



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
November 22, 2022 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSENT CALENDAR

- A. City Commission Meeting Minutes – 11.08.22
- B. Police Department Monthly Report – October 2022
- C. Crown Castle Lease

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

4. OATH OF OFFICE – Officer Robert Crosby

5. COMMISSIONER REPORTS

6. PUBLIC COMMENT

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

7. PUBLIC HEARINGS

- A. Ordinance No. 1259; Establishing a two-year moratorium on psilocybin manufacturing and service centers within the city of Warrenton and referring the matter

to voters at the next statewide general election in 2024

8. BUSINESS ITEMS

- A. Consideration of Enterprise Zone Approval Request – Kevin Leahy
- B. Consideration of Authorization of VFW Grants
- C. Consideration of OSFM Grant Application – Type 6
- D. Consideration of Change Order #3 – Raw Waterline Replacement Project

9. DISCUSSION ITEMS – None

10. GOOD OF THE ORDER

11. EXECUTIVE SESSION

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

12. ADJOURNMENT

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

MINUTES
 Warrenton City Commission
 November 8, 2022
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Pro-tem Mark Baldwin called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Pro-tem Mark Baldwin, Mayor Henry Balensifer (via Zoom), Tom Dyer, Gerald Poe, and Paul Mitchell

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Finance Director April Clark, Public Works Operations Manager Kyle Sharpsteen, Utility Worker Jim McCarthy, Water Treatment Plant Operator Dave Davis, Planning Director Jay Blake (via Zoom), Deputy City Recorder Brittney Johnson, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 10.25.22
- B. Monthly Finance Report – September 2022
- C. Community Center Advisory Board Minutes – 04.21.22
- D. City of Warrenton Employee Handbook

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

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

COMMISSIONER REPORTS

Commissioner Poe noted that he attended the CREST meeting via zoom and gave an update that the Port of Astoria will pull out of CREST, as a group they moved and voted and approved a space to an individual that he believes will do good for the CREST Program. He also said that there wasn't much more information given out and when there is to why the Port of Astoria pulled out, he will bring that to the commission.

Mayor Balensifer stated was pleased that Community Action will be part of the greater Clatsop Plains Elk Collaborative and there is a declaration of cooperation being drafted up for them to sign on to the project. He provided additional information on the elk collaborative and noted that next year CREST will be taking over for the collaborative as project manager.

City Manager Esther Moberg stated Harbor Master Jane worked with a local contractor and had a boat removed from Marina today; the boat had been in the Marina since 2008. She noted there are still a few other boats in the Marina they are working on getting removed, noting that one of them is going to be a lot harder to remove and will take more time.

PUBLIC COMMENT

Public Comment was received via email from Sammi Beechan regarding the ongoing development on Jetty Street. Mayor Pro-tem Baldwin admitted it into the record and noted the city is following up with the Beechan's on November 15th.

PUBLIC HEARINGS – None

BUSINESS ITEMS

Mayor Pro-tem Baldwin noted business item 7B will be removed from the agenda; there were no objections.

Police Chief Workman stated the WPD is part of the LESO program, it a federal program that started in 1997 that passes through surplus items from the local government to law enforcement agencies. WPD joined in 2012 and has since then received the Humvee plus twelve weapons: eight M16's and four M14's. Every year WPD gets inventoried for surplus items and this year they were selected for a spot audit, where federal and state auditors came to the WPD and physically inspected the property and paperwork all the items and paperwork were in order but was informed that WPD needs to comply with Executive Order 14074 that was signed in May of this year. Under this Executive Order WPD will need several items that can be requested through the LESO program. Chief Workman requested as the CGB for the City of Warrenton, for the commission to grant the City Manager the authority to review any controlled property the WPD would like to request through the LESO program and be able to grant or deny permission to request that property. The reason for allowing the City Manager to make the initial decision is that the nature of any request for property is on a first come first served basis and waiting for the next Commission meeting would mean the property will not be available to reserve.

Mayor Balensifer asked if this is the same program Public Works gets the generators from; Chief Workman stated you can get generators from this program, but this program is specifically for law enforcement agencies.

Commissioner Mitchell made the motion to authorize the WPD to continue to participate in the LESO Program and give the City Manager authority to approve or deny the WPD to request controlled Property from the LESO Program. Motion was seconded and passed unanimously.

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

Planning Director Jay Blake informed the commission that Clatsop County has acquired a piece of land, that piece of land is part of SW Main Court and is a dead end that provides access to a couple of duplexes and a four plex and has an appearance of a public road also we have public utilities underneath it. Clatsop County is requesting that we accept a quit claim deed for this track of land so it can become city ownership and city responsibility. This comes about because of a property owner who keeps storing vehicles there, this will give us and our police department direct authority to address this and any situation because this then would be on city property and not county property.

Commissioner Poe made the motion to accept a quit-claim deed from Clatsop County for parcel number 81021AC00601. The tract is used as access to six residential units and the City of Warrenton currently maintains public water lines under the roadway. Motion was seconded and passed unanimously.

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

MINUTES

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Mitchell thanked the Public Works staff for their work in adverse conditions.

Ms. Moberg noted a water break in Hammond today and stated Public Works was out there again to take care of it.

Mayor Pro-tem Baldwin also noted his appreciation for Public Works staff.

There being no further business, Mayor Pro-tem Baldwin adjourned the meeting at 6:20 p.m. At 6:21 p.m., reopened the meeting to allow Sammi Beechan to give her public comment. Ms. Beechan then presented her public comment as submitted by email. She also noted that she wanted to give thanks to everyone for hearing her out and looking forward to talking with Ms. Moberg about her concerns on the impact of 444 Jetty St.

There being no further business, Mayor Pro-tem Baldwin adjourned the meeting at 6:23 p.m.

Respectfully prepared and submitted by Brittney Johnson, Deputy City Recorder.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: November 22, 2022
 RE: October 2022 Report

Upcoming Dates:

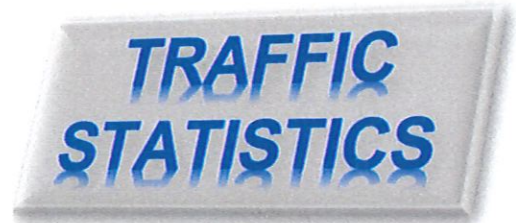
- December 1st & 15th Municipal Court
- December 8th Dept. Meeting/Training
- December 10th Shop With A Cop at Walmart

Month in Brief:

- October 3rd: CERT Meeting (Cancelled)
- October 5th: Sgt. Pierce & Ofc. Hollaway did Coffee & Hot Chocolate with a Cop at Anchor Christian Academy
- October 8th: CERT helped with the Citizens Corps Readiness Event at Camp Rilea
- October 12th: ODOT Pre-Winter Meeting
- October 14th to 19th: Chief attended the IACP Conference in Dallas, Texas
- October 20th: Law Enforcement Administrators Meeting at CCSO
- October 25th: LESO Compliance Review and Audit
- October 26th: 911 Subscriber Board Meeting
- October 29th: Drug Take Back Event at the WPD (175lbs)
- October 31st: the Ford F150 went to Day Wireless to have equipment installed
- Ofc. Alvarez is doing well at the Basic Academy, graduates November 4th
- Officer Crosby continuing in the Field Training Program, basic academy date moved up to February

Traffic Statistic Highlights:

- One (1) Hit & Run Citation
- Ten (10) Driving While Suspended Citations/Arrests
- One (1) Speeding Citation
- Three (3) Following Too Closely Citations
- Eight (8) Insurance Citations
- One (1) Distracted Driving Citation
- One (1) Driver's License Citation
- One Hundred Eighteen (118) other Citations and Warnings
- Seventeen (17) Accident Investigations



Overall Statistics:

October Statistics (% changes are compared to 2021)							
Category	2022	2021	% Chg	2020	% Chg	2019	% Chg
Calls for Service	721	694	4%	662	9%	755	-5%
Incident Reports	216	194	11%	238	-9%	249	-13%
Arrests/Citations	101	166	-39%	179	-44%	161	-37%
Traffic Stops/ Events	143	116	23%	188	-24%	199	-28%
DUI's	0	2	-100%	2	-100%	0	0%
Traffic Accidents	17	18	-6%	24	-29%	20	-15%
Property Crimes	116	106	9%	117	-1%	108	7%
Person Crimes	69	53	30%	57	21%	77	-10%
Drug/Narcotics Calls	5	3	67%	6	-17%	6	-17%
Animal Calls	26	23	13%	17	53%	20	30%
Officer O.T.	275.5	175.5	57%	158.4	74%	259.3	6%
Reserve Hours	0	19.25	-100%	0	0%	19.25	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	592	562	651	590	630	724	783	824	727
Incident Reports	217	193	217	196	197	204	210	224	227
Arrests/Citations	167	116	133	132	105	141	168	154	174
Traffic Stops/ Events	146	123	102	118	112	164	167	156	173
DUII's	4	2	3	4	1	5	4	3	5
Traffic Accidents	9	8	13	12	13	12	21	23	19
Property Crimes	97	91	116	59	102	111	110	133	104
Person Crimes	60	54	68	68	62	66	90	87	86
Drug/Narcotics Calls	0	6	1	4	1	2	2	6	5
Animal Calls	8	14	38	13	18	33	34	25	31
Officer O.T.	126.25	158	193.75	218.5	213	150.83	178.75	238	125.25
Reserve Hours	0	0	0	0	0	0	0	0	0

Oct	Nov	Dec	2022 YTD	2022 Estimate	2021	2022 v 2021	2020	2022 v. 2020	2019	2022 v. 2019
721			6804	8165	7955	3%	9270	-12%	9819	-17%
216			2101	2521	2442	3%	2469	2%	2608	-3%
101			1391	1669	1891	-12%	2095	-20%	1731	-4%
143			1404	1685	2000	-16%	2489	-32%	2627	-36%
0			31	37	27	38%	36	3%	33	13%
17			147	176	228	-23%	246	-28%	275	-36%
116			1039	1247	1191	5%	1230	1%	1094	14%
69			710	852	830	3%	863	-1%	849	0%
5			32	38	58	-34%	86	-55%	117	-67%
26			240	288	207	39%	289	0%	271	6%
275.5			1878	2253	2075.4	9%	2194.5	3%	1731.7	30%
0			0	0	12.5	-100%	259.5	-100%	359.5	-100%

Homeless Incidents	2022	2021	2020
Code 40 (Normal)	27	44	47
Code 41 (Aggressive)	2	4	0

Elk Incidents	2022	2021
Interaction:	2	2
Traffic Accidents:	2	2
Traffic Complaints:	0	1
Total:	4	5

The following is a graphic representation of statistics for **October 2022** using our **CityProject** membership (formerly [CrimeReports.com](https://www.crimereports.com)). The "Dots" represent a location of a call and if you would zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website, you can zoom in on each incident for more details.

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Property & Theft | <input checked="" type="checkbox"/> Disorder/Disturbance | <input checked="" type="checkbox"/> 911 or Other |
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Property Crime | <input checked="" type="checkbox"/> Disorder | <input checked="" type="checkbox"/> Community Events |
| <input checked="" type="checkbox"/> Assault with Deadly Weapon | <input checked="" type="checkbox"/> Breaking & Entering | <input checked="" type="checkbox"/> Disorder | <input checked="" type="checkbox"/> Community Policing |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Property Crime Commercial | <input checked="" type="checkbox"/> Drugs | <input checked="" type="checkbox"/> Proactive Policing |
| <input checked="" type="checkbox"/> Sexual Assault | <input checked="" type="checkbox"/> Property Crime Residential | <input checked="" type="checkbox"/> Drugs | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Other Property Crime | <input checked="" type="checkbox"/> Liquor | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Other Sexual Offense | <input checked="" type="checkbox"/> Theft | <input checked="" type="checkbox"/> Liquor | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Other Violent Offense | <input checked="" type="checkbox"/> Theft from Vehicle | <input checked="" type="checkbox"/> Quality of Life | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Homicide | <input checked="" type="checkbox"/> Theft of Vehicle | <input checked="" type="checkbox"/> Quality of Life | <input checked="" type="checkbox"/> Police Calls |
| <input checked="" type="checkbox"/> Kidnapping | <input checked="" type="checkbox"/> Other Theft | | |
| <input checked="" type="checkbox"/> Robbery | | | |



FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT (“First Amendment”) is made effective this ____ day of _____, 2022 (“Effective Date”), by and between THE CITY of WARRENTON, a municipal corporation (the “Landlord”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by and through its Attorney in Fact, CCATT LLC, a Delaware limited liability company, successor in interest to Crystal Communications, Inc., an Oregon corporation (“Tenant”).

