



City of Warrenton City Commission

Agenda

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, June 24, 2025

The meeting will be broadcast via Zoom at the following link

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxlSWpha0dhUT09#success>

Meeting ID: 533 238 6326 | Passcode: 12345 | Dial-in Number: 253-215-8782

Public Comment: To provide public comment, participants should register prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter. Once your public comment is submitted it becomes part of permanent public record.

You may provide public comment using the following methods:

1. In-person: Complete a public comment card and submit to the City Recorder prior to the start of the meeting.
 2. Via Zoom: Register with the City Recorder, at cityrecorder@warrentonoregon.us no later than 3pm the day of the meeting. Please ensure that your zoom name matches the name registered to comment.
 3. Written comments: Submit via e-mail to the City Recorder, at cityrecorder@warrentonoregon.us, no later than 3:00 p.m. the day of the meeting.
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City Commission Regular Meeting 6:00 PM

1. Call to order

2. Pledge of Allegiance

3. Consent Calendar

- A. City Commission Meeting Minutes 2025.06.10
- B. Parks Advisory Board Minutes 2025.04.15
- C. Monthly Finance Report – April 2025
- D. Police Department Monthly Report – April 2025
- E. Spruce Up Warrenton Events Budget

4. Commissioner Reports

5. Public Comment

6. Public Hearings – None

7. Business Items

- A. Presentation – Deflection Program; CCSO
- B. Consideration of Enterprise Zone Renewal; Resolution No. 2706
- C. Consideration of Nygaard Lease Renewal – Tansy Point
- D. Consideration of Ordinance No. 1295; Shopping Carts
- E. Consideration of Hammond Transmission Waterline Phase 1 Project Contract Award; North Cascade Excavating, Inc.

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.

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 conduct real property transactions.

11. Adjournment



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, June 10, 2025

1. City Commission meeting called to order at 6:00 pm.
2. Pledge of Allegiance

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Tom Dyer	X	
Paul Mitchell	X	
Henry Balensifer, Mayor	X	

Staff Members Present	
City Manager Esther Moberg	City Recorder Dawne Shaw
Police Chief Mathew Workman	Public Works Director Kevin Gorman
Finance Director Jessica Barrett	

3. Consent Calendar

*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.

- A. City Commission Meeting Minutes 2025.05.27
- B. City Commission Work Session Minutes 2025.05.27
- C. Community Center Advisory Board Meeting Minutes 2025.01.15
- D. Community Center Advisory Board Annual Meeting Minutes 2025.01.15
- E. Community Center Advisory Board Meeting Minutes 2025.03.19

Motion:	Move to approve the consent calendar as presented.				
Moved:	Sollaccio				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Dyer	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

4. Commissioner Reports

Commissioner Mitchell noted he went to Providence’s new opening in Warrenton and noted highlights and the services they will provide.

Commissioner Poe stated he attended the CREST budget meeting and noted they are financially in good shape.

Mayor Balensifer stated he attended a meeting with Oregonians for Floodplain Protection related to the BiOp lawsuit, and noted they are discussing settlement terms with FEMA; there will be more information soon.

5. Public Comment – None (noted after the Public Hearing items)

6. Public Hearings

A. Adoption of Fiscal Year 2025-2026 Budget:

Mayor Balensifer opened the public hearing on the adoption of the Warrenton City Budget for Fiscal Year (FY) 2025-2026. Formalities followed. No conflicts of interest or ex parte contacts were reported. Finance Director Jessica Barrett presented her staff report on the budget, noting the budget was approved by the Budget Committee on May 10th and stated the total spending authority is \$46,406,191, including the contingency. Mayor Balensifer asked for public comments. No one spoke in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public comment period. There being no further questions or comments, he closed the public hearing.

Motion:	Move to adopt the City of Warrenton FY 2025-2026 City of Warrenton Budget as approved by the Warrenton Budget Committee and as set forth in Resolution No. 2704.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Dyer	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. State Revenue Sharing:

Mayor Balensifer opened the public hearing on the election to receive State Revenue Sharing funds. Formalities followed. No conflicts of interest or ex parte contacts were reported. Barrett presented the staff report, noting that the total of estimated state shared revenue is \$703,817 - \$180,080 of that amount will go into the General Fund, and \$523,738 will go to the State Tax Street Fund. Mayor Balensifer asked for public comments. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the comment period and the closed the public hearing.

Motion:	Move to adopt Resolution No. 2705; A Resolution Declaring the City of Warrenton’s Election to Receive State Revenues for Fiscal Year 2025-2026.
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Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Dyer	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

It was noted that no Public Comment cards had been submitted for the public comment period. (Agenda item 5.)

7. Business Items

A. Consideration of Capital Improvement Program (CIP) Adoption:

Barrett discussed the Capital Improvement Program, noting it was reviewed in a previous work session. City Manager Esther Moberg noted one street project that is through wetlands they are not sure can be completed but has been left in the CIP at this time.

Motion:	Move to adopt the 2026-2031 Capital Improvement Program.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Sollaccio	X			
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Consideration of Fluoride Ballot Measure:

City Manager Esther Moberg discussed the Fluoride Ballot Measure, noting the high cost to put it on the November ballot. She suggested putting it on the May 2026 ballot to reduce the cost and be cognizant of taxpayer funds. Brief discussion followed.

Motion:	Move to approve putting the question of continuing the fluoridation of the Warrenton City Water on the May 2026 ballot.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Sollaccio		X		
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/1				

C. Consideration of Amendment to Audit Services Contract:

Barrett discussed an amendment to the audit services contract to extend the contract for two additional two year terms.

Motion:	Move to amend the contract with Isler CPA to include the option to extend for two additional 2 year terms.				
Moved:	Sollaccio				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Sollaccio	X			
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

D. Consideration of Change Order No. 1 – Raw Waterline Replacement RP-2 Project, Engineering Professional Services Contract:

Public Works Director Kevin Gorman explained the reason for the proposed change order for the Raw Waterline Replacement RP-2 project, noting DEQ requirements that were not anticipated. Mayor Balensifer noted he is not good with the change order, noting the engineering costs. Gorman noted there was miscommunication on the easements. Discussion continued.

Motion:	Move to approve Change Order #1 – Raw Waterline Replacement RP-2 Engineering Professional Services Contract, increasing the not-to-exceed contract amount from \$396,092 to \$445,602.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Sollaccio	X			
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

E. Consideration of Amendment to Professional Services Contract – Porter Wright Morris & Arthur LLP:

Moberg discussed an addendum to the Lobbyists contract for the WWTP funding.

Motion:	Move to approve the addendum to Porter Wright Morris & Arthur LLP Professional Services Contract, extending one year, with a not to exceed amount of \$50,000.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Sollaccio	X			

	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

F. Consideration of Water Rates Adjustment; Resolution No. 2701 - Adoption:

Gorman presented for adoption, Resolution No. 2701; adopting a 4% rate increase in water department rates and fees, as approved by the Warrenton Budget Committee.

Motion:	Move to adopt Resolution No. 2701.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Sollaccio	X			
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

G. Consideration of Sewer Rate Adjustment – Resolution No. 2702:

Gorman presented for adoption, Resolution No. 2702; adopting an 8% rate increase in sewer rates, as approved by the Warrenton Budget Committee.

Motion:	Move to adopt Resolution No. 2702.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Sollaccio	X			
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

H. Consideration of Recycling Rate Adjustment – Resolution No. 2703:

Gorman presented for adoption, Resolution No. 2703; adopting new rates for residential recycling services, as approved by the Warrenton Budget Committee. He noted this is a pass through from Recology. Mayor Balenisfer asked when the garbage rate study will be done; Moberg stated we will be starting that in July, with a summary back to the commission hopefully by the end of summer. Commissioner Sollaccio asked what notification is sent to the public; it was noted that notification will be on the prior month's utility bill. Commissioner Mitchell asked if the city makes anything on the pass through; Moberg noted the city collects a

franchise fee. Discussion continued.

Motion:	Move to adopt Resolution No. 2703.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Sollaccio	X			
	Dyer	X			
	Poe	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

8. Discussion items – None

9. Good of the Order

Commissioner Sollaccio noted the success of the recent community baby shower; she noted the fall childcare grant; and stated she attended City of Astoria's emergency meeting regarding job corps and also participated in the free fishing day.

Commissioner Mitchell encouraged people to volunteer with Spruce Up Warrenton.

City Manager Moberg noted the new community grant process for non-profits. She also stated staff are updating the event application, and next will be an update to the general volunteer process.

10. Executive Session – None

11. Adjournment

There being no further business, Mayor Balenisfer adjourned the meeting at 6:34 pm.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



City of Warrenton Parks Advisory Board

Meeting Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Monday, April 14, 2025

1. Parks Advisory Board meeting called to order at 4:00pm

2. Pledge of Allegiance

Parks Board Members	Present	Excused
Ron Dyer	X	
Sammi Beechan	X	
Bert Little	X	
Brooke Terry	X	
Sara Long, Chair	X	

Staff Members Present	
City Manager Esther Moberg	Public Works Acting Director, Rock Haglund
Acting PW Executive Secretary, Lily Newman	

3. Consent Calendar

*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 Parks Advisory Board.

A. Parks Advisory Board Meeting Minutes – 2.10.2025

Motion:	Move to approve the consent calendar as presented.				
Moved:	Chair Sara Long				
Seconded:	Bert Little	Aye	Nays	Absent	Recused
	Dyer	X			
	Beechan	X			
	Little	X			
	Terry	X			
	Long	X			
Passed:	4/0				

4. Reports

A. Warrenton Kids Inc.

- i. No representatives were present.

B. Public Works Operations – Rock Haglund Acting Public Works Director

- i. Acting Director Rock Haglund reported that unfortunately, the crack sealing efforts and court resurfacing project got put on hold due to the state of the cracks. After meeting with a court resurfacing company, Public Works was informed that the cracks will come back within a year if they are simply resealed. Therefore it was recommended that the courts be redone in their entirety. This will require fixing the foundation and repouring then surfacing the courts. There is a Capital Improvement Project planned for this work and Public Works will send out an RFQ for the project. The City has budgeted \$300,000.00 for the project. The Parks Alliance Board asked to know when the Court was originally put in.
- ii. Carruthers Memorial Dog Park Roof Replacement is in process and will be completed by July 1st.
- iii. Public Works asked for direction with the purpose of a budgeted Capital improvement Project regarding lighting at Quincy Robinson Park. The Board shared that the purpose of the project was to provide additional lighting in efforts to deter vandalism. This will come out of the building and maintenance fund. The Parks Advisory Board suggested that lighting off of the building, adding additional lights to the existing lights and also at the play set if possible. Public Works will compare the cost of electric versus solar lights, though the preference and what has been standard procedure is using LED lights that are hardwired in. This project will be funded by the Quincy Robinson Park Fund.
- iv. The Seafarer's Park grant was also discussed, and a brief discussion over the plans for the park repair was had surrounding the tree on the east shoreline and the viewing point bench. Public Works will check to see if North Coast Civil will be available to protect the trees and will also check the flow of the river to better understand where to put material.
- v. Acting Public Works Director Rock Haglund also made note that the concession stand at Quincy Robinson Park is in need of repairs, and will also check the dugouts for any necessary repairs. Additionally, the Park sign at Quincy Robinson Park has broken down and the City intends to replace it with funds out of the Quincy Robinson Fund. City Manager Esther Moberg set a \$10,000.00-\$15,000.00 budget for the sign replacement.

5. Public Comment

- i. There were no public comments at this meeting.

6. Business Items

A. City Website Trials Map List -Brooke Terry

- i. New trail signs need to be installed at the Trailheads. The Parks Advisory Board would like to have Public Works assistance with installing and taking down the signs. Park Alliance would like to do a ribbon cutting ceremony for the sign reveal and trial opening, Shooting for the end of June

B. Community Garden Relocation- Rock Haglund

- i. Request for quote for the Community Garden fence was received and sent to ^{Esther} ~~ESTER~~
- ii. Public works is waiting for the ground to dry a bit more to start construction so that there are no ruts due to wet ground.

C. WIKI Field – ^{RDM} ~~Rob~~ Dyer

- i. At Quincy Robinson Park the tall Fencing is falling and peeling away from the top of the pole and needs to reattach
- ii. Dyer asked public works ^{if} ~~is~~ they could ^{add} ~~ass~~ Sand so it can be ^{spread} ~~spread~~ in the outfield, so it is not so wet and mushy especially field 3

7. Discussion Items

Warrenton Parks Advisory Board

Meeting Minutes 8.13.2024

Page: 2 of 3

- a) Warrenton Community Garden
 - i) Warrenton Community Garden has a phone number on the gate however this phone number is from an old community member that no longer maintains the garden. The Park Alliance is looking for support for how to manage the community garden better in collaboration with the public works department and community members
- b) Summer Fundraiser Event
 - i) Chipotle Fundraiser is coming up. Make sure to tell the cashier that it is for the parks alliance fundraiser.
 - ii) We also have had successful trail clean up events as well.
 - iii) This Saturday there will be an invasive species removal with support for Mattherw Solberg from NWCA
 - iv) Fred Meyer donation allocation in the app: Parks Alliance was able to raise \$47,800 and ^ directly supported 11 households
 - v) Bottle Drop had helped raise \$81; we are saving our bottle for earth day because there will be 20% increase making it easier to raise money.
- c) Outdoor Exercise Equipment
 - i) Outdoor Exercise Equipment was approved by Esther to move forward in budgeting and ordering. Discussion was had regarding which fun this equipment would be taken out of.

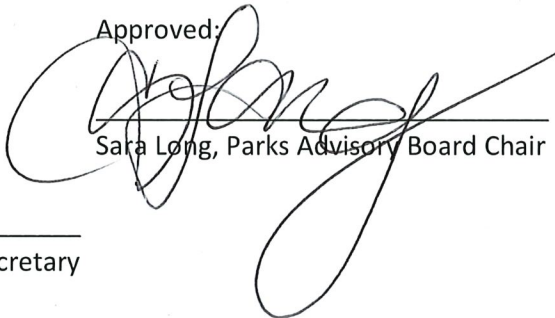
8. Adjournment

There being no further business, Chairperson Sara Long adjourned the meeting at 5:00 p.m.

Attest:


Savannah Cummings, Public Works Executive Secretary

Approved:


Sara Long, Parks Advisory Board Chair

Volume 18, Issue 10

Monthly Finance Report
April 2025

June 24, 2025

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	4.60%	5.20%
Prime Rate:	7.50%	8.50%
◆ CPI-U change:	2.3%	3.4%
◆ Unemployment Rates:		
Clatsop County:	4.5%	3.9%
Oregon:	4.7%	4.2%
U.S.:	4.2%	3.9%

Department Statistics

◆ Utility Bills mailed	3,145
◆ New Service Connections	3
◆ Reminder Letters	345
◆ Door Hangers	86
◆ Water Service Discontinued	8
◆ Counter payments	417
◆ Mail payments	857
◆ Auto Pay Customers/pmts	643
◆ Online (Web) payments	1,596
◆ Checks issued	365

Current and Pending Projects

- ◆ ARPA Funding (Report was due April 30, 2025)
- ◆ 2026-2031 Capital Improvement Program
- ◆ 2025-2026 Budget Finalization
- ◆ Insurance Renewals

Financial Narrative as of April 30, 2025

Note: Revenues and expenses should track at 10/12 or 83.3% of the budget.

