



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
October 10, 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 Meeting Minutes – 9.26.23
- B. Monthly Finance Report – August 2023
- C. Community Library Board Meeting Minutes – 6.14.23
- D. Community Center Annual Report – 2022-2023

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

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

6. **PUBLIC HEARINGS** – None

7. BUSINESS ITEMS

- A. Consideration of Low Income Housing Water Agreement
- B. Consideration of Ordinance No. 1268; Urban Renewal Plan Substantial Amendment Legal Description Correction
- C. Consideration of SW 9th St. and Main Avenue Intersection Project Contract Award; Big River Construction
- D. Consideration of E. Harbor & Heron Force Main Project Contract Award; Advanced Excavation, Inc.
- E. Consideration of Request for Bids – Public Works Office Roof Replacement
- F. Consideration of Addendum to Lease Agreement – Fowler

8. DISCUSSION ITEMS - None

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

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

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
 September 26, 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, Paul Mitchell, Tom Dyer, Gerald Poe, and Mark Baldwin

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Public Works Director Greg Shafer, Planning Director Jay Blake, Acting Harbormaster Don Beck, Fire Chief Brian Alsbury, and City Recorder Dawne Shaw

Mayor Balensifer noted he will use his Chair's prerogative to move business item 7-E up to 7-A; there were no objections.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 9.12.23
- B. Monthly Finance Report – July 2023
- C. Police Department Monthly Report – August 2023

Commissioner Baldwin made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.

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

COMMISSIONER REPORTS

City Manager Esther Moberg noted the Hammond planting day went well, and stated they were able to plant over 2,000 plants. Mayor Balensifer also noted the event. He also thanked Spruce Up Warrenton for donating the daffodil bulbs and Elk Stop Coffee for donating coffee for the volunteers.

PUBLIC COMMENT

Shane Dean discussed getting a water line for hydrants and fire suppression to the new zip line building. Ms. Moberg clarified about the fire suppression system, noting the moratorium on providing water out of city limits.

Samuel Sadtler asked if there was an update on the sewer project on 13th and Jetty and noted it is an agenda item.

PUBLIC HEARINGS - None

BUSINESS ITEMS

Police Chief Mathew Workman discussed a contract for two new patrol vehicles. Mayor Balensifer noted for the record that these are not being purchased locally due to state contracting. Commissioner Mitchell noted taxes being charged on the contract that are not legal to be passed on to the customer. Chief Workman noted the contract was checked by legal counsel and they confirmed it is legal. Discussion continued. Mayor Balensifer noted he would like legal counsel to make sure that everything is correct in the contract.

Commissioner Mitchell made the motion to approve the contract to purchase two 2023 Chevrolet Tahoe patrol vehicles and request that legal counsel evaluate the legality of the taxes. Motion was seconded and passed unanimously.

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

Monica Steele from Clatsop County discussed a feasibility study for a biodigester, noting it is \$100,000 for phase two. Commissioner Dyer asked who else is contributing; Ms. Steele stated Port of Astoria, City of Astoria, City of Warrenton, City of Gearhart, Clatsop County, and Fort George. Discussion continued.

Ms. Moberg stated that this is not currently budgeted so we would need to find it in the budget somewhere, and she felt comfortable with \$25,000. Public Works Director Greg Shafer clarified it would come from contingency. Discussion followed.

Commissioner Baldwin made the motion to approve spending \$20,000 toward the Clatsop County biodigester feasibility study. Motion was seconded and passed by majority.

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

Mayor Balensifer asked Ms. Steele if the biodigester does not take off is there a potential partnership the City could have with the County to accept septage; Ms. Steele responded. Commissioner Mitchell clarified his dissenting vote, noting it was due to the City Manager asking for \$25,000, not \$20,000.

Acting Harbormaster Don Beck discussed the intent to pursue bids for the Hammond Marina bank stabilization project. He stated that North Coast Civil Engineering has completed their engineering drafts and they are ready to move onto the bid process.

Commissioner Baldwin made the motion to approve staff to pursue construction bids for the Hammond Bank Stabilization project. Motion was seconded and passed unanimously.

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

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Planning Director Jay Blake discussed the nuisance property at 925-957 East Harbor Drive; noting the numerous junk vehicles on the property. Brief discussion followed on the process that has taken place so far. Mr. Blake stated there could be a cost to the City if no response is made from the property owner; the City would be responsible to try and clean up the property. Discussion followed on the process and possible legal action. Mayor Balensifer declared a conflict, as he has a family member who is affiliated with the other party. Mayor Balensifer stated for the record that he thinks the timeline for the cleanup should not extend too far as the person who has created this nuisance has a history of creating nuisances and abusing the generosity of staff and their time frames. Commissioner Dyer discussed the plates on the vehicles on the property and that if the City is able to run the plates and find the owner there is a possibility that the vehicles could go straight to the wrecking yard; Mr. Blake responded stating he plans on working with the police department on that.

Commissioner Mitchell made the motion to declare a nuisance and start with the official procedure.

Mayor Balensifer called a point of order to have the recommended motion be made to allow proper proceedings to take place.

Commissioner Dyer made the motion to declare a public nuisance exists at 925-957 East Harbor Drive, Warrenton, OR 97146, and direct staff to move forward with the appropriate abatement procedures or citations as outlined in the municipal code. Motion was seconded and passed unanimously.

Commissioner Mitchell withdrew his initial motion.

Ms. Moberg stated that she will follow up with a cost estimate before the removal of vehicles.

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

Ms. Moberg requested approval to open the RFEI process for the City's Hammond Marina lease area. Mayor Balensifer requested to move the pre-bid date since he will be out of town; brief discussion followed; the pre-bid date will be moved to October 31; with a response deadline of November 20.

Commissioner Dyer made the motion to start the official RFEI process as outlined in the attached packet with the changes in the dates as noted. Motion was seconded and passed unanimously.

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

Mr. Shafer presented two easements, the first easement with the Singer's and the second with Alcobenda's. Both are for the SW 9th and Main Safe Routes to School project. Commissioner Baldwin asked for clarification on the cost per square foot; Mr. Shafer explained.

Commissioner Mitchell made the motion to accept the proposed Perpetual Easement for Right-of-Way and Utilities for the Singer Easement, allowing for the construction of the 9th

and Main intersection, thereby improving the safe maneuvering of traffic and pedestrians at this intersection. Motion was seconded and passed unanimously.

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

Commissioner Poe made the motion to accept the proposed Perpetual Easement for Right-of-Way and Utilities for the Alcobendas Easement, allowing for the construction of the 9th and Main intersection, thereby improving the safe maneuvering of traffic and pedestrians at this intersection. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS

Planning Director Jay Blake discussed the proposed moratorium on grading and fill permits. He noted staff received direction to bring back a resolution for a moratorium, and noted there needs to be a 45 day notification process to DLCD (Department of Land Conservation and Development). He reviewed the history of this topic, noted the options to move forward, and asked for direction. Mayor Balensifer noted his concerns; code audit process is too slow for our citizens. Commissioner Dyer stated the code amendment would get things done quicker; and identify the problem areas; discussion continued. Commissioner Baldwin noted his concerns with past and current City practice with fill. He recommended setting a set elevation for everyone. After further discussion Commissioner Mitchell asked what Mr. Blake would do; Mr. Blake outlined his thoughts on the path to moving forward. Discussion followed; Ms. Moberg noted her thoughts. Mayor Balensifer asked the commission what their preference was. Commissioner Mitchell noted he does not agree with a moratorium. Commissioner Poe stated he agrees with Mr. Blake and believes it needs to be a more specific moratorium on low lying areas. Commissioner Baldwin agreed with Commissioner Poe's opinion. The general consensus was for staff to come forward with a moratorium in strategic/specific areas and a plan. Mr. Blake reiterated what his steps will be to move forward. Discussion followed. Mayor Balensifer stated the decision on fill is not an easy one. Mayor Balensifer asked if staff will create the proposed moratorium and locations, the plan for what to do in the interim with the moratorium and bring it back for consideration when staff has had time to figure it out. Mr. Blake stated he hopes to have it prepared by the end of October. Ms. Moberg requested it be discussed in a November meeting.

Mr. Shafer gave an update on the SE Dolphin Avenue culvert failure. He noted the history of the failure and the potential path forward. The culvert has not been able to be repaired due to the culvert being submerged under a foot of water. Based on the efforts to repair the culvert it was determined the culvert is compromised. Mr. Shafer stated the project will be funded under the approved 2023/2024 budget under the storm sewer fund. Mayor Balensifer thanked Mr. Shafer for the update.

Mr. Shafer discussed the SE Jetty Ave/SE King Ave sewer laterals. He discussed that the contractor has been proactive and installed Y/T branches from the main line for future lateral connections. There are upwards of fourteen possible connections, however five are past the south end manhole and may require special accommodation. He noted an estimate received from Big River for the installation of the laterals. Ms. Moberg asked the commission for staff direction on the five possible connections that go beyond the main, will need spaghetti line connections and

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are beyond the scope of the current project. Commissioner Baldwin asked if the five homes are Southwest of Jetty; Mr. Shaffer confirmed. Mayor Balensifer asked how the advanced financing district (AFD) would work. Ms. Moberg stated that the city has seen advanced financing districts both before and after the project is completed. She noted in the past an advanced financing district was submitted after the fact and was denied by the City Commission. Mayor Balensifer clarified that with an advanced financing district when someone hooks up to the sewer, they would pay the full amount; Ms. Moberg stated that if they connect within ten years they would pay at the time of connection. Mayor Balensifer stated the AFD that is being requested would connect the homes to the sewer; Ms. Moberg stated that if he is doing the laterals yes, if he is not doing the laterals, he would be requesting the sewer line. Mayor Balensifer asked if the city code requires connection since it is stated they have ten years to connect; Ms. Moberg clarified that it is for undeveloped properties that would become developed in those ten years and that city code requires connection if a public sewer line is put in. Commissioner Baldwin noted the missed sewer saddle at 1275 SE King and requested they go back and fix it as it was designed and approved. Discussion followed.

GOOD OF THE ORDER - None

There being no further business, Mayor Balensifer adjourned the meeting at 7:44 p.m.

Respectfully prepared and submitted by Hanna Bentley, Deputy City Recorder.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Volume 17 Issue 2

Monthly Finance Report
August 2023

October 10, 2023

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	4.42%	1.58%
Prime Rate:	8.50%	5.50%
◆ CPI-U change:	3.7%	8.3%
◆ Unemployment Rates:		
Clatsop County:	3.6%	4.6%
Oregon:	3.4%	4.3%
U.S.:	3.8%	3.7%

Department Statistics

◆ Utility Bills mailed	3,239
◆ New Service Connections	6
◆ Reminder Letters	427
◆ Door Hangers	99
◆ Water Service Discontinued	13
◆ Counter payments	509
◆ Mail payments	1,024
◆ Auto Pay Customers/pmts	660
◆ Online (Web) payments	1,457
◆ Checks issued	342

Current and Pending Projects

- ◆ Audit/Financial Statements FYE 6/30/23
- ◆ Business License Renewals Wrap Up
- ◆ SDC Annual Report
- ◆ Landfill Financial Assurance Report
- ◆ Open Enrollment for Health Insurance
- ◆ Staffing for vacant positions
- ◆ Implementation of new software modules for Human Resources and Leave Tracking

Financial Narrative as of August 31, 2023

Note: Revenues and expenses should track at 2/12 or 16.7% of the budget. Expenditures on pages 2-4 include personnel services, materials and services, and debt service costs as well as transfers to the capital funds. See budget for details.

General Fund: Total revenues year to date are \$522,433, which is 8.3% of the budget, compared to the prior year amount of \$558,314, which was 9.8% of the budget. Revenues exclusive of overhead and transfers are \$212,572 compared to \$176,140 at this time last year and are up by \$36,432. Increases are shown in franchise fees, transient room taxes, municipal court, food pod receipts, proceeds from sale of assets, donations, miscellaneous, and interest and are off set by decreases in property taxes, state revenue sharing, police, fire, park, planning fees and lease receipts.

Expenses year to date amount to \$1,002,434 compared to the prior year amount of \$1,009,914. An decrease of \$7,480. All departments are tracking under budget except Admin/Comm/Finance which has one-time expenses at the beginning of the fiscal year.

WBA: Business license revenue amounts to \$86,843 compared to \$82,579 last year at this time, a difference of \$4,264. The number of business licenses issued year to date is 649 compared to 643 at this time last year.

Building Department: Permit revenues

year to date amount to \$22,003, which is 8.2% of the budgeted amount. Last year to date permit revenue was \$69,874, which was 22.9% of the budgeted amount.

State Tax Street: State gas taxes received this month amount to \$28,245 for fuel sold in July compared to \$31,779 at this time last year. Receipt of City fuels tax revenue for this fiscal year will begin next month.

Warrenton Marina: Total revenues year to date are \$552,396, compared to \$517,148, at this time last year, an increase of \$35,248. There is \$63,096 in moorage receivables outstanding.

Hammond Marina: Total revenues year to date are \$345,758 compared to \$318,554 at this time last year, an increase of \$27,204. There is \$7,021 in moorage receivables outstanding.

Of the total outstanding receivables:

\$19,378 (27.6%) is current,

\$10,795 (15.4%) is 30-60 days past due,

\$33,305 (47.5%) is 60-90 days past due and

\$6,639 (9.5%) is over 90 days past due

Water Fund: Utility fees this month are \$314,270 and \$299,253, for in-city and out-city respectively and total \$613,523. Total year to date utility fees are \$1,090,751 and are 26.2% of the budget.

Last year at this time total utility fees were \$952,828, which was 23.3% of the budget and are up by \$137,923.

Sewer Fund: Utility fees this month are \$266,568 and \$524,266 year to date, which is 19.1% of the budget. Last year at this time utility fees were \$454,199 which was 16.9% of the budget and are up by \$72,067. Shoreline Sanitary fees year to date are \$24,421.

Storm Sewer: Utility fees (20% of sewer) this month are \$53,282 and \$104,791 year to date and are 19.1% of the budget.

Sanitation Fund: Year to date service fees for garbage and recycling were \$192,396 and \$40,409 and are 18.1% and 16.4% of the budget, respectively.

