



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING  
November 14, 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 – 10.24.23
- B. Community Center Advisory Board Minutes – 3.16.23
- C. Monthly Finance Report – September 2023
- D. City Notary Policy and Agreement

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](mailto:cityrecorder@ci.warrenton.or.us), no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS**

- A. Street Vacation Petition No. 159 – Yuill

**7. BUSINESS ITEMS**

- A. Consideration of Wastewater Treatment Plant Proposal
- B. Consideration of Hammond Bank Stabilization Contract Award
- C. Consideration of Hammond Transmission Waterline Contract Amendment
- D. Consideration of City Manager Contract Amendment – Continuing Education
- E. Consideration of Resolution No. 2660 - Urban Renewal IGA Amendment (Peterson Property)

**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  
 October 24, 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: Acting City Manager Chief Mathew Workman, Planning Director Jay Blake, Public Works Operations Manager Jim McCarthy, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 10.10.23
- B. Public Works Quarterly Update
- C. Police Department Monthly Report – September 2023
- D. Parks Advisory Board Meeting Minutes – 8.14.23
- E. Parks Advisory Board Meeting Minutes – 8.29.23

**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 – None

PUBLIC COMMENT – None

PUBLIC HEARINGS - None

BUSINESS ITEMS

Planning Director Jay Blake discussed the street vacation petition from Ken Yuill, for an unnamed undeveloped right-of-way in the Chelsea Subdivision of Tract 3, Section 27. Mr. Blake noted there were no objections from public works, the fire department, or the police department.

**Commissioner Mitchell made the motion to adopt Resolution No. 2659 to set a public hearing date of November 14, 2023 for Street Vacation Petition No. 159. Motion was seconded and passed unanimously.**

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

City Recorder Dawne Shaw presented Ordinance No. 1268 for its second reading and adoption. She stated this ordinance will correct the Urban Renewal District boundaries as adopted in 2009.

**Commissioner Dyer made the motion to conduct the second 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. Motion was seconded and passed unanimously.**

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

Mayor Balensifer conducted 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.

**Commissioner Baldwin made the motion to adopt of Ordinance No. 1268. Motion was seconded and passed unanimously.**

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

Public Works Operations Manager Jim McCarthy discussed two easements for the Youngs Bay Plaza; noting one is a utility easement for utility maintenance and the other is a public access easement agreement. Mayor Balensifer asked if there is already a license to occupy; Mr. McCarthy confirmed.

**Commissioner Mitchell made the motion to approve the amendment to Easement for Utility Maintenance and the Public Access Easement Agreement for the Young's Bay Plaza development. Motion was seconded and passed unanimously.**

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

Mr. McCarthy discussed the contract award for the Safe Routes to School Phase 1 project. He noted the project will be extending the existing sidewalk system along Main from SW 9<sup>th</sup> to SW 10<sup>th</sup> place. Commissioner Baldwin asked Mr. McCarthy if they will be able to afford engineering on the project. Mayor Balensifer clarified that it has already been engineered.

**Commissioner Baldwin made the motion to approve award of the Warrenton Main Avenue at 9<sup>th</sup> Street Safe Routes to School Project to Jesse Rodriguez Construction, LLC., in the amount of \$447,007.00 and to include a 10% contingency. Motion was seconded and passed unanimously.**

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

Mr. McCarthy presented a contract for a new John Deere tractor/mower. He stated the City has been unable to meet the requirements of levee maintenance due to continuous mechanical issues with the current mower. He noted the mower will come in under budget. Commissioner Baldwin

MINUTES

Warrenton City Commission

Regular Meeting – 10.24.23

Page: 2

asked Mr. McCarthy if they will be keeping the old mower; Mr. McCarthy stated that the mower will be able to mow the top of the dikes and believes the mower will last a couple more years.

**Commissioner Baldwin made the motion to approve the purchase of, and authorize the Mayor's signature for the purchase of a John Deere tractor and Diamond mower implements in the amount of \$267,446.62. Motion was seconded and passed unanimously.**

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

Mayor Balensifer asked for clarification on what had been budgeted for nonprofits. Ms. Shaw stated she is unsure of what was formerly approved. She stated she had discussed the VFW request with the Finance Director, and they believe money was set aside but was not formally approved. Ms. Shaw stated the city has received a request from the VFW to use the Community Center at no cost for the annual free community Thanksgiving Dinner. She noted the Community Center is self-supporting, so we do not waive the fee, but transfer funds from the business license fund to cover the cost. The VFW will cover the deposit.

**Commissioner Mitchell made the motion to have the City cover the cost of use of the Community Center for the annual free Community Thanksgiving Dinner by using funds from the Warrenton Business License Fund. Motion was seconded and passed unanimously.**

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

DISCUSSION ITEMS - None

GOOD OF THE ORDER

Commissioner Baldwin noted the larger number of people asking about the new Welcome to Warrenton sign at the northeast end of town, and they are not happy. Mayor Balensifer explained the process that took place with the placement of the new sign. Planning Director Blake further expounded and noted moving the old sign to a different location that is not an ODOT highway. Discussion continued.

Commissioner Mitchell noted he talked to firefighters at Arnie's about the new ordinance that does not allow them to collect "the boot" that allows them to fundraise. Acting City Manager Police Chief Workman clarified that that activity was allowed and noted he will relay that info to the fire department.

Chief Workman highlighted items in his department report; events with school children, and pointed out Officer Crosby's academy graduation and his special award because he was an inspiration to other students.

Mayor Balensifer asked Mr. Blake about wetland mitigation banks; are we likely to create or require a change of zoning to acquire wetland banks: Mr. Blake stated they would look at an A5 zone. Mayor Balensifer asked if someone wanted to take some of their land from development property and turn it into wetland what steps should they take; Mr. Blake responded stating that he would recommend doing a zone change then vacating the property. Discussed continued.

MINUTES

Warrenton City Commission

Regular Meeting – 10.24.23

Page: 3

There being no further business, Mayor Balensifer adjourned the meeting at 6:29 p.m.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT

WARRENTON COMMUNITY CENTER  
Advisory Board Meeting  
March 16, 2023  
5:00 PM

Meeting Date: March 16, 2023

Call to Order: Chairman, Debbie Little, called the regular meeting to order at approximately 5:02 PM. We met in the Commissioners Chambers at City Hall.

Roll Call: Chairman, Debbie Little; Vice Chair, Penny Morris, Secretary, Carol Snell, and April Clark, Financial Director for the City of Warrenton. Absent and excused: Dennis and/or Cindy O'Reilly.

Introduction of Guests: Guests: None

Public Comment: None

Penny moved to approve the minutes of the Annual meeting and the regular meeting dated January 19, 2023. The motion was seconded by Carol, minutes were approved as written.

Financial Report: April distributed the quarterly report dated December 31, 2022.

April is currently working on the budget for July 1, 2023. We discussed the idea of raising the rental rates. Debbie moved to leave the rates as is, Carol second, motion passed. There are issues with water under the building and the sump pump not working properly. The pump needs to be hard wired. The issue with the 40 foot sewer line still exists. Money from the facility maintenance

fund will be used for both projects. It was agreed to put another \$5,000.00 into the capital reserve fund.

Debbie moved and Penny second a motion to budget for new chairs and paint for the center. Motion passed.

Old Business: The school will send notices to families regarding the Easter Bunny Breakfast April 2, 2023 from 8 to 11 AM. Set up will be Saturday, April 1<sup>st</sup>. Time was not determined.

Lorna has been notified, the Easter Bunny will be here on Saturday. Sausage will be ordered on the 20<sup>th</sup>, servers will serve butter when requested, Bert Little will help with the dishes if Mitch if not able.

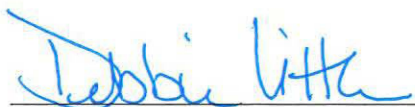
The Community Center Advisory Board By-Laws were reviewed (Sections Article VII Meetings). Penny offered a motion, Carol seconded, the motion passed that "April will revise the by-laws (meeting space City Hall, date/time for the meetings will be set at the annual meeting in January) etc." April will also write the resolution to take to the city council for their approval.

New Business: None

Correspondence: None

Next Regular Meeting: May 18, 2023, will be our next meeting at 5:00 PM. The breakfast is considered our meeting for April.

It was moved and seconded to close the meeting at 5:36 PM



Debbie Little, Chairman



Carol Snell, Secretary



Volume 17, Issue 3

**Monthly Finance Report**  
**September 2023**

November 14, 2023

**Economic Indicators**

	Current	1 year ago
◆ Interest Rates:		
LGIP :	4.63%	1.84%
Prime Rate:	8.50%	5.50%
◆ CPI-U change:	3.7%	8.2%
◆ Unemployment Rates:		
Clatsop County:	3.6%	4.7%
Oregon:	3.5%	4.6%
U.S.:	3.8%	3.5%

**Department Statistics**

◆ Utility Bills mailed	3,232
◆ New Service Connections	5
◆ Reminder Letters	344
◆ Door Hangers	82
◆ Water Service Discontinued	16
◆ Counter payments	575
◆ Mail payments	846
◆ Auto Pay Customers/pmts	654
◆ Online (Web) payments	1,346
◆ Checks issued	349

**Current and Pending Projects**

- ◆ Audit/Financial Statements FYE 6/30/23 Due 12/31/23
- ◆ SDC Annual Report due 12/31/23
- ◆ Landfill Financial Assurance Report due 12/31/23
- ◆ Implementation of Employee Self Service for Leave Requests and Human Resources
- ◆ Staffing for vacant positions
- ◆ Open Enrollment for Health Insurance
- ◆ Business License Renewals Wrap Up

**Financial Narrative as of September 30, 2023**

**Note:** Revenues and expenses should track at 3/12 or 25% of the budget.

Attached to this report is analysis and summaries of data for assessed value and property tax information for the City of Warrenton for the tax year 2023-2024.

Assessed value for the City of Warrenton is \$814,418,781, an increase of 3.3% from the prior year. Of that amount, \$717,939,598 (88.2%) is used to calculate the City of Warrenton tax and \$96,479,183 (11.9%) is used to calculate the Urban Renewal District tax. The Urban Renewal excess assessed value used to calculate the tax was the same as the prior year. The actual excess value of the Urban Renewal boundary is \$138,954,398, a 3.7% increase from the prior year, but due to the substantial amendment in 2019, the amount that can be used to calculate the tax is limited. The remaining excess value is returned to the taxing districts through revenue sharing as required by ORS 457.470.

Tax amounts to be received are as follows for the permanent rate; \$1,200,114, local option rate \$497,228 (*Library \$268,992 and Police \$228,236*), bonded debt rate, \$558,852 for a total of \$2,256,194. Please keep in mind that these amounts will be reduced by discounts, uncollected taxes, and other reductions. The total levy last year was \$2,193,841.

The Urban Renewal Agency boundary value will raise \$891,430 at the rates of \$1.0966 per \$1,000 and at a rate of 55.08

cents per \$1,000 of assessed value depending on the tax code, for Urban Renewal. These rates are applied to each individual property's total assessed value whether inside the boundary or not. The tax amount is also subject to discounts, credits, etc. This is \$44,197 more than the budgeted revenue of \$847,233. If the Agency collects 95.2% of the tax, then it is projected that we will be over budget by \$1,408.

The General Fund loses 19.8 cents per \$1,000, or \$161,130 in tax to the Urban Renewal Agency.

Taxpayers pay \$.6856 per \$1,000 of assessed value for bonded debt compared to \$.6925, last year.

If the County collects 95.2% of the total imposed taxes, the General Fund should see an excess of \$12,602 in property tax revenue for the permanent rate and police levy compared to budget. The Library would see an excess of \$1,426 compared to budget.

For every one million of assessed value added, the permanent rate plus the local option rate would raise \$2,280.10, annually. \$1,950.10 for the General Fund and \$330 for the Library.

Also, attached are data for Warrenton and surrounding area cities' assessed value, permanent rates, and total tax rates by tax code. Code 0113 is the latest annexation (by the airport) up to our

Urban Growth Boundary and pays a different rate because they are in School 1 District as opposed to School 30 (Warrenton School District).

Taxpayers in code 3004/3010 and 0113 pay property taxes (to all jurisdictions) of \$2,650 and \$2,829, respectively on property assessed at \$200,000. Receipt of current property tax revenues begins in November.

Also, attached is Oregon population data. The city's per capita state distributions for 2023/2024 are based on Warrenton population estimate as of July 1, 2021 of 6,421.

**General Fund:** Year to date revenues amount to \$830,163, which is 13.2% of the budget, compared to the prior year amount of \$758,205, which was 13.3% of the budget and are up by \$71,958. Increases are shown in city franchise fees, transient room taxes, state revenue sharing, municipal court, miscellaneous, interest, food pod receipts, proceeds from sale of assets, and donations.

Expenses year to date amount to \$1,452,211, which is 21.6% of the budget, compared to the prior year amount of \$1,302,818, which was 20.7% of the budget and are up by \$149,393.

**Financial data as of September, 2023**

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,712,383	2,192,384	1,400,000	156.60	
Plus: Revenues	307,729	830,163	6,292,794	13.19	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	11,720	38,587	195,278	19.76	
Admin/Comm/Fin(ACF)	161,719	462,458	1,496,499	30.90	
Planning	21,346	65,230	445,507	14.64	
Police	177,057	571,213	2,331,713	24.50	
Fire	62,009	213,454	1,149,355	18.57	
Parks	15,519	50,114	237,467	21.10	
Transfers	406	51,155	871,641	5.87	
Total Expenditures	449,776	1,452,211	6,727,460	21.59	
Ending Fund Balance	1,570,336	1,570,336	965,334	162.67	

	WBL				Building Department			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	163,160	114,568	109,000	105.11	551,136	579,592	620,000	93.48
Plus: Revenues	(4,355)	83,383	87,800	94.97	20,297	47,152	282,998	16.66
Less: Expenditures	2,101	41,247	67,981	60.67	22,130	77,441	521,845	14.84
Ending Fund Balance	156,704	156,704	128,819	121.65	549,303	549,303	381,153	144.12

	State Tax Street				Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,180,995	3,222,554	3,000,000	107.42	790,741	353,642	330,000	107.16
Plus: Revenues	173,781	226,485	4,793,347	4.72	37,064	589,460	747,995	78.81
Less: Expenditures	31,368	125,631	6,829,022	1.84	56,686	171,983	866,310	19.85
Ending Fund Balance	3,323,408	3,323,408	964,325	344.64	771,119	771,119	211,685	364.28

**Financial data as of September 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	532,405	269,706	240,000	112.38	2,385,530	1,608,654	1,400,000	114.90
Plus: Revenues	38,480	384,238	419,161	91.67	454,146	1,624,771	7,075,602	22.96
Less: Expenditures	48,110	131,169	545,445	24.05	188,095	581,844	7,330,014	7.94
Ending Fund Balance	<u>522,775</u>	<u>522,775</u>	<u>113,716</u>	<u>459.72</u>	<u>2,651,581</u>	<u>2,651,581</u>	<u>1,145,588</u>	<u>231.46</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,737,883	3,430,433	2,900,000	118.29	2,099,748	2,012,233	1,680,000	119.78
Plus: Revenues	302,360	963,291	3,065,029	31.43	59,058	178,279	883,340	20.18
Less: Expenditures	158,775	512,256	4,410,805	11.61	17,123	48,829	2,003,002	2.44
Ending Fund Balance	<u>3,881,468</u>	<u>3,881,468</u>	<u>1,554,224</u>	<u>249.74</u>	<u>2,141,683</u>	<u>2,141,683</u>	<u>560,338</u>	<u>382.21</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	593,912	568,673	445,000	127.79	45,589	35,232	30,000	117.44
Plus: Revenues	117,940	356,662	1,322,595	26.97	1,606	15,318	25,950	59.03
Less: Expenditures	82,758	296,241	1,503,237	19.71	1,664	5,019	34,532	14.53
Ending Fund Balance	<u>629,094</u>	<u>629,094</u>	<u>264,358</u>	<u>237.97</u>	<u>45,531</u>	<u>45,531</u>	<u>21,418</u>	<u>212.58</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	167,735	210,291	185,000	113.67	8,050	7,970	6,100	130.66
Plus: Revenues	1,891	9,511	276,280	3.44	1,330	21,000	5,184,828	0.41
Less: Expenditures	20,847	71,023	313,323	22.67	1,288	20,878	4,371,000	0.48
Ending Fund Balance	<u>148,779</u>	<u>148,779</u>	<u>147,957</u>	<u>100.56</u>	<u>8,092</u>	<u>8,092</u>	<u>819,928</u>	<u>-</u>

**Financial data as of September 2023, continued**

**(\$ Cash Balances as of September 30, 2023**

General Fund	1,967,243	Warrenton Marina	711,868	Storm Sewer	2,115,035
WBL	154,057	Hammond Marina	528,376	Sanitation Fund	547,810
Building Department	554,707	Water Fund	2,325,014	Community Center	47,045
State Tax Street	3,565,156	Sewer Fund	3,644,430	Library	148,359

**Warrenton Urban Renewal Agency**

Capital Projects	9,380
Debt Service	2,333,463

General Fund Revenues	Collection Frequency	2023-2024 Budget	Actual as	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				September 2023	September 2022	
Property taxes-current	AP	1,347,187	0.00	-	-	1,347,187
Property taxes-prior	AP	30,000	42.74	12,823	18,741	17,177
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	628,000	14.53	91,246	70,403	536,754
COW - franchise fees	M	331,911	28.83	95,688	89,750	236,223
Transient room tax	Q	648,269	2.72	17,623	14,229	630,646
Liquor licenses	A	625	0.00	-	25	625
State revenue sharing	MQ	209,754	6.86	14,397	14,066	195,357
Municipal court	M	103,200	17.81	18,379	17,648	84,821
Planning Fees	I	107,000	2.85	3,050	12,123	103,950
Police charges	I	25,000	22.04	5,511	8,462	19,489
Fire charges	SM, I	115,624	0.30	350	525	115,274
Park charges	I	-	0.00	485	865	-
Housing rehab loan payments	I	-	0.00	-	-	-
Miscellaneous	I	3,000	123.40	3,702	2,445	(702)
Interest	M	50,000	56.24	28,118	8,450	21,882
Lease receipts	M	221,913	24.74	54,903	56,178	167,010
Food pod receipts	M	-	0.00	7,445	-	(7,445)
Proceeds from sale of assets	I	-	0.00	3,585	-	(3,585)
Donations	I	-	0.00	871	-	(871)
Grants	I	-	0.00	-	-	-
<b>Sub-total</b>		<b>3,821,483</b>	<b>9.37</b>	<b>358,176</b>	<b>313,910</b>	<b>3,463,307</b>
Transfers from other funds	I	974,812	0.00	9,529	73,374	965,283
Overhead	M	1,496,499	30.90	462,458	370,921	1,034,041
<b>Total revenues</b>		<b>6,292,794</b>	<b>13.19</b>	<b>830,163</b>	<b>758,205</b>	<b>5,462,631</b>

- 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.

CITY OF WARRENTON  
History of Assessed Property Values and Property Taxes to be Received

	2023-2024	2022-2023	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014
<b>Value</b>	<b>814,418,781</b>	<b>788,635,308</b>	<b>728,922,040</b>	<b>703,872,791</b>	<b>646,335,405</b>	<b>608,254,053</b>	<b>567,541,596</b>	<b>538,455,553</b>	<b>520,287,689</b>	<b>490,415,906</b>	<b>476,825,335</b>
<b>percentage increase from prior year</b>	<b>3.269%</b>	<b>8.192%</b>	<b>3.559%</b>	<b>8.902%</b>	<b>6.261%</b>	<b>7.173%</b>	<b>5.402%</b>	<b>3.492%</b>	<b>6.091%</b>	<b>2.850%</b>	<b>4.569%</b>
Perm Rate Tax	1,200,114	1,161,627	1,086,348	1,026,739	934,923	878,926	835,421	795,137	773,823	731,942	705,604
Local Option Tax	497,228	483,417	461,439	429,362	394,265	371,034	212,828	201,920	195,108	183,835	178,809
Bonded Debt	558,852	548,797	580,126	588,719	572,589	579,463	586,088	722,734	720,218	696,481	673,056
<b>Total Tax Amount to be Received</b>	<b>\$ 2,256,194</b>	<b>\$ 2,193,841</b>	<b>\$ 2,127,913</b>	<b>\$ 2,044,820</b>	<b>\$ 1,901,777</b>	<b>\$ 1,829,423</b>	<b>\$ 1,634,337</b>	<b>\$ 1,719,791</b>	<b>\$ 1,689,149</b>	<b>\$ 1,612,258</b>	<b>\$ 1,557,469</b>
<b>Urban Renewal Excess Assessed Value</b>	<b>96,479,183</b>	<b>96,479,483 *</b>	<b>102,167,928 *</b>	<b>89,104,514 *</b>	<b>86,558,966</b>	<b>81,999,845</b>	<b>67,343,430</b>	<b>62,370,427</b>	<b>56,963,784</b>	<b>52,179,015</b>	<b>54,333,847</b>
<b>percentage increase from prior year</b>	<b>-0.0003%</b>	<b>-5.568%</b>	<b>14.661%</b>	<b>2.941%</b>	<b>5.560%</b>	<b>21.764%</b>	<b>7.973%</b>	<b>9.491%</b>	<b>9.170%</b>	<b>-3.966%</b>	<b>8.653%</b>
<b>Outside Urban Renewal Boundary Value</b>	<b>717,939,598</b>	<b>692,155,825</b>	<b>626,754,112</b>	<b>614,768,277</b>	<b>559,776,439</b>	<b>526,254,208</b>	<b>500,198,166</b>	<b>476,085,126</b>	<b>463,323,905</b>	<b>438,236,891</b>	<b>422,491,488</b>
<b>percentage increase from prior year</b>	<b>3.725%</b>	<b>10.435%</b>	<b>1.950%</b>	<b>9.824%</b>	<b>6.370%</b>	<b>5.209%</b>	<b>5.065%</b>	<b>2.754%</b>	<b>5.725%</b>	<b>3.727%</b>	<b>4.066%</b>
<b>Total Assessed Value of the City</b>	<b>814,418,781</b>	<b>788,635,308</b>	<b>728,922,040</b>	<b>703,872,791</b>	<b>646,335,405</b>	<b>608,254,053</b>	<b>567,541,596</b>	<b>538,455,553</b>	<b>520,287,689</b>	<b>490,415,906</b>	<b>476,825,335</b>

**\*Amount Used to calculate tax**

<b>Actual Excess Assessed Value of Urban Renewal Area</b>	<b>138,954,398</b>	<b>133,960,309</b>	<b>130,365,118</b>	<b>121,547,366</b>
<i>Due to a substantial amendment in 2019 to increase the maximum indebtedness, the amount of assessed value that may be used to calculate the tax is limited per ORS 457.470</i>				
<b>percentage increase from prior year</b>	<b>3.728%</b>	<b>2.756%</b>	<b>7.255%</b>	

