



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
December 13, 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 – 11.22.22
- B. Work Session Meeting Minutes – 11.22.22
- C. Monthly Finance Report – October 2022
- D. Warrenton Police Department Report – November 2022
- E. Skipanon RV Amended Lease
- F. VFW Lease
- G. Abstract of Votes

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

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

6. PUBLIC HEARINGS

- 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.
- B. Ordinance No. 1260: Renaming a portion of SE 19th street in Section 27 of the City of Warrenton.

7. BUSINESS ITEMS

- A. Professional Services Contract for Interior Drainage Study
- B. Change Order #2-7 and N Main Low Pressure Sewer System
- C. Marina Advisory Board Committee recommendation
- D. Consideration of December 27th, 2022, City Commission Meeting Cancellation
- E. Committee Appointments

8. DISCUSSION ITEMS

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

11. ADJOURNMENT

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

MINUTES
 Warrenton City Commission
 November 22, 2022
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:04 p.m. and led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Public Works Director Collin, Water Treatment Mike, Fire Chief Brian Alsbury, Sargent Pierce, Works Operations Manager Kyle Sharpsteen, Planning Director Jay Blake, Deputy City Recorder Brittney Johnson, and City Recorder Dawne Shaw

CONSENT CALENDAR

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

Commissioner Baldwin 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

Police Chief Mathew Workman introduced new Police Officer Robert Crosby and outlined his education and work experience. He gave a brief history of the badge; wife Sarah then pinned the badge on Officer Crosby. Mayor Balensifer then administered the Oath of Office.

PUBLIC COMMENT -None

PUBLIC HEARINGS

Mayor Balensifer opened the public hearing on the adoption of Ordinance 1259 Psilocybin Temporary Moratorium. Formalities followed. No conflicts of interest or ex parte contacts were reported. City Manager Esther Moberg presented her staff report. Mayor Balensifer asked questions regarding the ballot deadline. He also inquired about the psilocybin restrictions being time, place, manner, like the marijuana ordinance. City Recorder Dawne Shaw responded that she would need to confirm the ballot deadlines with the planning director. Mayor Balensifer restated his desire for the restrictions to be the same as marijuana ordinance. Commissioner Mitchell discussed the options that were provided to the planning commission. Discussion continued.

Commissioner Baldwin made the motion to submit to staff to prepare ordinances to regulate psilocybin the same as marijuana businesses within the Warrenton Municipal Code. Motion was seconded and passed unanimously.

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

BUSINESS ITEMS

Enterprise Zone Approval Request: Kevin Leahy asked for approval for the long-term property tax exemption for WCT Marine, for the 35 million project that is being done at North Tongue Point. Warrenton is one of the four sponsors and the last sponsor for Mr. Leahy to go in front of the enterprise zone. He explained how WCT Marine will be adding jobs to the community and adding revenue to the community. Mayor Balensifer clarified that, because the City of Warrenton is a sponsor, there would be no financial duties to the City of Warrenton because this project is in the City of Astoria's jurisdiction. Once they are a sponsor though they have to either accept or deny the proposal.

Commissioner Dyer made the motion to accept and authorize to approve the long term enterprise zone abatement agreement as presented. Motion was seconded and passed unanimously.

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

VFW Grant Authorization: City Manager Esther Moberg reported that the VFW is trying to move forward with pursuing some grants to rehab the old Hammond City Hall Library building. Once the City of Warrenton are still owners of the building, they are asking that the commission preauthorizes the City Manager to approve any upcoming grants.

Commissioner Dyer made the motion to accept 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. Motion was seconded and passed unanimously.

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

Consideration of OSFM Grant: Fire Chief Brian Alsbury asked for permission to apply for the Oregon State Fire Marshalls Office, they are doing a prepare Oregon. The State Fire Marshalls Office is going to buy 60 vehicles and strategically place them around Oregon to help with wildfires. Fire Chief is hoping to get a Type 6 Engine to help get in the tighter and harder to access areas in Warrenton.

Commissioner Baldwin made the motion to accept to move to authorize the fire department to apply for a Type 6 Engine from OSFM Office. Motion was seconded and passed unanimously.

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

Consideration of Change Order #3: Public Works Operations Manager Collin Stezge gave an update that they are almost done with this project but will be needing an extra \$15,000 to complete the project. Commissioner Baldwin asked if Mr. Stezge could remember how much the engineers estimate was when the project first started. Mr. Stezge told him that the original estimate was around \$900,000. Baldwin noted that the project is still under official estimate.

Commissioner Dyer made the motion to accept to move to approve the Change Order #3- Raw Waterline Replacement Project, to increase the contract price up to \$874,216.64, for restraints and

MINUTES

fittings, sign removal and replacement, tree removal and adjustment of fire watch days. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS – None

GOOD OF THE ORDER

City Manger Esther Moberg noted that this is Collin Stezge last meeting with us, and she appreciates all the work he has done for the city over the years. She also noted that travel Oregon grant asking us to support accessibility for people with disabilities. It is a grant to pursue more funding for the Astoria Warrenton Chamber.

At 6:34pm Mayor Balensifer recessed the meeting.

EXEUTIVE SESSION

At 6:38 p.m. Mayor Balensifer reconvened the meeting and announced the Commission will now meet in 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*; ORS 192.550(2)(f); *to consider information or records that are exempt by law from public inspection*; and ORS 192.660(2)(h); *to consult with counsel regarding the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*

At 6:44 Mayor Balensifer reconvened the regular meeting.

There being no further business, Mayor Balensifer adjourned the meeting at 6:44 p.m.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

MINUTES
 Warrenton City Commission
 Work Session – November 22, 2022
 5:15 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:15 p.m.

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

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Public Works Utility Worker Jim McCarthy, City Recorder Dawne Shaw, and Deputy City Recorder Brittney Johnson

Warrenton Police Chief Mathew Workman gave a presentation on ordinance revisions. He stated on August 11, 2020, we had a discussion about the various events and subsequent issues that occurred on the streets and parks in Warrenton. We found out when these events did occur, through our current ordinances do not prohibit that kind of activity. Chief went over ordinances 90.04.200 street and sidewalk offenses, 10.04.030 traffic regulations, 10.04.104 storage of motor vehicles on street, 10.04.160 prohibited parking or standing, 10.04.170 prohibited practices, 10.04.*** unlawful transfer on a highway or streets, and 10.12.010 abandoned vehicles. In ordinance 9.04.200 he suggested changing the title to prohibited activity of streets, sidewalks, and right aways, he also mentioned an idea of using a permit system to be able to control size of events. Mayor Balensifer asked questions regarding city right aways vs ODOT right aways and commissioner Baldwin suggested to change the wording in the title to from right aways to city right aways, discussion continued. Next Chief went over ordinance 10.04.030 he wants to redefine motor vehicle to any kind of vehicle propelled or powered by a motor, so that things like e-bikes can fall under this ordinance as well. Then Chief started explaining ordinance 10.04.140 and that everything is basically the same besides B is new, and it states a vehicle may be parked on the street adjacent to the address where the vehicle is registered for up to 72 consecutive hours, if parking is permitted on that street, is not an abandoned or hazardous vehicle, as defined in 10.04.030, or otherwise non-compliant under this code. The Mayor inquired about what happens during the summer and if I'm taking my family camping and my trailer is parked outside of the house for more then 72 hours, and someone calls in is there something that person can do, Chief responded with there's a number that can be called to say hey I'm sorry something happened and it will be off the street this day, that way there is communication. Then the Mayor offered the idea of a weeklong permit to park a recreation vehicle on the street. Baldwin then brought up if we do it for one recreational vehicle it will also be done for all, so not only campers but also guide boats, discussion continued. The next ordinance chief went over briefly was 10.04.160 and he said there's going to have to be more talk about this code eventually but what he has done is switch some wording around to Any vehicle having an overall width in excess of six feet, six inches between the hours of 7:00 p.m. and 4:00 a.m. except for loading or unloading,

or in an emergency, on any street in a residential zone. Exceptions apply in an industrial or commercial zone unless the roadway width of less than 34 feet from curb to curb. The Mayor suggested that there needs to be a permit system for this. Next Chief 10.04.170 little change; the changes being first line he added other public property, right away and upon a street. All he did was remove item D because the code was stated earlier. Second to the last he discussed ordinance 10.04.*** which states” White a driver or passenger in a vehicle on a highway, right-of-way, road or street within the boundaries of the City of Warrenton, gives or relinquishes possession or control of, or allows another person in the vehicle to give or relinquish possession or control of any item to a pedestrian; or while a pedestrian, accepts, receives or retains possession or control of any item from a driver or passenger in a vehicle on a highway, right-of-way, road or street within the boundaries of the City of Warrenton. Basically, making it so you are keeping people safe and not going into the busy roads disrupting traffic. Lastly the Chief talked about ordinance 10.12.010 that is the same as it was discussed before, it now better defines storage vs abandoned vehicle.

There being no further business, Mayor Balensifer adjourned the work session at 6:04 p.m.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Volume 16, Issue 4

Monthly Finance Report
October 2022

December 13, 2022

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	2.10%	.49%
Prime Rate:	6.25%	3.25%
◆ CPI-U change:	7.7%	6.2%
◆ Unemployment Rates:		
Clatsop County:	4.3%	4.7%
Oregon:	4.1%	4.4%
U.S.:	3.7%	4.6%

Department Statistics

◆ Utility Bills mailed	3,313
◆ New Service Connections	0
◆ Reminder Letters	389
◆ Door Hangers	82
◆ Water Service Discontinued	17
◆ Counter payments	435
◆ Mail payments	1,065
◆ Auto Pay Customers/pmts	690
◆ Online (Web) payments	1,260
◆ Checks issued	330

Current and Pending Projects

- ◆ Audit/Financial Statements FYE 6/30/22 Due 12/31/22
- ◆ ARPA Funding
- ◆ SDC Annual Report due 12/31/22
- ◆ Landfill Financial Assurance Report due 12/31/22

Financial Narrative as of October 31, 2022

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

General Fund: Year to date revenues amount to \$1,365,237, which is 23.99% of the budget, compared to the prior year amount of \$1,271,326, which was 27.8% of the budget and are up by \$93,912. Increases are shown in property taxes, city franchise fees, state revenue sharing, planning fees, police charges, fire charges, park charges, interest, and proceeds from sale of assets and are offset by decreases in franchise fees, transient room taxes, municipal court, miscellaneous, and leases.