SDC Summary for FYE 2023

	Beginning Fund Balance	Revenues			Ending Fund Balance
		SDC	Interest	Projects	
Parks	211,890	40,701	6,378	26,426	232,543
Water	230,434	83,988	8,058		322,480
Sewer	174,158	304,524	7,636		486,318
Storm	96,574	10,250	3,036		109,860
Streets	1,216,418	49,011	36,758		1,302,187
total	1,929,474	488,474	61,866	26,426	2,453,388

Financial data as of August, 2023

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,915,388	2,192,384	1,400,000	156.60	
Plus: Revenues	246,175	522,433	6,292,794	8.30	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	11,554	26,867	195,278	13.76	
Admin/Comm/Fin(ACF)	103,687	300,738	1,496,499	20.10	
Planning	21,131	43,884	445,507	9.85	
Police	209,021	394,156	2,331,713	16.90	
Fire	79,393	151,445	1,149,355	13.18	
Parks	15,615	34,595	237,467	14.57	
Transfers	8,779	50,749	871,641	5.82	
Total Expenditures	449,180	1,002,434	6,727,460	14.90	
Ending Fund Balance	<u>1,712,383</u>	<u>1,712,383</u>	<u>965,334</u>	<u>177.39</u>	

	WBL				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	170,666	114,568	109,000	105.11	
Plus: Revenues	361	87,738	87,800	99.93	
Less: Expenditures	7,867	39,146	67,981	57.58	
Ending Fund Balance	<u>163,160</u>	<u>163,160</u>	<u>128,819</u>	<u>126.66</u>	

	Building Department				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	561,950	579,592	620,000	93.48	
Plus: Revenues	10,439	26,856	282,998	9.49	
Less: Expenditures	21,253	55,312	521,845	10.60	
Ending Fund Balance	<u>551,136</u>	<u>551,136</u>	<u>381,153</u>	<u>144.60</u>	

	State Tax Street				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	3,188,133	3,222,554	3,000,000	107.42	
Plus: Revenues	41,050	52,704	4,793,347	1.10	
Less: Expenditures	48,188	94,263	6,829,022	1.38	
Ending Fund Balance	<u>3,180,995</u>	<u>3,180,995</u>	<u>964,325</u>	<u>329.87</u>	

	Warrenton Marina				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	677,708	353,642	330,000	107.16	
Plus: Revenues	170,326	552,396	747,995	73.85	
Less: Expenditures	57,293	115,297	866,310	13.31	
Ending Fund Balance	<u>790,741</u>	<u>790,741</u>	<u>211,685</u>	<u>373.55</u>	

Financial data as of August 2023, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	432,047	269,706	240,000	112.38	1,914,190	1,608,654	1,400,000	114.90
Plus: Revenues	140,261	345,758	419,161	82.49	658,708	1,170,624	7,075,602	16.54
Less: Expenditures	39,903	83,059	545,445	15.23	187,368	393,748	7,330,014	5.37
Ending Fund Balance	<u>532,405</u>	<u>532,405</u>	<u>113,716</u>	<u>468.19</u>	<u>2,385,530</u>	<u>2,385,530</u>	<u>1,145,588</u>	<u>208.24</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,547,669	3,430,433	2,900,000	118.29	2,052,349	2,012,233	1,680,000	119.78
Plus: Revenues	361,061	660,931	3,065,029	21.56	60,806	119,221	883,340	13.50
Less: Expenditures	170,847	353,481	4,410,805	8.01	13,407	31,706	2,003,002	1.58
Ending Fund Balance	<u>3,737,883</u>	<u>3,737,883</u>	<u>1,554,224</u>	<u>240.50</u>	<u>2,099,748</u>	<u>2,099,748</u>	<u>560,338</u>	<u>374.73</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	576,375	568,673	445,000	127.79	46,307	35,232	30,000	117.44
Plus: Revenues	120,357	238,722	1,322,595	18.05	969	13,712	25,950	52.84
Less: Expenditures	102,820	213,483	1,503,237	14.20	1,687	3,355	34,532	9.72
Ending Fund Balance	<u>593,912</u>	<u>593,912</u>	<u>264,358</u>	<u>224.66</u>	<u>45,589</u>	<u>45,589</u>	<u>21,418</u>	<u>212.85</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	183,773	210,291	185,000	113.67	8,008	7,970	6,100	130.66
Plus: Revenues	2,719	7,621	276,280	2.76	19,632	19,670	5,184,828	0.38
Less: Expenditures	18,757	50,177	313,323	16.01	19,590	19,590	4,371,000	0.45
Ending Fund Balance	<u>167,735</u>	<u>167,735</u>	<u>147,957</u>	<u>113.37</u>	<u>8,050</u>	<u>8,050</u>	<u>819,928</u>	<u>-</u>

Financial data as of August 2023, continued

(\$) Cash Balances as of August 31, 2023

General Fund	2,203,707	Warrenton Marina	740,359	Storm Sewer	2,071,678
WBL	158,988	Hammond Marina	532,838	Sanitation Fund	538,541
Building Department	563,720	Water Fund	1,872,583	Community Center	47,239
State Tax Street	3,445,472	Sewer Fund	3,455,230	Library	166,857

Warrenton Urban Renewal Agency

Capital Projects	27,090
Debt Service	2,322,261

General Fund Revenues	Collection Frequency	2023-2024 Budget	Actual as a % of Current Budget	Collections/Accruals Year to date		(over) under budget
				August 2023	August 2022	
Property taxes-current	AP	1,347,187	0.00	-	-	1,347,187
Property taxes-prior	AP	30,000	30.44	9,131	15,011	20,869
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	628,000	7.12	44,727	30,650	583,273
COW - franchise fees	M	331,911	19.53	64,828	57,799	267,083
Transient room tax	Q	648,269	1.05	6,838	6,108	641,431
Liquor licenses	A	625	0.00	-	25	625
State revenue sharing	MQ	209,754	0.00	-	508	209,754
Municipal court	M	103,200	11.77	12,147	11,420	91,053
Planning Fees	I	107,000	2.31	2,475	4,428	104,525
Police charges	I	25,000	16.20	4,049	4,529	20,951
Fire charges	SM, I	115,624	0.19	225	475	115,399
Park charges	I	-	0.00	370	505	-
Housing rehab loan payments	I	-	0.00	-	-	-
Miscellaneous	I	3,000	115.10	3,453	2,079	(453)
Interest	M	50,000	37.05	18,526	4,851	31,474
Lease receipts	M	221,913	16.49	36,602	37,752	185,311
Food pod receipts	M	-	0.00	4,745	-	(4,745)
Proceeds from sale of assets	I	-	0.00	3,585	-	(3,585)
Donations	I	-	0.00	871	-	(871)
Grants	I	-	0.00	-	-	-
Sub-total		3,821,483	5.56	212,572	176,140	3,608,911
Transfers from other funds	I	974,812	0.00	9,123	73,374	965,689
Overhead	M	1,496,499	20.10	300,738	308,801	1,195,761
Total revenues		6,292,794	8.30	522,433	558,315	5,770,361

M - monthly
 Q - quarterly
 SM - Semi-annual in January then monthly
 AP - As paid by taxpayer beginning in November
 MAQ - Century Link, NW Nat & Charter-quarterly, all others monthly
 S - semi-annual
 I - intermittently
 MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing
 A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2024. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

Minutes

Warrenton Community Library Board Regular Meeting

June 14, 2023 - 5:30 p.m.

Warrenton City Commission Chambers
225 South Main Ave., Warrenton, OR 97146

1. Call to order: Kelsey opened the meeting at 5:35.
2. Roll call: Kelsey Balensifer, Karyn Grass, Joy Wheatley-Decius, Amanda Donovan, Andrew Walker, and Eileen Purcell. Also attending: Library Director Josh Saranpaa. Absent: Brenda Atwood.
3. Recognition of guests: there were no guests.
4. Public comment: there was no public comment.
5. Consent calendar
 - A. Regular Meeting Minutes 3.8.23: Kelsey asked for a motion to approve the meeting minutes from the March quarterly meeting, with a couple minor corrections. Karyn motioned, Amanda seconded, and all approved.
6. Discussion items
 - A. Library director's report: Josh provided a report detailing his outreach activities and his commitment to developing new programs, particularly those aimed at the community's adult members. Children's programming hours currently predominate programming hours. Josh also reported on some brainstorming regarding buying a new building. The rent on the current building will increase soon and we are currently on a month-to-month lease.
 - B. Friends of the Warrenton Community Library update: Official 501c3 status has been attained. The group has scheduled a meeting for 6/15. Adult after dark programming is on hiatus for four months. The Human Bean promotion raised \$200+ which went to the summer reading program. A magic performer is scheduled for July 14.
 - C. Strategic Planning: To be undertaken on Josh's initiative, with the advisory board, the Friends and the community's input, to develop a strategic plan to identify and initiate prioritization of programs. We may need to meet outside regular board meeting times to work on this.
 - D. The open seat on the board has been filled by Andrew Walker who expressed his enthusiasm for the library. He and his family are active users and participants in library programming and we welcome him to the advisory board.
7. Action items:
 - A. Collection Policy: The library has a collection development policy that adheres to ALA guidelines and is the basic document referred to when a complaint is received about a specific text's inclusion in the collection. The current policy proposal to address concerns states the Library Director will review the complaint and then send it to the Advisory Board

for review and a decision that can be appealed to the City Commission. This policy proposal must be approved by the City Commissioners. Amanda proposed that we defer action on this right now; Joy seconded, and the motion was tabled.

8. Good of the order:

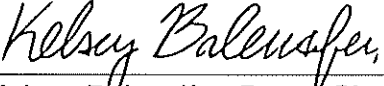
A. The coming year's meetings are scheduled at 5:30 p.m. in the Warrenton City Commission Chambers on:

- September 13, 2023
- December 13, 2023

B. Kelsey's term of service is up at the end of the year and she is considering investing more heavily in the Friends group board, which would leave the advisory board chair position open.

9. Adjournment: The meeting concluded at 6:24 p.m.

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



Kelsey Balensifer, Board Chair

9/13/23

Date

Warrenton Community Center

Annual Report

For Fiscal Year July 1, 2022 – June 30, 2023

3.D

Summary:

This report is a communication to the City of Warrenton Commission regarding the annual results of operations, financial position, and activities of the Warrenton Community Center. This report also summarizes the accomplishments, efforts, and long-term goals of the Center as proposed and carried out by the Warrenton Community Center Advisory Board and management.

Staffing and Oversight:

The center is managed by the Finance Director in conjunction with a part-time staff person that provides oversight, monitors rental activity at the center, and performs light maintenance. The City appoints a five member board to provide input and recommendations to the commission. The Warrenton Community Center Advisory Board meets October, November, December, January, February, March, April, and May with staff, on the third Thursday of each month to discuss fundraising efforts, operations, and to consider long-term goals and objectives.

Operations:

The Community Center was built with grant funds in 1988. Since then most operational costs were supported entirely by rental fees and the Center, to this day, does not receive any direct property tax revenues. Since July 1, 2011, the Center has received funding derived from City discretionary revenue sources other than Center rental fees for capital projects and major maintenance.



The Center is rented out to individuals and entities on a per hour basis. Rental rates during the year were \$40.00 and \$50.00 per hour for the facility with non-kitchen and kitchen use, respectively. Warrenton Seniors, Inc. had a special rate at \$100.00 per month during the year. Revenues are also generated from renting supplies such as the dance floor, silver serving dishes, and charging for cleaning services. Income is also derived from fundraising activities and donations.

For this period ending 2023, the Center was rented a total of 1,792.50 hours with 856.50 hours charged at the adopted rates (Seniors used 936 hours) compared to 1,223.75, and 1104 hours in fiscal years ending 2021 and 2022, respectively. Total hours this year increased 568.75 hours compared to the prior year. The current hour breakdown, by category, for the past three years, is as follows:

	2023	2022	2021
Warrenton Seniors, Inc.	936.00	918.00	927.00
Other Weekday hours	592.00	150.75	113.50
Other Weekend hours	264.50	155.00	63.50
Total	1,792.50	1,223.75	1,104.00

Rental income, for this period, from regular hours rented was \$29,774 and other revenues were \$11,059 for total revenues of \$40,833 for the year. No transfer was made from the General Fund this year. Last year, total revenues were \$24,094. Current expenses for the year were \$27,319, for a net income of \$13,514. A transfer of \$5,000 was made to the capital reserve account this year. Normal expenses were \$6,479 for personal services, \$665 for supplies, \$8,422 for utilities, \$382 in credit card fees, \$80 for computer support, \$2,292 for building maintenance, \$711 for non-capital equipment, \$1,651 for fundraising expenses, and \$1,637 for overhead. (Additional expenses paid by the Facilities Maintenance Fund are detailed on page 5 of this report.)

The Community Center will begin the new fiscal year with a beginning fund balance of \$35,232, an increase from the prior year of \$13,514 which is the net income for the year.

A historical summary of revenues and expenses for the Center are as follows:

	2023	2022	2021	2020	2019
Rental Fees	29,774	14,015	7,893	15,361	19,012
Other Revenue	11,059	10,079	5,399	5,012	7,851
Total Revenues	40,833	24,094	13,292	20,373	26,863
Personal Services	6,479	7,398	5,236	7,395	7,414
Materials and Services	15,840	10,735	9,538	11,729	12,334
Capital Outlay					
Transfers	5,000	1,000	0	2,500	2,000
Total Expenses	27,319	19,133	14,774	21,624	21,748
Increase (Decrease) in Fund Balance	13,514	4,961	(1,482)	(1,251)	5,115
Beginning Fund Balance	21,718	16,757	18,239	19,490	14,375
Ending Fund Balance	35,232	21,718	16,757	18,239	19,490

Fundraising Activities:

The Community Center Advisory Board puts on the Breakfast with the Easter Bunny and Breakfast with Santa each year. These activities not only generate some income for center operations but also provide the community with fun family activities during the holiday seasons.

The following table summarizes net proceeds from the board's fundraising efforts:

	Breakfast with Santa	Breakfast with Easter Bunny
Sales	\$ 2,250	\$ 1,122
Donations	4,127	1,948
Expenses	(812)	(838)
Net Proceeds	\$ 5,565	\$ 2,232

Donations:

Local businesses and individuals provide donations during the year for general support and for breakfast expenses. This year we received a total of \$6,075 in cash, and supply donations. These donations were used to help with expenses relating to the Breakfasts and to support Community Center operations. For many years, the Pig 'N Pancake has donated the pancakes, syrup and a cook and Starbucks has donated coffee. This has helped tremendously with the breakfast expenses. Many local businesses and individuals also donated items for the raffle baskets. The Advisory Board devotes many hours of hard work making sure these breakfasts are successful.

