



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
January 24, 2023 – 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 Work Session Minutes – 01.06.23
- B. City Commission Meeting Minutes – 1.10.23
- C. Warrenton Community Library Board Meeting Minutes – 12.14.22
- D. Police Department Monthly Report – December 2022
- E. Police Department Statistics Review - 2022

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**

***Proclamation – Love Your Library Month**

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** - None

7. BUSINESS ITEMS

- A. Consideration of Warrenton Community Library Board Recommendation
- B. Consideration of Second Reading of Ordinance No. 1260; Renaming a Portion of SE 19th Street in Section 27 of the City of Warrenton
- C. Consideration of Request to Declare Rescue 2751 Surplus
- D. Consideration of Second Reading of Resolution No. 2637; Construction Review Fee
- E. Consideration of Request for Qualifications – Hammond Transmission Waterline Project
- F. Consideration of Request for Qualifications – Raw Waterline Replacement Project
- G. Consideration of Deep-Sea Fishermen Benefit Fund Request

8. DISCUSSION ITEMS

- A. Ordinance Revision Discussion – Code Updates
- B. City Manager Summary of 1.06.23 Work Session

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
Work Session – January 6, 2023
12:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 12:00 p.m.

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

Excused: Commissioner Paul Mitchell

Staff Present: City Manager Esther Moberg, Planning Director Jay Blake, Police Chief Mathew Workman, Fire Chief Brian Alsbury, and City Recorder Dawne Shaw

City Manager Esther Moberg began the review of a Power Point presentation on City Land and Building Inventory, and the future needs of the city. Planning Director Jay Blake reviewed several vacant city properties with potential opportunities for sale. He noted a parcel adjacent to NW 11th and the potential to reserve that for future parking for the upcoming trail and developments. Discussion continued on two parcels near Fast Lube and Warrenton Kia; Kia has indicated they would like to purchase the parcel in their lot. The parcel near Fast Lube could be used for revenue from signs/billboards, etc. Consensus was to have a new appraisal on the Kia parcel. Discussion continued on the cost of appraisals. Mr. Blake continued his review of city owned parcels off of SE Galena.

Discussion followed on the lots near Tansy Creek and Carruthers Park. Suggestions were to reserve the Carruthers parcels for potential open space or nature trails and to have a future Hammond Urban Renewal District look at options. The review continued with discussion on the city property currently occupied and improved upon by Robin Bergerson. He has requested to purchase it. After further discussion, consensus was to keep it for wetlands credit and go forward with a lease with Mr. Bergerson. Mr. Blake reviewed the city-owned wetlands behind the soccer fields and suggested looking into a wetland bank. Review and discussion continued. Triangle Park was discussed as a potential site for the Hammond Community Gardens.

Ms. Moberg discussed the City Tenant/Landlord Leases. She noted many of these leases were initiated in the 1990's and the rates are very low and do not match current market rates. She stated she has questions on direction moving forward; is the City Commission happy with the way these leases are presented; the way they are enforced; is there enough criteria around how they are used, or would they like to see shorter leases; revamping of the criteria; and would they like to see a more stringent approach on enforcing the criteria. Ms. Moberg stated if she knows the expectations up front, she can communicate those to the tenant. She proceeded with her review of the leases. Mayor Balensifer noted his thoughts on past practices and stated those properties and how they are managed reflects on the city. Discussion followed on the inspection

intervals; suggestions were 6 or 12 months, and as needed/complaint driven. The review and discussion continued on leased properties:

- Pacific Fishing, LLC (Gearshed) – tenant would like to purchase.
- Tackle Time – tenant owned building; in poor repair and has possible lease violations. Staff recommendation is to continue a bait shop in this location but would like to review and decide best course of action for this particular lease site. Discussion continued on parking at the marina and the illegal dumping into the storm drain.
- Fowler/Big Game Fishing – would like to revisit this lease and what the commission would like to see in this space. Mayor Balensifer noted the entire lot should have been cleaned out within the initial six months; discussion followed. Ms. Moberg reviewed the condition of the buildings.
- Ms. Moberg discussed Leach’s Fisherman’s Storage. She noted he is consistently late with his lease payment. Brief discussion followed; it was noted inspections are needed, there is a suspected residence built into one of the storage units. There are several violations including the occupation of the city right-of-way. Ms. Moberg stated she would like to review this lease and also look at what the current market rates are on properties of that size.
- Also discussed was Mr. Allgeyer’s interest in purchasing the parking area near to Skipanon Marine & RV. Commissioner Baldwin reiterated his opinion that the area should be left clear for fire department access; brief discussion followed.

Police Chief Mathew Workman reviewed his current space constraints and future departmental facility needs. He noted they are completely out of space for both staff and storage. Officers have very limited shared workspace (4 cubicles for 10 officers), and the space for office staff is maxed out as well. He stated they would need to build an addition or a renovation. He noted the department wants and needs, and stated a new facility would be ideal, but the cost is prohibitive. Brief discussion continued.

Fire Chief Brian Alsbury discussed the Fire Department facility needs. He noted there is a need for living/sleeping quarters, and there is currently no duty officer area. They have no lobby area for the public, and limited office space. He continued to review the shortfalls of the current space and noted the need for training center with towers. Chief Alsbury stated the east side of Hwy 101 is underserved and would benefit from a facility in that area. He stated that ideally, he would like to put in a new station on the east side, with a training facility all in the same footprint. He would like a survey and/or strategic plan. Mayor Balensifer discussed the potential benefits of a county-wide bond for a regional training facility. Chief Alsbury noted another area that is lacking is marine firefighting. He noted we have the largest fishing fleet in Oregon which is protected by a surplus skiff with a small trash pump, and land-based firefighters. Discussion continued. Mayor Balensifer asked what the higher priority is – training center or marine firefighting; Chief Alsbury stated marine firefighting would be a priority. Mayor Balensifer suggested charging a fee for vessels entering the Skipanon channel, for marine fire services, to fund marine training, a boat and floating boat house. Discussion continued on facilities and logistics.

Mayor Balensifer recessed the meeting at 1:58 pm. The meeting reconvened at 2:04 pm.

Ms. Moberg gave a brief overview of the other city departments' needs:

- Building/Planning – maxed out for personnel, no storage, and no dedicated meeting space.
- Library – would prefer to own the building. The current leased space is fairly sufficient, but there is no room for growth. Mayor Balensifer discussed the urban renewal funds that have been spent on marina but not the library. Discussion followed the Fenton building and its current condition. Ms. Moberg stated she would like to see at least 5,000 sq. ft. for the library. Discussion followed on other potential buildings for the library.
- Marinas – no potential needs at this time; the current space is sufficient.
- Public Works – could be relocated out of the heart of downtown to a more industrial setting. Brief discussion followed on alternate locations. Ms. Moberg noted the city is starting the preliminary look at the expansion of the Wastewater Treatment Plant expansion, and the possible expansion of Water Treatment Plant reservoirs.
- Finance/Admin – more storage is needed; expansion of chambers; staff breakroom; dedicated server room; more public restrooms; elevator would be needed if the building is expanded upwards. Discussion continued; a suggestion was to move city hall and leave public safety departments in the current building, due to the expense. Ms. Moberg stated the current budget does allow us to start the design process, to start looking at the renovation of the current building and other options. Commissioner Dyer noted a previous idea to have a city owned home to temporarily house newly hired/relocated staff. Commissioner Baldwin noted the construction process to build up the current municipal building; discussion followed.

Ms. Moberg summarized the next steps; look into the Kia property to see if the recent appraisal is accurate or if we should get it reappraised; the Galena lots – start with assessing the value; the lots near Tansy Point – there were questions about public works access to the creek – will check into and report back; land near Carruthers Park – leave it as is for the foreseeable future; Bergerson's request to purchase the city property he has expanded on – direction is to look at leasing it to him instead; commission consensus was to hold the wetlands for wetlands credit. Brief discussion followed on the lot near the Tagg property (11th street) which will be preserved for parking for the potential trail development; Triangle Park is a potential location for the community gardens. Consensus was to look at selling the gear shed lot – Ms. Moberg will look into the value and potential interest. Ms. Moberg continued a review of the next steps of land lease agreements; she recommended shorter lease terms and adjusted rate increases. She also noted commission direction on more frequent inspections of properties and more stringent enforcement of the contracts. Discussion continued on lease agreements, language, terms, and rates.

There being no further business, Mayor Balensifer adjourned the work session at 2:38 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

MINUTES
 Warrenton City Commission
 January 10, 2023
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

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

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Fire Chef Brian Alsbury, Interim Public Works Director Kyle Sharpsteen, Planning Director Jay Blake, Finance Director April Clark, Public Works Utility Worker Jim McCarthy, Public Works Utility Worker Mike Ulness, and City Recorder Dawne Shaw

OATHS OF OFFICE

Henry Balensifer was sworn into office for Mayor and Paul Mitchell was sworn into office for City Commissioner, Position No. 4; by City Recorder, Dawne Shaw.

SELECTION OF MAYOR PRO TEM

Per City Charter, the Mayor Pro Tem is selected by ballot by the Commission at its first meeting each calendar year. Commissioner Baldwin stated he would like to serve as Pro Tem for one more year.

City Recorder Dawne Shaw collected the cast ballots and read them aloud:

Commissioner Poe voted for Commissioner Baldwin
 Commissioner Baldwin voted for Commissioner Baldwin
 Mayor Balensifer voted for Commissioner Baldwin
 Commissioner Mitchell voted for Commissioner Poe
 Commissioner Dyer voted for Commissioner Baldwin

By majority vote, Commissioner Baldwin was elected Mayor Pro Tem for the calendar year 2023.

Mayor Balensifer noted public comments received by email in regard to the Fowler/Big Game Fishing lease. City Recorder Shaw noted that twenty emails were received, and read the names as follows: Jonathan Berkompas, Beverly Zapffe, Caleb Vineyard, Roger Rolen, Michael Niece, Antionette Rehnert, Roger Newton, John Jagosh, Jesse Vassar, Rick Armstrong, Peter Stutheit, Corey Larnar, Mike Halicki, Nathan Farmer, Madeleine Starks, Brian Liebert, Jack Vondeling, Sara Rehnert, Victoria Rehnert, and Butch Fielder.

Mayor Balensifer also noted a correction to the motion for Business Item 9-C.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 12.13.22
- B. Building Department Quarterly Report – Oct. – Dec. 2022
- C. Warrenton Community Library Board Meeting Minutes – 9.14.22

D. Monthly Finance Report – November 2022

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

COMMISSIONER REPORTS

Mayor Balensifer noted that if there are any boards that the commissioners would want to be on or would like to step down from to let him know, that this will be on next meetings agenda.

PUBLIC COMMENT

Via Zoom – Edward Chin spoke in support of the Big Game Fishing lease. He noted that without a bait business in the Hammond Marina his business would suffer greatly.

Via Zoom – Gordy Webster also spoke in support of the Big Game Fishing lease. He also wanted to make the commission aware of how vital it is to his business that there is a bait shop in the Hammond Marina, and how there not being one will affect not only business but the community as well.

Jim Fowler spoke in regard to a letter he received from the city noting the intent to not extend their lease. He noted all the work they have put into the business and community, and he believes that their business can grow and become better. He stated that he and his wife are true Warrenton community members.

Tony Faletti thanked Public Works, Police Department and Fire Department for all their work during the last few storms. He also noted concerns of the erosion at Seafarer’s Park.

PUBLIC HEARINGS

City Manager Esther Moberg presented her staff report explaining the process to move forward with transferring the Head Start building to Community Action Team of Columbia County. There being no questions for staff, Mayor Balensifer asked for a motion.

Commissioner Dyer made the motion to adopt Resolution No. 2638, a Resolution Declaring Certain Property to Have No Real Market Value. Motion was seconded.

City Recorder Dawne Shaw noted a point of order and informed Mayor Balensifer that he needed to open the public comment period for this hearing, because it is a public hearing. Mayor Balensifer apologized, and declared Commissioner Dyer’s motion out of order, which made the motion null and void.

Mayor Balensifer opened the public hearing on Resolution No. 2638; Declaring Certain Property to Have No Real Market Value. Formalities followed. No conflicts of interest or exparte contacts were reported. City Manager Esther Moberg noted that the staff report is in the record. No one spoke in favor or opposition to the Resolution. There being no further comments or discussion, Mayor Balensifer closed the hearing.

Commissioner Dyer made the motion to adopt Resolution No. 2638, a Resolution Declaring Certain Property to Have No Real Market Value. Motion was seconded.