General Fund: Year to date revenues amount to \$4,821,044 which is 84.72% of the budget, compared to the prior year amount of \$5,417,666, which was 86.09% of the budget and are down by \$596,622. Increases are shown in current property tax, franchise fees, municipal court, planning fees, police charges, fire charges, park charges, leases, food pod receipts and proceeds from sale of assets and are offset by decreases in transient room taxes, liquor license fees, state revenue sharing, miscellaneous, interest, donations and transfers from other funds.

Expenses year to date amount to \$4,959,727, which is 73.77% of the budget, compared to the prior year amount of \$5,158,095, which was 76.7% of the budget. All departments are tracking under budget.

WBL: Business license revenue amounts to \$84,940, compared to \$83,781 at this time last year, an increase of \$1,159. Year to date licenses issued is 765 compared to 750 at this time last year.

Building Department: Permit revenues this month amount to \$62,790 and \$140,959 year to date, which is 114.72% of the budgeted amount. Last year to date permit revenue was \$135,946, 43.3% of the budget.

State Tax Street: State gas taxes re-

ceived this month amount to \$37,207 for fuel sold in March and \$389,642 year to date. City fuels taxes received this month amount to \$22,748 for fuel sold in February and are \$238,803 year to date. Total gas taxes received year to date are \$628,445 compared to \$622,576 at this time last year.

Warrenton Marina: Total revenues to date are \$749,867, 102.8% of the budgeted amount, compared to the prior year amount of \$773,699 which was 103.4% of the budgeted amount. There is \$64,928 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$476,081, 103.7% of the budgeted amount, compared to the prior year amount of \$465,055, which was 110.9% of the budgeted amount. There is \$3,900 in moorage receivables outstanding.

Of the total outstanding receivables:

\$9,509 (13.81%) is current,

\$8,402 (12.21%) is 30-60 days past due,

\$3,428 (4.98%) is 60-90 days past due and

\$47,490 (69%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$199,873 and \$98,840, and \$2,294,347 and \$1,598,600 year to date for in-city and out-city respectively and totals \$3,892,947 and is 89.01% of the

budget. Last year at this time, year to date fees were \$2,257,993,129 and \$1,334,446, for in-city and out-city, respectively and totaled \$3,592,439.

Sewer Fund: Utility fees charged this month are \$264,469 and \$2,792,448 year to date, which is 86.2% of the budget. Last year at this time, year to date fees were \$2,509,633. Shoreline Sanitary fees year to date are \$128,217. Total revenues year to date are \$2,792,448 compared to \$2,631,739 at this time last year, an increase of \$160,709.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$52,869 and \$532,586 year to date and is 86.3% of the budget. Last year to date revenues were \$501,706 which was 91.5% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$93,746 and \$21,807, and \$951,208 and \$216,640, year to date, and are 84.92% and 90.79% of the budget respectively.

Community Center Fund: Rental revenue year to date is \$69,328 and is 346.6% of the budget. Last year to date revenue was \$53,251, which was 266.3% of the budget. The advisory board's annual Breakfast with the Easter Bunny Fundraiser brought in net proceeds of \$2,120 through donations from local businesses, ticket sales and raffle sales.

Financial data as of April, 2025

(\$ Cash Balances as of April 30, 2025)

General Fund	2,943,035	Warrenton Marina	515,019	Storm Sewer	2,175,681
WBL	180,399	Hammond Marina	403,400	Sanitation Fund	525,003
Building Department	489,244	Water Fund	2,501,436	Community Center	86,359
State Tax Street	3,200,550	Sewer Fund	3,074,578	Library	283,498

Warrenton Urban Renewal Agency

Capital Projects	15,415
Debt Service	1,812,494

		Actual as a % of				(over) under budget
General Fund Revenues	Collection Frequency	2024-2025 Budget	Current Budget	Collections/Accruals Year to date		
				April 2025	April 2024	
Property taxes-current	AP	1,428,999	94.63	1,352,333	1,302,396	76,666
Property taxes-prior	AP	30,000	79.26	23,777	23,205	6,223
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	695,225	88.88	617,925	547,729	77,300
COW - franchise fees	M	354,629	83.20	295,069	284,985	59,560
Transient room tax	Q	650,000	70.42	457,761	458,222	192,239
Liquor licenses	A	625	100.00	625	650	-
State revenue sharing	MQ	223,378	50.48	112,751	131,524	110,627
Municipal court	M	94,200	55.17	51,971	67,701	42,229
Planning Fees	I	103,000	68.56	70,615	39,372	32,385
Police charges	I	24,000	91.20	21,888	19,134	2,112
Fire charges	SM, I	119,018	112.08	133,396	100,662	(14,378)
Park charges	I	-	0.00	1,010	835	-
Housing rehab loan payments	I	-	0.00	-	-	-
Miscellaneous	I	5,000	189.25	9,462	49,857	(4,462)
Interest	M	90,000	118.53	106,680	115,288	(16,680)
Lease receipts	M	272,758	91.95	250,795	202,186	21,963
Food pod receipts	M	-	0.00	26,400	24,170	(26,400)
Proceeds from sale of assets	I	-	0.00	4,714	3,761	(4,714)
Donations	I	-	0.00	-	871	-
Grants	I	-	0.00	-	-	-
Sub-total		4,090,832	86.47	3,537,171	3,372,548	553,661
Transfers from other funds	I	3,000	0.00	3,000	795,150	-
Overhead	M	1,596,971	80.21	1,280,873	1,249,968	316,098
Total revenues		5,690,803	84.72	4,821,044	5,417,666	869,759

M - monthly

S - semi-annual

Q - quarterly

I - intermittently

SM - Semi-annual in January then monthly

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

AP - As paid by taxpayer beginning in November

A - annual

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

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, 2025. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

Financial data as of April 2025, continued

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,503,196	2,602,003	1,850,000	140.65
Plus: Revenues	361,213	4,821,044	5,690,803	84.72
Less: Expenditures				
Municipal Court	11,029	147,577	212,822	69.34
Admin/Comm/Fin(ACF)	81,439	1,280,873	1,596,972	80.21
Planning	28,399	237,056	444,512	53.33
Police	162,942	1,846,036	2,678,362	68.92
Fire	97,523	1,027,999	1,233,234	83.36
Parks	19,757	149,408	286,839	52.09
Transfers	-	270,778	270,778	100.00
Total Expenditures	401,089	4,959,727	6,723,519	73.77
Ending Fund Balance	2,463,320	2,463,320	817,284	301.40

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	179,792	150,786	130,000	115.99
Plus: Revenues	1,139	92,680	65,800	140.85
Less: Expenditures	543	63,078	77,038	81.88
Ending Fund Balance	180,388	180,388	118,762	151.89

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	489,842	483,082	460,000	105.02
Plus: Revenues	23,567	232,605	206,480	112.65
Less: Expenditures	27,747	230,025	481,132	47.81
Ending Fund Balance	485,662	485,662	185,348	262.03

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,215,674	3,241,761	3,300,000	98.24
Plus: Revenues	75,443	840,733	4,350,625	19.32
Less: Expenditures	221,795	1,013,171	5,215,225	19.43
Ending Fund Balance	3,069,322	3,069,322	2,435,400	126.03

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	693,579	451,107	410,000	110.03
Plus: Revenues	20,643	749,867	729,364	102.81
Less: Expenditures	141,670	628,422	892,096	70.44
Ending Fund Balance	572,552	572,552	247,268	231.55

Financial data as of April 2025, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	475,681	322,296	275,000	117.20	4,047,204	2,101,761	2,000,000	105.09
Plus: Revenues	8,963	476,081	459,022	103.72	361,828	4,440,467	7,381,792	60.15
Less: Expenditures	87,933	401,667	563,469	71.28	1,695,895	3,829,091	7,703,880	49.70
Ending Fund Balance	396,710	396,710	170,553	232.60	2,713,137	2,713,137	1,677,912	161.70

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	4,892,240	3,355,550	3,100,000	108.24	2,223,220	1,837,304	1,515,000	121.27
Plus: Revenues	324,615	3,471,414	3,430,625	101.19	61,223	756,115	1,737,264	43.52
Less: Expenditures	2,148,840	3,758,949	4,990,921	75.32	88,247	397,222	2,283,391	17.40
Ending Fund Balance	3,068,015	3,068,015	1,539,704	199.26	2,196,196	2,196,196	968,873	226.68

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	658,741	593,041	560,000	105.90	82,797	62,718	60,000	104.53
Plus: Revenues	119,344	1,207,554	1,388,710	86.96	3,944	80,578	26,800	300.66
Less: Expenditures	209,645	1,232,155	1,432,337	86.02	2,387	58,943	66,716	88.35
Ending Fund Balance	568,440	568,440	516,373	110.08	84,353	84,353	20,084	420.00

	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	298,102	229,299	220,000	104.23	6,683	6,487	6,400	101.36
Plus: Revenues	10,981	299,689	283,879	105.57	86,359	962,535	1,800,000	53.47
Less: Expenditures	28,101	248,006	333,445	74.38	86,339	962,319	1,806,400	53.27
Ending Fund Balance	280,982	280,982	170,434	164.86	6,703	6,703	-	-



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
FROM: Chief Mathew Workman
DATE: May 27, 2025
RE: April 2025 Stats Report

Upcoming Dates:

- 06/25 – 911 Subscriber Meeting
- 07/17 – LEA Meeting
- 07/23 – 911 Subscriber Meeting
- 08/07 – WPD Training Day

Highlights Since the Last Report:

- 05/28 – 911 Subscriber Meeting
- 05/30 – Police Clerk Asst. Interviews
- 06/05 – WPD Training Day
- 06/06 – Kiwanis BUGs – WGS
- 06/09 – Kiwanis BUGs – WMS
- 06/14 – Pierce Retirement Ceremony

Traffic Statistic Highlights:

- One (1) DUI Arrests – Alcohol
- Nine (9) Driving While Suspended Citations/Arrests
- Three (3) Speeding Citations
- Five (5) Failure to Yield or Traffic Control Device Citations
- Eight (8) Insurance Citations
- One (1) Driver's License Citations
- Three (3) License/Registration Citations
- One Hundred Sixty-Six (222) other Citations and Warnings
- Seventeen (17) Traffic Crash Investigations
- **Citation vs Warning: 252** Traffic Stops: **35** Citations, **217** Warnings; *Warning 86% of the time.*

Overall Statistics:

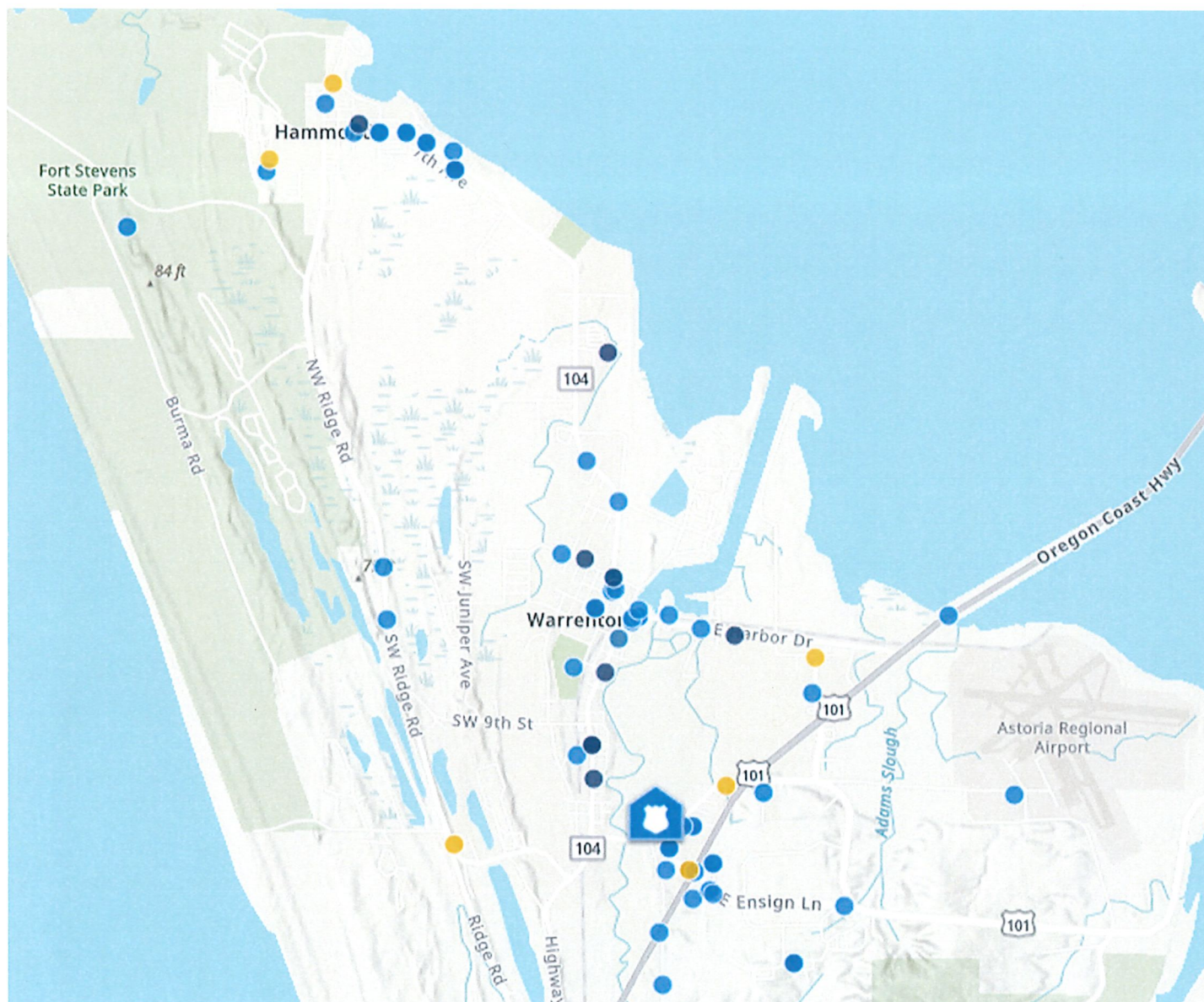
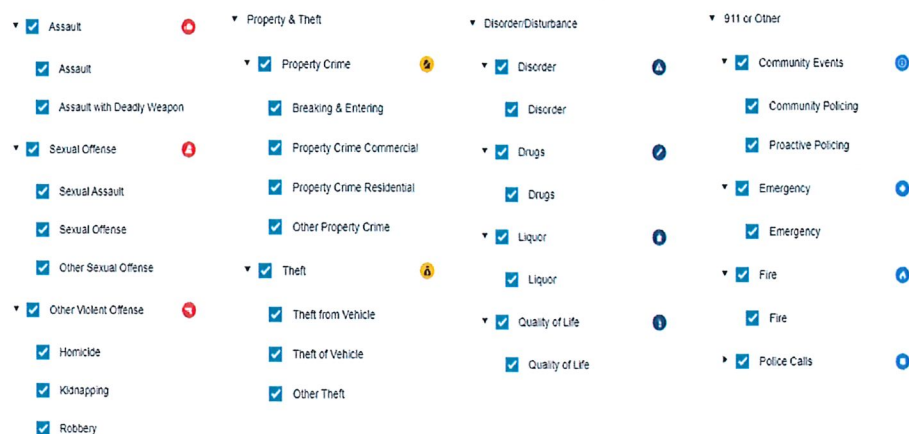
May Statistics (% changes are compared to 2025)							
Category	2025	2024	% Chg	2023	% Chg	2022	% Chg
Calls for Service	854	749	14%	826	3%	630	36%
Incident Reports	255	232	10%	211	21%	198	29%
Arrests/Citations	89	196	-55%	127	-30%	105	-15%
Traffic Stops/ Events	304	152	100%	258	18%	169	80%
DUI's	1	3	-67%	1	0%	1	0%
Traffic Crashes	17	15	13%	12	42%	13	31%
Property Crimes	119	111	7%	91	31%	103	16%
Person Crimes	61	73	-16%	74	-18%	61	0%
Drug/Narcotics Calls	4	11	-64%	2	100%	1	300%
Animal Calls	33	24	38%	30	10%	16	106%
Officer O.T.	79.5	88.75	-10%	84.25	-6%	213	-63%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Calls for Service	644	581	654	723	854					
Incident Reports	205	190	224	237	255					
Arrests/Citations	91	63	103	92	89					
Traffic Stops/ Events	160	110	132	249	304					
DUII's	8	3	2	1	1					
Traffic Crashes	20	20	17	17	17					
Property Crimes	76	56	90	67	119					
Person Crimes	61	62	50	55	61					
Drug/Narcotics Calls	4	1	2	3	4					
Animal Calls	22	29	18	26	33					
Officer O.T.	160.25	54.5	85.1	105.25	79.5					
Reserve Hours	0	0	0	0	0					