Rates:

The advisory board is very much interested in increasing the rental hours at the center and promoting the center as a great place to rent. The center is a community asset that should be utilized to its fullest. The challenge is seeking to charge the correct amount of revenue needed in order to cover operating costs and future capital requirements and not out-price our users. As of July 1, 2022, rates were \$50.00 and \$40.00 for kitchen and non-kitchen use, respectively.

Information about the Community Center is advertised on the City's website.

Wi-Fi:

We have public Wi-Fi at the Center. All users are able to connect. This also helps staff connect to City Hall so we can communicate with the center via email. This has helped tremendously with communication. And, most of all, the renters love it, too!

Capital Improvements:

In the fiscal year ending June 2004 budget process, staff created a Community Center Capital Reserve fund to begin accumulating funds for needed major improvements. It was hoped that rental fee increases would generate excess funds that would be transferred each year to the fund.

A \$5,000 transfer was made to the capital reserve fund this year. The fund started the year with \$6,812 and has an ending fund balance of \$11,812 as of June 30, 2023, which is available for major maintenance and capital improvements to the facility.

Capital improvement and major maintenance history at the Center for previous fiscal years ending is as follows:

2002	New dishwasher, Nov 2001	\$4,027
	Exterior light poles, Feb 2002	\$1,175
2005	interior remodel	\$15,000 (funded by WBA donation)
2007	parking lot striping	\$555
2008	New roof, April 2008	\$12,866 (\$5,000 was funded by the WBA)
	New ceiling tiles	\$1,320
2010	New entryway-donated	\$6,435
2011	Chairs (16), dollies (4), table cart, dance floor cart, window trim, and coat rack	\$2,622
2012	Parking lot striping	\$485
	Fire Suppression System	\$3,249
	(3) Windows	\$925
	Re-siding and paint exterior Completed in FY 2013	\$41,990 (funded entirely by the Facilities Maintenance Fund)
2013	Window Shades (2)	\$437
	Vacuum	\$400
	Building Signage	\$901
2014	Bathroom Paint/Flooring	\$2,129 (\$1,475 was funded by the Facilities Maintenance Fund)
	New Heating Furnace	\$2,580 (funded entirely by the Facilities Maintenance Fund)
2015	New Walk-In Freezer	\$19,920 (funded entirely by the Facilities Maintenance Fund)
	Freezer Room Wall Repair	\$5,385 (funded entirely by the Facilities Maintenance Fund)
	New Commercial Refrigerator	\$4,856 (funded entirely by the Facilities Maintenance Fund)
2016	New Refrigerator	\$599
2017	Firewall Upgrade/Wifi	\$875
2018	New Gas Furnace (1 of 3)	\$3,500 (funded entirely by the WBA)
2021	Replaced Dishwasher Pump	\$1,167 (funded entirely by the Facilities Maintenance Fund)
2022	New Grease Trap	\$1,775
	Walk-In Freezer Compressor	\$1,516 (funded by Warrenton Seniors, Inc.)
2023	Parking Lot Striping	\$575 (funded entirely by the Facilities Maintenance Fund)
	Sump Pump Replacement	\$1,406 (funded entirely by the Facilities Maintenance Fund)

Funding from the **Facilities Maintenance Fund** contributed the following amounts this year, totaling \$3,683.

Fire Safety	\$ 413
Equipment Maintenance	\$ 408
Pest Control	\$ 844
Plumbing	\$ 886
Electrical	\$ 557
Parking Lot Striping	\$ 575

Marketing/Advertising:

No direct efforts this year. Staff continues to deploy an updated brochure and information is available on our website. Events and information on the Center is also posted on the City's Facebook page.

Advisory Board Accomplishments, Efforts, and Long-Term Goals:

Every year at Christmas, the board gets together and decorates the Center so that our renters will have a festive environment. The board donates all decorations and supplies. The board sponsored two successful breakfasts for the community at the Community Center this year. The current board members are Debbie Little, Chairman, Penny Morris, Vice Chair, Carol Snell, Secretary, Dennis O'Reilly and Cynthia O'Reilly. The board's fundraising efforts are critical to the Community Center.

Conclusion:

Staff continues to strive to give our renters excellent customer service hoping that they are satisfied with the center and will use it again and again. We hope they tell their friends and family about the center. We do have repeat customers who enjoy the center very much. In addition to providing a place for the Meals on Wheels program and for our Senior Citizens to have lunch on Tuesdays each week, the center is rented regularly for weddings, receptions, showers, celebrations of life, birthday parties, family reunions, business meetings and more. The Community Center is an important asset for the community and we hope it will continue to be for years to come.

The advisory board extends an open invitation to the monthly meeting on the 3rd Thursday of the month, October through May, to all commissioners. The meetings are held at the City Commission Chambers in City Hall at 5:00 p.m and are also available for remote attendance through Zoom.



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Tony Faletti

ADDRESS: P.O. Box 188 Warrenton, Or 97146

EMAIL: _____

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

BRIEFLY DESCRIBE YOUR TOPIC: dump pass / not for fully ear

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.



Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission
From: April Clark
Finance Director
Date: October 10, 2023

**Regarding: Extension of Low Income Housing Water Assistance (LIHWA)
Agreement with Clatsop Community Action and Oregon Housing and Community
Services Department**

SUMMARY:

In 2022 the City Commission approved an agreement with Clatsop Community Action (CCA) and the Oregon Housing and Community Services Department to participate in the Low-Income Housing Water Assistance Program established by Congress as part of the Consolidated Appropriations Act and the American Rescue Plan Act of 2021. The program is designed to provide low-income households with assistance for their drinking water and wastewater services costs. Households who are at or below 60% state median income are eligible for the program. CCA determines eligibility and payments are made directly to the City.

This program was set to end September 30, 2023, however, Clatsop Community Action has asked that we extend the program through March 31, 2024. Staff recommends that the program be extended as it has been very helpful to many of our citizens. Approximately \$31,700 has been received on 72 utility accounts, helping citizens to avoid having services discontinued due to non-payment.

A copy of the Extension Agreement is attached.

**RECOMMENDATION:
Recommended Motion -**

I move to authorize the Mayor's signature on the Agreement to Extend Low-Income Household Water Assistance (LIHWA) Program.

ALTERNATIVE:
None recommended

FISCAL IMPACT:

Fiscal impact is minimal. Additional staff time is required to track and implement the program.

Approved by City Manager: Esther Moberg

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

**AGREEMENT TO EXTEND
LOW-INCOME HOUSEHOLD WATER ASSISTANCE (LIHWA) PROGRAM**

This Agreement to Extend the Low-Income Household Water Assistance (LIHWA) Program Agreement is entered into by and between the CAT/CARE/CCA ("Agency"), the City of Warrenton ("Vendor"), and the Oregon Housing and Community Services Department, together with its successors and assigns ("Department") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into the Low-Income Household Water Assistance (LIHWA) Program Agreement ("Agreement") on 4/29/23 [Insert date], and

WHEREAS, the Parties desire to extend the Agreement for six months in alignment with the approval of the Department's No-Cost Extension.

THEREFORE, in exchange for the mutual promises contained herein, the Parties agree to the terms and conditions set forth below:

In accordance with Section 5(a)(vi) of the Agreement, the Parties agree to extend the terms of the originally executed Agreement through March 31, 2024.

Except as expressly modified herein, the terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein.

Vendor

Agency

Name of Vendor

Name of Agency

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: October 10, 2023
SUBJ: First Reading of Ordinance No. 1268; Urban Renewal Plan
Substantial Amendment Legal Description Correction

SUMMARY

Clatsop County Assessor's office has found that the recorded legal description which outlines the Urban Renewal District boundaries is inaccurate. When the substantial plan amendment was adopted in 2019, by Ordinance No. 1230, it included an error in the description. It was believed to be corrected with Ordinance No. 1237. However, in 2009, the boundaries were amended with URA Resolution No. 09-04. That resolution is attached for reference. It is a necessary housekeeping measure to correct the recorded legal description of the Urban Renewal Plan Substantial Amendment. After the second reading and adoption of Ordinance No. 1268, the amended Legal Description will be recorded in the Records of Clatsop County.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading by title only, of Ordinance No. 1268; An Ordinance Amending the Legal Description of Ordinance No. 1230; An Ordinance Making Certain Determinations and Findings Relating to and Approving the Warrenton Urban Renewal Plan Amendment, and Repealing Ordinance No. 1237."

ALTERNATIVE

No Recommendation

FISCAL IMPACT

N/A

Approved by City Manager: Arthur Moberg

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

ORDINANCE NO. 1268
Introduced by All Commissioners

AN ORDINANCE AMENDING THE LEGAL DESCRIPTION OF ORDINANCE NO. 1230; AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE WARRENTON URBAN RENEWAL PLAN AMENDMENT, AND REPEALING ORDINANCE NO. 1237.

WHEREAS, the City of Warrenton’s Urban Renewal Plan Amendment was adopted on the 12th day of November, 2019 by the Warrenton City Commission and thereafter submitted a copy of the Plan Amendment to Clatsop County for Recording; and

WHEREAS, the County duly recorded the Plan Amendment on January 27, 2020; and

WHEREAS, in February of 2020, the City received notice from the County that the legal description submitted with the Plan Amendment needs revising, as adopted by Ordinance No. 1116-A, and Ordinance No. 1237 was adopted and recorded.

WHEREAS, on September 27, 2023 the City received notice from the County that the legal description is inaccurate and should match the amended legal description that was adopted and recorded in 2009, by Urban Renewal Resolution No. 09-04.

NOW THEREFORE, THE COMMISSION OF THE CITY OF WARRENTON HEREBY ORDAINS THAT:

Section 1. The City of Warrenton Urban Renewal Plan Amendment, adopted by Ordinance No. 1230, is hereby amended to reflect the revised Legal Description which is attached to this ordinance as Exhibit “A.”

Section 2. Ordinance No. 1237 is hereby repealed.

Section 3. The City Recorder shall forward a copy of this Legal Description amendment to be recorded in the Records of Clatsop County.

Section 4. This Ordinance shall take effect 30 days after its adoption.

First Reading:

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____ 2023.

Attest:

Approved:

Dawne Shaw, CMC, City Recorder

Henry A. Balensifer III, Mayor

Exhibit A

Legal Description
for
City of Warrenton
Re: Urban Renewal District
As Revised October 2, 2009

Situate in the SW1/4 of Section 15, the SE 1/4 of Section 16, the East 1/2 of Section 21, the West 1/2 of Section 22, and all of Sections 27 and 28, Township 8 North, Range 10 W.M., City of Warrenton, Clatsop County, Oregon and being described as follows:

Beginning at the northeast corner of the Solomon Smith DLC No. 40, also being the southeast corner of DLC 43; thence west on the north line of said DLC No. 40 a distance of 935 feet more or less to the east right of way of the abandoned SP&S Railroad; thence north along said east right of way 1,110 feet more or less to the Easterly extension of the North line of the plat of Ivy Park; thence west along said easterly extension 115 feet more or less to a point 100 feet west of the west right of way of the abandoned SP&S railroad right of way; thence south parallel with and 100 feet west of said right of way 1,110 feet more or less to the North line of DLC No. 40; thence west a distance of 825 feet, more or less to the east right-of-way line of Old Oregon Coast Highway; thence north and northeasterly on the east right-of-way line of said Old Oregon Coast Highway, a distance of 650 feet, more or less to the intersection of the southerly extension of the east line of Block 8 in the plat of Ivy Park; thence north on said east line a distance of 730 feet, more or less to the northeast corner of said plat, also being on the north right-of-way line of Hutchinson Avenue; thence west on said north right-of-way line, a distance of 780 feet, more or less to a point on the east right-of-way line of Whiskey Road; thence northwesterly on said east right-of-way line and the extension thereof a distance of 650 feet, more or less to a point on the north right-of-way line of DeLaura Beach Road; thence northeasterly on the said north right-of-way line, a distance of 1,000 feet, more or less to a point on the south line of the Block 17, Plat of Hollywood Park; thence east on said south line, a distance of 90 feet, more or less to the west right-of-way line of SW Elm Avenue; thence north on said west right-of-way line and the extension thereof, a distance of 1,300 feet to a point on the north right-of-way line of SW 14th Street; thence east on said north right-of-way line, a distance of 1,030 feet, more or less to the west right-of-way line of SW Alder Avenue; thence northeasterly 80 feet more or less to the northwest corner Parcel 3 of Partition Plat 1994-037; thence north a distance of 210 feet more or less, to the south line of Pulkin Addition extended westerly; thence west 30 feet, more or less to a point on the east line of the Plat of Sand Creek No. 2; thence north on said east line and the extension thereof, a distance of 1,610 feet, more or less to a point on the westerly extension of the south right-of-way line of SW 9th Street; thence east on said extension, a distance of 60 feet, more or less to the northwest corner of Lot 1, Block 7, Plat of Skipanon Addition; thence northerly on the west right-of-way line of Cedar Street and the extension thereof, a distance of 1,180 feet, more or less to a point on the north right-of-way line of 5th Street; thence west on said north right-of-way line, a distance of 30 feet, more or less to a point; thence northeasterly, a distance of 30 feet, more or less; thence northwesterly, a distance of 30 feet to a point on the north right-of-way line of SW 6th Street; thence west on said north right-of-way line, a distance of 36 feet, more or less to the intersection of the north right-of-way line of SW 5th Street; thence northwesterly on said north right-of-way line, a distance of 120 feet, more or less to a point on the west right-of-way line of SW Alder Avenue; thence northeasterly on said west right-of-way line, a distance of 2,440 feet, more or less to the intersection of the westerly right-of-way line of Market Street; thence northwesterly on said