Expenses year to date amount to \$1,674,553, which is 26.6% of the budget, compared to the prior year amount of \$1,499,960, which was 29.4 % of the budget. All departments are tracking at or under budget.

WBL: Business license revenue amounts to \$80,023, compared to \$58,980 at this time last year, a difference of \$21,043. Both the license and per employee fees were increased July 1, 2022. Year to date licenses issued is 709 compared to 664 at this time last year.

Building Department: Permit revenues this month amount to \$65,573 and \$147,499 year to date, which is 48.3% of the budgeted amount. Last year to date permit revenue was \$80,352.

State Tax Street: State gas taxes received this month amount to \$47,803 for

fuel sold in September and \$123,172 year to date. City fuels taxes received this month amount to \$37,348 for fuel sold in August and are \$74,097 year to date. Total gas taxes received year to date are \$197,269 compared to \$179,168 at this time last year.

Warrenton Marina: Total revenues to date are \$584,726, 81.6% of the budgeted amount, compared to the prior year amount of \$552,191, which was 87% of the budgeted amount. There is \$34,769 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$370,780, 96.4% of the budgeted amount, compared to the prior year amount of \$391,045, which was 111.2% of the budgeted amount. There is (\$190) in moorage receivables outstanding.

Of the total outstanding receivables:

\$9,843 (28.5%) is current,

\$5,270 (15.2%) is 30-60 days past due,

\$4,624 (13.4%) is 60-90 days past due and

\$14,842 (42.9%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$233,879 and \$147,740, and \$1,073,221 and \$827,754 year to date for in-city and out-city respectively and totals \$1,900,975 and is 46.6% of the budget. Last year at this time, year to

date fees were \$1,034,338 and \$734,108, for in-city and out-city, respectively and totaled \$1,768,446.

Sewer Fund: Utility fees charged this month are \$219,923 and \$911,148 year to date, which is 33.8% of the budget. Last year at this time, year to date fees were \$891,319. Shoreline Sanitary fees year to date are \$45,965. Total revenues year to date are \$1,021,377 compared to \$960,431 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$43,979 and \$182,188 year to date and is 33.8% of the budget. Last year to date revenues were \$178,177 which was 36.4% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$88,282 and \$19,158, and \$359,496 and \$76,625, year to date, and are 29.5% and 33.8% of the budget respectively.

Library: Total revenues received to date are \$28,752. These revenues are from property taxes, book sales, fines, interest, donations and miscellaneous. Total expenditures year to date are \$106,250, a decrease in fund balance of \$77,498. The majority of current year property taxes will be received in November to offset this decrease.

Community Center: Rental revenue to date is \$9,406 and represents 67.2% of the budget. Last year at this time rental revenue was \$5,685, which was 43.7%.

Financial data as of October, 2022

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,341,247	1,885,860	1,100,000	171.44
Plus: Revenues	607,032	1,365,237	5,691,876	23.99
Less: Expenditures				
Municipal Court	13,005	52,934	188,871	28.03
Admin/Comm/Fin(ACF)	88,698	459,619	1,385,311	33.18
Planning	25,441	98,392	439,126	22.41
Police	150,747	644,185	2,189,639	29.42
Fire	86,333	276,637	1,034,854	26.73
Parks	7,511	30,786	160,746	19.15
Transfers	-	112,000	891,451	12.56
Total Expenditures	371,735	1,674,553	6,289,998	26.62
Ending Fund Balance	1,576,544	1,576,544	501,878	314.13

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	112,799	68,931	59,000	116.83
Plus: Revenues	959	80,580	61,350	131.34
Less: Expenditures	1,463	37,216	66,307	56.13
Ending Fund Balance	112,295	112,295	54,043	207.79

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	698,856	736,201	640,000	115.03
Plus: Revenues	67,219	152,690	309,088	49.40
Less: Expenditures	32,048	154,864	455,954	33.96
Ending Fund Balance	734,027	734,027	493,134	148.85

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,812,947	2,778,651	2,100,000	132.32
Plus: Revenues	465,538	589,908	2,738,420	21.54
Less: Expenditures	54,867	144,941	4,739,670	3.06
Ending Fund Balance	3,223,618	3,223,618	98,750	3,264.42

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	709,440	323,922	300,000	107.97
Plus: Revenues	39,077	584,726	716,879	81.57
Less: Expenditures	43,042	203,173	818,225	24.83
Ending Fund Balance	705,475	705,475	198,654	355.13

Financial data as of October 2022, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	446,749	206,211	290,000	71.11	2,955,048	1,878,545	2,000,000	93.93
Plus: Revenues	19,607	370,780	384,552	96.42	413,860	1,987,114	6,708,062	29.62
Less: Expenditures	23,630	134,265	534,261	25.13	159,282	656,033	7,747,678	8.47
Ending Fund Balance	<u>442,726</u>	<u>442,726</u>	<u>140,291</u>	<u>315.58</u>	<u>3,209,626</u>	<u>3,209,626</u>	<u>960,384</u>	<u>334.20</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,231,154	2,978,750	2,700,000	110.32	1,757,405	1,661,698	1,500,000	110.78
Plus: Revenues	261,171	1,021,377	2,904,261	35.17	47,125	192,185	844,912	22.75
Less: Expenditures	140,879	648,681	4,748,317	13.66	29,498	78,851	1,947,361	4.05
Ending Fund Balance	<u>3,351,446</u>	<u>3,351,446</u>	<u>855,944</u>	<u>391.55</u>	<u>1,775,032</u>	<u>1,775,032</u>	<u>397,551</u>	<u>446.49</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	553,482	504,966	445,000	113.48	24,271	21,718	18,500	117.39
Plus: Revenues	109,120	440,595	1,449,344	30.40	2,116	9,937	18,800	52.86
Less: Expenditures	86,941	369,900	1,633,871	22.64	1,523	6,791	29,096	23.34
Ending Fund Balance	<u>575,661</u>	<u>575,661</u>	<u>260,473</u>	<u>221.01</u>	<u>24,864</u>	<u>24,864</u>	<u>8,204</u>	<u>303.07</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	92,776	162,397	160,000	101.50	9,043	9,011	12,184	73.96
Plus: Revenues	19,196	28,752	254,179	11.31	8	4,797	6,141,636	0.08
Less: Expenditures	27,073	106,250	303,013	35.06	-	4,757	6,153,820	0.08
Ending Fund Balance	<u>84,899</u>	<u>84,899</u>	<u>111,166</u>	<u>76.37</u>	<u>9,051</u>	<u>9,051</u>	<u>-</u>	<u>-</u>

Financial data as of October 2022, continued

(\$) Cash Balances as of October 31, 2022

General Fund	1,941,803	Warrenton Marina	675,329	Storm Sewer	1,728,978
WBL	111,804	Hammond Marina	445,817	Sanitation Fund	484,308
Building Department	745,826	Water Fund	2,821,066	Community Center	26,691
State Tax Street	3,362,463	Sewer Fund	3,124,690	Library	91,460

Warrenton Urban Renewal Agency

Capital Projects	9,051
Debt Service	2,786,097

General Fund Revenues	Collection Frequency	2022-2023 Budget	Actual as a	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				October 2022	October 2021	
Property taxes-current	AP	1,229,211	7.86	96,657	91,371	1,132,554
Property taxes-prior	AP	30,000	70.75	21,224	7,711	8,776
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	612,000	20.07	122,835	123,684	489,165
COW - franchise fees	M	330,319	35.34	116,750	113,979	213,569
Transient room tax	Q	622,492	47.85	297,869	305,070	324,623
Liquor licenses	A	575	4.35	25	-	550
State revenue sharing	MQ	195,819	13.32	26,085	20,979	169,734
Municipal court	M	128,700	16.88	21,727	44,475	106,973
Planning Fees	I	110,500	16.01	17,690	15,841	92,810
Police charges	I	18,000	59.63	10,733	6,017	7,267
Fire charges	SM	112,329	0.62	700	525	111,629
Park charges	I	-	0.00	865	655	-
Miscellaneous	I	3,000	196.00	5,880	13,369	(2,880)
Interest	M	8,000	155.91	12,473	2,157	(4,473)
Lease receipts	M	220,002	33.91	74,604	75,008	145,398
Proceeds from sale of assets	I	-	0.00	6,127	-	(6,127)
Grants	I	-	0.00	-	-	-
Sub-total		3,620,947	22.98	832,244	820,841	2,788,703
Transfers from other funds	I	685,618	0.00	73,374	-	612,244
Overhead	M	1,385,311	33.18	459,619	450,485	925,692
Total revenues		5,691,876	23.99	1,365,237	1,271,326	4,326,639

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

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

S - semi-annual

I - intermittently

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

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2023. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: December 13, 2022
 RE: November 2022 Report

Upcoming Dates:

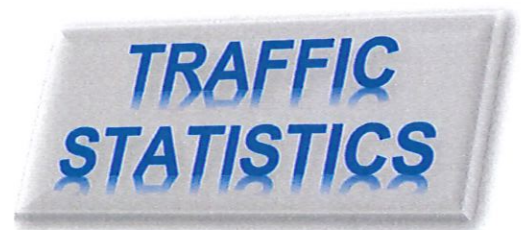
- January 3rd & 17th Municipal Court
- January 11th to 13th ELTS Conference

Month in Brief:

- November 3rd to 7th: Ofc. Hollaway attended the COPS Officer Wellness Conf. in Dallas, TX
- November 7th: Chief attended the CCC Criminal Justice Advisory Committee Meeting
- November 8th to 10th: Sgt. Pierce attended the OACP Small Agency Conference in Sunriver
- November 16th: Chief took Data Security Training
- November 17th: Chief attended the Law Enforcement Administrators Meeting in Seaside
- November 21st: Chief participated on a BM 114 Steering Committee for the OACP
- November 23rd: Chief attended the 911 Subscriber Board Meeting
- November 28th: Chief participated on a BM 114 Steering Committee for the OACP