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

MINUTES

Warrenton City Commission

Regular Meeting – 1.10.23

Page: 2

Mayor Balensifer opened the public hearing on Ordinance 1260; Renaming a Portion of SE 19th Street in Section 27 of the City of Warrenton. Formalities followed. No conflicts of interest or ex parte contacts were reported. Planning Director Jay Blake presented his staff report, noting the updated name, per commission consensus. No one spoke in favor or opposition to the Ordinance. There being no further comments or discussion, Mayor Balensifer closed the hearing. Mayor Balensifer asked for clarification on other streets naming's that have the same scenario as the to be Ironwood St. Mr. Blake responded with, he is aware of these streets and is looking in to them. Discussion continued.

Commissioner Baldwin made the motion to conduct the first reading, by title only, of Ordinance No. 1260; Renaming a Portion of SE 19th Street in Section 27 of the City of Warrenton. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1260.

BUSINESS ITEMS

Ms. Moberg discussed a Field Use Agreement with Warrenton Kids Inc. (WKI) for use of the ballfields at Quincy Robinson Park. It was noted that WKI has reviewed the agreement.

Commissioner Dyer made the motion to approve the Warrenton Kids Inc. agreement for use of the City ball fields. Motion was seconded and passed unanimously.

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

Mayor Balensifer noted several resolutions authorizing appointments and setting terms of office to various advisory boards.

Commissioner Baldwin made the motion to adopt Resolution No. 2633; Authorizing Appointments to Fill Positions on the Warrenton Community Center Advisory Board and Setting Terms of Office. Motion was seconded and passed unanimously.

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

Commissioner Baldwin made the motion to adopt Resolution No. 2634; Authorizing Appointments to Fill Positions on the Warrenton Marinas Advisory Committee and Setting Terms of Office. Motion was seconded and passed unanimously.

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

Commissioner Baldwin made the motion to adopt Resolution No. 2635; Authorizing Appointments to Fill Positions on the Warrenton Parks Advisory Board Warrenton Planning Commission and Setting Terms of Office. Motion was seconded and passed unanimously.

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

Commissioner Baldwin made the motion to adopt Resolution No. 2636; Authorizing Appointments to Fill Positions on the Warrenton Planning Commission and Setting Terms of Office.” Motion was seconded and passed unanimously.

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

MINUTES

Warrenton City Commission

Regular Meeting – 1.10.23

Page: 3

Interim Public Works Director Kyle Sharpsteen presented Resolution No. 2637; Adopting Construction Review fees; Establishing February 24, 2023, as the Effective Date. Mayor Balensifer noted this is Mr. Sharpsteen's last meeting as a city employee. Commissioner Baldwin asked for clarification on the fees; Mr. Sharpsteen clarified these fees are for public works projects.

Commissioner Baldwin made the motion to conduct the first reading, by title only, of Resolution No. 2637; Adopting Construction Review fees; Establishing February 24, 2023, as the Effective Date. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading, by title only, of Resolution No. 2637.

Mayor Balensifer stated he was sad to see Mr. Sharpsteen go but will look forward to seeing him at the fairgrounds.

DISCUSSION ITEMS

Mayor Balensifer gave an update from the January 6, 2023, Work Session regarding City Land and Building Inventory, and the future needs of the city. He noted this agenda item was set by the Commission last year. He summarized the work session discussion. Ms. Moberg noted her understanding of the direction going forward and is making an action plan. Mayor Balensifer also noted about having standardized clauses that are clear in any new leases.

GOOD OF THE ORDER

Commissioner Dyer is looking forward to having a good, productive year.

Commissioner Mitchell is looking forward to serving his new term.

City Manager Moberg gave comments regarding the departing of Mr. Sharpsteen. She also noted the work session input from police and fire about future departments that will come back as a work session in a year from now.

Mayor Balensifer spoke in regard to Tony Faletti's comment and noted his concerns at the Hammond marina. He also noted the great job Public Works did dealing with the recent storms/heavy rains. Commissioner Baldwin also noted the awesome job Public Works, Police Department and Fire Department has done as well.

There being no further business, Mayor Balensifer adjourned the meeting at 6:42 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 Community Library Board Regular Meeting

December 14, 2022 - 5:30 p.m.
Warrenton City Commission Chambers
225 South Main Ave., Warrenton, OR 97146

1. Call to order: Kelsey opened the meeting at 5:31 p.m.
2. Roll call: Kelsey Balensifer, Karyn Grass, Amanda Donovan (through Zoom), and Eileen Purcell. Also attending: City Manager Esther Moberg. Unable to attend: Joy Wheatley-Decius and Dawn DeLacey.
3. Recognition of guests: Dave Zunkel, Vice Chair of the WCL Friends group and Ethan Meyers of the *Daily Astorian*.
4. Public comment: There was no public comment.
5. Consent calendar
 - A. Regular Meeting Minutes 9.14.22: Kelsey asked for a motion to approve the meeting minutes from the September quarterly meeting. Karyn moved to approve the minutes, Eileen seconded, and all approved.
6. Discussion items
 - A. Library report: Cass Williams submitted a library report in lieu of the regular director's report. Cass has been keeping the library afloat until a new director is hired.
 - B. Friends Group update: Free books were distributed at the Fall Festival held in the Warrenton City Park. There were two Library After Dark events in October and November and the January and February events are already scheduled. The Friends and the Board will schedule a joint meeting in January to discuss moving forward with the May ballot to pass the levy.
 - C. Board member vacancies: The City Commissioners approved Brenda Atwood to the position last held by Natalie Duggan; unfortunately, she is sick this evening and cannot attend. There is still one board vacancy due to Dawn not reapplying. She has work and family commitments that are limiting her available time. Amanda renewed her position for another term. There is an application available on the city website for those who are interested. We are a seven-member board.

D. Operations levy: We discussed with disappointment the failure of the November levy to pass. The final vote count determined it failed to pass by 71 votes. We discussed recommending the current rate of \$.33, down from the \$.38 on the November ballot. The \$.38 would allow for additional staffing while the \$.33 will maintain current levels. County-wide there was a 65% voter turnout rate. Some Facebook posts cited increased taxes as a factor in the negative outcome. The Library levy will be the main focus of the May special ballot. We talked about the Astoria Library levy outcome and how the ADA compliance issue played a central role in its passage. The failure to pass has generated more articles and awareness of how the WCL is funded solely through the levy. Esther speculated that the May ballot will generate lower turnout and will be decided by a close vote. We need to focus on turning out "yes" voters, perform outreach to those who are supportive but who do not use the library, and devise a clear message that the library will close without passage of the levy. Esther will look for grants that may help market the message. The Friends will meet December 15 to develop strategy going forward. The deadline for the City to submit is February 24, 2023.

8. Good of the order: Esther mentioned the donated sign hasn't yet been hung due to staff shortages. One application has been received for the position of Youth Services. We will be informed soon about the January joint meeting with the Friends.

9. Adjournment: The meeting concluded at 6:00 p.m.

Meeting Minutes were taken and recorded by Eileen Purcell, Board Secretary.



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: January 24, 2023
 RE: December 2022 Report

Upcoming Dates:

- February 6th CERT Meeting
- February 7th & 21st Municipal Court
- February 22nd 911 Subscriber Board

Highlights Since the Last Report:

- Chief Workman has participating in weekly meetings on a BM114 Steering Committee representing the OACP.
- 12/08 department meeting and Defensive Tactics Training.
- 12/09 kickoff meeting to install new video server and body worn cameras.
- 12/10 Shop With A Cop at Walmart.
- 12/29 Night shoot Firearms training at the range.
- 01/02 Festival of Trees ride-along winner's ride w/Chief Workman.
- 01/11 to 01/13 Chief Workman and Sgt. Pierce attended ELTS Conference in Seaside.
- 01/18 Ofc. Berndt, Ofc. Crosby, & Chief Workman participated in Storytime at the Library.
- 01/19 Clatsop County Law Enforcement administrators meeting at CCSO.

Traffic Statistic Highlights:

- Two (2) Failure to Carry and Present Driver's License Citations
- Sixteen (16) Driving While Suspended Citations/Arrests
- One (1) Failure to Yield Citation
- Two (2) Following Too Closely Citations
- Ten (10) Insurance Citations
- Two (2) Failure to Install Interlock Device Citations
- Three (3) No Driver's License Citations
- One Hundred Eleven (111) other Citations and Warnings
- Twenty-One (21) Accident Investigations

**TRAFFIC
STATISTICS**

Overall Statistics:

Category	December Statistics (% changes are compared to 2021)						
	2022	2021	%Chg	2020	%Chg	2019	%Chg
Calls for Service	721	582	24%	649	11%	716	1%
Incident Reports	206	219	-6%	203	1%	232	-11%
Arrests/Citations	116	127	-9%	185	-37%	145	-20%
Traffic Stops/ Events	199	115	73%	140	42%	161	24%
DUII's	0	1	-100%	3	-100%	5	-100%
Traffic Accidents	21	22	-5%	19	11%	23	-9%
Property Crimes	81	93	-13%	89	-9%	102	-21%
Person Crimes	59	61	-3%	75	-21%	61	-3%
Drug/Narcotics Calls	5	2	150%	11	-55%	5	0%
Animal Calls	15	16	-6%	14	7%	20	-25%
Officer O.T.	110	181	-39%	166	-34%	323.2	-66%
Reserve Hours	0	0	0%	0	0%	12	-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

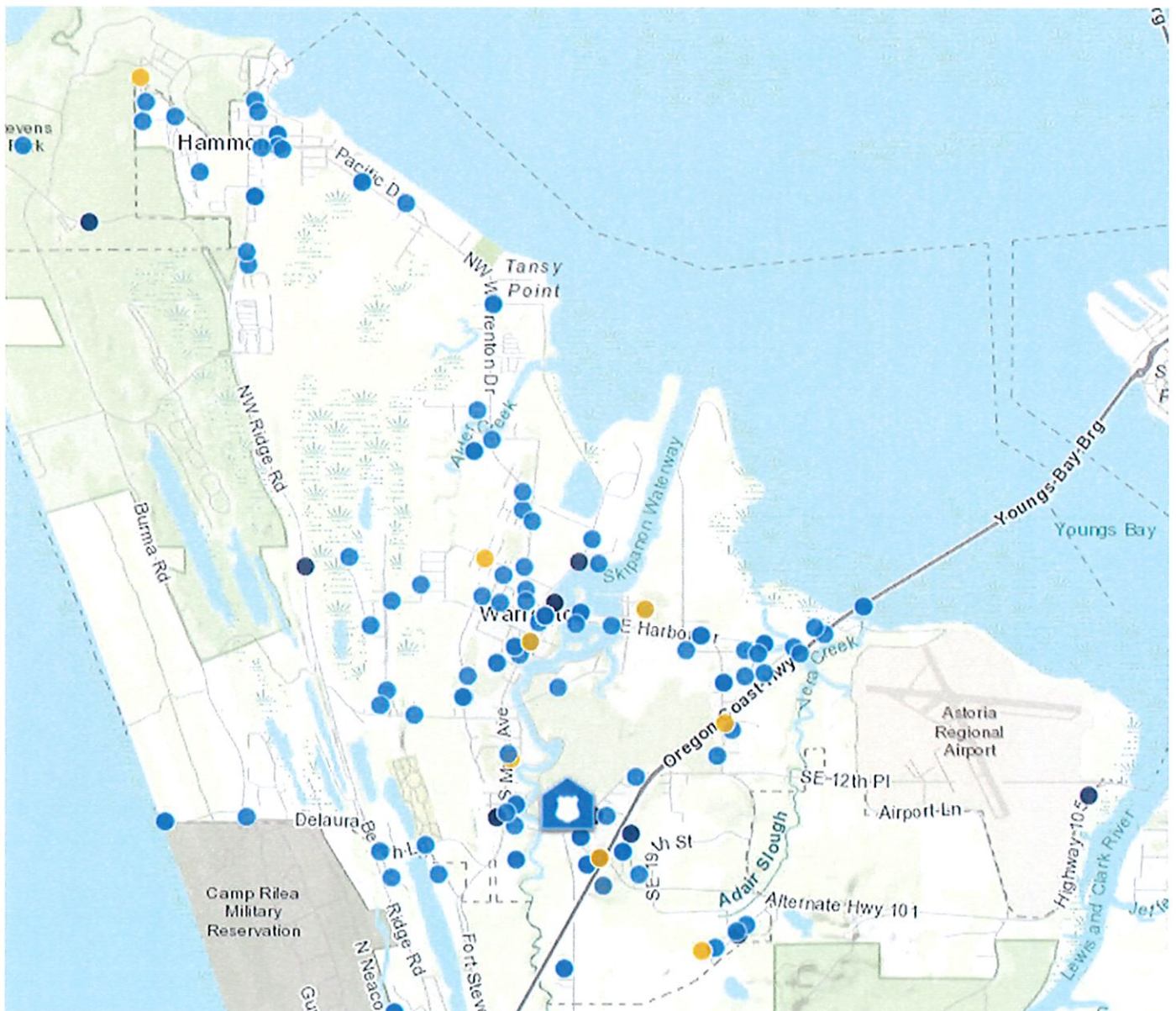
Oct	Nov	Dec	2022 YTD	2022 Estimate	2021	2022 v 2021	2020	2022 v. 2020	2019	2022 v. 2019
721	525	721	8050	8050	8531	-6%	7955	1%	9270	-13%
216	170	206	2477	2477	2461	1%	2442	1%	2469	0%
101	95	116	1602	1602	2020	-21%	1891	-15%	2095	-24%
143	136	199	1739	1739	1662	5%	2000	-13%	2489	-30%
0	3	0	34	34	30	13%	27	26%	36	-6%
17	11	21	179	179	187	-4%	228	-21%	246	-27%
116	83	81	1203	1203	1239	-3%	1191	1%	1230	-2%
69	36	59	805	805	964	-16%	830	-3%	863	-7%
5	3	5	40	40	40	0%	58	-31%	86	-53%
26	23	15	278	278	253	10%	207	34%	289	-4%
275.5	225	110	2213	2213	1503.1	47%	2075.4	7%	2194.5	1%
0	0	0	0	0	0	-100%	12.5	-100%	259.5	-100%