Category	Nov	Dec	2025 YTD	2025 Estimate	2024	2025 v 2024	2023	2024 v. 2023	2022	2025 v. 2022
Calls for Service			3456	8294.4	8458	-2%	9084	-9%	8050	3%
Incident Reports			1111	2666.4	2618	2%	2529	5%	2484	7%
Arrests/Citations			438	1051.2	1317	-20%	1335	-21%	1602	-34%
Traffic Stops/ Events			955	2292	2215	3%	2369	-3%	1848	24%
DUII's			15	36	27	33%	30	20%	34	6%
Traffic Crashes			91	218.4	209	4%	217	1%	168	30%
Property Crimes			408	979.2	1190	-18%	1127	-13%	1204	-19%
Person Crimes			289	693.6	786	-12%	825	-16%	811	-14%
Drug/Narcotics Calls			14	33.6	56	-40%	60	-44%	40	-16%
Animal Calls			128	307.2	307	0%	335	-8%	273	13%
Officer O.T.			484.6	1163	1635.3	-29%	1572	-26%	2212.8	-47%
Reserve Hours			0	0	0	0%	0	0%	0	0%

May Homeless Incidents		2025	2024	2023	2022
	Code 40 (Normal)	35	29	29	21
	Code 41 (Aggressive)	6	8	8	4
	May Monthly Total:	41	37	37	25
	YTD Total Homeless Incidents	157	210	137	140
May Elk Incidents		2025	2024	2023	2022
	Interaction:	0	0	3	0
	Traffic Accidents:	0	0	0	0
	Traffic Complaints:	0	0	0	0
	May Monthly Total:	0	0	3	0
	YTD Total Elk Incidents	2	6	12	6

The following is a graphic representation of statistics for **May 2025** using our **CityProtect** membership (formerly [CrimeReports.com](https://www.cityprotect.com)). The “Dots” represent the location of a call, and if you zoom in on the map, you will see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website (www.cityprotect.com), you can zoom in on each incident for more details.





AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Esther Moberg, City Manager
 DATE: June 24th
 SUBJ: Consent Calendar approval of Spruce Up Warrenton City events

SUMMARY

As per the approved fiscal year 2025-2026 city budget, Spruce Up Warrenton is requesting funds to run the 4th of July and Fall Festival as the designated non-profit to handle those events. Please see the attached breakdown for this approval. This was already approved and budgeted at last commission meeting, this is just noting the amounts requested (within budget) that Spruce Up Warrenton will receive a check in the amount of \$11,020 in support of the two events from the City of Warrenton.

FISCAL IMPACT

Budgeted in the City Budget FY 2025-2026 in the Warrenton Business License Fund under Holiday Event Sponsorship

Approved by City Manager: _____

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

Spruce Up Warrenton 2025 - 2026 Budget Request - \$11,020

4th of July - \$1,470

- Sweet Septic \$900
- Awards \$170
- Advertising \$200
- UHaul \$200

Fall Festival - \$9,550

- Park Rental \$450
- U-Haul \$200
- Sweet Septic \$900
- Pumpkins \$2,500
- Prizes \$3,000
- Advertising \$500
- Candy \$1,500
- Table/Chair Rental \$250
- Decorations/Supplies \$250

