



City of Warrenton City Commission Meeting Agenda

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, October 28, 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.

City Commission Regular Meeting 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Presentation – Commissioner Tom Dyer
4. Consent Calendar
 - A. City Commission Meeting Minutes 2025.10.14
 - B. Police Department Monthly Report – September 2025
 - C. Monthly Finance Report – April 2025
 - D. Marina Advisory Committee Meeting Minutes 2025.03.17
 - E. Parks Advisory Board Minutes 2025.06.09
 - F. Community Center Advisory Board Minutes 2025.03.19
5. Commissioner Reports
6. Public Comment
7. Public Hearings
 - A. Hearing Continuation - Street Renaming of NE Iredale to Isobar
8. Business Items
 - A. Consideration of EPA Redevelopment Planning Presentation
 - B. Consideration of City Commissioner Appointment
 - C. Consideration of Public Safety Fee – Resolution No. 2709; Adoption
 - D. Consideration of Ordinance No. 1296; Parliamentary Housekeeping
 - E. Consideration of Contract Award – Warrenton & Hammond Marina Pile Replacement
 - F. Consideration of Sale of Gear Shed on NE 1st
 - G. Consideration of Purchase & Installation of Generator for Pump Station 14
 - H. Consideration of Request for Qualifications: Qualified Pool
9. Discussion Items
 - A. Fill & Grading

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.

10. Good of the Order

11. Executive Session

12. Adjournment



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, October 14, 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	
Paul Mitchell, Mayor Pro Tem	X	
Henry Balensifer, Mayor		X

Staff Members Present	
City Manager Esther Moberg	Deputy City Recorder Hanna Bentley
Finance Director Jessica Barrett	Fire Chief Brian Alsbury
Police Chief Mathew Workman	City Planner Jeff Adams
Public Works Director Kevin Gorman	

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 2025.09.23
- B. City Commission Special Meeting Minutes 2025.09.19
- C. Capital Improvement Program Update
- D. Corrective Action Plan Letter to USACE; Diking District No. 1
- E. Community Library Quarterly Report – July – Sept. 2025
- F. Building Department Quarterly Report – July – Sept. 2025

Motion:	Move to approve the consent calendar.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

4. Commissioner Reports

Commissioner Sollaccio summarized recent events she attended, including the Main Street Oregon Conference and Clatsop County Childcare Advisory meeting.

Mayor Pro Tem Mitchell summarized recent events he attended, including a dinner with guests from Norway and a COLPAC meeting.

5. Public Comment - None

6. Public Hearings - None

7. Business Items

A. Consideration of Solid Waste (Garbage) Rate Study – Presentation

Josiah Close, Utility Rates Project Manager from HRD Engineering, provided a presentation on the Solid Waste Rate Study. The study reviewed the financial health of the solid waste utility, projected long-term revenues, operations, maintenance, capital improvement needs, reserve requirements, and customer growth projections for Fiscal Years (FY) 2026-2035. The proposed increases were \$4.51 year one, \$4.51 year two, \$4.13 year three, \$0.91 year four and \$0.94 year five. It was noted that the city is currently behind on its operating costs. Brief discussion followed on the rates and data provided.

Motion:	Move to accept the 2025 Solid Waste Rate Study as presented and direct staff to prepare a resolution implementing the recommended rate adjustments for future Commission consideration.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

B. Consideration of Spruce Up Warrenton Event – Winter Walk

City Manager Esther Moberg noted that on November 29th, between the hours of 3:30pm and 9pm Spruce Up Warrenton will be holding their new Winter City Sponsored Event. They are requesting closure of Main St. from the Post Office to Arnie's. They are also requesting approval of amplified sound for the event. Brief discussion followed on the detour and the impact on businesses.

Motion:	Move to approve.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			

Passed:	3/0
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C. Consideration of Street Vacation – Amending Ordinance No. 1217; Second Reading & Adoption

City Planner Jeff Adams reviewed his staff report noting that Ordinance No. 1296 had it's first reading on September 23rd and that it is back for its second reading and adoption.

Motion:	Move for a second reading by title only for 1217.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

Mayor Pro Tem Mitchell stated, "Based on the application materials and staff review memo dated October 14, 2025, I move that the City Commission conduct the second reading of Ordinance 1296 by title only, an ordinance amending ordinance 1217 vacating certain streets in the plat of Warrenton Park and in the plat of Portsmouth addition to Warrenton in the city of Warrenton, Oregon."

Motion:	Move to approve 1296.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

D. Consideration of Public Safety Fee – Resolution No. 2709

Fire Chief Brain Alsbury presented Resolution No. 2709, a resolution establishing a Public Safety fee. He provided a summary of his staff report.

Motion:	Move Staff recommend the City Commission conduct the first reading of the attached resolution establishing a Public Safety Fee, with implementation beginning on January 1, 2026 by title only.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

Mayor Pro Tem Mitchel conducted the first reading by title only of resolution 2709; a resolution establishing a Public Safety fee.

E. Consideration of Letter of Engagement – Labor Negotiations; CDR Labor Law, LLC

City Manager Esther Moberg noted that the city attorney Beery, Elsner & Hammond, LLP will be unable to handle labor negotiations for the city due to changes in staffing. They have recommended other firms from which CDR Labor Law, LLC was selected.

Motion:	Move to approve engaging CDR Labor Law on behalf of the City to advise and assist in matters pertaining to Labor Law and Labor Negotiations and authorize the Mayor to sign the letter of engagement and contract on the City's behalf.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

F. Consideration of Amplified Sound for Trick or Trot 5k Event

Public Works Director Kevin Gorman reviewed the request for amplified sound from Warrenton Parks Alliance for this years Trick or Trot 5k Event. Commissioner Sollaccio commended a staff member for their work on the revamp of the event application.

Motion:	Move to approve the use of amplified sound for the Warrenton Park Alliance Trick or Trot 5k on October 26, 2025.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

G. Consideration of Request to Advertise for Bids – Seafarer’s Park Bank Stabilization

Gorman reviewed his staff report.

Motion:	Move to authorize the advertisement for construction bids for the Seafarer's Park Bank Stabilization Project.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

H. Consideration of State Lobbyist Contract; Wastewater Treatment Plant; Public Affairs Counsel

Moberg reviewed the staff report noting they are requesting to engage a lobbyist at the state level to assist with funding and ask for the new wastewater treatment plant.

Motion:	Move to approve.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
Passed:	3/0				

8. Discussion Items

Commissioner Sollaccio noted the condition of the Bornstein's building; Moberg responded. Brief discussion followed.

Commissioner Mitchell noted his excitement for all of the public events.

City Manager Esther Moberg noted the upcoming public meet and greet with Commissioner applicants. She noted that City Recorder Dawne Shaw will be retiring in December.

9. Good of the Order

10. Executive Session

11. Adjournment

At 6:58 pm, Mayor Pro Tem Mitchell adjourned the meeting.

At 6:59 pm, Mayor Pro Tem Mitchell announced the commission will now meet in Executive Session under the authority of ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to conduct real property transactions.*

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

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
FROM: Chief Mathew Workman
DATE: October 28, 2025
RE: September 2025 Stats Report

Upcoming Dates:

- 10/27 to 10/31 – Go-Live for New RMS/CAD
- 11/04 to 11/07 – OPOA Conf.
- 11/13 – WPD Training Day
- 11/15 – Cub Scout Tour
- 11/20 – LEA Meeting
- 11/26 – 911 Subscriber Board

Highlights Since the Last Report:

- 09/24-25 – OACP Fall Conf. – DPSST
- 10/02 – WPD Training Day
- 10/11 – Elk Meadows Safety Presentation
- 10/16 – LEA Meeting
- 10/16 – WPD CPR Training
- 10/18-10/22 – IACP, Denver
- 10/22 – 911 Subscriber Board
- 10/23 – Police Clerk Assistant Interviews
- 10/24 – Fall Festival at WGS
- 10/26 – Trick or Trot Event

Traffic Statistic Highlights:

- One (1) DUI Arrest – Alcohol
- Seven (7) Driving While Suspended Citations/Arrests
- Four (4) Speeding Citations
- Two (2) Failure to Yield or Traffic Control Device Citations
- One (1) Following Too Close Citations
- Eight (8) Insurance Citations
- One (1) Interlock Device Citation
- Two (2) Driver's License Citations
- One (1) License/Registration Citations
- One Hundred Twelve (112) other Citations and Warnings
- Fifteen (15) Traffic Crash Investigations
- **Citation vs Warning: 139-Traffic Stops, 27-Citations, 112-Warnings; Warning 81% of the time.**

Overall Statistics:

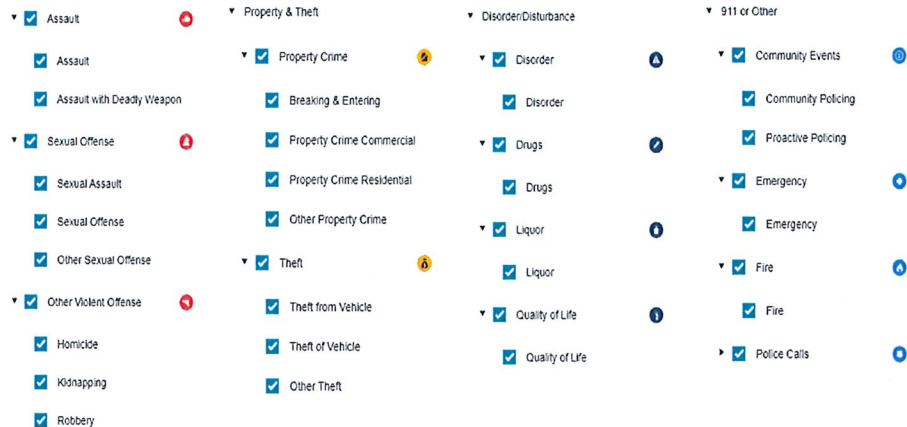
September Statistics (% changes are compared to 2025)							
Category	2025	2024	% Chg	2023	% Chg	2022	% Chg
Calls for Service	679	742	-8%	768	-12%	727	-7%
Incident Reports	201	225	-11%	238	-16%	228	-12%
Arrests/Citations	73	90	-19%	107	-32%	174	-58%
Traffic Stops/ Events	178	193	-8%	157	13%	159	12%
DUI's	1	4	-75%	2	-50%	5	-80%
Traffic Crashes	15	23	-35%	25	-40%	9	67%
Property Crimes	104	80	30%	131	-21%	104	0%
Person Crimes	62	73	-15%	75	-17%	85	-27%
Drug/Narcotics Calls	2	2	0%	5	-60%	5	-60%
Animal Calls	24	27	-11%	42	-43%	31	-23%
Officer O.T.	169.3	109.5	55%	197.8	-14%	125.3	35%
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	719	740	812	679	
Incident Reports	205	190	224	237	255	200	205	226	201	
Arrests/Citations	91	63	103	92	89	119	103	110	73	
Traffic Stops/ Events	160	110	132	249	304	193	227	176	178	
DUI's	8	3	2	1	1	2	0	1	1	
Traffic Crashes	20	20	17	17	17	16	22	21	15	
Property Crimes	76	56	90	67	119	97	91	110	104	
Person Crimes	61	62	50	55	61	49	63	69	62	
Drug/Narcotics Calls	4	1	2	3	4	8	6	9	2	
Animal Calls	22	29	18	26	33	21	28	29	24	
Officer O.T.	160.25	54.5	85.1	105.25	79.5	188.25	101	193	169.25	
Reserve Hours	0	0	0	0	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			6406	8541	8458	1%	9084	-6%	8050	6%
Incident Reports			1943	2591	2618	-1%	2529	2%	2484	4%
Arrests/Citations			843	1124	1317	-15%	1335	-16%	1602	-30%
Traffic Stops/ Events			1729	2305	2215	4%	2369	-3%	1848	25%
DUI's			19	25	27	-6%	30	-16%	34	-25%
Traffic Crashes			165	220	209	5%	217	1%	168	31%
Property Crimes			810	1080	1190	-9%	1127	-4%	1204	-10%
Person Crimes			532	709	786	-10%	825	-14%	811	-13%
Drug/Narcotics Calls			39	52	56	-7%	60	-13%	40	30%
Animal Calls			230	307	307	0%	335	-8%	273	12%
Officer O.T.			1136.1	1515	1635.3	-7%	1572	-4%	2212.8	-32%
Reserve Hours			0	0	0	0%	0	0%	0	0%

September Homeless Incidents	2025	2024	2023	2022
Code 40 (Normal)	31	24	50	30
Code 41 (Aggressive)	4	2	2	5
September Monthly Total:	35	26	52	35
YTD Total Homeless Incidents	323	377	347	303
Elk Incidents	2025	2024	2023	2022
Interaction:	1	3	2	4
Traffic Accidents:	2	3	2	4
Traffic Complaints:	0	1	2	0
September Monthly Total:	3	7	6	8
YTD Total Elk Incidents	12	18	28	20

The following is a graphic representation of statistics for **September 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.





WARRENTON POLICE DEPARTMENT

RADAR TRAILER DATA REPORT



The following data was collected by the mobile radar trailer. The data and analysis are not scientific or verified, so the results can be slightly higher or lower than actual results, but through experience, they are fairly accurate. Remember, many drivers see the Radar trailer slow down when they normally would not, so there may actually be a few more at higher speeds; however, on average, this data is accurate. ****It should be noted that the majority of the extremely high speeds are errors in the reading due to several factors, such as multiple vehicle speeds confusing the radar. Radars that the officer uses have mechanisms built in where false readings are corrected. Without an officer to observe the reading, the errors are not corrected.**

Location of the Trailer: 100 Blk SW 2nd Ave.

Dates: April 14, 2025 to May 5, 2025

Number of Vehicles Recorded: 45,963

Average Daily Number of Vehicles Recorded: 2,171

Posted Speed Limit: 25 mph

Speed & Volume Matrix

This chart shows the number of vehicles in each speed range and the times they occurred.

Speed - Volume Matrix													
Date Range: 2025-04-14 - 2025-05-05													
Direction: Both													
Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65
00:00 - 00:59	376	1	17	48	197	101	10	2					
01:00 - 01:59	189		8	35	65	64	12	3	1		1		
02:00 - 02:59	127		8	28	55	29	6	1					
03:00 - 03:59	91		7	12	37	31	4						
04:00 - 04:59	104	1	3	11	44	39	5	1					
05:00 - 05:59	224		9	23	88	83	14	4	2			1	
06:00 - 06:59	516	1	15	73	165	195	52	12	2		1		
07:00 - 07:59	1194		28	201	393	410	133	15	5	3	1	4	1
08:00 - 08:59	3390	2	103	498	1100	1360	264	29	10	17	5	1	1
09:00 - 09:59	2572	1	95	465	936	895	138	17	11	4	6	3	1
10:00 - 10:59	2242	1	107	435	838	707	128	18	3	2	3		
11:00 - 11:59	2664	4	151	556	1001	822	98	17	7	4	4		
12:00 - 12:59	2887	4	141	602	1151	846	124	11	5	1	1		1
13:00 - 13:59	3175	3	143	685	1211	983	129	13	5	2	1		
14:00 - 14:59	2953	2	142	669	1194	787	139	11	5	3	1		
15:00 - 15:59	3528	1	155	720	1357	1107	158	19	6	5			
16:00 - 16:59	3835	5	169	710	1485	1246	178	21	9	6	6		
17:00 - 17:59	3819	5	129	701	1460	1319	162	27	9	2	2	3	
18:00 - 18:59	3804	5	112	595	1540	1340	187	19	5	1			
19:00 - 19:59	2798	5	87	425	1071	1029	164	11	4	1	1		
20:00 - 20:59	2380	6	106	423	972	741	108	15	6	2	1		
21:00 - 21:59	1543		63	263	662	488	52	12	2	1			
22:00 - 22:59	971	1	28	153	395	338	45	9	1	1			
23:00 - 23:59	581	2	29	68	259	196	20	6	1				

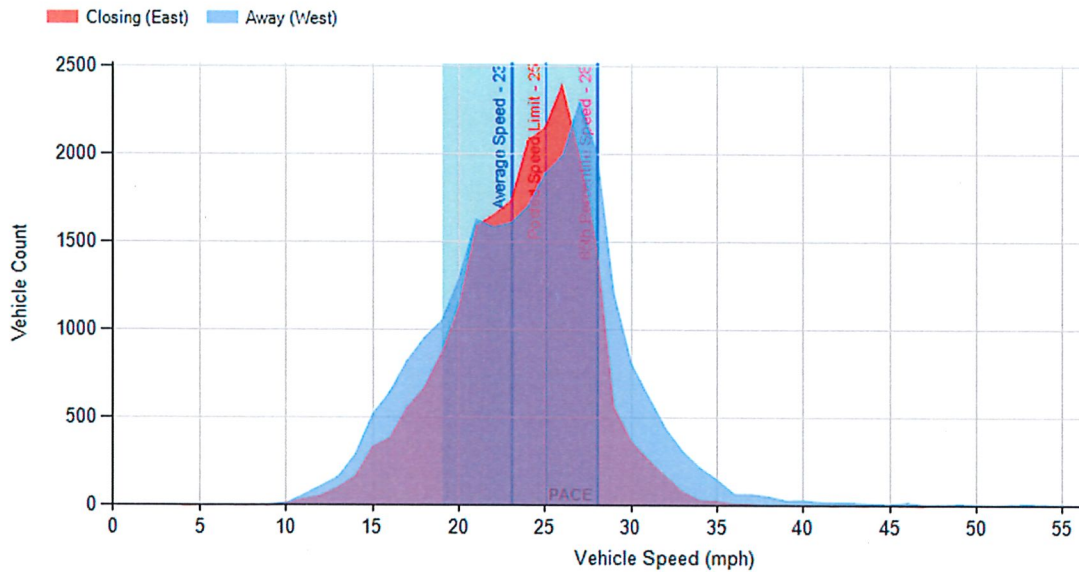
Observations:

It looks like 60.9% of vehicles are at 25mph or below, and 39.1% were over 25mph, so the majority of vehicles are going under the posted 25mph speed limit. The average speed was

23.9mph, with the maximum recorded speed being 62mph (**See note above**). The 392 vehicles going between 36mph and 55mph are unacceptable for a residential neighborhood, regardless of the time.