RECITALS

WHEREAS, Landlord and Crystal Communications, Inc., an Oregon corporation (“Original Tenant”), entered into that certain Site Lease Agreement dated December 30, 1994 (“Lease”), whereby Landlord leased to Tenant a portion of real property located at 825 NE 1st Court, Warrenton, Clatsop County, Oregon (“Property”) more particularly described as a 3,000 SF parcel, together with all access and utility easements and rights of way (“Premises”); and

WHEREAS, New Cingular Wireless PCS, LLC is currently the Tenant under the Lease as successor in interest to Original Tenant; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease and amend the Lease as described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Defined Terms**. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. **Term**. Commencing on April 1, 2025, the Term of the Lease shall be extended by three (3) automatically renewing five-year terms and one (1) two- year term (each a “Renewal Term”). The Lease will automatically extend for each Renewal Term unless Tenant sends written notice of non-renewal to Landlord at least ninety (90) days prior to the end of any Renewal Term.

3. **Rent**. Commencing on April 1, 2025, Tenant shall pay Landlord, as rent, the sum of Nine Hundred and No/Dollars (\$900.00) per month (“Rent”). Commencing on April 1, 2026 (“Adjustment Date”) and on each anniversary of the Adjustment Date, Tenant’s Rent shall increase by three percent (3%) over the rent payable during the month immediately preceding the Adjustment Date.

4. **Signing Bonus**. Tenant will pay to Landlord a one-time amount of Ten Thousand and No/100 Dollars (\$10,000.00) for the full execution of this First Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of this First Amendment (“Conditional Amendment Signing Bonus”). In the event that this First

Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Amendment Signing Bonus to Landlord.

5. Tenant Termination. Section 7 of the Lease shall be revised to include:

“(g) by Tenant upon at least one (1) year prior written notice to the Landlord for any reason or no reason.”

6. Right of First Refusal. If Landlord receives a good faith offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord’s interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Landlord’s interest in the Lease, Landlord shall provide written notice to Tenant of any said good faith offer, and Tenant shall have a right of first refusal to acquire such interest, at the same price and on the same terms and conditions as contained in the good faith offer. If Tenant elects to exercise the right of first refusal as provided herein, Tenant must provide Landlord written notice of its election within fifteen (15) business days after Tenant receives written notice from the Landlord of said good faith offer. Landlord’s written notice to Tenant shall include the prospective buyer’s name (of which Tenant shall keep confidential), the purchase price and/or other consideration being offered, the other terms and conditions of the good faith offer, the due diligence period, the proposed closing date and, if a portion of Landlord’s parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord’s written notice provides for a due diligence period of less than sixty (60) days, then it is agreed that Tenant’s due diligence period shall be equal to sixty (60) days from the date of Tenant’s exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord within fifteen (15) business days, Landlord may convey the property as described in the Landlord’s written notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant’s right of first refusal shall survive any such conveyance. Tenant shall have the right, in its sole discretion, to separately assign the right of first refusal to an affiliated entity or as part of an assignment of the Lease pursuant to Section 14 of the Lease. Such assignment may occur either prior to or after Tenant’s receipt of Landlord’s written notice and the assignment shall be effective upon written notice to Landlord.

7. Notices: The notice addresses for Tenant shall be revised to the following:

Notice Address: New Cingular Wireless, PCS, LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317
RE: BUN #855945/WARRENTON

8. Remainder of Lease Unaffected. Except as otherwise provided for in this First Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall govern and control.

9. Counterparts. This First Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which shall constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party. A facsimile or electronic signature of a party is and shall be deemed to be an original execution and is binding.

10. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto.

(SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:

THE CITY of WARRENTON

BY: _____

PRINT NAME: _____

TITLE: _____

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be duly executed on the day and year first written above.

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company,

By: CCATT LLC,
a Delaware limited liability company,
Its: Attorney in Fact

BY: _____

PRINT NAME: _____

TITLE: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Jay Blake, Planning Director *J. Blake*

DATE: November 22, 2022

SUBJ: Ordinance 1259 Psilocyben Temporary Moratorium Ordinance Public Hearing

BACKGROUND:

The State of Oregon voters approved Ballot Measure 109 in 2020 thereby legalizing psilocybin production facilities and distribution services. It authorized the issuance of Manufacturing, Laboratory, Facilitator, and Service Center licenses. It also provides a local government "opt-out" procedure where municipalities can prohibit the Manufacturing and Service Centers.

The City of Warrenton Planning Commission reviewed the legal summaries from the Oregon League of Cities and discussed its potential impacts to the community. At the September and October meetings, the Planning Commission reaffirmed their opposition to the production and distribution of psilocybin products in Warrenton in particular because of the unknown impacts on residents and the community. The Planning Commission directed staff to prepare a moratorium ordinance for consideration.

Planning and Legal staff prepared a draft ordinance that was considered by the Warrenton Planning Commission at their regular November 10, 2022 meeting.

The proposed ordinance will effectively prohibit the issuance of licenses for psilocybin manufacturing and service centers in the City of Warrenton and refer the permanent moratorium to the city voters at the next regularly scheduled statewide election in November of 2024.

CONCLUSIONS AND RECOMMENDATION

Since this is not an amendment to the Warrenton Development Code, Chapter 16 of the Municipal Code, a public hearing before the Planning Commission was not required. Public testimony can be heard at the first reading by the City Commission on November 22, 2022 and a second reading will be scheduled for December 13, 2022.

The Planning Commission unanimously recommended approval of Ordinance Number 1259 at their November 10, 2022 meeting.

Recommended Motion:

I move that the Warrenton City Commission conduct the first reading, by title only of Ordinance 1259.

An Ordinance Amending the Warrenton Municipal Code declaring a ban on psilocyben service centers and the manufacture of psilocyben products in the City of Warrenton.

Alternate Actions.

The Warrenton City Commission may modify the draft ordinance to reflect any changes deemed necessary and schedule the second reading.

The Warrenton City Commission can table the item for further clarification or modification.

Staff Recommends that the City Commission recommend conduct the first reading, by title only, of Ordinance 1259.

FISCAL IMPACT

N/A

Approved by City Manager: _____



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

ORDINANCE NO. 1259

AN ORDINANCE DECLARING A BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS IN THE CITY OF WARRENTON

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, the Oregon Health Authority (OHA) has initiated a rulemaking process to implement the state's psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023; and

WHEREAS, the City of Warrenton is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the city; and

WHEREAS, ORS 475A.718 provides that a city commission may adopt an ordinance to be referred to the electors of the city at the next statewide general election prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, ORS 475A.718 also provides that, after adopting such an ordinance, the City must provide the text of the ordinance to OHA, and that upon receiving notice of adoption of a prohibition ordinance, OHA shall discontinue licensing the prohibited facilities until the date of the next statewide general election on November 6, 2024, and if voters do not approve the prohibition, OHA will not begin licensing of those facilities until the first business day of January following the election; and

WHEREAS, the Warrenton City Commission believes that prohibiting psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries will allow the city to see how the industry will operate and the effects it will have in other areas of the state, and to evaluate whether and in what manner it could operate within the City, is in the best interest of the health, safety and welfare of the people of Warrenton; and

WHEREAS, the City Commission seeks to refer to the voters of Warrenton the question of whether to establish a ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries at the next statewide general election, on November 5, 2024.

Now, therefore, THE CITY OF WARRENTON ORDAINS AS FOLLOWS:

Section 1. Prohibition. The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the City of Warrenton.

Section 2. Referral. This ordinance is referred to the electors of the city of Warrenton for approval at the next statewide general election on November 6, 2024.

Section 3. Effective Date. This ordinance takes effect and becomes operative upon approval by a majority of voters at the November 6, 2024, election.

Section 4. Notice. The City Manager, or designee, is hereby directed to provide the text of this ordinance to the Oregon Health Authority in order that the Oregon Health Authority will discontinue licensing the prohibited facilities until the date of the next statewide general election on November 6, 2024, and thereafter as provided in ORS 475A.718.

First reading this ____ day of _____, 2022.

Second reading and passage by this Council this ____ day of _____, 2022.

Signed by the Mayor this ____ day of _____, 2022.

Mayor Henry Balensiefer III

ATTEST:

SIGNED: _____

City Recorder, Dawne Shaw



8.A

CLATSOP ENTERPRISE ZONE SPONSOR WORK SESSION

LONG-TERM RURAL ENTERPRISE ZONE BENEFIT.

OCTOBER 6, 2022

Standard Enterprise Zone

-Enterprise zones were formed in 1986 to help foster employment opportunities and increase local competitiveness. These zones offer tax relief on new private capital in exchange for investing and hiring in the enterprise zone. Qualifying businesses receive exemption from local property taxes on new plant and equipment for three years (but up to five years) in the standard program.

-The Clatsop Enterprise Zone was created in 2015, with four sponsors: Clatsop County, City of Astoria, City of Warrenton and Port of Astoria.

-There are currently 76 enterprise zones across Oregon: 58 rural and 18 urban. Local governments are responsible for creating, amending, managing, and renewing most of these zones, until June 30, 2025.

-CEDR is Clatsop County's zone manager.

Business Eligibility

-New buildings/structures, structural modifications or additions, or newly installed machinery and equipment located in the zone qualify for the tax exemption. Only the increase in assessed value attributable to the additions or modifications is exempt in the case of a building or structure.

-Eligible businesses include manufacturers, processors, shippers and a variety of operations that serve other organizations, as well as call center and headquarter-type facilities. Hotel/resort businesses also are eligible in some of the enterprise zones, with local approval (City of Astoria does not currently allow hotel/resorts enterprise zone benefits). Otherwise, retail, construction, financial and certain other defined activities are ineligible.

Qualified Property

Land, previously used property value, and other miscellaneous personal property do not qualify.

Criteria for Qualifying Projects

For the basic, three-year enterprise zone exemption period, the business needs to:

- increase full-time, permanent employment of the firm inside the enterprise zone by the greater of one new job or 10% (or less with special-case local sponsor waivers);
- generally have no concurrent job losses outside the zone boundary inside Oregon;
- maintain minimum employment level during the exemption period;
- enter into a first-source agreement with local job training providers.

Employment to Qualify

Oregon's enterprise zones are intended to create new jobs, for which there are two basic requirements that an authorized business must satisfy to receive the standard exemption on property.

Increase by First Year of Initial Exemption (gateway requirement)

- Authorized business must increase its employment within the enterprise zone by the **greater of one person or 10%**.

Maintain Increased Employment Level

- For each assessment (calendar) year of the exemption period, the business' annual average employment must likewise be at least 110% of (and one job more than) the pre-application annual average.

Jobs That Are Counted

Persons working full-time—employed more than 32 hours per week (not full-time equivalents or part-time employees).

- Permanent/year-round positions, and thus not anyone hired temporarily, seasonally, or solely to construct/install property.
- Employees working mostly (anywhere) inside the enterprise zone.
- Jobs that primarily perform or support eligible operations/activities.