Traffic Statistic Highlights:

- Three (3) DUII Arrests
- Nine (9) Driving While Suspended Citations/Arrests
- Five (5) Speeding Citations
- One (1) Failure to Yield Citation
- Two (2) Following Too Closely Citations
- Ten (10) Insurance Citations
- Three (3) Failure to Install Interlock Device Citations
- Sixty-Four (64) other Citations and Warnings
- Eleven (11) Accident Investigations



Overall Statistics:

Category	November Statistics (% changes are compared to 2021)						
	2022	2021	% Chg	2020	% Chg	2019	% Chg
Calls for Service	525	483	9%	640	-18%	709	-26%
Incident Reports	170	167	2%	203	-16%	203	-16%
Arrests/Citations	95	160	-41%	158	-40%	179	-47%
Traffic Stops/ Events	136	109	25%	154	-12%	173	-21%
DUII's	3	2	50%	2	50%	1	200%
Traffic Accidents	11	15	-27%	21	-48%	17	-35%
Property Crimes	83	79	5%	115	-28%	125	-34%
Person Crimes	36	43	-16%	62	-42%	61	-41%
Drug/Narcotics Calls	3	0	300%	3	0%	8	-63%
Animal Calls	23	10	130%	20	15%	21	10%
Officer O.T.	225	119.8	88%	122.7	83%	333.2	-32%
Reserve Hours	0	0	0%	0	0%	11	-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

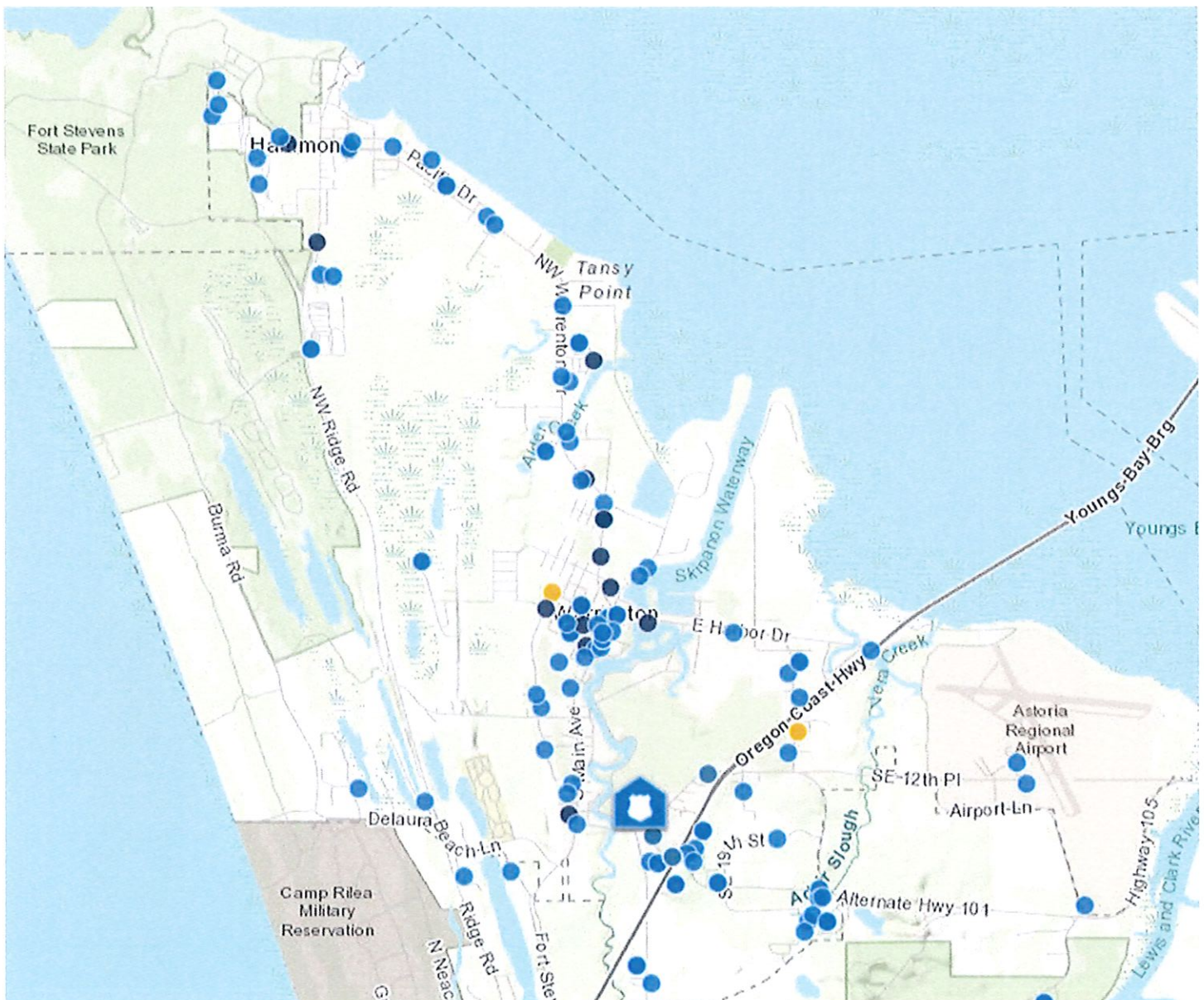
Oct	Nov	Dec	2022 YTD	2022 Estimate	2021	2022 v 2021	2020	2022 v. 2020	2019	2022 v. 2019
721	525		7329	7995	7955	1%	9270	-14%	9819	-19%
216	170		2271	2477	2442	1%	2469	0%	2608	-5%
101	95		1486	1621	1891	-14%	2095	-23%	1731	-6%
143	136		1540	1680	2000	-16%	2489	-33%	2627	-36%
0	3		34	37	27	37%	36	3%	33	12%
17	11		158	172	228	-24%	246	-30%	275	-37%
116	83		1122	1224	1191	3%	1230	0%	1094	12%
69	36		746	814	830	-2%	863	-6%	849	-4%
5	3		35	38	58	-34%	86	-56%	117	-67%
26	23		263	287	207	39%	289	-1%	271	6%
275.5	225		2102.8	2294	2075.4	11%	2194.5	5%	1731.7	32%
0	0		0	0	12.5	-100%	259.5	-100%	359.5	-100%

Homeless Incidents	2022	2021	2020
Code 40 (Normal)	12	27	19
Code 41 (Aggressive)	2	2	1

Elk Incidents	2022	2021
Interaction:	3	0
Traffic Accidents:	2	1
Traffic Complaints:	0	1
Total:	5	2

The following is a graphic representation of statistics for **November 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 | | | |



Lease

THIS LEASE, made and entered into this ____ day of _____, 20____, by and between The City of Warrenton, hereinafter called LESSOR and The VFW Post/Auxiliary #10580, herein called the LESSEE (Lease);

CIRCUMSTANCES:

In consideration of the covenants, agreements and stipulations herein contained on the part of the LESSEE to be paid, kept and faithfully performed, the LESSOR does hereby lease, demise, and let unto the LESSEE those certain premises, AS IS, situated in the City of Warrenton, County of Clatsop, and State of Oregon, know and described as follows:

TAX LOT: 3300, MAP 8 10 05 DC

TAX ID NO: 28632

Also Known As: 861 Pacific Drive, Hammond, Or 97121

(Premises)

The term of this Lease is for a period commencing with the __15th_ day of _____, 2022, and ending 25 years from said date, at and for a rental of \$1 per year for each year of the term of agreement (Rent), payable at:

City of Warrenton
Accounts Payable
PO Box 250/225 S. Main Avenue
Warrenton, OR 97146

All taxes, insurance costs, and utility charges that LESSEE is required to pay by this Lease, and any other sum that LESSEE is required by this Lease to pay to LESSOR or third parties, shall be additional rent.

18. LESSEE'S ACCEPTANCE OF LEASE

The LESSEE agrees to lease the Premises under the terms of this Lease and agrees to pay the LESSOR the Rent for the full term of this Lease, in advance, at the time and in the manner aforesaid.

2. USE OF THE PREMISES

2.1 The LESSEE shall use the Premises during the term of this Lease to conduct the following business: VFW Post/Auxiliary #10580 membership

lodge, meeting space for veterans, cub scouts, and other such service that meets City zoning (CMU Mixed Use Commercial) and building code requirements.

- 2.2 The LESSEE will not make any unlawful, improper, or offensive use of the Premises, as determined by LESSOR in LESSOR's sole discretion. LESSEE shall refrain from any use that would reasonably be offensive to neighbors of the Premises or that would tend to create a nuisance or damage the reputation of the Premises.
- 2.3 The LESSEE shall comply at the LESSEE's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the Premises.
- 2.4 LESSEE shall refrain from any activity that would make it impracticable to insure the Premises against casualty, would increase the insurance rate, or would prevent LESSOR from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing LESSOR to obtain reduced premium rates for long-term fire insurance policies, unless LESSEE pays the additional cost of the insurance.
- 2.5 LESSEE shall refrain from loading the electrical system, floors, or water or sewer systems beyond the point considered safe by a competent engineer or architect selected by LESSOR in LESSOR's sole discretion.
- 2.6 LESSEE shall refrain from making any marks on or attaching any item, apparatus, sign, insignia, antenna, aerial, or other device to the exterior walls, windows, or roof of the Premises without the express written consent of LESSOR.
- 2.7 LESSEE shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. LESSEE shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, LESSEE shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3. UTILITIES

The LESSEE shall pay for all heat, light, water, power and other services or utilities used in the above Premises during the term of this Lease.

4. REPAIRS AND IMPROVEMENTS

- 4.1 The LESSOR shall not be required to make any repairs, alterations, additions, or improvements to or upon the Premises during the term of this Lease. LESSEE hereby agrees to maintain and keep the Premises, including but not limited to all interior and exterior doors, in good order and repair during the term of this Lease at the LESSEE's own cost and expense, and, without limiting the foregoing, to replace all glass which may be broken or damaged during the term hereof.
- 4.2 It is the intention of the parties that, during the term of this Lease, the LESSEE will work to repair and upgrade the existing building on the Premises as grants and other funding permits. Prior to making any such repairs and upgrades, other than the performance of regular and customary maintenance, LESSEE must first obtain approval of the LESSOR in writing.
- 4.3 All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

18. LESSOR'S RIGHT OF ENTRY

It shall be lawful for the LESSOR, its agents or representatives, at any reasonable time to enter into or upon the Premises for the purpose of examining into the condition thereof, or any other lawful purpose.