Homeless Incidents	2022	2021	2020
Code 40 (Normal)	27	30	30
Code 41 (Aggressive)	0	4	1

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

The following is a graphic representation of statistics for **December 2022** using our **CityProtect** 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 (www.cityprotect.com), 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 | | | |



2022

WPD STATISTICS REVIEW



Chief Mathew Workman
Chief of Police
January 24, 2023



WARRENTON POLICE DEPARTMENT

2022 STATISTICS REVIEW

JANUARY 24, 2023



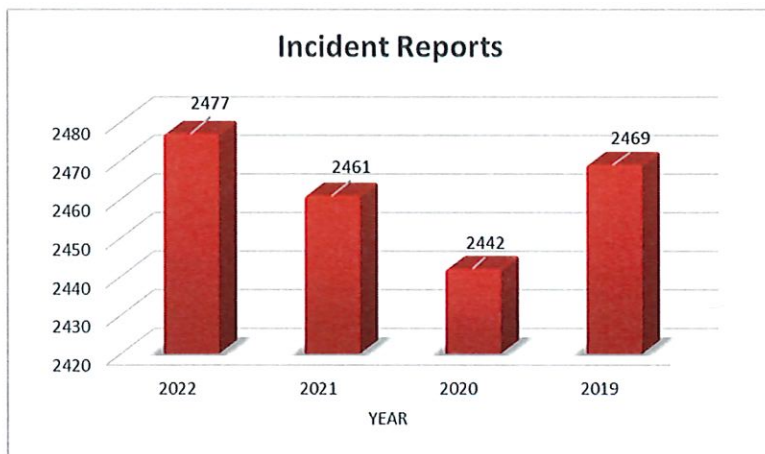
The following is a 4-year statistical comparison for the WPD (2019, 2020, 2021, 2022).

Some statistics of note are as follows:

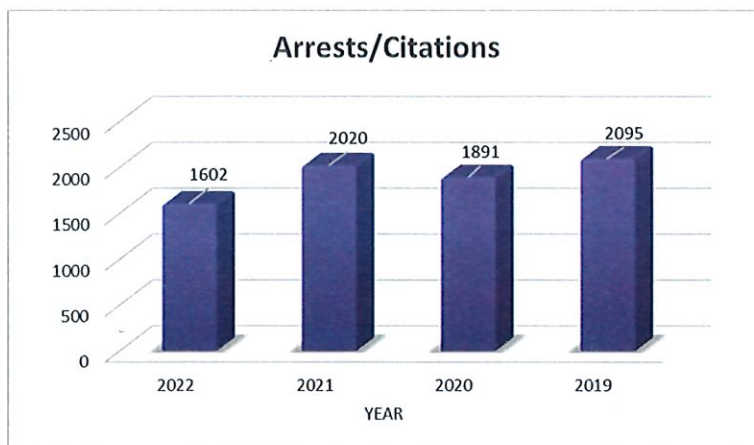
- **Overall Calls for service** were at 8,050, a 6% decrease over 2021 (8,531).



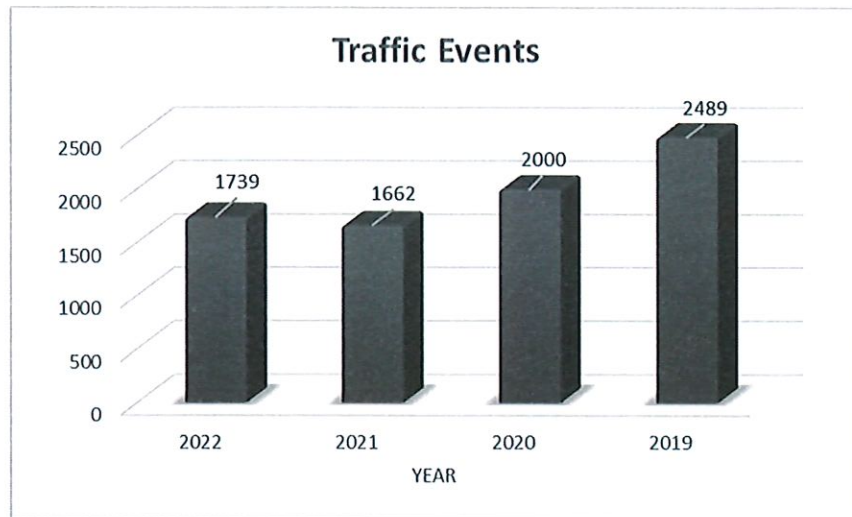
- **Incident reports** increased 1% from 2,461 to 2,477.



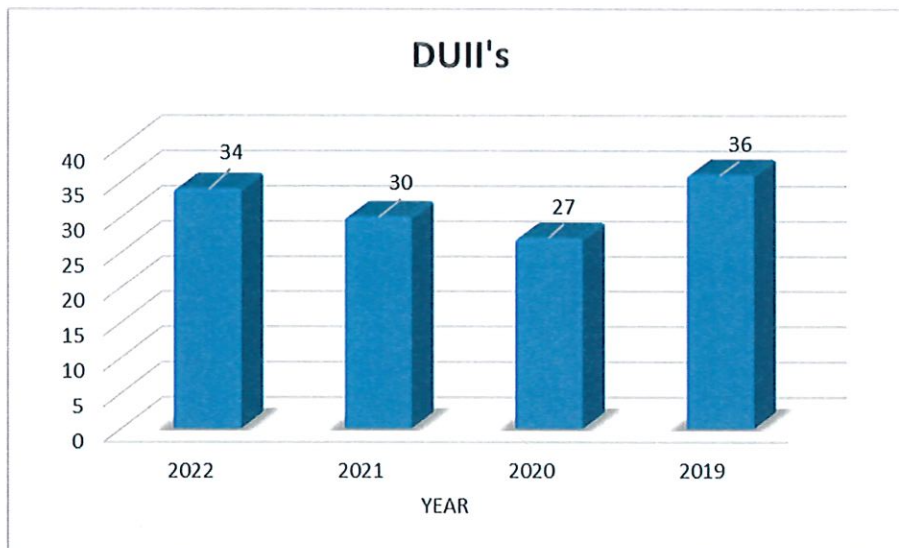
- **Arrests/Citations** showed a decrease of 21% from 2,020 to 1,602.



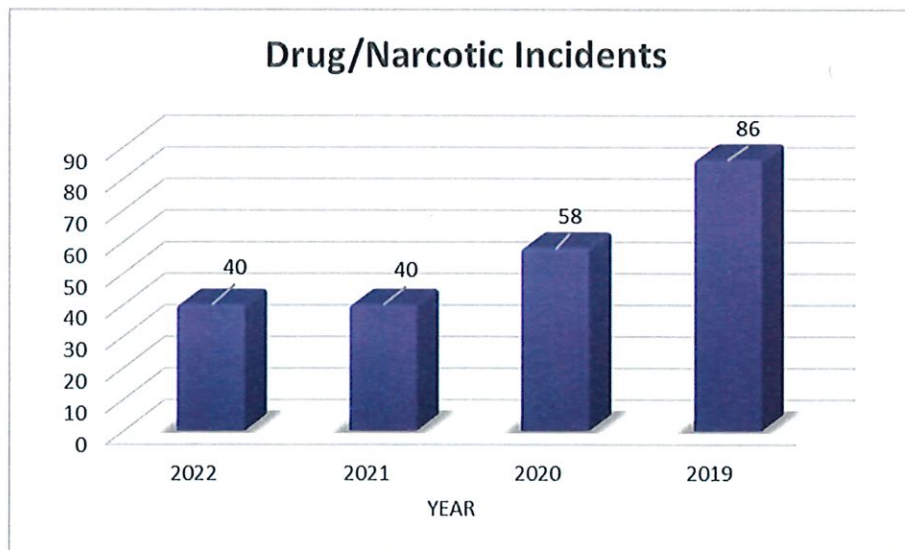
- **Traffic Events** increased from 1,662 to 1,739, up 5%.



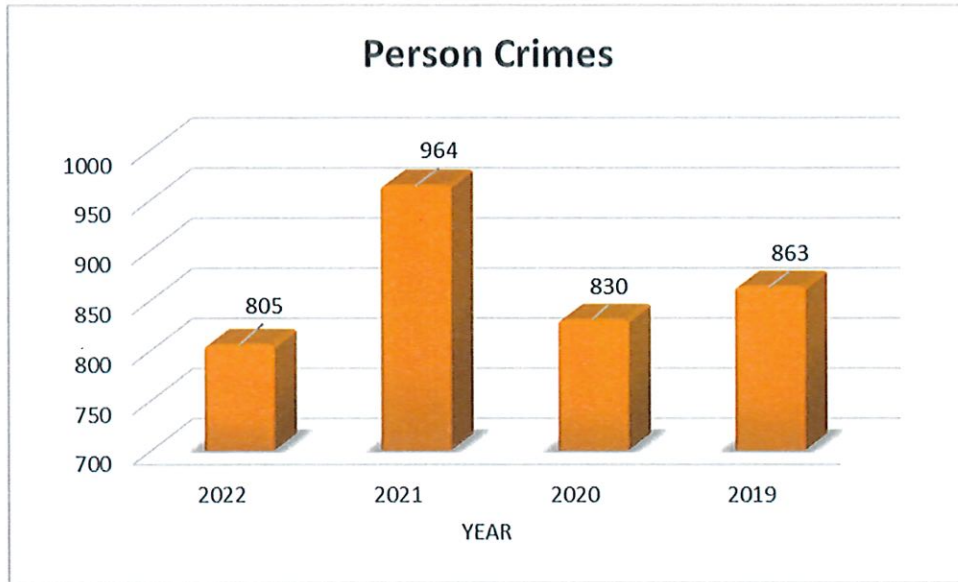
- **DUII arrests** increased by 13%, 30 to 34....



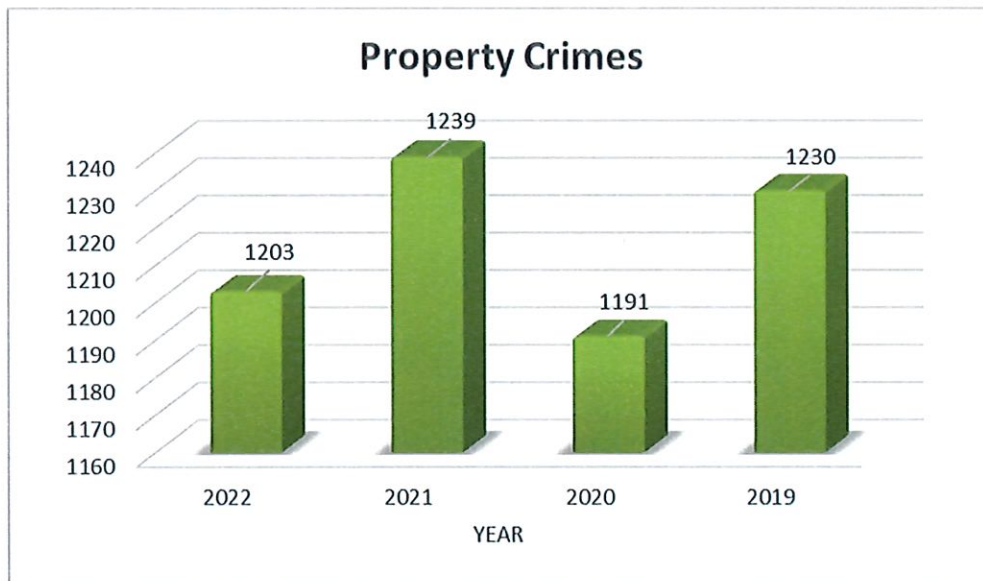
- **Drug/Narcotics Incidents** remained the same this year at 40... With SB110 in effect, many drug investigation have been eliminated. We do issue the \$100 SB110 citation when we can.