May include contract or leased employees.

NOTE: When an Enterprise Zone expires, those businesses that are already qualified will continue to receive the exemption until their qualified term expires.

Extended Enterprise Zone

For the four or five year exemption period, the business must satisfy the above criteria for the three-year period and:

- receive special local approval “Before authorization application is approved” in the form of a written agreement between the business and local zone sponsors, and:
- the average of new employees' compensation (including benefits), needs to be at or above 130% or 150% (In Clatsop County it is 130%) of the county average wage as set at the time of authorization.
- wages must be equal to or greater than the current county average wage in that fourth/fifth year.
- All other requirements of standard enterprise zone apply.

Long-term Rural Enterprise Zone Facilities

Available in most rural enterprise zones, the long-term zone program offers a property tax abatement of 7–15 years, compared to the standard 3 to 5 years.

There are few opportunities in rural Oregon to use long-term enterprise zone benefits because special criteria limit the use based on the size of the investment in terms of minimum investment costs and minimum number of new hires by the company.

Incentives

7 to 15 consecutive years of full relief from property taxes on new facility property, starting in the year after it is permitted for use and occupancy.

Qualifying Projects

The facility must meet the following three criteria:

1. In Clatsop County the minimum investment is \$12.5 million.
2. Within 3 years of commencing operations, the business must hire TBD new, full-time employees to work at the facility, and must be maintained during the tax abatement period.
3. By the fifth year after the year when new facility operations commenced, average annual compensation (including benefits) for all workers at the facility must be at least 130% the county average annual wage, based on the latest, final figure, and then for every subsequent calendar year over the rest of the exemption period:
 - Average compensation needs to be at least that high relative to the county wage when first met.
 - The average wages (taxable income) received by those workers also must equal or exceed the latest year's figure for the county average wage.

Certification Process

Prior to beginning construction, improvements, or hiring at the facility, a business must submit an application to the local enterprise zone manager and county assessor, who will approve the business for certification pursuant to the following two steps:

Step 1: The business and all local government sponsors of the enterprise zone enter into a written agreement, for which Business Oregon will provide documentation of concurrent county eligibility. This local agreement determines the exemption period (7 to 15 years) and may specify additional requirements to be met by the business/facility.

Step 2: The county board of commissioners (and the city council, if within city limits) specifically adopts a resolution approving the property tax exemption.

Impacts of an enterprise zone

-Combined with upgrading local capacity (e.g., infrastructure, industrial sites), an Oregon enterprise zone is meant to induce additional private-sector investment and jobs by signaling a receptive business climate, primarily through a significant but short-term infusion for the project's cash flow, in order to:

- encourage homegrown entrepreneurs and businesses to start up and grow
- prompt bigger re/investment than might otherwise occur
- accelerate investments and hiring compared to an ordinary rate
- expand employment (business must increase full-time, year-round jobs in the zone)
- help regions overcome economic dislocations and structural deficiencies
- retain and attract operations that would move or locate elsewhere
- buttress the early success of traded-sector business projects, and
- stimulate higher levels of employee compensation with the 5-year abatement.

Enterprise zone exemptions do not necessarily affect available resources for local public services, depending on statewide equalization of school funding and prevailing limitations on tax rates and levies that pertain to new industrial property in particular tax codes. Enterprise zone incentives can even enlarge the local tax base, which under the current property tax system would increase future revenues, due to the introduction of new property that is taxable for many years after the period of exemption.

WCT Marine – Hyak Maritime, Tax Estimates for 15 Year Enterprise Zone Exemption

Tongue Point Existing Property and Projected Tax Collection (15 Year Period)			
Billing Rate per Thousand of AV		\$19.3767	
		1st Year Taxes	Cumulative Taxes
		\$84,668.78	\$1,395,387.19
City of Astoria	\$34,969.18		\$576,310.96
4H & Ext Svc	\$228.53		\$3,766.31
Clatsop County	\$7,262.74		\$119,693.91
Clatsop County Local Option	\$305.87		\$5,040.96
Port of Astoria	\$537.46		\$8,857.68
Clatsop Care Center	\$754.63		\$12,436.76
Clatsop Care Center Local Option	\$1,005.01		\$16,563.14
Clatsop Comm College	\$3,936.15		\$64,869.91
NW ESD	\$658.06		\$10,845.26
School 1	\$32,848.17		\$541,355.53
Sunset Transportation	\$693.46		\$11,428.57
Astor East Urban Renewal	\$1,469.50		\$24,218.20
		\$84,668.78	\$1,395,387.19

Tongue Point New Property and Estimated Exempt Taxes (15 Year Period)

Billing Rate per Thousand of AV \$19.3767

	1st Year Taxes \$425,298.94	Cumulative Taxes \$5,416,011.46
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City of Astoria	\$175,653.35	\$2,236,875.04
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4H & Ext Svc	\$1,147.93	\$14,618.45
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Clatsop County	\$36,481.41	\$464,576.15
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Clatsop County Local Option	\$1,536.43	\$19,565.81
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Port of Astoria	\$2,699.73	\$34,379.92
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Clatsop Care Center	\$3,790.59	\$48,271.64
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Clatsop Care Center Local Option	\$5,048.27	\$64,287.66
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Clatsop Comm College	\$19,771.65	\$251,784.00
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NW ESD	\$3,305.52	\$42,094.44
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School 1	\$164,999.31	\$2,101,200.13
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Sunset Transportation	\$3,483.30	\$44,358.48
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Astor East Urban Renewal	\$7,381.44	\$93,999.73
--------------------------	------------	-------------

\$425,298.94

\$5,416,011.46



HYAK TONGUE POINT

ASTORIA, OREGON

WORLD'S LARGEST
ALL-ELECTRIC MOBILE LIFT

COMING
SUMMER 2024

MOBILE LIFT CAPABILITIES

- Vessels weighing up to 1500 metric tons
- Vessels up to 300' long x 65' wide, including:
 - All U.S. and Canadian offshore and river commercial tugboats up to and including the Crowley 'Legacy' 750 Class ATB tugboats
 - All Columbia River freight and grain barges
 - All large offshore commercial fishing vessels
 - All USCG patrol vessels and buoy tenders up to and including the 210' 'Reliance' class cutters
 - Offshore deck barges to 300' long x 65' wide
 - American Cruise Lines' new 'Project Blue' passenger vessels

ADDITIONAL YARD FEATURES

- New vessel construction: tugboats; fishing boats; deck barges
- 100 tons floating barge crane service and 150 tons land crane service
- 450 tons capacity vessel haul-outs with boat trailer on 60' wide boat ramp
- Barge loading bulkhead, accommodating 120' wide deck barges
- Covered work pads to 80' wide, 200' long, with 60' air height
- Uplands work pad area able to work on up to 12 vessels at a time
- Properly credentialed employees of our customers are allowed to work on their vessels while on site
- 120,000 square feet of covered hangar space
- 12,000 linear feet of barge mooring space
- Past Site Projects: North Slope Oilfield modules and Vandenberg AFB/SpaceX Rocket Gantries





ECONOMIC IMPACT

of 1500 Ton All-Electric Mobile Lift at Hyak Tongue Point

Hyak Tongue Point (Hyak) is a 34-acre shipyard facility along the Columbia River in Astoria, Oregon, and a key provider of maritime services in the area providing haul-out services, repairs, construction as well as porting and moorage to customers in the Pacific Northwest. Hyak is looking to expand its service offerings with the purchase of a 1500 ton all-electric Cimolai Mobile Lift.

The lift's all-electric function allows it to operate with a net-zero carbon footprint, positioning Hyak to be the first to employ this technology in North America and invest directly in environmentally conscientious capital. Proactive investment in environmentally compliant infrastructure supports high environmental standards within the regional maritime industry and incorporates sustainable operations at Hyak, and consequently, their users.

Economic Impact

The purchase and operation of a high-capacity all-electric mobile lift poses significant economic impacts to the maritime economy in the region:

- Total site investment of \$35M at Tongue Point.
- Upfront operational investment in the mobile lift will generate \$14.4M in local business spending.
- Total construction employment is estimated at 175 jobs with an estimated \$9.5M in short-term Clatsop County labor income.
- An additional 51 full-time jobs at Hyak with annual average salaries of \$78,400, resulting in \$6,086,340 in total payroll. By year five, on-site workforce is expected to grow to 126 jobs equating to \$11.3M in total payroll.
- Local and state annual tax revenue collection will increase by close to \$400,000 in 2025 and by nearly \$700,000 in 2030.
- By year five, total employment is expected to increase by more than 300 regional jobs and \$21M in wages and benefits.

Oregon and Washington have seen 16 shipyards cease operations within the last 15 years. Several factors have contributed to shipyard closures including bankruptcy, high costs, company consolidation/acquisitions and surrounding land development pressures. Nearly every year for the past decade and a half has marked the loss of a small to medium-size shipyard.

Hyak contracted with Columbia Pacific Economic Development District (CPEDD) for an independent, third-party analysis of the economic impacts of the proposed mobile lift and upland environmentally secure workpads.

(DRAFT) Enterprise Zone Work Session
October 6, 2022
Potential 'Public Benefit' Bullet Points

- 51+ new trades jobs will be created immediately at WCT by the Big Top Tent and the Mobile Lift Project
- 126 new trades jobs will be created by WCT by 2029
- Additional local jobs created by supporting businesses to WCT; the site has potential for new tenant companies providing engine repair, hydraulic repair, machine shop, and similar services
- Will partner with the adjacent Tongue Point Job Corps and Clatsop County MERTS Campus to train and hire their students
- Will provide training opportunities and develop additional programs for area High School students
- Will be able to lift and service all local USCG vessels—including the cutters 'Alert' and 'Steadfast'—as well as the new Fast Response Cutters sited at the new CG base next door
- Will be able to lift and service all the Job Corps and MERTS training vessels



ECONOMIC IMPACT OF

Hyak Tongue Point

1500 Metric Ton All-Electric Mobile Lift

Project Background

Hyak Tongue Point (Hyak) is a 34-acre shipyard facility along the Columbia River in Astoria. Since the purchase of the site in 2017, Hyak and its tenants at the site, WCT Marine & Construction, Bergerson Construction and American Cruise Lines, have collectively invested nearly \$4.5 million into site improvements.

Hyak is a key provider of maritime services in the Astoria area providing haul-out, repairs, construction as well as porting and moorage to customers in the Pacific Northwest. With ongoing relationships with the Coast Guard, the Tongue Point Job Corps, Clatsop Community College Marine and Environmental Research and Training Station (MERTS) and the PNW maritime industry, Hyak is looking to expand its services by the purchase of a 1500 metric ton all-electric Cimolai Mobile Lift.

The investment in a mobile lift of this size would be an unprecedented purchase both in terms of environmental stewardship and scale of operations for a private enterprise in the Pacific Northwest. The lift's all-electric function allows it to operate with a net-zero carbon footprint, positioning Hyak to be the first to employ this technology in North America and invest so directly in environmentally conscientious capital. Moreover, this investment comes at a time when shipyards and accompanying maritime support are critically low, not only along the Columbia River but throughout the Pacific Northwest.

The purchase and operation of a high-capacity mobile lift poses significant economic impacts to the maritime economy in the region¹:

- Total site investment of \$35 million at Tongue Point.
- Hyak is committed to using local suppliers and contractors for construction and materials. Upfront and operational investment in the mobile lift will generate \$19 million in local business spending, equating to 76% of total lift investment/expenditure being local suppliers/services.
- Temporary construction employment estimated at 135 on-site jobs with indirect and induced jobs totaling an additional 40 jobs. Total construction employment is estimated at 175 jobs with an estimated \$9.5 million in short-term Clatsop County labor income.
- An additional 51 full-time jobs at Hyak with annual average salaries of \$78,400, resulting in \$6,086,340 in total payroll. By year five, the on-site workforce is expected to grow to 126 jobs (equating to \$11.3 million in total payroll).
- Local and state annual tax revenue collection will increase by close to \$400,000 in 2025 and by nearly \$700,000 in 2030.
- Indirect and induced employment in Clatsop County is expected to result in 90 additional employees equating to \$4.6 million in total annual payroll.
- Indirect and induced employment in other counties in Oregon and Washington is expected to increase by as much as 100 additional employees as a result of the project within the five years after installation.
- Due to indirect and induced employment, local and state annual tax revenue collection will increase by more than \$900,000 by 2030.
- By year five, total employment is expected to increase by more than 300 regional jobs and \$21 million in wages and benefits.