CITY OF WARRENTON  
PROPERTY TAX ALLOCATION  
2023/2024

	1.6701 <b>PERM RATE</b>	0.2800 0.3300 <b>LOCAL OPTION</b>	AMOUNT NEEDED <b>OUTSIDE M5</b>	<b>TOTAL</b>	
GENERAL FUND	100.00	0.4590			
LIBRARY		0.5410			
WWTP			1.0000		
<b>AMOUNT IMPOSED</b>	1,199,069.00	496,795.00	558,366.00	<u>2,254,230.00</u>	
<i>ADDL TAXES (ORS311.206) Roll Correction</i>	<i>0.53</i>	<i>0.22</i>	<i>0.25</i>		<i>1,964.00</i>
GENERAL FUND	1,044.69	198.68		<b>1,243.37</b>	
LIBRARY		234.16		<b>234.16</b>	
WWTP			486.48	<b>486.48</b>	
<b>TOTAL AMOUNT TO BE REC'D</b>	<b>1,200,113.69</b>	<b>497,227.83</b>	<b>558,852.48</b>	<u><b>2,256,194.00</b></u>	
<b>GENERAL FUND</b>	1,200,113.69	228,235.73	-	1,428,349.42	<b>PERCENTAGE 0.6331</b>
<b>LIBRARY</b>		268,992.11		268,992.11	<b>0.1192</b>
<b>WWTP</b>			558,852.48	558,852.48	<b>0.2477</b>
	<b>1,200,113.69</b>	<b>497,227.83</b>	<b>558,852.48</b>	<b>2,256,194.00</b>	<b>1.0000</b>

**Tax Rate**

**GF LOCAL OPTION - POLICE  
LIBRARY LOCAL OPTION**

<b>0.2800</b>	0.4590
<b>0.3300</b>	0.5410
<b>0.6100</b>	1.0000

**Tax Rate**

<b>WWTP</b>	558,380.00	0.9991	<b>0.6856</b>	<b>Bonded Debt</b>
<i>(ORS 311.206)Roll Correction</i>	486.48	0.0009	<b>0.0006</b>	<b>Other Addl' Taxes</b>
	<u>558,866.48</u>	<u>1.00</u>	<u>0.6862</u>	

Urban Renewal Assessed Value (Used)	96,479,183
Outside Urban Renewal Boundary Value	717,939,598
Total Assessed Value of the City	<u>814,418,781</u>

**Comparison to Budget:**

	Budget	County Imposed Taxes	95.2% of Imposed Taxes	95.2% imposed taxes Variance to Budget	
GF - Permanent Rate	1,131,117	1,200,114	1,142,508	11,391	
GF - Local Option Police	216,070	228,236	217,280	1,210	12,602
Local Option Library	254,654	268,992	256,080	1,426	
GO Bond WWTP	530,461	558,852	532,028	1,567	
	<u>2,132,302</u>	<u>2,256,194</u> <sup>1</sup>	<u>2,147,897</u>	<u>15,595</u>	

**City of Warrenton**  
**2023-2024 Analysis of Property Tax Rates and Assessed Values - Actual**

ADC  
 11/2/2023  
 4:05 PM

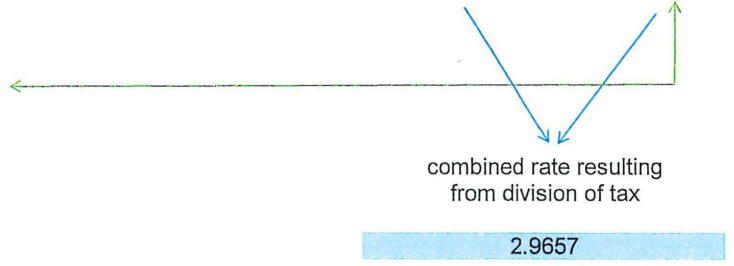
**Boundary Assessed Values**

96,479,183	urban renewal	11.85%
717,939,598	other	88.15%
<u>814,418,781</u>	<u>total assessed value</u>	<u>1</u>

w/o division of tax	Tax Rates	
	Division of Tax cow rate	urban rate
1.6701	1.4723	0.1978
0.6100	0.6100	0
0.6856	0.6856	0
<u>2.9657</u>	<u>2.7679</u>	<u>0.1978</u>

**division of warrenton tax rates for URA**

code 3004 and 3010		code 0113	
0.1978	city of warrenton	0.1978	
0.0063	4H	0.0063	
0.1816	clatsop county	0.1816	
0.0148	port of astoria	0.0148	
0.0208	care center	0.0208	
0.0922	clatsop community	0.0922	
0.0182	nw esd	0.0182	
0.5458	school 30/school 1	0.0000	
0.0191	sunset trans	0.0191	
<u>1.0966</u>	<u>division of tax rate</u>	<u>0.5508</u>	



code 3004 and 3010	811,377,585	X	1.0966 divided by 1,000	=	889,794.37
code 0113 (annexation)	3,041,196	X	0.5508 divided by 1,000	=	1,675.23
	<u>814,418,781</u>				<u>891,469.60</u>

Amount allocated to Urban Renewal

891,430.46 County Table 4f

39.14 variance immaterial

**tax rates from code 3004 and 3010 and 0113**

1.4723		
0.6100		
0.6856	2.7679	City of Warrenton allocation
0.1978		
0.0000	0.1978	Warrenton Urban Renewal Agency allocation (Division of City of Warrenton Tax)
<u>2.9657</u>	<u>2.9657</u>	

approx. amount diverted from COW General Fund to URA      \$ 161,129.88

WARRENTON URBAN RENEWAL AGENCY  
History of Assessed Property Values and Property Taxes to be Received

	<u>2023-2024</u>	<u>2022-2023</u>	<u>2021-2022</u>	<u>2020-2021</u>	<u>2019-2020</u>	<u>2018-2019</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>2015-2016</u>	<u>2014-2015</u>	<u>2013-2014</u>	<u>2012-2013</u>
Value	<sup>1</sup> 96,479,183	96,479,483	<sup>1</sup> 102,167,928	<sup>1</sup> 89,104,514	86,558,966	81,999,845	67,343,430	62,370,427	56,963,784	52,179,015	54,333,847	50,006,896
percentage increase from prior year	0.00%	-5.57%	14.66%	2.94%	5.56%	21.76%	7.97%	9.491%	9.170%	-3.966%	8.653%	15.087%
Total Amount to be Received <sup>2</sup>	\$ 891,430	\$ 891,565	\$ 944,114	\$ 823,344	\$ 799,814	\$ 757,703	\$ 622,259	\$ 593,665	\$ 543,717	\$ 497,892	\$ 519,858	\$ 479,857
Budget	\$ 847,233	\$ 847,234	\$ 878,301	\$ 773,935	\$ 735,979	\$ 602,456	\$ 574,761	\$ 525,284	\$ 478,982	\$ 496,364	\$ 452,000	\$ 389,465
Variance of Budget to Amount to be Received	\$ 44,197	\$ 44,331	\$ 65,813	\$ 49,409	\$ 63,835	\$ 155,247	\$ 47,498	\$ 68,381	\$ 64,735	\$ 1,528	\$ 67,858	\$ 90,392
Urban Renewal Assessed Value	96,479,183	96,479,483	102,167,928	89,104,514	86,558,966	81,999,845	67,343,430	62,370,427	56,963,784	52,179,015	54,333,847	50,006,896
Outside Urban Renewal Boundary Value	717,939,598	692,155,825	626,754,112	614,768,277	559,776,439	526,254,208	500,198,166	476,085,126	463,323,905	438,236,891	422,491,488	405,984,545
Total Assessed Value of the City	<u>814,418,781</u>	<u>788,635,308</u>	<u>728,922,040</u>	<u>703,872,791</u>	<u>646,335,405</u>	<u>608,254,053</u>	<u>567,541,596</u>	<u>538,455,553</u>	<u>520,287,689</u>	<u>490,415,906</u>	<u>476,825,335</u>	<u>455,991,441</u>

<sup>1</sup> Amount used to calculate tax. Due to a substantial amendment in 2019 to increase the maximum indebtedness, the amount of assessed value that may be used to calculate the tax is limited per ORS 457.470

<sup>2</sup> These amounts are not what will actually be received as they are subject to discounts, uncollected taxes, and other reductions.



**Area Cities' Property Tax Rates**  
**Tax Year 2023-2024**

Tax Code	City of Warrenton		City of Astoria	City of Gearhart	City of Seaside	City of Cannon Beach
	0113	3004, 3010	0100, 0101	1005	1001	1008
School	5.8730	5.5225	5.8730	5.8628	5.8628	5.8628
Government	4.6312	4.6312	10.5249	3.1208	6.7658	3.9113
School Bonds	2.8088	2.2664	2.8088	1.3458	1.3458	1.3458
Government Bonds	0.8317	0.8317	0.7006	1.1209	0.3849	0.6271
<b>Total Tax Rate</b>	<b>14.1447</b>	<b>13.2518</b>	<b>19.9073</b>	<b>11.4503</b>	<b>14.3593</b>	<b>11.7470</b>
Total Tax on \$200,000 Assessed Value	\$ 2,828.94	\$ 2,650.36	\$ 3,981.46	\$ 2,290.06	\$ 2,871.86	\$ 2,349.40

Source: Clatsop County 2023-2024 Assessment and Taxation Summary, Tax Rate Schedules

**Area Cities' Property Tax Permanent Rate Levies  
Tax Year 2023-2024**

	<u>City of Warrenton</u>	<u>City of Astoria</u>	<u>City of Gearhart</u>	<u>City of Seaside</u>	<u>City of Cannon Beach</u>
Population	6,421	10,256	1,921	7,275	1,507
Total Assessed Value	814,418,781	1,039,798,741	703,700,481	1,486,946,538	1,130,534,798
<b>Permanent Rate</b>	<b>\$ 1.6701</b>	<b>\$ 8.1738</b>	<b>\$ 1.0053</b>	<b>\$ 3.1696</b>	<b>\$ 0.7049</b>
Amount of tax raised by permanent rate after adjustments and division to Urban Renewal	\$ 1,200,113.00	\$ 8,277,476.00	\$ 707,430.00	\$ 4,503,432.00	\$ 796,914.00

*Sources: Clatsop County 2023-2024 Assessment and Taxation Summary, Table 4a  
Portland State University, Population Research Center, July 1, 2022*



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Hanna Bentley, Deputy City Recorder  
DATE: November 14, 2023  
SUBJ: City Notary Policy and Notary Agreement

### SUMMARY

The City does not currently have a notary policy or notary agreement in place. The City has been acting on past practice. Presented for your consideration is a city notary policy and agreement. This policy will provide staff with guidelines and create an agreement allowing the retention of their notary journal per state guidelines. Per this policy the City will no longer provide notary services for the general public and only allow notary services for city related documents. This policy will go into effect January 1<sup>st</sup>, 2024.

Approved by City Manager: \_\_\_\_\_

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



# **CITY OF WARRENTON**

## **NOTARY POLICY**

**ADOPTED \_\_\_\_\_**

**Effective January 1<sup>st</sup> 2024**  
**(Created September 2023)**

## **City of Warrenton Notary Policy**

### **Purpose:**

To provide guidelines for those employees whose job duties require them to perform notary public services while at work, during work hours (City Notary/Notaries).

### **Policy:**

The City does not provide notary services to the general public. City Notaries will only perform notary services for City-related business during City business hours and will perform these services in accordance with state law.

When the City requires an employee to become a notary public as required by their job description, the City shall pay the costs related to being commissioned as a notary public. This includes, but is not limited to the application fee, notary journal costs, and the notary seal/stamp costs.

The City shall defend, indemnify, and hold the City Notary harmless for any claim for damages or penalties arising out of or relating to any actions taken by the City Notary in the performance of their duties as a City Notary in the course and scope of their employment. The City will not defend, and assumes no liability for, acts done by the City Notary outside of employment, in violation of this City Notary Policy, or in violation of the law.

City Notaries who provide notary public services while off-duty may not use their City Journal of Notarial Acts (Journal) and are required to procure and keep a separate off-duty notary journal.

All City Notaries must enter into a Notary Services and Journal Retention Agreement with the City whereby they agree to leave their Journal with the City upon separation from City employment unless exempt per Oregon Revised Statutes. The City Notary may keep a copy of their Journal and shall retain their notarial seal/stamp, which is to be destroyed upon commission expiration or resignation.

### **Procedure:**

- If an employee's job description requires them to be a City Notary, they will be responsible for applying to be a notary public and shall follow all the necessary steps under state law.
- After the City Notary receives their notary public commission, the City Notary shall notify their supervisor and their supervisor must subsequently notify Human Resources.
- The City Notary must then enter into a Notary Services and Journal Retention Agreement with the City. These documents are maintained in the City Notary's personnel file.
- During the City Notary's tenure, the Journal shall remain secured on City property and the City Notary will be available during work hours to notarize documents as outlined in this policy.

### Additional Notary Requirements

- Each City Notary is solely responsible for updating their commission information and renewing their commissions with the Oregon Secretary of State.
- Each City Notary is responsible for attending a notary seminar prior to obtaining and renewing their notary commission.
- Each City Notary shall follow the state rules and regulations regarding the appropriate use of the notary seal/stamp. The City Notary has the sole responsibility to refuse a notarization if the person does not provide appropriate documentation or is otherwise not in conformance with state or City regulations on the use of notary seals/stamps.

### Human Resource Obligations

- When notified that a City Notary has obtained a notary commission and seal/stamp, Human Resources must provide a Notary Services and Journal Retention Agreement to the individual and, once signed, maintain the information in the employee's personnel file.
- Upon termination of a City Notary's employment with the City, ensure the return of the Journal.
- Retain departed City Notary's Journal per state public record retention guidelines.



## City of Warrenton Notary Services and Journal Retention Agreement

This Agreement is entered into between the City of Warrenton (“City”) and \_\_\_\_\_ (“Notary Employee”), an employee of the City and notary of the State of Oregon. This agreement is entered into under Oregon Revised Statutes (ORS), for the purpose of identifying the mutual obligations of both parties relating to the notarial responsibilities of an employee of Warrenton.

The above-named Notary Employee has been appointed as a notary public and has been requested to provide notarial services as part of his or her employment with the City of Warrenton. All required filing fees and costs associated with being a notary public, while an employee of the City, shall be paid by the City.

In the event the Notary Employee resigns, is terminated, or ceases to be a notary public, the Journal of Notarial Acts used for notarial services provided as a part of his or her employment must be surrendered to and retained by the City for a period of no less than ten years after the date of the last chronicled action in the journal, pursuant to ORS and the state retention schedule. The City will assume no obligation or liability for any actions taken after employment has ceased. The Notary Employee may keep a copy of the Journal and shall retain his/her notarial seal, which is to be destroyed upon commission expiration or resignation.

If the Notary Employee obtains and maintains a separate Journal of Notarial Acts for notarial acts performed outside of work, the Notary Employee shall retain the original.

As ministerial officials, notaries are liable for both intentional and unintentional misconduct and have financial liability for their actions. The City shall defend, indemnify, and hold the Notary Employee harmless on account of any claim for damages or penalties arising out of or relating to any actions taken by the Notary Employee in the performance of his or her duties as a City employee. The City will not defend, and assumes no liability for, acts done by the Notary Employee outside of employment, in violation of the City Notary Policy, or in violation of law.

As a notary providing services as a part of the employees job responsibilities, the Notary Employee has read and is familiar with the City of Warrenton Notary Policy and agrees to be bound by said Policy.

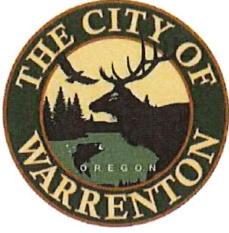
\_\_\_\_\_  
Notary Employee’s Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Department Head’s Signature

Date: \_\_\_\_\_

(Original Agreement to City Recorder)  
(Copy to Notary Employee’s Personnel File)



## City of Warrenton

### Planning Department

225 S Main Avenue ■ P.O. Box 250 ■ Warrenton, OR 97146

Phone: 503.861.0920 Fax: 503.861.2351

## Staff Review

TO: Warrenton City Commission  
 FROM: Jay Blake, Planning Director *Jay Blake*  
 DATE: November 14, 2023  
 SUBJ: Right-of-way Vacation in Section 27 of the City of Warrenton  
 Applicant Ken Yuill  
 Public Hearing – First Reading Ordinance 1269

The applicant has submitted the deposit for a street vacation application for an unnamed right-of-way in the Chelsea Subdivision of Tract 3, Section 27 on September 18, 2023. Staff requested a legal description for the proposed vacated right-of-way from the applicant which was submitted on October 4, 2023. The application was deemed complete and the City Commission passed resolution #2659 setting a public hearing for the right-of-way vacation for Tuesday, November 14, 2023 at 6 pm.

Copies of the request were forwarded to the Warrenton Police, Fire, Building, and Public Works Departments. No concerns were raised by staff regarding the request.

### Findings:

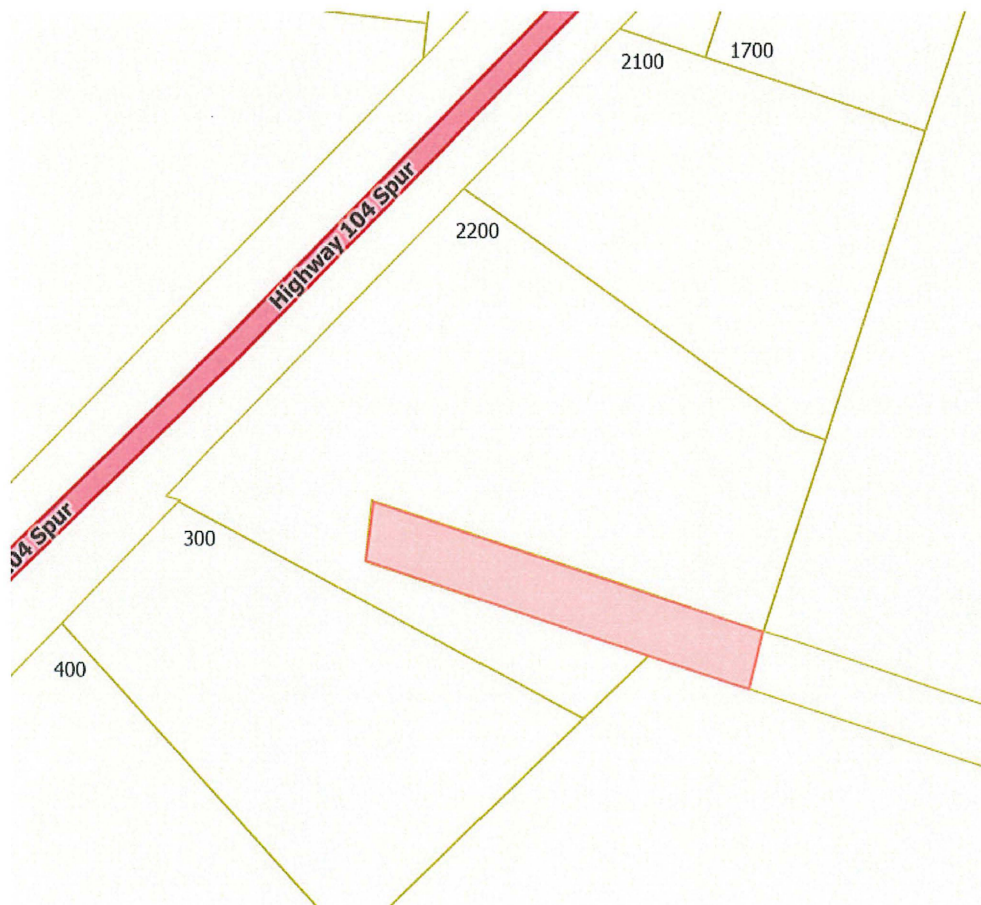
1. The request meets the minimum requirements for a completed application for right-of-way vacation as outlined in the Warrenton Municipal Code.
2. The applicant has paid the requisite fees for the vacation.
3. The applicant met with representatives from the Clatsop County Surveyors office to determine the land division provision.
4. The applicant owns land on either side of the proposed vacation and will combine it with his existing tracts. This was a condition of approval for a previously approved lot line adjustment.
5. The applicant has maintained a shed in the right-of-way.



6. There is a recorded private drainage easement running across the proposed parcel which will remain in effect for the Trillium House development.
7. The City published the required public hearing notices in the Astorian Newspaper – the official city newspaper.
8. The property is zoned C-MU Commercial Mixed Use. The resulting lots will meet all zoning district requirements.

The City has not received any written comments related to the request. The Trillium House owners and the property owners to the south have submitted letters of support for the request. Planning Staff concluded that the current right-of-way is not needed for future development of the area.

#### Area Map



**City Commission Options:**

Approval Option

*Based on the application materials and staff review memo dated November 14, 2023, I move that the City Commission conduct the first reading of Ordinance 1269 by title only*

**AN ORDINANCE VACATING A PORTION OF AN UNNAMED AND UNIMPROVED RIGHT-OF-WAY WITHIN THE SUBDIVISION OF TRACT 3, CHELSEA SUBDIVISION IN SECTION 27 OF THE CITY OF WARRENTON, OREGON**

Table Option:

*The City Commission may table the request to a time and date certain to allow for additional research on the issues.*

Staff Recommendation:

Staff recommends the Commission conduct the first reading of Ordinance 1269.

**FISCAL IMPACT**

N/A

Approved by City Manager:  \_\_\_\_\_

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

ORDINANCE NO. 1269

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE VACATING A PORTION OF AN UNNAMED AND UNIMPROVED RIGHT-OF-WAY WITHIN THE SUBDIVISION OF TRACT 3, CHELSEA SUBDIVISION IN SECTION 27 OF THE CITY OF WARRENTON, OREGON

WHEREAS, The Warrenton City Commission deems it to be in the best interest of the City to vacate a portion of an unnamed and unimproved right-of-way within the subdivision of Tract 3, Chelsea Subdivision in Section 27 in the City of Warrenton, County of Clatsop, State of Oregon; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, November 14, 2023, in the Commission's Chambers at Warrenton City Hall; and

WHEREAS, due notice of time and place for said hearing was given, as by law required;

NOW, THEREFORE, the City of Warrenton ordains as follows:

**Section 1.** The public right-of-way in the City of Warrenton, Clatsop County, State of Oregon, described as:

A property description for a portion of an Unnamed Street bounding the southerly limits of the Subdivision of Tract 3, Chelsea, Book 01, Page 13, Maps of the Clatsop County Clerk, contained entirely within the NW ¼ of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, County of Clatsop, State of Oregon.

To Wit: that portion of said Unnamed Street which is westerly of a southerly projection of the easterly line of Lot 11, Block 2, of said Tract 3, Chelsea as recorded in PLA Deed No 202108571, and as shown on Clatsop County Survey No 13890, Records of the Clatsop County Clerk.

is hereby vacated. Nothing contained herein shall cause or require the removal or obstruction of any drainage ditch, abandonment of any sewer, water main conduit, utility line, pole or any other thing used or intended to be used for any public service.