Count vs Speed

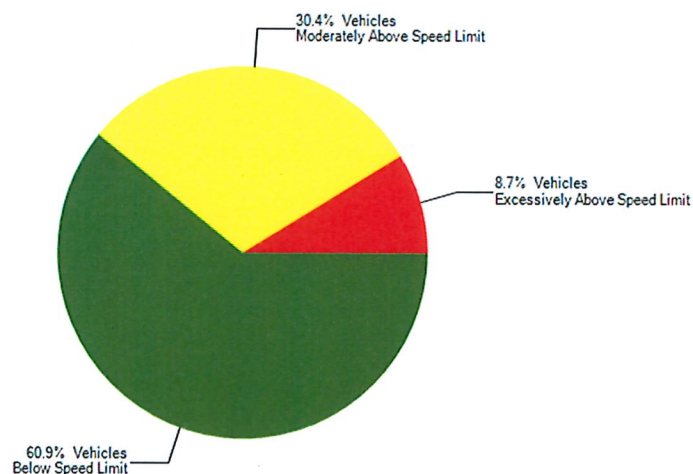
This graph uses the chart information above to visually show the volume of vehicles at each speed.



Observations: The definition of the 85th percentile is "the speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point." ODOT Traffic engineers use the 85th percentile in most of their study calculations. A 28mph 85th percentile speed is typical in a residential neighborhood.

Count vs Speed Pie Chart

This chart shows the total percentage of vehicles **Below** the speed limit, **Moderately** above (up to 9mph over), and **Excessively** above (10mph over).



Observations: These were good overall results, but the goal, of course, is to get 100% of drivers at or below the posted speed limit. The vehicles going 10mph or more above the speed limit are unacceptable.

Volume 18, Issue 12

**Monthly Finance Report
June 2025**

October 26, 2025

Economic Indicators

Department Statistics

Current and Pending Projects

	Current	1 year ago				
◆ Interest Rates:			◆ Utility Bills mailed	3,151	◆ Business License Renewals	
LGIP :	4.6%	5.2%	◆ New Service Connections	1	◆ Audit Preparation and Reporting —	
Prime Rate:	7.5%	8.5%	◆ Reminder Letters	316	Field work scheduled for week of Octo-	
◆ CPI-U change:	2.7%	3.0%	◆ Door Hangers	105	ber 6th	
◆ Unemployment Rates:			◆ Water Service Discontinued	9	◆ WWTP GO Bond Preparations	
Clatsop County:	4.7%	3.9%	◆ Counter payments	402	◆ Annual SAIF Audit	
Oregon:	4.9%	4.1%	◆ Mail payments	647	◆ Recruitment for both Community Cen-	
U.S.:	4.1%	4.1%	◆ Auto Pay Customers/pmts	645	ter Maintainer and PT Accounting	
			◆ Online payments	1,819	Technician	
			◆ Checks issued	338		

Financial Narrative as of June 30, 2025

Note: Revenues and expenses should track at 12/12 or 100% of the budget.

General Fund: Year to date revenues amount to \$5,721,452, which is 100.54% of the budget, compared to the prior year amount of \$6,392,649, which was 101.59% of the budget and are down by \$671,197.

Expenses year to date amount to \$5,859,483, which is 87.15% of the budget, compared to the prior year amount of \$5,983,030, which was 88.9% of the budget and are down by \$123,547. Fund balance is \$2,463,972 compared to \$2,540,311 last year; a decrease of \$76,339.

WBL: Business license revenue amounts to \$85,684, compared to \$84,408 at this time last year, an increase of \$1,276. Year to date licenses issued is 777 compared to 760 at this time last year. Year to date revenues exceeded expenses by \$28,653 and increased fund balance by the same.

Building Department: Year to date permit revenues amount to \$229,868, which is 129.43% of the budgeted amount. Last year to date permit revenue was \$142,695, 53.24% of the budget. Year to date expenses exceeded revenues by \$24,775 and reduced fund balance by the same.

State Tax Street: Year to date state gas taxes received amount to \$523,628, 102.12% of the budgeted amount. City fuels are \$366,010 year to date, 98.16% of the budget. Total gas taxes received year

to date are \$889,638 compared to \$876,920 last year. Expenses exceeded revenues and decreased fund balance by \$67,081.

Warrenton Marina: Total revenues to date are \$729,364, 109.3% of the budgeted amount, compared to the prior year amount of \$820,597, which was 109.7% of the budgeted amount. Revenues exceeded expenses by \$71,599 and increased fund balance by the same.

Hammond Marina: Total revenues to date are \$459,022, 108.4% of the budgeted amount, compared to the prior year amount of \$485,427, which was 115.8% of the budgeted amount. Revenues exceeded expenses by \$41,098 and increased fund balance by the same.

Water Fund: Utility fees are \$2,680,853 and \$1,858,139 year to date for in-city and out-city respectively and totals \$4,538,992 and is 103.8% of the budget. Last year to date fees were \$2,623,319 and \$1,556,916, for in-city and out-city, respectively and totaled \$4,180,235 an increase of 358,757. Revenues exceeded expenses by \$935,112 and reduced fund balance by the same.

Sewer Fund: Utility fees are \$3,199,222 and 153,860 year to date for in-city and shoreline sanitary users, respectively and totals \$3,353,082, which is 103.51% of the budget. Last year at this time, year to date fees were \$3,014,705 and \$146,527, for in-city and shoreline sani-

tary users, respectively and totaled \$3,161,232. Total revenues year to date are \$4,128,162 compared to \$3,709,400 at this time last year. Revenues exceeded expenses by \$10,532 and increased fund balance by the same.

Storm Sewer: Utility fees (20% of sewer fees) are \$639,533 year to date and is 103.6% of the budget. Total revenues exceeded expenses by \$543,741 and increased fund balance by the same.

Sanitation Fund: Service fees charged for garbage and recycling were \$1,143,070 and \$261,392, year to date, and are 102% and 109.6% of the budget respectively. Total expenses exceeded revenues by \$3,622 and decreased fund balance by the same amount.

Community Center Fund: Year to date rental revenue is \$52,731 and is 263.7% of the budget. Last year to date rental revenue was \$49,864, which was 249.3% of the budget. Total revenues exceeded expenses by \$2,250 and increased fund balance by the same.

Library Fund: Total current year property taxes collected amount to \$290,251. Total revenues exceeded expenses by \$37,110 and increased fund balance by the same.

Financial data as of June 30, 2025

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,345,445	2,602,003	1,850,000	140.65
Plus: Revenues	596,921	5,721,452	5,690,803	100.54
Less: Expenditures				
Municipal Court	14,335	178,307	212,822	83.78
Admin/Comm/Fin(ACF)	75,310	1,436,253	1,596,972	89.94
Planning	53,449	326,794	444,512	73.52
Police	220,974	2,269,093	2,678,362	84.72
Fire	83,769	1,182,987	1,233,234	95.93
Parks	30,556	195,271	286,839	68.08
Transfers	-	270,778	270,778	100.00
Total Expenditures	478,394	5,859,483	6,723,519	87.15
Ending Fund Balance	2,463,972	2,463,972	817,284	301.48

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	181,268	150,786	130,000	115.99
Plus: Revenues	944	94,834	65,800	144.12
Less: Expenditures	2,773	66,181	77,038	85.91
Ending Fund Balance	179,439	179,439	118,762	151.09

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	467,350	483,082	460,000	105.02
Plus: Revenues	17,426	263,682	206,480	127.70
Less: Expenditures	26,469	288,457	481,132	59.95
Ending Fund Balance	458,307	458,307	185,348	247.27

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,118,234	3,241,761	3,300,000	98.24
Plus: Revenues	413,407	1,337,327	4,350,625	30.74
Less: Expenditures	356,961	1,404,408	5,215,225	26.93
Ending Fund Balance	3,174,680	3,174,680	2,435,400	130.36

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	544,946	451,107	410,000	110.03
Plus: Revenues	27,518	797,459	729,364	109.34
Less: Expenditures	49,758	725,860	892,096	81.37
Ending Fund Balance	522,706	522,706	247,268	211.39

Financial data as of June 30 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	381,782	322,296	275,000	117.20	2,864,487	2,101,761	2,000,000	105.09
Plus: Revenues	11,652	497,382	459,022	108.36	421,697	5,203,118	7,381,792	70.49
Less: Expenditures	30,040	456,284	563,469	80.98	249,311	4,268,006	7,703,880	55.40
Ending Fund Balance	<u>363,394</u>	<u>363,394</u>	<u>170,553</u>	<u>213.07</u>	<u>3,036,873</u>	<u>3,036,873</u>	<u>1,677,912</u>	<u>180.99</u>
	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,201,012	3,355,550	3,100,000	108.24	2,318,133	1,837,304	1,515,000	121.27
Plus: Revenues	340,850	4,128,162	3,430,625	120.33	93,097	999,728	1,737,264	57.55
Less: Expenditures	175,780	4,117,630	4,990,921	82.50	30,185	455,987	2,283,391	19.97
Ending Fund Balance	<u>3,366,082</u>	<u>3,366,082</u>	<u>1,539,704</u>	<u>218.62</u>	<u>2,381,045</u>	<u>2,381,045</u>	<u>968,873</u>	<u>245.75</u>
	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	576,455	593,041	560,000	105.90	83,757	62,718	60,000	104.53
Plus: Revenues	122,595	1,451,674	1,388,710	104.53	(17,211)	64,960	26,800	242.39
Less: Expenditures	109,631	1,455,296	1,432,337	101.60	1,578	62,710	66,716	94.00
Ending Fund Balance	<u>589,419</u>	<u>589,419</u>	<u>516,373</u>	<u>114.15</u>	<u>64,968</u>	<u>64,968</u>	<u>20,084</u>	<u>323.48</u>
	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	267,269	229,299	220,000	104.23	6,724	6,487	6,400	101.36
Plus: Revenues	20,895	328,997	283,879	115.89	98,785	1,093,270	1,800,000	60.74
Less: Expenditures	21,755	291,887	333,445	87.54	98,765	1,093,013	1,806,400	60.51
Ending Fund Balance	<u>266,409</u>	<u>266,409</u>	<u>170,434</u>	<u>156.31</u>	<u>6,744</u>	<u>6,744</u>	<u>-</u>	<u>-</u>

