shall be completed by a registered professional engineer and duly authorized representative of the applicant, with verification that the drawings, plans, and specifications submitted with the application comply with applicable technical codes, rules, and regulations.

Construction will then be in accordance with these plans and will be from acceptable materials and constructed in accordance with the City's Engineering Specifications and Design Criteria.

The low pressure sewer laterals will be extended from the public sewer main to just inside of the property boundaries. A valve arrangement known as the boundary kit will be placed at this termination point, to allow the connection of the property. The valving arrangement within the boundary kit should allow for the isolation of the property from the LPSS.

6.7. Application of the Technology

6.7.1. Existing On-Site Systems

Owners of properties that have existing on site systems on the fringe of a sewer system area are NOT covered in this policy.

Any existing property that discharges into a sewer main through a private pumping arrangement may continue to operate their private system. They remain the responsibility of the property owner and resident.

Any existing STEP systems shall not be allowed to connect to the low pressure sewer system. When an existing STEP system needs to be replaced, the property owner must comply with the requirements of this policy by installing the approved low pressure sewer system pump unit.

6.7.2. New On-Site Systems

Installation of a low pressure unit to service a new lot will be allowed only as described in Section 6.2.2. However, the installation, operating costs and maintenance will be the responsibility of the property owner. The City will not accept the asset or carry out any repairs or maintenance.

Developers will be required to pay System Development Charges (SDCs), connection charges, and any other applicable charge or fee prior to release of final plans the proposed development.

6.8. Operation and Maintenance of the Low Pressure Sewer System

6.8.1. City Responsibilities

The City is responsible for the public sewer system. The City will only respond to emergency conditions on the homeowner side of the boundary kit, such as:

- A. Imminent threats to human health and the environment.
- B. Sanitary Sewer Overflows (SSO) - these are required to be reported to DEQ.

The City may lock off water meter as a response to emergency conditions. Refer to Section 6.3 for information about access easements that allow the City to access properties with low pressure sewer systems in response to emergency conditions.

The City will also provide a homeowner's manual to the original developer – this manual will also be available online via the City's website.

6.8.2. Resident Responsibilities

The Resident's primary role is to notify their contracted Preferred Service Provider if their system's alarm sounds or if the system overflows. If the system overflows, the City must be notified immediately. The resident is also required to:

- A. Avoid discharging into the pumping unit any of those substances identified in the Homeowner's manual as inappropriate for low pressure sewers.
- B. Comply with the other requirements set out in the homeowner's manual.
- C. Not interfere with the electrical operation of the pumps in accordance with what is detailed in the homeowner's manual.
- D. Comply with the low pressure sewer permit and conditions.
- E. Properly maintain and operate the system.

6.8.3. Property Owner Responsibilities

Property owners will be required to acknowledge in the permit application (renewed annually) that they have read and agree to the terms set out in this policy and the homeowner's manual. The property owner is responsible to ensure that the resident (if different from the property owner), understands that the property is serviced by a low pressure sewer system and that the resident has a copy of the homeowner's manual.

6.8.4. Emergency Access for City Maintenance Employees

It will be a condition of being connected to the City low pressure sewer system that the property owner's consent will be given to allow the City or its agents to enter the property and inspect the pumping unit. The City will attempt to contact the homeowner prior to system inspections. The City may also respond in the event of an imminent or active SSO. In the event of an emergency, the City may lock off the water meter. Refer to Section 6.3 for information about access easements that allow the City to access properties with low pressure sewer systems in response to emergency conditions.

6.8.5. Identification of Maintenance Employees and Contractors

Any City employee (or contractor) entering private property should have photographic identification and appropriate authorization to enter the property.

6.9. Modifications or Household Additions

Building over the low pressure sewers system will not be allowed. Any modifications to the approved system must be completed with approval and permits from City Planning, Building and Public Works Departments and as such, meet the following scenarios:

- A. The hydraulics on the property allow for the pumping unit to be moved.
- B. There is a more suitable alternative route/s for the property delivery pipeline.
- C. The costs for the relocation work are being paid by the property owner.
- D. All technical requirements, as set out in City's Engineering Specifications and Design Criteria, being met.
- E. Full details of the "as constructed" works must be provided to the City.
- F. Any modifications being carried out by an accredited installer.

Residents wanting to relocate the pumping unit or property delivery line are required to contact the Public Works Department for advice on what will be required.

Residents interfering with delivery lines or pumping units without the City's approval may be subject to relevant fines. Residents will also be required to meet all costs arising from the loss of warranty on that pumping unit, and/or damage to that unit and/or, all other costs associated with such unauthorized work.

6.10. Change of Ownership

Properties in low pressure sewer areas will be required to enter into an agreement for maintenance of the "on property" pumping system and be specified on the property deed or other legal document. The annual permit is not transferable to new property owners.

New property owners will be required to establish a new utility account and secure a low pressure sewer system annual permit.

6.11. Annual Permit

Property owners connected to a low pressure sewer system will be required to apply for and pay a fee for an annual permit through the Public Works Department. If the property owner is found to be in violation of the permit or without a permit, the water service to the property will be locked-off until such time as the violation has been addressed to the satisfaction of the City. The permit shall be renewed annually with a copy of the operation records submitted at renewal. The annual permit is not transferable to new property owners.