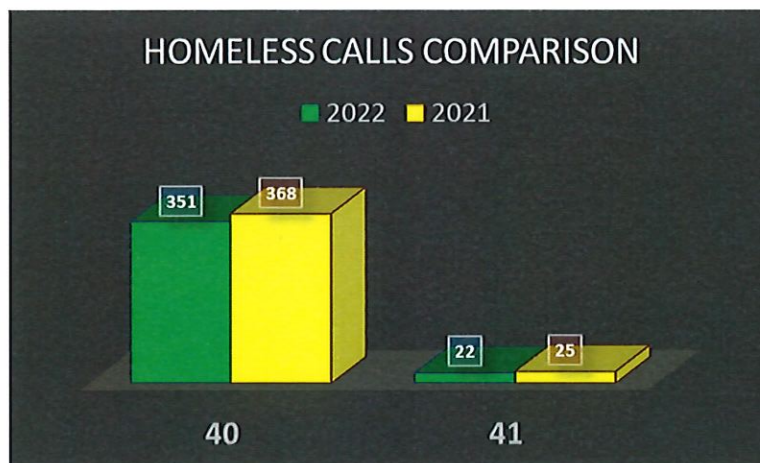
- **Person Crimes** (formerly disturbances) decreased over last year showing a 16% fall (964 to 805).



- **Property Crimes** decreased 3% (1,239 to 1,203). The driving type for this crime continues to primarily be thefts from our larger retail stores.



- **Calls with the Homeless** remained steady in 2022 with only an overall 5% decrease. “Code 40” indicates a normal contact, and “Code 41” indicates an “aggressive” (verbally or physically) contact.

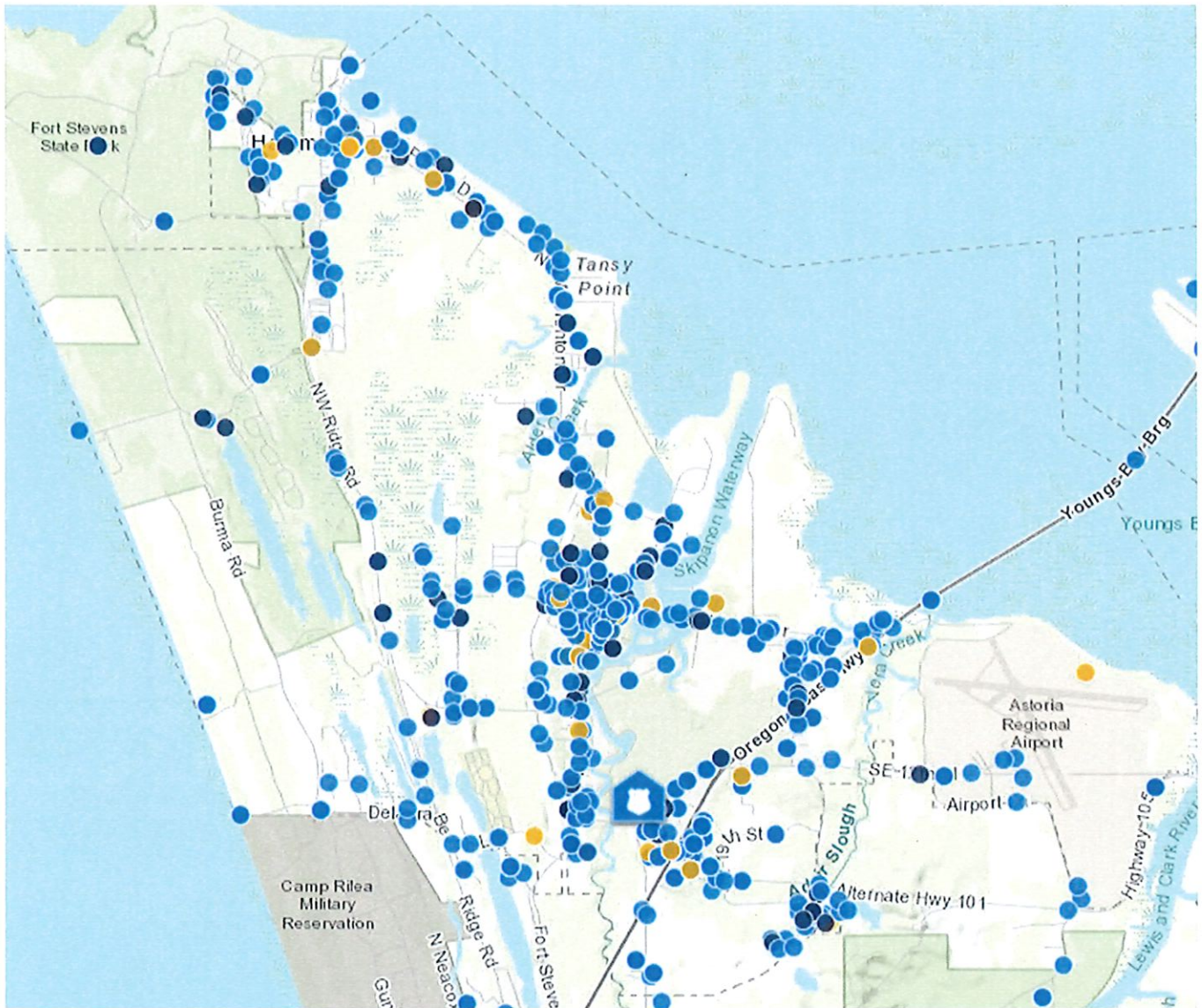


Overall statistics saw the following trends:

- **5.64% decrease** in 2022 over 2021
- **2.51% decrease** in 2022 over 2020
- **13.98% decrease** in 2022 over 2019

Crime Mapping:

Here is a graphic representation of statistics for **2022** using our CityProtect 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 (www.cityprotect.com), you can zoom in on each incident for more details.

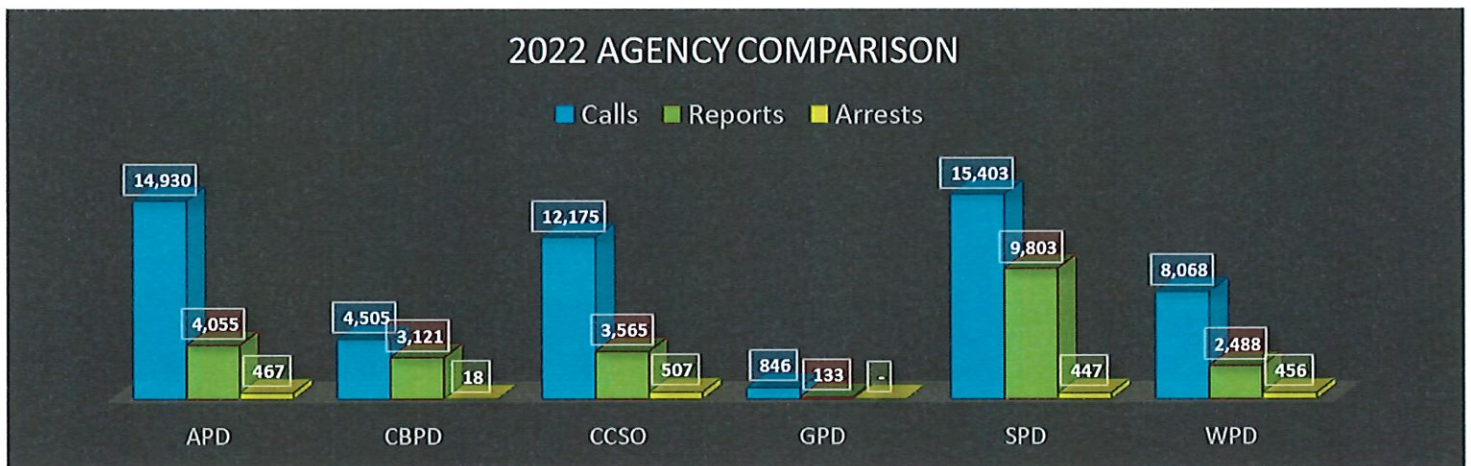


Agency Comparison:

Here is a brief agency comparison using the other law enforcement agencies in Clatsop County. I used a report built into the CAD system for total "Calls" and ran it for each agency. I then did a search of the Records Management System for issued "Report Numbers" for each agency to obtain the total number of "Reports."

NOTE:

- Each agency may have a different method or procedure for taking a "report number" or what constitutes a "report".
- "Arrests" were determined by counting all incidents that are coded with a "Disposition" of "A=Arrest". Cannon Beach PD does not utilize the "Disposition" field in the system, thus the zero for arrests.
- Also, there is only one (1) Disposition allowed per incident but, there may have been multiple arrests on an incident.



Photos:

2022 had its challenges as well as its successes. I am very proud of the men and women of the WPD and the dedication and service we provide to Warrenton's citizens and visitors. The following is a mix of photos from the various events we participated in showing our commitment to Community Policing and our duty to protect and serve our community.

Chief Workman



City of Warrenton Board Recommendation

January 11, 2023
Warrenton Community Library Advisory Board

Summary

The Library Board discussed and deliberated on the upcoming five-year local option levy that funds library operations. The current levy rate is \$0.33 per \$1,000 of assessed value. The Board weighed the library's need for additional funding with the economic concerns of the voting public, while acknowledging that the proposed levy increase (to \$0.38 per \$1,000) failed in November.

Fiscal Impact

The local option levy imposes a tax on property owners within the City of Warrenton. This levy is the sole source of funding for the Warrenton Community Library.

RECOMMENDATION(S):

For the ballot this May, the Library Board unanimously recommends (5-0) that the City Commission keep the five-year local option levy rate at \$0.33 per \$1,000 of assessed value.

Respectfully submitted,

Kelsey Balensifer
Chair
Warrenton Community Library Advisory Board



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Jay Blake, Planning Director *Jay Blake*
DATE: January 27, 2022
SUBJ: Second Reading: Ordinance 1260 Renaming a Portion of SE 19th Street in Section 27 of the City of Warrenton

This memo supports the Warrenton City Commission action to adopt Ordinance 1260. It is the scheduled second reading of the ordinance.

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.

The City Commission reviewed the request at their December 13, 2022 meeting where they directed staff to revise the westerly leg of SE 19th Street to SE Ironwood Avenue.

Staff prepared the revised Ordinance 1260 for your consideration.

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 Ironwood Avenue

CONCLUSIONS AND RECOMMENDATION

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

The City Commission conducted a public hearing on January 10, 2023 where there was no public testimony regarding the proposed ordinance. The Commission conducted the first reading and set the second reading for January 24, 2023.

Recommended Motion:

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

Second Reading – Ordinance 1260
January 24, 2023

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 ON 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 leg of SE 19th Street is hereby renamed SE 16th Street and the westerly leg is renamed SE Ironwood 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 _____, 2023.