Financial data as of June 30, 2025, continued

(\$ Cash Balances as of June 30, 2025)						
General Fund	2,618,426	Warrenton Marina	477,479	Storm Sewer	2,338,163	
WBL	181,663	Hammond Marina	373,948	Sanitation Fund	532,764	
Building Department	463,959	Water Fund	2,795,868	Community Center	84,902	
State Tax Street	3,290,651	Sewer Fund	3,358,678	Library	268,098	
Warrenton Urban Renewal Agency						
Capital Projects	37,026					
Debt Service	1,497,180					
General Fund Revenues	Collection Frequency	Actual as a % of Collections/Accruals				
		2024-2025 Budget	Current Budget	Year to date		(over) under budget
				June 2025	June 2024	
Property taxes-current	AP	1,428,999	100.11	1,430,572	1,348,148	(1,573)
Property taxes-prior	AP	30,000	107.62	32,286	36,273	(2,286)
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	695,225	117.93	819,903	756,141	(124,678)
COW - franchise fees	M	354,629	98.81	350,395	336,974	4,234
Transient room tax	Q	650,000	98.55	640,555	664,633	9,445
Liquor licenses	A	625	100.00	625	600	-
State revenue sharing	MQ	223,378	77.66	173,469	207,143	49,909
Municipal court	M	94,200	73.72	69,441	72,609	24,759
Planning Fees	I	103,000	91.94	94,695	53,527	8,305
Police charges	I	24,000	114.19	27,405	28,008	(3,405)
Fire charges	SM, I	119,018	132.14	157,275	124,212	(38,257)
Park charges	I	-	0.00	2,281	1,360	-
Housing rehab loan payments	I	-	0.00	-	-	-
Miscellaneous	I	5,000	259.73	12,986	50,439	(7,986)
Interest	M	90,000	140.89	126,799	137,867	(36,799)
Lease receipts	M	272,758	112.77	307,598	250,990	(34,840)
Food pod receipts	M	-	0.00	31,200	28,770	(31,200)
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	104.68	4,282,200	4,102,326	(191,368)
Transfers from other funds	I	3,000	0.00	3,000	856,842	-
Overhead	M	1,596,971	89.94	1,436,253	1,433,481	160,718
Total revenues		5,690,803	100.54	5,721,452	6,392,649	(30,649)

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.



City of Warrenton Marina Advisory Committee Minutes

City Hall, 225 S. Main Warrenton, OR 97146
Monday March 17, 2025

1. Marina Advisory Committee meeting called to order at 2 p.m.

Members	Present	Excused
Jen Fowler, Chair	X	
Bill Kerr	X	
Larry Ausman	X	
Mike Balensifer	X	
Lylla Gaebel	X	

Staff Members Present	
Jessica McDonald	Harbormaster
Shara Ford	Marina Office Secretary

2. Consent Calendar

A. Meeting Minutes February 24, 2025

Motion:	Move to approve the consent calendar as presented.				
Moved:	Balensifer				
Seconded:	Kerr	Aye	Nay	Abstain	Recused
Vote:	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel	X			
Passed:	5/0				

3. Public Comment

A. None

4. Reports

Ms. McDonald reviewed her harbor master report and read over the projects in progress list.

- i. Ms. McDonald shared that all three pier ladders are installed.
- ii. Ms. McDonald noted the center launch dock separated at the Hammond Marina during high winds. Staff were able to secure the separate dock.
- iii. Ms. McDonald shared that she submitted the Oregon State Marine Board grant application.
- iv. Ms. McDonald noted she is currently working on Warrenton & Hammond pile permits and the Hammond dredging permit. She noted part of the piles are in the federal levy system causing extra steps in the permit application process. She shared National Marine Fisheries and has also restricted the in-water work window to only November, instead of December and November.
- v. Ms. McDonald is hoping to be able to dredge ten feet instead of eight to help reduce dredging frequency.

5. Business Items

- A. The committee discussed the marina's policy and derelict vessel prevention plan. The committee agreed that there does not need to be a full review of these policies, they just need to be reinforced.
- B. The committee spoke with concerns about pots holes in both marinas. Harbor Master Jessica McDonald mentioned she will speak with public works about the potholes.

6. Discussion Items

A.

Motion:	Move made to make a recommendation to bring forward capital improvement projects to the City Commission.				
Moved:	Balensifer				
Seconded:	Kerr	Aye	Nay	Abstain	Recused
Vote	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel	X			
Passed:	5/0				

B. Review of joint work session.

- i. Ms. McDonald provided an email from the engineers regarding the joint work session. The committee reviewed the email.
- ii. Mr. Balensifer asked if the Marine Board's funding is only for the middle launch ramp in Hammond. Ms. McDonald clarified and shared the Marine Board funding is for anything recreational, however Ms. McDonald noted the Hammond docks are ineligible for the Marine Board funding since the marina rents them out and the tie up allotment is more than fifteen minutes.
- iii. The committee spoke about the need for a camp host in Hammond. Ms. McDonald stated that no one has applied this year.

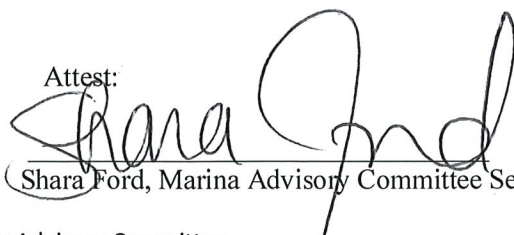
7. Good Of the Order

- A. Mr. Balensifer would like the marina staff to try to enforce the marina's rules and regulations. Ms. McDonald agreed.
- B. Mr. Balensifer asked how much funding the advisory committee can request from Urban Renewal. Ms. McDonald and Ms. Fowler both stated Urban Renewal proposed giving Warrenton Marina between \$1-1.5 million in funding.

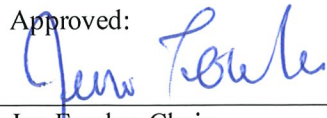
C. Adjournment

There being no further business, Chair Fowler adjourned the meeting at 3:20 pm.

Attest:


(Shara Ford, Marina Advisory Committee Secretary)

Approved:


Jen Fowler, Chair



City of Warrenton Parks Advisory Board

Meeting Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Monday, June 9, 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 Director, Kevin Gorman
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 –4.14.2025

Motion:	Move to approve the consent calendar with adjustments for grammatical errors.				
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. – No Representative

- i. No representatives were present at this meeting, and the Board asks that for the next meeting, Ricky Joe be contacted and invited.

B. Public Works Operations – Kevin Gorman, Public Works Director

- i. Kevin Gorman introduced himself to the Parks Advisory Board and was welcomed by all.

Warrenton Parks Advisory Board

Meeting Minutes 6.9.2025

Page: 1 of 3

- ii. Quincy and Betsy Robinson Park-
 - i. Kevin presented to the Board upcoming lighting improvements for the park. This additional lighting is intended to help reduce vandalism in the park, particularly around the restrooms. In response to the recent vandalism, Public Works filed a police report, an investigation is underway to identify those responsible.
 - ii. Tennis and pickleball court resurfacing will go out for bids in the new fiscal year, beginning July 1st.
 - iii. Public Works is waiting for the exact location for the new trail signs for the crew to install.
 - iv. Public Works discovered that the gazebo was being used as a private workshop, resulting in stolen electricity. If the party responsible is seen and/or identified, Public Works will involve the police.

C. Park Alliance- Brooke Terry

- i. The Warrenton Parks Alliance have upcoming events but they are waiting for the new event application packet before submitting to the City.
- ii. July 5th at 8:00 AM there will be a volunteer trash pickup at Seafarers Park.
- iii. July 13 at 10:00 AM there will be a volunteer scotch broom removal at Carruthers Memorial Park.
- iv. The Alliance expressed they are still interested in the Adopt a Highway program.
- v. Board member Brooke Terry updated the board on the fitness equipment installation project. She presented one funding option of donations with the donor being thanked by having their name or organization on or around the equipment.

D. Community Grants – Esther Moberg, City Manager

- i. City Manager Esther Moberg informed the board that the City of Warrenton will be providing grants and opportunities to discuss funding opportunities for community projects, events, or supplies. Applications for this opportunity will open July 18th 2025.