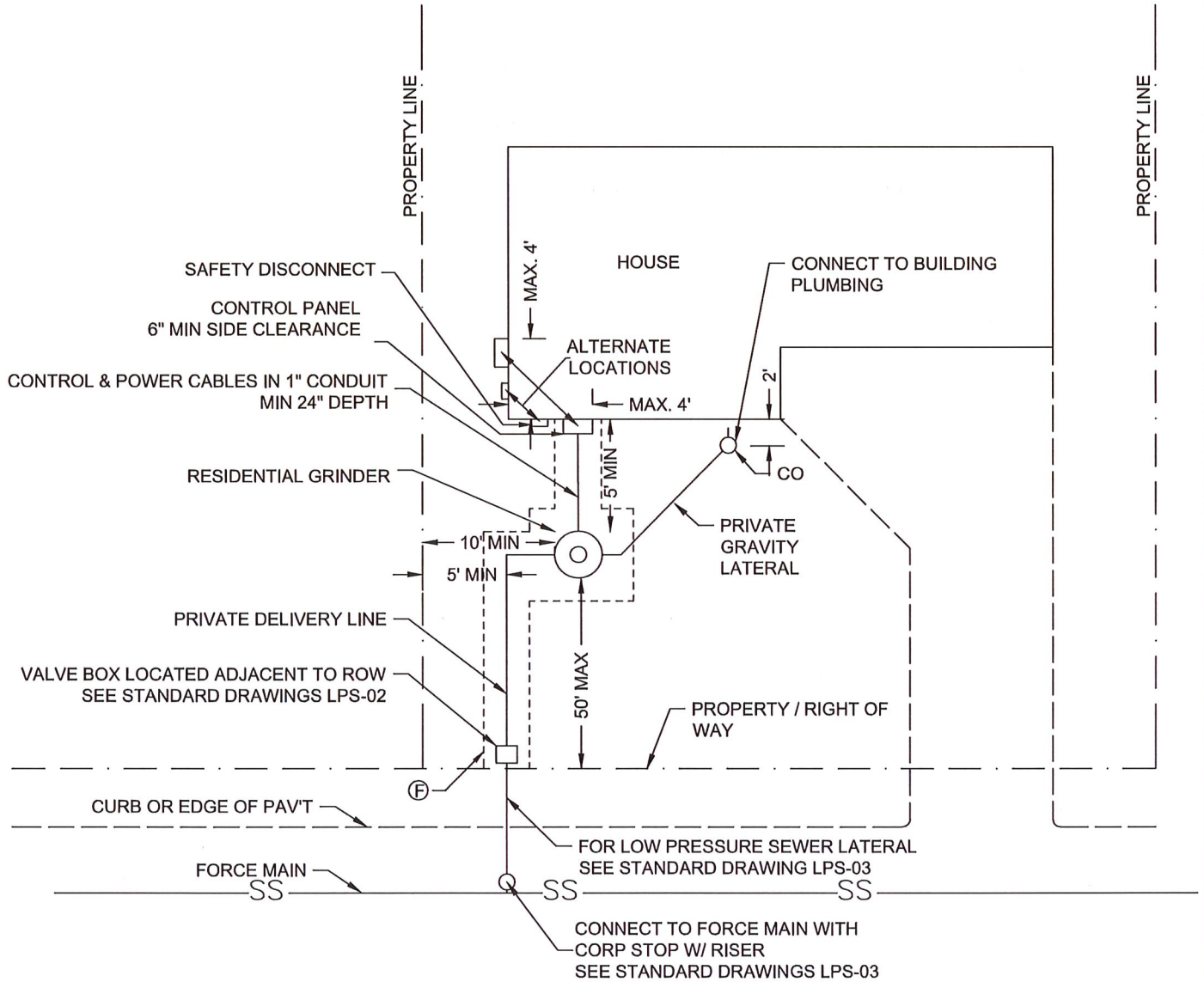
6.11.1. Operation Records

Property owners will maintain records of the operation of the low pressure sewer system and include them with the annual permit renewal. This requirement includes:

- A. All alarms on the system and the solution
- B. All sewer overflows and the response
- C. Any modifications to the system and the approval documentation
- D. All maintenance performed, including pump replacement
- E. Pump run time meter at time of application for permit renewal
- F. Verification of a service agreement
- G. Acknowledgment of review and compliance of homeowner's manual

6.11.2. Property Diagrams

Property owners must maintain a copy of all house service details for their records and provide copies to the City when requested.



NOTES:

- A. LOCATE GRINDER TANK MIN OF 5' FROM BUILDING & AS CLOSE TO PUBLIC RIGHT-OF-WAY AS POSSIBLE.
- B. MAINTAIN CITY ACCESS TO GRINDER TANK, VALVE BOX, CONTROL PANEL, & SAFETY DISCONNECT.
- C. CONTROL PANEL SHALL BE LOCATED WITH AN UNOBSTRUCTED LINE OF SIGHT TO THE GRINDER TANK.
- D. VALVE BOX OR TANK SHALL NOT BE LOCATED IN DRIVEWAY WITHOUT WRITTEN CITY APPROVAL.
- E. OBTAIN WRITTEN CITY SITE PLAN APPROVAL PRIOR TO INSTALLATION.
- F. EASEMENT FOR ACCESS, OPERATION AND MAINTENANCE REQUIRED.