18. RIGHT OF ASSIGNMENT

The LESSEE will not assign, sublet, transfer, pledge, hypothecate, surrender, or dispose of this Lease, or any interest therein, or permit any other person or persons whomsoever to occupy the Premises without the consent of the LESSOR being first obtained in writing, which consent is in the LESSOR's sole discretion; this Lease is personal to the LESSEE; the LESSEE's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the LESSEE, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the LESSEE, or in any other manner, except as above mentioned.

7. LIENS

The LESSEE will not permit any lien of any kind, type or description to be placed or imposed upon any part of the Premises including but not limited to the building located thereon without the prior written consent of LESSOR.

8. TAXES

The LESSEE shall pay all real property and personal property taxes levied on the Premises when payable.

9. INSURANCE AND INDEMNIFICATION

1. The LESSEE agrees at all times during the Lease, to maintain, keep in effect, furnish and deliver to the LESSOR liability insurance policies in form and with an insurer satisfactory to the LESSOR, insuring both the LESSOR and the LESSEE against all liability for damages to person or property in or about the Premises; the amount of the liability insurance shall be a combined single limit of liability insurance for bodily injury and property damage of \$2,000,000.00 per occurrence, with a general aggregate limitation of not less than \$2,000,000.00. LESSOR may adjust said required amounts annually by written notice to LESSEE. Such insurance shall name LESSOR as an additional insured.
2. The LESSEE agrees to and shall indemnify and hold the LESSOR harmless against any and all claims and demands arising out of or related to any activity of LESSEE on the Premises or any condition of the Premises in the possession or under the control of LESSEE , as well as those arising from the LESSEE's failure to comply with any covenant of this Lease on its part to be performed, and shall at its own expense defend the LESSOR against any and all suits or actions so arising, actual or alleged, and all appeals therefrom, and shall satisfy and discharge any judgment which may be awarded against the LESSOR in any such suit or action. For purposes of this subsection, activities of LESSEE shall include those of its officers, agents, invitees and employees. LESSOR shall have no liability to LESSEE for any injury, loss, or damage caused by third parties, or by any condition of the Premises in the possession or under the control of LESSEE. This subsection 9.2 will survive the expiration or termination of this Lease regardless of cause.
3. LESSOR shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. LESSEE shall carry similar insurance insuring the property of LESSEE on the Premises against such risks and bear the expense of same.

10. FIXTURES

All partitions, plumbing, electrical wiring, permanent additions to or improvements upon the Premises, whether installed by the LESSOR or the LESSEE, shall be and become part of the building on the Premises as soon as installed and the property of the LESSOR unless otherwise herein provided.

11. DAMAGE BY CASULTY, FIRE AND DUTY TO REPAIR

In the event of the destruction of the building on the Premises by fire or other casualty, either party hereto may terminate the Lease as of the date of the fire or casualty, provided, however, that in the event of damage to the building by fire or other casualty to the extent of FIFTY PERCENT (50%) or more of the sound value of the building, the LESSOR may or may not elect to repair the building; written notice of the LESSOR's election shall be given to the LESSEE within fifteen (15) days after the occurrence of the damage; if the notice is not so given, the LESSOR conclusively shall be deemed to have elected not to repair; in the event the LESSOR elects not to repair the building, then and in that event, this Lease shall terminate with the date of the damage; but, if the building be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than the extent and the LESSOR elects to repair, as aforesaid, then the LESSOR shall repair the building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the LESSEE, all or any part of the building in order to make the necessary repairs, and the LESSEE hereby agrees to vacate upon request, all or any part of the building which the LESSOR may require for the purposes of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such as abatement of Rent as the nature of the injury or damage and its interference with the occupancy of the Premises by the LESSEE shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the Premises by the LESSEE, then there shall be no abatement of Rent and the LESSOR shall repair the damage with all convenient speed.

12. WAIVER OF SUBROGATION RIGHTS

LESSEE and LESSOR each waive any right of action that they and/or their respective insurance carriers might have against LESSOR for any loss, cost, damage, or expense (collectively "Loss") to the extent that the Loss is covered by any property insurance policy or policies required to be maintained under this Lease and to the extent that the proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. LESSEE and LESSOR also waive any right of action they and/or their insurance carriers might have against LESSOR or LESSEE (including their respective employees, officers, or agents) for any Loss to the extent the Loss is a property loss covered under any applicable automobile liability policy or policies required by this Lease. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation. Nothing contained herein will be construed to relieve LESSEE from any Loss suffered by LESSOR that is not fully covered by LESSOR'S insurance. LESSEE will be liable for any uninsured Loss (including any deductible) if the Loss was caused by any act or omission of LESSEE or any of LESSEE'S employees, agents, contractors, or invitees.

13. EMINENT DOMAIN

In the case of the condemnation or appropriation of all or any substantial part of the Premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on twenty (20) days' written notice to the other and in that case the LESSEE shall not be liable for any Rent after the date of the LESSEE's removal from the premises.

14. DELIVERING OF PREMISES ON TERMINATION

At the expiration of this Lease term or upon any sooner termination thereof, the LESSEE will quit and deliver up the Premises and all future erections or additions to or upon the same, broom-clean, to the LESSOR or those having the LESSOR's estate in the Premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof alone excepted, as the same are now in or hereafter may be put in by the LESSOR or LESSEE.

15. ATTACHMENT, BANKRUPT, DEFAULT

If (1) the LESSEE shall be in arrears in the payment of the Rent for a period of ten (10) days after the same becomes due, or (2) if the LESSEE shall fail or neglect to do, keep, perform, or observe any of the covenants and agreements contained herein on the LESSEE's part to be done, kept, performed and observed, and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to the LESSEE, or (3) if the LESSEE shall be declared bankrupt or insolvent according to law, or (4) if any assignment of the Premises, then and in either or any of such cases or events, the LESSOR or those having the LESSOR's estate in the Premises, may terminate this Lease, and, lawfully, at its option immediately or at any time thereafter, without demand or notice, may enter into and upon the demised premises and every part thereof and repossess the same as the LESSOR's former estate, and expel the LESSEE and those claiming by, through and under the LESSEE and remove the LESSEE's effects at the LESSEE's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

16. HOLDING OVER

In the event the LESSEE for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy from month to month which may be terminated at will at any time by the LESSOR.

17. Waiver:

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

18. NOTICES:

Any notices required by the terms of this Lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the United States mail, registered or certified, with postage fully prepaid, and if intended for the LESSOR herein then addressed to the LESSOR at:

City of Warrenton
PO Box 250/225 S. Main
Warrenton, Or 97146

And if intended for the LESSEE at:

Attn: Debbie Little
VFW Post/Auxiliary #10580
PO Box 233
Warrenton, OR 97146

Any such notice shall be deemed effective two days after the deposit thereof in the United States mail, registered or certified. Either party may change the above contact information at any time upon written notice to the other party.

19. HEIRS AND ASSIGNS:

All rights, remedies, and liabilities herein given to or imposed upon either of the parties hereto shall extend to inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and, so far as this Lease is assignable by the terms hereof, to the assigns of such parties.

20. TERMINATION OF LEASE

This lease can be cancelled by either party upon giving the other party sixty (60) days written notice.

21. MISCELLANEOUS PROVISIONS

Merger. This Lease and attached exhibits, if any, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Lease shall bind either party unless in writing and signed by both parties. Such waiver, consent,

modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Lease. Tenant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Lease, understands it, and agrees to be bound by its terms and conditions.

Severability. The parties agree that if any term or provision of this Lease is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular term or provision held to be invalid.

IN WITNESS WHEREOF, the individual signing this Lease has the authority to bind their respective party and the respective parties have executed this instrument in duplicate on this, the day and the year first above written, any corporation signatures being by authority of its Board of Directors and the Warrenton City Commission.

LESSOR: City of Warrenton

By: _____
Esther Moberg, City Manager
Date: _____

LESSEE: VFW Post/Auxiliary #10580

By: _____
President, Debbie Little
Date: _____

Summary Results Report
Clatsop County November 2022 General Election
November 8, 2022

Clatsop

STATISTICS

	TOTAL
Election Day Precincts Reporting	25 of 25
Registered Voters - Total	31,145
Ballots Cast - Total	20,349
Ballots Cast - Blank	4
Voter Turnout - Total	65.34%



I certify the votes recorded on this canvass correctly summarizes the tally of votes cast for the November 8, 2022 General Election.

Tracie Krevanko 12/05/2022

Tracie Krevanko, County Clerk - Date

City of Warrenton, Mayor

Vote For 1

	TOTAL
Henry A Balensifer III	1,960
Richard W Newton	388
Write-In Totals	15
Total Votes Cast	2,363
Overvotes	1
Undervotes	249

City of Warrenton, Commissioner, Position 4

Vote For 1

	TOTAL
Paul W Mitchell	1,685
Write-In Totals	39
Total Votes Cast	1,724
Overvotes	0
Undervotes	889

Measure 4-215 City of Warrenton - Library LOL

Vote For 1

	TOTAL
Yes	1,220
No	1,291
Total Votes Cast	2,511
Overvotes	0
Undervotes	102

Measure 4-217 City of Warrenton - Head Start Property

Vote For 1

	TOTAL
Yes	1,968
No	464
Total Votes Cast	2,432
Overvotes	0
Undervotes	181



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Jay Blake, Planning Director *Jay Blake*

DATE: December 10, 2022

SUBJ: Ordinance 1259 Psilocybin 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.

At their August and September Meetings, the Warrenton Planning Commission reviewed the legal summaries from the Oregon League of Cities and discussed its potential impacts to the community. Staff presented a draft time, place, manner ordinance for them to consider. However, the Planning Commission did not believe that the city should allow these facilities because the impacts were not fully understood and the Oregon Health Authority (OHA) had not yet completed their rule making process. Legal staff informed us that there are no revenue sharing procedures outlined in the ORS rules. The Planning Commission unanimously directed staff to prepare a moratorium consistent with ORS 475A.718.