5. Public Comment

- i. Community Member Jen Fowler proposed a movies in the park event come July 16th of 2026. Citing it would be a great opportunity to get more people out into the park. She also updated the board on the Community Garden located next to the Community Garden in Warrenton.

6. Business Items

A. City Website Trails Map List- Parks Board

- i. Board Members requested that the City website to reflect accurate trails.

B. Community Garden Relocation – Kevin Gorman

- i. The site has been graded and the grounds prepared for the installation of the fence, which is expected to be completed before July 1st. Public Works has provided water lines and will install a spicket soon. No garden beds have been built or placed in the garden. A volunteer to tend to the Hammond Community Garden is still needed. The Parks Advisory Board asked that a Public Works sign be installed on the fence directing garden patrons to call if there are any emergencies in that area.

C. WIKI Field – Ron Dyer

- i. Board Member Ron Dyer reported that the fields look great. He is still wanting to install sprinklers on field 2. Public Works and the City need in writing, the overall services from the contractor selected.

D. Trail Sign Ribbons Cutting – Parks Board

- i. This item was tabled for this meeting and will be discussed in the next Parks Advisory Board Meeting.

7. Discussion Items

A. Memorial Bench Application- Public Comment

- a. Community Member Korey Gardner – Presented an application for a Memorial Bench located in Seafarer’s Park. The City would like to ensure an appropriate location and material for the bench. Public Works Director Kevin Gorman will coordinate with the Memorial Bench Applicant moving forward.
- b. The Parks Advisory Board motioned to approve the bench at or near Seafarer’s Park.

8. Adjournment

There being no further business, Chairperson Sara Long adjourned the meeting at 4:45 p.m.

Attest:



Lily Newman, Acting Public Works Executive Secretary

Approved:



Sara Long, Parks Advisory Board Chair



City of Warrenton Community Center Advisory Board Minutes

City Hall, 225 S. Main Warrenton, OR 97146
Wednesday September 17, 2025

1. Community Center Advisory Board meeting called to order at 4:33 pm.

Members	Present	Excused
Debbie Little, Chair	X	
Kenneth Stranding		
Penny Morris, Secertary	X	
Carol Snell	X	
Vacant Position		

Staff Members Present	
Finance Director Jessica Barrett	x

2. 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. Meeting Minutes

Motion:	Move to approve the consent calendar as presented.				
Moved:	Penny				
Seconded:	Carol	Aye	Nay	Abstain	Recused
Vote:	Little			X	
	Morris	X			
	Snell	X			
Passed	3/0				

3. Reports

4. Public Comment

None

5. Business Items:

A. Breakfast with Santa: Breakfast with Santa Dec 14th / Set up Saturday Dec 13th at 10am

1. Low Attendance at the Easter Breakfast
2. We need volunteers to help with the breakfast in December
 - Kitchen we will need 5 people
 - Dining room – 6 people / 4 servers, 2 helpers
 - Raffel is taken care of with 2 people
 - Cashier – 1 – Carla
 - Santa is Bert
3. Letter will have an auto signature from Debbie

4. Go over the business list we have – deliver letters if possible
5. Decorate Christmas tree – around the 1st of December – this will be discussed again and we need helpers
6. Social Media / Schools – Facebook / email to schools
7. Carol brought up finding a grant for the Community Center and possibly have Debbie Little write it for a new dishwasher because what is there is a dish sanitizer.
8. The wall behind the dish sanitizer was discussed due to damage. Jessica stated she has already had a contractor look at the wall.
9. There was a discussion regarding the role of the Community Center Advisory Board. Jessica pulled up the bylaws for us. It was discussed that the name should be changed since the committee's responsibilities are to do the two breakfasts a year. The consensus was that we do not "advise nor is it a board" we do fund raising for the center only.
10. Carol stated she may resign from the committee.

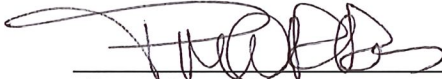
Next meeting will be October 15, 2025 at 4:30pm at City Hall

6. Adjournment

There being no further business, Chair Little adjourned the meeting at 5:15pm.

Approved:

Attest:



Penny Morris, Secertary



Debbie Little, Chair



City Commission Agenda Memo

Meeting Date: 28 October 2025
 From: Jeffrey B. Adams, Planning Director
 Subject: Renaming NE Iredale Avenue to NE Isobar Avenue

Summary:

On August 12, 2025 the Warrenton City Commission considered a proposal to rename NE Iredale Avenue. Per Oregon Revised Statutes (ORS) 227.120 cities are required to hold a public hearing with the Planning Commission to recommend a street name amendment.

On September 9, 2025 the Planning Commission approved a motion recommending the City Commission approve Ordinance 1297 renaming NE Iredale Avenue in the City of Warrenton.

Warrenton Municipal Code (WMC) § 12.24.040(D)(1) specifies that the City is to avoid duplicating street names in the City. Currently there are three streets sharing the Iredale name, as follows:

- Iredale Street in the Hammond Area
- Peter Iredale Road in the Fort Stevens Area which extends to the Peter Iredale shipwreck
- NE Iredale Avenue in the Harbor Drive/Skipanon River Area

In order to avoid confusion and assist first responders locating properties along the street, Staff proposes the name NE Iredale Avenue located in the Harbor Drive/Skipanon River Area be amended.

The only property currently addressed from NE Iredale Avenue is a Warrenton City-owned parcel, which is developed with storage units; as such, no other changes of address will be necessary with this street name amendment.

Adjacent property owners to NE Iredale Avenue in the Harbor Drive/Skipanon River Area are as follows:

Parcel Number	Owner Name	Parcel Street Address	City
81022BD01500	HRRUS LLC	888 NE 1st Ct	Warrenton
81022BD02100	Kalander Family Living Trust		
81022BD04200	Kalander John R		
81022BD04900	Kalander John R		
81022BD02100	Kalander John R		
81022BD07000	Stallsworth Julie T		
81022BD04100	Thompson Barbara L		
81022BD05000	Thompson Harbor Drive Rentals LLC	925 E Harbor Dr	Warrenton
81022BD01300	Warrenton City Of		
81022BD02600	Warrenton City Of		
81022BD02700	Warrenton City Of		
81022BD02600	Warrenton City Of		

Per Warrenton Municipal Code (WMC) § 12.24.040(A)(2), all proposed streets between Highway 101 and Main Avenue shall have a "nautical" name" (see also WMC § 16.216.020(J)).

While it is not specified in code, streets parallel to and east of Main Avenue are generally arranged alphabetically. We are looking to replace the name of the street in the "I" position— "Iredale"—with another

nautical term that begin with the letter "I." The City Commission considered names including "Intrepid," "Isabella," "Iceberg," and "Isobar," and tentatively agreed upon NE Isobar Avenue.

Staff prepared a DRAFT Ordinance 1297 (herein attached) renaming NE Iredale Avenue to NE Isobar Avenue and is presenting it to the City Commission for a first reading. If the City Commission approves of Ordinance 1297, Staff will bring it to the November 25, 2025 City Commission meeting for a final reading and determination.

Recommendation/Suggested Motion:

"I move to conduct the first reading of Ordinance 1297 by title only; renaming NE Iredale Avenue in the City of Warrenton."

Alternative:

None recommended

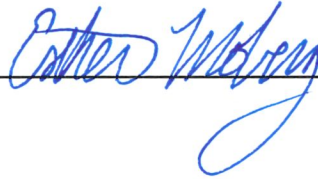
Fiscal Impact:

N/A

Attachments:

DRAFT Ordinance 1297

Approved by City Manager: _____



Ordinance No. 1297
Introduced by All Commissioners

AN ORDINANCE RENAMING NE IREDALE AVENUE IN THE CITY OF WARRENTON

WHEREAS, Warrenton Municipal Code (WMC) § 12.24.040(D)(1) specifies that the City is to avoid duplicating street names in the City; and

WHEREAS, there are currently three streets sharing the Iredale name; and

WHEREAS, in 1890 the plat for New Astoria was approved in the Hammond Oregon area, which included a north-south “Harrietta Street” crossing Pacific Avenue; Harrietta Street was subsequently changed in a civil survey (CS AA 6299) to “Iredale Street” on or around February 3, 1978; and

WHEREAS, Fort Stevens was decommissioned in 1947; the land around Fort Stevens was acquired from Clatsop County and the U.S. Army Corps of Engineers by Oregon State Parks between 1955 and 1974 and was gradually transformed into a state park; Peter Iredale Road itself was constructed as a short access road within Fort Stevens State Park, leading directly to the beach where the Peter Iredale shipwreck rests; Peter Iredale Road appears on USGS topographic maps from the 1980s onward, but not on earlier maps from the 1950s, suggesting it was built and named “Peter Iredale Road” sometime between; and

WHEREAS, In 1897 East Warrenton First Extension was platted, with a north-south “Arthur Street” traversing the Astoria and South Coast Railway (A&SCR) line; the railroad line has since been abandoned and NE Harbor Drive was established as an arterial street; Arthur Street was renamed NE and SE Iredale Avenues on a 1999 survey; SE Iredale Avenue remains undeveloped; NE Iredale Avenue serves a City of Warrenton-owned mini-storage and a privately owned warehouse; and

WHEREAS, The City of Warrenton property is the only one containing a NE Iredale Avenue address (60 NE Iredale Ave, Warrenton, OR 97146); and

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

WHEREAS, on 9 October 2025 the Warrenton Planning Commission held a public hearing to consider an ordinance to amend the name of NE Iredale Avenue; and

WHEREAS, at their 9 October public hearing the Planning Commission recommended the City Commission approve Ordinance No. 1297 renaming NE Iredale Avenue in the City of Warrenton; and

WHEREAS, at their 28 October 2025 public meeting, the Warrenton City Commission held a hearing to consider the Planning Commission’s recommendation to approve Ordinance No.