First Reading:
Second Reading:

APPROVED:

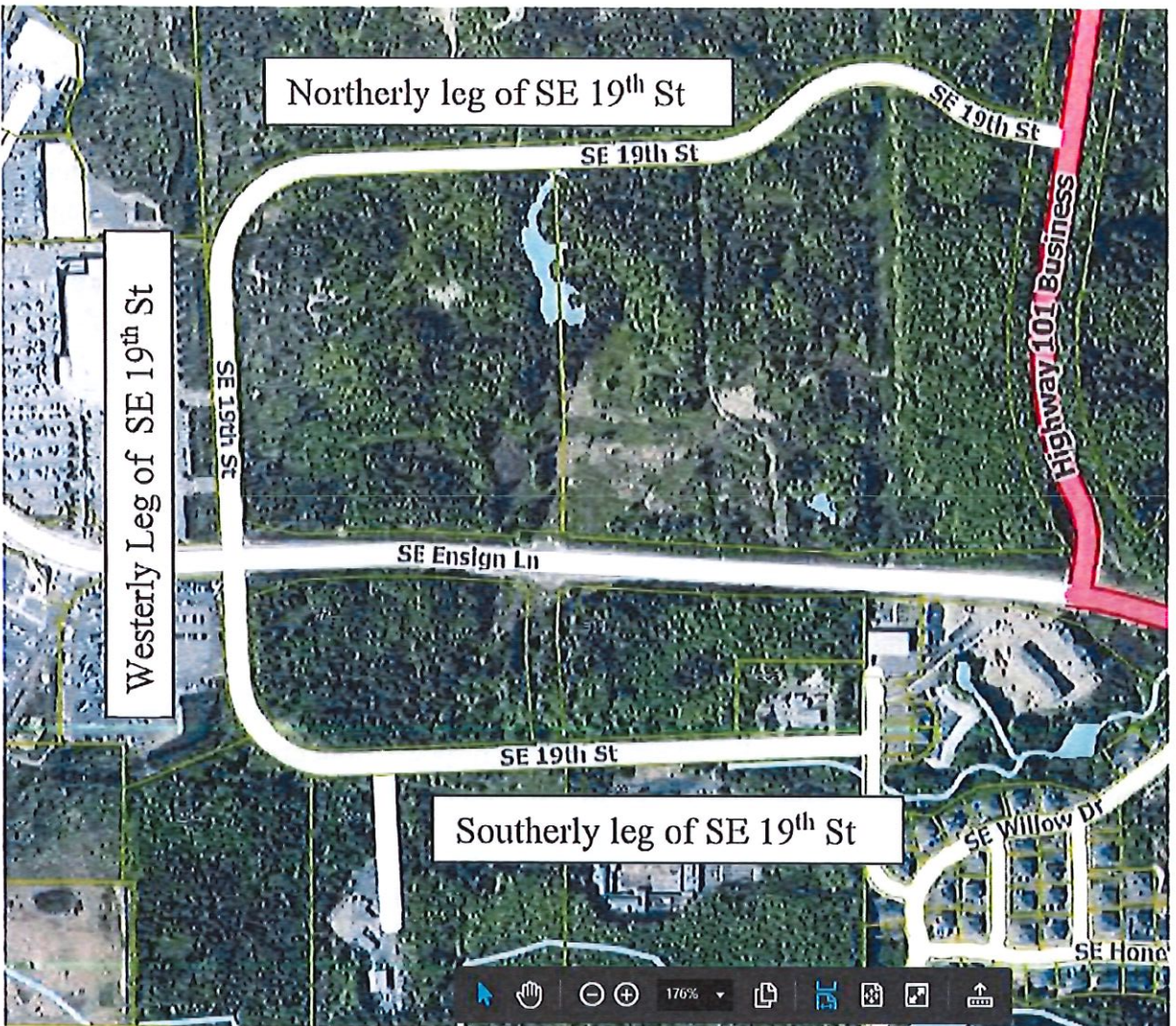
Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Ordinance No. 1260

Exhibit A – Existing Street Names



Ordinance No. 1260

Exhibit B – Revised Street Names





AGENDA MEMORANDUM

To: The Warrenton City Commission
 From: Brian Alsbury, Fire Chief
 Date: January 17, 2023
 Subj: Request to Declare Rescue 2751

SUMMARY:

The City of Warrenton, Warrenton Fire Department owns a 1991 GMC four-door Rescue (R2751) that is no longer in use. The fire department would like to surplus this vehicle via an online auction.

Currently, the staff is seeking City Commissions' approval to declare Rescue 2751 as surplus in accordance with Warrenton Municipal Code 3.28.080-**General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the City Commission that the method of disposal is in the best interest of the City of Warrenton. Factors that may be considered by the Solicitation Agent include costs of sale, administrative costs, and public benefits to the City of Warrenton. The Solicitation Agent shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property**

It is my opinion that it has very little if any value in Rescue 2751 or use as a fire apparatus and that it can only be auctioned or sold to a private party.

RECOMMENDATION:

Staff is recommending the City of Warrenton Commission declare the above-noted fire apparatus as surplus.

Recommended Motion- "I move to declare R2751 surplus and sell R2751 via city Municipal Code 3.28.080

ALTERNATIVE:

Staff is not recommending an alternative.

FISCAL IMPACT:

Insurance will need to be maintained on the vehicles until disposed of. Staff would like to see money from the sale of this vehicle go to the apparatus replacement fund.

Approved by City Manager: Esther Melberg

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Interim Public Works Director
DATE: January 24, 2023
SUBJ: Resolution 2637 – Construction Review Fee

SUMMARY

At its January 10th meeting, the City Commission conducted the first reading of Resolution No. 2637. This resolution is a house-keeping measure after the fee schedule (Exhibit A) was approved at the May 14, 2019, meeting. Fee resolutions are conducted over two readings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the second reading, by title only, of Resolution No. 2637 Adopting Construction Review Fees; Establishing February 24th, 2023, As The Effective Date, Repealing Any Other Resolution In Conflict "

"I move to adopt Resolution No. 2637."

ALTERNATIVE

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

FISCAL IMPACT

Residential subdivisions and commercial developments can consume a significant amount of staff time and have a notable impact on our budget. These fees are intended to cover staff time associated with construction coordination.

Approved by City Manager: Esther Melberg

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

RESOLUTION NO. 2637
Introduced by All Commissioners

ADOPTING CONSTRUCTION REVIEW FEES;
ESTABLISHING February 24, 2023, AS THE EFFECTIVE DATE,
REPEALING
ANY OTHER RESOLUTION IN CONFLICT

WHEREAS, the Public Works Department regulates the design and implementation of public infrastructure projects and related facilities; and

WHEREAS, to help facilitate these projects the Public Works Department spends staff time associated with construction coordination and inspection; and

WHEREAS, the fee schedule is calculated from the final construction estimate, required as a plan submittal in our Engineering Specifications and Design Criteria; and

WHEREAS, the Warrenton City Commission approved the fee schedule at their regular May 14, 2019 meeting as Exhibit A, but no resolution was created at that time.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1: The Warrenton City Commission hereby adopts the attached schedule of fees, listed in Exhibit A for all developers within the city boundary.

Section 2. Any fees, charges taxes or penalties that are assessed, requested, or required by this resolution are deemed by the Warrenton City Commission to not be subject to the limits of Section 11b Article XI of the Oregon Constitution and will be adopted according to Section 1(b)(e) and Section 2 of ORS 310.145.

Section 5. This resolution shall go into effect February 24, 2023.

First reading: January 10, 2023
Second reading: January 24, 2023

ADOPTED by the City Commission of the City of Warrenton on this 24th day of January 2023.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, CMC, City Recorder

EXHIBIT A

Resolution 2637

Construction Design Review Fee

Construction Estimate*	Fee
less than or equal to \$25,000	\$500.00
greater than or equal to \$25,001	2% of Estimate

*Final construction estimate as certified by a Registered Professional Engineer



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Interim Public Works Director
DATE: January 24, 2023
SUBJ: Request for Qualifications - Hammond Transmission Waterline Project

SUMMARY

The Hammond Transmission Waterline Project includes adding approximately 10,200 LF of 18-in diameter C905 (DR18) pipeline from the east terminus of NW 13th St. to the intersection of Lake Dr. and Pacific Dr. The new waterline will be constructed within the existing City/ODOT right-of-way and will be located in the existing roadway and shoulders. We have been awarded a Safe Drinking Water Revolving Loan Fund (SDWRLF) through Oregon Infrastructure Finance Authority (OIFA) for this project and we are in the process of applying for Environmental Protection Agency – State Tribal Assistance Grants (EPA-STAG) funding to assist funding waterline construction. Design and contract documents as well as technical specifications were created for this project by a previous city engineer. Due to the potential for additional funding, staffing changes and updated requirements for state funding, the prepared documents require updating. It is unclear at this time if a consulting engineer will be able to use the existing documents.

Public Works proposes sending out Request for Qualifications (RFQ) in order to select a qualified firm to help the City complete this project. Attached with this agenda memorandum is the proposed RFQ.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve advertising the Request for Qualifications for the engineering design services of the Hammond Waterline Project."

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 McBeary

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



Hammond Transmission Waterline Project

Requests for Qualifications

January 25th, 2023

Esther Moberg, City Manager

REQUEST FOR QUALIFICATIONS
Hammond Transmission Waterline Project

Date of Issue: January 25th, 2023

Proposal Due Date: February 14th, 2023

Tentative City Commission Approval: March 14th, 2023

Table of Contents:

1: Introduction

2: Rules of Preparation

3: Project Overview

4: Scope of Services

5: Proposal Format

6: Selection Criteria

7: Submittal Requirements

8: General RFQ Information

9: Exhibits

1: Introduction

The City of Warrenton is issuing this Request for Qualifications (RFQ) to solicit statements of qualifications (SOQ) from firms or individuals capable of providing the City with professional services supporting the design, permitting, bidding and construction phase services for replacement of the Hammond Transmission Waterline Project as identified in the City's Water Master Plan (WMP) and further delineated as Capital Improvement Project (CIP) P-1.

The Hammond Transmission Waterline Project is administered through Business Oregon and funded by the US EPA SAFE DRINKING WATER REVOLVING LOAN FUND and administered through BUSINESS OREGON.

An application is in the process for additional federal funding from the Environmental Protection Agency's State and Tribal Assistance Grants (EPA STAG). This funding is slated specifically for construction work only.

Project design and contract documents with technical specifications have been created by a City Engineer. Due to staffing changes and the potential for additional funding, these documents require to be updated.

This written Request for Qualifications (RFQ) states the scope of the project, requirements, and specifies the general rules for preparing the SOQ.

Your submission should clearly demonstrate how the firm can best satisfy the requirements of the City of Warrenton. The City of Warrenton shall reserve the right to enter into an agreement with the firm presenting the proposal that is most advantageous to the City of Warrenton. The final award is subject to the approval of the Warrenton City Commission.

Release of RFQ Document	<u>01/25/2023</u>
Last day to submit proposals	<u>02/14/2023</u>
Tentative City Commission approval of contract	<u>03/14/2023</u>

2: Rules of Preparation

The submissions must follow the rules and the format established within this RFQ. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

3: Project Overview

The City's WMP and water model identified fire flow deficiencies with the Hammond district. The area is a mix of residential, commercial and industrial users. When the industrial users are

operating, the residential area that lies beyond the industrial area is impacted by very low pressures. This project includes approximately 10,200 LF of 18-in diameter C905 (DR18) pipeline from the east terminus of NW 13th St. to the intersection of Lake Dr. and Pacific Dr. The new waterline will be constructed within the existing City/ODOT right-of-way and will be located in the existing roadway and shoulders. The project is delineated as P-1 and appears on the enclosed **Figure 6-1** (excerpted from the WMP).

4: Scope of Services

Latitude is provided to the Consultant for development of the specific tasks that may be included in a Scope of Work; however, the Consultant should consider, at a minimum, incorporating the following items:

1) Project Scoping should at least include the following:

- a) Project Management
- b) Data Collection, Survey and Mapping
- c) Permitting Support
- d) Preliminary Design
- e) Final Design
- f) Bid Phase Services
- g) Construction Phase Services

5: Proposal Format

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFQ. Expensive bindings, promotional material, etc., are not necessary or desired.

EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The SOQ should be organized into the following major parts:

Executive Summary- A brief and non-technical narrative describing the project.

Company Background - Information regarding the firm's stability, length of time in business, past history, company size, organization, location.

Responses to Functional Requirements - Responses to the requirements listed in this RFQ must be provided. Notes of explanation or clarification must be included with specific reference to the item in question.

1. Firm (team) Experience (for each firm in the team):

Describe relevant experience in each of the following primary areas of focus:

- a. Familiarity with the City of Warrenton's Water system and service area
- b. Engineering Design Services for replacing water lines
- c. Bid services and Construction management

The firm's experience shall be summarized in a matrix format. In addition, detailed project descriptions of no more than three reference projects. The project descriptions shall be current and limited to a maximum of one full page per project, along with client references and up-to-date contact information (name, title, organization, phone, cell and email).

2. Project Team:

List each member of the proposed Project Team along with their:

- a. Firm affiliation
- b. Area of specialty
- c. Office location
- d. Total years of experience
- e. Years with current firm
- f. Specific involvement/role in projects used as references

One member of the Project Team must be assigned as the Project Manager that will act as the primary client contact and who shall be involved in day to day management of the Project. All resumes shall be included and limited to a maximum of one page per team member.

3. Project Understanding and Approach:

The Consultant(s) shall state in succinct terms their understanding of what is required by this Request for Qualifications. Describe in narrative or outline form the consultant's approach and technical plan for accomplishing the work of this RFQ including the following:

- a. Describe the sequential tasks to be used to accomplish this project
- b. Indicate all key deliverables
- c. Describe the responsibilities of each person on the project team
- d. List the portion of the work to be subcontracted
- e. Include a list of information required or tasks to be completed by City staff.

Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables.

6: Selection Criteria

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Warrenton at the lowest possible cost.

Each proposal will be reviewed and ranked according to the following criteria:

Criteria	Description	Maximum Points
1	Firm's experience successfully completing similar projects and individual Project Team member experience	40 points
2	References indicating successful projects of this type	20 points
3	Understanding and approach to project	40 points

Procedure When Only One Proposal is received

If a single responsive proposal is received, the applicant shall provide any additional data required by the City to analyze the proposal. The City reserves the right to reject such proposals for any reason.

7: Submittal Requirements

Each responding firm will email the City of Warrenton point of contact shown below affirming they intend to submit a proposal. Include submitting firm's point of contact information.

All questions regarding this RFQ are required in writing, via email, to:

City of Warrenton
Trisha Hayrynen
Engineering Technician
PO Box 250
Warrenton, Oregon 97146
Email: publicworks@ci.warrenton.or.us

Please prepare and submit an original plus two (2) copies of the Statement of Qualifications (SOQ):

City of Warrenton
Trisha Hayrynen
Engineering Technician
PO Box 250
Warrenton, Oregon 97146
Email: publicworks@ci.warrenton.or.us

All responses must be received no later than 2:00 PM on **February 14th, 2023**. Responses received after this date and time may not be considered. All proposals in response to this RFQ should be clearly marked "City of Warrenton – Request for Qualifications – Hammond Transmission Waterline Project."

Amendments to the RFQ will be distributed via email only to firms that confirmed their intent to submit a proposal.

8: General RFQ Information

The City of Warrenton reserves the right to reject all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of the City and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate the City to award a contract. Warrenton will pay no costs incurred by Proposers in responding to this RFQ. The City of Warrenton may, in its discretion, cancel this process at any time prior to execution of a contract without liability.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law.

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFQ not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFQ or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFQ, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies that:

1. Proposer has carefully examined all RFQ documents, including the draft Professional Services Agreement (attached as **Exhibit B**), all addenda, and all other attachments, fully understands the RFQ intent, is able to perform all tasks as described in the Scope of Work of this RFQ, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFQ, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change, or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal,

or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.

6. Proposer has examined all parts of the RFQ, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Request for Qualifications.

Nondiscrimination

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Warrenton, Oregon, and Federal Requirements

The City of Warrenton intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Warrenton.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Warrenton's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

9: Exhibits

Exhibit A:

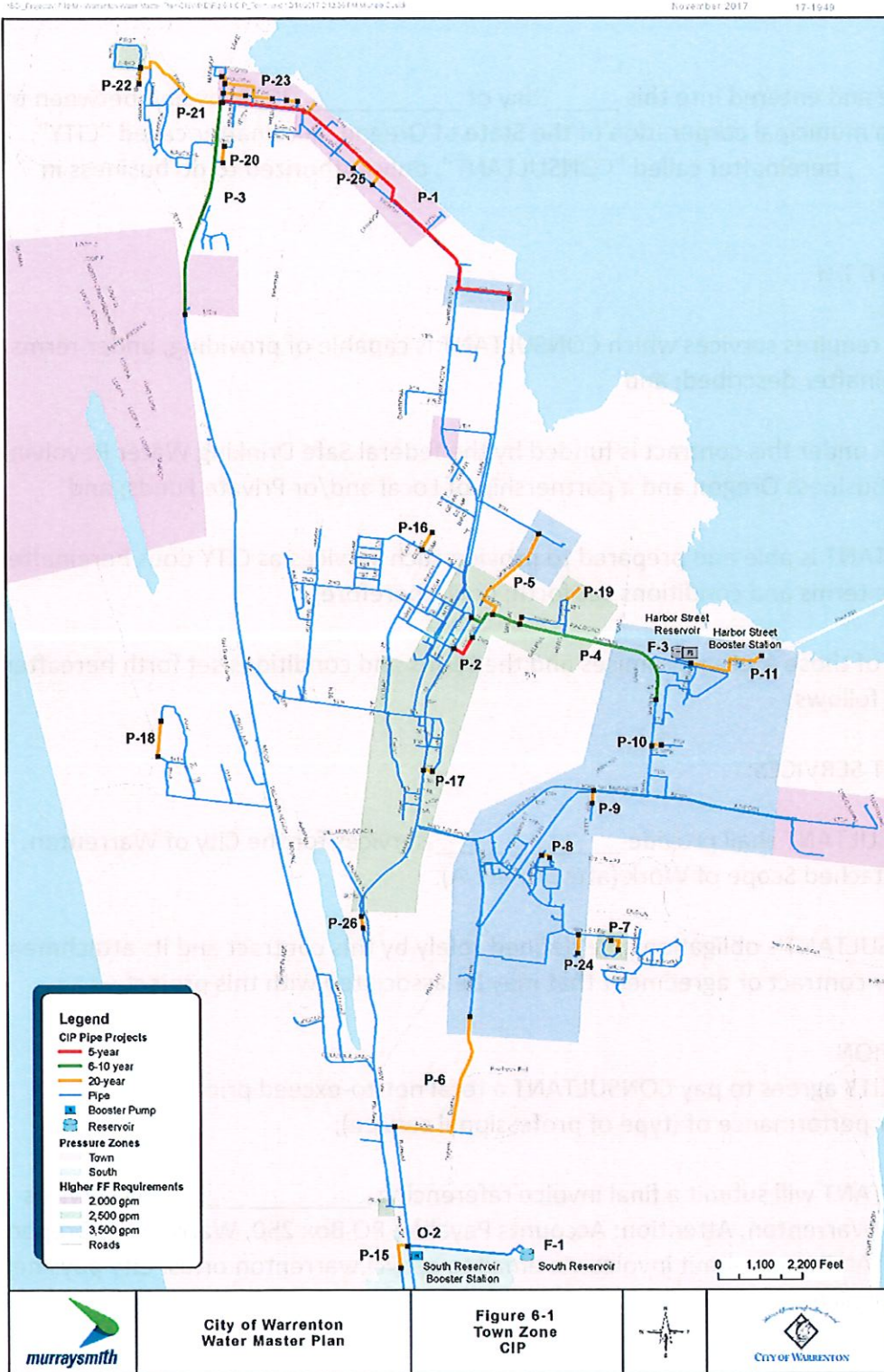


Exhibit B:

Draft - CITY OF WARRENTON

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2023, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and _____, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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

WHEREAS, the Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds; 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 _____ 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 \$_____ for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing _____ 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 _____.

6. CONSULTANT IS INDEPENDENT CONTRACTOR

A. CONSULTANT shall be an independent contractor 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 contractor 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. SOURCE OF FUNDS

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund (SDWRLF) through Business Oregon and a partnership of Local and/or Private Funds.

9. WHISTLEBLOWER

Contractor receiving SDWRLF funds under or through this contract shall, post notice of the rights and remedies provided to whistleblowers under the No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

10. NON DISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

11. TERMINATION FOR CAUSE AND FOR CONVENIENCE & BREACH OF CONTRACT

In all subcontracts entered into pursuant to this contract, CONSULTANT shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, CONSULTANT shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

12. INTELLECTUAL PROPERTY

CONSULTANT hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. CONSULTANT shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the CONSULTANT specifically to enable CONSULTANT's obligations related to this project.

13. INSPECTIONS, INFORMATION

CONSULTANT shall permit, and cause its subcontractors to allow city of Warrenton, the State of Oregon, the federal government and any party designated by them to:

(1) Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.

(2) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.

(3) Interview any officer or employee of the CONSULTANT, or its subcontractors, regarding the Project.

CONSULTANT shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

14. ENVIRONMENTAL AND NATURAL RESOURCE LAWS

CONSULTANT shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

15. PROCUREMENT OF RECOVERED MATERIALS

CONSULTANT must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement of recovered materials in a manner designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247.

16. PROHIBITION ON THE USE OF FEDERAL FUNDS FOR LOBBYING

The undersigned CONSULTANT certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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).

29. BUSINESS LICENSE

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

30. 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.

31. 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 except as specifically provided herein.

32. 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.

33. 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

BY: _____
Henry A. Balensifer, Mayor Date

ATTEST:

_____ Date
Dawne Shaw, CMC, City Recorder

CONSULTANT:

By: _____

Printed Name: _____ Date

Title: _____



7.F

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Interim Public Works Director
DATE: January 24, 2023
SUBJ: Request for Qualifications Raw Waterline Replacement Project (RP-2)

SUMMARY

The 2018 Water Master Plan provided guidance to select water fund capital improvement program projects. The Raw Waterline Replacement Project (RP-2) calls for installation of approximately 4,300 linear feet of buried 24-inch diameter HDPE pipe, including isolation valves and other appurtenances, and connections to existing fiberglass and HDPE mains. The raw water conveyance system is an integral part of the City's water supply system. A failure of the raw water pipeline will leave the City of Warrenton customers (drinking water and firefighting supply) without water until repairs can be made.

Public Works proposes sending out Request for Qualifications (RFQ) in order to select a qualified firm to help the City complete this project. Attached with this agenda memorandum is the proposed RFQ.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve advertising the Request for Qualifications for the engineering design services of the Raw Waterline Replacement Project RP-2."

ALTERNATIVE

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

FISCAL IMPACT

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

Approved by City Manager: Esther Moberg

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



Raw Waterline Replacement Project

Requests for Qualifications

January 25th, 2023

Esther Moberg, City Manager

Kyle Sharpsteen, Interim Public Works Director

REQUEST FOR QUALIFICATIONS
Raw Waterline Replacement Project

Date of Issue: January 25th, 2023

Proposal Due Date: February 14th, 2023

Tentative City Commission Approval: March 14th, 2023

Table of Contents:

1: Introduction

2: Rules of Preparation

3: Project Overview

4: Scope of Services

5: Proposal Format

6: Selection Criteria

7: Submittal Requirements

8: General RFQ Information

9: Exhibits

1: Introduction

The City of Warrenton is issuing this Request for Qualifications (RFQ) to solicit statements of qualifications (SOQ) from firms or individuals capable of providing the City with professional services supporting the design, permitting, bidding and construction phase services for replacement of the raw waterline as identified in the City's Water Master Plan (WMP) and further delineated as Capital Improvement Projects (CIP) RP-2 thru RP-8. The City intends to implement these raw waterline CIPs in a phased approach, beginning with Project RP-2, which consists of replacing approximately 4,300 linear feet (LF) of 24-in diameter raw water pipeline. Subsequent project phases will be authorized based on future funding availability and coordination with the City's Capital Improvements Program.

This written Request for Qualifications (RFQ) states the scope of the project, requirements, and specifies the general rules for preparing the SOQ.

Your submission should clearly demonstrate how the firm can best satisfy the requirements of the City of Warrenton. The City of Warrenton shall reserve the right to enter an agreement with the firm presenting the proposal that is most advantageous to the City of Warrenton. The City of Warrenton intends to execute the initial agreement for the identified Project RP-2 and further reserves the right to authorize future amendments for subsequent project phases. The final award is subject to the approval of the Warrenton City Commission.

Release of RFQ Document	<u>01/25/2023</u>
Last day to submit proposals	<u>02/14/2023</u>
Tentative City Commission approval of contract	<u>03/14/2023</u>

2: Rules of Preparation

The submissions must follow the rules and the format established within this RFQ. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

3: Project Overview

The City's WMP identified eight improvements projects to the existing raw waterline. These projects, delineated as RP-1 through RP-8, appear on the enclosed **Figure 6-3** (excerpted from the WMP). The City recently completed construction of CIP RP-1, which included approximately 2,300 LF of 24-in diameter HDPE pipeline between the Lewis & Clark Highway and just south of the City's raw water impoundment.

The City has allocated funds for design and permitting phase of the next raw waterline segment, CIP RP-2, and intends to complete this phase during 2023 with bidding and construction during

2024. The City plans to execute the balance of the raw waterline CIPs, RP-3 thru RP-8, in subsequent contract authorizations as funding becomes available.

4: Scope of Services

Latitude is provided to the Consultant for development of the specific tasks that may be included in a Scope of Work; however, the Consultant should consider, at a minimum, incorporating the following items:

1) Project Scoping should at least include the following:

- a) Project Management
- b) Data Collection, Survey and Mapping
- c) Permitting Support
- d) Preliminary Design
- e) Final Design
- f) Bid Phase Services
- g) Construction Phase Services

5: Proposal Format

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFQ. Expensive bindings, promotional material, etc., are not necessary or desired.

EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The SOQ should be organized into the following major parts:

Executive Summary- A brief and non-technical narrative describing the project.