At the November meeting the Warrenton Planning Commission reaffirmed their opposition to the production and distribution of psilocybin products in Warrenton and unanimously recommended approval of the draft Ordinance 1259 to the Warrenton City Commission.

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

Upon passage, the proposed ordinance will effectively prohibit the OHA from issuing 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. This is a unique ORS section in that once the OHA is notified of the city's intent to refer the moratorium to the voters, it shall immediately cease issuing said licenses.

At the November 22, 2022 City Commission meeting, the ordinance was introduced and was not acted upon by the Commission. Staff is requesting that the Commission reconsider the action and adopt the ordinance as presented.

The draft ordinance does the following:

1. It prevents the Oregon Health Authority from issuing new psilocybin manufacturing facility and service center license within the City of Warrenton until such time as a public referendum can occur on a moratorium.
2. It refers a permanent moratorium on the issuance of psilocybin manufacturing facilities and service centers to the electors of the City of Warrenton for a referendum at the next statewide general election on November 6, 2024.
3. If the voters approve the ballot referendum at that time, the moratorium becomes permanent.

If the voters reject the permanent moratorium on these facilities, the city should have a time, place, and manner ordinance in place to take effect the day after the election. The Planning Commission and City Commission will have ample opportunity to thoroughly review several sample ordinances and an ordinance will be ready to go if the voters reject the moratorium.

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 December 13, 2022.

The city legal staff has prepared a memo outlining the adoption process. See the attached memo.

Upon adoption, the Oregon Health Authority will be contacted and made aware of the adoption of the moratorium ordinance and they will be caused to not approve any license applications within the city of Warrenton.

Recommended Motion:

I move that the Warrenton City Commission conduct the first reading of Ordinance 1259.

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

The mayor or designee shall read the ordinance into the record.

Second Motion:

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

An Ordinance Amending the Warrenton Municipal Code declaring a ban on psilocybin service centers and the manufacture of psilocybin 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.

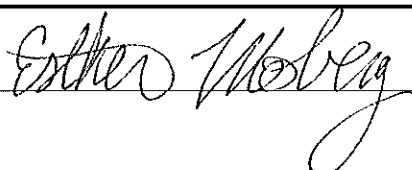
The Warrenton City Commission can table the item for further clarification or modification.

Staff recommends that the City Commission conduct the first reading in its entirety, and the second reading, by title only, of Ordinance 1259, and adoption with roll call vote.

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.

Adopted by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2022.

First Reading:

Second Reading:

APPROVED:

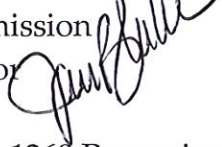
Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Jay Blake, Planning Director 
DATE: December 13, 2022
SUBJ: Public Hearing: Ordinance 1260 Renaming a Portion of SE 19th Street in Section 27 of the City of Warrenton

BACKGROUND:

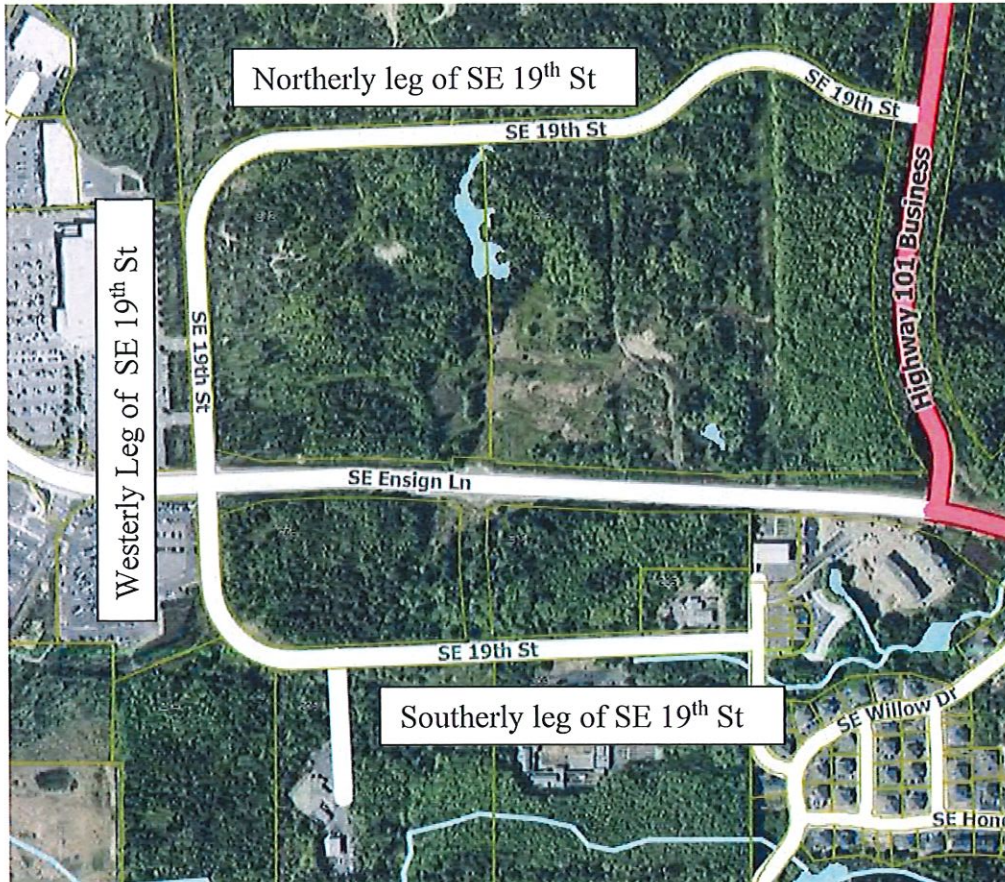
In 2013, Clatsop County began developing the North Coast Business Park property which included the construction of a public road to serve future industrial, business park, and the extension of SE Ensign Lane from the Costco retail area to an intersection with US 101 Business Road. The roadway had three parts: a northerly leg, westerly leg, and southerly leg. All three parts were named SE 19th Street.

Section 12.24 of the Warrenton Municipal Code establishes a grid system for addressing and street naming to reduce confusion and afford the most logical street and addressing system for public safety. This area has a numerical east-west requirement with the prefix SE and Street suffix. North-south roadways should be named nautical-themed names with SE prefix and Avenue suffix. With those requirements, both the northerly leg and westerly leg should be renamed to meet the grid requirements.

The northerly leg is in line with 16th Street SE and the Westerly leg is in line with an "I" nautical theme roadway.

Development has occurred on the southerly portion of the roadway including the County Sheriff's office, Expansion County Jail facilities, and the Clatsop Humane Society.

The undeveloped tracts between SE Ensign Lane and the southerly leg of SE 19th Street are owned by Big Beams LLC. And Columbia Memorial Hospital. The remaining lands owned by Clatsop County are being sold for development and remain undeveloped.



All affected property owners were notified of the possible change.

FINDINGS:

The Planning Commission made the following findings related to this request:

1. The current street names for the northerly and westerly legs of SE 19th Street in Warrenton could lead to confusing addressing and potentially impact public safety and response times; and
2. Renaming the above-mentioned sections of this street would reduce confusion for the general public; and
3. The northerly leg of SE 19th Street should be renamed SE 16th Street so that it is in alignment with our grid system; and
4. The Westerly leg of SE 19th Street should be renamed SE Intrepid Avenue

CONCLUSIONS AND RECOMMENDATION

The Planning Commission unanimously recommended approval of the renaming of the roads and directed staff to prepare Ordinance Number 1260.

Recommended Motion:

I move that the Warrenton City Commission conduct the first reading, by title only of Ordinance 1260.

An Ordinance Renaming a Portion of SE 19th Street in Section 27 of 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 1260.

FISCAL IMPACT

Nominal costs associated with new street signs

Approved by City Manager:



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

ORDINANCE NO. 1260

INTRODUCED BY ALL COMMISSIONERS
AN ORDINANCE RENAMING A PORTION OF SE 19TH STEET IN
SECTION 27 OF THE CITY OF WARRENTON

WHEREAS, Clatsop County constructed SE 19th Street to allow for the development of future Industrial parcels within the North Coast Business Park prior to the construction of SE Ensign Drive; and

WHEREAS, the initial addressing of SE 19th Street has three sections a northerly section, westerly section, and southerly section as depicted on Attachment A; and

WHEREAS, at their November 10, 2022 public meeting, the Warrenton Planning Commission reviewed the street naming and believes that it has the potential to cause confusion with future developments and that the northerly and westerly sections of the road are not in alignment with the approved City addressing grid in Chapter 12.24 of the Warrenton Municipal Code; and

WHEREAS, Oregon Revised Statutes Section 227.120 authorizes a municipality to rename a public street after a public hearing; and

WHEREAS, affected property owners were sent written notification of the intent to rename the northerly and westerly sections of SE 19th Street. Public response from one land owner was reviewed by the Planning Commission. No properties with existing structures is impacted by the proposed street name change.

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

Section 1. The northerly section of SE 19th Street is hereby renamed SE 16th Street and the westerly section is renamed SE Intrepid Avenue (See Attachment B).

Section 2. Effective Date. This ordinance takes effect upon the county receipt of this ordinance.

Adopted by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2022.