1297 renaming NE Iredale Avenue in the City of Warrenton; and

WHEREAS, the Warrenton City Commission believes that NE Iredale Avenue has the potential to cause confusion with future developments; and

WHEREAS, the only affected property owner for a NE Iredale Avenue street name change is the City of Warrenton, as only the City of Warrenton has an existing structure addressed to and impacted by the proposed street name change; and

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

Section 1. NE Iredale Avenue is hereby renamed NE Isobar Avenue (See Exhibit B).

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

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____day of _____ 2025.

First Reading: 28 October 2025

Second Reading: 25 November 2025

APPROVED:

Henry A. Balensifer, Mayor

ATTEST:

Dawne Shaw, City Recorder

Existing Name

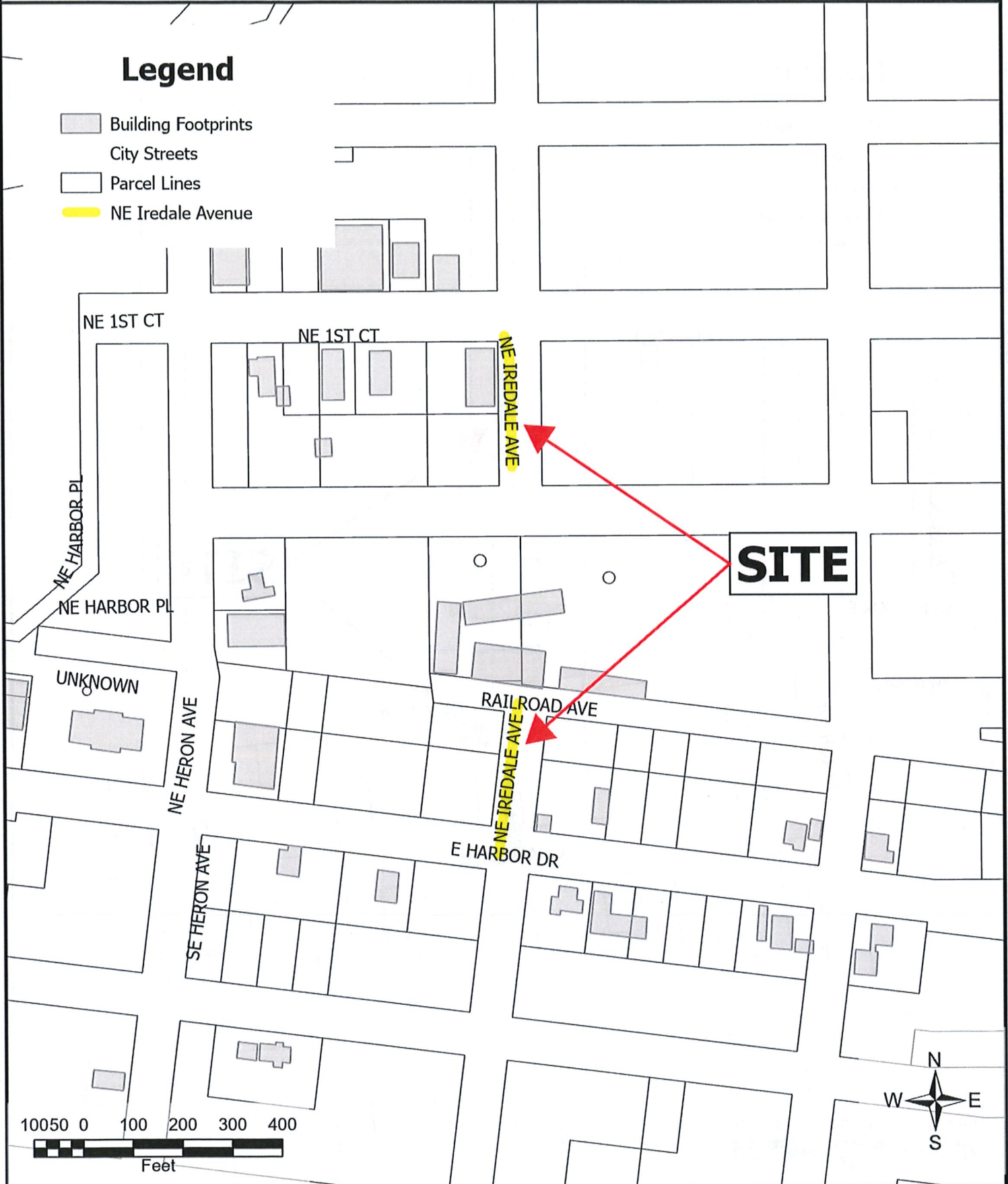
Item: NE Iredale Avenue Rename
Applicant: City of Warrenton
File # Ordinance

EXHIBIT "A"



Legend

- Building Footprints
- City Streets
- Parcel Lines
- NE Iredale Avenue



Proposed Name

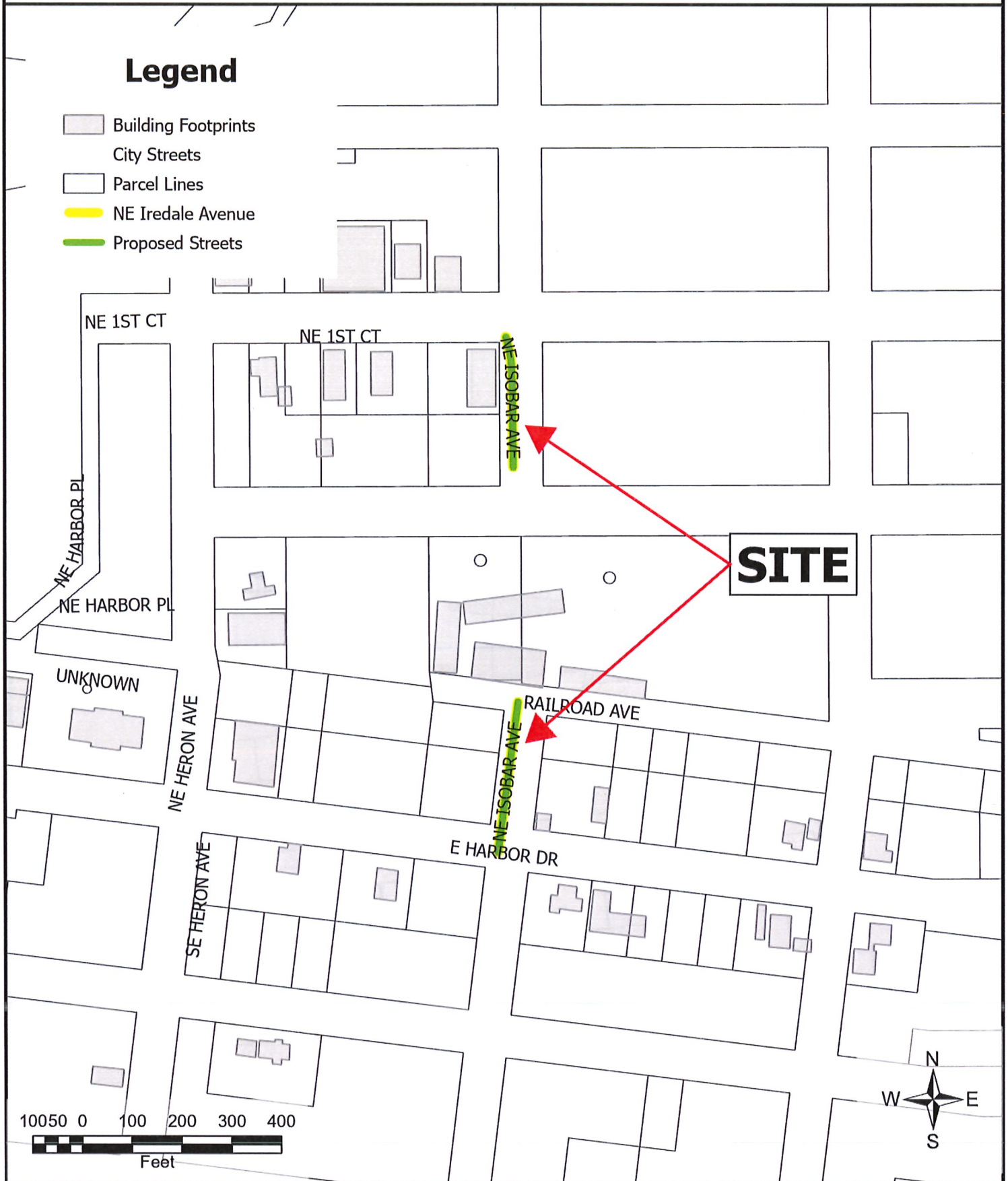
Item: NE Iredale Avenue Rename
Applicant: City of Warrenton
File # Ordinance

EXHIBIT "B"



Legend

- Building Footprints
- City Streets
- Parcel Lines
- NE Iredale Avenue
- Proposed Streets





City Commission Agenda Memo

Meeting Date: October 28, 2025
From: Esther Moberg, City manager
Subject: EPA Redevelopment plan

Summary:

Sarah Lu Heath will be presenting a brownfields grant redevelopment plan which can be used in the downtown core area for strategic planning. The City Commission should determine how best use of this grant and planning could be used by the city and what direction staff should follow in this process.