**Section 2.** The City Recorder of the City of Warrenton is hereby ordered to make this

vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

**Section 3.** This ordinance will take effect thirty (30) days after its adoption by the Warrenton City Commission.

Adopted by the City Commission of the City of Warrenton, Oregon this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

First Reading: November 14, 2023

Second Reading:

APPROVED:

\_\_\_\_\_  
Henry A. Balensifer, III, Mayor

ATTEST:

\_\_\_\_\_  
Dawne Shaw, City Recorder



---

## AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Esther Moberg, City Manager

DATE: 11/14/2023

Requesting permission to hire a lobbyist to pursue federal funding and grants for the Wastewater Treatment Plant. We are trying to leverage where possible federal and state funding before going out for a new bond in 2026. A lobbyist would help us pursue funding. Every resource we can use to bring in money will save our community and taxpayers. The request is for \$5,000 this year, \$50,000 next year with possible budgeting thereafter. We need to start now if we are going to have funding in place for our 2026/2027 new wastewater treatment plant project.

### RECOMMENDATION/SUGGESTED MOTION

*I move the City approve hiring a lobbyist to pursue funding for the wastewater treatment plant, helping the city try to secure grants, earmarks, and/or forgivable loans for our future project.*

### ALTERNATIVE

### FISCAL IMPACT

This would be allocating \$5,000 in budget this fiscal year (previously unbudgeted), and \$50,000 next fiscal year.

Approved by City Manager:

---



Porter Wright Morris & Arthur LLP  
2020 K Street, NW  
Suite 600  
Washington, DC 20006  
202.778.3000

[porterwright.com](http://porterwright.com)

porterwright

OUR PROPOSAL TO  
**City of Warrenton,  
Oregon**

Henry Balensifer III  
Mayor

Esther Moberg  
City Manager

# Table of Contents

PROPOSAL FOR THE CITY OF WARRENTON 2  
ATTORNEY PROFILES..... 4

---

# Proposal for the City of Warrenton

## Overview

Thank you for contacting Porter Wright Morris & Arthur LLP regarding representing the City of Warrenton. We have significant experience working on state and federal grants and appropriations. We want to put that experience to work on behalf of Warrenton.

We understand Warrenton is seeking up to \$28,600,000 to build a new wastewater treatment plant to begin construction in 2026. Warrenton seeks approximately \$10,000,000 from state and federal sources but wants more.

We would be excited to represent Warrenton in this matter—to help identify and apply for federal and state grants and represent the city before Congress and executive branch agencies as necessary to obtain the requested funding.

## Our Background

The primary team responsible for representing Warrenton would comprise three experienced members of our team, all partners at our firm: Adrian Snead, Scott North, and Matt Lapin.

- Adrian served as counsel to U.S. Senator Jeff Merkley (D-OR) from 2014-2017. He worked with constituents across Oregon, including towns and counties, to help secure appropriations, support other policy objectives, and generally work as a liaison between Oregon and Washington, DC, for Oregonians. He continues to have direct contact with Senator Merkley and his staff and understands the appropriations process.
- Scott commits a substantial portion of his practice to economic development. He has represented both private-sector and public-sector clients. In various circumstances, he has secured grants, tax abatements, tax credits, loans, infrastructure, zoning, and regulatory approvals for clients. He has had multiple matters involving municipal wastewater and sewer arrangements and funding.
- Matt helps businesses of all sizes navigate federal grants and loans, understand economic development opportunities, and helps clear regulatory hurdles for his clients. Matt has over two decades of experience serving as in-house, government, and external legal counsel, providing advice on a range of Federal legal and regulatory issues, including extensive experience in assisting clients seeking to apply for and comply with various Federal loan and grant programs.

Attached for your review are our full biographies.

## Our Plan

When we work with our clients, we do so as a team. We will collaborate with you and your team to help us design the right strategy for Warrenton's needs. We will help the city identify opportunities available through Federal and state agencies, represent the city before federal agencies if necessary, and collaborate with Oregon's congressional representation and the U.S. Senate and U.S. House appropriations committees to obtain funding for the wastewater project. We will also assist with grant applications.



CITY OF WARRENTON, OREGON  
OCTOBER 17, 2023



While we can assist with State grants, we do not anticipate conducting state-level lobbying. If it became necessary for us to do so, we would only undertake state-level lobbying efforts with your express permission.

**Fees**

Our standard rates for this type of engagement are \$10,000 to \$25,000 a month. However, we can offer public entities a significant discount. Therefore, we would conduct the described work for flat rate of \$5,000 for the remainder of 2023 and then \$5,000 a month thereafter with a cap of \$50,000 for all 12 months of 2024, cancellable with 30 days' notice after a minimum three-month commitment period (January 1 thru March 31, 2024).

**Conclusion**

We look forward to being your partner and using our expertise on Warrenton's behalf.

Sincerely,

Porter Wright Team

# Attorney Profiles



# Adrian F. Snead

*partner*

Adrian is a partner in the Washington, D.C. office and a member of the firm's Government & Regulatory Affairs and Litigation Practice Groups. He has over a decade of experience in all three branches of government, as a litigator, and as a corporate counsel to a Fortune 10 technology company. His practice focuses on government and regulatory challenges, complex litigation, and emerging industries such as cloud computing and cannabis.

## Adrian believes in partnering with his clients and diving deep to understand their businesses, goals and legal needs.

With a bias for action, he delivers maximum value through innovative and efficient solutions. Adrian helps clients see around corners to protect their business and maximize opportunities.

Adrian's leading experience is in litigation, the legislative process, political strategy, and policy development and analysis. He counsels clients on how to work with the federal government, primarily congress and the executive branch. Adrian focuses on appropriations, emerging technology, homeland security, military and veterans' affairs, privacy policy, and cannabis banking and reform.

He also advises clients on and litigates complex business and contract disputes, conflicts with foreign sovereigns, white collar defense, and national security matters. Adrian's experience includes work in federal and state civil and criminal trials, domestic and international arbitrations, and mediations. He was part of the trial team that claimed victories over Guatemala and Iraq in both international and domestic fora. Adrian has represented a wide array of clients from government contractors to former CIA station chiefs.

### Policy strategy and advocacy

Adrian served as counsel and foreign policy advisor to U.S. Sen. Jeff Merkley (D-Ore.), holding a Top Secret clearance. He handled portions of the Senator's Appropriations and Banking committee assignments. Adrian

### CONTACT

asnead@porterwright.com  
202.778.3023  
www.porterwright.com

Pronouns: he / him / his

2020 K Street, NW  
Suite 600  
Washington, DC 20006

### EDUCATION

The George Washington University  
Law School, J.D., 2011

The University of Texas at Austin,  
B.A., *with high honors*, 2006

### LANGUAGES

- Spanish, *proficient*

### SERVICES

#### Government & Regulatory Affairs

- Legislative advocacy and drafting
- Regulatory advocacy and drafting

#### Litigation

- Arbitration and mediation
- Class actions, mass torts and MDLs
- Commercial litigation
- Non-competition and trade secrets litigation
- Unmanned and autonomous systems (Drones and driverless vehicles)

also served as the Personal Representative of the Member (PRM) to the Senate Foreign Relations Committee and as Senator Merkley's Military Legislative Assistant, handling all military and national security issues for the office. In that role, Adrian traveled extensively with Senator Merkley as part of international congressional delegations to conduct oversight of international programs and engage diplomatically with foreign governments. His portfolio also included cannabis banking and reform, privacy, civil rights, criminal justice, veterans, immigration, campaign finance, and international sanctions.

Adrian had a proven track record of drafting important legislation, building bipartisan, bicameral coalitions, and passing legislation through the Senate. In his time with Sen. Merkley, Adrian helped draft the Senate Democrats' marquee civil rights legislation—the Equality Act of 2015. Adrian was principally responsible for drafting the Marijuana Businesses Access to Banking Act of 2015, SAFE Banking Act of 2017, and several cannabis-related appropriations amendments. He also founded the Senate Staff Working Group on Cannabis Reform and worked with federal agencies, including the Department of Defense, the Department of Veterans Affairs and the Justice Department to sway policy.

Adrian serves as a lecturer at The University of Texas System's Archer Center, which brings students from across the System to Washington for courses and internships. Adrian teaches a section on Congress and the legislative process.

Adrian was the lead counsel reviewing and editing several congressional amicus briefs that Sen. Merkley led. These include *Hively v. Ivy Tech Community College* in the U.S. Court of Appeals for the Seventh Circuit, arguing that LGBTQ status is included under the definition of "sex" in Title VII of the Civil Rights Act of 1964, and *The New York Times Company v. United States Department of Justice* in the Second Circuit, arguing for release under the Freedom of Information Act of a number of Department of Justice Office of Legal Counsel memoranda related to targeted drone strikes, including one that involved strikes against American citizens.

#### **National security matters**

As a judicial law clerk to the Honorable Royce C. Lamberth of the U.S. District Court for the District of Columbia, Adrian held a Top Secret/SCI security clearance to handle national security cases. He drafted dozens of opinions and orders resolving motions in criminal, civil and national security cases. These included issues ranging from discovery disputes to Guantanamo Bay detainees' access to counsel.

During law school, he served as a White House intern in the Domestic Policy Council and spent over a year interning at the Department of Justice in both the civil rights and criminal divisions.

As a first-generation American, Adrian takes pride in civil rights work and supporting minority communities facing difficult legal issues. He is a longtime member of the Hispanic National Bar Association.

**SERVICES (CONTINUED)**  
**Investigations, White Collar  
 Defense & Shareholder Litigation**  
**Cannabis**

## REPRESENTATIVE MATTERS

### Litigation

- Represented a plaintiff government contractor in *Wye Oak Technology, Inc. v. Republic of Iraq and Ministry of Defense of the Republic of Iraq*, a breach of contract case against the post-Saddam Iraqi government; client received an approximate \$89 million award after a bench trial
- Represented more than two dozen members of the U.S. House and U.S. Senate in an amicus brief in *Hemp Industry Association, et al. v. Drug Enforcement Administration, et al.*, a Ninth Circuit appeal of U.S. Drug and Enforcement Administration rulemaking related to hemp
- Represented approximately 600 plaintiffs in a Louisiana environmental tort mass action against a landfill and the local parish
- Represented a plaintiff illegally imprisoned for nearly three years in a 42 U.S.C. § 1983 civil rights case against the District of Columbia
- Represented a plaintiff in a medical malpractice case where a hospital stereotyped a young African American male and provided substandard treatments, resulting in lifelong paralysis
- Represented a defendant in a federal white collar criminal matter
- Represented a billion-dollar government contractor in a multimillion-dollar business conspiracy case, which ended with a favorable settlement for the client
- Represented a plaintiff in a business dispute among partners, which resulted in a successful mediation
- Represented a New York real estate investor in an International Chamber of Commerce (ICC) arbitration related to a faulty HVAC system, which ended with a favorable settlement for the client
- Represented three senior ex-CIA officers as plaintiffs in an arbitration against a billionaire involving breach of contract related to Iraqi oil, which resulted in a favorable award for the clients
- Represented a plaintiff in *Railroad Development Corporation v. Republic of Guatemala*, the first investor-state arbitration brought pursuant to the Central American Free Trade Agreement and heard at the World Bank's International Centre for the Settlement of Investment Disputes (ICSID), which ended with favorable award for the client

### BAR ADMISSIONS

- District of Columbia
- New York
- Texas
- U.S. District Court for the District of Columbia
- U.S. District Court for the Southern District of New York

### PRESENTATIONS

- "What Corporate Counsel and Investment Counsel Need to Know About Structuring Deals and Financing" New York State Bar Association Annual Meeting and Expo, Jan. 28, 2020
- "Hemp, CBD Oil and the Farm Bills of 2014 and 2018," Credit Union National Association BSA/AML Certification Conference, Nov. 21, 2019
- "The Money Problem: Banking and Investing in Cannabis," Business Insurance Cannabis & Hemp Conference, Oct. 24, 2019
- "In Legal Limbo: Federal Cannabis Laws at the Crossroads," American Bar Association Conference, Sept. 19, 2019

- “Cannabis and Hemp Banking,” National Credit Union Administration Examination Issues Forum: Federal Update, Aug. 6, 2019
- “State Cannabis Legalization: Today and Tomorrow,” National Association of State Credit Union Systems, June 2019
- “Current Issues in Cannabis Law and Policy,” American Bar Association Cannabis Law & Policy Committee Symposium, May 2019
- “Cannabis Law & Policy Discussion,” Cannabis World Congress and Business Expo, June 2017

## PUBLICATIONS

- “Banking marijuana business: A primer on this emerging field,” *The Judges' Journal*, American Bar Association, January 2021
- “Accounts that go up in smoke: To bank or not to bank,” *The Marijuana Industry*, American Bar Association, Jan. 22, 2020
- “Bitten by a police dog, shot by a police officer, and sexually assaulted by a corrections officer,” Short Circuit Podcast Ep. 112, Institute For Justice, Aug. 2, 2019

## PROFESSIONAL ASSOCIATIONS

- American Bar Association, Committee on Cannabis Law & Policy, Vice Chair, 2019–2022
- Hispanic National Bar Association
- Hispanic Bar Association of the District of Columbia

## HONORS | AWARDS

- National Law Journal, Hill Hot List, 2015

## COMMUNITY

- Hispanic National Bar Association & Alliance of Latino Leadership & Policy, Presidential Appointments Vetting Committee, 2020 and 2021
- Winchester Unit Owners Association, President, 2020-2022
- GW Latino Law Alumni Association, Board Member, 2015-present
- Hispanic National Bar Association, Annual Convention Career Fair, Co-Chair, 2014
- Hispanic Law Students Association, Vice President, 2009-2011



# Scott E. North

*partner*

Scott is a recognized client advocate in litigation, alternative dispute resolution and regulated matters. He chairs the firm's Government and Regulatory Affairs Practice and is a member of firm leadership. His practice concentrates in complex civil litigation, economic development, and government and regulatory affairs.

## Litigation

A seasoned litigator, Scott has successfully tried and resolved cases in all types of venues, including appeals at both the federal and state levels. His litigation experience includes representing and counseling clients in the following areas:

- Insurance coverage
- Intellectual property litigation
- Environmental matters
- Class actions
- Toxic torts
- Product liability
- Professional liability
- Securities
- Sports law
- Business competition
- Tax

Scott has also worked to improve the efficiency of the legal system, serving several years on the Ohio Supreme Court Task Force on Commercial Dockets, by appointment of the Chief Justice of the Supreme Court of Ohio.

## Government & Regulatory

Scott assists clients with a wide array of matters in the governmental realm, including regulatory matters, economic development, legislative

## CONTACT

snorth@porterwright.com  
614.227.2087  
312.756.8519  
www.porterwright.com

41 South High Street  
Suites 2800 - 3200  
Columbus, OH 43215

321 North Clark Street  
Suite 400  
Chicago, IL 60654

## EDUCATION

University of Virginia School of Law,  
J.D., 1983

University of Michigan, A.B., *with  
distinction*, 1980

## SERVICES

### Government & Regulatory Affairs

- Economic development, incentives and grants
- Regulatory advocacy and drafting
- Legislative advocacy and drafting
- Government contracts
- Election law representation
- Public entity representation
- Zoning

matters, public bid challenges and elections matters. His experience lends a balanced understanding of needs and opportunities that often bridge the public and private sectors.

Scott is a recognized leader in the regulatory and economic development areas. During 2007 and early 2008, Scott served as the Ohio Governor's Special Representative on Regulatory Reform. In that capacity, he created and implemented the Governor's Advantage Ohio regulatory reform initiative to improve Ohio's business climate, including the Governors' Common Sense Business Regulation effort. Scott presently serves as the Columbus City Council's appointee to Columbus Next Generation Corporation, the city's nonprofit economic development entity. In that capacity, he contributes his experience to the city's most significant economic development challenges.

### BAR ADMISSIONS

- Ohio
- Illinois
- District of Columbia (inactive)
- U.S. Court of Appeals for the Seventh Circuit
- U.S. District Court for the District of Columbia
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Central District of Illinois
- U.S. District Court for the Northern District of Ohio
- U.S. District Court for the Southern District of Ohio

### PRESENTATIONS

- "Cleveland Post-COVID-19: What's Next for our Business Community?" Porter Wright, June 25, 2020
- "Hot Topics in Insurance Coverage Law," Ohio Insurance Institute Continuing Legal Education Symposium, March 3, 2020

### PUBLICATIONS

- "Ohio employers must solve their workforce problem," *Dayton Business Journal*, May 1, 2015

### PROFESSIONAL ASSOCIATIONS

- Columbus Bar Association, Homeless Project
- Ohio State Bar Association

### PUBLIC SERVICE

- Governor's Special Representative on Regulatory Reform, 2007-2008

### HONORS | AWARDS

- *The Best Lawyers in America*®
- Ohio Super Lawyers
- Martindale-Hubbell®, AV Preeminent

### SERVICES (CONTINUED)

#### Litigation

- Arbitration and mediation
- Class actions, mass torts and MDLs
- Commercial litigation
- E-Discovery
- Intellectual property litigation
- Non-competition and trade secrets litigation
- Insurance litigation
- Environmental litigation
- Financial services litigation

#### Environmental

- Chemicals industry

#### Intellectual Property

- Advertising, false advertising, unfair competition and product claims
- Enforcement, disputes and litigation

#### Business Competition, Advice & Litigation

- Competitive interference claims
- Non-compete, non-solicitation, non-recruitment and non-disclosure agreements
- Non-competition and trade secret counseling and litigation

#### Energy

- Clean energy
- Oil and gas
- Renewable energy and sustainability initiatives

#### Business Growth & Operation

- Compliance, including antitrust, licensing and franchising
- Chemicals

#### Automotive & Mobility Emerging Technologies

- Government relations, legislative advocacy and regulatory affairs



- Ohio Chemistry Technology Council, Excellence in Public Service Award, 2007

## COMMUNITY

- Columbus Next Generation Corporation, Board Member
- Ohio Supreme Court, Task Force on Commercial Dockets
- Judicial Screening Panel
- Gubernatorial Transition Team
- Greater Columbus Chamber of Commerce, Infrastructure Steering Committee
- The Ohio State University Michael E. Moritz College of Law, Adjunct Instructor

## SERVICES (CONTINUED)

### Health Care

- Regulatory and legislative advice

### Financial Institutions

- Financial services litigation

### Real Estate

- Economic development incentives
- Zoning, annexation and land use planning

### Reinsurance Litigation & Arbitration



# Matthew D. Lapin

partner

Matt has more than two decades of experience in international transactions and international trade law as external counsel, in-house counsel and counsel to a government corporation. He focuses on anti-corruption, export controls, sanctions, customs and corporate compliance. He is well-versed in the details of export controls compliance with respect to the International Traffic in Arms Regulations (ITAR), the U.S. Export Administration Regulations (EAR) and the U.S. Department of Energy (DOE), as well as the various embargo and sanctions programs administered by the Office of Foreign Asset Controls (OFAC) and their counterpart agencies in the U.K., E.U. and other jurisdictions. Matt also provides advice and counsel on a range of U.S. customs and tariff issues, such as classification, valuation, and country of origin, including protests and appeals before U.S. Customs and Border Protection (CBP).

Matt has served as trade compliance counsel to U.S. and non-U.S. headquartered Fortune 500 companies, and multinational energy, medical products, pharmaceutical, utilities and aerospace companies. In addition to providing regular counseling on economic sanctions, export controls and customs laws, he also conducts and assists clients with internal investigations, disclosures, and communications with OFAC, DOE, the Department of Defense, Department of Commerce, Bureau of Industry and Security (BIS) and Department of State, Directorate of Defense Trade Controls (DDTC) and the Committee on Foreign Investment in the United States (CFIUS).

In addition, Matt advises on the Foreign Corrupt Practices Act (FCPA) and a variety of other domestic and international anti-bribery laws. He has developed programs, processes, conducted investigations and provides training for clients on compliance issues and regularly leads due diligence efforts in the context of cross-border mergers, acquisitions and divestitures.

Matt also regularly advises on issues involving international supply-chain, including anti-forced labor and conflict minerals regulations, and U.S. domestic content requirements for Federal programs and incentives, including those under the Buy America Act, Buy American Act and Inflation Reduction Act.

## CONTACT

mlapin@porterwright.com  
202.778.3030  
www.porterwright.com

Pronouns: he / him / his

2020 K Street, NW  
Suite 600  
Washington, DC 20006

## EDUCATION

American University Washington  
College of Law, J.D., *cum laude*,  
1999

University of California, Irvine, *cum  
laude*, B.A., 1996

## SERVICES

### International Business & Trade

- Foreign Corrupt Practices Act and anti-bribery laws
- Foreign direct investment
- International trade compliance

### Business Growth & Operation

- Corporate governance

### Investigations, White Collar Defense & Shareholder Litigation

### Automotive & Mobility Emerging Technologies

- International trade

## BAR ADMISSIONS

- District of Columbia
- California (inactive)

## PRESENTATIONS

- “E-Mobility, Renewable Energy & Site Selection,” German Federal Ministry for Economic Affairs and Climate Action (BMWK) Market Development Program for SMEs, German-US E-Mobility Trade Mission, June 30, 2023
- “Import and Export Control and Sanctions Compliance,” Association of Corporate Counsel Northeast Ohio, Sept. 29, 2022
- “Working with UFLPA’s Interagency Forced Labor Enforcement Task Force (FLETF) Amid an Intensified Enforcement Landscape: What they are Looking for and How to Foster Positive Working Relationships,” Advanced Forum on Import Compliance & Enforcement, Nov. 8, 2022
- “An In-Depth Guide to Russia Sanctions: A Complete Review of Key Restrictions, Enforcement Actions, Critical Updates and Their Aftermath,” European Forum on Global Economic Sanctions, June 7, 2022
- “Overview of U.S. and Multinational Sanctions on Russia,” Southwest University of Political Science and Law (SWUPL) Club, March 2, 2022
- “Overview of U.S. Export Controls and Economic Sanctions,” Southwest University of Political Science and Law, Jan. 16, 2022
- “US Export Controls: Current Events & Future Trends,” Greater Columbus Chinese Chamber of Commerce, Nov. 4, 2021

## PROFESSIONAL ASSOCIATIONS

- The District of Columbia Bar
- The State Bar of California
- American Bar Association, Section on International Law
- Society for Corporate Compliance and Ethics

## SERVICES (CONTINUED)

### Mergers & Acquisitions

- Mergers and acquisitions, and other regulatory matters

### Financial Institutions

- Representation of financial institution regulatory agencies
- Mergers and acquisitions, and other regulatory matters



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Don Beck, Interim Harbormaster  
 DATE: November 14, 2023  
 SUBJ: Hammond Marina Bank Stabilization – Notice of Intent to Award Bid

## SUMMARY

North Coast Civil Design has completed the process of collecting bids for the Hammond Bank Stabilization project on behalf of The City of Warrenton. Big River Construction was the only company to submit a bid. Upon review of the bid package submitted, it is recommended that Big River Construction be awarded the project in the amount of \$147,640.00.

Please see the attached recommendation letter from North Coast Civil Design and the Schedule of Contract Prices.