Shipyards & Services

SHIPYARD:

Ships are built and repaired.

DRY DOCK:

Narrow basin or vessel that is flooded to allow a load to be floated, then drained to allow load to come to rest on a dry platform. Only one vessel can be accommodated within a dry dock.

HAUL-OUT WITHOUT MOBILE LIFT:

Boat hauled out with a trailer that backs into the water. Boat is secured onto the trailer and pulled out of the water. Typically requires eight people, one day of prep, ½ day to haul and ½ day to return boat to water.

HAUL-OUT WITH MOBILE LIFT:

Boat is secured to hoist system, lifted out of water and transported to work area. Typically requires three people and one hour.



Given the economic benefits expected in the region from the purchase of the mobile lift, there is a demonstrable and imperative need for public investment. *In a statement prepared for a 2019 hearing on the U.S. Maritime and Shipbuilding Industries "Strategies to Improve Regulation, Economic Opportunities and Competitiveness", it was noted that significant public/government subsidies are crucial in shipyard profitability and a key reason for international shipyard advantage.* In addition to financial necessity, public investment signals an important dimension of community investment. The maritime industry is a mainstay of the North Coast and the greater Pacific Northwest economy and public investment in shipyard operations, particularly those that promote new and more efficient technologies and allow for greater environmental standards, not only supports local businesses, but also lays the foundation for sustainability and innovation development in the region's maritime economy.

Within the first year of mobile lift operation, Hyak will be able to provide haul-out services to 13% of Oregon and Washington's tugboat fleet every year and by 2030 it will be able to provide haul-out to 25% of the fleet every year. Given new requirements for towing vessels to be hauled-out every 2.5 years for Coast Guard mandated inspection, this service will be critical to the region's fleet. Hyak's mobile lift would primarily serve the 488 tugboats and push boats located in the Pacific Northwest, but could provide service to the other small and medium commercial vessels, including Coast Guard, commercial fishing, and passenger vessels too large for existing lifts.² Currently, any vessels larger than 660-tons must either seek limited haul-out services in California, Washington, Canada or beyond or must experience several months of repair delays, forcing fleets to change their regular operating schedules.

Hyak's proposed mobile lift reintroduces foundational maritime infrastructure to the Pacific Northwest and thereby brings much needed capacity and services to commercial vessels in the PNW. With greater operational capacity and state-of-the-art infrastructure, the mobile lift will also contribute to the resiliency of the region's supply chains, emergency management and national security.



An aerial photograph of a river, likely the Columbia River, showing a dam structure in the middle ground and industrial buildings or barges near the shore. The river flows from the top left towards the bottom right. The sky is clear and blue.

Industry Overview

The U.S. transportation system is comprised of a delicate balance between roads, rail, air and maritime, four sectors that serve both industrial/commercial freight traffic as well as household and tourist travel. Maritime transportation, the network of infrastructure and services that allow for the movement of goods and people through waterborne transportation, is the least visible to most U.S. residents but just as critical as roads, rail and air transportation. For perspective, more than 70% of total end to end international supply chain transportation occurs over water.

Nearly every U.S. industrial sector is dependent on maritime services for the flow of materials and goods to and from their operations. Domestically, maritime services along the nation's navigable waterways, including rivers and coastal routes, are responsible for the survival of our energy, farm and food, and construction sectors. The Pacific Northwest's coastal routes and the Columbia River, the only significant navigable waterway on the west coast, play a significant part in our regional and national economy. Over 56 million tons of freight pass through the Columbia every year carrying products such as energy, food and farm, building materials, machinery and finished goods.³ The Columbia River alone facilitates over \$21 billion of economic activity from foreign trade on an annual basis.⁴

Not only is maritime transportation the most cost-effective mode of transportation for large volumes and long distances, but it is also the safest and most fuel-efficient means of freight transportation. For every nearly 700 injuries from trucking accidents, there is only one in maritime travel. Similarly, for every one tow and barge carrying goods, over 500 trucks are not required to travel on our highways.⁵

The maritime industry and its continued existence is completely dependent on shipbuilding and repair services located at private shipyards and public ports. The typical shipyard activities include ship construction, repair, conversion, alteration, regulatory inspections, as well as the production of prefabricated ship and barge sections and other specialized services. Shipyards depend on manufacturing and other facilities outside of the shipyard, which provide parts and services for shipbuilding activities within a shipyard.⁶

From data recorded in 2019, the nation's 154 private shipyards still capable of building ships, located on the east and west coasts as well as along major navigable waterways, provide more than 107,000 jobs and contribute \$9.9 billion in labor income to the national economy. On a nationwide basis – including direct, indirect, and induced impacts – the industry supports 393,390 jobs, \$28.1 billion in labor income, and \$42.4 billion in GDP.⁷ *In Oregon, Washington and Alaska, there are twelve shipyards capable of building ships.⁸ Shipyards in the Pacific Northwest employ nearly 4,500 and contribute \$440 million in labor income and are responsible for \$1.2 billion in direct, indirect, and induced labor income.⁹*

The most common customers of shipyards are the U.S. Navy, U.S. Army, and U.S. Coast Guard, commercial vessels, yachts as well as other larger recreational boats. The U.S. Navy accounts for the majority of demand for shipbuilding industry products. Moreover, approximately

76.7% of the maritime industry's revenues were derived from the routine repairs and maintenance of maritime vessels.

Given the importance of maritime transportation and the critical role of shipyard services, the current trajectory of closures and consolidation poses significant risk to local and national economic activity. For example, between 1953 and 2016, the number of major U.S. shipyards declined from thirty to six.¹⁰ This astounding collapse was years in the making, but many in the industry point to the removal in 1981 by President Ronald Reagan of a long-standing federal program which provided direct construction subsidies without a complementary demand that Asia and Europe also remove their extensive shipbuilding subsidies.¹¹ Since that time, the U.S. shipbuilding and ship repair industries have been competing with subsidized foreign companies.



As a result, tens of thousands of skilled and high paying American jobs have been lost. U.S. commercial shipbuilders, once the world's leaders, now account for less than one percent of the global market.¹²

A 2018 interagency task force formed by the White House found that there are numerous challenges to what's left of the shipbuilding sector, including boom-and-bust demand cycles, skill shortages and a fragile supply chain. For instance, only one domestic forge remains that can make large propeller shafts for oceangoing vessels.¹³

What the industry is facing is indicative of what has unfolded in many domestic, often natural resource based, industries with exposure to competition from global trade, under investment in public infrastructure and to our shifting perspective on environmental stewardship. Today, the shipbuilding and repair industry is still confronting a trajectory of decline and atrophy and attempts to compete with low-cost foreign competitors (including heavily subsidized, state-owned fleet operators) has led to countless shipyard mergers, acquisitions, and closures.¹⁴

The Pacific Northwest maritime industry has not been immune to these larger industry trends. Oregon and Washington have seen 16 shipyards cease operations within the last 15 years. Several factors have contributed to shipyard closures including bankruptcy, high costs, company consolidation/acquisitions and surrounding land development pressures. Nearly every year for the past decade and a half has marked the loss of a small to medium-size shipyard.

Environmental Regulations

Alongside competitive pressures, the costly nature of increasing environmental regulations is changing the financial incentives of ship operators to seek more regular servicing involving either haul-out services or dry docking.

Environmental regulations applicable to the maritime industry are increasingly requiring more stringent and specialized inspections and demanding vessel and equipment alterations. The U.S. Coast Guard's implementation of Subchapter M has had significant impact on the commercial towing vessel industry, requiring vessels to be hauled out of water for inspections and maintenance no more than every 30 months.¹⁵

However, due to the decline in shipyards in recent decades, current shipyard dock availability cannot accommodate the increase in mandatory haul-out service on top of already backlogged emergency service requests. The issue is no different for the Pacific Northwest, only six facilities in the region have the capacity to service haul-out needs with lifts ranging from 330 to 750-ton capacity. There is zero capacity for boats needing haul-out capacity above 700 tons, forcing larger vessels to go elsewhere or absorb long-wait times. Both scenarios are leading to increased business risk, lower production and higher costs.

Other federal and state regulations to limit emissions and reduce environmental impacts are or will be impacting the maritime industry's demand for haul-out service. Regulations, such as the EPA and California Air Resources Board's Tier 4 or Zero-Emission measures, are likely to become standard for vessels traversing U.S. coasts or inland waterways. Tier 4 standards provide a comprehensive national program to reduce emissions from nonroad diesel engines by integrating engine and fuel controls as a system to gain the greatest emission reductions.¹⁶ To meet these Tier 4 emission standards, engine manufacturers will produce new engines with advanced emission control technologies applicable to new engines found in off-road equipment including construction, mining and agriculture equipment, **marine vessels and workboats**, locomotives and stationary engines.

Maritime industry insiders expect that the U.S. Coast Guard will implement additional regulation on vessels in the next five years, spurring even more demand for dock space and expert trades to perform specific maintenance review requirements. Vessel owners and operators acknowledge how the new regulation is driving out older technology and prompting growth opportunities for the new shipbuilding markets - a source of growth that would support and be facilitated by Hyak.

Case Study

Impacts on Trucking Industry due to new Environmental Regulation

In the last two years, California, Oregon, Washington, New Jersey and Massachusetts have approved rules requiring new trucks sold to be zero-emission starting in 2025. These six states cite achieving zero-emission technology in the transportation sector as one of their highest policy priorities. These rules are already being established for vessels traveling in coastal and inland waterways.

IMPACTS

- Demand for truckyard/shipyard services
- New engine technologies & demand for new skills in workforce
- Demand for renewable fuels
- Demand for engine alterations/conversions in older engines

Oregon Maritime Industry Opportunity: Hyak

The Pacific Northwest maritime industry is defined by the extensive network of transportation vessels along the Columbia River and traversing the Pacific Ocean, comprising Coast Guard boats, tug and barge vessels, cruise ships and commercial fishing vessels.

Clatsop County, positioned at the mouth of the Columbia River where inflow and outflow vessel traffic is consistent and valuable, is an ideal geographic location for maritime services.¹⁷ Despite the high volume of vessels and economic activity, there are currently only six Oregon shipyard facilities that can perform haul-out services and none that can accommodate vessels greater than 660 tons. The region's lack of shipyard services capable of accommodating the tug and tow fleet, numbering at 488 in the Pacific Northwest, poses a significant reduction and loss of economic activity for Oregon's shipyards.

Until its closure in 2017, vessels in the region could be serviced by Astoria Marine Construction Company (AMCCO). However, indicative of shipyard operations across the Pacific Northwest, the company closed its doors due to higher costs, the burden of a changing environmental landscape and shifting market forces within the industry. According to industry insiders, the closure of AMCCO marked a momentous shift in Oregon's maritime economic landscape, signaling a decline in shipyard capacity and jeopardizing the prominent role Astoria had in the shipbuilding and repair industry.