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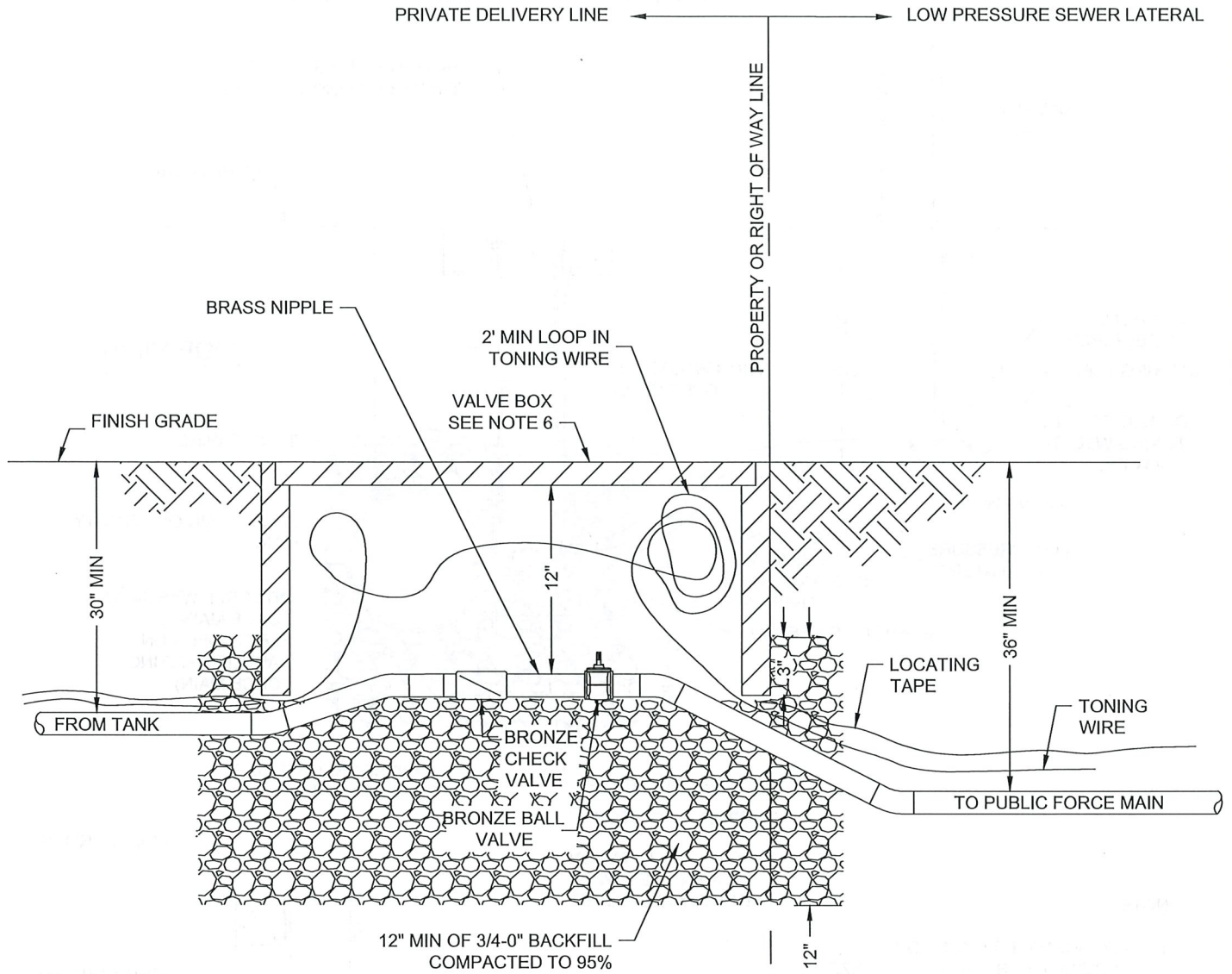
RESIDENTIAL GRINDER PUMP INSTALLATION

SHEET NO.

LPS-01

APPROVED: DRAFT

4.22.2025 Commission Packet



NOTE:

1. ALL PIPE FOR DELIVERY LINES SHALL BE HDPE SDR 21 OR PVC SCH 40, ALL FITTINGS SCH 80 (ASTM 1785).
2. LOW PRESSURE SEWER LATERALS SHALL BE CONSTRUCTED FROM HDPE (MINIMUM SDR 21 PRESSURE RATING).
3. FITTINGS & VALVES SHALL MATCH PIPE SIZE.
4. NO CLOSE NIPPLES.
5. VALVE BOX SHALL BE CARSON IND. MOD# 1419 W/ BOLTED, NON-HINGED COVER & A # 1419E EXTENSION OR APPROVED EQUAL.



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RESIDENTIAL GRINDER SYSTEM BOUNDARY KIT

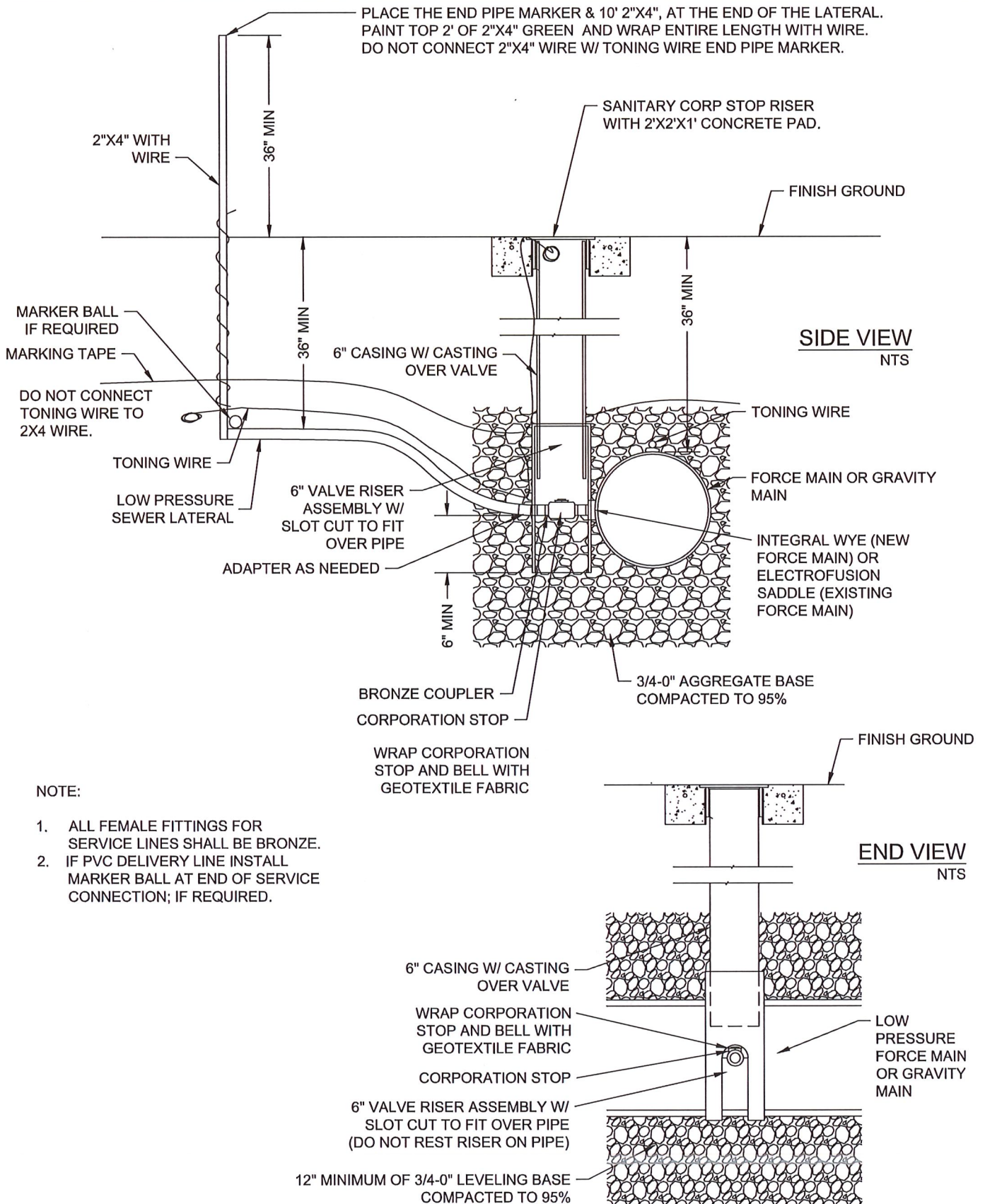
SHEET NO.