Recommendation/Suggested Motion:

I move to approve the City moving forward with the ColPac EPA redevelopment plan in partnership with downtown business owners.

Alternative:

I move to approve the City supporting local business owners as an auxiliary support for a strategic planning project grant in partnership with the ColPac's EPA redevelopment grant.

OR

None recommended

Fiscal Impact:

None

Attachments:

None

Approved by City Manager: _____



City Commission Agenda Memo

Meeting Date: October 28, 2025
From: Esther Moberg, City Manager
Subject: Public Safety Fee, Resolution Adoption

Summary:

In recent years, the City has experienced rising operational costs for maintaining adequate public safety services. At the same time, revenue streams have remained flat or declined, placing increasing pressure on the General Fund. To ensure the continued provision of responsive and effective emergency services, staff have explored alternative funding mechanisms, including the implementation of a Public Safety Fee.

Recommendation/Suggested Motion:

Staff recommend the City Commission adopt Resolution No. 2709, A resolution establishing a public safety fee.

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

This will set a monthly fee on commercial businesses based on water meter size per Appendix A.

Attachments:

None

Approved by City Manager: _____

RESOLUTION NO. 2709

A RESOLUTION ESTABLISHING A PUBLIC SAFETY FEE

WHEREAS the City of Warrenton is committed to ensuring the safety and well-being of its residents, businesses, and visitors; and

WHEREAS the demand for public safety services, including police, fire, emergency medical, and disaster response, has increased due to population growth, increased service calls, and evolving community needs; and

WHEREAS existing funding sources are insufficient to maintain or enhance the current level of public safety services without additional revenue; and

WHEREAS, the City of Warrenton has determined that the implementation of a Public Safety Fee is a fair and reasonable means of generating dedicated revenue to support vital public safety services; and

NOW, THEREFORE, BE RESOLVED BY THE CITY OF WARRENTON COMMISSION AS FOLLOWS:

Section 1: Establishment of the Public Safety Fee

A Public Safety Fee is hereby established to be assessed on commercial ~~and~~ businesses for the purpose of funding public safety services, including but not limited to police, fire protection, emergency medical services, and emergency management operations.

Section 2: Fee Amount

The Public Safety Fee shall be:

- **Amount (see appendix A. Public Safety Fee Schedule)**
- Adjusted annually based on the budget process/needs assessment.

Section 3: Use of Funds

All revenue generated from the Public Safety Fee shall be deposited into the City General Fund, and shall be used exclusively for:

- Wages, stipends, and benefits of public safety personnel.
- Training and education.

Section 4: Administration and Collection

The City of Warrenton Finance Department shall be responsible for administering and collecting the fee. The fee shall be included on utility bills issued by the City of Warrenton.

Section 6: Effective Date

This resolution shall be effective January 1, 2026

First reading: October 14th, 2025

Second reading: October 28th, 2025

ADOPTED by the City Commission of the City of Warrenton this 28th day of October 2025.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, City Recorder



Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 (5 0 3) 861-2494 Fax 503/861-2351
225 S. Main Warrenton, Or 97146-0250

Appendix A.

<u>BY SIZE</u>	<u>#</u>	<u>SIZE/GROUP</u>	<u>MONTHLY REVENUE</u>	<u>YEARLY REVENUE</u>
.75"	136	\$20.00	\$2,720.00	\$32,640.00
1"	36	\$50.00	\$1,800.00	\$21,600.00
1.5"	27	\$60.00	\$1,620.00	\$19,440.00
2"	42	\$70.00	\$2,940.00	\$35,280.00
3"	6	\$90.00	\$540.00	\$6,480.00
4"	8	\$100.00	\$800.00	\$9,600.00
6"	6	\$120.00	\$720.00	\$8,640.00
8"	1	\$160.00	\$160.00	\$1,920.00
				<u>\$135,600.00</u>



City Commission Agenda Memo

Meeting Date: October 28, 2025
 From: Dawne Shaw, Recorder
 Subject: Ordinance No. 1296; Parliamentary Housekeeping

Summary:

The second reading and adoption of Ordinance No. 1296 was presented at the October 14th meeting, however there was some confusion on the ordinance number in the motion for the second reading. Staff is requesting the commission conduct the second reading and adoption again, so we have a clear motion and second reading process.

Recommendation/Suggested Motion:

"I MOVE TO CONDUCT THE SECOND READING, BY TITLE ONLY, OF ORDINANCE NO. 1296; AN ORDINANCE AMENDING ORDINANCE 1217, VACATING CERTAIN STREETS IN THE PLAT OF WARRENTON PARK AND IN THE PLAT OF PORTSMOUTH ADDITION TO WARRENTON IN THE CITY OF WARRENTON, OREGON."

"I MOVE TO ADOPT ORDINANCE NO. 1296."

Alternative:

None recommended

Fiscal Impact:

N/A

Attachments:

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

- Ordinance No. 1296
- Ordinance No. 1217

Approved by City Manager: _____

ORDINANCE NO. 1296

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE AMENDING ORDINANCE 1217 VACATING CERTAIN STREETS IN THE PLAT OF WARRENTON PARK AND IN THE PLAT OF PORTSMOUTH ADDITION TO WARRENTON IN THE CITY OF WARRENTON, OREGON

WHEREAS, the petitioner(s), Wes Giesbrecht, on behalf of North Coast Industrial LLC has petitioned the Warrenton City Commission to consider amending ordinance 1217 vacating certain streets in the plat of Warrenton park and in the plat of Portsmouth addition to Warrenton in the City of Warrenton, County of Clatsop, State of Oregon, more particularly described and depicted in the attached legal description (EXHIBIT "A") and plat (EXHIBIT "B"), respectively; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, September 23, 2025, in the Commission's Chambers at Warrenton City Hall; and

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

WHEREAS, the petition to amend Ordinance 1217 by vacating certain streets in the plat of Warrenton Park and in the Plat of Portsmouth Addition to Warrenton in the City of Warrenton, was proposed for the purpose of preparing the site for commercial retail development; and

WHEREAS, Ordinance No. 1217 vacated only the streets but did not vacate any drainage ditches, utilities, or easements; and

WHEREAS, there are no public facilities in these vacated Rights of Way; and

WHEREAS, North Coast Industrial is requesting a full discharge of any and all drainage ditches, utilities, and easements, so the land title is unencumbered; and

WHEREAS, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby was appended to the petition; and

WHEREAS, the City Commission has determined that there appears to be no reason why the petition should not be allowed in whole or in part; and

WHEREAS, the City has received no written objections filed with the recording officer of the city prior to the time of hearing, which will be heard and considered; and

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

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

All of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton, Warrenton in the City of Warrenton, County of Clatsop, State of Oregon, including any and all drainage ditches, utilities, and easements therein.

is hereby vacated.

Section 2. The City Recorder of the City of Warrenton is hereby ordered to make this vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

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

ADOPTED by the City Commission of the City of Warrenton this _____ day of _____, 2025.