Interviews with regional fleet owners revealed that ships traversing and ported in Oregon and Washington are now forced to travel considerable distances, including to Alaska, and in some cases Canada, due to the lack of robust servicing options in the immediate Columbia River region. Faced with long servicing wait times and the continued closures of regional shipyards, vessel owners and repair businesses are facing higher costs associated with the travel time spent and fuel used to accommodate trips to farther shipyards would be significantly reduced and would be recaptured by Hyak and other local vendors. This phenomenon of "economic leakage" of the regional maritime customer base is a considerable missed opportunity for local vessel owners, for shipyards and for the complementary maritime businesses providing materials and services.

In the immediate future, just a decade or less, the shipyard industry points towards one of continued business consolidation and shrinking service diversification. As described by a PNW-based cruise line operator, the Northwest shipyard market is comprised of a variety of vessel types that each require a different scale, intensity and frequency of shipyard services. As shipyard operations consolidate and consequently reduce the number and array of shipyard services and infrastructure available, small to medium vessels will be pushed further out of the market and the Northwest will continue to lose critical local and diversified businesses. Larger shipyards will continue to capitalize on the shrinking options for vessels of all sizes, without having to amend their pricing model.

In the Pacific Northwest, dry docks remain the primary haul-out option, often characterized by their aging quality and inherent lack of environmental compliance with no option but to dispose of refuse directly into the water.

While “clean” machinery is not yet an industry mandate, the proposed all-electric mobile lift with accompanying environmentally secure upland workpads at Hyak puts Oregon in an ideal position to support maritime compliance with environmental regulations. Given the pace of regulatory changes that has been observed in the trucking and shipping industry, the decision

to proactively invest in environmentally compliant infrastructure supports high environmental standards within the regional maritime industry and proactively incorporates sustainable operations at Hyak, and consequently, their lift users.

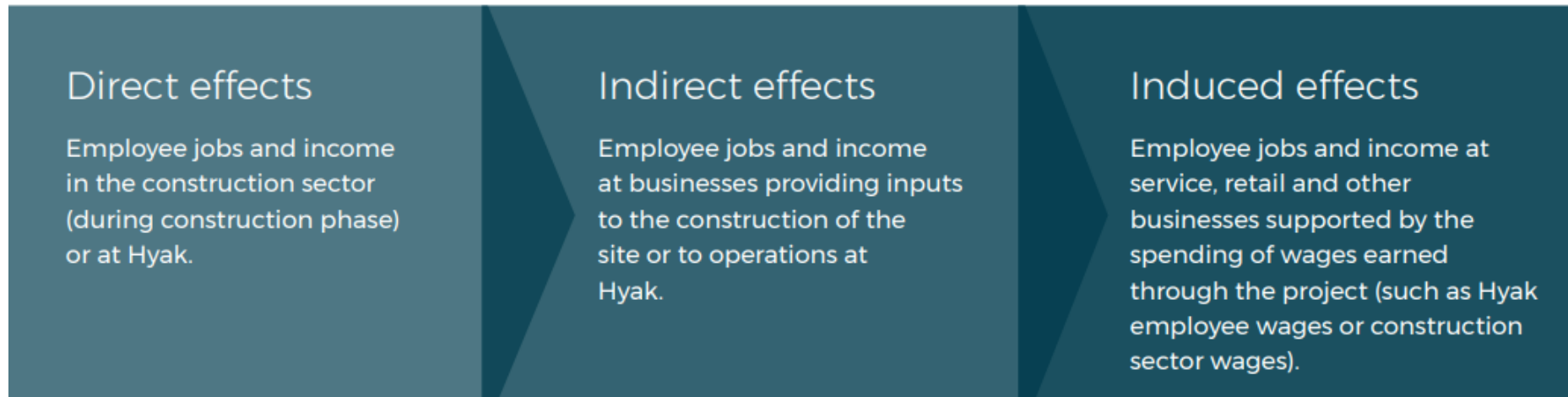
As environmentally conscientious technology is increasingly prioritized and required in the transportation and trade industry, Hyak’s proposal for an all-electric lift positions Oregon’s North Coast maritime industry overall to perform at a more sustainable and competitive level among users and in the long run.

¹⁷ Over \$21 billion in cargo value travels on the Columbia River. Columbia-Pacific EDD. “Kate Mickelson-Columbia Steamship Operators Association.” Interview. 4 Feb. 2022.

Potential Economic Impact of Hyak's All-Electric Mobile Lift

Among industry representatives interviewed for this study, the overwhelming opinion was that the installation of a 1500 metric ton mobile lift in Astoria, Oregon would add much needed shipyard repair capacity and contribute significantly to the regional economy through jobs created and local spending spurred by on-site operations.

This analysis estimates the annual total economic contribution, in terms of jobs and income supported, of the proposed project to the Clatsop County economy during both construction and at full operation. Total economic contribution includes not just the direct jobs and income at Hyak, but also jobs and income supported throughout other, linked sectors in the Clatsop County economy. Specifically, total economic contribution includes direct, indirect, and induced effects.



The total economic contribution of the project was estimated using a 2019 IMPLAN model of the Clatsop County economy, a standard economic model used for estimating economic contribution. While many jobs and income supported by the project are expected to be in Clatsop County, jobs and income are likely to also benefit residents of other nearby Oregon or Washington counties. Employment impacts presented below are full and part-time jobs supported by the project. Income impacts include total labor income supported by the project, including wages and benefits to employees and proprietors, expressed in 2022 dollars.

Total economic impacts expected during the next two years, by the time the mobile lift is operational and within five years after operation:

- Total site investment of \$35 million at Tongue Point.
- Hyak is committed to using local suppliers and contractors for construction and materials. Upfront and operational investment in the mobile lift will generate \$19 million in local business spending, equating to 76% of total lift investment/expenditure being local suppliers/services.
- Temporary construction employment estimated at 135 on-site jobs with indirect and induced jobs totaling an additional 40 jobs. Total construction employment is estimated at 175 jobs with an estimated \$9.5 million in short-term Clatsop County labor income.
- An additional 51 full-time jobs at Hyak with annual average salaries of \$78,400, resulting in \$6,086,340 in total payroll. By year five, the on-site workforce is expected to grow to 126 jobs (equating to \$11.3 million in total payroll).
- Local and state annual tax revenue collection will increase by close to \$400,000 in 2025 and by nearly \$700,000 in 2030.
- Indirect and induced employment in Clatsop County is expected to result in 90 additional employees equating to \$4.6 million in total annual payroll.
- Indirect and induced employment in other counties in Oregon and Washington is expected to increase by as much as 100 additional employees as a result of the project within the five years after installation.
- Due to indirect and induced employment, local and state annual tax revenue collection will increase by more than \$900,000 by 2030.
- By year five, total employment is expected to increase by more than 300 regional jobs and \$21 million in wages and benefits.
- Within the first year of mobile lift operation, Hyak will be able to provide haul-out services to 13% of Oregon and Washington's tugboat fleet every year and by 2030 it will be able to provide haul-out to 25% of the fleet every year. Given new requirements for every 2.5 year haul-out for Coast Guard mandated inspection, this service will be critical to the region's fleet.

Thank you to our partners for their contribution to this study

American Cruise Lines
American Waterways Operators
Bill Cook
Business Oregon
Clatsop Economic Development Resources
Coast Diesel
Columbia River Pilots
Columbia Steamship Operators Association
Cook Inlet Tug & Barge
D Borders Diesel
Dave Harlan
Derecktor Shipyards

Englund Marine & Industrial Supply
Foss Maritime
Fred Wahl Marine Construction
U.S. Job Corps at Tongue Point
Pacific Northwest Waterways Association
Port of Astoria
Port of Toledo
Sause Bros.
Seaview Shipyard
Shaver Transportation
WCT Marine

PO Box 1535 St Helens Oregon 97051 | www.nworegon.org



Questions?

Scheduled Enterprise Zone Sponsor Meetings

City of Astoria – October 17th

Clatsop County – October 26th

Port of Astoria – November 1st

City of Warrenton – November 22nd

AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE ABATEMENT

This agreement for Long-Term Rural Enterprise Zone Tax Abatement ("Agreement") is executed by and among CLATSOP COUNTY, OREGON ("Clatsop County"), the CITY OF ASTORIA, OREGON ("City of Astoria"), the CITY OF WARRENTON ("City of Warrenton"), the PORT OF ASTORIA ("Port of Astoria") and WCT Marine & Construction ("WCT"), herein collectively referenced in this Agreement as "Parties."

RECITALS

Clatsop County, the Port of Astoria, the City of Warrenton and the City of Astoria are Sponsors of the Clatsop County Enterprise Zone pursuant to Oregon Revised Statute (ORS) 285C.045, *et seq.*

With the aid of tax incentives from the Sponsors, WCT, intends to lease new and redeveloped property from Hyak Tongue Point LLC (Hyak) located at 300 Railroad Way, Astoria, OR in the Clatsop County Enterprise Zone. The investment in new and redeveloped property is approximately \$22,000,000.00 with a projected in-service date of August 1, 2024.

NOW, THEREFORE, in recognition of the foregoing recitals, in consideration of the covenants contained herein, and in accordance with ORS 285C.400 through 285C.420, the Parties hereby agree as follows:

AGREEMENT

- I. **Exemption:** The Sponsors jointly acknowledge and agree that, upon timely submission by WCT of an application for certification, and upon certification by the Sponsors and the Clatsop County Assessor, and conditioned upon the satisfaction of other requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility will be exempt from *ad valorem* property tax on the Facility as provided in ORS 285C.409(1). The property tax exemption granted by this Agreement will to the maximum extent permitted by this law exempt from all *ad valorem* property taxation the real property improvements, personal improvements, and tangible and intangible personal property (excluding land, as set forth in ORS 285C.409(5)(a)) comprising or installed, constructed, added or otherwise placed at the Facility, all as set forth in ORS 285C.409 and OAR 123-690-0100 and 123-690-6200.
- II. **Term of Exemption:** Pursuant to ORS 285C.409(1)(c), and conditioned upon the satisfaction of other requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility will be exempt from *ad valorem* property tax for a total of 15 consecutive property tax years ("Exemption Period") and shall commence as of the first tax year in which the Facility is in service as of the assessment date.
- III. **Scope of Exemption:** Pursuant to ORS 285C.409(1)(a) and (b) and subject to Section I, WCT is entitled to exemption from *ad valorem* property tax with respect to all qualified property leased from Hyak and used in connection with the redevelopment of the property.
- IV. **Obligations of WCT:** WCT will comply with the following conditions as certified under ORS 285C.403(3)(c), which constitutes consideration for the extension of the

exemption beyond seven years:

- A. **Statutory and Administrative Requirements:** WCT agrees to comply with the requirements of ORS 285C.409 and 285C.412(2) as well as those provided in Oregon Administrative Rules ("OAR") Chapter 123, Division 690, including:
 - 1. **Minimum Facility Investment:** As provided in ORS 285C.412, by the end of the year in which the Facility is placed in service, the total cost of the facility will be approximately \$22,000,000.00.
 - 2. **Minimum Employment:** At the time of application, WCT employed an annual average of 22 employees. WCT will hire 50 additional employees and thereafter continue to employ during the term of this exemption at least 72 full-time employees at the Facility by the end of the third calendar year following the year in which the Facility is placed in service.
 - 3. **Minimum Employee Total Compensation:** WCT agrees that the annual average total compensation for all of WCT employees at the new Facility will be at least equal to or greater than 130 percent of the [Clatsop County average annual wage](#), in accordance with the definitions and guidelines in OAR Chapter 123, Division 690. This requirement may be initially met in any year during the first five years after the year in which operation of the Facility begins, and thereafter is met if the annual average total compensation is equal or greater than in the year this requirement was initially met.
 - 4. **Minimum Employee Wage:** WCT agrees that the average annual wage for all employees at the new Facility will be at least equal to or greater than the [then-current Clatsop County average annual wage](#), in accordance with the definitions and guidelines in OAR Chapter 123, Division 690.
 - B. **Community Benefit:** The Sponsors are not imposing additional requirements under ORS 285C.403(2)(e) and (3)(c).
- V. **Obligations of Sponsor:** Sponsor will comply with the following conditions:
- A. **Resolutions:** Within 30 days of the Effective Date (as that capitalized term is defined below), the governing body of Clatsop County and of the City of Astoria will adopt resolutions approving and certifying the execution of this Agreement. Such resolutions will serve to approve the Facility for a property tax exemption under ORS 285C.409 and constitute the resolutions described in ORS 285C.403(3)(a).
 - B. **Certification:** Within 30 days of satisfaction of the criteria set forth under ORS 285C.403(3), Sponsor and the Assessor will approve and countersign the application submitted by WCT, thereby certifying WCT as eligible for the property tax exemption contemplated by this Agreement.