LPS-02

APPROVED: DRAFT

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RESIDENTIAL PRESSURE SERVICE CONNECTION

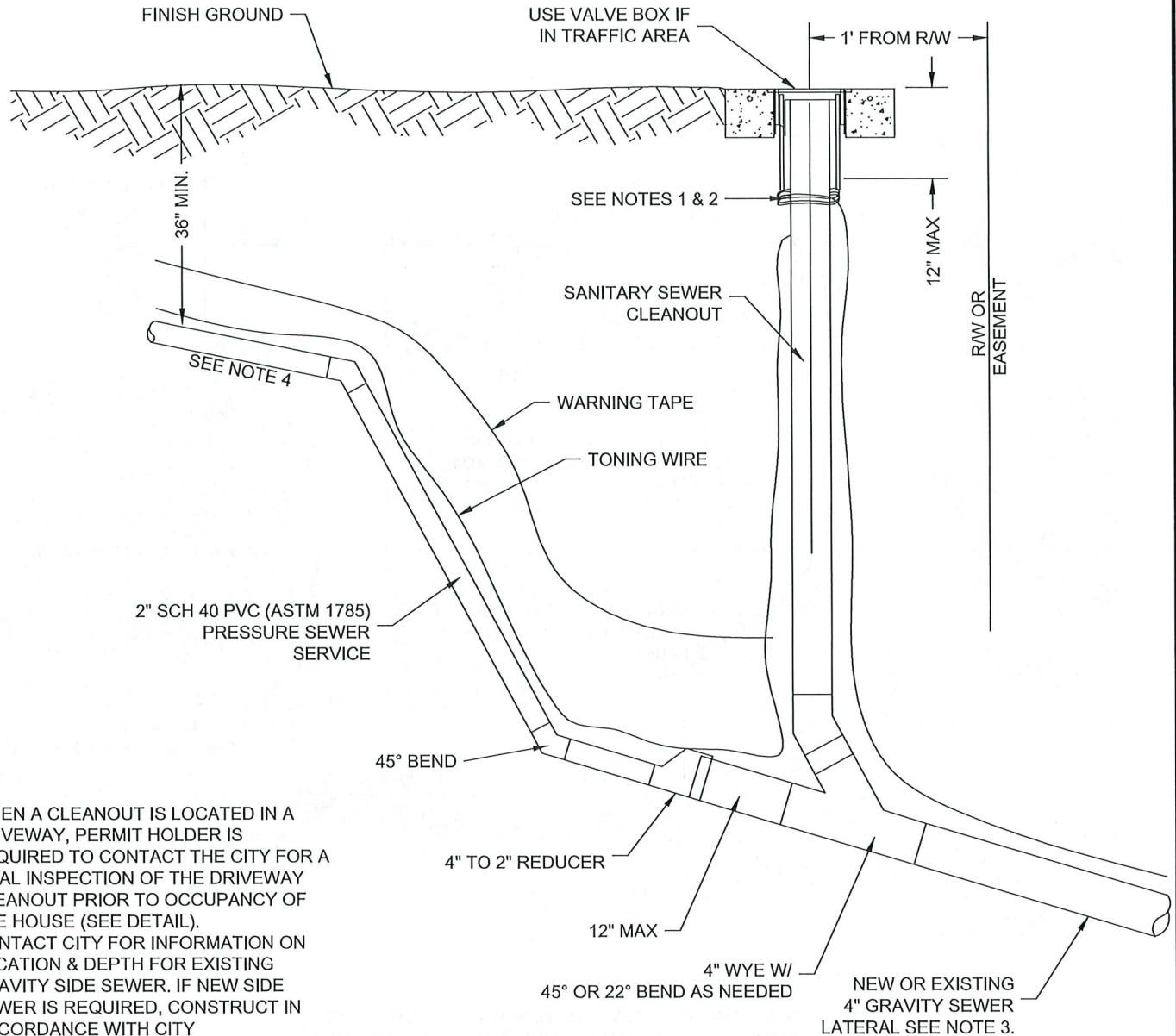
SHEET NO.

LPS-03

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NOTES:

1. WHEN A CLEANOUT IS LOCATED IN A DRIVEWAY, PERMIT HOLDER IS REQUIRED TO CONTACT THE CITY FOR A FINAL INSPECTION OF THE DRIVEWAY CLEANOUT PRIOR TO OCCUPANCY OF THE HOUSE (SEE DETAIL).
2. CONTACT CITY FOR INFORMATION ON LOCATION & DEPTH FOR EXISTING GRAVITY SIDE SEWER. IF NEW SIDE SEWER IS REQUIRED, CONSTRUCT IN ACCORDANCE WITH CITY REQUIREMENTS.
3. VALVE BOX NOT REQUIRED IF NOT IN TRAFFIC AREA.
4. ALL PVC PRESSURE PIPE TO BE SCH 40 (ASTM 1785).
5. ALL THREADED PVC PRESSURE FITTINGS TO BE SCH 80.
6. GRAVITY SIDE SEWER MATERIAL MAY BE ABS, PVC PLASTIC, OR DUCTILE IRON PIPE.