Clatsop County Deflection Program Stats for September 1, 2024- April 30, 2025



Referring Agencies

Astoria PD

Cannon Beach PD

Clatsop County SO

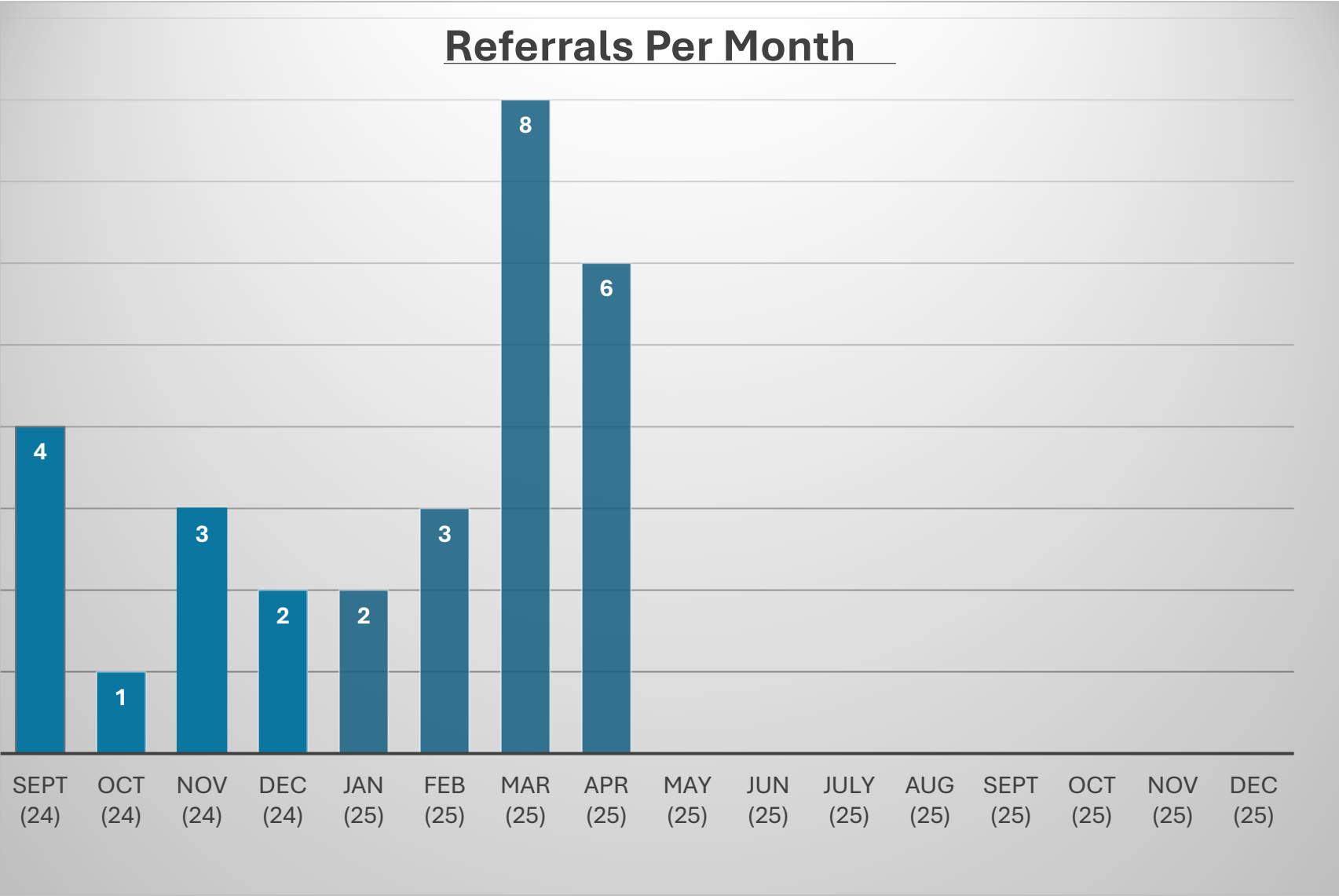
Gearhart PD

Seaside PD

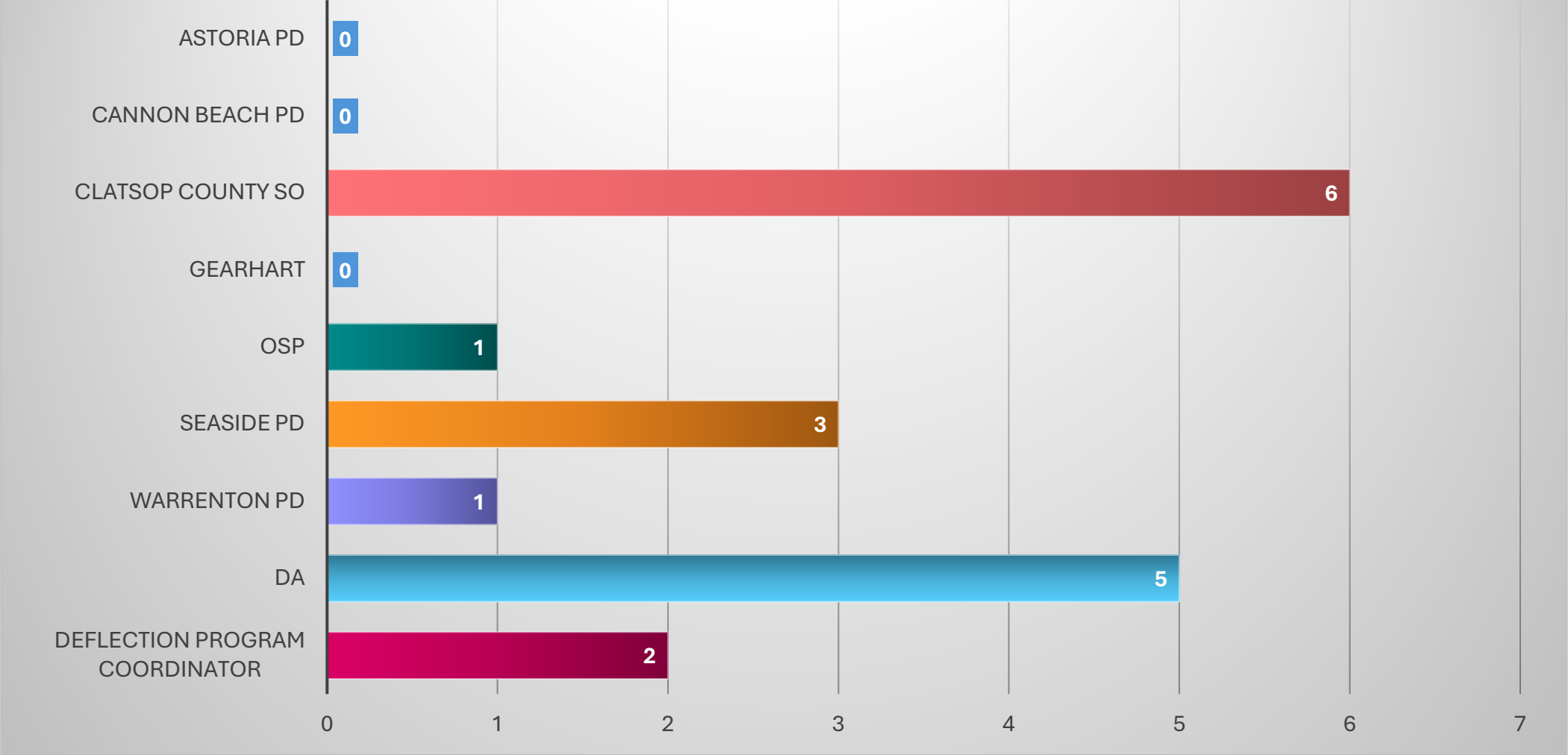
Warrenton PD

DA's Office

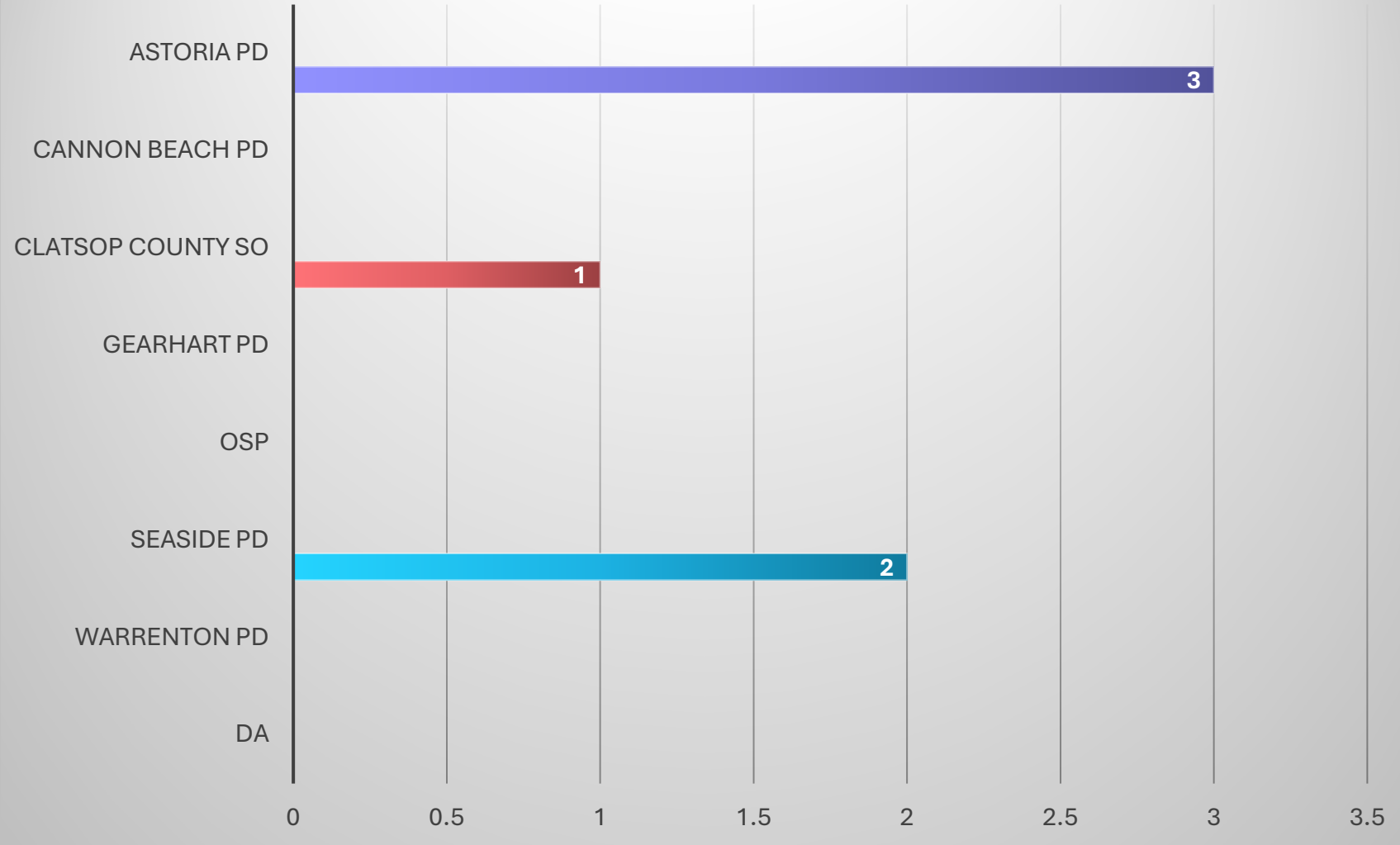
OSP



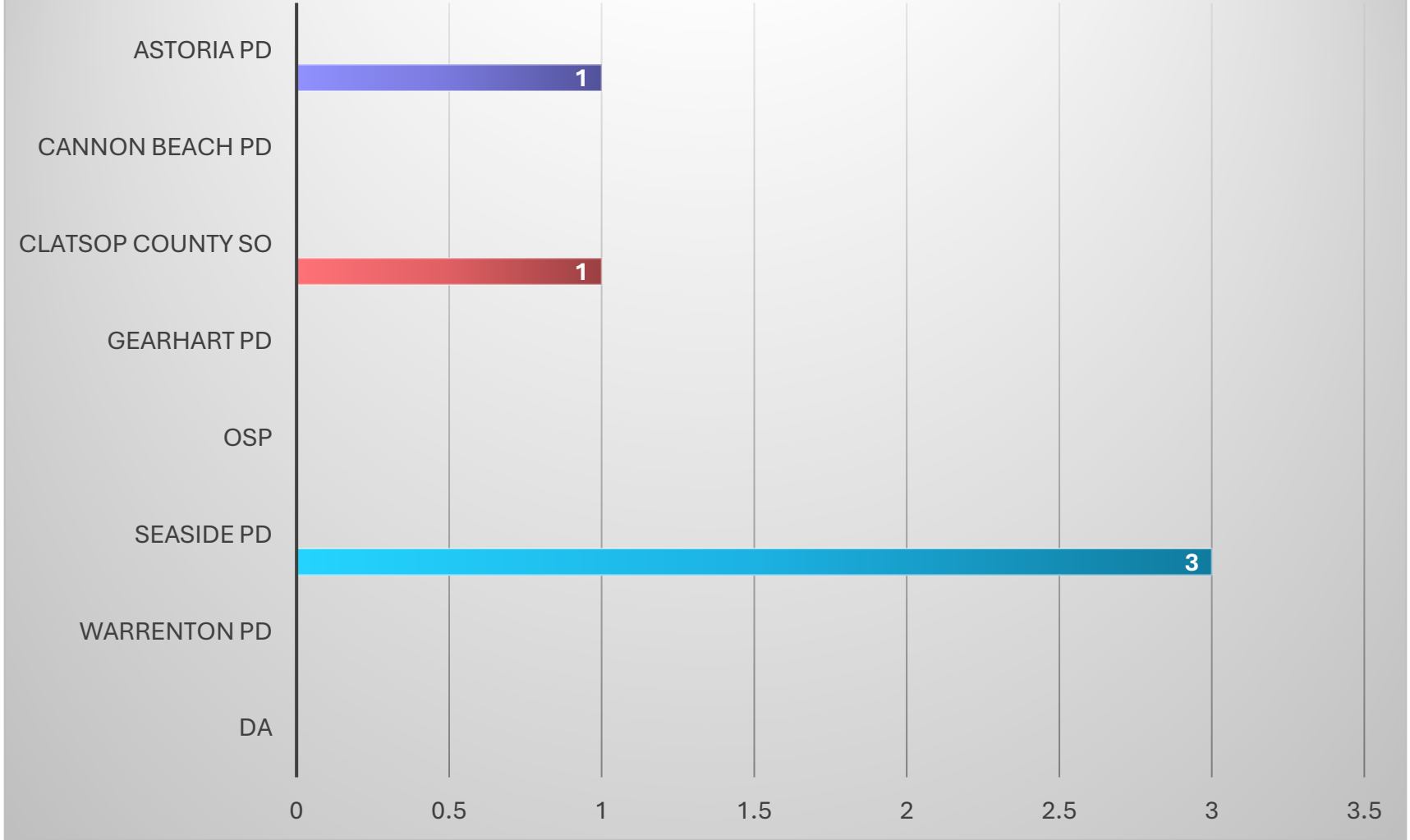
Referral By Agency and Client Entered Program



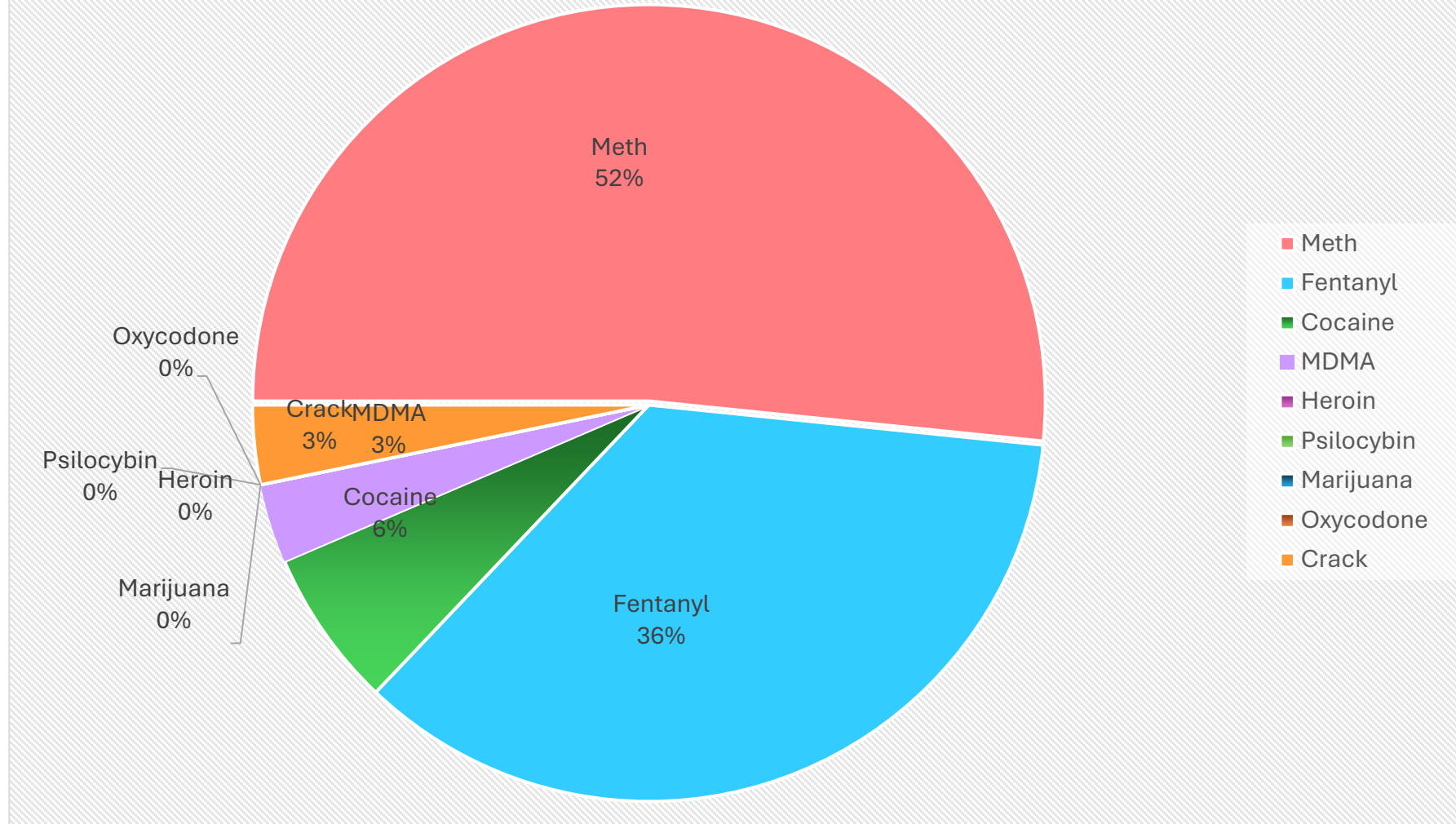
Offered Deflection by Agency but Client Declined



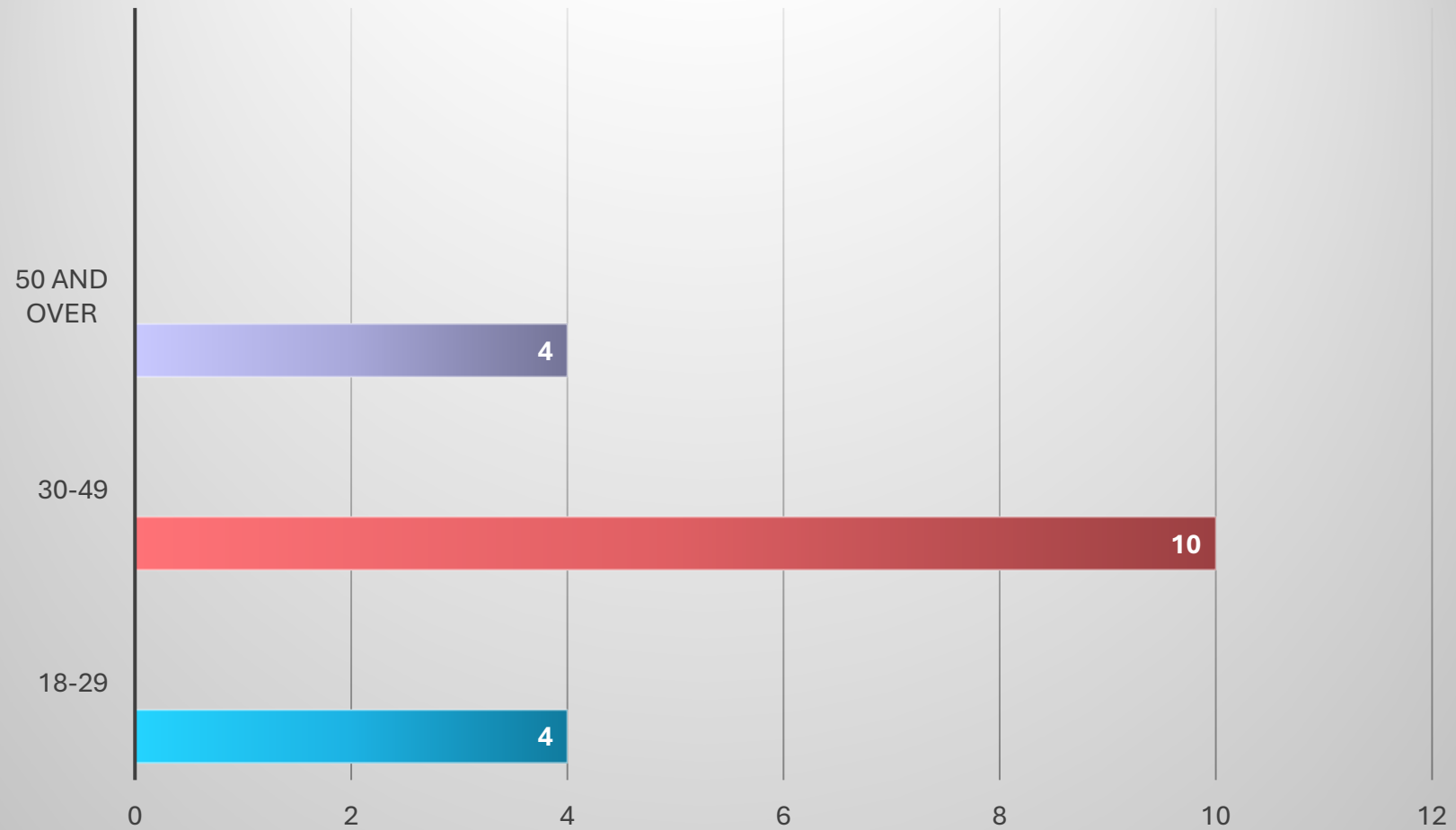
Referred by Agency- Client Accepted-Didn't Show Up