First Reading:
Second Reading:

APPROVED:

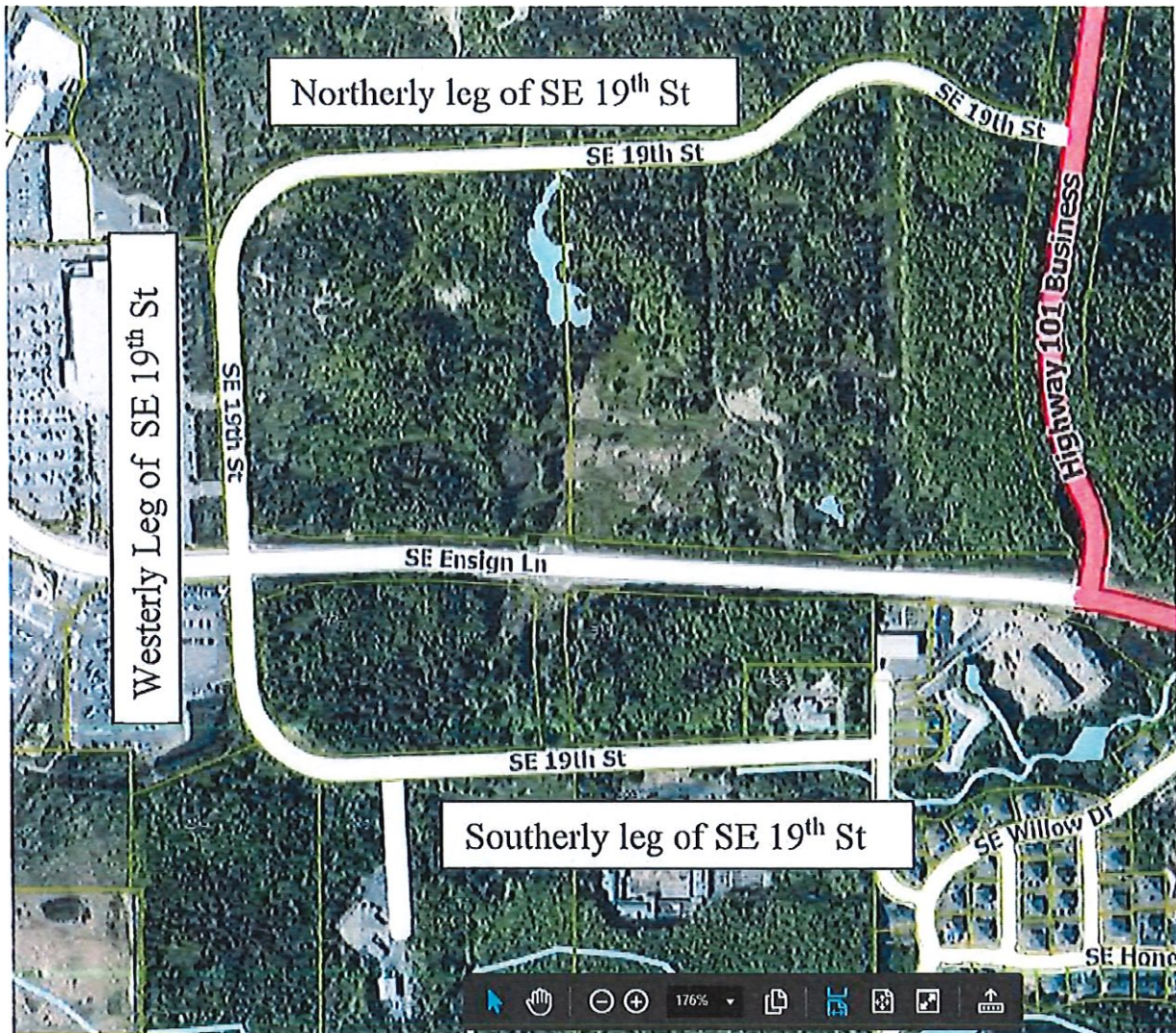
Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

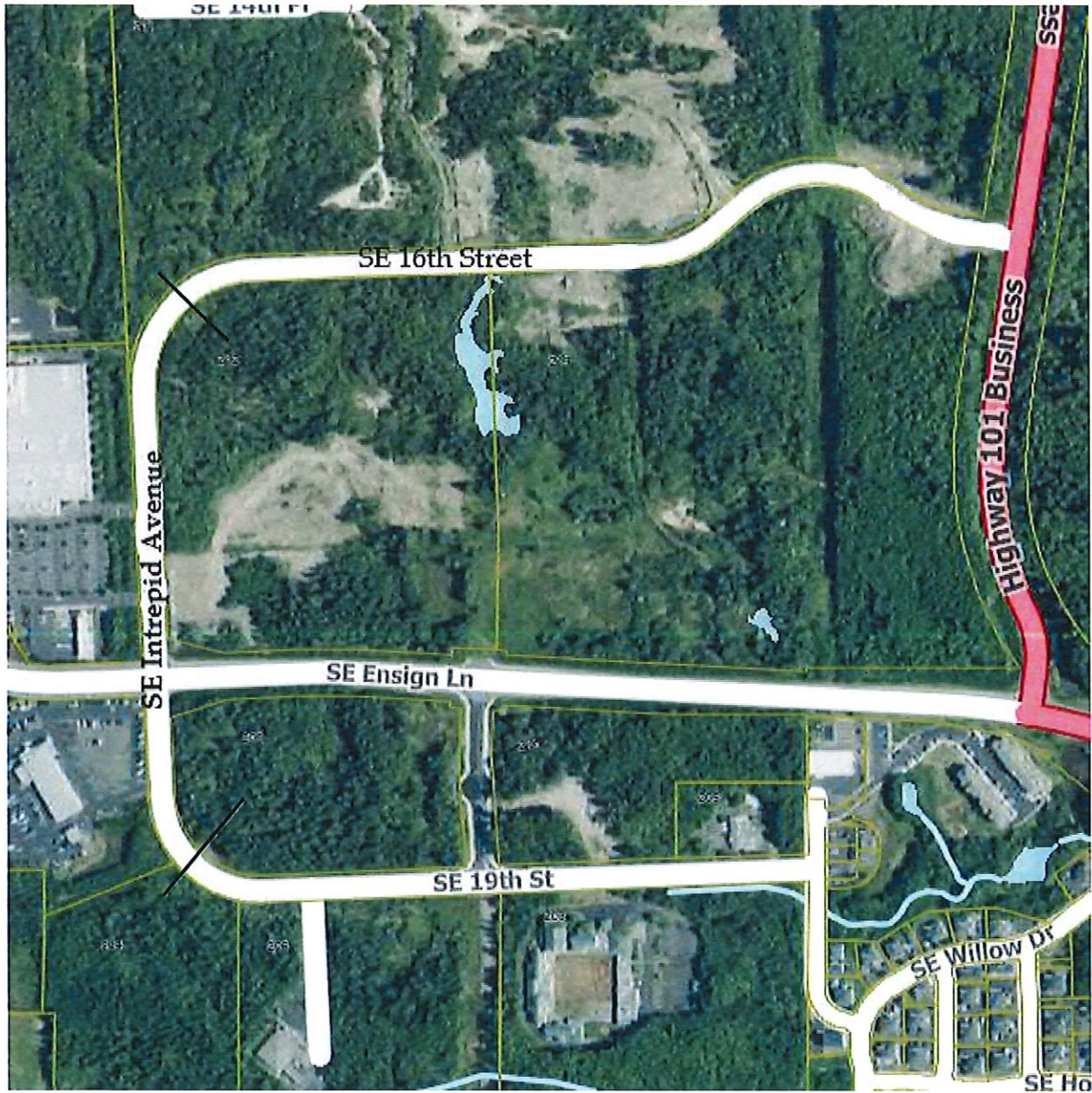
Ordinance No. 1260

Exhibit A – Existing Street Name



Ordinance No. 1260

Exhibit B – Revised Street Names





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kyle Sharpsteen, Interim Public Works Director
DATE: December 13, 2022
SUBJ: Professional Services Contract for Interior Drainage Study

SUMMARY

The City was awarded a Special Works Fund grant from Business Oregon in the amount of \$200,000 for Warrenton and CCDD 11 Levee Certification – Phase 1. A request for qualifications was published in August for this project. West Consultants, Inc. responded with a statement of qualifications and has provided a scope of work.

Public Works recommends West Consultants, Inc. to conduct Phase 1 of Levee Certification with the Interior Drainage Analysis. Their proposal totaling a not to exceed price of \$212,155 and a City contract are attached.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the professional services contract with West Consultants, Inc. for conducting the Interior Drainage Analysis."

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 Nibbeling

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

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this 13th day of December 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and West Consultants, Inc. , hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide Interior Drainage Analysis services for the City of Warrenton, as outlined in the attached Scope of Work (attachment A).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$212,155.00 for performance of professional services;

B. The CONSULTANT will submit a final invoice referencing 028-430-380001 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be James Heyen, P.E.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

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

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

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

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

15. INSURANCE

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

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTs, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force,

stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

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

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

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

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANTS performing the same or similar services at the time CONSULTANT's services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: _____
Henry A. Balensifer, Mayor Date

By: _____

Printed Name: _____ Date

ATTEST:

Title: _____

Dawne Shaw, CMC, City Recorder Date

Exhibit A – Scope of Work

Interior Drainage Analysis – City of Warrenton, OR

The City of Warrenton Interior Drainage Analysis (IDA) will identify the sources of potential flooding, analyze the drainage system response, and determine the water surface elevations that will result from a 1-percent annual chance storm event. The modeled water surface elevations will be used to determine areas inundated to a depth greater than one foot. The objective of the effort is to provide the necessary interior drainage information required for levee certification in a format that will facilitate a timely FEMA review for levee accreditation and revision of the effective flood hazard mapping.

The following specific tasks are proposed:

1. Project Management

WEST will coordinate extensively with City employees throughout the project to ensure that our efforts are well-aligned with project goals. James Heyen, P.E., will serve as the project manager and will have responsibility for administration of all contract paperwork, assignment of responsibilities, monitoring project progress, providing technical direction and oversight, and performing quality assurance reviews. Mr. Heyen will ensure regular communication with the City regarding project progress.

2. Field Reconnaissance and Data Collection

The following data and information will be collected and reviewed as part of the project:

- Existing XP-SWMM modeling and support data used to produce the 2008 Warrenton Stormwater Management Plan
- Additional hydrologic or hydraulic analyses conducted by FEMA or the US Army Corps of Engineers
- Historic flood information, rainfall data, and information regarding flood control/stormwater management facilities (e.g., pump stations) that would affect the conditions of interior flooding
- Survey data of existing channels, tide gates, pump stations, stream crossings, and flood control structures
- Existing LIDAR data for the area, available from the Oregon Department of Geology and Mineral Industries (DOGAMI)
- As-built plans for key system structures

Following data collection efforts, an in-person field reconnaissance will be conducted by the WEST team in coordination with City staff to ensure that all aspects of the drainage systems are fully understood. The reconnaissance will focus primarily on key components of each drainage system, including pump stations, tide gates, conveyance channels, stream crossings, and storage areas.