westerly right-of-way line, a distance of 460 feet, more or less to a jog in the said right-of-way line; thence west 65 feet, more or less to a point on the east line of Block 115, Plat of Alder Meadows 2nd Extension; thence northerly on said east block line, a distance of 190 feet, more or less to the westerly right-of-way line of Market Street; thence northerly on said westerly right-of-way line, a distance of 600 feet to a point on the south right-of-way line of NW 3rd Street; thence northwesterly on said south right-of-way line, a distance of 90 feet, more or less to the west right-of-way line of NW Birch Avenue; thence northeasterly on said west right-of-way line, a distance of 275 feet, more or less to the intersection point with the west right-of-way line of Market Street; thence northwesterly on said west right-of-way line, a distance of 210 feet, more or less to the south right-of-way line of NW 4th Street; thence southeasterly on westerly extension of the South line of Lot 1, Plat of G. Clifford Barlow and on the south line of Lots 1 – 7 of said plat, a distance of 1,640 feet, more or less to the west right-of-way line of NE Skipanon Drive; thence northeasterly on said west right-of-way, a distance of 490 feet, more or less to the center line of Madison Avenue; thence southeast on the easterly extension of said center line, a distance of 50 feet, more or less to the center line of NE Skipanon Drive; thence east, a distance of 50 feet, more or less to the northwest corner of parcel E Warrenton Lumber parcel described in Book 390, Page 685, Clatsop County Deed Records, thence following the north line of said Parcel E easterly, a distance of 1,060 feet, more or less to the north line of said Section 22; thence east on said Section 22, a distance of 620 feet, more or less to a point on the west line of Block 14, Plat of Portoria; thence southwest on said plat line, a distance of 445 feet, more or less to a point on the south right-of-way line of NE 3rd Place; thence west on said south right-of-way line, a distance of 20 feet, more or less to the east right-of-way line of NE Iredale Avenue; thence south on said east right-of-way line, a distance of 1,500 feet, more or less to an angle point in said east right-of-way line; thence continuing on said east right-of-way line southwest, a distance of 790 feet, more or less to a point on the north right-of-way line of SE 2nd, also being an angle point in the east right-of-way line of SE Iredale Avenue; thence continuing on said east right-of-way line south, a distance of 870 feet, more or less to a point on the south line of SE 5th Street; thence west on said south right-of-way line, a distance of 1,810 feet, more or less to a point on the east right-of-way line of SE Ensign Avenue; thence southeasterly on said east right-of-way line, a distance of 280 feet, more or less to an angle point on said east right-of-way line; thence continuing on the east right-of-way line of SE Ensign Avenue, a distance of 1,900 feet, more or less to a point on the north right-of-way line of SE 12th Place; thence east on said north right-of-way line, a distance of 590 feet to an angle point on said north right-of-way line; thence southeasterly on said north right-of-way line, a distance of 725 feet, more or less to a point on the west right-of-way line of SE Galena Court; thence northeast, a distance of 170 feet, more or less to the SW corner of Block 21 Plat of The Plaza, also being on the north right-of-way of SE 12th Place; thence east on said north right-of-way line, a distance of 1,645 feet, more or less to a point on the east right-of-way line of SE King Avenue; thence south on said east right-of-way line, a distance of 880 feet to the south right-of-way line of SE 14th Street;

thence west on said south right-of-way line, a distance of 1,357 feet, more or less, to the easterly right-of-way line of the Oregon Coast Highway;

thence S45°02'25"W along the easterly right-of-way line of the Oregon Coast Highway, 7.88 feet to a point;

thence S29°08'28"W along the easterly right-of-way line of the Oregon Coast Highway, 540.45 feet to a point;

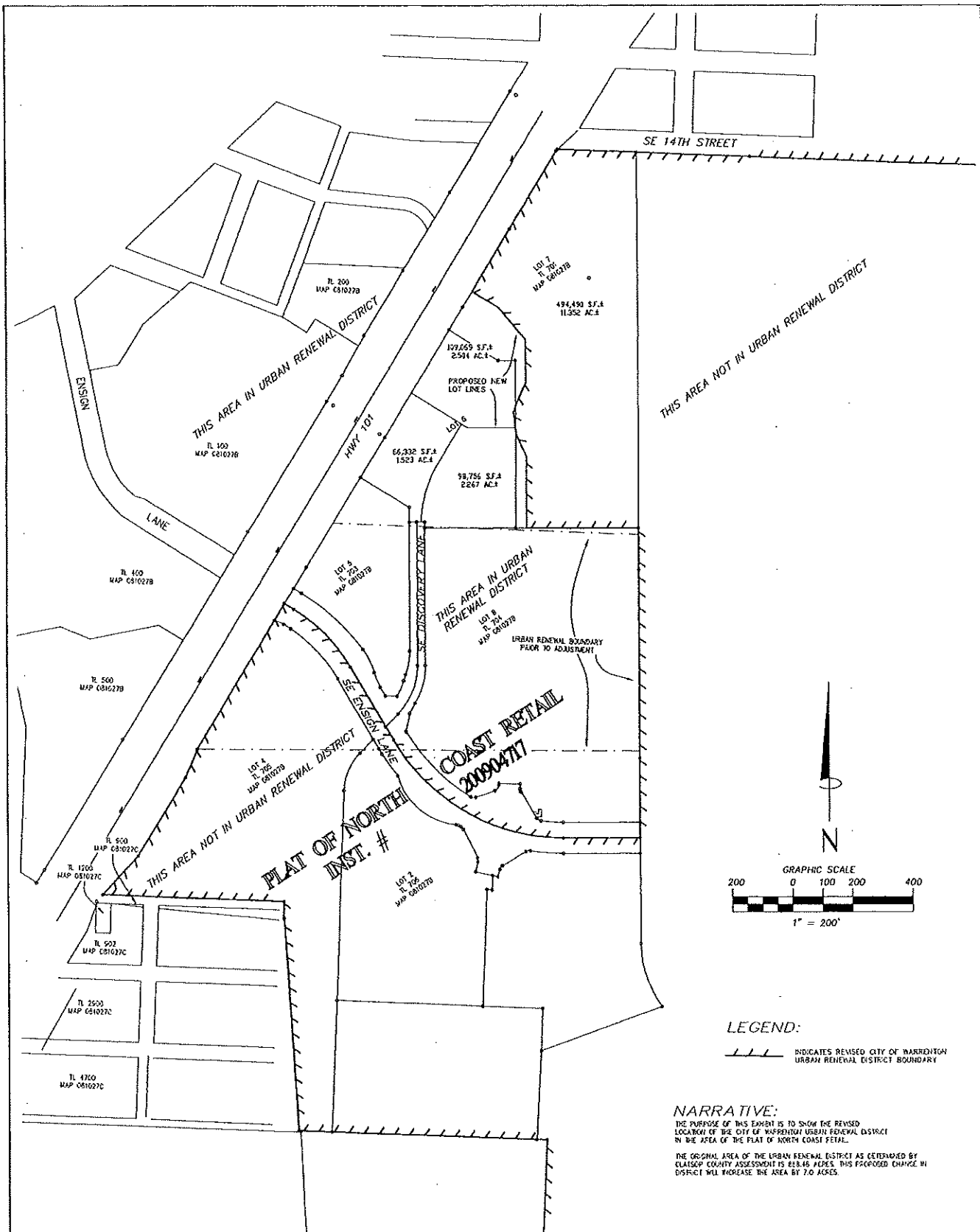
thence leaving said easterly right of way line, S61°04'59"E, 103.60 feet to a point; thence S42°06'22"E, 135.34 feet to a point; thence S02°32'21"E, 138.99 feet to a point; thence S20°19'49"W, 105.41 feet to a point; thence S09°19'40"E, 72.20 feet to a point; thence S25°17'18"E, 83.87 feet to a point; thence S02°32'21"E, 231.61 feet to a point on the northerly line of Lot 8, "North Coast Retail"; thence N87°40'12"E along said northerly line, 371.65 feet to the northeast corner of said Lot 8; thence S02°19'48"E along the easterly line of said "North Coast Retail", 1016.77 feet to the centerline of SE Ensign Lane;

thence tracing said centerline along the following courses: S87°40'12"W, 255.64 feet to the point of curve right of a 650.00 foot radius curve; thence along the arc of said curve right through a central angle of 59°36'07", 676.16 feet (chord bears N62°31'44"W, 646.08 feet) to a point; thence N32°43'41"W, 277.05 feet to the point of curve left of a 550.00 foot radius curve; thence along the arc of said curve left through a central angle of 28°07'20", 269.95 feet (chord bears N46°47'21"W, 267.25 feet); thence N60°51'00"W, 36.02 feet to the easterly right-of-way line of the Oregon Coast Highway;

thence tracing the easterly right-of-way line of the Oregon Coast Highway along the following courses: S29°08'28"W, 560.34 feet to an angle point at 105 feet left of Engineer's Centerline Station 212+00; thence S20°36'57"W, 101.18 to an angle point at 120 feet left of Engineer's Centerline Station 213+00; thence S29°08'28"W, 299.87 feet to an angle point at 120 feet left of Engineer's Centerline Station 216+00; thence S40°26'10"W, 173.21 feet to the southwest corner of "North Coast Retail";

thence tracing the boundary of said "North Coast Retail" along the following courses: N89°54'59"E, 575.48 feet to a point; thence N89°55'12"E, 25.00 feet to a point; thence S00°07'02"W, 54.73 feet to a point; thence S87°36'25"E, 2.13 feet to a point; thence S06°02'55"E, 699.02 feet to a point; thence N89°54'46"E, 821.59 feet to the northeast corner of Block 1 of the vacated plat of "Herrington-Elliott Addition to Warrenton";

thence south on the east line of said blocks 1 and 14, a distance of 500 feet, more or less, to the southeast corner of the vacated plat of Herrington-Elliott; thence west, a distance of 1,820 feet to a point on the west right-of-way line of SE Dolphin Avenue; thence north on said west right-of-way line, a distance of 1,230 feet, more or less to the northeast corner of Block 5, Plat of "Subdivision of Portsmouth" Addition to Warrenton; thence west on the north lines of Blocks 5 - 7, a distance of 1,125 feet, more or less to the northwest corner of Block 7; thence south on the west line of said Block 7, a distance of 50 feet, more or less to the point of beginning.



LEGEND:

--- INDICATES REVISED CITY OF WARRENTON URBAN RENEWAL DISTRICT BOUNDARY

NARRATIVE:

THE PURPOSE OF THIS EXPERT IS TO SHOW THE REVISED LOCATION OF THE CITY OF WARRENTON URBAN RENEWAL DISTRICT IN THE AREA OF THE PLAT OF NORTH COAST RETAIL.

THE ORIGINAL AREA OF THE URBAN RENEWAL DISTRICT AS DETERMINED BY CLATSOP COUNTY ASSESSMENT IS 828.46 ACRES. THIS PROPOSED CHANGE IN DISTRICT WILL INCREASE THE AREA BY 7.0 ACRES.

REGISTERED PROFESSIONAL LAND SURVEYOR
Dale H. Sharrett
 OREGON
 DALE H. SHARRETT
 1979
 REG. # 1000
 EXPIRES: DECEMBER 31, 2009

HLB otak
 SURVEYING
 CIVIL ENGINEERING
 PLANNING
 WATER RIGHTS
 WETLAND CONSULTING

PACIFIC COUNTY
 1715-B N. PACIFIC AVE.
 LONG BEACH, WA 98631
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CLATSOP COUNTY
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 OREGON, OR 97136
 (503) 758-3425
 FAX: (503) 758-7455

TILLAMOOK COUNTY
 1845 NEAR-SUMMIT CREEK RD.
 HASTINGS, OR 97126
 (503) 364-3314
 FAX: (503) 365-5417

WWW.HLB-OTAK.COM

EXHIBIT FOR:
CITY OF WARRENTON
 PLOT OF REVISED URBAN RENEWAL BOUNDARY
 ON NORTH COAST RETAIL PLAT AREA
 SW 1/4 SECTION 27, T8N, R10W, W.M.
 CITY OF WARRENTON, CLATSOP COUNTY, OREGON

*COCO #40
 565719191.012

DATE: OCT 14, 2009
 JOB NO.: 65719.6

EQUIPMENT: HA

FIELD: HA

DRAWN: DNB

CHECKED: DNB

After Recording Return To:
Warrenton City Recorder
PO Box 250
Warrenton, OR 97146

RESOLUTION NO. 09-04

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE
WARRENTON URBAN RENEWAL PLAN AND REPORT, MAKING AN
ACREAGE ADDITION TO THE PLAN AREA BOUNDARY OF LESS THAN
ONE PERCENT, AND DELETING AN INCORRECT REFERENCE IN THE
AMENDMENT SECTION.**

WHEREAS, the Warrenton Urban Renewal Agency (the "Agency") has prepared a First Amendment to the Urban Renewal Plan known as the Warrenton Urban Renewal Plan, a copy of the amendment and accompanying report are marked Exhibit "A" and "B", respectively, attached hereto, and incorporated by reference as "Amendment Number One"; and

WHEREAS, the Agency has determined that the nature of Amendment Number One is such that it should be adopted as a first amendment to the Urban Renewal Plan; and

WHEREAS, the Agency has reviewed Amendment Number One and supporting Report to the Plan; and

WHEREAS, the Agency finds Amendment Number One should be adopted and approved based upon these recitals and the findings listed below.

NOW, THEREFORE, THE WARRENTON URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

FINDINGS:

That the additions, changes, and deletions made in the First Amendment are consistent with the goals and policies of the Urban Renewal Plan.

That the acreage added to the Plan by the First Amendment is less than 1% (one percent) of the acreage of the Plan area.

That the changes to the Plan and Report constitute minor changes to the Plan.




Recording Instrument #: 200911324
Recorded By: Clatsop County Clerk
of Pages: 9 Fee: 82.00
Transaction date: 12/1/2009 13:56:25
Deputy: tromejn

CONCLUSIONS:


The Agency accepts Amendment Number One and directs that the changes shown in Exhibits A and B be incorporated into the Urban Renewal Plan and Report.

ADOPTED by the Warrenton Urban Renewal Agency at a regular meeting thereof this 24TH day of November, 2009, and filed with the Warrenton City Recorder this date.



Gilbert Gramson, Agency Chair

ATTEST:



Linda Engbretson, Warrenton City Recorder

EXHIBIT "A" TO AGENCY RESOLUTION – 09-04

CITY OF WARRENTON WARRENTON URBAN RENEWAL PLAN FIRST AMENDMENT – November 24, 2009

INTRODUCTION

The Warrenton Urban Renewal Plan was adopted on August 28, 2007, by Ordinance number 1112-A. This is the First Amendment to the Warrenton Urban Renewal Plan.