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PRESSURE TO GRAVITY SERVICE CONNECTION

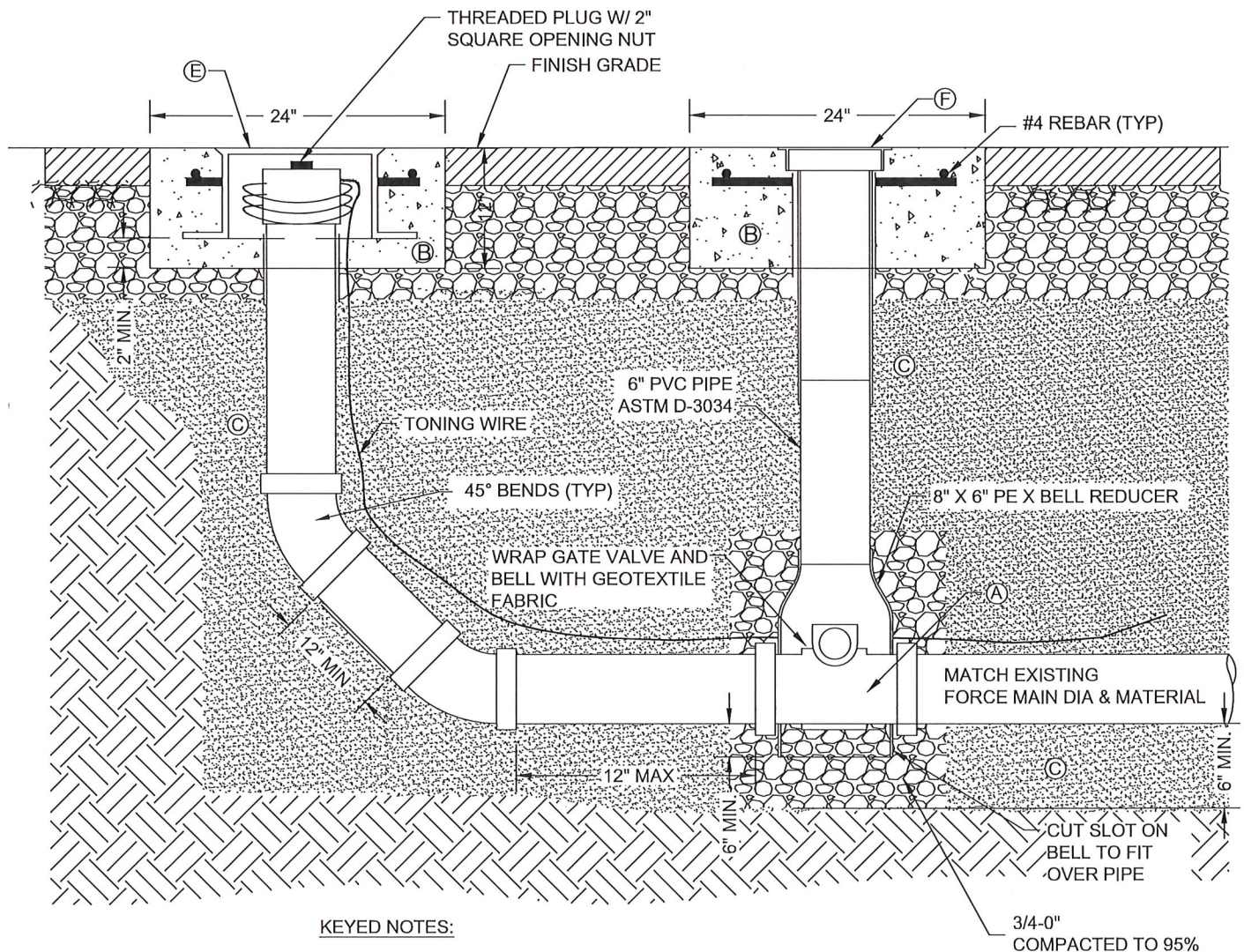
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LPS-04

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KEYED NOTES:

- A. MJ GATE VALVE (AWWA C515) W/ NON RISING STEM W/ 2" SQUARE BRONZE OPERATOR W/ RESTRAINED JOINTS (EACH SIDE).
- B. CONCRETE COLLAR TO BE INSTALLED WHEN LOCATED OUTSIDE OF PAVED AREAS W/ 50# FELT BETWEEN PIPE AND CONCRETE.
- C. BEDDING & BACKFILL TO CONFORM WITH MATERIALS. SPECIFIED IN THE SEWER LINE EXTENSION PLANS.
- D. NOT USED.
- E. STANDARD ADJUSTABLE CLEANOUT CAST IRON FRAME AND COVER MANUFACTURED BY EAST JORDAN IRON WORKS OR APPROVED EQUAL.
- F. VALVE BOX SHALL BE OLYMPIC FOUNDRY CAST IRON COVER TO READ "SEWER".

NOTE:

VALVE AND CLEANOUT SHALL BE THE SAME SIZE OR LARGER THAN THE FORCE MAIN



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FORCE MAIN CLEANOUT

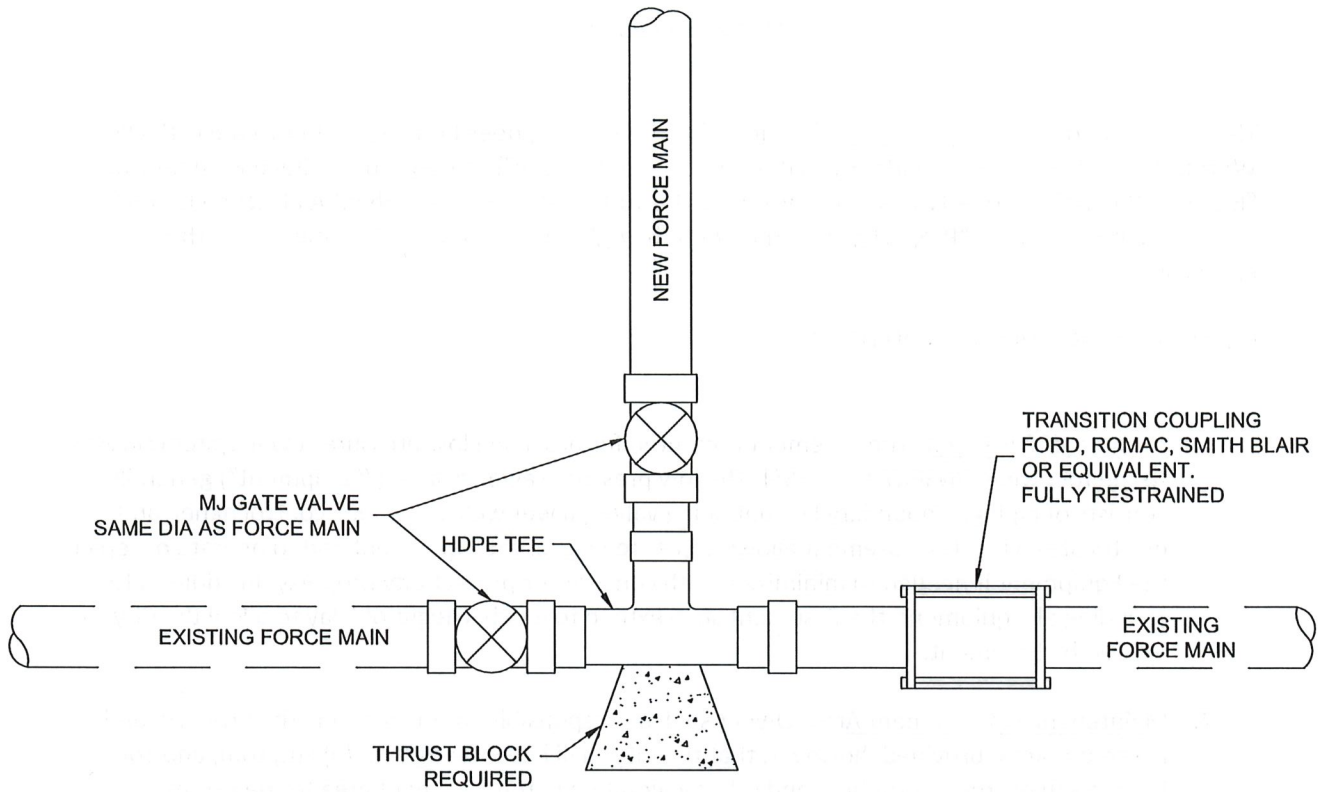
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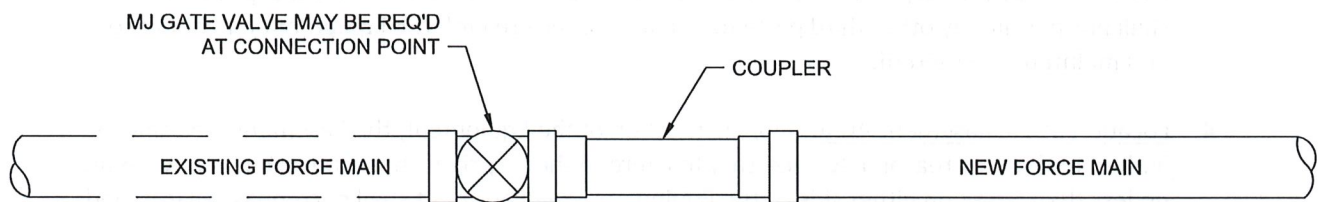
APPROVED: DRAFT

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TEE CONNECTION DETAIL
NTS



IN LINE CONNECTION DETAIL
NTS

NOTE:
ALL JOINTS MUST BE FULLY RESTRAINED



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LOW PRESSURE FORCE MAIN CONNECTION

SHEET NO.

LPS-06

APPROVED: DRAFT

Utility Easement Agreement

The undersigned _____, ("Grantor" and "Owner"), does hereby grant unto the CITY OF WARRENTON, its successors and assigns ("Grantee" and the "City"), a perpetual utility easement (the "Easement") on the property described as follows (as further described in Exhibit A attached hereto), referred to herein as the "Property," together with the right of access to the Easement over the Property:

[INSERT PROPERTY DESCRIPTION HERE]

1. Purpose of Easement. The Easement is granted for providing low pressure sewer system service to the following: [INSERT ADDRESS]. The low pressure sewer system ("Equipment") generally consists of piping, a boundary kit containing valves, a wet well, a pump, a control panel, and electrical service. The Easement allows access to inspect the Equipment and to operate or repair the Equipment if needed to minimize health concerns or protect City property. In addition to including all Equipment, the Easement shall extend to a public Right of Way to allow the City to access the Easement.
2. Maintenance of Easement Area. Owner shall be responsible for maintaining the Property and Easement area, provided, however, that the City shall have the right to (a) cut, trim, and control the growth of trees, shrubbery and other vegetation in the Easement area to the extent necessary to keep them clear of the Equipment, and (b) cut, down, trim, or control the growth of all dead, weak, leaning or other trees on or near the Property that the City reasonably believes may endanger or interfere with the Equipment and operation thereof. Owner shall not erect or maintain any structure upon, over, under, or within five feet of the Equipment which could endanger the operation or interfere with the operation or maintenance of the Equipment.
3. Nonexclusive. The Easement shall be nonexclusive to the City, such that the Owner may use the Easement area for purposes that do not impair the City's rights hereunder, except that Owner shall not permit any other third party to impair or interfere with the Equipment and operation and maintenance thereof.
4. Location of the Easement Area. Upon installation of the Equipment, the Easement area shall be limited to the area reasonably necessary to exercise the City rights hereunder, but in any event, no less than 5 feet on either side of the Equipment. The Easement shall encompass all installed Equipment which form the functional low pressure sewer system, including but not limited to, the boundary kit, piping, wet well, pump, control panel, and electrical service to the control panel. Owner shall not unreasonably withhold its consent to a relocation of the Equipment and Easement area if the City determined that such relocation or expansion is necessary.
5. Ownership of Equipment; Damage. Owner agrees that all Equipment shall remain the property of the Owner. Owner shall be responsible for any damage to the Equipment caused by the Owner, its agents, invitees, or contractors. The City shall not be liable for any damages caused to Owner's property caused by actions reasonably taken by the City in the exercise of its rights hereunder.