## RECOMMENDATION/SUGGESTED MOTION

*"I move to approve Notice of Intent to Award contract to Big River Construction, Inc, for the Hammond Bank Stabilization project."*

## ALTERNATIVE

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

## FISCAL IMPACT

The approved 2023-2024 budget has \$200,000 allocated to this project.

Approved by City Manager: \_\_\_\_\_

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



October 23, 2023

City of Warrenton  
**Attn: Don Beck, Interim Harbor Master**  
555 NE Harbor PL  
Warrenton, OR 97146

**Re: Recommendation for Bid Award for Hammond Marina Bank Stabilization Project  
NCCIVIL Project No. 23006War**

Dear Mr. Beck:

There were 3 prime plan holders for the above referenced public works project. Since this was an Intermediate Procurement Project, the bid opening was on October 18, 2023, at 2:00 PM, at which time there was 1 bid submitted.

Upon review of the bid package submitted, we recommend that the project be awarded to Big River Construction, Inc, for the calculated amount of \$147,640.00. The Engineer's Opinion of Probable Construction Cost for this project is approximately \$137,000.00. Upon your authorization, we will issue the required Notice of Intent to Award the contract to the lowest responsive bidder identified above. Notwithstanding any bid protests that might be submitted within seven days from after the date of the Notice of Intent to Award the contract, we will then award the contract to the lowest responsive bidder identified above.

If you have any questions, regarding this project or the bid process, please feel free to call at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Ayers".

Kyle Ayers, P.E.  
Project Manager

encls: Bid Tab  
cc: Project File

**SCHEDULE OF CONTRACT PRICES**

<b>Base Bid</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost (figures only)</b>	<b>Total for Item (figures only)</b>
1	Mobilization, Traffic Control & Flagging.	1	LS	11,000.00	11,000.00
2	Protection of Existing Asphalt and Concrete Work.	1	LS	1,200.00	1,200.00
3	Excavate Existing Organics and Debris. Compact Remaining Sloughed Material to a consistent grade. City will direct disposal of Organics and Debris on site. (563' x 3' x 4')	250	CY	30.00	7,500.00
4	Excavate Key Trench at base of new riprap. City will direct disposal of Organics and Debris on site. (At Engineer's direction)	190	CY	40.00	7,600.00
5	Furnish and Install 4"-0" Well Graded Crushed Rock (2' thick) per plan details to provide a uniform surface. (563' x 5' x 2.83')*	295	CY	68.00	20,060.00
6	Furnish and Install Geotextile Fabric per manufacturer and ODOT recommendations.*	1,000	SY	5.20	5,200.00
7	Furnish and Install Logs keyed into Riprap (minimum 2 per 100 LF of bank stabilized) per plan details. (At Engineer's direction)*	10	EA	83.00	830.00
8	Furnish and Install Class 200 Riprap (minimum 3' thick) and 4' Key Trench per ODOT specifications and plan details. Riprap will be thicker in some locations to provide a uniform and consistent slope. (563'x4.25'x10') (At Engineer's direction)*	890	CY	95.00	84,550.00
9	Install Willow Stakes (Willows are available on site) per plan details. (Area of bank stab.) (563'/4 x row of 3 willows)*	425	EA	4.00	1,700.00
10	Erosion and Sedimentation Control, Stormwater Management, and monitoring per Attached Permit.	1	LS	8,000.00	8,000.00
<b>COMPUTED TOTAL FOR BASE BID &gt;</b>					<b>147,640.00</b>

\*Quantity of materials to be determined by actual invoices and truck count & weights of materials delivered to site.

The following documents are attached to and made a condition of this bid:

- a. ~~The required Bid Security enclosed with the Bid Form.~~
- b. The First-Tier Subcontractor Disclosure Form submitted in a separate envelope within two hours after the date and time of the bid opening.
- c. This Bid Form.

**CITY OF WARRENTON  
CONTRACT FOR GOODS AND  
SERVICES**

CONTRACT:

This Contract, made and entered into this 14 day of November 2023, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Big River Construction 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: Hammond Marina Bank Stabilization)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated October 18, 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 \$147,640.00 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing Hammond Marina Bank Stabilization 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](mailto: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 Don Beck, Interim Harbormaster.

5. CONTRACTOR'S REPRESENTATIVE

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

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 disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.



10. NONWAIVER

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





## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Greg Shafer, Public Works Director  
 DATE: November 14, 2023  
 SUBJ: Hammond Transmission Waterline- Contract Amendment

### SUMMARY

On July 27th, 2023, the City awarded a contract to Consor North America, Inc. for design, project management, survey, permitting and construction management services for the Hammond Transmission Waterline. The City has previously secured funding for a portion of the project development. This funding is from the US Environmental Protection Agency's Drinking Water State Revolving Fund administered by the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (OBDD). This contract amendment adds the required contract clauses for projects funded by Safe Drinking Water Financing and provides clarification and management of the Labor Standard requirements for this project.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve the attached Change Order #1 -Contract Amendment with Consor North America, Inc, increasing the not-to-exceed contract amount from \$411,920.00 to \$426,831.00.*

### ALTERNATIVE

1) None recommended

### FISCAL IMPACT

The approved 2023 budget has \$2,645,000 allocated to this project.

Approved by City Manager: \_\_\_\_\_

**City of Warrenton**  
**Project: Hammond Transmission Waterline**

**Contract Section**  
**Change Order Form**

**Change Order No. 1**

Date of Issuance: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Owner: <b>City of Warrenton</b>	
Project: <b>Hammond Transmission Waterline</b>	City Project #: 029-430-620075
Engineer: Consor North America, Inc	Engineer's Proj #:
Contractor:	Contractor's #:
Original Contract: \$411,920.00	Notice to Proceed Date:
City Project Manager: Greg Shafer, Public Works Director	
Project Location: <b>Phase 1 will begin at NW 13th Street, along State Highway 104, to Seventh Ave.</b>	

*The Contract Documents are modified as follows upon execution of this Change Order*

Description: Increasing the original contract not-to-exceed price from \$411,920.00 to \$426,831.00

**Work shall include:**

1. Amendment of scope of work to Task #7- adding in 7.9 Labor Standards Compliance Monitoring
- 2.
- 3.
- 4.

Original contract times:  Working days  Calendar days  
Extend contract days \_\_\_\_\_ Original contract time n/a New contract days n/a

Substantial Completion Date:

This will require substantial completion by:

**Attachments: Amendment No. 1 Scope of Work**

Current Contract Price:	\$411,920.00
Increase of this Change Order:	\$14,911.00
Contract Price incorporating this Change Order:	\$ 426,831.00

The above prices and specifications of the change order are satisfactory and are hereby accepted. This change order amount and extension of time constitutes total compensation for the change, including compensation for all impacts and delays relating to the change and their cumulative effect on the project to date. All work shall be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

RECOMMENDED

ACCEPTED:

ACCEPTED:

Engineer signature

Contractor signature

Owner Signature/Title

Date:

Date:

Date:

Approved by Funding Agency (if applicable):

Agency:

Title:

Date:

**Project Status Form**

Owner: **City of Warrenton**  
 Project: **Hammond Transmission Waterline**      0      City Project #: 029-430-620075  
 Engineer: Consor North America, Inc      0      Engineer's Proj #: 0  
 Contractor: 0      0      Contractor's #: 0  
 Original Contract: \$411,920.00      0 Notice to Proceed Date:  
 City Project Manager: Greg Shafer, Public Works Director  
 Project Location: **Phase 1 will begin at NW 13th Street, along State Highway 104, to Seventh Ave.**

CO	Change Order Amount/ Allowance Amt.	C.O. Days	Commission Date	REASON FOR CHANGE
	New Contract Amount	New Total	New Comp. Date	
#1	\$ 14,911.00	0		Amendment to Scope of Work to Task #7- to include 7.9 Labor Standards Compliance Monitoring.
	\$426,831.00	n/a	n/a	
#2				
#3				
#4				
#5				
#6				
#7				
#8				
<b>Project Summary</b>				
	Contract amount	Contract days	Completion Date	
	\$ 426,831.00	n/a	n/a	

AMENDMENT ONE TO  
CITY OF WARRANTON  
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Amendment One to City of Warrenton Contract for Professional Consulting Services (“Amendment”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Warrenton, an Oregon municipal corporation (the “City”) and Consor North America, Inc., a [state of incorporation and entity type] (“Consultant”), both of which may be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

Parties executed that certain City of Warrenton Contract for Professional Consulting Services (“Agreement”) on June 27, 2023, in order for the City to secure certain engineering services in connection with the Hammond Transmission Waterline. Capitalized words used but not defined herein have the meaning set forth in the Agreement. The Parties now desire to amend the Agreement in order to incorporate certain terms and conditions that are required by a source of City’s project funding, the Safe Drinking Water Revolving Loan Fund.

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

AGREEMENT

1. Amendment. The Agreement is hereby amended as follows:

a. The Parties include a Section 1.C, as follows:

“C. CONSULTANT shall comply with all requirements set forth in Required Contract Clauses for Projects Funded by Safe Drinking Water Financing (“Exhibit C”).”

b. The Parties shall include a new “Exhibit C: Required Contract Clauses for Projects Funded by Safe Drinking Water Financing” as an exhibit to the Agreement, attached hereto.

c. “Hammond Transmission Waterline\_ Exhibit A-Scope of Work\_06-05-2023” (Exhibit A) is hereby deleted in its entirety and replaced with “Hammond Transmission Waterline\_ Exhibit A-Scope of Work\_Rev-1” (Exhibit A, Rev. 1), attached hereto.

d. [The Parties include a new Section 25, as follows:

“25. CONSULTANT IS LABOR STANDARDS REQUIREMENTS MANAGER  
For the purpose of providing clarity in connection with City’s safe drinking water revolving loan financing, the parties agree that Consultant shall manage the Labor Standards Requirements for this project. Consultant shall specifically and separately note any expenses associated with this task in any invoices that it provides to the City.”]

2. Interpretation; Remaining Terms. From and after the effective date, “Agreement” means the original Agreement as amended. 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 Agreement which, the Parties acknowledge and agree, remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the effective date.

City of Warrenton

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant  
Consor North America, Inc.

By:  \_\_\_\_\_

Printed Name: David Stangel \_\_\_\_\_

Title: Executive Director III \_\_\_\_\_



## Exhibit C

### Required Contract Clauses for Projects Funded by Safe Drinking Water Financing

The Parties understand and agree that City has received certain safe drinking water revolving loan financing from the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority, in connection with this project. In order to comply with its Safe Drinking Water Revolving Loan Fund Financing Contract and other legal requirements, the City must include the following terms in all associated personal service contracts, including this Agreement. In case of a conflict between the terms of this Exhibit C and the Agreement, the terms of this Exhibit C shall take precedence:

#### 1. **SAM Registration**

All entities that enter into contracts with a Safe Drinking Water Revolving Loan Fund recipient (i.e. contractors) must have a SAM Registration. The links below can be provided to contractors if they have not already addressed this requirement.

**SAM Registration:** <https://www.sam.gov/SAM/>

NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed

#### 2. **Source of Funds**

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

#### 3. **Whistleblower** (language to also be included in all subcontracts)

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

#### 4. **Non Discrimination**

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

#### 5. **Termination for Cause and for Convenience & Breach of Contract**

Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

#### 6. **Intellectual Property** (language to be included in all contracts:)

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

#### 7. **Inspections; Information** (language to also be included in all subcontracts)

Contractor shall permit, and cause its subcontractors to allow *[insert name of water system Owner]*, the State of Oregon, the federal government and any party designated by them to:

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

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

**8. American Iron Steel** (language to also be included in all subcontracts)

The Contractor acknowledges to and for the benefit of the City (“Water System”) and the State of Oregon (the “State”) that subsequent construction activities funded under this agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”). The Contractor hereby represents and warrants to and for the benefit of the Water System and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, and (b) all engineering design, plans and specifications, and cost estimates shall facilitate compliance with the American Iron and Steel Requirement. While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**9. Build America Buy America Act (BABA)** (language to also be included in all subcontracts)

The Contractor acknowledges to and for the benefit of the City (“Owner”) and the State of Oregon (the “State”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, any damages owed to the State by the Owner). If the Contractor has no direct contractual privity with the State, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**10. Prohibition on the Use of Federal Funds for Lobbying** (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000)

---

(form follows)

**CERTIFICATION REGARDING LOBBYING**

(Awards to Contractors and Subcontractors in excess of \$100,000)


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

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

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

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

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

Signed  \_\_\_\_\_  
DocuSigned by:  
3FEB9BF251E34E1...

Title Executive Director III

Date 9/14/2023 | 1:24:40 PM EDT

**EXHIBIT A**

**AMENDMENT NO. 1**

**SCOPE OF WORK**

**HAMMOND TRANSMISSION WATERLINE PROJECT**

**CITY OF WARRENTON**

## **Project Understanding and Assumptions**

In June 2023, the City of Warrenton (City) executed a Contract for Professional Consulting Services with Consor (Consultant) for Design, Bid, and Construction Phase Services for the Hammond Transmission Waterline Project. The City has requested the Consultant provide services for Labor Standards Compliance Monitoring as stipulated by the City's financing contract with the Oregon Infrastructure Finance Authority of the Oregon Business Development Department.

## **Scope of Services**

Consultant will perform the following amended services. Unless otherwise indicated, the original Scope of Work Task Deliverables and Assumptions are unchanged and apply to the amended services.

### **Task 7 – Construction Phase Services**

#### **Activities**

##### *7.9 Labor Standards Compliance Monitoring*

Perform labor standards compliance monitoring as required by the City's project financing contract from the Safe Drinking Water Revolving Fund, as administered by Oregon Infrastructure Finance Authority of the Oregon Business Development Department. Tasks include, but are not limited to:

- Develop tracking documents to verify and confirm receipt of all certified payroll reports for weeks worked from Construction Contractor and all subcontractors throughout construction of the Project.
- Review weekly certified payroll reports, including the signed Statement of Compliance/Certification page, from Construction Contractor and all subcontractors.
- Request revised or corrected certified payroll reports and proof of wage payments from Construction Contractor as needed.

#### **Task Deliverables**

- Electronic PDF copies of the following documents:
  - Labor compliance monitoring forms/ reports.

## Assumptions

- The Consultant's labor hours for this Activity are based on "Phase 1" construction contract term of five (5) months as outlined in the original Project Schedule.

## Budget

The Scope of Services outlined in Amendment No. 1 will be performed on a time and expense basis with a total not to exceed amount of \$14,911. The revised total for all Services is \$426,831 (Original Contract [\$411,920] + Amendment No. 1 [\$14,911]).

## Project Schedule

No changes are made to the Project Schedule.

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

CONTRACT:

Conсор North America, Inc.

This Contract, made and entered into this 27 day of June 2023, by and between <sup>↑</sup>the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and ~~Conсор Engineering, Inc.~~, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide engineering services for the City of Warrenton, as outlined in the attached 'Hammond Transmission Waterline\_ Exhibit A-Scope of Work\_06-05-2023' (Exhibit A), and illustrated in 'Hammond Transmission Waterline\_ Exhibit A1-City Plans' (Exhibit A1).

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

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$411,920.00 for the performance of project management, data collection, document review, supplemental survey, permitting support, preliminary design, final design, bid phase services, and construction phase services for the Hammond Transmission Waterline, as outlined in 'Hammond Transmission Waterline\_ Exhibit B-Fee Estimate\_06-05-2023' (Exhibit B);

B. The CONSULTANT will submit a final invoice referencing 029-430-620075 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

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

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

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

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

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

15. INSURANCE

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

- A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTs, sub-consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products, and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.
- B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.
- C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.



D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

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

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANTS performing the same or similar services at the time CONSULTANT's services

are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: [Signature] 6/27/2023  
Henry A. Balensifer, Mayor Date

ATTEST: [Signature] 6/27/23  
Dawne Shaw, CMC, City Recorder Date

CONSULTANT:

By: [Signature] Date: 6/28/2023 | 7:18:44 P  
DocuSigned by: 5FEB9BF251E34E1...

Printed Name: David Stangel

Title: Executive Director III

# EXHIBIT A

## SCOPE OF WORK

### HAMMOND TRANSMISSION WATERLINE PROJECT

### CITY OF WARRENTON

#### Introduction

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

#### Project Understanding and Assumptions

The Hammond Transmission Waterline Project, identified as "P-1" in the City's Water Master Plan/ Capital Improvements Plan, is a critical component in addressing fire flow deficiencies and creating a large diameter transmission network throughout the water distribution system. The project includes the installation of approximately 10,000 linear feet (LF) of 18-inch (in) diameter water transmission waterline. The project begins at the existing 18-in diameter waterline on NW 13<sup>th</sup> Street cul-de-sac, proceed westward along NW 13<sup>th</sup> Street, State Highway 104, Seventh Avenue, and Sixth Avenue, until reaching Lake Drive. The new 18-in diameter transmission waterline will connect to the existing 8-in diameter waterline. To date, the City has performed the following Project activities:

- The City has assembled project design and construction contract documents and intends to utilize these documents with necessary updates/ changes made by the Consultant. The Consultant understands the City has previously coordinated with the Oregon Department of Transportation (ODOT) on plan review and received comments.
- The City has previously secured funding for a portion of the project development. This funding is from the US Environmental Protection Agency's Drinking Water State Revolving Fund administered by the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (OBDD). The Consultant understands the City wishes to complete the design/construction contract document updates for the full length of the new water transmission line but construct the project in phases. The City anticipates "Construction Phase 1" will begin at the cul-de-sac on NW 13<sup>th</sup> Street, proceed westward along NW 13<sup>th</sup> Street and State Highway 104 until reaching Seventh Avenue, connecting to the existing 8-in diameter waterline.

Based on the preceding information and the Consultant's review of the City-prepared construction drawings, the Consultant has assembled "Exhibit A1," which provides Project design and construction phase assumptions supporting the Scope of Services.

#### Scope of Services

Consultant will perform the following services.

## Task 1 - Project Management

### Objective

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

### Activities

#### *1.1 Invoices/Status Reports*

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

#### *1.2 Coordination with the City*

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

#### *1.3 Management and Coordination of Staff*

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

Conсор is committed to supporting a safe and healthy work environment for all Conсор employees by proactively providing and continually evaluating a program that ensures employees have the knowledge, training, and tools they need to identify and mitigate hazards, prevent injuries, and improve safety. During project planning a Field Safety Plan must be completed to include the scope of work and all applicable contact information for the project. The safety and health of our workforce is our priority and requires project staff to be familiar with the applicable sections of the Conсор Safety Manual and the site supervisor must complete a Pre-job safety brief to include all identified hazards and how the hazards will be removed or mitigated as directed in the Conсор Safety Manual.

#### *1.4 Coordination of Subconsultants*

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

#### *1.5 Project Meetings*

Schedule and attend the following project meetings:

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

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

## 1.6 Quality Assurance and Quality Control

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

## 1.7 Funding Program Support

As part of the project funding requirements, the City must provide an updated project cost estimate and schedule to OBDD. The City requests the Consultant provide support in assembling the required information.

## Task Deliverables

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

## Assumptions

- Task 1 includes project management activities for Design and Bid Phase Services, which assumes ten (10) month period.
- Schedule and conduct Project Kick-off meeting. This meeting will be held in-person at the City office and/or at Project site.
- Schedule and conduct monthly check-in meetings. These meetings will be held via phone or online platform (i.e., Microsoft Teams).
- Schedule and conduct Preliminary (50%) and Final (90% and 100%) Design deliverables review meetings. These meetings will be held in-person at the City office.

## Task 2 – Data Collection, Document Review, and Supplemental Surveying

### Objective

Identify, gather, and review project background information necessary to complete the Design. Perform supplemental land surveying necessary to update the City's Project Design Documents.

## Activities

### *2.1 Review City-Provided Documents*

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

- Project construction drawings prepared by the City. Documents shall be in AutoCAD drawing (DWG) and PDF formats.
- Contact information for all utilities within the project limits.
- City utility as-built/record drawings. Documents shall be in PDF format.
- City GIS mapping. Data shall include georeferenced files of all database elements for the project area.

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

### *2.2 Site Visit & Field Review*

This activity includes visiting the Project site and reviewing the proposed project design established by the City. Consultant personnel shall be guided by City personnel and provided authorized access necessary for completion of task activities. In addition to verifying the existing conditions and proposed design elements, Consultant will also identify areas that require supplemental surveying and mapping to provide topographical detail necessary for preparing the Design documents.

### *2.3 Supplemental Surveying and Mapping*

Based on results of Activity 2.2 and Consultant's independent review of the City's Project Design Documents, Consultant will prepare a plan markup and list of requested supplemental mapping for the City's review and approval. Upon receiving notification to proceed for obtaining the supplemental data, Consultant's project team partner, S&F Land Services (S&F), will perform necessary surveying and mapping services.

### *2.4 Utility Coordination*

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

Utility coordination efforts include:

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

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

## 2.5 Geotechnical Investigation

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

### *Geologic and Geohazard Data Collection*

- Gather readily available, existing geological, geotechnical, and seismic data for the Project area.
- Perform site reconnaissance, observing ground surface features, and mark location of proposed subsurface explorations.

### *Geotechnical Field Explorations*

- Perform one subsurface exploration every 2,000 feet along the proposed pipeline alignment. A total five (5) explorations are assumed, utilizing cone penetration test (CPT) pushed to depth of 30- to 60-feet or practical refusal with CPT.
- Pore pressure dissipation tests will be performed in each of the CPTs to provide an estimate of the groundwater level at the time the exploration is performed. At one location, soil samples will be obtained in a geoprobe to a depth 15 feet to help calibrate the estimated soil type from the CPT and install a standpipe piezometer to allow the City/Contractor to make additional water level measurements.

### *Geotechnical Report and Recommendations*

- Data will be collected, and engineering evaluations performed that will lead to the preparation of conclusions and recommendations for the following:
  - Physical properties and characteristics of the subsurface soils including pavement and base rock thickness, including groundwater levels.
  - Evaluation of seismic hazards including liquefaction susceptibility and estimates of peak ground displacement due to liquefaction and lateral spreading;
  - General excavation methods and types of shoring system – specific approach and design by construction contractor;
  - Assessment of groundwater control and types of groundwater control methods;
  - Subgrade preparation and pipe bedding, and;
  - Trench backfill.
- Draft data and engineering reports will be assembled for Consultant and City review and final reports issues incorporating review comments.