3. Targeted Field Survey

WEST will work with City staff to develop a process for identifying locations that are either critical to system function or are most likely to have data that require updating. Detailed survey data will then be collected for

comparison with existing data to ensure accuracy. Where the process identifies gaps or deficiencies in existing data, they will be supplemented as necessary. The survey will record both structure information (e.g., inverts, culvert sizes, materials, culvert lengths, etc.) and channel characteristics (e.g., depths, widths, etc.) throughout the drainage system. Elevations and dimensions for key hydraulic structures will be verified and supplemented as necessary. Emphasis will be placed on key system features such as channel crossings, tide gates, and pump stations.

The exact number of surveyed cross sections and structures will be clear following field reconnaissance. For cost estimating purposes, it is assumed that up to 100 cross sections and 30 structures will be surveyed.

4. Hydrologic and Hydraulic Modeling

WEST will conduct a detailed review of the existing 1D XP-SWMM model produced by the 2008 analysis and determine if the general approach and included data are of sufficient quality and resolution for conducting an IDA. If the existing modeling does not meet the requirements of an IDA – which is likely as it was developed for a different purpose – we will provide recommendations for model updates or supplemental analyses. If necessary, an entirely new model will be developed.

The model will be used to evaluate the 1% annual chance storm event within the levee protected areas.

4.1 Hydrologic Modeling

We understand that the 2008 analysis used the Santa Barbara Urban Hydrograph (SBUH) method for a 24-hour rainfall event. Short duration storm events of this type typically are not appropriate for an interior drainage analysis. WEST will evaluate the system response to multiple storm events of various durations, from 24 hours up to 72 hours, and base the IDA results on the most appropriate duration.

4.2 Hydraulic Modeling

Depending on the findings from our model review, WEST will recommend to the City that we either modify and update the existing XP-SWMM, or develop an entirely new model. Whichever the approach, the final model will have the necessary detail for an IDA.

Should a new model be the preferred alternative, it is likely that an alternative software package will be utilized for the analysis. All data from the existing model will be utilized in the new model, so long as it was confirmed to be accurate and appropriate.

The hydraulic modeling, regardless of approach, will incorporate all survey data collected under Task 3.

Draft results of the modeling will be presented to the City for review. Where sufficient data are available, WEST will calibrate the hydrologic and hydraulic modeling to measured or observed high water levels or aerial photography of flooding. Results of the calibration effort or feedback from the City will be used to revise the modeling as needed.

5. Interior Drainage Analysis Mapping

The extent and depth of flooding within the levee protected area will be determined from the results of the IDA. Areas with flooding greater than one foot in depth will be delineated and mapped using contour data

derived from the existing LiDAR data. The mapping will be conducted in a manner that is appropriate for submission to FEMA as part of a Letter of Map Revision (LOMR) application as well as for regulation of existing and future development by the City.

6. System Improvements Alternatives Analysis and Cost Estimates

WEST will work together with Consor (formerly MurraySmith) to scrutinize the results of the IDA and identify locations where the drainage system is either not functioning well or where modifications could result in lower water surface elevations and reduce areas inundated by the base flood. Our approach to the alternatives analysis will include the following elements:

- Determining consistent evaluation criteria for estimating a deficiency's probability of occurrence and the resulting consequence should it occur. Numerical values will be assigned for both parameters.
- Deficiencies will be ranked according to risk.
- Development of conceptual alternatives that address the deficiencies with the highest risk.
- Consultation with the City regarding the results of the ranking exercise and the proposed alternatives to agree upon a select number of alternatives to evaluate with modeling.
- The effectiveness of the agreed-upon alternatives will be evaluated using hydraulic modeling to determine their risk reduction potential according to the evaluation criteria.
- Development of planning-level cost estimates for the alternatives that result in the greatest risk reduction.

For cost estimating purposes, it is assumed that approximately 10 to 15 conceptual alternatives will be developed and have cost estimates developed.

7. Summary Report

A concise technical report will be produced to document the objectives, methods, data, and results of the work. The report will include all data and information necessary for FEMA review of the IDA. All data and information collected or developed as part of the work will be archived as electronic files and will be included as an appendix to the report. The draft report will be provided to the City for review and comment. Upon receipt of any review comments, the draft report will be appropriately revised, finalized, stamped, and signed by a professional engineer registered in the State of Oregon.

8. Community Outreach

The WEST team will assist the City in their community outreach efforts and respond to technical questions generated during the outreach process. We are also committed to supporting the City by attending up to two public meetings to present the draft revisions to flood hazard mapping which result from our analysis.

Fees

The WEST team will perform the tasks outlined above on a time-and-materials basis with a total estimated cost of \$212,155. Work beyond the tasks outlined above will be billed at the rates provided in Exhibit B. Such work will require the explicit approval of the City and WEST.

Schedule

It is anticipated that approximately 28 weeks will be required to complete the seven tasks listed above. FEMA review and processing typically requires an additional three to six months.

Exhibit B - Detailed Cost Estimate for Internal Drainage Analysis - Warrenton, OR

		Vice President	Project Manager	Senior Engineer	Staff Engineer	GIS Analyst	Survey Lead	2-Person Survey Crew	Total Task Hours	Sub-Consultant	Total Task Amount
LABOR COSTS											
Task No.	Description										
1	Project Management	4	40						44		\$ 8,924
2	Field Reconnaissance & Data Collection		8	8	8				24		\$ 3,888
3	Targeted Field Survey		8	8			24	240	280		\$ 74,256
4	Hydrologic & Hydraulic Modeling		8	160	280				448		\$ 62,520
5	Interior Drainage Analysis Mapping		8	16		40			64		\$ 10,536
6	System Improvements & Alternatives Cost Estimates		4	40	60				104	\$ 15,000	\$ 29,820
7	Summary Report	4	24	32		16			76		\$ 13,772
8	Community Outreach		16						16		\$ 3,120
	TOTAL HOURS	8	116	264	348	56	24	240	1,056		\$ 206,836
	HOURLY RATES	\$ 281	\$ 195	\$ 171	\$ 120	\$ 156	\$ 172	\$ 280			
	TOTAL HOURLY ESTIMATE	\$ 2,248	\$ 22,620	\$ 45,144	\$ 41,760	\$ 8,736	\$ 4,128	\$ 67,200		\$ 15,000	\$ 206,836



DIRECT COSTS	
Site Recon Mileage (270 mil, \$0.625/mil)	\$ 169
Survey Mileage (1,200 mil, \$0.625/mil)	\$ 750
Survey Lodging & Per Diem	\$ 4,400
Total Direct Costs	\$ 5,319

TOTAL COSTS	
LABOR COSTS	\$ 206,836
DIRECT COSTS	\$ 5,319
TOTAL	\$ 212,155



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kyle Sharpsteen, Interim Public Works Director
DATE: December 13, 2022
SUBJ: Change Order #2 – 7th and N Main Low Pressure Sewer System

SUMMARY

The NW 7th PI and N. Main Ave Low Pressure Sewer System project was awarded to Bob McEwan Construction and a notice to proceed was given on May 18th, 2022. The project has been completed and a final pay request has been submitted. This change order is for a decrease in total project cost. One service line was added to an empty tax lot that was missed in the project review, which increased that line item. The reduced costs were a reduction in air-release valves, HDPE pipe, road and driveway restoration required.

The engineers estimated cost of construction was \$383,100. We received two bids: one for \$456,621. and Bob McEwan Construction's bid at \$293,935.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the Change Order #2– 7th and Main Low Pressure Sewer System Project, reducing the contract amount to \$267,549.00."

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 Maloney

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

CHANGE ORDER NO.: 2

Owner: **City of Warrenton** Owner's Project No.:
 Engineer: **Civil West Engineering Services, Inc.** Engineer's Project No.: 3211-004
 Contractor: **Bob McEwan Construction** Contractor's Project No.:
 Project: **7th and Main Low Pressure Sewer System**
 Date Issued: **11/15/2022** Effective Date of Work Change Directive: **11/21/2022**

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

Description:

Adjusts final installed quantities and total project cost as noted in Exhibit A.

Attachments:

Exhibit A – Shows original bid quantities, total installed quantities, and resulting price changes

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 293,935.00	Original Contract Times: Substantial Completion: 8/16/2022 Ready for final payment: 9/15/2022
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1 \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 1]: Substantial Completion: 30 Days Ready for final payment: 30 Days
Contract Price prior to this Change Order: \$ 293,935.00	Contract Times prior to this Change Order: Substantial Completion: 9/15/2022 Ready for final payment: 10/15/2022
[Increase] [Decrease] this Change Order: \$ 26,386.00	Increase this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 267,549.00	Contract Times with all approved Change Orders: Substantial Completion: 9/15/2022 Ready for final payment: 10/15/2022

Recommended by Engineer

By: Matthew [Signature]
 Title: Principal
 Date: 11/17/2022

Requested by Contractor

Michael R. McEwan [Signature]
 President
 November 17, 2022

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

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EJCDC® C-941, Change Order.