Company Background - Information regarding the firm's stability, length of time in business, past history, company size, organization, location.

Responses to Functional Requirements - Responses to the requirements listed in this RFQ must be provided. Notes of explanation or clarification must be included with specific reference to the item in question.

1. Firm (team) Experience (for each firm in the team):
Describe relevant experience in each of the following primary areas of focus:

- a. Familiarity with the City of Warrenton's Water system and service area
- b. Engineering Design Services for replacing water lines
- c. Bid services and Construction management

The firm's experience shall be summarized in a matrix format. In addition, detailed project descriptions of no more than three reference projects. The project descriptions shall be current and limited to a maximum of one full page per project, along with client references and up-to-date contact information (name, title, organization, phone, cell and email).

2. Project Team:

List each member of the proposed Project Team along with their:

- a. Firm affiliation
- b. Area of specialty
- c. Office location
- d. Total years of experience
- e. Years with current firm
- f. Specific involvement/role in projects used as references

One member of the Project Team must be assigned as the Project Manager that will act as the primary client contact and who shall be involved in day to day management of the Project. All resumes shall be included and limited to a maximum of one page per team member.

3. Project Understanding and Approach:

The Consultant(s) shall state in succinct terms their understanding of what is required by this Request for Qualifications. Describe in narrative or outline form the consultant's approach and technical plan for accomplishing the work of this RFQ including the following:

- a. Describe the sequential tasks to be used to accomplish this project
- b. Indicate all key deliverables
- c. Describe the responsibilities of each person on the project team
- d. List the portion of the work to be subcontracted
- e. Include a list of information required or tasks to be completed by City staff.

Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables.

6: Selection Criteria

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Warrenton at the lowest possible cost.

Each proposal will be reviewed and ranked according to the following criteria:

Criteria	Description	Maximum Points
1	Firm's experience successfully completing similar projects and individual Project Team member experience	40 points
2	References indicating successful projects of this type	20 points
3	Understanding and approach to project	40 points

Procedure When Only One Proposal is received

If a single responsive proposal is received, the applicant shall provide any additional data required by the City to analyze the proposal. The City reserves the right to reject such proposals for any reason.

7: Submittal Requirements

Each responding firm will email the City of Warrenton point of contact shown below affirming they intend to submit a proposal. Include submitting firm's point of contact information.

All questions regarding this RFQ are required in writing, via email, to:

City of Warrenton
Trisha Hayrynen
Engineering Technician
PO Box 250
Warrenton, Oregon 97146
Email: publicworks@ci.warrenton.or.us

Please prepare and submit an original plus two (2) copies of the Statement of Qualifications (SOQ):

City of Warrenton
Trisha Hayrynen
Engineering Technician
PO Box 250
Warrenton, Oregon 97146
Email: publicworks@ci.warrenton.or.us

All responses must be received no later than 2:00 PM on **February 14th, 2023**. Responses received after this date and time may not be considered. All proposals in response to this RFQ should be clearly marked "City of Warrenton – Request for Qualifications – Raw Waterline Replacement Project"

Amendments to the RFQ will be distributed via email only to firms that confirmed their intent to submit a proposal.

8: General RFQ Information

The City of Warrenton reserves the right to reject all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of the City and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate the City to award a contract. Warrenton will pay no costs incurred by Proposers in responding to this RFQ. The City of Warrenton may, in its discretion, cancel this process at any time prior to execution of a contract without liability.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law.

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFQ not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFQ or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be

accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFQ, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies that:

1. Proposer has carefully examined all RFQ documents, including the draft Professional Services Agreement (attached as **Exhibit B**), all addenda, and all other attachments, fully understands the RFQ intent, is able to perform all tasks as described in the Scope of Work of this RFQ, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFQ, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change, or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFQ, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.

7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Request for Qualifications.

Nondiscrimination

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Warrenton, Oregon, and Federal Requirements

The City of Warrenton intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Warrenton.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Warrenton's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

9: Exhibits

Exhibit A:

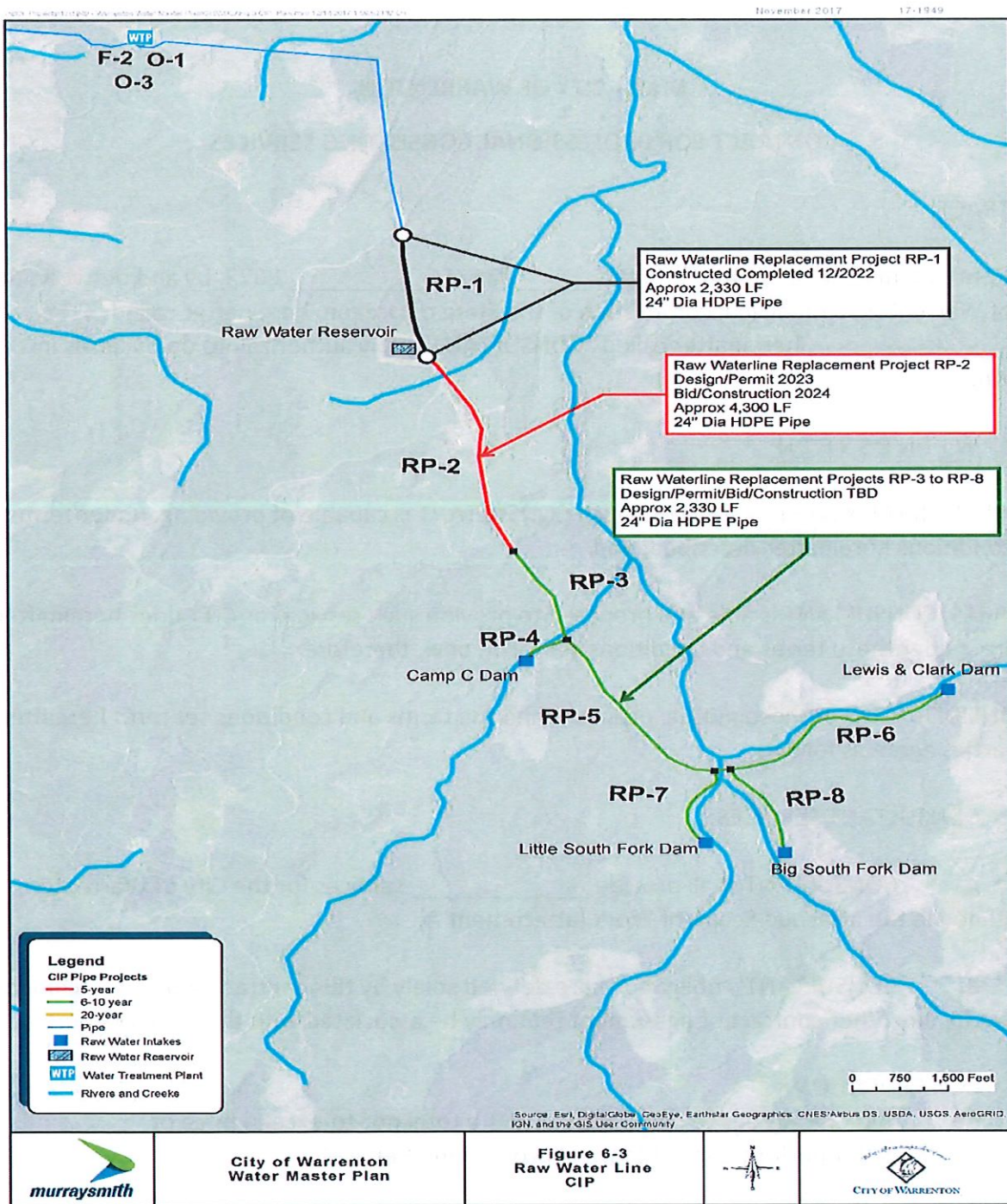


Exhibit B:

Draft - CITY OF WARRENTON

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2023, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and _____, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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 _____ 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 \$_____ for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing _____ 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 _____.

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

BY: _____
Henry A. Balensifer, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONSULTANT:

By: _____
Printed Name: _____ Date
Title: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: City Manager, Esther Moberg
DATE: January 24, 2023
SUBJ: Request for Deep Sea Fishermen Benefit Fund - Lighthouse Park annual fundraiser.

SUMMARY

The Deep Sea Fishermen Benefit Fund is requesting the fees for the community center be paid by the City. They had taken two years off due to the pandemic. In the past, the City Commission has paid for one day from licensing fees, however that money has all been allocated to Spruce Up Warrenton this year.

RECOMMENDATION/SUGGESTED MOTION

I move to pay the Deep Sea Fishermen Benefit funds fees for one (or two days) rental of the City Community Center from the City Commission's training fund.

ALTERNATIVE

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

FISCAL IMPACT

\$449 per day, Funded from the City Commission's training fund.

Approved by City Manager: _____

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

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Mathew J. Workman, Chief of Police
 DATE: January 24, 2023
 SUBJ: Ordinance Revision Discussion

SUMMARY

On November 22, 2022 the City Commission held a work session to discuss several City Ordinances and City Codes covering Streets, Sidewalks, Motor Vehicles, Parking, and the Transfer of Property in a public right-of-way. Through very productive discussion guidance was provided to staff for the suggested amendments as additional suggestions by the Commission. The discussion was curtailed by the start of the regular City Commission meeting as we started the discussion on the creation of a new ordinance. Today's discussion will clarify the previous discussions and complete the discussion of the new ordinance. Following all of the discussions, staff can submit the revisions to the City Attorney for review and later bring the amendments and ordinance back for adoption.

RECOMMENDATION/SUGGESTED MOTION

Provide guidance and direction to staff as to your preferences for the presented City Code and Ordinance amendments and new code suggestions.

No Motion to make at this time.

ALTERNATIVE

Leave the City Code and Ordinances as written with no changes or additions.

FISCAL IMPACT

There will be only limited overall fiscal impact with any of these changes or additions.

ATTACHMENTS:

- Ordinances with suggested amendments in **RED**, previous discussion notes in **(BLUE)**, and areas that need further clarification in **PURPLE**.

Approved by City Manager:

Esther McVey

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

Ordinance Changes

9.04.200 *Prohibited activity on streets, sidewalks, and public right-of-way.*

No person shall use or occupy any portion of a street, sidewalk, *or public right-of-way* for the purpose of *selling or* vending goods, wares, or merchandise, *cooking food, distributing food, or distributing any other items for free or otherwise without prior permission from the City or by obtaining a permit.*

(There was a discussion here about “wood selling” and if these changes would conflict with those activities or other ordinances. I do not believe they would, but it would require people selling wood in a public ROW to get “permission” or a “permit,” whichever the City Manager or designee would deem appropriate.)

Chapter 10.04 TRAFFIC REGULATIONS

10.04.030 Definitions.

- A. In addition to those definitions contained in the Oregon Vehicle Code, the following words or phrases, except where the context clearly indicates a different meaning, shall mean:

“Abandoned vehicle” means a vehicle that has been deserted, relinquished or has one or more of the following existing conditions:

- 1) The vehicle license plate or registration sticker has expired or has been canceled or altered, or the vehicle has a license plate from another vehicle.*
- 2) The vehicle has no license plate or registration sticker.*
- 3) The vehicle appears to be inoperative or disabled.*
- 4) The vehicle appears to be wrecked, partially dismantled or junked including vehicles that lack an engine, transmission, wheel, tire, door, body panel, windshield, window, or any other part or equipment necessary to operate safely on the highways of this state.*
- 5) The records of the Oregon Department of Transportation identify the vehicle as sold and the current owner of the vehicle has not registered the vehicle as required by state law.*

“Bus stop” means a space on the edge of a roadway designated by sign for use by buses for loading and unloading of passengers.

“Electric assisted bicycle” or “E-bike” shall be as defined by ORS 801.258 (2020).

“Hazardous vehicle” means a vehicle left in a location or condition such as to constitute an immediate threat to public health and safety, the environment, or the safety of vehicular or pedestrian traffic, or in a manner prohibited code.

“Holiday” means New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other proclaimed by the Commission to be a holiday.

“Loading zone” means a space on the edge of a roadway designated by sign for the purpose of loading or unloading passengers or materials during specified hours or specified days.

“Motor vehicles” means *a vehicle propelled or powered by a motor such as an automobile, bus, truck, tractor, farm machinery, motorcycle, two-wheeled scooter, moped, all-terrain vehicle, aircraft, recreational vehicle, golf cart, and go-cart. This definition includes a vehicle that is towed*

such as a trailer, camper shells, wheeled towing frames, semi-tractor trailers and utility trailers. This definition does not include electric assist bicycles, small engine lawn mowers, self-balancing personal transportation devices such as a Segway and devices of similar scale.

“Person” means a natural person, firm partnership, association or corporation.