- C. **Tax Exemption:** Sponsor hereby sets the period of the property tax exemption for purposes of ORS 285C.409(1)(c) to be 15 consecutive years.
- D. **Sponsor Support:** Sponsor will support WCT in WCT's efforts to qualify for and obtain other tax incentives in connection with the Facility, including by promptly executing such letters or other documentation of support as may be reasonably requested by WCT, but Sponsor makes no warranty with respect to its ability to affect any outcome in such regards.

VI. **Termination Rights:** Each party may terminate this Agreement as follows:

- A. **WCT Termination Right:** If any condition contained in the Agreement fails to be satisfied for any reason, WCT may elect to terminate this Agreement by delivery of written notice thereof to Sponsor. Upon delivery of any such notice, this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the date of termination.
- B. **Sponsor's Termination Right:** If WCT fails to fulfill any Statutory obligation of this agreement within 30 days of written notice specifying the obligation which is in default, Sponsor may terminate the Agreement upon written notice to WCT. Such written notice, however, must provide an additional 60 days in which WCT may cure any such deficiency or default. Upon the expiration of the 60 days, this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the date of termination, and all aspects of the Facility will become subject to the usual *ad valorem* property tax.
- C. **Mutual Termination Right:** The parties may terminate this Agreement at any time upon mutual written agreement of termination.

VII. **Miscellaneous Provisions:**

- A. **Effective Date:** This Agreement becomes effective on the date at which this Agreement has been signed by all of the Parties.
- B. **Assignment:** WCT may assign, upon written notice and authorization in the name of the assignee, its rights and obligations under this Agreement to a new entity without any further consent of Sponsor.
- C. **Amendment:** This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.
- D. **Waiver:** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof.

- E. Severability:** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- F. Governing Law:** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- G. Venue:** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Clatsop County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Clatsop County, Oregon.
- H. Attorney's Fees:** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- I. Entire Agreement:** This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.
- J. Signatures:** This Agreement may be signed in counterparts. A fax or electronic transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the date shown below.

**CLATSOP COUNTY
BOARD OF COMMISSIONERS**

Name, Title

Date: _____

Attest:

Recording Secretary

CITY OF ASTORIA

Name, Title

Date: _____

Attest:

City Recorder

CITY OF WARRENTON

Name, Title

Date: _____

Attest:

City Recorder

PORT OF ASTORIA

Name, Title

Date: _____

Attest:

Recording Secretary

WCT Marine & Construction, Inc.

Name, Title

Date: _____

Attest:



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: City Manager, Esther Moberg
DATE: November 22nd, 2022
SUBJ: VFW Grant authorization

SUMMARY

While the City of Warrenton is in the process of transferring the former Hammond City Library property to the VFW, both the VFW and City of Warrenton may be considered co-grantees on any upcoming grants the VFW may apply for.

The City Manager, upon the request of the VFW group, is asking that the City Commission give the City Manager the authority to approve upcoming grants the VFW may pursue in the next three years for the purpose of restoration and rehabilitation of the former Hammond Library Building. At no time will this include matching grants or the use of City funds.

The intent is for the Fort Stevens 10580 VFW Auxiliary to move forward in a timely manner with the pursuit and application of specific grants for the restoration and rehabilitation of the former Hammond Library building, understanding that grant deadlines may not always match upcoming City Commission meetings.

Approving this motion would give the City Manager authority to approve the VFW moving forward with grant applications strictly for restoration and rehabilitation of the currently city owned building. Once any grants are awarded or won, the City Commission would be kept updated.

RECOMMENDATION/SUGGESTED MOTION

"I move to give the City Manager the authority to approve upcoming grants the Fort Stevens 10580 VFW Auxiliary may pursue in the next three years for the purpose of restoration and rehabilitation of the former Hammond Library Building."

ALTERNATIVE

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

FISCAL IMPACT

No fiscal impact.

Approved by City Manager: _____

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



Fort Stevens 10580 VFW Auxiliary
PO Box 233
Warrenton, Oregon 97146

MEMORANDUM

To: Esther Moberg, City Manager
City of Warrenton

From: Debbie Little, President
Fort Stevens 10580 VFW Auxiliary

November 10, 2022

It is the intent of the Fort Stevens VFW Post and Auxiliary to apply for grants through the city for the restoration and rehabilitation of the Hammond Library Building. Grants will be applied for during the rehabilitation of the building. At no time does the VFW intend to apply for matching grants through the city.

Fort Stevens VFW will advise the city of grant opportunities they plan to apply for through the city, prior to submitting the application via email to the City Manager.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 Mayor, Henry Balensifer
 City Manager, Esther Moberg

FROM: Brian Alsbury, Fire Chief

DATE: November 22, 2022

SUBJ: OSFM Grant Application Type 6

SUMMARY

Warrenton Fire Department would like to apply for a Response Ready Oregon fire grant through the office of the Oregon State Fire Marshal. This program will purchase and strategically place new firefighting equipment across the state. The OSFM is purchasing type 3, type 6, and tactical tenders intended to assist local host agencies with keeping fires small and away from communities.

Access to the urban interface areas of Warrenton can be challenging and sometime near impossible. With the help of the OSFM office, Warrenton Fire Department will be better equipped to protect Warrenton's tuff to access areas. Delora Beach, Fort to Sea Trail, Fort Stevens, and the IDO's of homes intermixed with wildland areas are risk to wildfire, wildfire that have potential to grow at an alarming rate due to the current weather trends.

This is a non-matching grant and Warrenton Fire would be responsible for preventive maintenance, repairs, and tire replacements as needed, OSFM will allocate \$3,500 per year, per vehicle to help off set these costs.

Vehicle that Warrenton Fire Department would request is the following-

Type 6 Urban Interface Engine

1 ton chassis

Fire Pump and Tank (250 Gallons)

All equipment, (tools, hose, ladders) will be provided by OSFM

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the fire department to apply for a Type 6 Engine from OSFM Office".

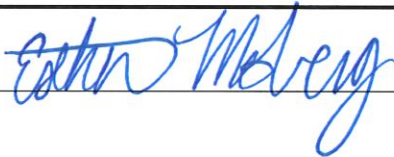
ALTERNATIVE

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

FISCAL IMPACT

Fire Department will budget for this expense in the FY 2022/2023 Budget.

Approved by City Manager: _____

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

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



ENGINE PROGRAM GUIDELINES

OSFM Engine Program Overview:

The Oregon State Fire Marshal ("OSFM") Engine Program was borne of SB762 (2021) and allows OSFM to procure fire apparatus to be strategically placed around the state with host structural fire agencies. These apparatus are intended to assist local host agencies with keeping fires small and away from communities. The program's intention is to increase response capacity at the local, regional, and statewide levels by supplementing available apparatus. Host agencies will not be required to respond to statewide mobilizations, provided OSFM apparatus are being used at the local and/or regional levels.

All OSFM apparatus will be equipped per the 2022 Oregon Fire Service Mobilization Plan for response in the wildland-urban interface. This equipment will become the property of the host agency. Apparatus must maintain appropriate equipment based on type per the current mobilization plan. The apparatus may be retrofitted or modified to meet agency needs (see Retrofitting below). Apparatus specifications were created by a committee of fire service members representing all regions in the state and are available upon request. The specifications were developed to meet the needs of the Oregon fire service as a whole.

Host Agencies:

Agencies selected to host an OSFM apparatus will be asked to agree to a 3-year commitment and to comply with the host agency requirements. Host agencies will need to sign an Intergovernmental Agreement ("IGA") with OSFM outlining all terms and conditions of hosting the apparatus.

Insurance Coverage – Host agencies will be required to provide insurance coverage for their OSFM apparatus. OSFM must be listed as an additional insured.

Preventative maintenance, repairs, and tire replacements – Host agencies will be required to provide all required maintenance and tire replacements (per DOT standards) for their assigned apparatus. Agencies will be reimbursed by OSFM up to \$3,500 a year per apparatus for maintenance and repairs.

Reimbursable maintenance includes, but is not limited to:

- oil changes
- safety inspections
- tire rotation/tread checks
- battery checks
- brake checks
- cabin, air, and fuel filter replacements
- transmission services
- annual pump testing
- repairs not covered by warranty



ENGINE PROGRAM GUIDELINES

Preventative maintenance will be conducted in accordance with the provided maintenance schedule and may only be performed by a certified mechanic (in-house or otherwise). All services must be documented at the host agency and available to OSFM upon request. Any repair of physical damage or mechanical breakdown required as the result of negligence or failure to follow host agency policies is not reimbursable.

If an OSFM apparatus is damaged while on a conflagration or state mobilization, OSFM will be responsible for repairs only if approved through the standard claims process in place. If the damages are not covered by OSFM's insurance claim, the host agency will be responsible for the damages.

Hardship – If a host agency is unable to pay for required maintenance or tire replacement outside of the reimbursable amount, they may request assistance from OSFM because of financial hardship.

Provided Equipment – All provided equipment on OSFM apparatus, including hose and ladders, will be the property of the host agency. Any equipment requiring regular testing or replacement will be the responsibility of the host agency. Apparatus must maintain appropriate equipment based on type per the current mobilization plan.

Storage and Readiness – Host agencies will be expected to store their OSFM apparatus indoors in a secure, climate-controlled environment. The apparatus must be maintained in a response-ready condition except while out of service for maintenance or repairs. Connection to shore power while parked will be required; connection to an air supply is preferred but not mandatory. If you cannot meet this requirement, there is a place in the application to provide an alternative storage and readiness plan.

Termination of Agreement - Host agencies may terminate their agreement after providing a ninety (90) day notice. Likewise, OSFM may terminate an agreement with a host agency after providing a ninety (90) day notice if the terms and conditions in the IGA are not met (host agency is unable to comply with maintenance or testing requirements; unable to provide insurance; unable to staff apparatus).

Allowable Uses of OSFM Apparatus by Host Agency:

Emergency Response - A host agency may deploy their assigned OSFM apparatus at their discretion. While designed for a wildland response, the apparatus may be used for any incident it can support. The apparatus may be used as a first-out engine or held in reserve at the host agency's discretion.



ENGINE PROGRAM GUIDELINES

Apparatus Coloring, Logo, and Numbering:

Apparatus Color – OSFM apparatus will be white with black and red striping.

Apparatus Logo – The apparatus will contain logos of the host agency and OSFM. The host agency logo will be displayed prominently.

Apparatus Numbering – The host agency will use their local numbering system to provide an apparatus number. OSFM will use an internal asset number for tracking purposes.

Retrofitting or Modifying OSFM Apparatus:

With prior OSFM approval, the host agency may modify compartments or correct defects on their assigned apparatus. Modifications or retrofitting must not hinder the apparatus from operating primarily as a wildland response apparatus. Any modification to the suspension or frame will not be permitted.

Mobilization Requirements:

State Mobilization – An agency is not required to mobilize to an OSFM request to host an OSFM apparatus. If a host agency mobilizes, their OSFM apparatus must be first-out or second-out to a mobilization if the OSFM apparatus meets the resource request.

Mobilization of an OSFM apparatus may be part of a county or multi-county task force or strike team consisting of apparatus owned by other agencies.