## Task Deliverables

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

## Assumptions

- City will provide to Consultant the data identified in Activity 2.1 within ten (10) working days of initial request.
- Supplemental Surveying & Mapping assumptions include:
  - Set survey control points as needed to locate boring holes, wetland delineations areas (performed by others). Control points shall be based on Oregon State Place horizontal datum and NAVD 88 vertical datum.
  - Locate boring holes (by S&W). Total of six (6) holes spread across project area are assumed.
  - Locate wetland delineation flags (by Mason, Bruce & Girard). Assumed four (4) distinct wetland areas spread across project area.
  - Up to three (3) days additional field work for supplemental mapping identified in Consultant's Activity 2.2.
- Consultant will contact One Call and provide utility location services as part of any supplemental survey work.
- City will contract or complete utility potholes as required to confirm depth and location of existing utilities to support final design.
- City will provide Consultant authorized access to water facilities. City personnel shall guide and accompany Consultant during site visit/field review.
- Site visit shall be attended by Consultant Project Manager and Project Engineer/Designer.
- Geotechnical Investigation assumptions include:
  - Drilling and sampling can be performed between hours of 8AM and 5PM.
  - Perform one water level measurement in the standpipe piezometer at the time of drilling; additional water level measurements will be performed by the City / Contractor.
  - Soils will not be contaminated and can be disposed of at a facility that accepts clean fill. If contaminated soils are encountered that require disposal at a landfill that accepts solid or hazardous waste, the owner and Consor will be notified, and the explorations will be halted until direction is received from the owner. Contaminated materials will be disposed of on a



time and materials basis at a regulated landfill and the exploration equipment will be decontaminated.

- Trenchless construction recommendations are not included.
- Pipelines are not located within areas of active or pre-historic landslides, or areas of high slope hazard, and slope stability analysis is not included in the scope and fee.
- ODOT Shoulder Soil Investigations are not included.

## Task 3 – Permitting Support

### Objective

Provide support for required project permitting.

### Activities

#### *3.1 Oregon DOT Utility Permit*

Given that NW Warrenton Drive and Pacific Drive are State of Oregon highways, utility permits are required for the installation, maintenance, and operation of utility facilities on state highway right-of-way and properties under the jurisdiction of ODOT. This activity includes discussions with ODOT staff, review of draft permitting materials with ODOT staff, and preparing and applying for an ODOT Permit to Occupy or Perform Operations on a State Highway.

#### *3.2 Oregon DEQ Construction Stormwater General Permit*

Based on the anticipated land disturbance for the project (> 1 acre), the Oregon Department of Environmental Quality (DEQ) requires a Construction Stormwater General Permit (1200-C). The Design documents will include erosion and sediment control plans which will be utilized as supporting documents for the DEQ permit application. This activity includes preparing a Storm Water Pollution Prevention Plan (SWPPP) and Dewatering Plan and completing the application for the Construction Stormwater General Permit.

#### *3.3 Wetlands and Waters Permitting*

Based on the Clatsop County GIS environmental layer data and the project location, the proposed waterline construction is proximate to wetlands/waterways. The Consultant's project team partner, Mason, Bruce & Girard (MB&G), shall provide wetland/waters delineation, reporting, and permitting as required by project impacts. Following is a summary of MB&G's services to be performed under this activity:

#### *Wetland and Waters Delineation*

- Conduct a site visit to determine the project's Area of Potential Impact (API) and delineate wetlands, streams, or ditches within the API. The wetland and waters delineation will be conducted in accordance with the routine on-site wetland determination methodology described in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual: Wetlands Research Program Technical Report Y-87-1, supplemented by the Western Mountain, Valleys, and Coast Regional Supplement, the Code of Federal Register (CFR) Title 33, Part 329.11, and Oregon Administrative Rules (OAR) Chapter 141, Division 85, Section 0515.

- In accordance with the USACE Wetland Delineation Manual, MB&G shall:
  - Obtain representative soil samples to assess hydric soil conditions and wetland hydrology.
  - Determine dominant vegetation for each cover class at these sampling locations.
  - Place flagging in the API to assist surveyors in mapping wetland/waters boundaries and
  - sample plot locations.

#### *Wetland and Waters Delineation Report*

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

#### *Joint Permit Application (JPA)*

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

#### Task Deliverables

- Electronic PDF copies of the following documents:

- Completed application for the Permit to Occupy or Perform Operations on a State Highway (DOT)
- Completed application for the Construction Stormwater General Permit (1200-C) including SWPPP (DEQ)
- Flag locator map for wetland/waters features and sample plot locations.
- Draft/Final Wetland Delineation Report.
- Draft/Final Joint Permit Application.

## Assumptions

- The City shall be responsible for payment of all application and permit fees.
- Wetlands and Waters Permitting Assumptions:
  - Two MB&G biologists will complete the wetland and waters delineation fieldwork for this task over 3 days, including travel. No other sites visits are included in this task.
  - Consor will provide MB&G with the final project API prior to initiating the wetland/waters delineation field work.
  - The Ordinary High-Water Mark of waters/ditches within the API will be delineated based on field indicators; a hydrologic analysis of stream gage data is not included in this task.
  - No groundwater monitoring or analysis is included in this task.
  - MB&G will perform an Oregon Rapid Wetland Assessment Protocol (ORWAP) functional assessment for wetlands within the API.
  - Additional fieldwork beyond the wetland/water delineation effort will not be required for this task.
  - Permittee-responsible wetland mitigation or plans will not be required. If necessary permanent wetland and/or waters impact mitigation will be satisfied through City purchase of environmental mitigation bank credits, in-lieu-fee, or payment in-lieu. If on-site restoration is required for temporary wetland impacts or for any temporary waters impacts, MB&G will provide a simple restoration planting list with selected species. Any formal landscape plans required for the bid package will be provided by Consor. No monitoring of restoration activities is included. If compensatory wetland/waters mitigation is addressed by use of a mitigation bank, in-lieu-fee or payment in-lieu, the City is responsible for any payment required.
  - USACE/DSL permit regulations will not change during the application phase.
  - The project will require an individual 401 Certification from DEQ.
  - The project will result in no effects on species listed under the Federal Endangered Species Act (ESA). No ESA compliance documentation will be required for the JPA.

- If cultural resource studies or documentation is required for the JPA, others on the Consor team will provide the required documentation for MB&G to include in the JPA.
- Engineering drawings, cross sections, details, impact calculations and project description support for inclusion in the JPA will be provided by Consor.
- DSL may require a permit fee, depending on the type of authorization needed, and the amount of fill or excavation to be performed in wetlands and/or waters. Payment of the DSL permit fees will be the responsibility of the City.
- The City will acquire signatures from all appropriate parties as required for completion of the JPA, including applicants, landowners, and local planning officials.
- Up to eight (8) hours of pre- and post-submittal coordination with the DSL and USACE are included in this task.
- Permit close-out inspection and reporting services will be provided under a separate contract or an amendment to this contract, if requested in the future.

## Task 4 – Preliminary Design

### Objective

Provide updated Preliminary Design documents based on the City's Project Design Documents and updates described in Task 2.

### Activities

#### 4.1 Develop 50% Design Documents

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

- **Construction Drawings** – see Construction Plan Submittal Matrix (Table 1).
- **Construction Specifications** – detailed table of contents.
- **Contract (Front-End) Documents** – detailed table of contents.
- **Engineer's Opinion of Probable Construction Costs (OPCC)** – summary of construction item quantities based on the Preliminary Design and estimated unit prices for developing an OPCC commensurate with 50% Design level.

Table 1 | Construction Plan Submittal Matrix

SHEET NAME <sup>1</sup>	SHEET COUNT	MILESTONE SUBMITTAL		
		50%	90%	100%
<b>GENERAL</b>				
Cover and Title	1	X	X	X
Symbols, Abbreviations, and Legend	1	X	X	X
General Notes	1		X	X
Project Overview Map and Survey Control	1	X	X	X
<b>CIVIL</b>				
Waterline Plans & Profiles <sup>2</sup>	12	X (Plan Only)	X	X
Water System Details	3		X	X
Traffic Control Plans	6		X	X
Traffic Control Details	1		X	X
Erosion Control Plans	6		X	X
Erosion Control Details	2		X	X
<b>TOTAL SHEETS</b>	<b>34</b>	<b>15</b>	<b>34</b>	<b>34</b>

Notes:

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

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

### Task Deliverables

- Electronic PDF copies of the Preliminary Design documents.

### Assumptions

- City will provide their standard/required Front-End Documents in Microsoft Word format. Construction Specifications will be prepared by the Consultant using Construction Specifications Institute (CSI) format, Divisions 1 through 48.
- City will provide written review comments.
- City review time is two (2) weeks from document submittal.
- City will attend and participate in Preliminary (50%) Design review meeting.
- OPCC To be completed in accordance with the Association for the Advancement of Cost Engineering International (AACE) Class 4 standards, with an expected accuracy range of +30 to -20 percent, as recommended for a preliminary design level of project definition.

## Task 5 – Final Design

### Objective

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

### Activities

#### 5.1 Develop 90% Design Documents

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

- **Construction Drawings** – see Table 1.
- **Construction Specifications** – technical specifications covering the materials and constructions included in the Construction Drawings.
- **Contract (Front-End) Documents** – front-end documents necessary for bidding by the City, including Bid Schedule.
- **Engineer's OPCC** – summary of construction item quantities based on the 90% Design and estimated unit prices for developing an OPCC commensurate with 90% Design level.

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

#### 5.2 Develop 100% Design Documents

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

- **Construction Drawings** – see Table 1.
- **Construction Specifications** – technical specifications covering the materials and constructions included in the Construction Drawings and incorporating received City comments.
- **Contract (Front-End) Documents** – front-end documents necessary for bidding by the City, including Bid Schedule, and incorporating received City comments.
- **Engineer's OPCC** – summary of construction item quantities based on the 100% Design and estimated unit prices for developing an OPCC commensurate with 100% Design level.

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

### Task Deliverables

- Electronic PDF copies of the Final Design documents.

### Assumptions

- City will provide written review comments.
- City review time is two (2) weeks from each document submittal.

- City will attend and participate in Final (90% and 100%) Design review meetings.

## Task 6 – Bid Phase Services

### Objective

Provide services during the Bid Phase.

### Activities

#### *6.1 Pre-Bid Conference*

This activity includes preparing Pre-Bid conference agenda, conducting the conference, and providing written summary of questions and comments from the conference to the City.

#### *6.2 Respond to Bidder Inquiries*

This activity includes providing written responses to bidder inquiries (Requests for Information [RFI]) during the bid phase. Activity also includes assisting the City with preparing contract addenda as needed.

#### *6.3 Review Bids and Recommend Award*

This activity includes attending the bid opening, tabulating bids, assisting in review and evaluation of bids, and providing recommendation of award to the City.

### Task Deliverables

- Electronic PDF copies of the following documents:
  - Pre-Bid Conference Meeting Agenda and Summary.
  - Response to Bidder RFIs and Addenda as required.
  - Bid Tabulation.
  - Recommendation of Award.

### Assumptions

- City will publish the Invitation for Bids and pay all costs.
- The Consultant will distribute bidding documents, responses to bidder inquiries, addenda, and maintain a plan holders list.
- For purpose of budgeting, up to ten (10) RFI responses and one (1) addendum are assumed.

## Task 7 – Construction Phase Services

### Objective

Provide engineering services during construction that include construction management as the designated City's representative, contract administration, submittal review, construction observation, and project

closeout assistance. The intent is to ensure the project is constructed in accordance with the contract documents and satisfies permit requirements.

## Activities

### *7.1 Project Management and Administration*

Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for executing the project scope. Provide monthly progress reports and invoices for the anticipated project period.

### *7.2 Construction Contract Administration*

Assist the City with construction administration duties, including coordination with the Contractor on behalf of the City. Anticipated activities include the following.

- Development and Project Manager review of Consultant construction observation reports.
- Phone conference and/or email correspondence with City Project Manager.
- Facilitate weekly construction progress meetings.
- Correspondence with permitting agencies and the Contractor.
- Provide City staff with weekly construction progress updates.
- Review and recommendation of Contractor monthly payment requests.
- Address changes to the contract and issues related to cost and/or schedule, tracking contract time, monthly review of construction progress relative to the schedule, and review of monthly progress payments.

Budget assumes 60 hours for contract administration from the time of construction Notice to Proceed through Final Inspection, including an allowance for administration support.

### *7.3 Pre-Construction Conference*

Coordinate and conduct pre-construction conference, prepare meeting agenda, and distribute meeting summary.

### *7.4 Submittal Review*

Receive, review, and log contractor submittals and shop drawings for conformance to the design requirements of the project. Provide draft review comments to City for substitute and “or-equal” items proposed for use by Contractor. Budget assumes up to eight (8) submittals and two (2) resubmittals (total of 10 submittals) will be reviewed.

### *7.5 Construction Engineering*

Respond to Contractor Requests for Information (RFIs) and issue necessary clarifications or interpretations of the contract documents. Review Contractor requests for change orders, prepare change orders as needed, and solicit signatures from all parties. Budget assumes up to six (6) RFI responses and two (2) change order requests.



## 7.6 Construction Observation

The Consultant will provide construction observation and prepare observation reports after each visit. Copies of the reports will be provided to the City. Budget assumes 270 hours over the construction period. The construction observation level of effort is based on the following assumptions:

- Full time observation for the following construction activities:
  - Connecting new water transmission pipe to existing water main. Two locations are assumed – at project start on NE 13<sup>th</sup> Street and at project end on Seventh Avenue.
  - New water transmission pipe crossing of Hammond Avenue (State Highway 104) between NW 17<sup>th</sup> Place and City Dog Park (reference **Exhibit A1**).
- Periodic observations by the Consultant for the balance of construction activities:
  - One site visit each calendar week.
- Site visit hours include time for travel and observation report preparation.

Site visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of the Contractor's work, but limited to spot checking, selective sampling, and similar methods of general observation of the work. The Consultant does not assume responsibility for the means and methods of construction selected by the Contractor nor for any failure to furnish and perform the work in accordance with the Contract Documents. Based on information obtained during such visits and observations, the Consultant shall determine in general if the Contractor's work is proceeding in accordance with the Contract Documents, and keep the City informed of the progress of the work.

## 7.7 Final Inspections

Perform an initial inspection at substantial completion, prepare a punch list, and attend the final inspection prior to City project acceptance.

## 7.8 Record Drawing Preparation

Prepare and provide to the City record drawings representative of the "as constructed" work based on Contractor redline drawings, as-built survey, and in construction observation reports. Record drawings shall be provided to the City in digital format.

## Task Deliverables

- Electronic PDF copies of the following documents:
  - Pre-construction and weekly meeting agenda and summary.
  - Monthly invoices and progress reports.
  - Contractor monthly progress payment request review and recommendation.
  - Submittal review comments and maintain submittal log.
  - Responses to Contractor RFIs and maintain RFI log.

- o Daily reports for construction observation.
- o Weekly progress reports including change log, schedule, and financial summary.
- o Substantial completion punch list.
- o Recommendation for final payment and acceptance of project.
- o Record Drawings (PDF and DWG file formats).

### Assumptions

- City will coordinate and review Contractor BOLI submittals.
- The Consultant’s labor hours assumed under Activities 7.2 and 7.6 are estimated as an average over the contract duration as outlined under Time and Performance below. The actual time required to perform the tasks included depends on Contractor competency, changed conditions, City staff availability and/or permitting agency requirements. If it appears that additional time will be needed to continue services through project completion, the City will be notified immediately.

### Budget

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

### Direct Expenses

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

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

### Project Schedule

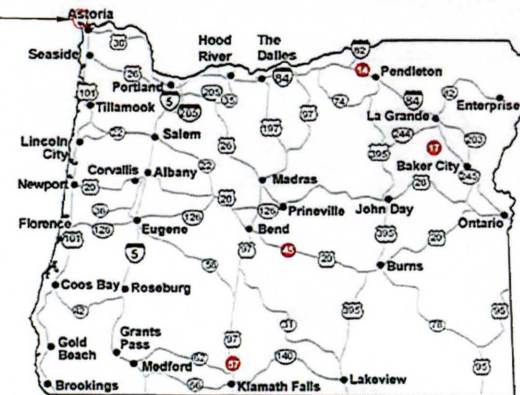
Contract term shall be from the date contract is fully executed until conclusion of project construction phase, anticipated for November 2024 (approximately 16 months). The anticipated project schedule is shown in Table 2.

Table 2 | Project Schedule

TASK / ACTIVITY / MILESTONE	ANTICIPATED COMPLETION
Consultant Notice to Proceed Issued	June 1, 2023
<b>DESIGN PHASE SERVICES</b>	
Data Collection, Document Review, and Supplemental Surveying	August 15, 2023
Permitting Support	December 31, 2023
Preliminary Design	August 15, 2023
Final Design	November 1, 2023
<b>BID PHASE SERVICES</b>	
Invitation to Bid Advertised	January 15, 2024
Bid Opening	February 29, 2024
Notice of Intent to Award Issued	March 15, 2024
Notice of Award Issued	April 1, 2024
<b>CONSTRUCTION PHASE SERVICES</b>	
Construction Agreement Executed	May 1, 2024
Contractor Notice to Proceed Issued	May 15, 2024
Construction Substantial Completion	September 15, 2024
Construction Final Completion	October 15, 2024
Record Drawings Completed	November 15, 2024

# CITY OF WARRENTON HAMMOND WATERLINE

PROJECT LOCATION  
WARRENTON, OREGON



VICINITY MAP  
NOT TO SCALE

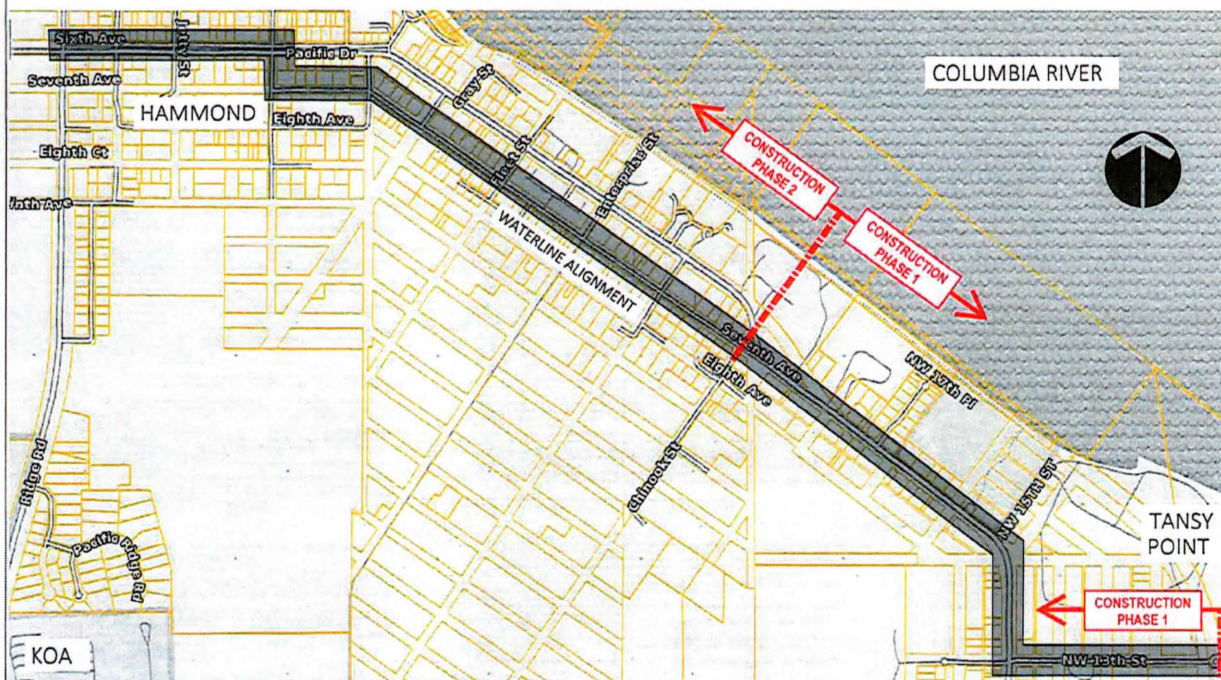
## CITY COMMISSION

MAYOR: HENRY BALENSIFER III  
 POSITION NO. 1: PAM ACKLEY  
 POSITION NO. 2: MARK BALDWIN  
 POSITION NO. 3: TOM M. DYER  
 POSITION NO. 4: RICK NEWTON



## STAFF

CITY MANAGER: LINDA ENGBRETSON  
 PUBLIC WORKS: COLLIN STELZIG, PE  
 WATER QUALITY: BRIAN CROUTER



LOCATION MAP  
1" = 400'

SHEET INDEX		
SHEET NO	SCHEDULE	DESCRIPTION
CO.1		VICINITY MAP, LOCATION MAP, SHEET INDEX
CO.2		GENERAL NOTES, LEGEND
C1.1		WATERLINE PLAN DESIGN (0+00 TO 15+50)
C1.2		WATERLINE PLAN DESIGN (15+50 TO 39+00)
C1.3		WATERLINE PLAN DESIGN (39+00 TO 64+00)
C1.4		WATERLINE PLAN DESIGN (64+00 TO 84+00)
C1.5		WATERLINE PLAN DESIGN (84+00 TO 99+86)
C2.1		WATERLINE PROFILE (0+00 TO 45+00)
C2.2		WATERLINE PROFILE (45+00 TO 90+00)
C2.3		WATERLINE PROFILE (90+00 TO 99+86)
C3.1		DETAILS
C3.2		DETAILS

REVISIONS

## EXHIBIT A1

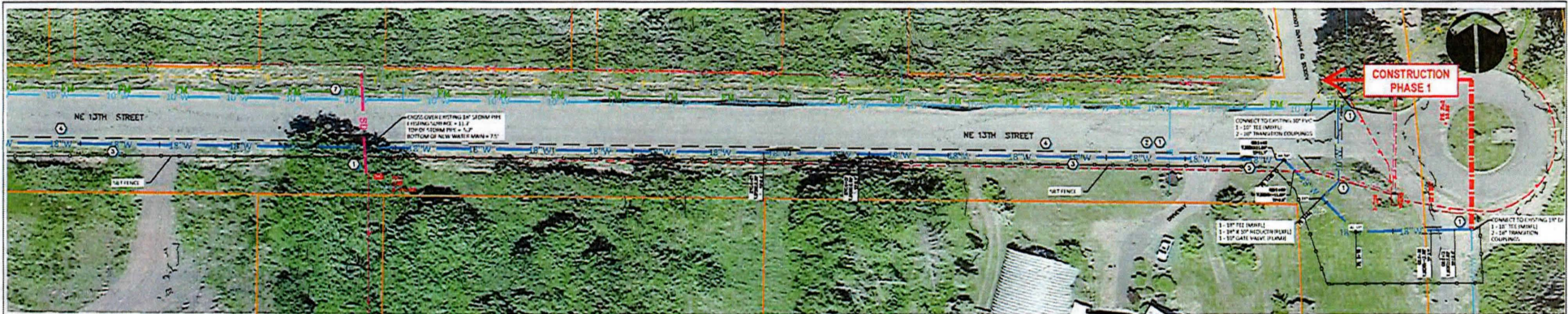
VICINITY MAP, LOCATION MAP,  
SHEET INDEX

CITY OF WARRENTON

DRAWING NUMBER  
**C0.1**

EMAIL: ESTELZIG@COWARRRENTON.ORG      503-861-0912





**GENERAL NOTES**  
(STA 0+00 TO 13+50)

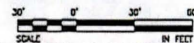
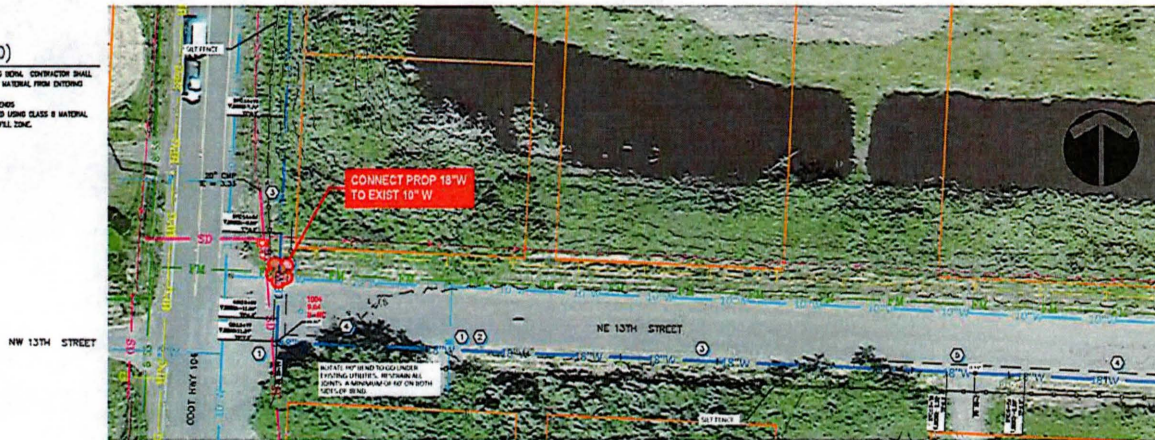
1. PERKLE ALL EXISTING UTILITIES WITHIN THE ALIGNMENT OF NEW WATER SYSTEM
2. CLEAN MESH SPILLS MAY BE SOCKET WHERE MATERIAL MIGHT IMPACT EXISTING DRAINAGE, LANDSCAPING, OR SURFACE AND HOIST RACE SURFACE ABOVE EXISTING GRADE/ASPHALT ELEVATION.
3. ALIGNMENT TO REMAIN TO FOLLOW THE EXISTING EDGE OF PAVEMENT WITH A DASHDOT LINE AT APPROXIMATELY 2' IN FROM EDGE OF PAVEMENT. ALIGNMENT MAY BE ADJUSTED IN THE FIELD TO REDUCE COMPLEXITY AND RESTORATION COST.
4. MINIMUM 30" OF COVER TO TOP OF PIPE.