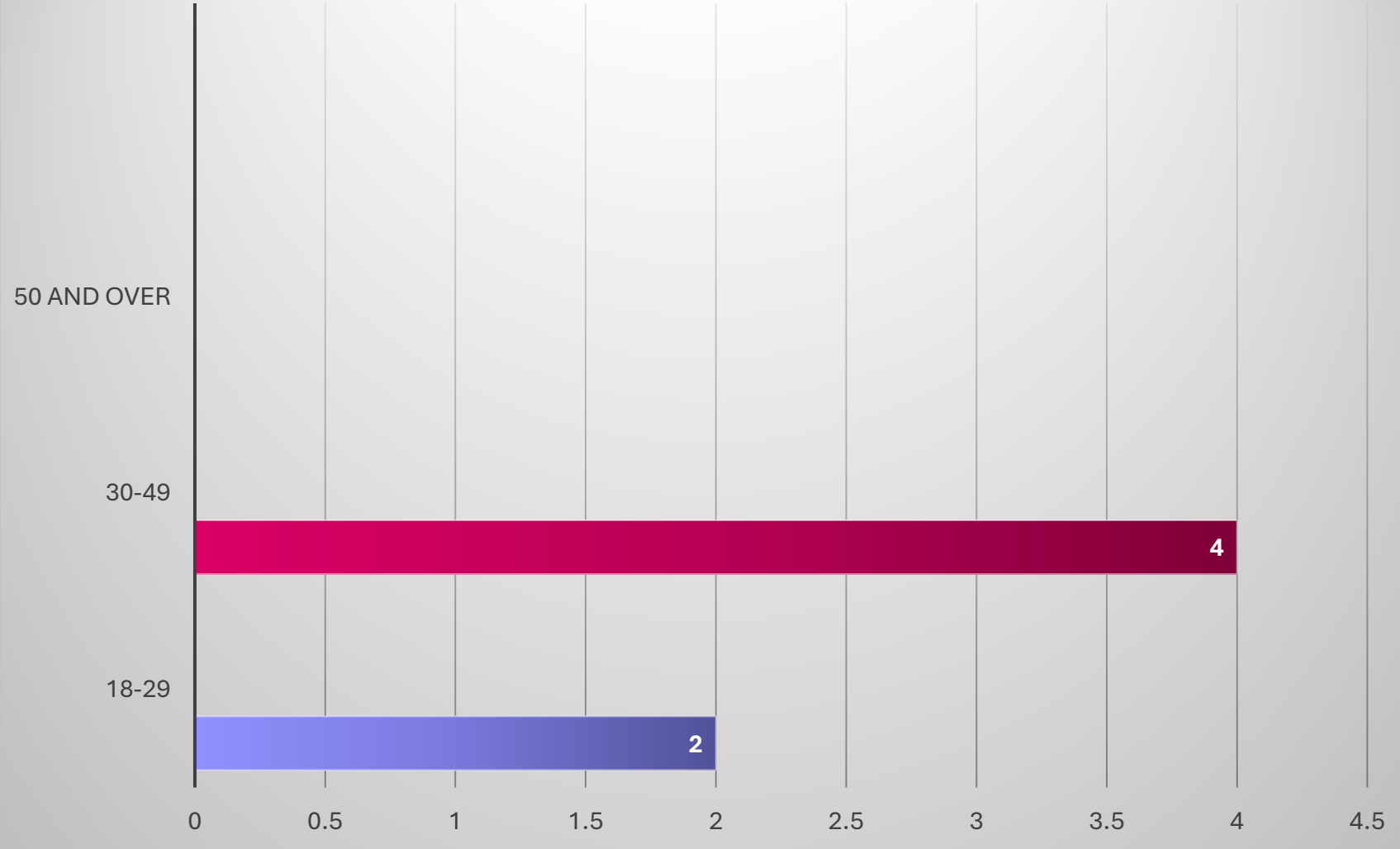
Drug Types



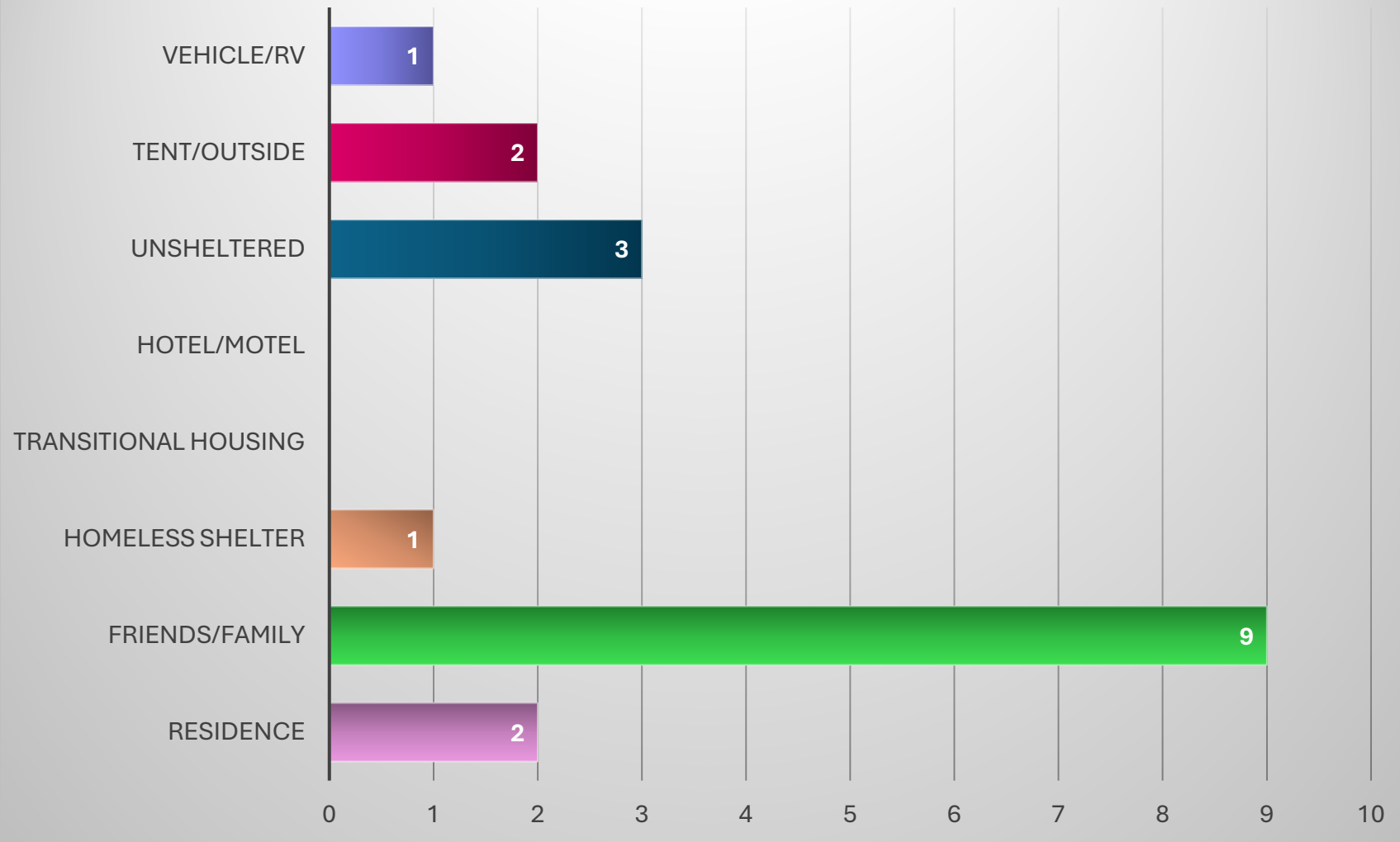
Age Demographics of Clients in Program



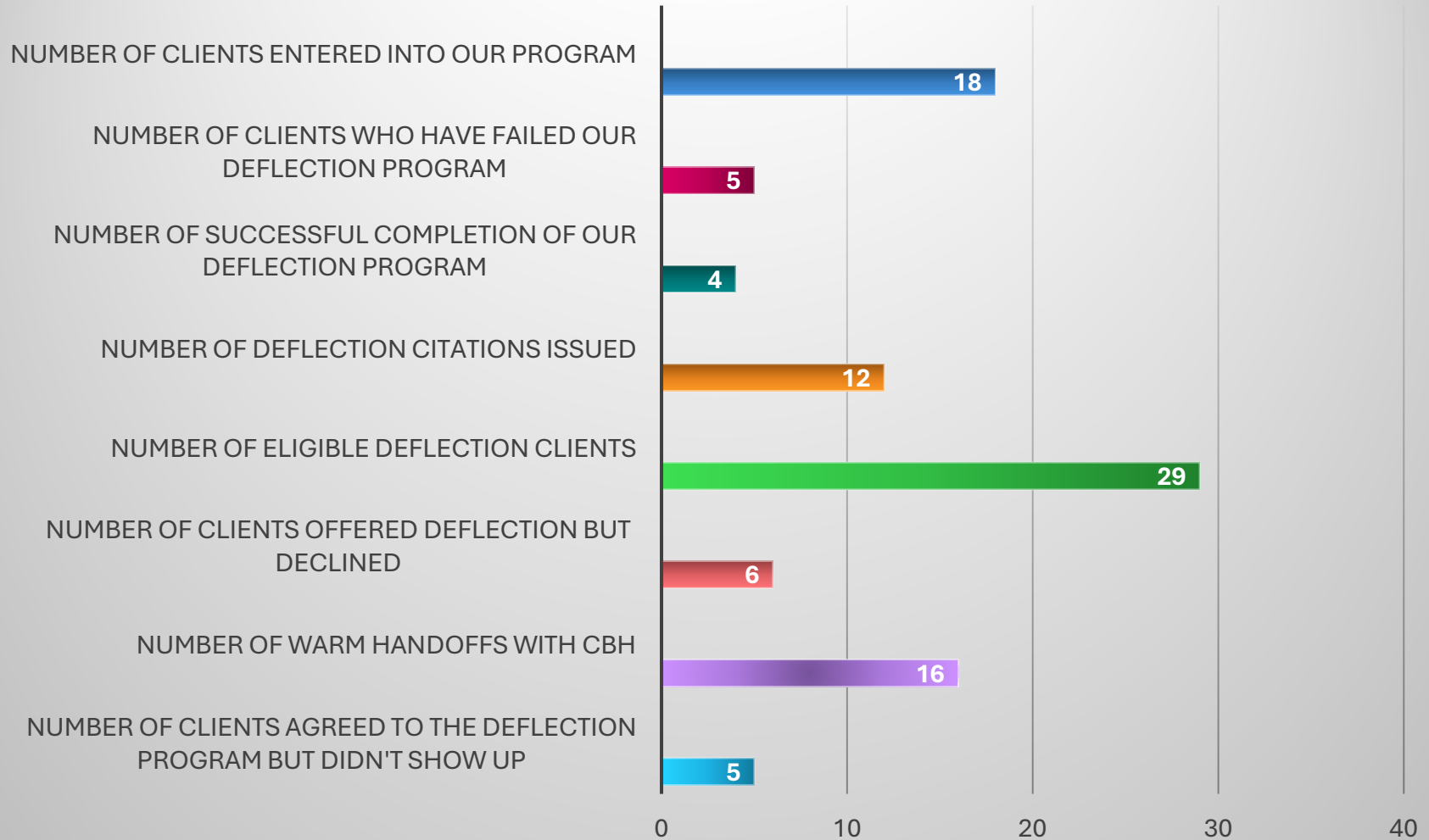
Age of Demographics of Clients that Declined the Program



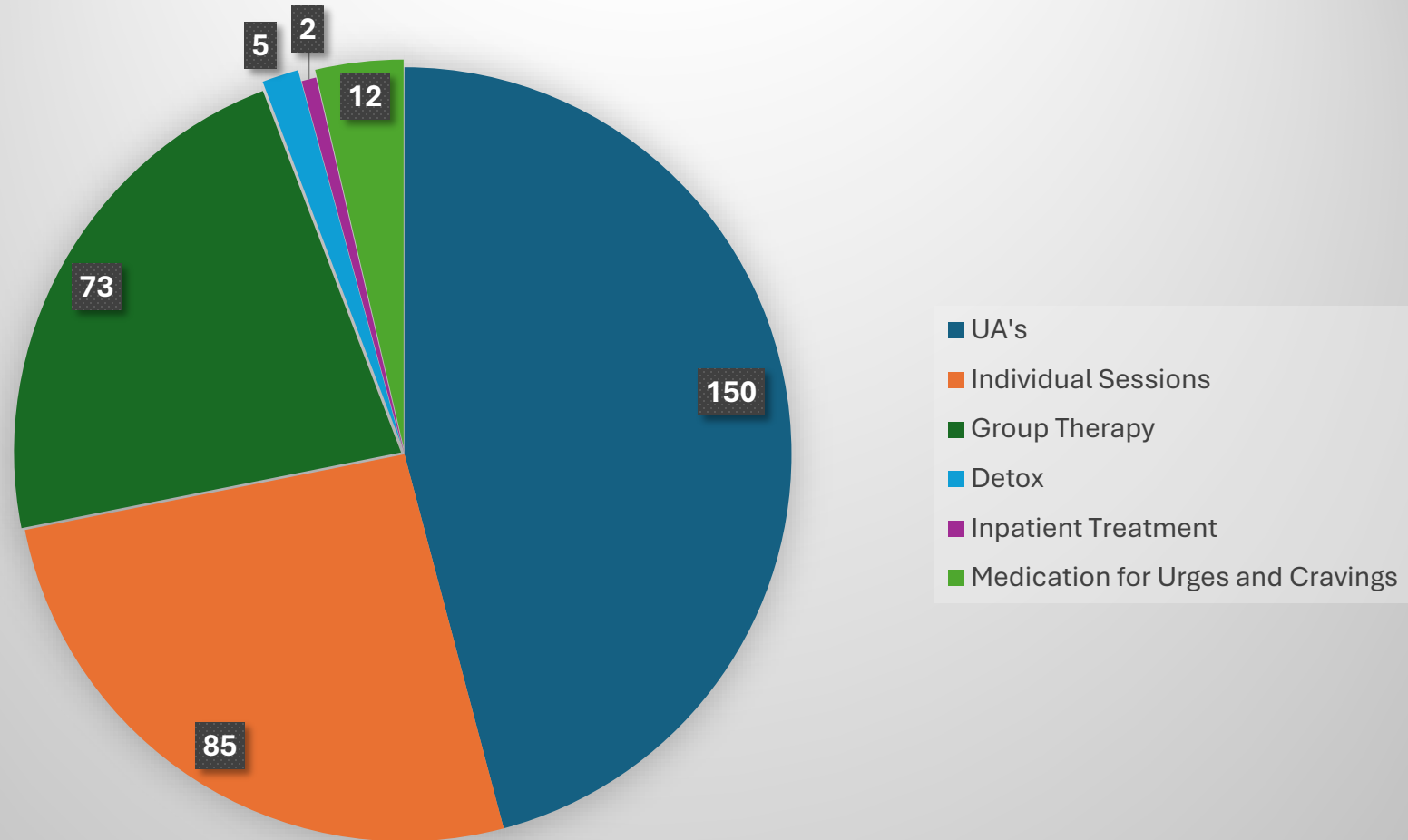
Residence at Time of Contact



Deflection Stats



CBH Deflection Stats





City Commission Agenda Memo

Meeting Date: June 24, 2025
From: Esther Moberg, City Manager
Subject: Resolution to Redesignate an Enterprise Zone in the City of Warrenton

Summary:

Clatsop County, The City of Astoria, City of Warrenton, and the Port are all seeking to move forward with the redesignation of an enterprise zone which includes the City of Warrenton. This Enterprise zone is intended to bring incentives for larger industrial and other businesses in Clatsop County. The redesignation brings minor boundary changes in Astoria and the surrounding area, Warrenton's boundaries for the Enterprise zone will remain the same.

Recommendation/Suggested Motion:

I move approve Resolution No. 2706, in support of an application to the state of Oregon requesting the resignation of an Enterprise Zone, and amending Resolutions 2434 and 2528

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

Encourages and incentivizes bringing larger industrial and other commercial businesses to Warrenton.