OSFM apparatus will be reimbursed at 50% of the appropriate rate in the Oregon Fire Service Mobilization Plan.

Apparatus Staffing – As with agency-owned apparatus, an OSFM apparatus may be mobilized to a state mobilization with personnel from agencies other than the host agency. Personnel time on a state mobilization will be compensated by OSFM per the Oregon Fire Service Mobilization Plan.

Mobilization Types – The mobilization types below are an inclusive list of the types of responses the OSFM apparatus may be mobilized to.

- Immediate Response
- Pre-positioning
- Conflagration
- Emergency Mutual Assistance Compact ("EMAC")



ENGINE PROGRAM GUIDELINES

Selection of Host Agencies:

Evaluation Process – Applications from potential host agencies will be scored and reviewed by members of the Engine Program Advisory Group (EPAG). EPAG members will include representatives from stakeholder groups and associations. The EPAG will recommend host agencies to the OSFM.

Timing of Selection – The application process is open until October 28th, 2022. Once final selections are made, an IGA will be completed with host agencies by April 30, 2023.

Ownership:

OSFM will retain ownership of the apparatus provided to local fire agencies under the OSFM Engine Program. All provided equipment will become the property of the host agency.

Training & Required Operator Certification:

Training – OSFM will provide initial apparatus training to host agencies. Each host agency is required to attend.

Operator Certification Requirements – Any operator certified by their agency may operate an OSFM apparatus. No additional certification is required.

Scheduled Inspections of Apparatus by OSFM:

OSFM may perform announced visits as deemed necessary to visually inspect assigned OSFM apparatus and to review maintenance records. Visits will be scheduled in coordination with the hosting agency to ensure minimal impact on operations.

Out-of-Service and Retired Apparatus:

Availability of Reserve OSFM Apparatus – If an assigned OSFM apparatus is taken out of service for any reason, OSFM will work with hosting agencies to ensure an assigned apparatus is returned to service as quickly as possible. OSFM will not have any reserve apparatus and there will not be an expectation for agencies to transfer their assigned apparatus to another agency to cover a shortage.

Retired Apparatus – OSFM apparatus retired from service will be subject to the Oregon Department of Administrative Service's (DAS) surplus equipment rules. Agencies may be able to purchase their assigned apparatus under the surplus process administered by DAS.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig, Public Works Director
DATE: November 22, 2022
SUBJ: Change Order #3 – Raw Waterline Replacement Project

SUMMARY

The Raw Waterline project was awarded to Big River Construction, Inc. and a notice to proceed was given on July 20th, 2022. Substantial completion was October 14, 2022. This change order includes labor and materials for adding restraints on the existing north section of ductile iron pipe after removal of the thrust block to connect the new HDPE pipe, removal and replacement of signs owned by L & C Timber Co, removal of three additional trees and an adjustment for reduction of fire watch days. This change order will increase the contract price by \$14,938.97.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the Change Order #3– Raw Waterline Replacement Project, to increase the contract price up to \$874,216.64, for restraints and fittings, sign removal and replacement, tree removal and adjustment of fire watch days."

ALTERNATIVE

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

FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2022-2023 Adopted Budget.

Approved by City Manager: Esther Moberg

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



Change Order No. 03

Date of Issuance: 11/04/2022	Effective Date: 11/04/2022
Owner: City of Warrenton, Oregon	Owner's Contract No.: 620094
Contractor: Big River Construction, Inc.	Contractor's Project No.: 22140
Engineer: Consor	Engineer's Project No.: 21-3108
Project: Raw Waterline Replacement	Contract Name: Raw Waterline Rep.

The Contract is modified as follows upon execution of this Change Order:

Description:

- CM-3: Remove, reinstall two (2) signs [Warning, Fire Conditions]
- CM-4: Remove additional three (3) trees
- CM-5: DIP Restraints for Existing Pipe/ North Connection (STA 10+00)
- CM-6: Adjustments for HDPE connection to existing 18" DIP
- Final Qty Adj: Adjustment of Pay Items for Final Installed Quantities

Attachments: Change Order No. 3 Breakdown of Items

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>818,110.00</u>	Original Contract Times: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
Increase from previously approved Change Orders No. <u>01</u> to No. <u>02</u> : \$ <u>41,167.67</u>	No Change from previously approved Change Orders No. <u>01</u> to No. <u>02</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>859,277.67</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
Increase of this Change Order: \$ <u>14,938.97</u>	No Change of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ <u>874,216.64</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days

<p style="text-align: center;">RECOMMENDED:</p> <p>By: <u></u> <div style="text-align: center;">Engineer</div> </p> <p>Title: <u>Senior Project Manager</u></p> <p>Date: <u>11/04/2022</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ <div style="text-align: center;">Owner (Authorized Signature)</div> </p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ <div style="text-align: center;">Contractor (Authorized Signature)</div> </p> <p>Title: _____</p> <p>Date: _____</p>
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**Raw Waterline Replacement
City of Warrenton
Change Order No. 3 - Breakdown of Items**

Change ID	Initiated By	Description	Contract Adjustment
CM-3	Contractor	Remove, reinstall two (2) signs [Warning, Fire Conditions]. The signs were not affected based on the design alignment of new waterline. Once the existing line was potholed and alignment of new waterline adjusted, the signs were in conflict with trench excavation. This change item includes material, equipment and labor for post excavation, foundation support, handling and erecting two (2) post-mounted signs at location indicated by Owner, Lewis & Clark Timber Co (Nuveen).	\$ 3,304.28
CM-4	Contractor	Remove additional three (3) trees. Based on the design alignment of new waterline, potentially impacted trees were identified for removal as part of the bid/contract. Once the existing line was potholed and alignment of new waterline adjusted, tree removal needs were reevaluated with reps from the Owner, Contractor, Engineer and Lewis & Clark Timber Co (Nuveen). The resulting impact was removal of 3 additional trees. This change item includes equipment and labor for cut, limb, transport and stockpile three (3) trees.	\$ 1,247.81
CM-5	Contractor	DIP Restraints for Existing Pipe / North Connection (STA 10+00). The existing piping configuration based on the design alignment (City drawings) were different than that discovered in the field. Piping restraint requirements for this new configuration were evaluated and conveyed to the Owner and Contractor via Memo from Engineer dated 09/23/22. The consensus was to pursue installation of harness restraints on the existing ductile iron pipe just beyond connection with the new HDPE pipe. This change item includes material, equipment, labor for installing three (3) harness restraints on the existing DI pipe as indicated by Engineer.	\$ 16,353.52
CM-6	Contractor	Adjustments for HDPE connection to existing 18" DIP. The existing 18" DIP from the impoundment was discovered to be at deeper depth and horizontal configuration than what was shown in the design plans. To make the necessary vertical adjustment for connecting the existing 18" DIP to the new 24" HDPE waterline, additional materials were needed. Those materials included 18" DI bend (45d), Foster adapter and restraints. This change item includes material only; equipment/labor for making the connection is allocated under the approved Contract.	\$ 10,058.15
Final Qty Adj	Engineer	Adjustment of Pay Items for Final Installed Quantities. The Contractor's Pay Application No. 4 that was submitted delineates all pay items are complete. One pay item must be reconciled for unused quantities. Pay Item 20 (Fire Watch) had a Contract Quantity of 45 Days. Only 22 Days were used. The difference between the Contract Amount and Installed Amount is 23 Days. At the Unit Price of \$696.73 per Day, the Contract will be reduced by \$16,024.79.	\$ (16,024.79)
Change Order No. 3 Total			\$ 14,938.97

CM-3

3 Reinstall Signage

Material:

3/4"-0"
Concrete

1	LS	Quant	Unit	Unit Price	Total
15	TN *			\$ 14.95	\$ 224.25
3	CY *			\$ 200.00	\$ 600.00
sub total					\$ 824.25

Equipment:

Excavator JD 50

Quant	Unit	Unit Price	Total
5	HR *	\$ 62.70	\$ 313.50
sub total			\$ 313.50

Labor:

Operator
Laborer

Quant	Unit	Unit Price	Total
5	HR *	\$ 75.00	\$ 375.00
10	HR *	\$ 55.00	\$ 550.00
sub total			\$ 925.00

Sub & Misc.:

Solo
Vac Truck

Quant	Unit	Unit Price	Total
1	HR *	\$ 120.00	\$ 120.00
2	HR *	\$ 300.00	\$ 600.00
sub total			\$ 720.00

NOTES: Reinstall two signs (fire conditions, and warning sign) as directed. Vac sign post holes (total of 4), use machine to transport existing sign and reinstall, concrete for posts and gravel backfill for restoration.

Cost		\$ 2,782.75
Markups		
<i>Materials</i>	17%	\$ 140.12
<i>Equipment</i>	17%	\$ 53.30
<i>Labor</i>	22%	\$ 203.50
<i>Subcontractor</i>	8%	\$ 57.60
Total		\$ 454.52
Add-On		
Bond	1.5%	\$ 48.56
OR Serv. Crg.	0.570%	\$ 18.45
Total		\$ 67.01
Grand Total		\$ 3,304.28

CM-4

4 Additional Tree Removal

Equipment:

Excavator JD 250

1	LS				
Quant	Unit		Unit Price		Total
3	HR	*	\$ 100.00		\$ 300.00
sub total					\$ 300.00

Labor:

Operator
Laborer

Quant	Unit		Unit Price		Total
3	HR	*	\$ 75.00		\$ 225.00
6	HR	*	\$ 55.00		\$ 330.00
sub total					\$ 555.00

Sub & Misc.:

Solo

Quant	Unit		Unit Price		Total
1.5	HR	*	\$ 120.00		\$ 180.00
sub total					\$ 180.00

NOTES: Removed an additional 3 trees beyond the ones shown on the plans. During site survey and layout of the proposed raw water line we encountered several areas where trees were flagged and deemed to be removed. Cut, limb, buck to length, stockpile at end of project for timber company to claim.

Cost		\$	1,035.00
Markups			
<i>Materials</i>	17%	\$	-
<i>Equipment</i>	17%	\$	51.00
<i>Labor</i>	22%	\$	122.10
<i>Subcontractor</i>	8%	\$	14.40
Total		\$	187.50
Add-On			
Bond	1.5%	\$	18.34
OR Serv. Crg.	0.570%	\$	6.97
Total		\$	25.31
Grand Total		\$	1,247.81

CM-5

5 Ductile Iron Restraints

	1	LS					
Material:	Quant	Unit		Unit Price		Total	
3/4"-0"	45	TN	*	\$ 14.95	\$	672.75	
24" Megalug DI Restraint	1	LS	*	\$ 6,946.46	\$	6,946.46	
	sub total					\$	7,619.21
Equipment:	Quant	Unit		Unit Price		Total	
Excavator JD 50	10	HR	*	\$ 62.70	\$	627.00	
	sub total					\$	627.00
Labor:	Quant	Unit		Unit Price		Total	
Operator	10	HR	*	\$ 75.00	\$	750.00	
Laborer	20	HR	*	\$ 55.00	\$	1,100.00	
Supervisor	5	HR	*	\$ 80.00	\$	400.00	
	sub total					\$	2,250.00
Sub & Misc.:	Quant	Unit		Unit Price		Total	
Solo	3	HR	*	\$ 120.00	\$	360.00	
Vac Truck	10	HR	*	\$ 300.00	\$	3,000.00	
	sub total					\$	3,360.00

NOTES: Existing Raw Waterline beyond the North connection was found to be Ductile Iron Pipe instead of HDPE as shown. Install Ductile Iron Restraints on 3 existing ductile iron joints per directions.