**CONSTRUCTION NOTES**

- ① PERKLE ALL EXISTING UTILITIES WITHIN THE ALIGNMENT OF NEW WATER SYSTEM. IMMEDIATELY REPORT ALL CONFLICTS TO CITY. NOTE ON AS-BUILT PLANS THE LOCATION, DEPTH, MATERIAL, AND SIZE OF EXISTING UTILITY. PERKLE WORK SHALL TAKE PLACE AT LEAST TWO WEEKS PRIOR TO START OF CONSTRUCTION OF WATERLINE.
- ② ADJUST EXISTING WATER SERVICE OVER NEW WATERLINE USING MANHOLES AND APPROVED EQUIPMENT.
- ③ CONSTRUCT NEW 6000 WATERLINE. SEE TRENCH DETAILS SHEET 012.
- ④ SAWCUT EXISTING ASPHALT.
- ⑤ INSTALL NEW AIR/RADIUM VALVE.

**GENERAL NOTES**  
(STA 13+50 TO 22+00)

1. CONSTRUCTION SHALL TAKE PLACE THROUGH EXISTING BERM. CONSTRUCTION SHALL PREPARE BERM FOR EQUIPMENT USE AND PROTECT MATERIAL FROM EXISTING EXISTING BERM.
2. USE RESTRAINED JOINTS AT ALL PIPE JOINTS AND BENDS.
3. PIPE BEDDING AND PIPE ZONE SHALL BE BACKFILLED USING CLASS B MATERIAL.
4. BAKING MATERIAL MAY BE USED FOR TRENCH BACKFILL CONC.
5. MINIMUM 30" OF COVER OVER TOP OF PIPE.



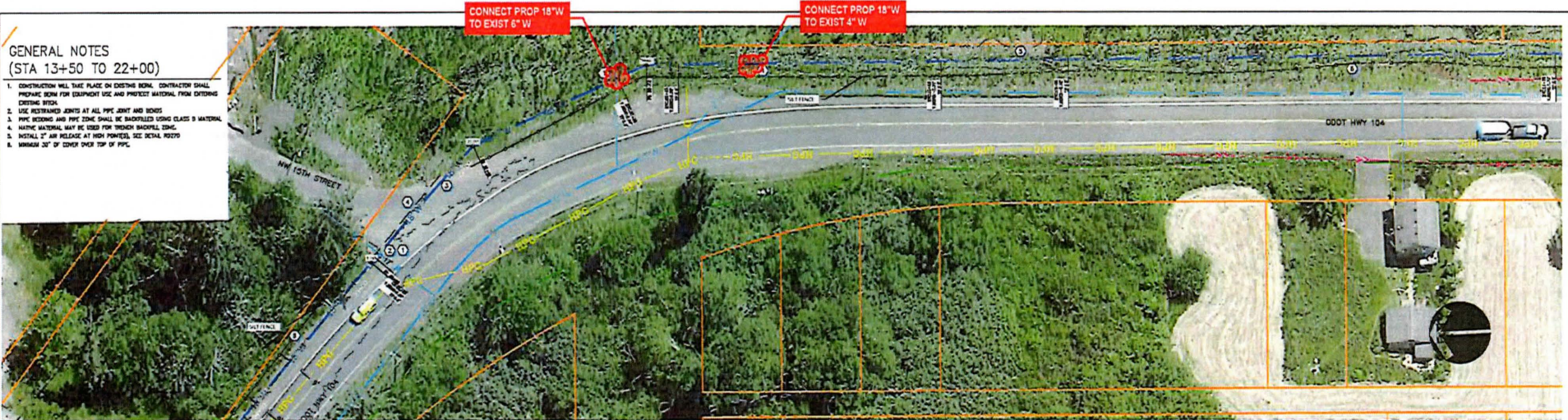
FILE NAME:HAMMOND WATER DESIGN 09 28 20.dwg



REVISIONS	
<b>EXHIBIT A1</b>	
WATERLINE PLAN DESIGN STA (0+00 TO 15+50)	
CITY OF WARRENTON	
DRAWING NUMBER <b>C1.1</b>	<small>ROUTE2@CITYOFWARRENTON.ORG US 503-861-0912</small>

**GENERAL NOTES**  
(STA 13+50 TO 22+00)

- CONSTRUCTION WILL TAKE PLACE ON EXISTING BOML. CONTRACTOR SHALL PREPARE BOML FOR EQUIPMENT USE AND PROTECT MATERIAL FROM EXISTING BOML.
- USE RESTRAINED JOINTS AT ALL PVC JOINT AND BODIES.
- PVC BODIES AND PIPE ENDS SHALL BE BACKFILLED USING CLASS 9 MATERIAL.
- HAZING MATERIAL MAY BE USED FOR TRENCH BACKFILL ONLY.
- INSTALL 2" AIR RELEASE AT HIGH POINTS; SEE DETAIL R0205.
- MINIMUM 20" OF COVER OVER TOP OF PIPE.



**CONSTRUCTION NOTES**

- POTHOLE ALL EXISTING UTILITIES WITHIN THE ALIGNMENT OF NEW WATER SYSTEM. MAINTENANCE REPORT ALL DAMAGED TO CITY. NOTE ON AS-BUILT PLANS THE LOCATION, BOML, MATERIAL, AND SIZE OF EXISTING UTILITIES. POTHOLES SHALL TAKE PLACE AT LEAST TWO WEEKS PRIOR TO START OF CONSTRUCTION OF WATERLINE.
- ADJUST EXISTING WATER SERVICE OVER NEW WATERLINE USING MANHOLES AND APPROVED EQUIPMENT.
- INSTALL NEW 18" BUTTERFLY VALVE AND VALVE BOX.
- REMOVE EXISTING ASPHALT.
- INSTALL NEW AIR/VENTILATION VALVE.
- CONSTRUCT NEW (20") WATERLINE. SEE TRENCH DETAILS SHEET C03.
- INSTALL LOCATE VALVE BOX. JOINTS OR SPICES IN WIRE SHALL BE WATERPROOF. ENDS OF PIPE SHALL BE ACCESSIBLE IN WATER MAINS BOXES BY WIRE A VALVE BOX WITH A LID THAT DETAILS IT AS A LOCATE BOX (WORKS BOMBARD). LOCATE WIRES SHALL BE WRAPPED BEHIND 4" SDR34 PVC PIPE WITH EASY ACCESS.

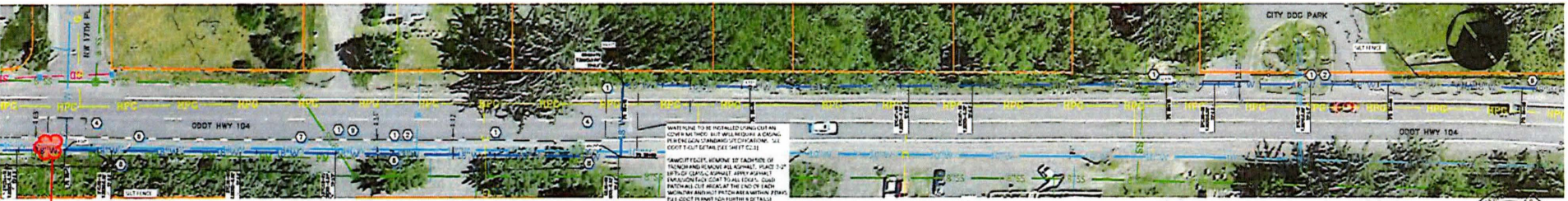
- PROTECT AND SUPPORT EXISTING POWER POLE AS NECESSARY.
- THE SENEK LINE SHALL BE EXPOSED TO THE SENEK LINE JOINTS ON BOTH SIDES OF THE EXISTING TO REMOVE EXAMINATION OF THE OTHER PIPE IF THE OTHER PIPE IS IN GOOD CONDITION AND THERE IS NO EVIDENCE OF LEAKAGE FROM THE SENEK LINE. THE 14-FOOT SEPARATION MAY BE REDUCED. HOWEVER, IN THIS SITUATION, THE CONTRACTOR MUST COVER THE LENGTH OF THE WATER LINE AT THE EXISTING AND MUST ALLOW THE CITY TO INSPECT. THE CITY WILL PREPARE A WRITTEN REPORT OF THE FINDINGS AND INDICATING THE REASONS FOR REDUCING THE SEPARATION. IF THE CITY DETERMINES THAT THE CONDITIONS ARE NOT FAVORABLE OR PROVE EVIDENCE OF LEAKAGE FROM THE SENEK LINE, THE CONTRACTOR SHALL BE EXPOSED SENEK LINE IN A REINFORCED CONCRETE JACKET 18"-24" DIA. FULL LENGTH FOR A DISTANCE 8' TO FEET ON BOTH SIDES OF THE EXISTING.

**GENERAL NOTES**  
(STA 22+00 TO 29+75)

- CONSTRUCT NEW WATERLINE WITHIN EXISTING SHOULDER. EDGE OF TRENCH SHALL NOT IMPACT EXISTING PAVEMENT EDGE. DAMAGE TO EXISTING PAVEMENT WILL REQUIRE FULL PAVEMENT REPAIR TO FOG LANE.
- MINIMUM 42" OF COVER OVER TOP OF PIPE.

**GENERAL NOTES**  
(STA 29+75 TO 43+75)

- CONSTRUCT NEW WATERLINE WITHIN EXISTING PAVED SHOULDER. EDGE OF TRENCH SHALL NOT IMPACT EXISTING TRAVEL LANE OR EXCEED PAST EXISTING FOG LANE.
- DAMAGE TO FOGLANE WILL NEED TO BE REPAIRED USING IN-KIND MATERIAL.
- MINIMUM 42" OF COVER OVER TOP OF PIPE.
- DAMAGE TO EXISTING ASPHALT PAST THE FOG LANE WILL REQUIRE FULL PAVEMENT REPAIR TO EXISTING CENTERLINE.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE EXISTING 10" AC WATER MAIN AND WILL BE RESPONSIBLE FOR ALL REPAIRS TO DAMAGED WATER MAIN AND SURROUNDINGS UTILITIES.



CONNECT PROP 18" W TO EXIST 10" W



CONNECT PROP 18" W TO EXIST 10" W

FILE NAME:HAMMOND WATER DESIGN 09 28 20.dwg

PRELIMINARY  
DESIGNED BY  
CHECKED BY  
DATE: 09-28-20  
C. STALLARD

REVISIONS

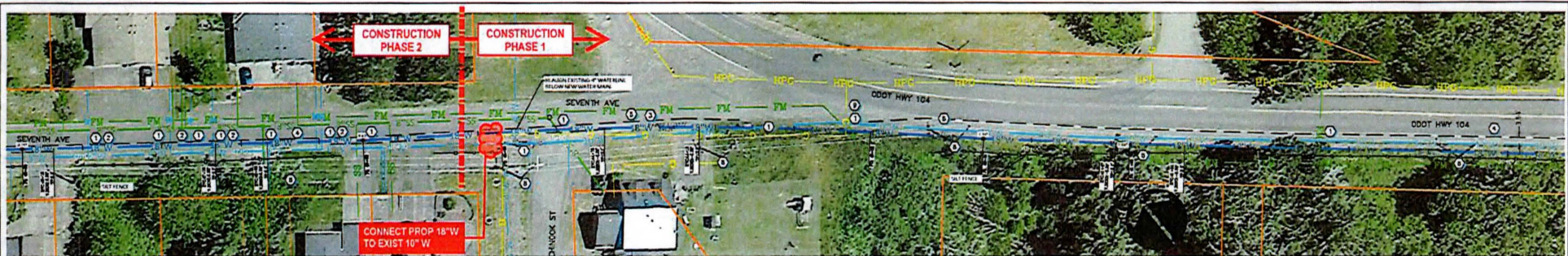
# EXHIBIT A1

WATERLINE PLAN DESIGN  
(STA 15+50 TO 39+00)

CITY OF WARRENTON

DRAWING NUMBER  
**C1.2**

RSTL2DGGP.WARRENTON.OL.GU.S - 503-861-0912



**CONSTRUCTION NOTES**

1. PERMITS ALL EXISTING UTILITIES WITHIN THE ALIGNMENT OF NEW WATER SYSTEM. IMMEDIATELY REPORT ALL CONFLICTS TO CITY. NOTE ON AS-BUILT PLANS THE LOCATION, DEPTH, MATERIAL, AND SIZE OF EXISTING UTILITIES. PERMITS SHALL TAKE PLACE AT LEAST TWO WEEKS PRIOR TO START OF CONSTRUCTION OF WATERLINE.
2. ADJUST EXISTING WATER SERVICE OVER NEW WATERLINE USING MANHOLES AND APPROVED COMPLETES.
3. INSTALL NEW 18" BUTTERFLY VALVE AND VALVE CAN.
4. PATCH EXISTING ASPHALT.
5. INSTALL NEW AIR/PROGRAM VALVE.
6. CONSTRUCT NEW DSDS (DSD) WATERLINE. SEE TROUGH DETAILS SHEET C12.

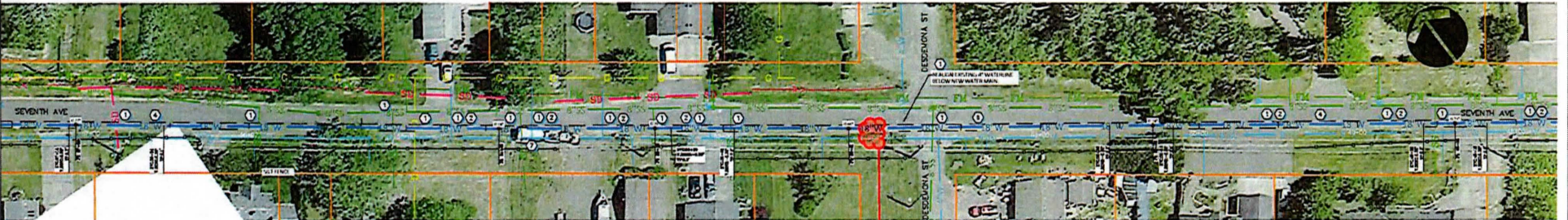
7. INSTALL LOCATE VALVE BOX. JOINTS OR SPLICES IN WIRE SHALL BE WATERPROOF. ENDS OF WIRE SHALL BE ACCESSIBLE IN WATER VALVE BOXES OR WITHIN A VALVE BOX WITH A LID THAT MEETS OR EXCEEDS THE REQUIREMENTS OF THE CITY. LOCATE WIRES SHALL BE WRAPPED ROUND 4" SDR14 PVC PIPE WITH EASY ACCESS.
8. PROTECT AND SUPPORT EXISTING POWER POLE AS NECESSARY.
9. THE SENDER LINE SHALL BE CONNECTED TO THE SENDER LINE JOINTS ON BOTH SIDES OF THE CROSSING TO PERMIT CLEANING OF THE SENDER PIPE. IF THE SENDER PIPE IS IN GOOD CONDITION AND THERE IS NO EVIDENCE OF LEAKAGE FROM THE SENDER LINE, THE 12-FOOT SEPARATION MAY BE REDUCED. HOWEVER, IN THIS SITUATION, THE CONTRACTOR MUST COVER THE LENGTH OF THE WATER LINE AT THE CROSSING AND MUST ALERT THE CITY TO INSPECT. THE CITY WILL PREPARE A WRITTEN REPORT OF THE FINDINGS AND INDICATING THE REASONS FOR REDUCING THE SEPARATION. IF THE CITY DETERMINES THAT THE CONDITIONS ARE NOT FAVORABLE OR FINDS EVIDENCE OF LEAKAGE FROM THE SENDER LINE, THE CONTRACTOR SHALL BE CHARGED SENDER LINE IN A REWORKED CONDUIT. JACKET (2-INCH DIA. FIBER LIGHTING) FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.

**GENERAL NOTES  
(STA 43+75 TO 85+00)**

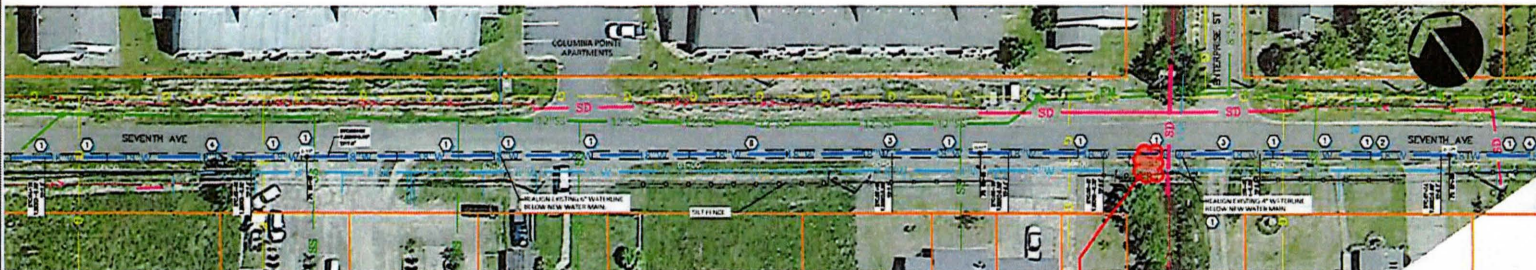
1. WATERLINE ALIGNMENT INTERSECT MANY UTILITIES. ALL UTILITIES SHALL BE PERMITTED PRIOR TO START OF CONSTRUCTION. WATERLINE MAY CONFLICT WITH SENDER LATERALS. IF CONFLICTS ARE FOUND, CONTRACTOR MAY BE DIRECTED TO REGRADE EXISTING SENDER LATERALS OR RAISE WATERLINE TO MINIMUM COVER OF 12" AND USE TOP OF DEEP PATCH ASPHALT AS BACKFILL MATERIAL (MINIMUM THICKNESS OF 8").
2. MINIMUM 2" OF COVER OVER TOP OF PIP.
3. PROTECT AND SUPPORT EXISTING POWER POLE AS NECESSARY.

**GENERAL NOTES  
(STA 29+75 TO 43+75)**

1. CONSTRUCT NEW WATERLINE WITHIN EXISTING PAVED SHOULDER. EDGE OF TROUGH SHALL NOT IMPACT EXISTING TRAVEL LANE OR EXCEED PAST EXISTING FOG LINE.
2. DAMAGE TO FOGLINE WILL NEED TO BE REPAIRED USING IN-HOUD MATERIAL.
3. MINIMUM 4" OF COVER OVER TOP OF PIPE.
4. DUE TO EXISTING ASPHALT PAVEMENT THE FOG LINE WILL REQUIRE FULL PAVEMENT REPAIR TO EXISTING CENTERLINE.
5. CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE EXISTING 10" AC WATER MAIN AND WILL BE RESPONSIBLE FOR ALL REPAIRS TO DAMAGED WATER MAIN AND SURROUNDING UTILITIES.