The First Amendment to the Warrenton Urban Renewal Plan makes the following changes to the Urban Renewal Plan:

- Adds land totaling less than 1% of the current land area of the Plan.
- Makes a change in the "Amendments" Section of the plan to remove a conflict in wording with ORS 457.085(i)(A)

The First Amendment to the Warrenton Urban Renewal Plan will be undertaken as a minor amendment to the Plan. Minor amendments can be made by resolution of the Renewal Agency. The First Amendment to the Plan does not change the maximum indebtedness that can be undertaken under the Plan, or add land in excess of 1% of the plan acreage, and therefore does not require special notice as provided in ORS 457.120

In the following sections, additions and new wording are shown in ***Bold Italics***, deleted wording is shown in ~~strikeover~~. The sections of the Urban Renewal Plan changed by the First Amendment follow.

Section IIA of the Plan "Boundary" is changed to reflect an addition of land less than 1% of the total land area of the Plan

II. GENERAL DESCRIPTION OF LAND USE PLAN

A. BOUNDARY

The City of Warrenton Urban Renewal District includes land within the City of Warrenton, only. (See *map labeled Exhibit 1, reflecting the amended plan area*). A legal description of the District is included in Appendix 2, *also reflecting the amended plan area*.

The *original* Renewal Area *as certified by Clatsop County* encompassed a total of 1.51 square miles (including existing public street rights of way and waterways) or 966 868.46 acres and includes 1107 tax lots. *The First amendment to the Plan adds 7.0 acres to the plan, for a total of 875.46 acres*

Section VII of the Plan "Renewal Plan Amendments" is changed to delete a section that is in conflict with ORS 457.085 (i)(A). That ORS requirement is correctly stated in the first bullet.

VII. RENEWAL PLAN AMENDMENTS

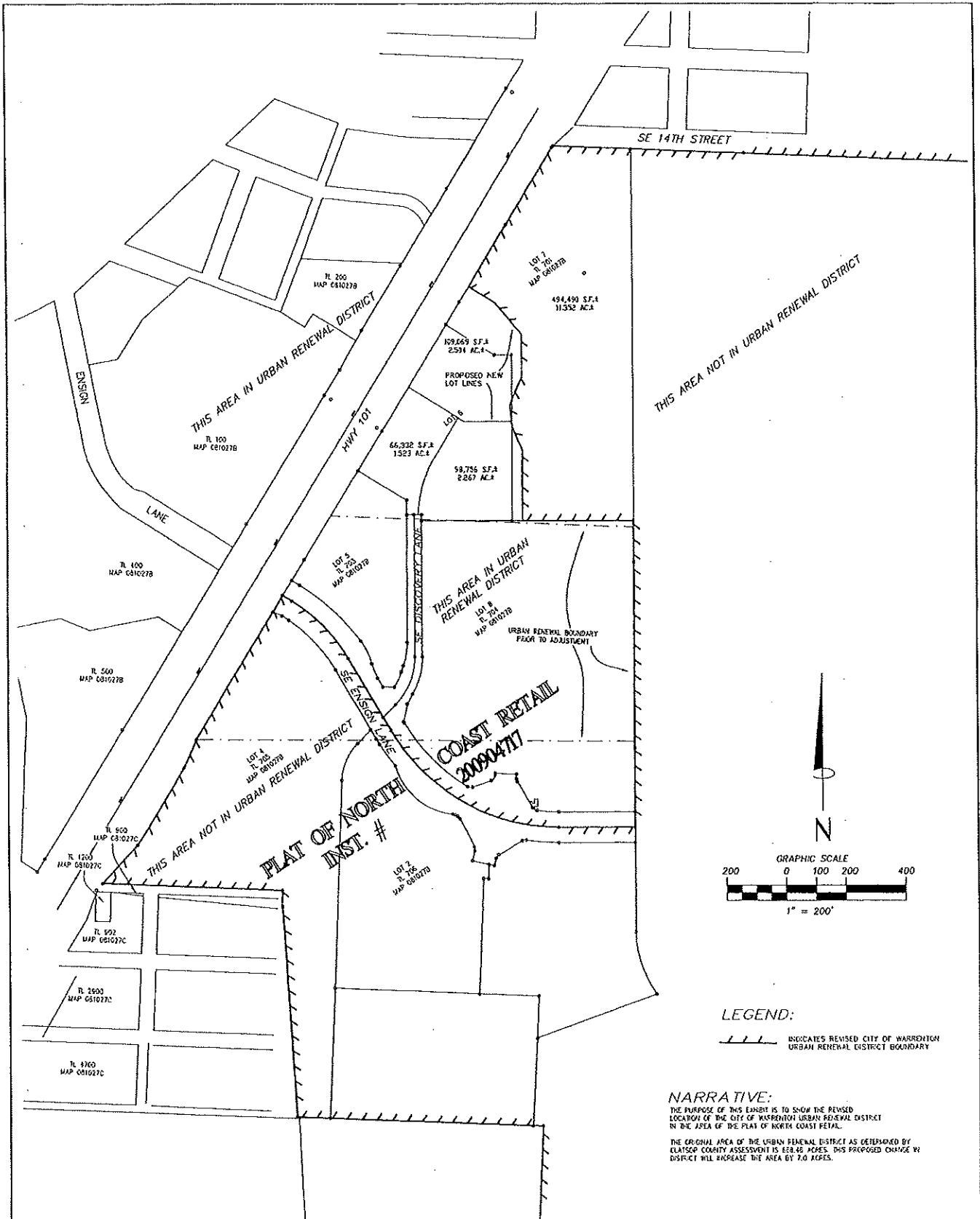
The Plan anticipates the possibility of both substantial and minor amendments becoming necessary in response to changes in economic conditions, land use, and other factors. In accordance with ORS 457.220, any substantial amendment to the Plan shall, before being carried out, be approved and recorded in the same manner as called for in the original plans adopted under the requirements of ORS 457.085.

For the purposes of the document, “**substantial amendment**” means:

- Adding land to the urban renewal area, except for an addition of land that totals not more than one (1) percent of the existing area of the Warrenton Urban Renewal Area.
- Extending the date after which no indebtedness shall be issued with respect to the plan or any project undertaken or to be undertaken under the Urban Renewal Plan.
- Increasing the maximum amount of indebtedness that can be issued or incurred under the Urban Renewal Plan.
- ~~Revisions in the Renewal Area boundaries.~~
- Additions of projects other than those specifically listed that exceed an estimated \$250,000 in project cost.
- Extending the term of the Urban Renewal Plan for the District.

There are no further changes to The Warrenton Urban renewal Plan.

EXHIBIT 1



LEGEND:
 - - - - - INDICATES REVISED CITY OF WARRENTON URBAN RENEWAL DISTRICT BOUNDARY

NARRATIVE:
 THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE REVISED LOCATION OF THE CITY OF WARRENTON URBAN RENEWAL DISTRICT IN THE AREA OF THE PLAT OF NORTH COAST RETAIL.
 THE ORIGINAL AREA OF THE URBAN RENEWAL DISTRICT AS DETERMINED BY CLATSOP COUNTY ASSESSMENT IS 628.45 ACRES. THIS PROPOSED CHANGE IN DISTRICT WILL INCREASE THE AREA BY 7.0 ACRES.

REGISTERED PROFESSIONAL LAND SURVEYOR
Dale H. Barrett
 OREGON
 DALE H. BARRETT
 1979
 FEDERAL DATE: DECEMBER 31, 2009

HLB
otak

• SURVEYING
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 TILLAMOOK COUNTY
 10415 SEASIDE-200-NE OCEAN RD.
 SEASIDE, OR 97137
 (503) 384-3384
 FAX: (503) 368-5849

EXHIBIT FOR:
CITY OF WARRENTON
 PLOT OF REVISED URBAN RENEWAL BOUNDARY ON NORTH COAST RETAIL PLAT AREA

SW 1/4 SECTION 27, T8N, R10W, W.M.
 CITY OF WARRENTON, CLATSOP COUNTY, OREGON

"COCO" #10 5657199191.DWG	DATE OCT 14, 2009	JOB FIG. 65719B	EQUIPMENT NA	FIELD NA	DRAWN DNB	CHECKED DNB
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APPENDIX 2

**WARRENTON URBAN RENEWAL PLAN
FIRST AMENDMENT**

**Legal Description
for
City of Warrenton
Re: Urban Renewal District**

Revised October 2, 2009

Situate in the SW1/4 of Section 15, the SE 1/4 of Section 16, the East 1/2 of Section 21, the West 1/2 of Section 22, and all of Sections 27 and 28, Township 8 North, Range 10 W.M., City of Warrenton, Clatsop County, Oregon and being described as follows:

Beginning at the northeast corner of the Solomon Smith DLC No. 40, also being the southeast corner of DLC 43; thence west on the north line of said DLC No. 40 a distance of 935 feet more or less to the east right of way of the abandoned SP&S Railroad; thence north along said east right of way 1,110 feet more or less to the Easterly extension of the North line of the plat of Ivy Park; thence west along said easterly extension 115 feet more or less to a point 100 feet west of the west right of way of the abandoned SP&S railroad right of way; thence south parallel with and 100 feet west of said right of way 1,110 feet more or less to the North line of DLC No. 40; thence west a distance of 825 feet, more or less to the east right-of-way line of Old Oregon Coast Highway; thence north and northeasterly on the east right-of-way line of said Old Oregon Coast Highway, a distance of 650 feet, more or less to the intersection of the southerly extension of the east line of Block 8 in the plat of Ivy Park; thence north on said east line a distance of 730 feet, more or less to the northeast corner of said plat, also being on the north right-of-way line of Hutchinson Avenue; thence west on said north right-of-way line, a distance of 780 feet, more or less to a point on the east right-of-way line of Whiskey Road; thence northwesterly on said east right-of-way line and the extension thereof a distance of 650 feet, more or less to a point on the north right-of-way line of DeLaura Beach Road; thence northeasterly on the said north right-of-way line, a distance of 1,000 feet, more or less to a point on the south line of the Block 17, Plat of Hollywood Park; thence east on said south line, a distance of 90 feet, more or less to the west right-of-way line of SW Elm Avenue; thence north on said west right-of-way line and the extension thereof, a distance of 1,300 feet to a point on the north right-of-way line of SW 14th Street; thence east on said north right-of-way line, a distance of 1,030 feet, more or less to the west right-of-way line of SW Alder Avenue; thence northeasterly 80 feet more or less to the northwest corner Parcel 3 of Partition Plat 1994-037; thence north a distance of 210 feet more or less, to the south line of Pulkin Addition extended westerly; thence west 30 feet, more or less to a point on the east line of the Plat of Sand Creek No. 2; thence north on said east line and the extension thereof, a distance of 1,610 feet, more or less to a point on the westerly extension of the south right-of-way line of SW 9th Street; thence east on said extension, a distance of 60 feet, more or less to the northwest corner of Lot 1, Block 7, Plat of Skipanon Addition; thence northerly on the west right-of-way line of Cedar Street and the extension thereof, a distance of 1,180 feet, more or less to a point on the north right-of-way line of 5th Street; thence west on said north right-of-way line, a distance of 30 feet, more or less to a point; thence northeasterly, a distance of 30 feet, more or less; thence northwesterly, a distance of 30 feet to a point on the north right-of-way line of SW 6th Street; thence west on said north right-of-way line, a distance of 36 feet, more or less to the intersection of the north right-of-way line of SW 5th Street; thence northwesterly on said north right-of-way line, a distance of 120 feet, more or less to a point on the west right-of-way line of SW Alder Avenue; thence northeasterly on said west right-of-way line, a distance of 2,440 feet, more or less to the intersection of the westerly right-of-way line of Market Street; thence northwesterly on said

westerly right-of-way line, a distance of 460 feet, more or less to a jog in the said right-of-way line; thence west 65 feet, more or less to a point on the east line of Block 115, Plat of Alder Meadows 2nd Extension; thence northerly on said east block line, a distance of 190 feet, more or less to the westerly right-of-way line of Market Street; thence northerly on said westerly right-of-way line, a distance of 600 feet to a point on the south right-of-way line of NW 3rd Street; thence northwesterly on said south right-of-way line, a distance of 90 feet, more or less to the west right-of-way line of NW Birch Avenue; thence northeasterly on said west right-of-way line, a distance of 275 feet, more or less to the intersection point with the west right-of-way line of Market Street; thence northwesterly on said west right-of-way line, a distance of 210 feet, more or less to the south right-of-way line of NW 4th Street; thence southeasterly on westerly extension of the South line of Lot 1, Plat of G. Clifford Barlow and on the south line of Lots 1 – 7 of said plat, a distance of 1,640 feet, more or less to the west right-of-way line of NE Skipanon Drive; thence northeasterly on said west right-of-way, a distance of 490 feet, more or less to the center line of Madison Avenue; thence southeast on the easterly extension of said center line, a distance of 50 feet, more or less to the center line of NE Skipanon Drive; thence east, a distance of 50 feet, more or less to the northwest corner of parcel E Warrenton Lumber parcel described in Book 390, Page 685, Clatsop County Deed Records, thence following the north line of said Parcel E easterly, a distance of 1,060 feet, more or less to the north line of said Section 22; thence east on said Section 22, a distance of 620 feet, more or less to a point on the west line of Block 14, Plat of Portoria; thence southwesterly on said plat line, a distance of 445 feet, more or less to a point on the south right-of-way line of NE 3rd Place; thence west on said south right-of-way line, a distance of 20 feet, more or less to the east right-of-way line of NE Iredale Avenue; thence south on said east right-of-way line, a distance of 1,500 feet, more or less to an angle point in said east right-of-way line; thence continuing on said east right-of-way line southwesterly, a distance of 790 feet, more or less to a point on the north right-of-way line of SE 2nd, also being an angle point in the east right-of-way line of SE Iredale Avenue; thence continuing on said east right-of-way line south, a distance of 870 feet, more or less to a point on the south line of SE 5th Street; thence west on said south right-of-way line, a distance of 1,810 feet, more or less to a point on the east right-of-way line of SE Ensign Avenue; thence southeasterly on said east right-of-way line, a distance of 280 feet, more or less to an angle point on said east right-of-way line; thence continuing on the east right-of-way line of SE Ensign Avenue, a distance of 1,900 feet, more or less to a point on the north right-of-way line of SE 12th Place; thence east on said north right-of-way line, a distance of 590 feet to an angle point on said north right-of-way line; thence southeasterly on said north right-of-way line, a distance of 725 feet, more or less to a point on the west right-of-way line of SE Galena Court; thence northeast, a distance of 170 feet, more or less to the SW corner of Block 21 Plat of The Plaza, also being on the north right-of-way of SE 12th Place; thence east on said north right-of-way line, a distance of 1,645 feet, more or less to a point on the east right-of-way line of SE King Avenue; thence south on said east right-of-way line, a distance of 880 feet to the south right-of-way line of SE 14th Street;