Cost			\$ 13,856.21
		Markups	
<i>Materials</i>	17%	\$	1,295.27
<i>Equipment</i>	17%	\$	106.59
<i>Labor</i>	22%	\$	495.00
<i>Subcontractor</i>	8%	\$	268.80
Total		\$	2,165.66
		Add-On	
Bond	1.5%	\$	240.33
OR Serv. Crg.	0.570%	\$	91.32
Total		\$	331.65
Grand Total			\$ 16,353.52



DUPLICATE
INVOICE

Invoice # R707916
Invoice Date 10/07/22
Account # 147332
Sales Rep RORY LAPPING
Phone # 719-576-8588
Branch #520 Colorado Springs, CO
Total Amount Due \$2,398.82

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

BIG RIVER CONSTRUCTION INC
ACCOUNTS PAYABLE
35064 HWY 101
ASTORIA OR 97103 5532

Shipped To:
35064 HWY 101 BUSINESS
ASTORIA, OR

CUSTOMER JOB- 22140 RAW WATERLINE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 10/04/22 Date Shipped 10/06/22 Customer PO # 22140 Job Name RAW WATERLINE Job # 22140 Bill of Lading Shipped Via UPS GROUND Invoice# R707916

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21AMF8241124HD	24 MEGALUG HARNESS F/DI 1124HD (PACKAGED JT RESTRAINT) W/ACC SPLIT FOR EXISTING LINE	1	1		2023.82000	EA	2,023.82

Freight \$375.00
Delivery
Handling
Restock
Misc
Terms: NET 30
Ordered By: RYAN

Subtotal: 2,023.82
Other: 375.00
Tax: .00
Invoice Total: \$2,398.82

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

Run Date: 10/26/22

Preshipment Notification



Customer #	147332
Order #	R726095
Date Ordered	10/06/22
Job #	22140
Job Name	RAW WATERLINE
Purchase Order #	22140
Method of Shipment	DIRECT
Contract Order #	R148364
Ordered By	RYAN
Ship Via	

Sold To:
 BIG RIVER CONSTRUCTION INC
 LAKE OSWEGO
 ACCOUNTS PAYABLE
 35064 HWY 101
 ASTORIA, OR 97103 5532

Ship To:
 BIG RIVER CONSTRUCTION INC
 35064 HWY 101 BUSINESS
 ASTORIA, OR 97103

Branch:
 VANCOUVER WA
 Branch - 307
 9115A NE 117th Ave
 Vancouver, WA 98662
 Phone: 360-256-6151

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty E/O	Net Price	UOM	Ext Price
	21AMF8241124HD	24 MEGALUG HARNESS F/DI 1124HD (PACKAGED JT RESTRAINT) W/ACC SPLIT FOR EXISTING LINE	2		2	2023.82000	EA	.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:
 WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D
 BID # 2329830 C/O # R148364
 BID NM: RAW WATERLINE REPLACEMENT

Total Shipped:		.00
Total Ordered:	4047.64	
Tax Amount:	.00	.00
Other Charges:	500.00	500.00
Total:	4547.64	500.00

CM-6

6 Extra Parts

Material:

Pipe Parts and Fittings

1	LS				
Quant	Unit		Unit Price		Total
1	LS	*	\$ 8,422.37	\$	8,422.37
0		*	\$ -	\$	-
0		*	\$ -	\$	-
0		*	\$ -	\$	-
0		*	\$ -	\$	-
sub total				\$	8,422.37

NOTES: Additional Parts COR-

Parts to connect existing 18" ductile iron line to new proposed 24" HDPE line, existing 18" grade differed from proposed 24" elevation. 18" DI 45 degree Bends, Foster Adapter, Resraints, HDPE Spacers required longer bolts and gaskets

Cost		\$	8,422.37
Markups			
<i>Materials</i>	17%	\$	1,431.80
<i>Equipment</i>	17%	\$	-
<i>Labor</i>	22%	\$	-
<i>Subcontractor</i>	8%	\$	-
Total		\$	1,431.80
Add-On			
Bond	1.5%	\$	147.81
OR Serv. Crg.	0.570%	\$	56.17
WA Sales Tax	0%	\$	-
Total		\$	203.98
Grand Total		\$	10,058.15



INVOICE

Invoice # R573776
 Invoice Date 9/15/22
 Account # 147332
 Sales Rep RORY LAPPING
 Phone # 360-256-6151
 Branch # 307 Vancouver, WA
 Total Amount Due \$3,792.94

1830 Craig Park Court
 St. Louis, MO 63146



Big River

SEP 23 2022

Received

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST. LOUIS, MO 63146

** E0001 I009 D9670180603 S2 P9257869 0009:0009



BIG RIVER CONSTRUCTION INC
 ACCOUNTS PAYABLE
 35064 HWY 101
 ASTORIA OR 97103 5532

Shipped to:
 35064 HWY 101 BUSINESS
 ASTORIA, OR

400.430

Ryan

CUSTOMER JOB- 22140 RAW WATERLINE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
9/12/22	9/13/22	22140	RAW WATERLINE	22140		DIRECT	R573776

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21118AF	18 MJXFLG ADPT C153 IMP	1		1	988.00000	EA	.00
21AMF7183018P	18 3018P DI STARGRIP RESTR (I) W/ACC - SGDPPK18	1		1	348.75000	EA	.00
211184M	18 MJ 45 C153 IMP	2	2		953.87000	EA	1,907.74
21AMF7183018P	18 3018P DI STARGRIP RESTR (I) W/ACC - SGDPPK18	4	5		377.04000	EA	1,885.20
/21017113314	1" X 12" TREADED ROD ASTM A307 GRADE 2, ZINC	32					.00
24AFHN10ZH	1 ZINC PLATED HEAVY HEX NUT	64					.00
/21017113315	1-1/8" X 15" THREADED ROD ASTM A307 GRADE 2 ZINC	32					.00
24AFHN11ZH	1-1/8 HEAVY HEX NUT ZINC PLATED	64					.00
/21017113316	1-1/4" X 15" THREADED ROD ASTM A307 GRADE 2 ZINC	60					.00
/21017113317	1-1/4 HEAVY HEX NUT ZINC	120		120	4.91000	EA	.00

only 2 used and
 billed for alignment
 adjustment

These were used
 for the vertical
 deflection on the
 18" tie-in due to
 existing pipe grade
 being lower than
 new 24" hdpe
 grade

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	3,792.94
					Other:	0.00
					Tax:	0.00
					Invoice Total:	\$3,792.94

Terms: NET 30
 Ordered By: RYAN

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INVOICE

Invoice # R573855
 Invoice Date 9/23/22
 Account # 147332
 Sales Rep RORY LAPPING
 Phone # 360-256-6151
 Branch # 307 Vancouver, WA
 Total Amount Due \$1,745.27

1830 Craig Park Court
 St. Louis, MO 63146

Big River

SEP 20 2022

Received

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST. LOUIS, MO 63146

E0002 I005 D9702064837 S2 P9268941 0003:0004



BIG RIVER CONSTRUCTION INC
 ACCOUNTS PAYABLE
 35064 HWY 101
 ASTORIA OR 97103 5532

*Job # 22140
 400.430*

Shipped to:
 LEWIS & CLARK ROAD
 AND CROWN CAMP ROAD
 GEARHART, OR

Ryan

CUSTOMER JOB- 22140 RAW WATERLINE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
9/12/22	9/22/22	22140	RAW WATERLINE	22140		RORY	R573855

Product Code	Description	Quantity		B/O	Pr	
		Ordered	Shipped			
21116AF	16 MJXFLG ADPT C153 IMP	1	1		6	3
21TAMF716TLD16	16 TUFGRIP DI TLD-16 W/ACC USA	1	1		2	9
2118FAOXBLU	18 FOSTER ADPT EPXY W/BBLUE B&N 18FA-OX.BLU USA	1	1		725.85000	EA 725.85
24AFFGFTY18SBR	18X1/8 SBR FLANGE TYTE FF GSKT NSF61 APPROVED	2	2		67.60000	EA 135.20

Used for 18" elevation difference, to join two mj connections.

18" gaskets for the HDPE spacers

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 for a current W-9 form



Online ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	1,745.27
					Other:	0.00
					Tax:	0.00
					Invoice Total:	\$1,745.27

Terms: NET 30
 Ordered By: RYAN

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.



INVOICE

Invoice # **R652066**
 Invoice Date **10/05/22**
 Account # **147332**
 Sales Rep **RORY LAPPING**
 Phone # **360-256-6151**
 Branch # **307** **Vancouver, WA**
 Total Amount Due **\$4,556.88**

1830 Craig Park Court
 St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST. LOUIS, MO 63146

Big River
 Receivers

** E0001 I002 D9758824677 S2 P9299545 0002:0004



BIG RIVER CONSTRUCTION INC
 ACCOUNTS PAYABLE
 35064 HWY 101
 ASTORIA OR 97103 5532

Shipped to: **9/15/22** **R573776**
 35064 HWY 101 BUSINESS
 ASTORIA, OR

Backordered from:

CUSTOMER JOB- **22140** RAW WATERLINE

Thank you

We appreciate your prompt payment.

Due to HDPE
 spacers original
 nuts and bolt
 lengths would not
 work, required
 additional lengths.

Date Ordered	Date Shipped	Customer	Job #	Bill of Lading	Shipped Via	Invoice #
9/12/22	9/22/22	22140	22140		DIRECT	R652066

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CORE & MAIN PO#- 1018384						
/21017113314	1" X 12" TREADED ROD ASTM A307 GRADE 2, ZINC	32	32		16.45000	EA	526.40
24AFHN10ZH	1 ZINC PLATED HEAVY HEX NUT	64	64		1.87000	EA	119.68
/21017113315	1-1/8" X 15" TREADED ROD ASTM A307 GRADE 2 ZINC	32	32		30.30000	EA	969.60
24AFHN11ZH	1-1/8 HEAVY HEX NUT ZINC PLATED	64	64		3.90000	EA	249.60
/21017113316	1-1/4" X 15" TREADED ROD ASTM A307 GRADE 2 ZINC	60	60		35.04000	EA	2,102.40
/21017113317	1-1/4 HEAVY HEX NUT ZINC	120	120		4.91000	EA	589.20

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Online
 ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight Delivery Handling Restock Misc.

Subtotal: **4,556.88**
 Other: **0.00**
 Tax: **0.00**
 Invoice Total: **\$4,556.88**

Terms: NET 30
 Ordered By: RYAN

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INVOICE

Invoice # **R597032**
 Invoice Date 10/05/22
 Account # 147332
 Sales Rep RORY LAPPING
 Phone # 360-256-6151
 Branch # 307 Vancouver, WA
 Total Amount Due \$342.62

1830 Craig Park Court
 St. Louis, MO 63146

Big River

Received

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST. LOUIS, MO 63146

** E0001X 1001 D9758824669 S2 P9299545 0001:0004



BIG RIVER CONSTRUCTION INC
 ACCOUNTS PAYABLE
 35064 HWY 101
 ASTORIA OR 97103 5532

Shipped to:
 35064 HWY 101 BUSINESS
 ASTORIA, OR

CUSTOMER JOB- 22140 RAW WATERLINE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
9/15/22	9/22/22	22140	RAW WATERLINE	22140		DIRECT	R597032

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
CORE & MAIN PO#- 1018384							
24AFFGFTY16SBR	16X1/8 SBR FLANGE TYTE FF GSKT NSF61 APPROVED	2	2		64.69000	EA	129.38
24AFFGFTY24SBR	24X1/8 SBR FLANGE TYTE FF GSKT NSF61 APPROVED	2	2		106.62000	EA	213.24

16" and 24" gaskets for the HDPE spacers

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 for a current W-9 form



- Online ADVANTAGE:
- Pay Online
 - Paperless Billing
 - Invoice Reprints
 - Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	342.62
					Other:	0.00
					Tax:	0.00
					Invoice Total:	\$342.62

Terms: NET 30
 Ordered By: RYAN

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