Attachments:

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

Approved by City Manager: _____

RESOLUTION NO. 2706

Introduced by All Commissioners

A RESOLUTION IN SUPPORT OF AN APPLICATION TO THE STATE
OF OREGON REQUESTING THE REDESIGNATION OF AN
ENTERPRISE ZONE, AND AMENDING RESOLUTIONS 2434 AND 2538

Whereas, Clatsop County is sponsoring an application for the redesignation of an enterprise zone jointly with the City of Astoria, Port of Astoria, and the City of Warrenton;

Whereas, the sponsoring governments have advised and conferred with Oregon Business Development Department (OBDD) according to ORS 285C.078;

Whereas, the Enterprise Zone program allows for industrial and other qualifying firms making substantial capital investments an exemption of real and personal property taxes attributable to the new investment(s);

Whereas, Clatsop County sent notice and invited to a public meeting on June 11, 2025, to the municipal corporations, school districts, special service districts, that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of this enterprise zone, in order for the sponsoring governments to effectively consult with these other local taxing districts.

Whereas, rates for school support fees have been established with Astoria and Warrenton School Districts at 15% and Knappa School District at 30%;

Whereas, the enterprise zone has a total area of 6.7 square miles; it meets other statutory limitations on size and configuration, and it is depicted as shown in the map attached hereto as Exhibit A;

Whereas, Clatsop County shall fulfill its duties and implement provisions jointly with other cosponsors under ORS 285C.105 or elsewhere in ORS Chapter 285C and related parts of Oregon Law, including but not limited to having a local enterprise zone manager, and to preparing a list or map of local, publicly owned lands and building in this enterprise zone for purposes of ORS 285C.110;

Whereas, the designation of the enterprise zone does not grant or imply permission to develop land inside it without complying with jurisdictional zoning, regulatory permitting process and restrictions; nor does it indicate any intent to alter those processes or restrictions, except as otherwise done in accordance with Comprehensive Plans as acknowledged by the state of Oregon Land Conservation and Development Commission (LCDC);

Whereas, the City of Warrenton continues to encourage new business investment, job creation, higher incomes for residents and greater diversity of economic activity.

NOW, THEREFORE, BE IT RESOLVED:

The City of Warrenton support and endorses Clatsop County's proposal to apply for redesignation of an Oregon enterprise zone.

Adopted by the City Commission of the City of Warrenton, Oregon, this ____ day of _____, 2025.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

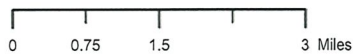
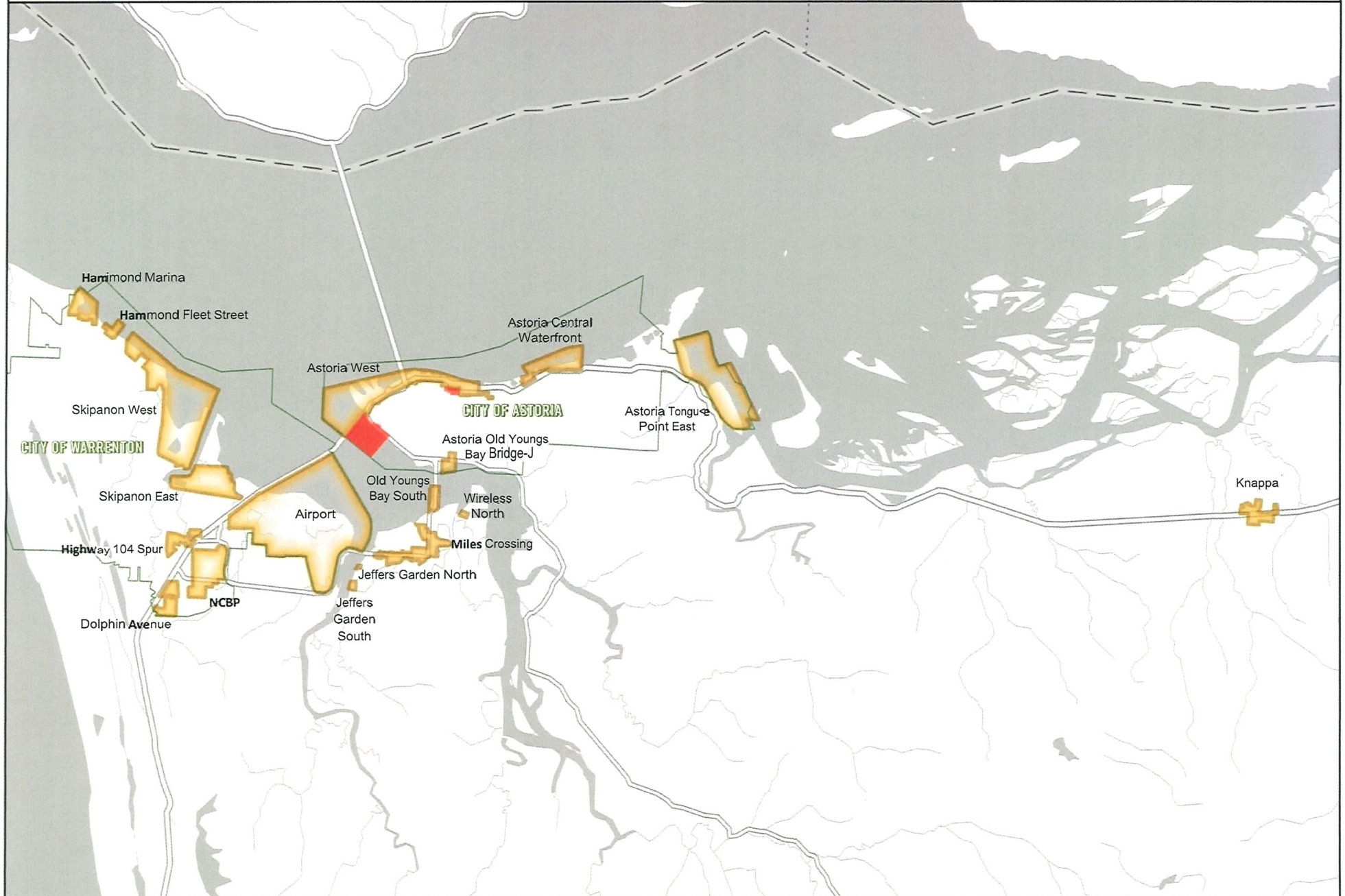
Dawne Shaw, CMC, City Recorder



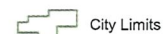
Clatsop County Enterprise Zone

EXHIBIT A

Clatsop County Enterprise Zone consists of 18 named areas that total approximately 6.7 square miles.



- Enterprise Zone Area Boundary
- Proposed Boundary Amendment



City Limits



City Commission Agenda Memo

Meeting Date: June 24, 2025
From: Esther Moberg, City Manager
Subject: Tansy Point Lease Amendment

Summary:

Nygaard's have requested that the Tansy Point Lease with Warrenton Fiber Company be amended with additional years added to the lease. The maximum amount of time the lease may be is 25 years. City staff have updated the lease (amendment) adding the additional time and updating the cpi and other slight increases to the lease over the additional years.

Recommendation/Suggested Motion:

I move to approve the addendum to the Tansy Point Lease agreement with tenant Warrenton Fiber Company, extending and updating the lease terms.

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

Additional monetary increases over the additional years added to the lease, in particular to the dockage (.5%) and monthly lease terms based on cpi.

Attachments:

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

Approved by City Manager: _____

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is made and entered into by and between City of Warrenton, an Oregon municipal corporation (“Lessor”), and Warrenton Fiber Company, an Oregon corporation (“Warrenton Fiber” and “Lessor”), as itself and successor in interest to Nygaard Logging Company, Inc. (“Nygaard Logging”). Warrenton Fiber and Nygaard Logging will be collectively referred to as “Lessee.” Lessor and Lessee may collectively be referred to as Parties.

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease Agreement (the “Lease”) dated October 6, 1995, for certain property located in City of Warrenton, Clatsop County, Oregon, referred to as the Tansy Point Industrial Park; and

WHEREAS, Nygaard Logging fully merged into Warrenton Fiber, as documented by their July 13, 1999 Agreement and Plan of Merger that was attached to their Articles of Merger filed September 16, 1999, with the Oregon Secretary of State; and

WHEREAS, Warrenton Fiber and Nygaard Logging agreed that Warrenton Fiber would be entitled to all property and liabilities of Nygaard Logging, including Nygaard Logging’s rights and responsibilities under the Lease; and

WHEREAS, the Lease term currently extends through December 31, 2035, unless sooner terminated pursuant to the Lease terms; and

WHEREAS, the Lease sets forth base monthly rent payments pursuant to a base monthly rent schedule through 2035 to be paid by Lessee; and

WHEREAS, the Lease requires Lessee to pay Lessor twelve percent (12%) of all gross revenues received by Lessee for certain dockage fees and/or charges; and

WHEREAS, the Parties seek to extend the term of the Lease through December 31, 2050, set the base monthly rent schedule for the extended term, and increase the rate due on gross receipts received by Lessee for dockage charges from twelve percent (12%) to twelve and one-half percent (12.5%) on January 1, 2036;

NOW THEREFORE, in consideration of the above Recitals and the mutual covenants and conditions contained here, Parties agree that the Lease is amended as follows:

TERMS

1. Section 1, Term, is amended to state that the Lease shall continue through the 31st day of December, 2050.
2. Section 2, Rent, Subsection 2.1, Basic Monthly Rent Schedule, is amended to add the following rental periods, base monthly rents, and description to the bottom of the table:

Rental Period

* * *

Base Monthly Rent

* * *

January 1, 2036 to December 31, 2040

The higher of \$21,180.00 or CPI Increase*

January 1, 2041 to December 31, 2045

The higher of \$23,180.00 or CPI Increase*

January 1, 2046 to December 31, 2050

The higher of \$25,180.00 or CPI Increase*

* CPI Increase shall mean the Base Monthly Rent for the previous five years, that are available at the date of invoicing, plus the percent increase in the Transportation Services Consumer Price Index for All Urban Consumers (CPI-U), West Region, over the previous five years, from the date of invoicing.

Example: The CPI Increase for the Rental Period of January 1, 2036 to December 31, 2040 would be \$19,180 (the Base Monthly Rent for January 1, 2029 to December 31, 2034) multiplied by 1 plus the percent increase in Transportation Services CPI-U, West Region, over the previous five years from the date of invoicing ((2034 CPI - 2029 CPI)/2029 CPI *100). Thus, if the Transportation Services CPI-U, West Region, was 10% over that period, the Base Monthly Rent for the period would be \$21,180 (the CPI Increase would have been \$21,098); if the percent increase was 12%, the Base Monthly Rent would be \$21,481.60, i.e. the CPI Increase.

3. Section 2, Rent, Subsection 2.3, Payment for Third Party Use, is amended by adding the following paragraph at the end of the section:

On January 1, 2036, the percentage of gross revenues required to be paid by Lessee to Lessor for the applicable dockage rate from third parties and any nonparty to the Lease for and on account of dockage related to the use of the deep draft bulkhead dock shall increase from twelve percent (12%) to twelve and one-half percent (12.5%).

4. All other terms and conditions of the Lease that are not expressly amended by this First Amendment shall remain unchanged. No other modification to the Lease is made or intended to be made hereby and, as amended herein, the Lease is hereby confirmed and reaffirmed by Lessor and Lessee and shall remain in full force and effect, as amended herein. In the event of any inconsistency between this First Amendment and the Lease, the terms of this First Amendment will control.
5. This First Amendment may be executed in counterparts, each of which, when so executed shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.
6. This First Amendment is effective on the last date signed by all Parties below.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the last date of signature specified below.

City of Warrenton,
an Oregon municipal corporation

Signature

Name: _____

Title: _____

Date: _____

Warrenton Fiber Company,
an Oregon corporation

Warrenton Fiber Company as successor in
interest to Nygaard Logging Company, Inc.

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____



Warrenton Fiber Co.

389 NW 13th Street
PO Box 100
Warrenton, OR 97146

Phone: 503.861.3305
Fax: 503.861.2925

April 29, 2025

City of Warrenton
Attn: COW Manager Esther Moberg
PO Box 250, Warrenton, OR 97146

Sent by Personal Delivery

Esther,

This letter is to request an extension to the Warrenton Fiber Company lease of Tansy Point from the City of Warrenton dated 1995 (the "Lease"). The Lease expires in 10 years on December 31, 2035, and we are requesting the Lease term in Section 2.1 be increased by 15 years this December to a maximum of 25 years.

In addition to rent, capital improvements and maintenance needed at Tansy Point this year are estimated to be around \$738,000. Due to the large capital and maintenance improvement costs that Tansy Point requires now (and will continue to require in the future), we request that the same rent schedule be continued for the lease extension in Section 2.1.

Since the original lease in 1986, Warrenton Fiber Company has paid the City of Warrenton \$4,861,328 in rent to date through April 2025, plus millions in capital improvements and maintenance to Tansy Point. If the Lease is extended as described, Warrenton Fiber Company will pay the City of Warrenton \$6,090,000 in rent, plus funding the significant capital improvements required to operate Tansy Point over this same time period.

Improvements this year include an acre of paving estimated at \$400,000 plus \$100,000 of base rock and preparation; extending 250' of electrical conduit and vault near the dock estimated at \$50,000; and redirecting a stormwater swale 300' estimated at \$25,000. The Tansy Point dock also needs 71 new dock anodes, with an estimated cost of installation of \$188,800. We are still finalizing these bids and will share them with the City when they are finalized accordingly.

If you have any questions please contact us anytime.

Thank you,

David Nygaard
President of Warrenton Fiber Company

Tansy Point New Improvements/Upkeep

Pave 1 Acre for Larger Wood Chip Storage	\$	500,000.00
Run Underground Powerline and Box to Dock	\$	50,000.00
Install New Anodes to Dock	\$	188,800.00
New Anodes for Dock (COW to purchase)	\$	31,296.80
Total Improvements 2025	\$	770,096.80

Cascade Dive Co



Quote

April 15, 2025

John Nygaard

Re: Tansy Pt. Anode Installation

Mobilization	\$13,952.00
Rental Equipment	\$47,297.00
Consumables	\$10,195.00
Labor to Install 71 Anodes	\$105,856.00
Cathodic Protection Testing	\$11,500.00

Comments.

- Cascade Dive Company and its subcontractors will require access to the work area Monday through Friday during the installation. Delays or standby time are not included in this quote.
- Cascade Dive Company will locate existing anode locations and install new anodes near those locations at the elevations stated.
- Cascade Dive Company will provide still photos of each anode installed along with a record of its location.
- We anticipate four weeks to complete installation at which time we will request RH2 Engineering to dispatch their team for post installation Cathodic protection testing with their report to follow.
- Should the post installation cathodic protection test not meet the required standard for protection Cascade Dive Company will not be liable.
- Quote is good through September 2025

Joe Pick

Cascade Dive Co.

360-719-2173 Vancouver Office

503-819-5932 Mobile

Cascade Dive Company
Quote

John,
Good morning.
Gladly assist you on this, kindly forward the anode specs and drawings.
If you want these delivered to a specific address, please let me know if it is a job site with unloading capabilities.
I'll work pricing for you.