6. Right to Grant Easement. Owner covenants and warrants to the City that it is the sole owner of the Property and has the right to grant the Easement under this agreement.

7. Binding Effect. This Easement shall be binding on the Property and all owners of the Property.

Agreed this [Day] day of [Month] [Year] by:

Grantor/Owner:

Grantor Signature

Grantor Printed Name

STATE OF OREGON)
) ss.
County of Clatsop)

This instrument was acknowledged before me on this _____ day of _____, _____
by _____.

Notary Public of Oregon

My Commission Expires: _____



Public Works Low Pressure Sewer System Permit

City of Warrenton – Public Works

45 SW 2nd Street, Warrenton, OR 97146

Phone: (503) 861-0912 Fax: (503) 861-9661

Web: www.ci.warrenton.or.us

Permit Number: _____

Date Submitted: _____

Date Approved: _____

User Permit Fee: _____

PROPERTY & APPLICANT INFORMATION

Street Name(s)/Location **attach site diagram or map:*

Clatsop County Tax Lot Number:

New Permit or Permit Renewal (circle one):

NEW PERMIT

PERMIT RENEWAL

Applicant Name:

Applicant Mailing Address:

Applicant City/State/ZIP:

Applicant Phone:

Applicant Email:

Property Owner Name (If different from Applicant):

Property Owner Mailing Address (If different from Applicant):

Property Owner Phone (If different from Applicant):

IF APPLYING FOR A NEW PERMIT, PLEASE COMPLETE THIS SECTION

Is this grinder pump system newly constructed or purchased from an existing property owner?

NEW CONSTRUCTION

PREVIOUSLY OWNED

Provide the make, model, and date of installation of the grinder pump system.

Make:

Model:

Date of Installation:

Name of Installer:

Provide the name and contact information for the service provider with whom the permit applicant has entered into a service agreement:

Service Provider Name:

Service Provider Phone Number:

IF RENEWING AN EXISTING PERMIT, PLEASE COMPLETE THIS SECTION

Permit Number:

Previous Date of Permit Issuance:

Pump run time meter reading at the time of application:

Provide the name and contact information for the service provider with whom the permit applicant has entered into a service agreement:

Service Provider Name:

Service Provider Phone Number:

In the previous 12 months, have you completed the maintenance activities recommended by the manufacturer? (circle one)

YES

NO

List all maintenance activities performed in the previous 12 months:

In the previous 12 months, did the Service Provider conduct an inspection of the grinder pump system?

YES

NO

List any alarms that occurred during the previous 12 months and describe how each alarm was resolved.

In the previous 12 months, did sewage overflow from your grinder pump system? (circle one)

YES

NO

If so, when did this occur and how did you resolve the issue that caused the system to overflow?

In the previous 12 months, did you modify your grinder pump system or complete any construction activities on your property? If so, please describe in detail.

CERTIFICATION STATEMENT

All property owners seeking authorization to discharge to the City of Warrenton Sewer System are required to comply with all local, City, State, and Federal requirements pertaining to the discharge of wastes to a municipal sewer system. By submitting this application, the applicant agrees to comply with those requirements and acknowledges that their grinder pump system is being operated and maintained in accordance with the City of Warrenton Low Pressure Sewer System policy. The applicant acknowledges that the City of Warrenton has the right to access the system for inspection and in case of emergency events. In the event of an imminent or active sanitary sewer overflow, the City may lock off the water meter. The applicant acknowledges that they have reviewed the City of Warrenton grinder pump system homeowner's manual titled "Guidance for Operating and Maintaining Your Grinder Pump System" and agree to comply with the requirements related to materials which can and cannot be discharged to the sewer system.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS PERMIT APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Applicant's Signature:

Date:



City Commission Agenda Memo

Meeting Date: April 22, 2025
From: Kevin Gorman, Public Works Director
Subject: Auction of 2006 John Deere

Summary:

Public Works is respectfully requesting your approval to auction off a surplus tractor currently owned by the City of Warrenton. The 2006 John Deere tractor is working and operating; however, it is close to the end of its life span. By auctioning this asset, we aim to recoup valuable funds that can be reinvested into Public Works services or initiatives, benefiting our residents directly.

This auction would take place on GovDeals which is a protected website for selling surplus property. This will ensure that the city disposes of property properly. We believe this will be a responsible and effective use of resources, aligning with the best interests of the public.

Recommendation/Suggested Motion:

"I move to approve the auction of the 2006 John Deere tractor for the benefit of the City of Warrenton."

Alternative:

None recommended

Fiscal Impact:

Money from the auction will be reinvested into the CIP Public Works Budget.

Attachments:

NA

Approved by City Manager: 



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Esther Moberg, City Manager
 DATE: April 22, 2025
 SUBJ: Judge Contract

SUMMARY

As authorized by the City Commission, the City Manager has prepared a new City Municipal Judge Agreement for your review and approval. You interviewed two candidates and have selected Ashley Flukinger to move forward in the process. I will also need to notify the current judge with a 30-day notice (May 31, 2025) should you approve the new Judge Agreement.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the new City Municipal Judge Agreement, entering into an agreement with Ashley Flukinger to become the new City of Warrenton Municipal judge, June 1, 2025.

ALTERNATIVE

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

FISCAL IMPACT

Same budget as previous.

Approved by City Manager: _____

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

MUNICIPAL JUDGE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of April 2025 (the "Effective Date"), by and between the CITY OF WARRENTON, hereinafter referred to as "City" and _____, hereinafter referred to as "Judge", for the responsibilities of Municipal Court Judge in the City of Warrenton Municipal Court.