“Storage” means the placing or leaving of property at a location for a period of time in excess of 24 hours.

“Street” means highway, road or street as the same are defined in ORS 801.110, 801.305, 801.450 and 801.535, including the entire width of the right-of-way.

“Taxicab stand” means a space on the edge of a roadway designated by sign for use by taxicabs.

“Traffic lane” means that area of the roadway used for the movement of a single line of traffic.

“Vehicle,” as used in subsequent sections of this chapter, includes bicycles as well as electric assisted bicycles *and any device in, upon or by which any person, animal or property is or may be transported, drawn or moved upon a street, highway, waterway or airway and includes vehicles that are propelled or powered by any means.*

- B. As used in this chapter, the singular includes the plural and the masculine includes the feminine. (Ord. 1240 § 1, 2020; Ord. 842-A § 3, 1989)

10.04.140 Storage of motor vehicles *and personal property* on streets

- A. No person shall *abandon*, store, or permit to be stored on a street or other public property without permission of the Commission, a motor vehicle or personal property for a period in excess of 24 hours. Failure to move a motor vehicle or other personal property for a period of 24 hours shall constitute prima facie evidence of storage of a motor vehicle.
- B. *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.*
- C. *Under extenuating circumstances, a person can obtain prior permission from the City or obtain a permit for temporary storage of a vehicle or personal property for longer than the prescribed time limits in this section.*

(This point was added after Commission members want to have a mechanism for longer time limits for some situations and to allow officers and the city discretion on enforcement)

- D. *It is no defense to any of the prohibited acts of this section that the motor vehicle or personal property has been moved to a different location but has continuously remained on or within public rights-of-way located in the city or on city-owned property.*
- E. *Failure to move a vehicle or personal property for a period of 24 hours shall constitute prima facie evidence of storage of a vehicle, 72 hours if adjacent to the owner’s address.*
- F. *A vehicle, or other personal property that is abandoned or stored in the public rights-of-way or on city property in violation of this section may be impounded and disposed of following the procedures in ORS 819.100 to 819.215. Officers should make a reasonable attempt to contact the registered or current owner prior to removing or towing the vehicle and/or other personal property.*
- G. *If an officer reasonably believes that a vehicle, or other personal property is on a public right-of-way or city-owned property in violation of this section, and that the registered, or current owner of the vehicle or other personal property has already received at least two notices of illegal storage under 10.04.140 within the previous six month period, such vehicle or other*

personal property is deemed a hazard and may be towed, or removed, without further notice to the registered, or current owner. (Ord. 842-A § 14, 1989)

10.04.160 Prohibited parking or standing

In addition to the State motor vehicle laws prohibiting parking, no person shall park or stand:

- A. A vehicle in an alley other than for the expeditious loading or unloading of persons or materials, and in no case for a period in excess of 30 consecutive minutes.
- B. A vehicle upon a bridge, viaduct or other elevated structure used as a street, or within a street tunnel, unless authorized.
- C. ~~A motor truck as defined by ORS 801.355, a motor bus as defined by ORS 801.200, or a trailer as defined by ORS 801.560 on a street in a residential zone~~ *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. of the following day; ~~provided that no such motor truck, motor bus or trailer having an overall width in excess of six feet, six inches may be parked, except for loading or unloading, or in an emergency, on any street~~ *in a residential zone*, ~~except~~ *Exceptions apply* in an industrial or commercial zone, with a *unless the* roadway width of *is* less than 34 feet from curb to curb, ~~at any time.~~

(There was discussion on this point as to how it would or could affect many of our residents who park an oversized vehicle (log truck, delivery truck, etc.) in their neighborhoods with no issues. It was suggested to add the ability to get permission from the City or a possible a permit to allow it. I did not add that line so we could have additional discussion.)

- D. Except when necessary to avoid conflict with other traffic, or in compliance with law or directions of a police officer or official traffic control device, or momentarily to pick up or discharge a passenger or passengers, no person shall park a vehicle, whether occupied or not, or place any obstruction that would impede mail delivery, in front of or within 15 feet on either side of a curbside mailbox or other place where mail is received or deposited, on postal delivery days between 8:00 a.m. and 6:00 p.m. (Ord. 1194-A § 1, 2015)

10.04.170 Prohibited practices

~~No operator shall park and no owner shall allow a vehicle to be parked upon a street or other public property for the principal purpose of~~ *No person shall do any of the following upon a street, right-of-way, or other public property:*

- A. Displaying the vehicle for sale.
- B. Repairing or servicing the *a* vehicle, except *when* repairs necessitated by an emergency.
- C. Displaying advertising from the vehicle *except when authorized*.
- D. ~~Selling merchandise from the vehicle, except when authorized.~~ (Ord. 842-A § 17, 1989)

10.12 Abandoned *and hazardous* vehicles.

10.12.010 Abandoned vehicles.

The City Commission of the City of Warrenton hereby adopts ORS 819.010 through 819.270, to be used for the impounding and disposition of abandoned vehicles.

10.12.020 Abandoned vehicles prohibited.

- A. No vehicle that a public safety officer has reason to believe is abandoned, as defined in code 10.04.030, may be parked or left standing upon:
 - 1. The right-of-way of any city, county, or state highway, street or alley or upon any city property for a period in excess of 24 hours.*
 - 2. The right-of-way of any private street or alley or upon any private property used by business licensees, customers, or the public for a period in excess of 24 hours.**
- B. It is no defense to any of the above prohibited acts of this section that the vehicle has been moved to a different location within the city limits of Warrenton.*

10.12.030 Hazardous Vehicles

- A. No person shall commit, cause, or allow:*
- B. a vehicle to block, impede or interfere with the vision or normal flow of vehicular, bicycle or pedestrian traffic on public or private streets and sidewalks;*
- C. a vehicle to pose an immediate danger to the public or environmental safety, such as a vehicle with leaking fluids that are at risk of entering into the public storm drains or causing a hazardous road condition, extreme vandalism, shattered glass, or partially dismantled;*
- D. a vehicle to be parked or left standing on a street, public or private parking lot, or other area where immediate access is needed, or could be needed in the event of an emergency, by the fire department or the police department and their respective equipment;*
- E. a vehicle to be parked or left standing on a street where snow removal equipment will soon clear the street and removal of the vehicle is reasonably necessary in order to clear the street; or*
- F. a vehicle to block or be within 10 feet of a fire hydrant.*

10.12.040 Penalty.

Any person found violating this chapter shall be guilty of committing a traffic violation punishable by a fine not to exceed \$265. (Ord. 837-A § 1, 1989)

(There is no penalty currently on our ordinance as the city adopted the State ORS Base Fine of \$265. This can be adjusted down if desired).

10.20 Unlawful transfer on a highway or street

10.20.010 Offenses

A person commits the offense of unlawful transfer on a highway or street if the person:

- A. While 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*

B. 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.

10.20.020 Applicability

For purposes of Code 10.20, "highway, right-of-way, road or street" means the vehicular travel or turning lane or any associated shoulder, driveway or traffic divider area within the right-of-way where vehicles are reasonably expected to be encountered. The prohibitions of the section do not apply if the vehicle is legally parked or located on or off the right-of-way or during a law enforcement stop or action. The prohibitions also do not apply to persons participating in a "pedestrian activity," as defined in OAR 734 Division 58, for which a permit has been issued by the Oregon Department of Transportation, so long as all terms of such permit are being met.

(We had limited discussion on this new code, but the Commission was in support of it. The topic of activities such as "Fill the Boot" or similar activities was raised. The last sentence to the code that would cover such activities under OAR and still allow them to occur.)

10.20.020 Penalty

Any person found violating this chapter shall be guilty of committing a traffic violation punishable by a fine not to exceed \$100.

(During my research on this code, I found that the fine amount varied from city to city. The \$100 fine amount is in line with the current amounts for this Chapter of our Code).



COMMISSION WORKSHOP

MEMORANDUM

TO: The Warrenton City Commission
FROM: City Manager, Esther Moberg
DATE: 1/24/2023
SUBJ: Summary of Work Session

SUMMARY

The City Commission had a work session on January 6th. Key areas discussed were: 1. Land and Building Inventory and potential lots the city could sell

After discussion it was clear that the following lots may have potential for sale:

- Lot near Kia car dealership
- 3 lots near SE 7th street. There is no municipal sewer but may have option for septic. One lot may be only of value to the neighbor (Palmberg).

There was also a lot that it appeared the Commission would be open to a lease or license agreement with the neighbor Bergerson who has requested purchase of the lot. The City Commission sees the need for full access to the drainage nearby and at this time does not seem to want to sell the land.

The City Manager will also assess the Gear shed lease property (see #3, Landlord/tenant leases) and bring back to the commission regarding whether staff see this as a potential for sale in the future.

2. Future needs of City Departments

The Police Chief Workman and Fire Chief Alsbury presented on current and future needs of their departments. The City Manager also presented current needs

of departments including: Owning a Library building, finance having more space for storage, building and planning having meeting room space, more staff space, more storage. A break room and more bathrooms for City Hall. The City Manager in the next year will work on designs and plans for potential growth including renovating existing building and moving departments to other buildings to best accommodate space. She plans to bring these back to the City Commission for review within the next year.

3. Landlord/Tenant leases.

After discussion it was clear the City Commission would like the City Manager to pursue shorter leases that have a more competitive market rate. The agreements should also be clear on the expectations and roles of the tenant with clear steps for remediation or termination of the lease if the tenant did not keep up their end of the lease agreement.

There was one lease (Gear shed/Pacific Fishing) that the City manager would like to assess the property and building more before deciding on a recommendation of keeping or selling the property. It is noted the tenants are requesting purchase and the city has sold other similar properties nearby.

NEXT STEPS

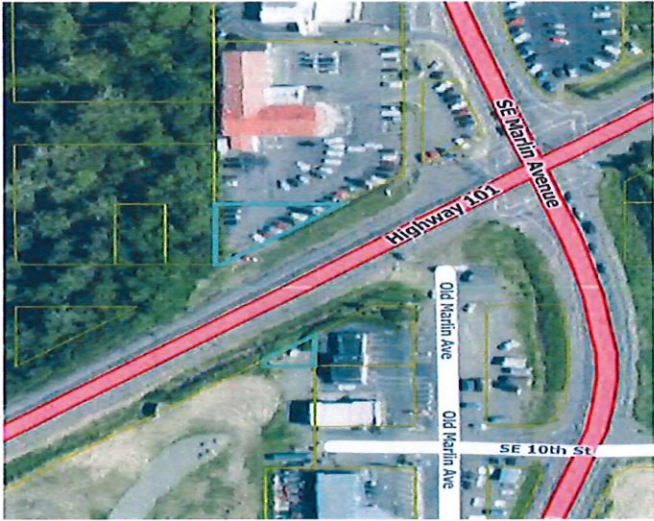
With the approval of the City Commission, the City Manager will prepare appraisals and assessments of the lots listed above and based on those initial assessments will follow up with reports to the commission regarding next steps. Depending on appraised value and direction the commission decides, the lots may then go up for sale (or to the voters if over \$100,000 in 2014 dollars).

The City Manager will also work on updating leases for tenants so they are clearer and follow the direction as given in this workshop.

The City manager will do a further assessment on the "Gear shed" property and bring those results back to the City Commission whether staff recommend a sale or continue as a lease.

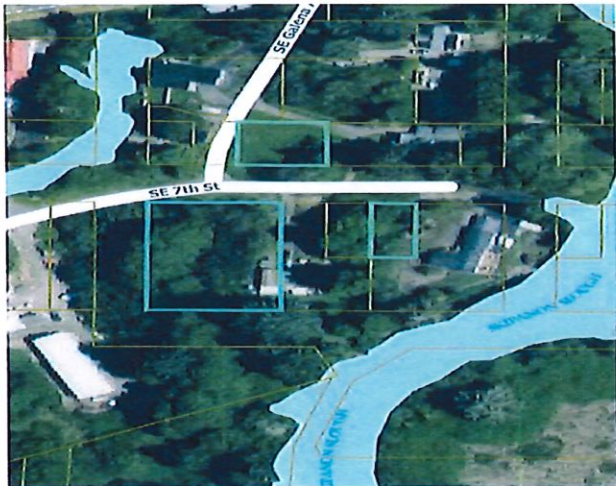


City Owned Parcels
Parcel Number 81022DC03800 (Leased to R-jay's Inc)
Parcel Number 81022DC05100





Parcel Number: 81022CB06300
Parcel Number: 81022CB06900
Parcel Number: 81022CB07200
Maybe below sea level, but with enough fill...



Zoning: R-10
Developability: Residential Potential, No Municipal Sewer available.