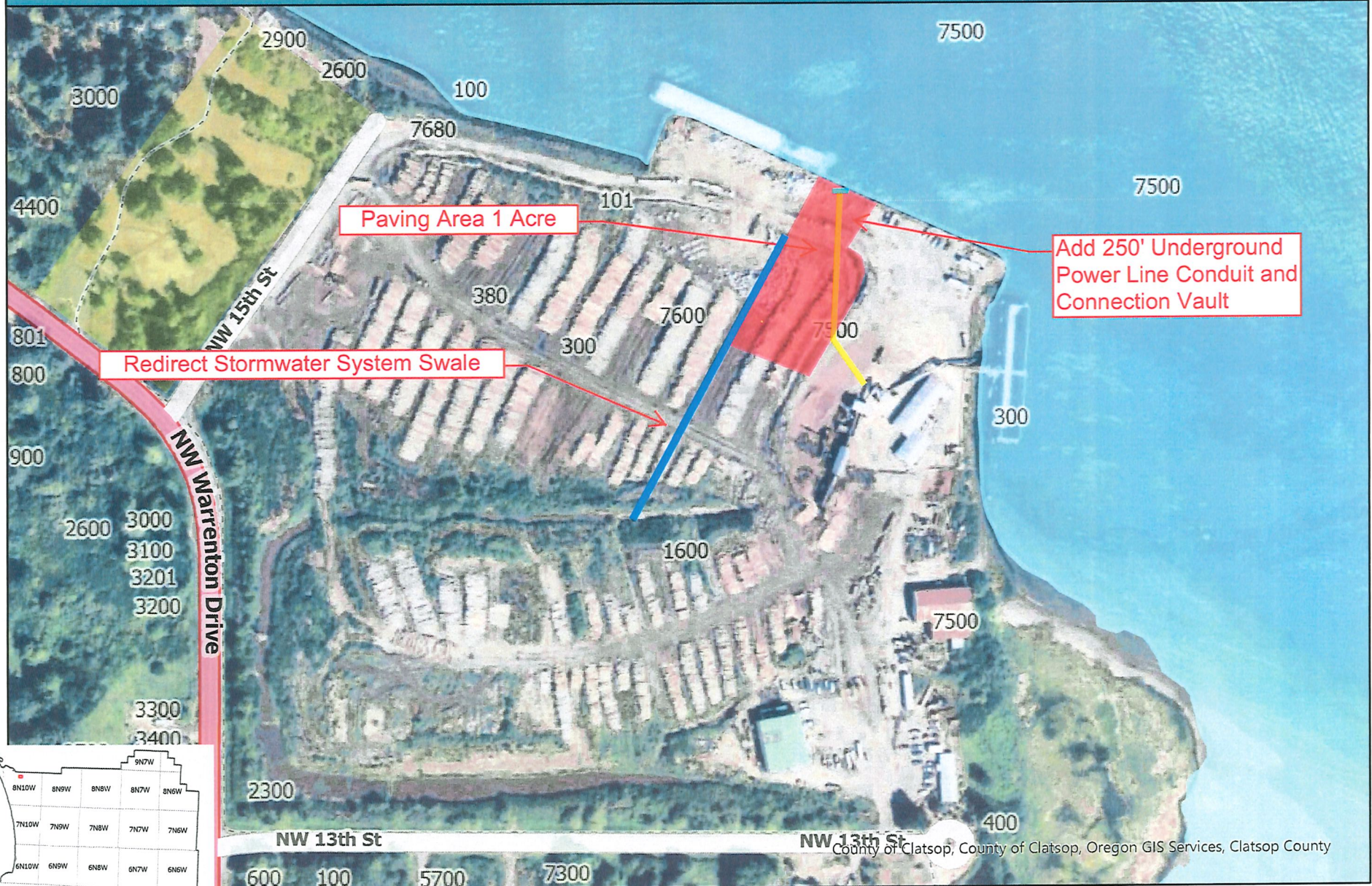
Regards,
Ernesto Mayser
M&M Industries, Inc.
emayser@mmanodes.com
Office: 610-447-0663 ext. 103
Direct Line: 484-490-5948

From: John Nygaard <john@oregonlawyerpdx.com>
Sent: Wednesday, April 16, 2025 5:15 PM
To: M & M Industries <info@mmanodes.com>
Subject: Anodes for Warrenton Oregon

M&M Industries,
We were referred to your company by Rian Johnson at PND Engineers in Seattle, WA.
We have a industrial dock in Warrenton, Oregon, and need to install 71 new aluminum anodes later this year.
PND Engineers has a specification sheet for the anodes that we can send to you too.
Please let me know who to coordinate this with.

Thanks,
John Nygaard
Warrenton Fiber Company
Cell: (503) 741-0217

Tansy Point



3/31/2025 12:57 PM



Clatsop County

0.1

mi



This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.



City Commission Agenda Memo

Meeting Date: June 24, 2025
 From: Mathew J. Workman, Chief of Police
 Subject: Shopping Cart Ordinance

Summary:

Several businesses in Warrenton provide shopping carts for customer use. However, customers often remove or appropriate these carts from the business premises to transport their purchases to bus stops or other locations. Some individuals even take the carts for personal use. Frequently, these carts are abandoned on sidewalks, roadsides, ditches, and campsites, creating an unsightly view for the city and posing hazards for pedestrians and vehicles when blown into the roadway. This issue is not unique to Warrenton; it has been a problem across Oregon, prompting the Oregon Legislature to enact ORS 98.515 and 98.520, which empower local governments to regulate shopping cart usage. Despite efforts by the police and planning departments to address the problem through business cooperation rather than ordinances, the situation has not improved. Therefore, we propose regulating shopping cart use in Warrenton through an ordinance. The attached ordinance, reviewed by the City Attorney's office, was written using several other cities' ordinances for guidance, and includes mandatory language per ORS 98.515 and 98.520. It outlines requirements for businesses, imposes fines for ongoing issues, and offers an option for city staff to return carts for a fee set by the City Manager.

Recommendation/Suggested Motion:

"I move to approve Ordinance No. 1295 adding a section to the City of Warrenton Municipal Code, and to conduct the first reading by title only."

Alternative:

None recommended

Fiscal Impact:

There will be no fiscal increase as it will be enforced using current budgeted resources, though there will be a slight revenue increase from the fees and fines established by the ordinance.

Attachments:

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

- Ordinance No. 1295
- Copy of ORS 98.515 and 98.520

Approved by City Manager: _____

Esther McLeary

ORDINANCE NO. 1295

Introduced by All Commissioners

AN ORDINANCE ADDING CHAPTER 5.16 SHOPPING CARTS
TO THE WARRENTON MUNICIPAL CODE

WHEREAS, ORS 98.515 authorizes local governments to enact or adopt an ordinance to prohibit the unauthorized appropriation of a shopping cart from a business premise and to provide for the salvage or reclamation of an abandoned shopping cart; and

WHEREAS, ORS 98.520 establishes the requirements that local governments must substantially comply with when regulating abandoned shopping carts; and

WHEREAS, the City has several businesses that supply shopping carts for customers to use while shopping at the business; and

WHEREAS, people often remove or appropriate these shopping carts from the business property and leave them at various locations around the city; and

WHEREAS, the shopping carts are both an eyesore and can become a hazard by blowing into traffic, blocking roadways, and blocking sidewalks; and

WHEREAS, the City wishes to enact regulations prohibiting the abandonment of shopping carts; and

NOW, THEREFORE, the City of Warrenton ordains as follows: (Key: new, ~~remove~~)

Section 1. Warrenton Municipal Code Chapter 5.16 Shopping Carts is hereby added to read as follows:

Chapter 5.16 Shopping Carts

5.16.010 Requirements for Shopping Cart Providers.

A person, business, or entity that supplies shopping carts for public use shall:

A. Post signs in sufficient number to:

- 1. Give notice to members of the public entering onto or leaving the business premises that unauthorized appropriation of a shopping cart is a crime under ORS 164.015; and**
- 2. Provide a toll-free telephone number that members of the public may use to report abandoned shopping carts.**

B. Identify the person, business, or entity that holds ownership of each shopping cart and post a sign on the shopping cart that:

- 1. Notifies any member of the public using the shopping cart that unauthorized appropriation of a shopping cart is a crime under ORS**

164.015; and

2. Provides a toll-free telephone number for use in reporting an abandoned shopping cart.
- C. Establish, maintain, and make available to the public, at the expense of the person, business, or entity, a toll-free telephone line for the purpose of reporting abandoned shopping carts. Each report the person, business, or entity receives concerning an abandoned shopping cart should be reported to the Warrenton Police Department within one business day after the report is received.
- D. Retrieve or contract for the retrieval of abandoned shopping carts belonging to the person, business, or entity.

5.16.020 Retrieval and Disposal of Shopping Carts – Fees and Enforcement.

- A. For the purposes of this chapter, a shopping cart shall be determined to be abandoned if it is found off the premises where it is intended for normal business use.
- B. A person, business, or entity shall retrieve a shopping cart that the person, business, or entity owns within 72 hours after receiving notification that the shopping cart has been abandoned.
- C. If the City identifies, salvages, takes custody, or reclaims an abandoned shopping cart:
 1. If the owner is identifiable, the City shall contact the person, business, or entity to report the existence and location of an abandoned shopping cart. The person, business, or entity shall thereafter have 72 hours to retrieve the abandoned shopping cart.
 2. If the owner is unidentifiable, the shopping cart may be immediately disposed of as the City deems appropriate.
- D. The City may impose a fine of \$50.00 on the owner, business, or entity of the shopping cart if they do not retrieve the shopping cart within 72 hours after they receive a report of its existence. The City shall release the shopping cart to the owner upon payment of the fine.
- E. The City may take title to an abandoned shopping cart in its custody and dispose of the shopping cart as the City deems appropriate, if the owner does not claim the shopping cart within 30 days.
- F. If the owner, business, or entity of the shopping cart agrees, the City may return a shopping cart to the owner, business, or entity of the shopping cart for a fee established and set forth in the City's fee schedule.
- G. A violation of this chapter shall, upon conviction thereof in the municipal court of the City of Warrenton, be punished by a fine of not less than \$50 and

not more than \$250.

Section 2. This Ordinance shall become effective thirty days after its adoption.

First Reading: June 24, 2025

Second Reading: July 8, 2025

ADOPTED by the City Commission of the City of Warrenton, Oregon, this 8th day of July 2025.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

ORS 98.515

Unauthorized appropriation of shopping carts

- (1) A local government may enact or adopt an ordinance, charter provision, resolution or other regulation to prohibit the unauthorized appropriation of a shopping cart from the business premises of the person that owns the shopping cart and to provide for the salvage or reclamation of an abandoned shopping cart.
- (2) An ordinance, charter provision, resolution or other regulation enacted or adopted as described in subsection (1) of this section shall substantially conform with the requirements set forth in ORS 98.520 (Notice of crime of unauthorized appropriation of shopping carts). This subsection does not preclude a local government from enacting or adopting an ordinance, charter provision, resolution or other regulation related to persons that supply shopping carts for public use and that are subject to but not in compliance with ORS 98.520 (Notice of crime of unauthorized appropriation of shopping carts) (1).
- (3) For purposes of this section, "local government" means a city, county, special district or other public commission, authority or entity organized under state statute or city or county charter. [Formerly 199.890]

Location:https://oregon.public.law/statutes/ors_98.515.

Original Source: § 98.515 — *Unauthorized appropriation of shopping carts*, https://www.oregonlegislature.gov/bills_laws/ors/ors098.html (last accessed Jun. 26, 2021).

ORS 98.520

Notice of crime of unauthorized appropriation of shopping carts

- **recovery of abandoned shopping carts**

- (1) A local government in an ordinance, charter provision, resolution or other regulation enacted or adopted in accordance with ORS 98.515 (Unauthorized appropriation of shopping carts) shall provide that a person that supplies shopping carts for public use at the person's business shall:
 - (a) Post signs in sufficient number to give notice to members of the public entering onto or leaving the business premises that unauthorized appropriation of a shopping cart is a crime under ORS 164.015 ("Theft" described) and to provide a toll-free telephone number that members of the public may use to report abandoned shopping carts.
 - (b) Identify the person's business on each shopping cart and post a sign on the shopping cart that:
 - (A) Notifies any member of the public using the shopping cart that unauthorized appropriation of a shopping cart is a crime under ORS 164.015 ("Theft" described); and
 - (B) Provides a toll-free telephone number for use in reporting an abandoned shopping cart.
 - (c) Establish, maintain and make available to the public, at the person's own expense, a toll-free telephone line for the purpose of reporting abandoned shopping carts. The person shall forward each report the person receives concerning an abandoned shopping cart to the owner of the shopping cart and to the appropriate local government within one business day after the person receives the report. The person may forward the report to the local government by means of electronic mail or in any other manner provided for in a local government regulation.
 - (d) Retrieve or contract for the retrieval of abandoned shopping carts.
- (2) An ordinance, charter provision, resolution or other regulation enacted or adopted in accordance with ORS 98.515 (Unauthorized appropriation of shopping carts) shall provide that a person may agree with other persons to share and to pay expenses related to the toll-free telephone line described in subsection (1)(c) of this section. The agreement shall provide that any person designated to operate the toll-free telephone line and receive reports concerning abandoned shopping carts must forward the reports in accordance with subsection (1)(c) of this section.
- (3) An ordinance, charter provision, resolution or other regulation enacted or adopted in accordance with ORS 98.515 (Unauthorized appropriation of shopping carts) shall provide that a person shall retrieve a shopping cart that the person owns within 72 hours after receiving notification that the shopping cart has been abandoned.

- (4) An ordinance, charter provision, resolution or other regulation enacted or adopted in accordance with ORS 98.515 (Unauthorized appropriation of shopping carts) shall provide that:
- (a) A local government that identifies, salvages or reclaims an abandoned shopping cart shall use the toll-free telephone line described in subsection (1)(c) of this section to report the existence and location of an abandoned shopping cart to the owner of the shopping cart, if the owner is identifiable;
 - (b) A local government may take custody of an abandoned shopping cart and impose a fine of \$50 on the owner of the shopping cart if the owner does not retrieve the shopping cart within 72 hours after the local government makes a report under paragraph (a) of this subsection or after the owner receives a report under subsection (1)(c) of this section;
 - (c) A local government may release a shopping cart held in the local government's custody to the owner upon payment of the fine; and
 - (d) A local government may take title to a shopping cart in the local government's custody and dispose of the shopping cart as the local government deems appropriate, if the owner does not claim the shopping cart within 30 days.
- (5) For purposes of this section, "local government" means a city, county, special district or other public commission, authority or entity organized under state statute or city or county charter. [Formerly 199.891]

Location:https://oregon.public.law/statutes/ors_98.520.

Original Source: § 98.520 — *Notice of crime of unauthorized appropriation of shopping carts; recovery of abandoned shopping carts*, https://www.oregonlegislature.gov/bills_laws/ors/ors098.html (last accessed Jun. 26, 2021).