thence west on said south right-of-way line, a distance of 1,357 feet, more or less, to the easterly right-of-way line of the Oregon Coast Highway;

thence S45°02'25"W along the easterly right-of-way line of the Oregon Coast Highway, 7.88 feet to a point;

thence S29°08'28"W along the easterly right-of-way line of the Oregon Coast Highway, 540.45 feet to a point;

thence leaving said easterly right of way line, S61°04'59"E, 103.60 feet to a point; thence S42°06'22"E, 135.34 feet to a point; thence S02°32'21"E, 138.99 feet to a point; thence S20°19'49"W, 105.41 feet to a point; thence S09°19'40"E, 72.20 feet to a point; thence S25°17'18"E, 83.87 feet to a point; thence S02°32'21"E, 231.61 feet to a point on the northerly line of Lot 8, "North Coast Retail"; thence N87°40'12"E along said northerly line, 371.65 feet to the northeast corner of said Lot 8; thence S02°19'48"E along the easterly line of said "North Coast Retail", 1016.77 feet to the centerline of SE Ensign Lane;

thence tracing said centerline along the following courses: S87°40'12"W, 255.64 feet to the point of curve right of a 650.00 foot radius curve; thence along the arc of said curve right through a central angle of 59°36'07", 676.16 feet (chord bears N62°31'44"W, 646.08 feet) to a point; thence N32°43'41"W, 277.05 feet to the point of curve left of a 550.00 foot radius curve; thence along the arc of said curve left through a central angle of 28°07'20", 269.95 feet (chord bears N46°47'21"W, 267.25 feet); thence N60°51'00"W, 36.02 feet to the easterly right-of-way line of the Oregon Coast Highway;

thence tracing the easterly right-of-way line of the Oregon Coast Highway along the following courses: S29°08'28"W, 560.34 feet to an angle point at 105 feet left of Engineer's Centerline Station 212+00; thence S20°36'57"W, 101.18 to an angle point at 120 feet left of Engineer's Centerline Station 213+00; thence S29°08'28"W, 299.87 feet to an angle point at 120 feet left of Engineer's Centerline Station 216+00; thence S40°26'10"W, 173.21 feet to the southwest corner of "North Coast Retail";

thence tracing the boundary of said "North Coast Retail" along the following courses: N89°54'59"E, 575.48 feet to a point; thence N89°55'12"E, 25.00 feet to a point; thence S00°07'02"W, 54.73 feet to a point; thence S87°36'25"E, 2.13 feet to a point; thence S06°02'55"E, 699.02 feet to a point; thence N89°54'46"E, 821.59 feet to the northeast corner of Block 1 of the vacated plat of "Herrington-Elliott Addition to Warrenton";

thence south on the east line of said blocks 1 and 14, a distance of 500 feet, more or less, to the southeast corner of the vacated plat of Herrington-Elliott; thence west, a distance of 1,820 feet to a point on the west right-of-way line of SE Dolphin Avenue; thence north on said west right-of-way line, a distance of 1,230 feet, more or less to the northeast corner of Block 5, Plat of "Subdivision of Portsmouth" Addition to Warrenton; thence west on the north lines of Blocks 5 – 7, a distance of 1,125 feet, more or less to the northwest corner of Block 7; thence south on the west line of said Block 7, a distance of 50 feet, more or less to the point of beginning.

EXHIBIT “B” TO AGENCY RESOLUTION

CITY OF WARRENTON WARRENTON URBAN RENEWAL PLAN FIRST AMENDMENT TO THE REPORT ON THE PLAN

In the following sections, additions and new wording are shown in ***Bold Italics***, deleted wording is shown in ~~strikeover~~. The sections of the Urban Renewal Report changed by the First Amendment follow.

The First Amendment to the Warrenton Urban Renewal Plan makes the following change to the Report on the Urban Renewal Plan:

II. DESCRIPTION OF EXISTING CONDITIONS AND ANTICIPATED IMPACTS

A. PHYSICAL CONDITIONS

1. GENERAL DESCRIPTION

The Urban Renewal Area *as amended in the First Amendment to the Plan* encompasses a total of *1.51 square miles (including existing public street rights of way and waterways) or 875.46 acres (parcel areas only not including existing public street rights of way) and includes 1107 tax lots.* All of the Renewal Area is within the Warrenton city limits.

There are no further changes to The Report on the Warrenton Urban renewal plan



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: October 10, 2023
SUBJ: SW 9th St & Main Ave Intersection – Approval to Award

SUMMARY

Pursuant to the approved budget and Capital Improvement Program (2024-2029, p. 88), Public Works prepared bid documents for the SW 9th St & Main Ave intersection project. This project is needed to widen the intersection to better accommodate turning movements, especially for school buses and fire trucks. The public bid opening took place on September 21, 2023, at 2:00 p.m. We received a total of 3 bids, and they met the necessary criteria for consideration. After an evaluation of the submitted bid packages, we recommend that the project be awarded to Big River Construction, Inc. The calculated total for their bid comes to \$207,951.28. Attached, you will find a bid tabulation sheet that provides a comparison of all the responsive bids received. Accordingly, Public Works requests Commission approval to award said project to Big River Construction, Inc.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve award of the SW 9th St & Main Ave intersection project to Big River Construction, Inc. in the amount of \$207,951.28 and including a 10% contingency, provided bid is not protested."

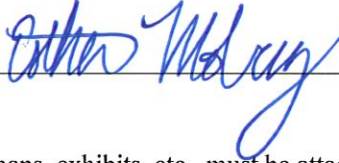
ALTERNATIVE

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

FISCAL IMPACT

The approved 2023-2024 budget has \$220,000 allocated to this project.

Approved by City Manager: _____

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

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

September 23, 2023

Greg Shafer, Public Works Director
City of Warrenton
225 S. Main
P.O. Box 250
Warrenton, OR 97146

Re: Recommendation for Bid Award — 9th & Main Reconstruction Project

Dear Mr. Shafer:

There were a total of 12 plan holders interested in the public works project mentioned above. The public bid opening took place on September 21, 2023, at 2:00 p.m. During this event, we received a total of 3 bids, and 3 of them met the necessary criteria for consideration.

After an evaluation of the submitted bid package, we recommend that the project be awarded to Big River Construction, Inc. The calculated total for their bid comes to \$207,951.28. Enclosed with this communication, you will find a bid tabulation sheet that provides a comparison of all the responsive bids received. Pending your authorization, I will proceed to issue the required Notice of Intent to Award to Big River Construction, Inc., the lowest responsive bidder.

Please be aware that, despite this recommendation, there is a possibility of bid protests being submitted within seven days after the issuance of the Notice of Intent to Award. Following the resolution of any potential protests, I will be prepared to award the contract to Big River Construction, Inc.

If you have any inquiries or require further clarification regarding this project or the bid process, please do not hesitate to contact me at your convenience.

Sincerely,



Collin Stelzig
Project Manager

Enclosures: Bid tabulation sheet

Bid Tabulation - 9th & Main Reconstruction Project

Saturday, September 23, 2023

Line Item	Item Description	Unit	Quantity	Big River Construction, Inc.		Jesse Rodriguez Construction, LLC		Brown Contracting, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$20,000.00	\$20,000.00	\$19,515.00	\$19,515.00	\$112,000.00	\$112,000.00
2	Work Zone Traffic Control	LS	1	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00	\$125,000.00	\$125,000.00
3	Erosion and Sediment Control	LS	1	\$6,500.00	\$6,500.00	\$1,250.00	\$1,250.00	\$18,000.00	\$18,000.00
4	Removal of Structures and Obstructions: Asphalt Pavement and Concrete Saw Cutting	LF	226	\$5.50	\$1,243.00	\$3.00	\$678.00	\$20.00	\$4,520.00
5	Fences: Removing and Rebuilding Fence, Vinyl	LF	62	\$93.00	\$5,766.00	\$150.00	\$9,300.00	\$158.00	\$9,796.00
6	Removal of Structures and Obstructions: Surfacing, AC and Concrete	SY	144	\$17.00	\$2,448.00	\$22.00	\$3,168.00	\$48.00	\$6,912.00
7	Earthwork: General Excavation Sawcut to Back of Curb	CY	46	\$55.00	\$2,530.00	\$62.00	\$2,852.00	\$210.00	\$9,660.00
8	Earthwork: General Excavation Back of Curb to Back of Walk Embankment	CY	23	\$30.00	\$690.00	\$62.00	\$1,426.00	\$215.00	\$4,945.00
9	Removal of Structures and Obstructions: Pipes and Structures	LS	1	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$22,222.00	\$22,222.00
10	Sanitary, Storm, Culvert, Siphon, and Irrigation Pipe: 12 Inch D3034 DR35 Pipe	LF	83	\$170.00	\$14,110.00	\$225.00	\$18,675.00	\$300.00	\$24,900.00
11	Sanitary, Storm, Culvert, Siphon, and Irrigation Pipe: 24 Inch F679 Pipe	LF	24	\$270.00	\$6,480.00	\$295.00	\$7,080.00	\$688.00	\$16,512.00
12	Manholes, Catch Basins, and Inlets: Catch Basins, Curb Opening Type CG-3	EA	1	\$4,363.00	\$4,363.00	\$6,795.00	\$6,795.00	\$9,500.00	\$9,500.00
13	Manholes, Catch Basins, and Inlets: Catch Basins, Type 3 With Solid Grate	EA	1	\$4,011.00	\$4,011.00	\$3,900.00	\$3,900.00	\$9,000.00	\$9,000.00
14	Manholes, Catch Basins, and Inlets: 48" Shallow manhole w/ CG-3 Top	EA	1	\$5,466.00	\$5,466.00	\$6,795.00	\$6,795.00	\$9,800.00	\$9,800.00
15	Manholes, Catch Basins, and Inlets: 48" Shallow manhole w/ Type 3 Top	EA	1	\$4,835.00	\$4,835.00	\$6,795.00	\$6,795.00	\$9,500.00	\$9,500.00
16	Structural Concrete: General Structural Concrete, Class 3300, Pipe Cradle	CY	1	\$500.00	\$500.00	\$3,900.00	\$3,900.00	\$1,800.00	\$1,800.00
17	Miscellaneous Portland Cement Concrete Structures: Concrete Curb, Standard	LF	30	\$74.00	\$2,220.00	\$65.00	\$1,950.00	\$177.00	\$5,310.00
18	Miscellaneous Portland Cement Concrete Structures: Concrete Curbs, Monolithic Curb and Gutter	LF	138	\$98.50	\$13,593.00	\$75.00	\$10,350.00	\$158.00	\$21,804.00
19	Miscellaneous Portland Cement Concrete Structures: Concrete Walks, Sidewalk, Walkways, ADA Landings, ADA Ramps	SF	845	\$33.00	\$27,885.00	\$37.00	\$31,265.00	\$36.00	\$30,420.00
20	Aggregate Subbase, Base, and Shoulders: Aggregate Shoulders (Embankment)	CY	2	\$500.00	\$1,000.00	\$175.00	\$350.00	\$800.00	\$1,600.00
21	Earthwork: Contractor furnished borrow, onsite spoils	CY	7	\$172.00	\$1,204.00	\$35.00	\$245.00	\$150.00	\$1,050.00
22	Aggregate Subbase, Base, and Shoulders: Aggregate Subgrade Base	CY	40	\$195.00	\$7,800.00	\$54.00	\$2,160.00	\$555.00	\$22,200.00
23	Asphalt Concrete Pavement: Level 3, 1/2- inch ACP	TN	23	\$563.00	\$12,949.00	\$225.00	\$5,175.00	\$622.00	\$14,306.00
24	Miscellaneous Portland Cement Concrete Structures: Truncated Domes	SF	40	\$56.00	\$2,240.00	\$60.00	\$2,400.00	\$137.00	\$5,480.00
25	Transverse Pavement Markings - Legends and Bars: Pavement Bar, Type B-HS	SF	117	\$32.00	\$3,744.00	\$17.00	\$1,989.00	\$40.00	\$4,680.00
26	Signs: Signs, Standard Sheeting, Extruded Aluminum, No Parking and Pedestrian Crossing Ahead	EA	3	\$422.00	\$1,266.00	\$1,275.00	\$3,825.00	\$1,000.00	\$3,000.00
27	Signs: Standard Sheeting, Extruded Aluminum, Stop Sign and Street Names	EA	1	\$422.00	\$422.00	\$1,275.00	\$1,275.00	\$2,000.00	\$2,000.00
28	Signs: Standard Sheeting, Extruded Aluminum, Existing Weight Limit and Existing Pedestrian	EA	2	\$422.00	\$844.00	\$1,275.00	\$2,550.00	\$1,111.00	\$2,222.00
29	Signs: Standard Sheeting, Extruded Aluminum, Sidewalk Ends	EA	2	\$422.00	\$844.00	\$1,275.00	\$2,550.00	\$1,300.00	\$2,600.00
30	Sound Wall: Quarystone Face	LS	1	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$11,000.00	\$11,000.00
31	Planting: Landscape Relocation	LS	1	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00
32	Subgrade Stabilization: 18" Subgrade Stabilization, As-Directed	SY	286	\$36.00	\$10,296.00	\$43.00	\$12,298.00	\$222.00	\$63,492.00
33	Geosynthetic Installation: Subgrade Geotextile, As-Directed	SY	278	\$0.01	\$2.78	\$3.00	\$834.00	\$19.00	\$5,282.00
34	Earthwork: Foundation Excavation, As-Directed	CY	3	\$134.00	\$402.00	\$45.00	\$135.00	\$500.00	\$1,500.00
35	Earthwork: General Excavation, pothole, As-Directed	CY	16	\$10.00	\$160.00	\$150.00	\$2,400.00	\$100.00	\$1,600.00
36	Sanitary, Storm, Culvert, Siphon, and Irrigation Pipe: 12 Inch DI Pipe, As-Directed	LF	25	\$205.50	\$5,137.50	\$150.00	\$3,750.00	\$450.00	\$11,250.00
Total Bid Amount:					\$207,951.28		\$209,130.00		\$612,863.00



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafter, Public Works Director
 DATE: October 10, 2023
 SUBJ: East Harbor & Heron Force Main Replacement- Bid Award

SUMMARY

Public Works requested contractors to submit proposals and bid documents for the East Harbor and Heron Force Main Replacement project. Bid items include: project submittals, mobilization, traffic control, erosion control, ODOT permitting, and the replacement of an existing 4" PVC pipe with 6" HDPE. The city received three bids and Advanced Excavation, Inc. was the lowest responsive bidder, for a total of \$84,420.00 for the bid items listed.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the Contract for Services for the East Harbor & Heron Force Main Replacement project with Advanced Excavation Inc in the amount of \$84,420.00 and a 10% Contingency, provided no bid contests.