CONNECT PROP 18" W  
TO EXIST 8" W



CONNECT PROP 18" W  
TO EXIST 8" W

FILE NAME:HAMMOND WATER DESIGN 09 28 20.dwg

**PRELIMINARY**

REVISIONS

SCALE IN FEET

# EXHIBIT A1

WATERLINE PLAN DESIGN  
STA (39+00 TO 64+00)

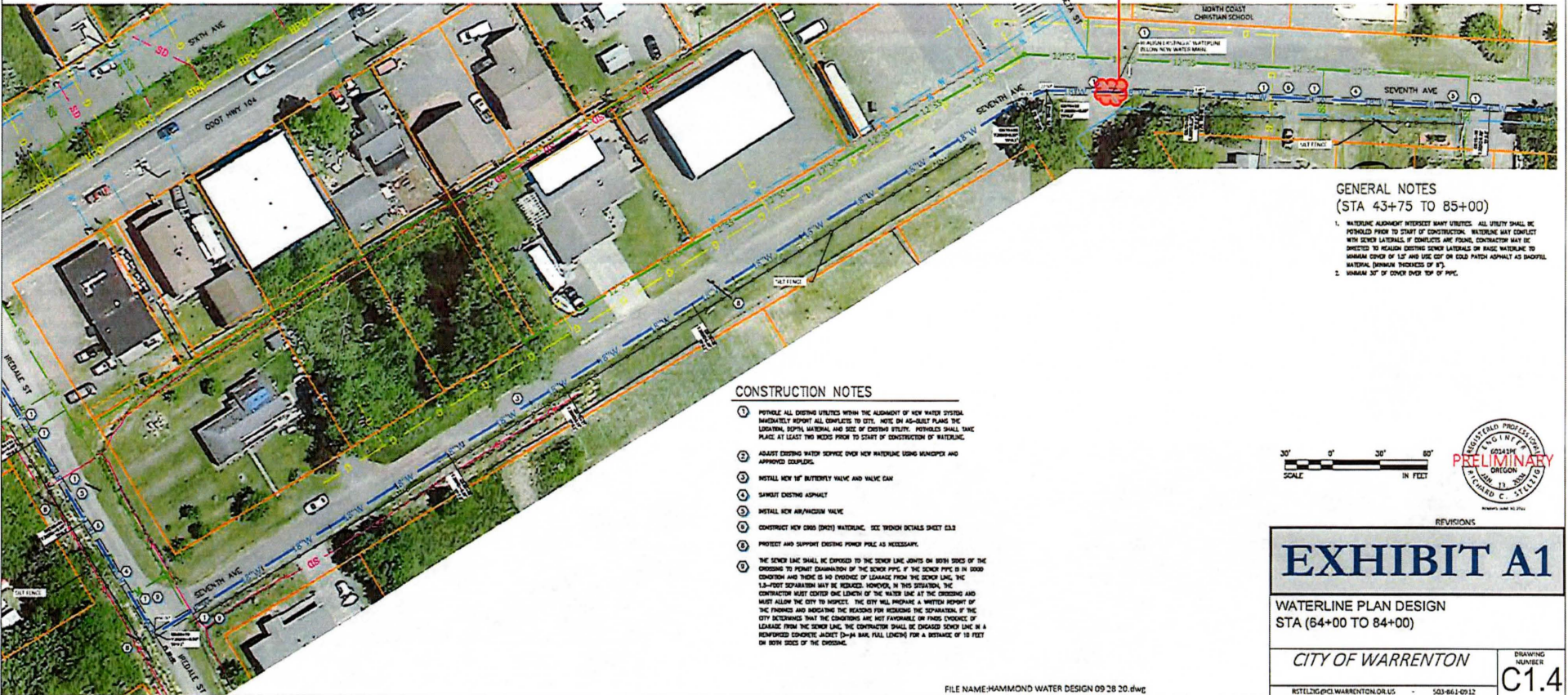
CITY OF WARRENTON

DRAWING NUMBER	C1.3
RETELD@CI.WARRENTON.ORG US    503-861-0912	





CONNECT PROP 18"W  
TO EXIST 8" W



CONNECT PROP 18"W  
TO EXIST 8" W

**GENERAL NOTES**  
(STA 43+75 TO 85+00)

1. WATERLINE ALIGNMENT INTERSECT MANY UTILITIES. ALL UTILITIES SHALL BE POTHOLED PRIOR TO START OF CONSTRUCTION. WATERLINE MAY CONFLICT WITH SENIOR LATERALS. IF CONFLICTS ARE FOUND, CONTRACTOR MAY BE DIRECTED TO REASON EXISTING SENIOR LATERALS OR RAISE WATERLINE TO MINIMUM COVER OF 1.5' AND USE COF OR SOD PATCH ASPHALT AS SHOULDER MATERIAL (MINIMUM THICKNESS OF 8").
2. MINIMUM 30" OF COVER OVER TOP OF PIPE.

**CONSTRUCTION NOTES**

1. POTHOLE ALL EXISTING UTILITIES WITHIN THE ALIGNMENT OF NEW WATER SYSTEM. IMMEDIATELY REPORT ALL COMPLETS TO CITY. NOTE ON AS-BUILT PLANS THE LEGALITY, DEPTH, MATERIAL AND SIZE OF EXISTING UTILITY. POTHOLES SHALL BE PLACED AT LEAST TWO FEET PRIOR TO START OF CONSTRUCTION OF WATERLINE.
2. ADJUST EXISTING WATER SERVICE OVER NEW WATERLINE USING WEDGEPOLE AND APPROVED EQUIPMENT.
3. INSTALL NEW 18" BUTTERFLY VALVE AND VALVE CASK.
4. SAWCUT EXISTING ASPHALT.
5. INSTALL NEW AIR/VACUUM VALVE.
6. CONTRACT NEW CDS (SDS) WATERLINE. SEE OTHER DETAILS SHEET 03.3.
7. PROTECT AND SUPPORT EXISTING POWER POLE AS NECESSARY.
8. THE SENIOR LINE SHALL BE COMPARED TO THE SENIOR LINE JOINTS ON BOTH SIDES OF THE CROSSING TO PERMIT EQUIVOCATION OF THE SENIOR PIPE. IF THE SENIOR PIPE IS IN GOOD CONDITION AND THERE IS NO EVIDENCE OF LEAKAGE FROM THE SENIOR LINE, THE 1.5-FOOT SEPARATION MAY BE REDUCED. HOWEVER, IN THIS SITUATION, THE CONTRACTOR MUST COVER THE LENGTH OF THE WATER LINE AT THE CROSSING AND MUST ALLOW THE CITY TO INSPECT. THE CITY WILL PROVIDE A WRITTEN REPORT OF THE FINDINGS AND INDICATE THE REASONS FOR REDUCING THE SEPARATION. IF THE CITY DETERMINES THAT THE CONDITIONS ARE NOT FAVORABLE OR FINDS EVIDENCE OF LEAKAGE FROM THE SENIOR LINE, THE CONTRACTOR SHALL BE OBLIGATED SENIOR LINE IN A REINFORCED CONCRETE JACKET (3-4" BARS, FULL LENGTH) FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.



REVISIONS

# EXHIBIT A1

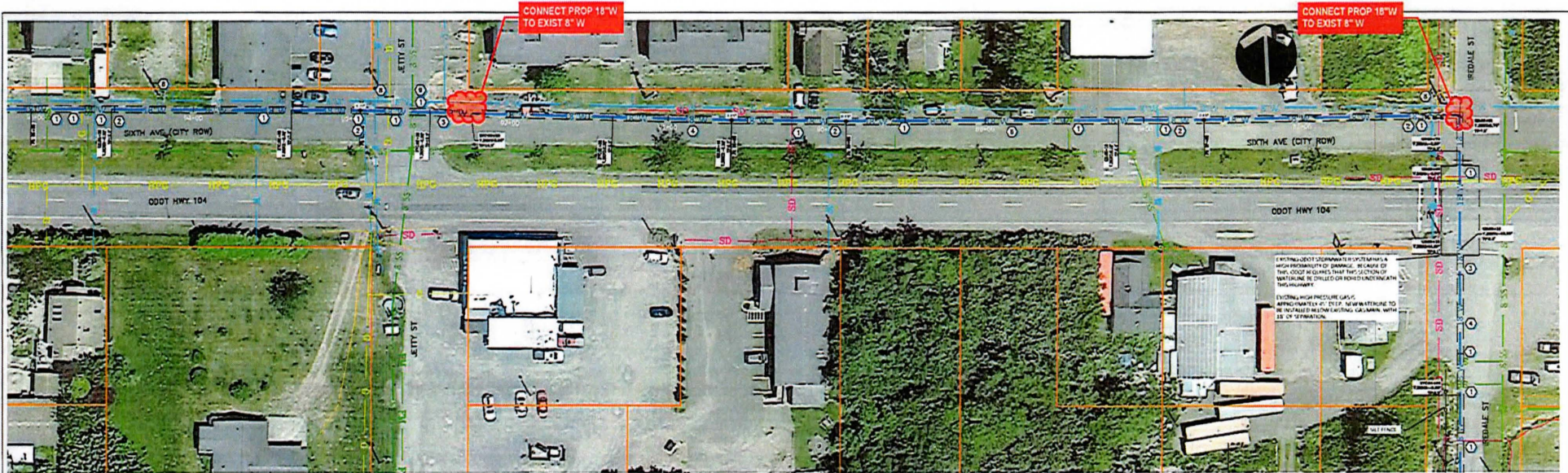
WATERLINE PLAN DESIGN  
STA (64+00 TO 84+00)

CITY OF WARRENTON

DRAWING NUMBER  
**C1.4**

FILE NAME: HAMMOND WATER DESIGN 09 28 20.dwg

RS2L2NG@CITY.WARRENTON.ORG US 503-861-0912



CONNECT PROP 18" W  
TO EXIST 8" W

CONNECT PROP 18" W  
TO EXIST 8" W

1. WITHIN LIMITS OF CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

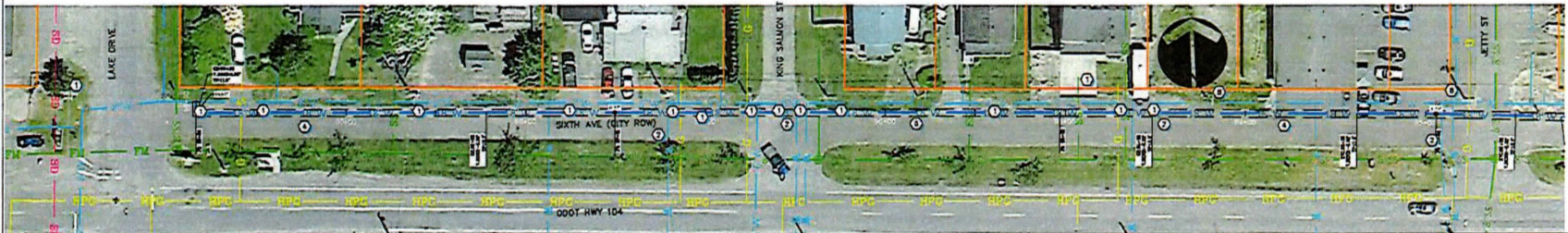
**CONSTRUCTION NOTES**

- 1. PROTECT ALL EXISTING UTILITIES WITHIN THE ALIGNMENT OF NEW WATER SYSTEM. IMMEDIATELY REPORT ALL CONFLICTS TO CITY. NOTE ON AS-BUILT PLANS THE LOCATION, DEPTH, MATERIAL AND SIZE OF EXISTING UTILITIES. PROTECTORS SHALL TAKE PLACE AT LEAST TWO WEEKS PRIOR TO START OF CONSTRUCTION OF WATERLINE.
- 2. ADJUST EXISTING WATER SERVICE OVER NEW WATERLINE USING SANDPAPER AND APPROVED CONNECTORS.
- 3. INSTALL NEW 1/2" BUTTERFLY VALVE AND VALVE CASK
- 4. SANDPOT EXISTING ASPHALT
- 5. INSTALL NEW AIR/VOIDER VALVE
- 6. CONSTRUCT NEW (80%) WATERLINE. SEE THROUGH DETAILS SHEET 032

- 7. PROTECT AND SUPPORT EXISTING POWER POLE AS NECESSARY.
- 8. THE SENDER LINE SHALL BE EXPOSED TO THE SENDER LINE JOINTS ON BOTH SIDES OF THE CROSSING TO PERMIT EXAMINATION OF THE SENDER PIPE. IF THE SENDER PIPE IS IN GOOD CONDITION AND THERE IS NO EVIDENCE OF LEAKAGE FROM THE SENDER LINE, THE 18-FOOT SEPARATION MAY BE REDUCED. HOWEVER, IN THIS SITUATION THE CONTRACTOR MUST COVER ONE LENGTH OF THE SENDER LINE AT THE CROSSING AND MUST ALLOW THE CITY TO INSPECT. THE CITY WILL PREPARE A WRITTEN REPORT OF THE FINDINGS AND INDICATE THE REASONS FOR REDUCING THE SEPARATION. IF THE CITY DETERMINES THAT THE CONDITIONS ARE NOT FAVORABLE OR FINDS EVIDENCE OF LEAKAGE FROM THE SENDER LINE, THE CONTRACTOR SHALL BE EXPOSED SENDER LINE IN A REINFORCED CONCRETE JACKET (24-IN DIA, FULL LENGTH) FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.

**GENERAL NOTES  
(STA 85+80 TO 99+85)**

- 1. WATERLINE ALIGNMENT INTERSECT MANY UTILITIES. ALL UTILITIES SHALL BE PROTECTED PRIOR TO START OF CONSTRUCTION. WATERLINE MAY CONFLICT WITH SEWER LATERALS. IF CONFLICTS ARE FOUND, CONSTRUCTION MAY BE DIRECTED TO REARER EXISTING SENDER LATERALS OR RAISE WATERLINE TO MINIMUM COVER OF 1.5' AND SEE TOP OF OLD PATCH ASPHALT AS BENCHMARK MATERIAL (MINIMUM THICKNESS OF 8").
- 2. MINIMUM JOE OF COVER OVER TOP OF PIPE.



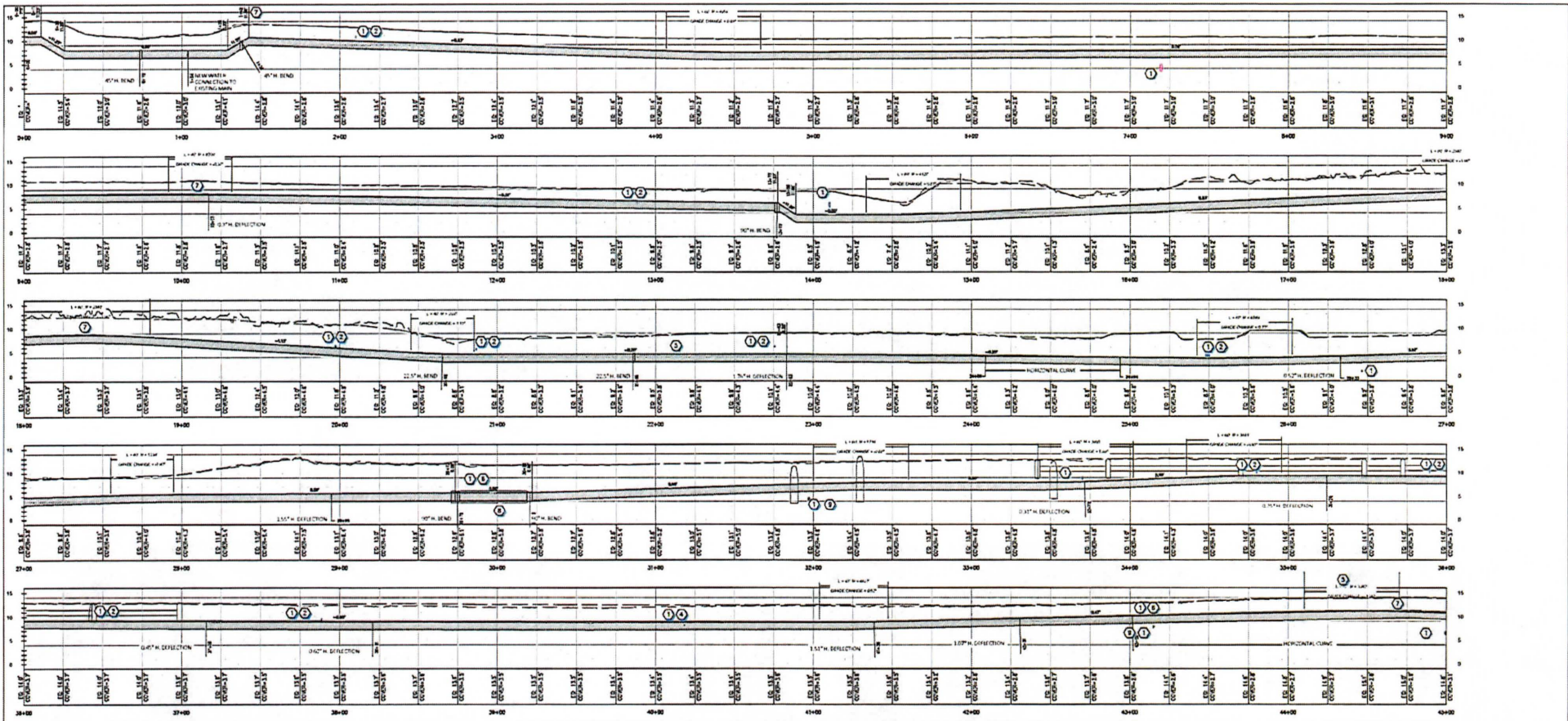
REVISIONS

**EXHIBIT A1**

WATERLINE PLAN DESIGN  
STA (84+00 TO 99+85)

CITY OF WARRENTON

DRAWING NUMBER  
**C1.5**



PROFILE VIEWS  
 1/4" SCALE TYPICAL 1/8" SCALE VERTICAL

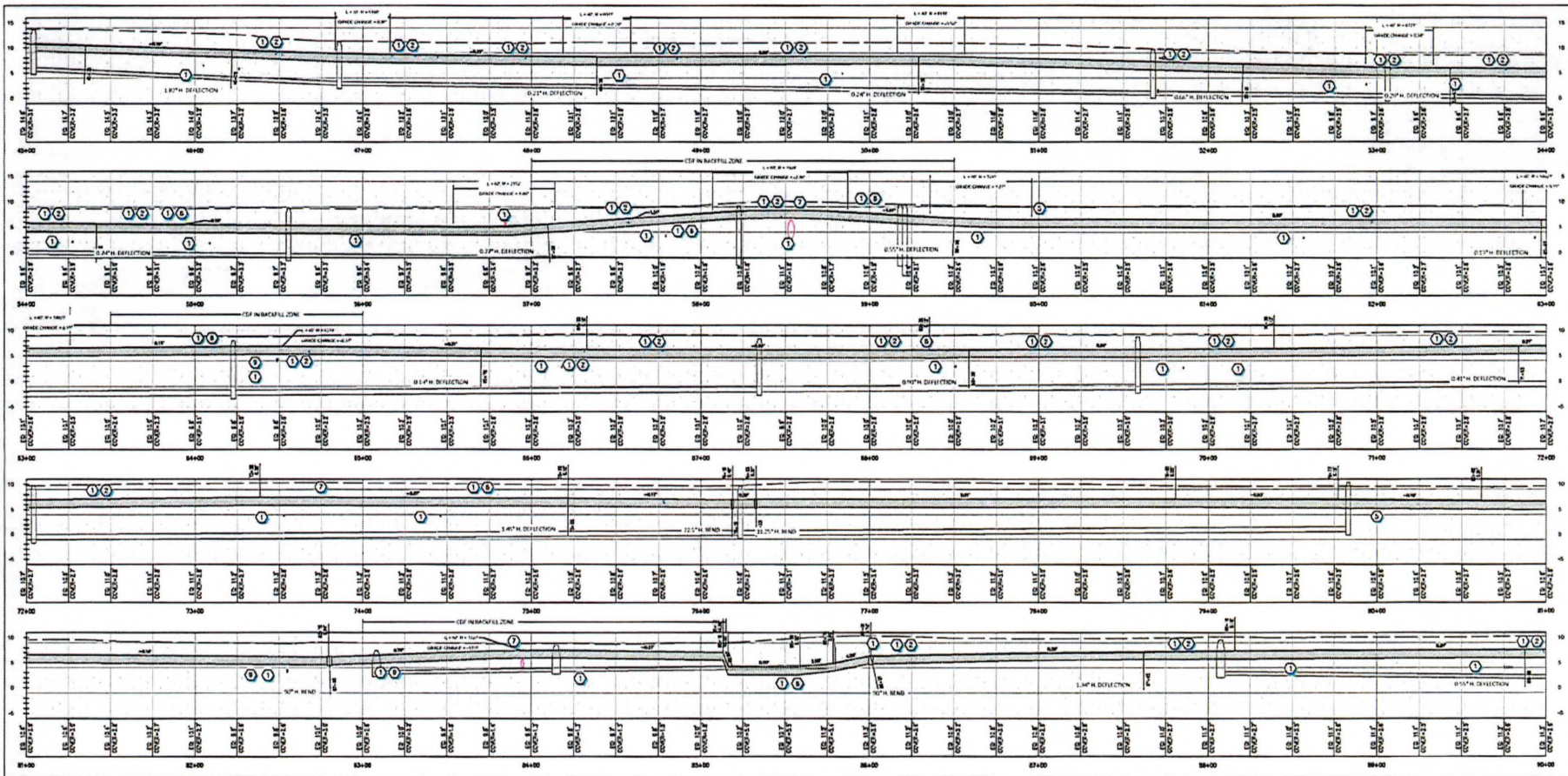
**CONSTRUCTION NOTES**

1. PROFILE ALL EXISTING UTILITIES WITH THE ALIGNMENT OF NEW WATER SYSTEM. IMMEDIATELY REPORT ALL CONFLICTS TO CITY. NOTE ON AS-BUILT PLANS THE LOCATION, DEPTH, MATERIAL, AND SIZE OF EXISTING UTILITY. PROFILES SHALL TAKE PLACE AT LEAST TWO WEEKS PRIOR TO START OF CONSTRUCTION OF WATERLINE.
2. ADJUST EXISTING WATER SERVICE OVER NEW WATERLINE USING MANHOLES AND APPROVED COUPLERS.
3. ADJUST EXISTING SANITARY SEWER SURVEIL 1.5' BELOW NEW WATER MAIN.
4. ADJUST EXISTING LOW PRESSURE SERVICE 1.5' BELOW NEW WATER MAIN.
5. INSTALL NEW 12" BUTTERFLY VALVE AND VALVE CAP.
6. COORDINATE ADJUSTMENT OF GAS UTILITY WITH GAS COMPANY.
7. INSTALL AIR/PURGE VALVE.
8. ROOT REQUIRED CASING.

9. THE SEWER LINE SHALL BE EXPOSED TO THE SEWER LINE JOINTS ON BOTH SIDES OF THE CROSSING TO PERMIT EXAMINATION OF THE SEWER PIPE. IF THE SEWER PIPE IS IN GOOD CONDITION AND THERE IS NO EVIDENCE OF LEAKAGE FROM THE SEWER LINE, THE 12'-FOOT SEPARATION MAY BE REDUCED. HOWEVER, IN THIS SITUATION, THE CONTRACTOR MUST CENTER ONE LENGTH OF THE WATER LINE AT THE CROSSING AND MUST ALLOW THE CITY TO INSPECT. THE CITY WILL PREPARE A WRITTEN REPORT OF THE FINDINGS AND INDICATING THE REASONS FOR REDUCING THE SEPARATION. IF THE CITY DETERMINES THAT THE CONDITIONS ARE NOT FAVORABLE ON THIS EVIDENCE OF LEAKAGE FROM THE SEWER LINE, THE CONTRACTOR SHALL BE OBLIGATED SEWER LINE IN A REINFORCED CONCRETE ARCH 12-IN DIA. PILE LENGTH FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.