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CHANGE ORDER 2 - EXHIBIT A									
Project Title	Warrenton 7th & Main LPSS	Owner	City of Warrenton, Oregon			Date	11/10/2022		
Contractor	Bob McEwan Construction	Project No.	3211-004						
A	B	C	D	E	F	G	H	I	J
Bid Item No.	Description	Contract Information				Work Completed		Changes	
		Item Quantity	Units	Unit Price (\$)	Bid Item Total	Total Quantity Installed	Installed Item Total	Quantity	Item Total
1	Mobilization, Bonds, and Insurance	1.0	LS	\$ 21,793.00	\$ 21,793.00	1	\$ 21,793.00	0.0	\$ -
2	Construction Facilities & Temp Controls	1.0	LS	\$ 3,156.00	\$ 3,156.00	1	\$ 3,156.00	0.0	\$ -
3	Demolition & Site Preparation	1.0	LS	\$ 12,900.00	\$ 12,900.00	1	\$ 12,900.00	0.0	\$ -
4	Sawcutting 10" Concrete	700.0	LF	\$ 3.00	\$ 2,100.00	420	\$ 1,260.00	-280.0	\$ (840.00)
5	Sawcutting AC	836.0	LF	\$ 2.00	\$ 1,672.00	752	\$ 1,504.00	-84.0	\$ (168.00)
6	2" HDPE SDR 11 LPSS Main Installation	155.0	LF	\$ 125.00	\$ 19,375.00	143	\$ 17,875.00	-12.0	\$ (1,500.00)
7	3" HDPE SDR 11 LPSS Main Installation	1845.0	LF	\$ 72.00	\$ 132,840.00	1684	\$ 121,248.00	-161.0	\$ (11,592.00)
8	Lateral Installation	18.0	EA	\$ 2,688.00	\$ 48,384.00	19	\$ 51,072.00	1.0	\$ 2,688.00
9	2" Fittings, Valves, and Appurtenances	1.0	LS	\$ 4,197.00	\$ 4,197.00	1	\$ 4,197.00	0.0	\$ -
10	3" Fittings, Valves, and Appurtenances	1.0	LS	\$ 10,267.00	\$ 10,267.00	1	\$ 10,267.00	0.0	\$ -
11	Combination Air Release Valves	4.0	EA	\$ 2,553.00	\$ 10,212.00	1	\$ 2,553.00	-3.0	\$ (7,659.00)
12	Sanitary Sewer Manhole	1.0	EA	\$ 6,534.00	\$ 6,534.00	1	\$ 6,534.00	0.0	\$ -
13	Road Restoration - Asphaltic Concrete (8" Base, 4" Overlay)	39.0	TON	\$ 250.00	\$ 9,750.00	14	\$ 3,500.00	-25.0	\$ (6,250.00)
14	Driveway Restoration - Concrete	120.0	SQ FT	\$ 31.00	\$ 3,720.00	105	\$ 3,255.00	-15.0	\$ (465.00)
15	Driveway Restoration - Asphaltic Concrete	16.0	TON	\$ 300.00	\$ 4,800.00	14	\$ 4,200.00	-2.0	\$ (600.00)
16	Driveway Restoration - Gravel	21.0	TON	\$ 35.00	\$ 735.00	21	\$ 735.00	0.0	\$ -
17	Landscape and Misc Restoration	1.0	LS	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0.0	\$ -
		Original Contract Total			\$ 293,935.00	Total Installed Cost	\$ 267,549.00	Total Cost Change	\$ (26,386.00)



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: City Manager, Esther Moberg
 DATE: 12/13/2022
 SUBJ: Marinas Advisory Committee Board recommendation

SUMMARY

The Marinas Advisory Committee has put forth a recommendation that the Urban Renewal Agency negotiate to purchase Skipanon Marina & RV Supply building located at 69 NE Heron Ave., Warrenton. The Marinas advisory committee see this as a location for community activities in relationship with the Warrenton Marina, Skipanon River, and Tourism.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends that the City Commission not move forward with any action at this time but wait until January to give staff time to put forward a scope of fiscal impact while the city commission also reviews and determine future plans for all current and future City held landlord/tenant operations within the City of Warrenton. Staff would like to put together an overview of any maintenance/deferred maintenance costs, costs to purchase building, and future anticipated staff and building maintenance costs for review by the City Commission in January.

ALTERNATIVE

1) Other action as deemed appropriate by the City Commission

FISCAL IMPACT

Not known at this time.

Approved by City Manager: _____

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

City of Warrenton Board Recommendation

November 23, 2022

Marinas Advisory Committee

Summary:

The committee met on 11/21/2022 with the Skipanon RV property on the agenda. Two members of the Urban Renewal Advisory Committee, Karl Hopper & Amy Leigh Sutton were in attendance to discuss this property.

Fiscal Impact (if any/known):


It is not known what the fiscal impact will be at this time

RECOMMENDATION(S):

(Recommendation Unanimous)

The Marinas Advisory Committee after much discussion with attendees from the Urban Renewal Agency Committee does hereby recommend that Urban Renewal negotiate with the business owner of the Skipanon Marina & RV Supply building located at 69 NE Heron Ave Warrenton, Or 97146 to purchase the building. Purchase would be contingent on exercising proper due diligence as to the condition of the building to determine fair market value. This location being in the entry corridor to downtown Warrenton offers the potential for more community activities in relationship to the Warrenton Marina, Skipanon River and tourism.

Respectfully Submitted,


Pam Ackley,
Chair



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: City Manager
 DATE: 12/13/2022
 SUBJ: Consideration of December 27, 2022 City Commission Meeting
 Cancellation

SUMMARY

Staff are recommending that the City Commission not hold the second City Commission meeting of the month on December 27th, 2022. City Hall offices are closed the Friday before Christmas Eve and the Monday after Christmas Day. Due to the holidays, staff would have a hard time getting together agenda packets in time for this meeting.

RECOMMENDATION/SUGGESTED MOTION

I move to cancel the December 27th City Commission meeting.

ALTERNATIVE

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

FISCAL IMPACT

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

Approved by City Manager:

Esther Melberg

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



City of Warrenton Board Appointee Packet



November 27, 2022

To the Warrenton City Commission:

I nominate David Burkhart for re-appointment to the Warrenton Budget Committee, Position no. 1. David has been an active member of this board and the community for many years. I see no reason not to re-appoint him.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive style with a prominent flourish at the end.

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint David Burkhart to position #1 to the Warrenton City Budget Committee.

Alternate Action:

Reject the nomination and request the Mayor nominate a different person; or Reject the nomination and take no action.



November 27, 2022

To the Warrenton City Commission:

I nominate Carol Snell for re-appointment to the Warrenton Community Center Board, Position 3. She has been an active member of this board and the community for many years. I see no reason to not re-appoint her.

Sincerely,

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Carol Snell to position #3 to the Warrenton Community Center Board.

Alternate Action:

Reject the nomination and request the Mayor nominate a different person; or Reject the nomination and take no action.



November 27, 2022

To the Warrenton City Commission:

I nominate Amanda Donovan for re-appointment to the Warrenton Community Library Advisory Board.

Furthermore, I nominate Brenda Atwood to be appointed to fill the unfulfilled term of Natalie Duggan who resigned this year on the same board.

Brenda has applied twice to be on the board over the past two years and is very eager to become an active member of the board. From my interview with her, I gleaned an earnest desire to be involved beyond the boardroom to support the library and she has a strong sense of what a library brings to adults. I believe she would be a good addition to the board.

Sincerely,

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to re-appoint Amanda Donovan to position #6 and appoint Brenda Atwood to position #3 on the Warrenton Community Library Advisory Board

Alternate Action:

Reject the nomination(s) and request the Mayor nominate a different person; or Reject the nomination and take no action.



November 27, 2022

To the Warrenton City Commission:

The Warrenton Marinas Advisory Committee consists of 5 members, with requirements that the board must contain at least one professional mariner, one member at large, and one commercial fishing user. Currently Michael Balensifer serves as the professional mariner, Tim Kindred serves as the commercial fishing user, and Lylla Gaebel serves as the at large member. Chair Pam Ackley is a moorage user and Malcom Cotte owns the Fishstix Seafood Market.

Michael Balensifer and Lylla Gaebel have both applied for re-appointment to another 2 year term. James Fowler, current lessee of the bait store at the Hammond Marinas has also applied.

Per Chapter 4 §M (5) a¹ & b², of the City Commission Rules, I am disclosing that Michael Balensifer is my father and submitting his name alongside James Fowler and Lylla Gaebel's for consideration to appointment/reappointment to the committee.

Sincerely,

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

Henry A. Balensifer III
Mayor

Possible Motions:

I move to appoint (pick two—Michael Balensifer, Lylla Gaebel, James Fowler) to positions 4 and 5 on the Marinas Advisory Committee.

Alternate Action: Reject appointees and direct the mayor to search for and nominate others.

¹ If a relative, boss, or employee of a Commissioner meets eligibility requirements and applies to serve on a board, that citizen is entitled to participate in their government.

² The Mayor, being the sole member to nominate appointees, may not nominate a relative...however in the same spirit as in paragraph (a) above, the Mayor may forward the person's application and any other who applied for nomination that are not already being nominated for position on that board. In such cases, the Commission shall consider all such persons as nominees for that board and appoint whichever nominee to that specific board position.



November 27, 2022

To the Warrenton City Commission:

I nominate Bert Little for re-appointment to the Parks Advisory Committee, Position 4 and Sammi Beechan for appointment to Position 3.

Bert currently chairs the board, and has been a very active member of the community. His service has been exemplary and I see no reason to not re-appoint him to the board.

Sammi is new to the community, albeit a proud resident of the Hammond district. She originally applied for the planning commission, but after our 2.5 hour interview, I believe her energy and ideas would make her a greater asset to the parks board and she agreed to accept the nomination.

Sincerely,

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Bert Little to position 4 and Sammi Beechan to position 3 on the Warrenton Parks Advisory Committee.

Alternate Action:

Reject the nomination(s) and request the Mayor nominate a different person; or Reject the nomination(s) and take no action.



December 4, 2022

To the Warrenton City Commission:

I nominate Mike Moha for re-appointment to Position 4 and Jessica Sollaccio ¹ for appointment to position 5 of the Warrenton Planning Commission.

Mike Moha has been a fixture on the Planning Commission asking incisive questions and staying away from conflicts of interest. I expect he will continue to be a valuable and contributing member to the commission.

Jessica Sollaccio is a young healthcare professional. I interviewed her for roughly two hours and found that she is both extremely intelligent and I believe may even push the planning department further towards our livability goals. She recently completed a major renovation of her house and is familiar with the departments from a consumer level. She is not a major landowner and thus will have minimized chances of any conflicts, as well as will provide critical representation of a demographic we lack on the planning commission—young families with children.

I also want to note that while she was not on a board, and had very short notice, she did attend chairs training. I believe she will be a good addition to the planning commission.

Sincerely,

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Mike Moha and Jessica Sollaccio to positions 4 and 5 to the Warrenton City Planning Commission.

Alternate Action: Reject the nomination(s), and request new nominees.

¹ Other applicant(s): Roger Warren, Ken Yuill (applying for re-appointment)