ALTERNATIVE

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

FISCAL IMPACT

The project will be funded from the approved 2023-2024 Budget, sewer maintenance fund.

Approved by City Manager: _____

Curtis Moberg

**CITY OF WARRENTON
CONTRACT FOR GOODS AND
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 Advanced Excavation, Inc., hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

WHEREAS, CONTRACTOR is able and prepared to provide such goods and 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. CONTRACTOR GOODS AND SERVICES: (Title: E Harbor & Heron Force Main Replacement)
 - A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached bid, received on 10/03/2023, and is attached hereto as Exhibit A.
 - B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) 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 CONTRACTOR a total not-to-exceed price of \$84,420.00 for providing goods and performance of those services provided herein;
 - B. The CONTRACTOR will submit a final invoice referencing E Harbor & Heron Force Main Replacement for all goods provided or 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. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be the City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be _____.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR 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. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR 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 CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. 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. CONTRACTOR 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 contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning

such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR 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 CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, 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, contractor, or others resulting from or arising out of CONTRACTOR'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 CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'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.** Contractor shall obtain, at Contractor'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 contractors, subcontractors 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. Automobile Liability. Contract shall obtain, at Contractor'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.

C. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor'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, Contractor 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.

D. 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 Contractor 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. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' 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.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor 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.

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

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or

deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. 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.

22. BUSINESS LICENSE

A City of Warrenton Business License is required for all businesses working within the City of Warrenton. Information for this process is available on the City of Warrenton website at <http://ci.warrenton.or.us/> or by calling 503-861-2233.

23. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR 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 Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of October, 2023, by and between Advanced Excavation, Inc., hereinafter called "CONTRACTOR" and the City of Warrenton, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

E HARBOR AND HERON FORCE MAIN REPLACEMENT PROJECT

and do all things required of it as per his Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – November 1, 2023
- Final Completion – November 15, 2023

If said **CONTRACTOR** has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is \$84,420.00. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

It is the policy of the City of Warrenton that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Warrenton also requires its contractors and grantees to comply with this policy.

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR acknowledges that for all purposes related to this Contract, **CONTRACTOR** is and shall be deemed to be an independent **CONTRACTOR** and not an employee of **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 **CONTRACTOR** 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 repayment of any amounts from **CONTRACTOR** under the terms of the Contract; to the full extent of any benefits or other remuneration **CONTRACTOR** 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 **CONTRACTOR** or to a third party) as a result of said finding.

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions of the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

B. **CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **CITY** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - NONWAIVER

The failure of the **CITY** to insist upon or enforce strict performance by **CONTRACTOR** 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.

10.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the **CITY** on account of any labor or material furnished.

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

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

12.00 - CITY BUSINESS LICENSE

Prior to starting work, **CONTRACTOR** shall pay the **CITY** business license tax and provide the Project Director with a copy of business license receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the **CITY** business license tax and provide a copy of the receipt to the Project Director prior to commencement of work.

APPROVED AS TO FORM:

CITY OF WARRENTON, a municipal of the
State of Oregon

City Attorney

BY: _____
Mayor Date

ATTEST:

Contractor Date

City Manager Date

BID FORM

The undersigned, having full knowledge of the quality and quantity of work and material required, hereby proposes to furnish all labor, material and equipment required to complete the work of:

E HARBOR AND HERON FORCE MAIN PROJ.

in accordance with the ODOT/APWA 2018 Oregon Standard Specifications for Construction and the Special Provisions, Plans and Specifications hereto, and at the following Bid Schedule prices by the following completion dates:

- Substantial Completion – November 1, 2023
- Final Completion – November 15, 2023

Enclosed herewith is a bid surety deposit in the amount of at least five percent (5%) of the bid.

The undersigned bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

Contractor agrees comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141, et seq, if the contract is subject to state or federal prevailing wage laws.

The undersigned is YES NO a resident bidder, as defined in ORS 279A.120. (PLEASE CHECK ONE)

Oregon Construction Contractor Board No. 204548

The bidder acknowledges receiving and incorporating changes described in Addenda NO. 1 through 2.

Complete in black ink or by typewriter. If BIDDER is:

An Individual

Signature N/A

(Individual's Name, Typed or Printed)

doing business as _____

Business address _____

Phone No. _____

A Partnership

Firm Name N/A

Signature _____

(Name of Partner, Typed or Printed)

Business address _____

Phone No. _____

A Limited Liability Company (LLC)

LLC Name N/A

By _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed) _____

Business Address _____

State in which company was formed _____

Phone No. _____

A Corporation

Corporation Name Advanced Excavation Inc.

Signature [Signature]

Ryan Vandecovering
(Officer's Name/Typed or Printed)

President
(Title)

Oregon
(State of Incorporation)

Attest [Signature]
(Secretary's Signature)

Business address P.O. Box 868
Garibaldi, OR 97118

Phone No. 503-322-4375

Date of Qualification to do business 6/19/2014

**BID SCHEDULE
E HARBOR AND HERON FORCE MAIN PROJ.**

Bid Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
1	Mobilization/Demobilization, Includes Insurance and Bonding	1	LS	9,000.00	9,000.00
2	Temporary Work Zone Traffic Control, Complete (ODOT and City ROW Permits)	1	LS	6,000.00	6,000.00
3	Erosion and Sediment Control	1	LS	2,000.00	2,000.00
4	Pothole all Utility crossings and connection locations	1	LS	4,000.00	4,000.00
5	Bypass piping and/or trucking	1	LS	1,250.00	1,250.00
6	Replace existing 4' PVC forcemain with 6' HDPE	1	LS	45,600.00	45,600.00
7	Monitor utility crossing at vertical bend #1	1	LS	500.00	500.00
8	Connection to existing MH #5	1	LS	3,700.00	3,700.00
9	Connection to existing forcemain at P.S. #2	1	LS	6,270.00	6,270.00
10	Repair Asphalt to Centerline @ vertical bend #1	1	LS	1,200.00	1,200.00
11	Repair Asphalt to Centerline @ MH #5	1	LS	4,400.00	4,400.00
12	Repair Asphalt to Centerline @ P.S. #2	1	LS	500.00	500.00

Total Bid Amount \$ 84,420.00

Section 00190 – Measurement of Pay Quantities

00190.00 Scope

Section 00190.00 is supplemented with the following:

Measurement and payment for all Work shown or specified herein will be made on a unit or lump sum price basis in accordance with the prices set forth in the Bid Schedule for individual items of Work. Contractor shall make a careful assessment when preparing the Bid.

The items listed below refer to and are the same pay items listed in the Bid Schedule. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory services or all other items not specifically named in specific bid item description and needed for the prosecution of the Work, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.

The prices stated in the Bid Schedule include overhead and profit and all costs and expenses for bonds, insurance, taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work, complete and in place, as shown on the Plans and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Bid Schedule shall be in accordance with the description of that item in this Section.

Items listed as ALLOWANCES in the Bid Schedule, if any, are to be used and will be paid for only at the written direction and authorization of the Engineer, if agreed to by the Agency. Measurements and payment will be in accordance with the Contract Documents or the terms of the written authorization for the additional Work and will include but not necessarily be limited to, the furnishing, hauling, placing and installing of materials and the furnishing of such manpower and equipment as required to accomplish the Work as directed in writing by the Engineer.

Description of Bid Items on Bid Schedule:

1. **Mobilization (Lump Sum Payment):** The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to obtain permits and licenses; move equipment and materials onto the site; furnish construction trailers and other construction facilities; prepare the site for Work under Contract; marshal workers, materials and equipment, and those of subcontractors to accomplish Work under Contract; prepare, submit and modify as appropriate to address review comments for material submittals and shop drawings, as-built drawings showing field changes to the original design and other submittals; remove equipment and extra materials from site upon completion of Work and all other Work not identified in a separate bid item. Preserve and protect NGS survey monument and provide pre and post construction monument certification.
2. **Temporary Work Zone Traffic Control, Complete (Lump Sum Payment):** The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to provide ODOT

approved temporary traffic control measures (TCM) plan, Traffic Control Supervisor (TCS), Flaggers, and furnishing, installing, moving, operating, maintaining, inspecting, and removing traffic control devices (TCD) throughout the Project area according to the Supplemental Drawings, the traffic control plan (TCP) for the Project, these Specifications, or as directed. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount that is earned from other Contract items.

3. Erosion Control (Lump Sum Payment): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to implement and maintain structural and non-structural Best Management Practices (BMP) for the purpose of controlling soil erosion by wind or water and keeping eroded sediments and other construction-generated pollutants from moving off project sites. Minimum requirements for all project construction sites and conditions are described in the accompanying drawings. Additional or revised erosion and sediment control features, not shown, may be required depending on the Contractor's methods of operation and schedule and are included in this bid item. Payment shall include an erosion and control inspector with acceptable certification, training or qualified experience to implement, monitor and report on the erosion control measures in accordance with the accompanying drawings. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount that is earned from other Contract items.
4. Pothole all Utility crossings and connection locations (Lump Sum Payment): The unit price payment for this item includes the cost of performing all necessary potholing activities for identifying and verifying the location and depth of underground utilities that intersect the project area. The potholing process involves using non-destructive excavation techniques such as vacuum excavation, hand digging or other similar methods to safely expose and verify the location of underground utilities without damaging them.

The contractor shall pothole all utility crossings and connection locations within the limits of the project and within a reasonable distance from the limits of the project, as required. The contractor shall coordinate with the utility companies or their representatives to schedule the potholing activities to minimize any disruptions to utility services.

Once the utilities have been exposed, the contractor shall accurately document and record the location and depth of each utility crossing or connection location. The contractor shall submit this information to the city and utility companies for their records and use during the construction process.

Potholing activities shall comply with all applicable safety and environmental regulations, and the contractor shall take all necessary precautions to ensure the safety of workers and the public during the potholing activities.

5. Bypass piping and/or trucking (Lump Sum Payment): The unit price payment for this item includes the provision of all necessary equipment, labor, materials, and services required for the installation and operation of a temporary bypass system during the replacement of the existing sanitary sewer force main. The system may

consist of bypass piping or trucking of sewage, as determined by the contractor in consultation with the city and ODOT.

The contractor will be responsible for coordinating with the city and ODOT to ensure that the bypass system is installed and operated in a manner that meets all regulatory requirements and does not cause any disruptions to traffic or the surrounding community. The bypass system must be designed and operated to provide continuous and uninterrupted service to the gravity system, ensuring that no customers lose sewer service during the construction period.

The contractor will also be responsible for coordinating with local businesses and residents impacted by the construction activities. This includes providing advance notice of any anticipated disruptions and working with business owners to minimize the impact of the construction on their operations. All work must be completed in accordance with applicable laws, regulations, and industry best practices, and must meet or exceed all project specifications and requirements.

6. Replace existing 4" PVC forcemain with 6" HDPE (Lump Sum Payment): The unit price payment for this item includes the complete replacement of the existing 4" PVC sanitary sewer force main with a new 6" HDPE pipe. The replacement pipe must have a minimum SDR rating of 11 to ensure structural integrity and durability.

The existing PVC forcemain spans approximately 350 feet in length, mostly within the right-of-way (ROW) of the Department of Transportation (ODOT). As such, the contractor will be responsible for obtaining the necessary permits from ODOT for the project.

While pipe bursting is recommended for this replacement, it is not mandatory. The chosen method for replacing the forcemain will be at the discretion of the contractor. However, abandoned pipes within the ODOT ROW must be thoroughly cleared of any materials, plugged with Controlled Density Fill (CDF) material for a minimum length of 2'.

Additionally, all backfill activities within the ODOT ROW shall utilize Class B material, specifically 3/4"-0" in size, to ensure proper compaction and stability.

Throughout the excavation and replacement process, any landscaped areas that are disturbed must be promptly restored. This restoration includes reseeding with native grass to ensure the visual integrity of the surroundings.

It is the contractor's responsibility to remove all excess materials from the worksite, and the ownership of said materials will be transferred to the contractor.

The lump sum payment for this bid item encompasses the comprehensive scope of work described above, encompassing the replacement of the 4" PVC forcemain with the 6" HDPE pipe, in adherence to ODOT regulations and specifications.

7. Monitor utility crossing at vertical bend #1 (Lump Sum Payment): The unit price payment for this item includes the necessary activities to ensure the safe

replacement of the existing 4" PVC forcemain with a 6" HDPE pipe while considering the presence of an unknown clearance between the forcemain and an existing storm pipe. The contractor is responsible for executing the following tasks:

Material Removal: The contractor shall saw cut and remove all material covering the connection between the existing forcemain and the storm pipe at vertical bend #1. This will provide access for visual inspection during the replacement process. Care must be taken to prevent any damage to the storm pipe.

Visual Inspection: The contractor must visually inspect the crossing at vertical bend #1 while conducting the pipe bursting operation. This inspection aims to verify that the existing storm pipe remains undamaged during the replacement process. Any potential issues or damage discovered during the inspection should be promptly reported to the project city or designated representative.

Backfilling: After completing the inspection and ensuring the integrity of the storm pipe, the contractor shall backfill, restore pavement and pavement markings at the monitoring location as per the standards and requirements set forth by the Oregon Department of Transportation (ODOT). The backfilling process must be carried out meticulously, ensuring proper compaction and adherence to ODOT specifications.