REVISIONS	
<b>EXHIBIT A1</b>	
WATERLINE PROFILES STA (0+00 TO 45+00)	
CITY OF WARRENTON	
DRAWING NUMBER	<b>C1.5</b>
RSTLE212@CITY.WARRENTON.ORG	503-861-0512



**CONSTRUCTION NOTES**

- ① PERFORATE ALL EXISTING UTILITIES WITHIN THE ALIGNMENT OF NEW WATER SYSTEM. IMMEDIATELY REPORT ALL CONFLICTS TO CITY. NOTE ON AS-BUILT PLANS THE LOCATION, DEPTH, MATERIAL, AND SIZE OF EXISTING UTILITY. PERFORATIONS SHALL TAKE PLACE AT LEAST TWO WEEKS PRIOR TO START OF CONSTRUCTION OF WATERLINE.
- ② ADJUST EXISTING WATER SERVICE OVER NEW WATERLINE USING HORIZONTAL AND APPROVED COMPLEXES.
- ③ ADJUST EXISTING SANITARY SEWER SERVICE 1.5' BELOW NEW WATER MAIN.
- ④ ADJUST EXISTING LOW PRESSURE SERVICE 1.5' BELOW NEW WATER MAIN.
- ⑤ INSTALL NEW 1" BUTTERFLY VALVE AND VALVE CAN
- ⑥ COORDINATE ADJUSTMENT OF GAS UTILITY WITH GAS COMPANY
- ⑦ INSTALL HORIZONTAL VALVE

⑧ THE SENIOR LINC SHALL BE EXPOSED TO THE SENIOR LINC JOINTS ON BOTH SIDES OF THE CROSSING TO PERMIT EXAMINATION OF THE SENIOR PIPE. IF THE SENIOR PIPE IS IN GOOD CONDITION AND THERE IS NO EVIDENCE OF LEAKAGE FROM THE SENIOR LINC, THE 1.5-FOOT SEPARATION MAY BE REDUCED. HOWEVER, IN THIS SITUATION, THE CONTRACTOR MUST COVER ONE LENGTH OF THE SENIOR LINC AT THE CROSSING AND MUST ALLOW THE CITY TO INSPECT. THE CITY WILL PREPARE A WRITTEN REPORT OF THE FINDINGS AND INDICATING THE REASONS FOR REDUCING THE SEPARATION. IF THE CITY DETERMINES THAT THE CONDITIONS ARE NOT FAVORABLE OR THERE EVIDENCE OF LEAKAGE FROM THE SENIOR LINC, THE CONTRACTOR SHALL EXPOSE THE SENIOR LINC IN A REINFORCED CONCRETE JOCKET (3'-0" DIA. FULL LENGTH) FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.

**PROFILE VIEWS**  
H. SCALE 1"=30' V. SCALE 1"=4'



FILE NAME:HAMMOND WATER DESIGN 09 28 20.dwg



REVISIONS

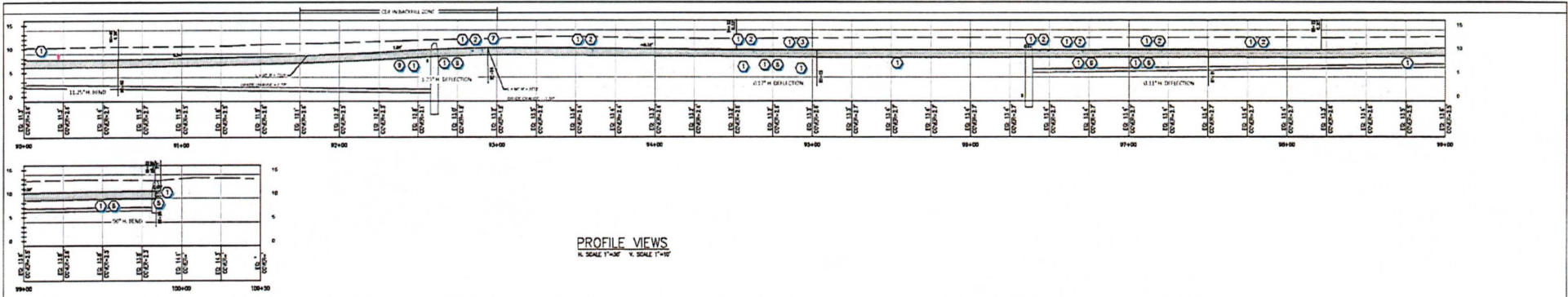
# EXHIBIT A1

WATERLINE PROFILES  
STA (45+00 TO 90+00)

CITY OF WARRENTON

RETLZ@CCL.WARRENTON.OREG.US      503-864-0922

DRAWING NUMBER  
**C2.2**



PROFILE VIEWS  
 A. SCALE 1"=40' B. SCALE 1"=10'

**CONSTRUCTION NOTES**

1. PROFILE ALL EXISTING UTILITIES WITHIN THE ALIGNMENT OF NEW WATER SYSTEM. IMMEDIATELY REPORT ALL CONTACTS TO CITY. NOTE ON 40-BUILT PLANS THE LOCATION, DEPTH, MATERIAL, AND SIZE OF EXISTING UTILITIES. PROFILES SHALL TAKE PLACE AT LEAST TWO WEEKS PRIOR TO START OF CONSTRUCTION OF WATERLINE.
2. ADJUST EXISTING WATER SERVICE OVER NEW WATERLINE USING MANHOLES AND APPROVED COUPLERS.
3. ADJUST EXISTING SANITARY SEWER SERVICE 1.5' BELOW NEW WATER MAIN.
4. ADJUST EXISTING LOW PRESSURE SERVICE 1.5' BELOW NEW WATER MAIN.
5. REMOVE TO 6" AND INSTALL NEW 6" GATE VALVE AND VALVE BOX.
6. COORDINATE ADJUSTMENT OF GAS UTILITY WITH GAS COMPANY.
7. INSTALL AIR/PNEUM VALVE.
8. THE SEWER LINE SHALL BE EXPOSED TO THE SEWER LINE ADJTS ON BOTH SIDES OF THE CROSSING TO PERMIT EXAMINATION OF THE SEWER PIPE. IF THE SEWER PIPE IS IN GOOD CONDITION AND THERE IS NO EVIDENCE OF LEAKAGE FROM THE SEWER LINE, THE 15-FOOT SEPARATION MAY BE REDUCED. HOWEVER, IN THIS SITUATION, THE CONTRACTOR MUST CENTER THE LOCUS OF THE WATER LINE AT THE CROSSING AND MUST ALLOW THE CITY TO INSPECT. THE CITY WILL PREPARE A WRITTEN REPORT OF THE FINDINGS AND INDICATING THE REASONS FOR REDUCING THE SEPARATION. IF THE CITY DETERMINES THAT THE CONDITIONS ARE NOT FAVORABLE OR FURTHER EVIDENCE OF LEAKAGE FROM THE SEWER LINE, THE CONTRACTOR SHALL BE DIVULGED SEWER LINE IN A REINFORCED CONCRETE ARCH (D-IN DIA, FULL LENGTH) FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.



REVISIONS

# EXHIBIT A1

WATERLINE PLAN DESIGN  
 STA (90+00 TO 99+85)

CITY OF WARRENTON

DRAWING NUMBER  
**C1.5**

RTKLING@CITYOFWARRENTON.ORG US 503-864-0912

**THRUST BLOCKING**

TABLE A		TABLE B		TABLE C	
SIZE	TYPE	SIZE	TYPE	SIZE	TYPE
12"	1	12"	1	12"	1
15"	1	15"	1	15"	1
18"	1	18"	1	18"	1
24"	1	24"	1	24"	1
30"	1	30"	1	30"	1
36"	1	36"	1	36"	1
42"	1	42"	1	42"	1
48"	1	48"	1	48"	1
54"	1	54"	1	54"	1
60"	1	60"	1	60"	1
66"	1	66"	1	66"	1
72"	1	72"	1	72"	1
78"	1	78"	1	78"	1
84"	1	84"	1	84"	1
90"	1	90"	1	90"	1
96"	1	96"	1	96"	1
102"	1	102"	1	102"	1
108"	1	108"	1	108"	1
114"	1	114"	1	114"	1
120"	1	120"	1	120"	1

**CONCRETE VERTICAL END**

**THRUST BLOCKING**

Effective Date: December 1, 2019 - May 31, 2020

**COVER PLAN**

**VALVE BOX ASSEMBLY DETAIL**

**VALVE BOX EXTENSION SECTION**

**GROUP STANDARD DRAWINGS**  
**VALVE BOX AND OPERATOR**  
**LITERATURE ASSEMBLY**

Effective Date: December 1, 2019 - May 31, 2020

**GROUP STANDARD DRAWINGS**  
**COMBINATION AIR RELEASE**  
**AND VACUUM VALVE ASSEMBLY**  
**(3" AND SMALLER)**

Effective Date: December 1, 2019 - May 31, 2020

**ELEVATION**

**END VIEW**

**PLAN**

**PIPE CASING DETAIL**

Effective Date: December 1, 2019 - May 31, 2020

**STREET CUT**

Effective Date: December 1, 2019 - May 31, 2020

SIZE	GROUP STANDARD DRAWINGS
12"	GROUP STANDARD DRAWINGS
15"	GROUP STANDARD DRAWINGS
18"	GROUP STANDARD DRAWINGS
24"	GROUP STANDARD DRAWINGS
30"	GROUP STANDARD DRAWINGS
36"	GROUP STANDARD DRAWINGS
42"	GROUP STANDARD DRAWINGS
48"	GROUP STANDARD DRAWINGS
54"	GROUP STANDARD DRAWINGS
60"	GROUP STANDARD DRAWINGS
66"	GROUP STANDARD DRAWINGS
72"	GROUP STANDARD DRAWINGS
78"	GROUP STANDARD DRAWINGS
84"	GROUP STANDARD DRAWINGS
90"	GROUP STANDARD DRAWINGS
96"	GROUP STANDARD DRAWINGS
102"	GROUP STANDARD DRAWINGS
108"	GROUP STANDARD DRAWINGS
114"	GROUP STANDARD DRAWINGS
120"	GROUP STANDARD DRAWINGS

**GROUP STANDARD DRAWINGS**  
**Pipe Report Tables**  
**POP PVC PIPE**

Effective Date: December 1, 2019 - May 31, 2020



REVISIONS

**EXHIBIT A1**

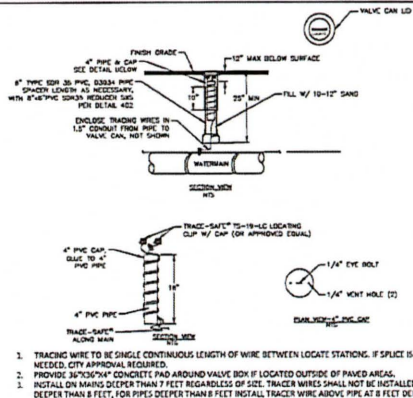
DETAILS

CITY OF WARRENTON

DRAWING NUMBER

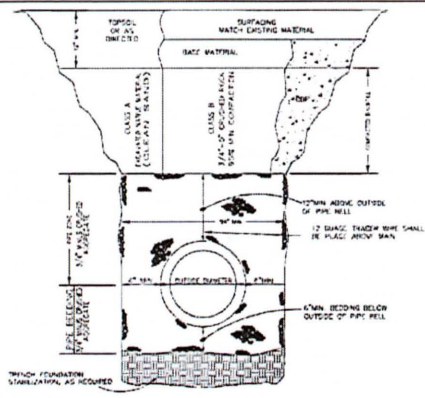
C3.1

RTSLZIG@CI.WARRENTON.OR.US 503-864-0712

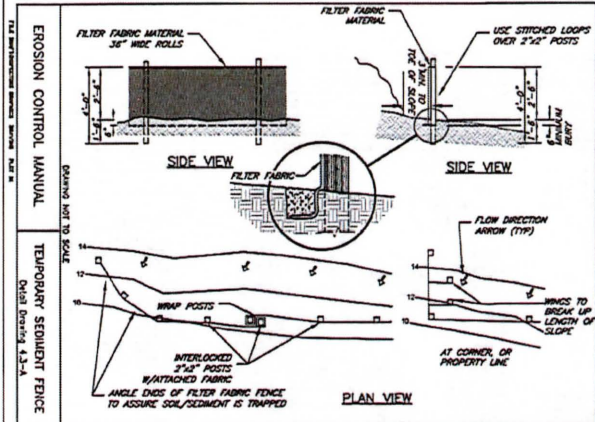


1. TRACER WIRE TO BE SINGLE CONTINUOUS LENGTH OF WIRE BETWEEN LOCATE STATIONS. IF SPLICE IS NEEDED, CITY APPROVAL REQUIRED.
2. PROVIDE 3" Ø 3/4" CONCRETE PAD AROUND VALVE BOX IF LOCATED OUTSIDE OF PAVED AREAS.
3. INSTALL ON MAINS DEEPER THAN 7 FEET REGARDLESS OF SIZE. TRACER WIRES SHALL NOT BE INSTALLED DEEPER THAN 8 FEET, FOR PIPES DEEPER THAN 8 FEET INSTALL TRACER WIRE ABOVE PIPE AT 8 FEET DEPTH.

TRACER VALVE BOX DETAIL



PIPE BEDDING AND BACKFILL



REVISIONS

**EXHIBIT A1**

DETAILS

CITY OF WARRENTON

DRAWING NUMBER

**C3.2**

FILE NAME:HAMMOND WATER DESIGN 09 28 20.dwg

RSTL2IG@CITY.WARRENTON.ORG 503-863-0912







---

# AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Esther Moberg, City Manager

DATE: 11/14/2023

Requesting approval for an addendum to the City Manager's contract regarding schooling for a Master's in Public Administration coursework.

## RECOMMENDATION/SUGGESTED MOTION

*I move the City approve the addendum to the contract for the City Manager, reimbursing for tuition and books as long as she maintains a B grade or higher.*

## ALTERNATIVE

## FISCAL IMPACT

Approximately \$2,000 per semester, about \$10,000-\$12,000 total over 3 years.

Approved by City Manager:

---



---

# MEMORANDUM

TO: City Commission

FROM: Esther Moberg, City Manager

DATE: 11/14/2023

I am planning to pursue a Masters degree in Public Administration through the University of West Georgia online classes. I have been accepted for the Spring semester which starts January 2024.

Per the City's Personnel Handbook, typically the City Manager will approve coursework up to 6 credits per semester for reimbursement that fits with the staff person's job description or future job duties. I believe this degree fits with my current job as City Manager. Since this coursework would be for myself, I am requesting approval from the City Commission.

The course work for this degree costs between \$1200-2000 max per semester (per 6 credits/2 classes). Total cost of this degree (with the assumption of costs increasing per year per credit) will be approximately \$6-12,000.

From the City Personnel Handbook: It is required that I receive a minimum of a B grade in order to receive reimbursement. It is also clear that if I were to leave the city prior to a year after completion of degree or classes, this would be considered a loan that needs to be repaid.

Total coursework is 36 credits. I believe I will have 6 of those credits waived as coursework already completed in the areas of emergency management and nonprofit grant writing.

I intend to complete this degree within 2-3 years as time permits.

I am requesting approval of the City to reimburse me for coursework, fees, and books completing up to 6 credits max per semester if a passing grade of no less than a B is achieved. A

passing grade and invoice showing actual payment made shall be submitted for all reimbursement requests.

Requesting this as an addendum to the City Manager Contract.

From the Warrenton Employee Handbook Pages 42-43:

## **P. TRAINING AND EDUCATION**

The City of Warrenton provides employees with ongoing training throughout employment. Generally, new employees are provided with orientation training. In addition to mandatory trainings, which may be assigned by the City at its discretion, all employees are encouraged to participate in identifying his or her training needs. If you believe you need additional training, please contact your Supervisor or Department Head.

The City of Warrenton recognizes that the skills and knowledge of its employees are critical to the success of the City. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City of Warrenton. The City of Warrenton may provide educational assistance to regular full-time employees who have completed 365 calendar days of service. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course.

- Temporary employees are not eligible to receive educational assistance.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable future position in the City in order to be eligible for educational assistance. The City of Warrenton has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position. Employees should contact the City Manager or the Human Resource Department or their immediate supervisor for more information or questions about educational assistance. Employee must achieve a B or higher in graded class, a passing grade in a pass-fail class, or the minimum passing grade as stipulated by the educator or testing agency. If a sufficient grade is not achieved no educational assistance reimbursement will be issued. Upon submission of grades achieved of a B or higher for the designated term, the employee will be reimbursed for both tuition and books at the end of the term. There is a limit of no more than 6 credit hours per any given school quarter or 9 per semester. Employee will not qualify for mileage reimbursement or use a City vehicle for attending class. Any request to change terms of educational assistance is subject to approval by the City Manager.

While educational assistance is expected to enhance employees' performance and professional abilities, the City of Warrenton cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

The City of Warrenton invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. However, if employment is terminated from the City of Warrenton within one year of the last educational assistance payment, or within one year of completion of the last class, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay up to 100 percent of the original educational assistance payment.

**SECOND AMENDMENT  
CITY MANAGER  
EMPLOYMENT AGREEMENT**

THIS AMENDMENT made and entered into this DATE by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "City" and Esther Moberg, hereinafter called "Manager."

WITNESSETH:

City and Manager agree to amend the Manager's Employment Agreement, executed on August 5, 2022, and amended via an addendum agreement on April 25, 2023. All terms not specifically addressed below remain in full force and effect.

AMENDMENT AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Manager agree as follows:

**SECTION 6. BENEFITS**

6.3 Education Incentive. City agrees to reimburse Manager for all qualifying expenses associated with her achieving an online Master's Degree in Public Administration through the University of West Georgia, not to exceed \$12,000. The following criteria applies:

- 6.3.1 Manager must achieve a B or higher in graded class, a passing grade in a pass-fail class, or the minimum passing grade as stipulated by the educator or testing agency. If a sufficient grade is not achieved no educational assistance reimbursement will be issued.
- 6.3.2. Upon submission of grades achieved of a B or higher for the designated term, the Manager will be reimbursed for both tuition and books at the end of the term.
- 6.3.3 Manager will not qualify for mileage reimbursement or use a City vehicle for attending class.
- 6.3.4 If Manager leaves employment from the City of Warrenton within one year of the last educational assistance payment, or within one year of completion of the last class, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay up to 100 percent of the original educational assistance payment.

6.4 Other Benefits. Except as expressly provided herein, Manager shall be entitled to all standard employee benefits as provided in the personnel policies of the

City, or as may be otherwise agreed upon by both parties

IN WITNESS WHEREOF, the City of Warrenton has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Attorney and the Manager.

\_\_\_\_\_  
Mayor  
City of Warrenton

\_\_\_\_\_  
Manager  
Esther Moberg

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:



## AGENDA MEMORANDUM

TO: The City Commission  
FROM: City Manager, Esther Moberg  
DATE: November 14, 2023  
SUBJ: Resolution amending IGA Peterson Property

### SUMMARY

Requesting approval of a resolution amending the Intergovernmental Agreement (IGA) for the Peterson Property. These changes were discussed at the past work session between the Urban Renewal Agency and Urban Renewal Advisory Board.

### RECOMMENDATION/SUGGESTED MOTION

I move to approve Resolution No. 2660 and the amendment to the IGA for the Peterson Property.

### ALTERNATIVE

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

### FISCAL IMPACT

The Heron building is already Budgeted in Urban Renewal FY 2023-2024, the Peterson property will probably be budgeted FY 2024-2025.

Approved by City Manager: \_\_\_\_\_

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

**AMENDMENT ONE TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR OWNERSHIP AND  
DISPOSITION OF PROPERTY BETWEEN THE CITY OF WARRENTON AND THE CITY OF WARRENTON  
URBAN RENEWAL AGENCY**

This Amendment made and entered into this 14<sup>th</sup> day of November 2023 (the “Effective Date”), between the City of Warrenton, Clatsop County, Oregon, a municipal corporation of the State of Oregon (the “City”) and the City of Warrenton Urban Renewal Agency, Clatsop County, Oregon, a public body created and activated under ORS Chapter 457 (the “Agency”). Capitalized terms used but not defined herein have the meaning set forth in the Intergovernmental Cooperative Agreement for Ownership and Disposition of Property between the City of Warrenton and the City of Warrenton Urban Renewal Agency (the “Agreement”).

**RECITALS**

WHEREAS, the City and the Agency entered into that certain Agreement on April 23, 2013 (as herein and hereinafter amended, from time to time, collectively, the “Agreement”) to ready the Property for redevelopment purposes pursuant to the Plan, to prepay the 2007 Note, to sell the Property for Plan purposes, and to allocate such sale proceeds between the City and Agency; and

WHEREAS, the Agreement specifically contemplates reselling the Property to a third party for Plan purposes; and

WHEREAS, the parties now desire to amend the Agreement in order to permit the Agency to retain the Property for use as a public park, a stormwater/wetlands area, a paved plaza for public events, and a public parking lot serving businesses in the downtown area as well as such park; and

WHEREAS, the parties are permitted to enter such an agreement pursuant to ORS Chapter 190 and ORS Chapter 457; and

WHEREAS, the desired and anticipated uses of the Property align with the intent, purposes, and goals set forth in the Plan.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the undersigned parties jointly and respectively agree as follows:

1. Amendment. The parties hereby amend the Agreement as follows:
  - a. Sections 2.4, 2.5, and 2.6 are hereby deleted in their entirety and replaced with the following:

“2.4 The City shall cooperate with Agency to ready the Property for use as a public park, develop a stormwater/wetlands area, develop a paved plaza for public events, and develop a public parking lot servicing businesses and such park (collectively, the “Uses”) in connection with the Plan, including, but not limited to rezoning if appropriate.

2.5 The City shall cooperate with the Agency to ready the Property for the Uses for Plan purposes and in accordance with ORS Chapter 457.”

- b. Sections 3.2, 3.3, and 3.4 are hereby deleted in their entirety and replaced with the following:

“3.2 The Agency shall cooperate with the City to ready the Property for the Uses in connection with the Plan, including, but not limited to rezoning if appropriate.

3.3 The Agency shall cooperate with the City to ready the Property for the Uses for Plan purposes and in accordance with ORS Chapter 457.

3.4 [Reserved]”

- c. Section 4 is hereby deleted in its entirety.

- 2. Interpretation; Remaining Terms. From and after the Effective Date, “Agreement” means the original 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 Agreement 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, OREGON

An Oregon Municipal Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF WARRENTON URBAN RENEWAL AGENCY,  
OREGON

An Oregon public body

By: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION NO. 2660

A RESOLUTION ADOPTING AN AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH THE CITY OF WARRENTON URBAN RENEWAL AGENCY REGARDING OWNERSHIP AND DISPOSITION OF PROPERTY

WHEREAS, the City of Warrenton, Clatsop County, Oregon (the "City") and the City of Warrenton Urban Renewal Agency, Clatsop County, Oregon (the "Agency") entered into that certain Intergovernmental Cooperative Agreement for Ownership and Disposition of Property on April 23, 2013 (the "Agreement"); and

WHEREAS, the City and Agency now desire to amend the existing Agreement no in order to permit the Agency to retain the Property for use as a public park, a stormwater/wetlands area, a paved plaza for public events, and a public parking lot servicing such park; and

WHEREAS, the City and Agency are permitted to enter such an agreement pursuant to ORS Chapter 190 and ORS Chapter 457.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COMMISSION OF THE CITY OF WARRENTON, OREGON AS FOLLOWS:

1. The City hereby agrees to the terms and conditions of the Amendment substantially in the form attached hereto as Exhibit A.
2. The City hereby authorizes and directs the City Manager or his/her designee to execute the Amendment on behalf of the City with any changes as the City Manager or his/her designee deem necessary or desirable.
3. The City hereby authorizes and directs the City Manager or his/her designee to take any and all action to carry out the intent of the Amendment.
4. Pursuant to ORS 221.310(3), this resolution shall become effective upon passage by the Commission.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF WARRENTON

CLATSOP COUNTY, OREGON

APPROVED:

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Recorder