City Commission Agenda Memo

Meeting Date: June 24th, 2025
 From: Kevin Gorman, Public Works Director
 Subject: Request for the Award Construction Contract for the Hammond Transmission Waterline Phase 1 Project

Summary:

This contract includes the installation of approximately 4,500 linear feet of 18-inch diameter PVC water transmission pipe, isolation valves, and other water system appurtenances, along with connections to existing water mains and services. The transmission main will be installed along Fort Stevens Highway (OR-104) and NW 13th Street.

Sealed bids were received and opened at 2:00 PM, local time, on May 29th, 2025. A total of four bids were submitted, three of which were considered responsive. The engineer's estimated cost for the project was \$2,589,950. The lowest responsible bidder was North Cascade Excavating, LLC, with a bid amount of \$2,293,718.03. Following the evaluation, the engineer confirmed that the bid is complete, the contractor's license is current, and the bid items are accurately summarized.

This award is contingent upon the completion of the protest period and resolution of any protests received in accordance with City procurement policy.

Recommendation/Suggested Motion:

"I move to award the construction contract for Phase 1 of the Hammond Transmission Waterline project to North Cascade Excavating, LLC in the amount of \$2,293,718.03 and authorize a contingency not to exceed 10% of the contract amount."

Alternative:

None recommended

Fiscal Impact:

Funding for this project is included in the current fiscal year budget, with a total of \$3 million allocated. The project is funded through a combination of sources:

- \$1.65 million from the Business Oregon Safe Drinking Water Revolving Loan (SDWRL),
- \$1 million from the U.S. Environmental Protection Agency (EPA), and
- The remaining balance from the Water Capital Reserve Fund.

Attachments:

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

- Bid tabulation
- Draft Contract

Approved by City Manager: _____

Hammond Transmission Waterline Phase 1
City of Warrenton, Oregon
Tabulation of Received Bids 05/29/2025

				Pihl, Inc.		Big River Construction, Inc.		Lyda Excavating, Inc.		North Cascade Excavating, LLC		ENGINEER'S OPC	
Item No.	Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization, Bonds, Insurance and Demobilization	1	LS	300,585.00	300,585.00	229,000.00	229,000.00	185,000.00	185,000.00	154,013.00	154,013.00	235,000.00	235,000.00
2	Record Drawings	1	LS	8,000.00	8,000.00	1,500.00	1,500.00	500.00	500.00	1,500.00	1,500.00	5,000.00	5,000.00
3	Temporary Work Zone Traffic Control	1	LS	255,000.00	255,000.00	85,000.00	85,000.00	40,000.00	40,000.00	82,897.00	82,897.00	135,000.00	135,000.00
4	Temporary Erosion & Sediment Control	1	LS	25,000.00	25,000.00	75,000.00	75,000.00	13,000.00	13,000.00	12,228.00	12,228.00	35,000.00	35,000.00
5	Construction Survey & Staking	1	LS	20,000.00	20,000.00	18,000.00	18,000.00	30,000.00	30,000.00	21,092.00	21,092.00	15,000.00	15,000.00
6	Trench Safety System	1	LS	30,000.00	30,000.00	1,500.00	1,500.00	80,000.00	80,000.00	3,350.00	3,350.00	25,000.00	25,000.00
7	Temporary Dewatering System	1	LS	650,000.00	650,000.00	92,000.00	92,000.00	80,000.00	80,000.00	398,269.00	398,269.00	60,000.00	60,000.00
8	Rock Excavation	50	CY	160.00	8,000.00	45.00	2,250.00	50.00	2,500.00	331.94	16,597.00	350.00	17,500.00
9	Trench Foundation Material	100	CY	270.00	27,000.00	119.00	11,900.00	150.00	15,000.00	131.71	13,171.00	175.00	17,500.00
10	Trench Rock Drainage Layer	300	CY	270.00	81,000.00	121.00	36,300.00	150.00	45,000.00	75.57	22,671.00	35.00	10,500.00
11	General Surfacing Restoration	1	LS	14,000.00	14,000.00	26,500.00	26,500.00	8,500.00	8,500.00	18,485.00	18,485.00	18,000.00	18,000.00
12	Cold Plane Pavement Removal (4-in Depth)	1,545	SY	12.00	18,540.00	10.00	15,450.00	13.00	20,085.00	22.51	34,777.95	10.00	15,450.00
13	AC Pavement Restoration (Level 3, 1/2-in HMA Mixture)	695	TON	300.00	208,500.00	268.00	186,260.00	233.50	162,282.50	377.00	262,015.00	250.00	173,750.00
14	Water Pipe, C905 DR14 PVC, 18-in w/ 30" Steel Casing	50	LF	3,200.00	160,000.00	2,563.00	128,150.00	2,300.00	115,000.00	1,754.00	87,700.00	1,800.00	90,000.00
15	Water Pipe, C905 DR14 PVC, 18-in	3,857	LF	275.00	1,060,675.00	207.00	796,399.00	183.90	709,302.30	143.79	554,598.03	300.00	1,157,100.00
16	Water Pipe, C905 DR14 PVC, 18-in, Restrained	632	LF	275.00	173,800.00	241.00	152,312.00	227.90	144,032.80	163.60	103,395.20	325.00	205,400.00
17	Water Pipe, C905 DR14 PVC, 10-in, Restrained	115	LF	255.00	29,325.00	209.00	24,035.00	195.30	22,459.50	176.39	20,284.85	315.00	36,225.00
18	Water Pipe, C905 DR14 PVC, 8-in, Restrained	25	LF	215.00	5,375.00	532.00	13,300.00	142.30	3,557.50	360.64	9,016.00	305.00	7,625.00
19	18-in Butterfly Valve	3	EA	12,000.00	36,000.00	12,925.00	38,775.00	17,660.00	52,980.00	12,385.00	37,155.00	12,000.00	36,000.00
20	10-in Gate Valve	3	EA	5,500.00	16,500.00	5,945.00	17,835.00	4,575.00	13,725.00	6,866.00	20,598.00	6,500.00	19,500.00
21	8-in Gate Valve	1	EA	3,200.00	3,200.00	3,902.00	3,902.00	3,250.00	3,250.00	9,310.00	9,310.00	5,000.00	5,000.00
22	18-in DI 90° Bend	2	EA	1,500.00	3,000.00	3,985.00	7,970.00	2,750.00	5,500.00	6,432.00	12,864.00	4,000.00	8,000.00
23	18-in DI 45° Bend	8	EA	2,750.00	22,000.00	3,370.00	26,960.00	2,260.50	18,084.00	3,631.00	29,048.00	4,000.00	32,000.00
24	18-in DI 22.5° Bend	2	EA	2,750.00	5,500.00	3,355.00	6,710.00	2,300.00	4,600.00	5,923.00	11,846.00	4,000.00	8,000.00
25	18-in DI 11.25° Bend	2	EA	3,000.00	6,000.00	3,530.00	7,060.00	3,600.00	7,200.00	6,064.00	12,128.00	4,000.00	8,000.00
26	18x18 DI Tee	1	EA	8,500.00	8,500.00	11,287.00	11,287.00	6,450.00	6,450.00	15,401.00	15,401.00	5,000.00	5,000.00
27	18x10 DI Tee	3	EA	4,000.00	12,000.00	4,531.00	13,593.00	3,390.00	10,170.00	5,849.00	17,547.00	3,500.00	10,500.00
28	18x8 DI Tee	1	EA	3,500.00	3,500.00	4,257.00	4,257.00	2,935.00	2,935.00	9,723.00	9,723.00	3,000.00	3,000.00
29	18x6 DI Tee	3	EA	3,000.00	9,000.00	3,560.00	10,680.00	2,660.00	7,980.00	5,065.00	15,195.00	2,500.00	7,500.00
30	10-in DI 45° Bend	1	EA	800.00	800.00	1,423.00	1,423.00	605.00	605.00	7,434.00	7,434.00	1,000.00	1,000.00
31	10x10 DI Tee	1	EA	1,400.00	1,400.00	2,050.00	2,050.00	1,110.00	1,110.00	7,934.00	7,934.00	1,000.00	1,000.00
32	8-in DI 45° Bend	2	EA	550.00	1,100.00	1,158.00	2,316.00	385.00	770.00	4,148.00	8,296.00	850.00	1,700.00
33	8x8 DI Tee	2	EA	850.00	1,700.00	1,474.00	2,948.00	780.00	1,560.00	4,403.00	8,806.00	850.00	1,700.00
34	2-in CARV Assembly	3	EA	15,000.00	45,000.00	26,000.00	78,000.00	12,450.00	37,350.00	21,658.00	64,974.00	9,000.00	27,000.00
35	6-in BO Assembly	1	EA	10,000.00	10,000.00	19,250.00	19,250.00	6,150.00	6,150.00	18,534.00	18,534.00	10,000.00	10,000.00
36	Fire Hydrant Assembly	3	EA	12,000.00	36,000.00	16,000.00	48,000.00	6,600.00	19,800.00	11,077.00	33,231.00	9,500.00	28,500.00
37	Adjustment to Exist Services - Water	8	EA	2,000.00	16,000.00	600.00	4,800.00	825.00	6,600.00	1,082.00	8,656.00	2,500.00	20,000.00
38	Adjustment to Exist Services - Gas	5	EA	1,000.00	5,000.00	1,000.00	5,000.00	800.00	4,000.00	1,524.00	7,620.00	2,500.00	12,500.00
39	Abandonment to Exist Services - Water	1	LS	7,000.00	7,000.00	10,000.00	10,000.00	800.00	800.00	7,318.00	7,318.00	8,500.00	8,500.00
40	Conc Encasement of Exist Sanitary Sewer	40	LF	600.00	24,000.00	200.00	8,000.00	100.00	4,000.00	360.65	14,426.00	75.00	3,000.00
41	Connect to Exist 18" Water Main - NW 13th St	1	LS	12,000.00	12,000.00	10,000.00	10,000.00	10,705.00	10,705.00	15,524.00	15,524.00	10,000.00	10,000.00
42	Connect to Exist 10" Water Main - NW 13th St	1	LS	8,000.00	8,000.00	6,000.00	6,000.00	8,635.00	8,635.00	13,430.00	13,430.00	10,000.00	10,000.00
43	Connect to Exist 10" Water Main - NW 13th St & Ft Stevens Hwy	1	LS	8,000.00	8,000.00	8,000.00	8,000.00	7,400.00	7,400.00	13,430.00	13,430.00	10,000.00	10,000.00
44	Connect to Exist 10" Water Main - 7th Ave	1	LS	10,000.00	10,000.00	9,000.00	9,000.00	9,400.00	9,400.00	13,430.00	13,430.00	10,000.00	10,000.00
45	Connect to Exist 8" Water Main - NW 17th Pl	1	LS	8,000.00	8,000.00	7,000.00	7,000.00	7,600.00	7,600.00	13,430.00	13,430.00	8,500.00	8,500.00
46	Testing, Flushing & Disinfection of Water Mains	1	LS	20,000.00	20,000.00	31,000.00	31,000.00	6,100.00	6,100.00	30,370.00	30,370.00	25,000.00	25,000.00
TOTAL					3,414,000.00		2,298,672.00		1,941,678.60		2,293,718.03		2,589,950.00

Highlighted yellow figures indicate mathematical correction.

CONTRACTOR AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between **North Cascade Excavating Inc.**, hereinafter called "CONTRACTOR" and the City of Warrenton, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

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

2.00 - DESCRIPTION OF WORK

The CONTRACTOR agrees to perform the work of:

HAMMOND TRANSMISSION WATERLINE PROJECT – PHASE 1

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

3.00 - COMPLETION OF CONTRACT

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

- Substantial Completion – 120 calendar days from Notice to Proceed
- Final Completion – 150 calendar days from Notice to Proceed

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

4.00 - CONTRACT PRICE

The Contract Price for this project is **\$2,293,718.03**. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

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

6.00 - NONDISCRIMINATION

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

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR acknowledges that for all purposes related to this Contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of CITY, shall not be entitled to benefits of

Contractor Agreement

1

any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to repayment of any amounts from CONTRACTOR under the terms of the Contract; to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or to a third party) as a result of said finding.

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

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

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

9.00 - NONWAIVER

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

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

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

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

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

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

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

12.00 - CITY BUSINESS LICENSE

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

13.00 – SDWRLF-EPA CONSTRUCTION CONTRACT REQUIREMENTS

SAM Registration

SAM Registration is required for all entities that enter into direct contracts with the recipients of SDWRLF. SAM Registration Link: <https://www.sam.gov/SAM/> (NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed.)

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 effected 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.

Equal Employment Opportunity

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Procurement of Recovered Materials

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

Whistleblower

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).

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.

Suspension and Debarment

Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension", and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A

Contractor Agreement

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list of excluded parties is available in the System for Award Management (SAM) at www.sam.gov, under "search records".

Copeland "Anti-Kickback" Act

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 CFR part 3).

Intellectual Property

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 under this contract, or developed under contract with the Contractor specifically to fulfill Contractor's obligations related to this contract.

Inspections; Information

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

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

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.

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.

Disadvantaged Business Enterprises

Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises ("DBE") described in Section 4.1 of the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file on Disadvantaged Business Enterprises. Recipient will maintain documentation in a Project file and submit required forms, as described in Section 4.1 of the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. Recipient will ensure that each procurement contract (prime plus all subcontractor contracts) includes the following term and condition:

"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.”

Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

The DBE Six Good Faith Efforts and Forms and included at the end of this document.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

American Iron and Steel

The Contractor acknowledges to and for the benefit of the City of Warrenton (“Purchaser”) and the State of Oregon (the “State”) that it understands the goods and services 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”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement 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 American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the

Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). 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.

Federal Labor Standards

Oregon Bureau of Labor and Industries (BOLI) prevailing wage requirements apply to public entities for projects over \$50,000 and private entities for projects that utilize more than \$750,000 of public funds.

Prevailing Wage Requirements

Construction projects assisted in whole or in part with the Safe Drinking Water Revolving Loan Fund Program (SDWRLF) must be carried out in compliance with Federal Davis Bacon and Related Acts and the Oregon Bureau of Labor and Industries (BOLI) requirements. Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage "Prevailing Wage Rate for Public Works Contracts in Oregon" (if applicable) or the applicable federal Davis-Bacon Wage Decision. Contractor shall download a U.S. Department of Labor Employee Fair Compensation Notice and post it at the work site along with a list of locally prevailing wage rates. Contractor shall prepare and submit weekly Certified Payroll Reports on forms to be supplied by Business Oregon. Contractor shall permit access to construction site in order to conduct on-site interviews with workers during working hours."

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in

providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be

submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of

Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the

contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

Environmental and Natural Resource Laws

Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Build America Buy America (BABA) Act Requirements

The Contractor acknowledges to and for the benefit of the City of Warrenton ("Owner") and the Environmental Protection Agency (the "Funding Authority") 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 Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (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 Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority 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 Funding Authority.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPROVED AS TO FORM:

CITY OF WARRENTON, a municipal of the
State of Oregon

City Attorney

BY: _____
Mayor Date

ATTEST:

Contractor Date

City Manager Date

Contractor Agreement

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