1. City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Judge, and
2. City has determined that Judge is qualified and capable of performing the Municipal Court Judge services the City requires, under the terms and conditions in this Municipal Judge Services Agreement (hereinafter "Agreement");

For and in consideration of the above and the mutual covenants and promises between the Parties hereto and the payment hereinafter to be made, the Parties agree as follows.

SECTION A - SERVICES

Judge will perform the professional services of Municipal Judge for the City of Warrenton in accordance with Section 21 of the City Charter, the City of Warrenton Municipal Code, the attached Scope of Work and Proposal (the "Services"). City has relied upon the professional ability and training of Judge as a material inducement to enter into this Contract. The start date for services shall be June 1, 2025.

Judge will:

- a. Exercise original and exclusive jurisdiction of all offenses defined and made punishable by ordinances of the City and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the City and preside at court sessions associated with the same.
- b. Familiarize themselves with the nuisance process within the City of Warrenton.
- c. Issue process necessary to effectuate judgments and orders of the court;
- d. Conduct legal research and issue findings and decisions in connection with court cases;
- e. Establish and update policies regarding record keeping, and cases that may be processed by the court clerk and issue warrants when required;
- f. Respond to court-related questions and requests and hold special court hearings between court dates;
- g. Perform other judicial and quasi-judicial functions prescribed by ordinance.

SECTION B - INDEPENDENT CONTRACTOR

Judge shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of the City as those terms are used and defined in ORS 30.260 through 30.300. Judge's compensation hereunder is Judge's sole compensation, and Judge is not entitled to any other benefits from the City. Although City reserves the right to evaluate compliance and the quality of the Services provided by Contractor, City will not control the means or methods of Contractor's performance of the Services. Judge shall perform the Services consistent with the standard of care of a similar professionals offering similar services and consistent with the standards required of the Oregon State Bar, and including the Oregon Code of Judicial Conduct.

Judge also certifies that:

- a. Judge and its employees, if any, are not active contributing members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- b. Judge is not an officer, employee, or agent of the City as those terms are used and defined in ORS 30.265.

SECTION C - AGREEMENT DURATION – HOURS OF WORK

This Agreement shall become effective as of the Effective date and shall not expire until terminated by the City or Judge. Judge's appointment is within the sole discretion of the Commission and may be revoked at any time.

It is recognized that the hours devoted by the Judge in the performance of his/her responsibilities may vary with the caseload of the Court. It is anticipated services will entail approximately 5 hours per month, with court being held the first and third Friday of each month.

SECTION D – INDEMNITY AND INSURANCE

- a. Indemnity: Judge warrants that all of their work will be performed consistent with reasonable professional practices and standards, as well as with the requirements of applicable federal, state, and local laws. Judge agrees to hold harmless, indemnify and defend the City, its officers, elected and appointed officials, agents, employees and volunteers against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Judge or its officers, employees, subcontractors, or agents in the performance of services pursuant to this Agreement, except to the extent that the liability arises out of the sole negligence of the City and its employees.
- b. Professional Liability: The Judge shall maintain a professional liability insurance policy consistent with the requirements of the Oregon State Bar, with a minimum coverage of not less than \$300,000 to protect the Judge from claims for professional acts, errors, or omissions arising from the Services. The policy may be written on a "claims made" form. The policy shall contain an endorsement entitling City to not less than sixty (60) days prior

written notice of any material change, non-renewal or cancellations of such policy. The foregoing insurance requirements shall not be construed to limit Judge's liability under this Agreement.

SECTION E - COMPENSATION

As compensation for performing the Services in this Agreement, Judge will be paid a base amount of \$1,800 per month payable at the end of each month, which shall constitute full and complete payment for said Services and all expenditures and expenses which may be made and incurred, except as otherwise expressly provided in this Agreement. Payment shall be made upon receipt of invoice for the Services. Payment shall not be considered acceptance or approval of any Services or waiver of any defects in the Services. Judge shall be personally responsible for any and all taxes on his compensation and shall not be entitled to any benefits from City.

Should the Judge cancel a court without arranging for a replacement judge (who they will pay themselves from their base pay), Judge's compensation shall be reduced by fifty percent (50%) of the total monthly compensation for each date missed. Should the City cancel a scheduled court date, the City shall still pay the Judge for the regular base pay of court service for that date.

SECTION F – CONFLICT OF INTEREST

Except with City's prior written consent, the appointed Judge shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise the Judge's professional judgement with respect to this Agreement, including, without limitation, concurrent employment in direct competition with the Agreement.

SECTION G -TERMINATION CONDITIONS

City may immediately terminate this Agreement by written notice to Judge if the City determines that termination is in the best interest of the public. Termination under this section shall not affect the rights of the Parties existing at the time of termination. If Judge is not in default, Judge will be paid for completed Services to the date of termination, but not for lost profits on Services that are precluded by termination. In no circumstance shall profit or overhead on unperformed work be due to Judge.

This Agreement may be terminated by thirty (30) days written notice from either the City or Judge. Upon expiration of the thirty days, such termination will be deemed effective unless the parties agree otherwise.

SECTION H- ADDITIONAL TERMS

Assignment. Judge shall not assign any interest in this Agreement or enter into any subcontract for

Services without the prior approval of the City.

Merger. This writing is intended both as a final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.

Amendments in Writing. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.

No Waiver. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given.

Non-Discrimination. Judge agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Judge also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

Governing Law. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

Records and Audit. City shall have access to such books, documents, papers and records of Judge as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. Judge agrees to preserve the records for a minimum of six (6) years to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Judge agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

Compliance with State and Federal Law/Rules. Judge shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this Agreement and are attached as Exhibit A.

Conflict Between Terms. The Parties expressly agree that should there be any conflict between the terms of this Agreement and the Judge's proposed contract terms, scope of work, or any other document provided by the Judge, this Agreement shall control and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Judge's proposal.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

Municipal Court Judge

Henry A. Balensifer III, Mayor

ATTEST:

Esther Moberg, City Manager

EXHIBIT A - Statutorily Required Public Contracting Provisions

Contractor shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with Solicitation or Contract Document and the relevant statutory provision.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in

cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
 - iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.
9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.
10. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor

shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.