8. **Connection to existing MH #5 (Lump Sum Payment):** The unit price payment for this item includes the removal of the existing 4" PVC force main connection and the installation of the new 6" HDPE force main at the same location. This involves carefully removing a small portion of the concrete manhole wall and base to allow for new connection with a watertight seal and Non-shrink grout.

This work includes backfilling the excavated area using class B material of 3/4"-0" size. The pavement and pavement markings will be restored to its original condition, following the standards and requirements set by the Oregon Department of Transportation (ODOT). This includes applying the appropriate materials and techniques to achieve a smooth and seamless transition between the restored pavement and the surrounding area.

9. **Connection to existing forcemain at P.S. #2 (Lump Sum Payment):** The unit price payment for this item includes the following required tasks and deliverables:
 - a. **Saw cutting existing asphalt:** The contractor is responsible for accurately saw cutting the existing asphalt surface at the designated work area to prepare for excavation.
 - b. **Asphalt removal:** The contractor will remove the asphalt within the work area to expose the ground for excavation.
 - c. **Excavation:** The contractor will excavate the area to remove the existing 4" PVC force main, ensuring careful handling to avoid damage to nearby utilities or structures.

- d. Replacement of existing 4" PVC force main: A portion of the existing 4" PVC force main will be replaced with 6" PVC-C900 pipe as specified. Installation of couplers, pipe bends, and other apparatuses: This work includes all necessary couplers, bends, and other required components to establish a secure and reliable connection.
- Any sections of the 4" PVC force main left within the ODOT right-of-way (ROW) must be appropriately capped using a minimum of 2' of compacted fill (CDF) material.
- e. Backfilling: The contractor shall backfill the excavated area using class B material of 3/4"-0" size, ensuring proper compaction and stability of the surrounding ground.
- f. Restoration of pavement: The contractor is responsible for restoring the pavement and pavement markings in accordance with the standards and requirements set forth by the Oregon Department of Transportation (ODOT). The pavement restoration should ensure compliance with ODOT guidelines for a safe and smooth passage of vehicular traffic.
10. Repair Asphalt to Centerline @ vertical bend #1 (Lump Sum Payment): This is an allowance item that will be used, in addition to bid item #7, if asphalt is impacted beyond the existing fog line. The unit price payment for this item includes sawcutting and removing asphalt and replacing the asphalt with 4- 2-inch lifts of class C asphalt over a suitable base rock or CDF and replacement of pavement markings. The contractor is responsible for restoring the pavement in accordance with the standards and requirements set forth by the Oregon Department of Transportation (ODOT). The pavement restoration should ensure compliance with ODOT guidelines for a safe and smooth passage of vehicular traffic.
11. Repair Asphalt to Centerline @ MH #5 (Lump Sum Payment): This is an allowance item that will be used, in addition to bid item #8, if asphalt is impacted beyond the existing fog line. The unit price payment for this item includes sawcutting and removing asphalt and replacing the asphalt with 4- 2-inch lifts of class C asphalt over a suitable base rock or CDF and replacement of pavement markings. The contractor is responsible for restoring the pavement in accordance with the standards and requirements set forth by the Oregon Department of Transportation (ODOT). The pavement restoration should ensure compliance with ODOT guidelines for a safe and smooth passage of vehicular traffic.
12. Repair Asphalt to Centerline @ P.S. #2 (Lump Sum Payment): This is an allowance item that will be used, in addition to bid item #9, if asphalt is impacted beyond the existing fog line. The unit price payment for this item includes sawcutting and removing asphalt and replacing the asphalt with 4- 2-inch lifts of class C asphalt over a suitable base rock or CDF, and replacement of pavement markings. The contractor is responsible for restoring the pavement in accordance with the standards and requirements set forth by the Oregon Department of Transportation (ODOT). The pavement restoration should ensure compliance with ODOT guidelines for a safe and smooth passage of vehicular traffic.

CERTIFICATION OF NONDISCRIMINATION

Pursuant to the requirements of ORS 279A.110, I certify that I have not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

9/26/2023
DATE

Advanced Excavation Inc.
BIDDER
Ryan Vandecovering

NOTE: THIS STATEMENT MUST BE RETURNED WITH THE BID

FIRST TIER SUBCONTRACTOR'S DISCLOSURE FORM

PROJECT NAME: E HARBOR AND HERON FORCE MAIN PROJ.

BID CLOSING: DATE: TIME:

This form must be submitted at the location specified in the Call For Bids on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor who will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter 'NONE' if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

Name	Dollar Value	Category of Work
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form Submitted by (Bidder Name): _____

Contact Name: _____

Phone no.: _____

**BID BOND
FOR
E HARBOR AND HERON FORCE MAIN PROJ.
FOR
THE CITY OF WARRENTON**

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____
and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as
Surety, are held and firmly bound unto the City of Warrenton, a Municipal Corporation of the State of
Oregon, hereinafter called the OBLIGEE, in the penal sum of

_____ Dollars (\$) for the
payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH THAT:

WHEREAS the PRINCIPAL has submitted a Bid Proposal for the E HARBOR AND HERON FORCE MAIN
PROJ. PROJECT

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract
awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Agreement and shall furnish
each Performance and Payment Bonds as required by the Contract Documents within the time fixed by the
Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed
Agreement and furnish the bonds, the SURETY hereby agrees to pay the OBLIGEE the penal sum as
liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL: _____ SURETY:

(Corp. Seal) _____ (Corp. Seal)

Company: _____ Company: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____
(Attach Power of Attorney)

September 19, 2023

To: Planholder

From: City of Warrenton

Re: **Addendum #1 for the EAST HARBOR AND HERON FORCE MAIN PROJECT**

This supplementary document is an integral part of the Contract Documents and serves to amend the original Bidding Documents dated September 2023, as specified below. Please acknowledge the receipt of this Addendum in the designated space on the Bid Form. Failure to do so may result in disqualification of the Bidder.

The original bid form did not include the Quantity or Unit for Bid Item No. 7. This addendum adds the necessary information to this bid item on the bid form.


This Addendum consists of 1 page.


BID FORM

BID SCHEDULE – Bid Item No. 7

ADD – Quantity = 1, Unit = LS (see below)

7	Monitor utility crossing at vertical bend #1	1	LS	500.00	500.00
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by: 
Collin Stelzig
Project Manager


Ryan Vandecoren
Advanced Excavation Inc.

September 26, 2023

To: Planholder

From: City of Warrenton

Re: **Addendum #2 for the EAST HARBOR AND HERON FORCE MAIN PROJECT**

This supplementary document is an integral part of the Contract Documents and serves to amend the original Bidding Documents dated September 2023, as specified below. Please acknowledge the receipt of this Addendum in the designated space on the Bid Form. Failure to do so may result in disqualification of the Bidder.

This Addendum changes the deadline for submitting a quote and changes the effective date of the BOLI Prevailing Wage Rates.

This Addendum consists of 1 page.

REQUEST FOR QUOTES

PROJECT DESCRIPTION

Delete "September 26, 2023." and replace with "October 3, 2023".

SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

Section 00120 – Bidding Requirements and Procedures

00120.01 Receipt of Bids; Opening

Delete "September 26, 2023" and replace with "October 3, 2023".

Section 00170 – Legal Relations and Responsibilities

00170.65(b)(1) Minimum Wage Rates

Delete "June 1, 2023" and replace with "July 5, 2023".

by: _____



Collin Stelzig
Project Manager



AGENDA MEMORANDUM

TO: Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: October 10, 2023
 SUBJ: Warrenton Public Works Roof Replacement

SUMMARY

The Public Works office building is approximately 50 years old. In 2020, leak repair work was completed. In 2021, the City awarded a contract in the amount of \$39,708.00 for the replacement of the Public Works office roof. This contract was not executed by the contractor and the work was never completed, as it was determined that the scope should be expanded to include new insulation. The roof has continued to leak during the subsequent two years. Water intrusion has resulted in visible damage to the ceiling and insulation as well as mold growth in multiple locations throughout the office. Mold remediation efforts are underway. It is anticipated that new mold growth will continue to be an issue until the underlying cause, water intrusion, is eliminated.

Public Works is seeking Commission approval to advertise a request for bids for the Warrenton Public Works Roof Replacement project. Bid items will include removing and replacing the existing roof and insulation. The estimated cost of this project is \$80,000.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve advertising the request for bids for the Warrenton Public Works Roof Replacement Project."

ALTERNATIVE

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

FISCAL IMPACT

This work will be funded by the Public Works Repair and Maintenance funds. There is sufficient funding in these budget lines to withstand the charges.

Approved by City Manager: _____

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



CALL FOR BIDS - PUBLIC WORKS IMPROVEMENT

Sealed bids will be received up to the hour of **2:00 PM**, local time, on **October 26, 2023**, by Greg Shafer, Public Works Director, at the front desk of Warrenton City Hall, 225 South Main Street, Warrenton, OR 97146:

Public Works Roof Replacement

PROJECT DESCRIPTION

The intent of this contract is to replace the roof at the City of Warrenton Public Works office located at 45 SW 2nd St., Warrenton, OR 97146. The following is a brief summary of the major elements of Work that are to be provided by the Contractor.

1. Remove existing metal roof panels down to an acceptable substrate and dispose of legally offsite.
2. Remove existing insulation and vapor barrier.
3. Existing gutters and downspouts will remain in place and be re-used.
4. Evaluate large vents to determine if they can reasonably be re-used.
5. Install mechanically new metal flashing at the eaves and the rakes.
6. Install new insulation and vapor barrier.
7. Mechanically attach new panel roof system according to manufacturer specifications.
8. Grounds to be clean and all garbage removed prior to completion.

Project Substantial Completion shall be 21 days from Notice to Proceed and Project Final Completion shall be 30 days from Notice to Proceed.

No pre-bid meeting will be held. Questions regarding the project during the bid period shall be submitted to Greg Shafer, Public Works Director, via email at gshafer@warrentonoregon.us. It is recommended that the potential contractor visit the site prior to bidding. The building is available for inspection during Public Works business hours, 7:00 a.m. – 3:30 p.m., Monday – Friday.

Any bids received after the above specified time will not be considered. The carrier, including the United States Postal Service, is considered an agent of the bidder.

Solicitation Documents may be viewed on the City of Warrenton Website.

Bids will be publicly opened and read by the Public Works Director at **2:00 PM**, local time on **October 27th, 2023** in the Warrenton City Commission Chambers.

If the total bid exceeds \$50,000.00 the contract will be subject to Prevailing Wage Statute ORS 279C.800 to 279C.870. The contract is NOT subject to federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. 3141 et seq).

Prior to submission of its bid, bidder shall be registered with the Oregon Construction Contractor's Board as required by ORS 701.055, and thereafter comply with the requirements of ORS 701.035 to 701.055.

Bidders shall be qualified in accordance with the applicable parts of ORS 279C in order to submit a bid for public works in Oregon.

By: Greg Shafer, Public Works Director
City of Warrenton, Oregon



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Esther Moberg, City Manager
 DATE: October 10, 2023
 SUBJ: Addendum to lease agreement

SUMMARY

Requesting approval to extend the lease at the Hammond Marina for the Fowlers on a month-by-month basis as we move forward with the public Request for Expressions of Interest. Termination of the addendum would be given by 60 days advance notice.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the addendum to the Fowler's lease at the Hammond Marina until such time as further action is taken at the leased area.

ALTERNATIVE

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

FISCAL IMPACT

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

Approved by City Manager: _____

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

AMENDMENT TWO TO SUBLEASE AGREEMENT

THIS AMENDMENT TWO TO SUBLEASE AGREEMENT (the "Amendment"), made and entered into this _____, 2023 (the "Effective Date") between the City of Warrenton, a municipal corporation of the state of Oregon, hereinafter referred to as "City" and James Fowler, hereinafter referred to as "Sublessee." The parties are each referred to herein as a "Party" and collectively as the "Parties." Words used but not defined herein have the meanings set forth in the Sublease.

WHEREAS, the City entered into a Sublease Agreement as of February 7, 2018 with Paul Leitch, d/b/a Sturgeon Paul's, for the purpose of allowing a concession to operate at the Hammond Boat Basin and subleasing certain real property belonging to the United States Army Corps of Engineers (together with Amendment One, and as further amended from time to time, "Sublease"); and

WHEREAS, the City acquired the initially leased 59.12 acres from the United States Army Corp of Engineers and accordingly became the lessor for purposes of the Sublease; and

WHEREAS, Paul Leitch, d/b/a Sturgeon Paul's, assigned all rights, title, and interest in and to the Sublease to Sublessee via the Assignment to Sublease executed as of September 28, 2021 (the "Assignment of Sublease"); and

WHEREAS, the City has provided Sublessee notice of its intent to not renew the Sublease in accordance with the terms of the Sublease; and

WHEREAS, the Parties executed that certain Amendment One to Sublease Agreement as of April 26, 2023, in order to extend the First Extended Term ("Amendment One"); and

WHEREAS, the Parties now wish to further extend the term of the Sublease on a month-to-month basis.

NOW, THEREFORE, the Parties agree as follows:

1. Amendment:

- a. Section 1 of the Sublease is hereby deleted in its entirety and replaced with the following:

"(1) TERM

The initial term of this Sublease shall begin on October 1, 2017 and shall continue through December 31, 2018 (the "Initial Term"), unless earlier terminated as otherwise provided in this Sublease. Unless either party provides written notice to the other party of its intent not to renew this Sublease at least six (6) months prior to the expiration of the Initial Term, this Sublease shall automatically be extended, on the same terms and conditions as provided herein, through December 31, 2023 (the "First Extended Term"), unless earlier terminated as otherwise provided in this Sublease. Following the expiration of the First Extended Term, the Sublease term shall automatically continue on a month-to-month basis, subject to all terms and conditions as provided herein, and, unless earlier terminated as otherwise provided in this Sublease, continuing until such time as the City provides sixty (60) days advance written notice to Sublessee of its intent to terminate."

- b. The following is added to the end of Section 2 of the Sublease: "Month-to-month tenancy - \$1,129.00 per month"
2. Interpretation; Remaining Terms. From and after the Effective Date, "Sublease" means the original Sublease Agreement as amended by this Amendment. Except as expressly modified by the terms and conditions of this Amendment, the Parties ratify and confirm each of the terms and conditions of the Sublease which, the Parties acknowledge and agree, remains in full force and effect.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

CITY OF WARRENTON

An Oregon Municipal Corporation

By: _____

James Fowler

By: _____