First Reading: September 23, 2025

Second Reading: October 28, 2025

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

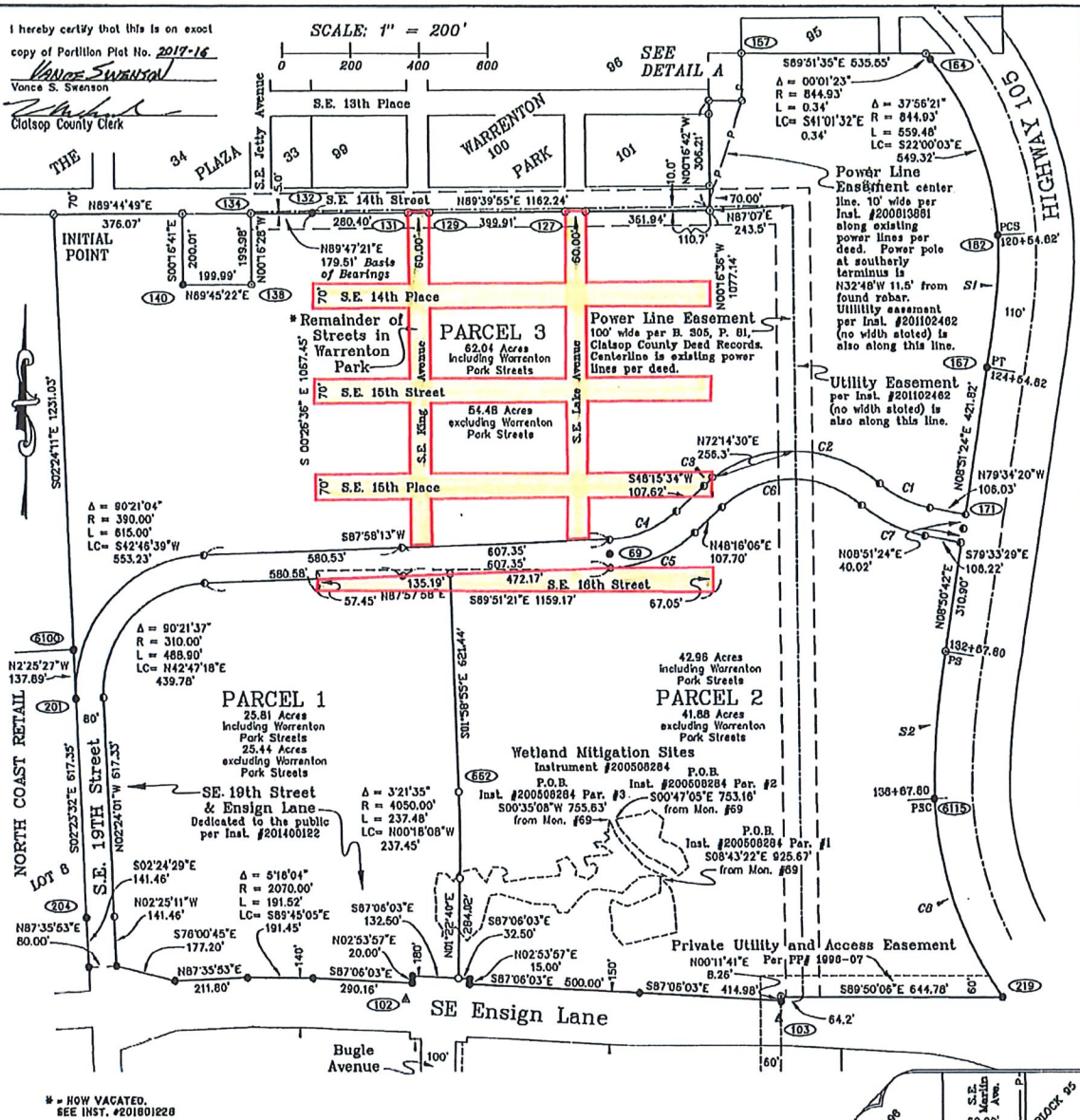
Dawne Shaw, CMC, City Recorder

Exhibit “A”

Legal Description

Street Vacation SV-25-1 - North Coast Industrial LLC, c/o Wes Giesbrecht

All of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton, Warrenton in the City of Warrenton, County of Clatsop, State of Oregon.



After Recording Return to:
City Recorder
City of Warrenton
P.O. Box 250
Warrenton, OR 97146



Recording Instrument #: 201801228
Recorded By: Clatsop County Clerk
of Pages: 2 Fee: 262.50
Transaction date: 2/20/2018 09:10:52
Deputy: nstethem

ORDINANCE NO. 1217

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE VACATING UNDEVELOPED STREET RIGHTS-OF-WAY IN THE PLATS OF WARRENTON PARK AND PORTSMOUTH ADDITION TO WARRENTON IN WARRENTON, OREGON

WHEREAS, The Warrenton City Commission deems it to be in the best interest of the City to vacate undeveloped street rights-of-way in the plats of Warrenton Park and Portsmouth Addition to Warrenton in the City of Warrenton, County of Clatsop, State of Oregon; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, January 9, 2018, in the Commission's Chambers at Warrenton City Hall; and

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

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

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

all of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton.

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

Section 2. The Deputy City Recorder of the City of Warrenton is hereby ordered to make this vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the Deputy City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

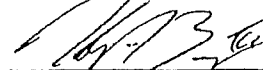
Section 3. This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

Adopted by the City Commission of the City of Warrenton, Oregon this 13th day of

February, 2018.

First Reading: January 23, 2018
Second Reading: February 13, 2018

APPROVED:

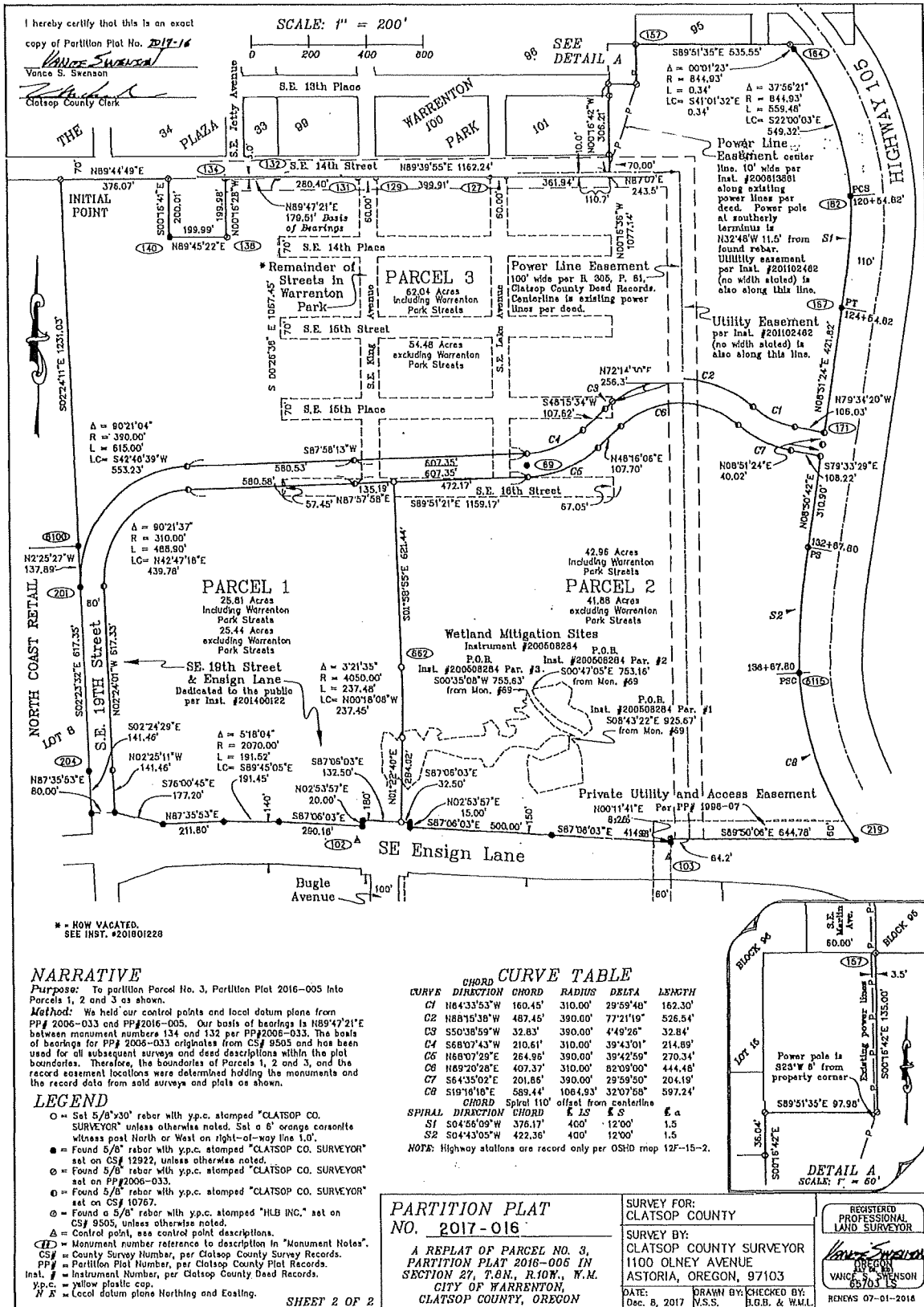


Henry A. Balensifer Mayor

ATTEST:



Dawne Shaw, Deputy City Recorder





City Commission Agenda Memo

Meeting Date: October 28, 2025
From: Jessica McDonald, Harbormaster
Subject: Warrenton & Hammond Marina Pile Replacement – Intent to Award

Summary:

The City of Warrenton Marinas is currently accepting bids for the Warrenton & Hammond Pile Replacement Project. This project includes the replacement of 10 pilings in the Warrenton Marina Basin and approximately 20 pilings in the Hammond Marina. Bids are due by Wednesday, October 22, 2025, at 1:00 p.m. Following the bid opening, the intent to award and contract will be presented at the next City Commission meeting.

Recommendation/Suggested Motion:

I move to award the pile replacement project contract to "lowest bidder"

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

This project is budgeted for in the 25-26 Capital Improvement plan.

Attachments:

- Intent to Award – 10/22/25
- Contract documents – 10/22/25

Approved by City Manager: _____



NOTICE OF INTENT TO AWARD

Dated: October 22, 2025

PROJECT:	OWNER:	OWNER'S REQUEST FOR BIDS:
Warrenton & Hammond Marina Pile Replacement Project	City of Warrenton, OR	RFB Warrenton & Hammond Marina Pile Replacement Project

This is the Notice of Intent to Award – This is not a notice of award or a notice to proceed - for the Request for Bids (RFB) – Warrenton & Hammond Marina Pile Replacement Project, a solicitation by the City of Warrenton, Oregon for qualified companies to replace piles in the Warrenton and Hammond Marina

A total of 5 submissions were received in response to the RFB for the above named project. The City of Warrenton has considered all RFB's submitted for this project by the deadline October 22, 2025 at 1PM.

The successful proposer is **Bergerson Construction in the amount of: \$248,995.00**

Please note that this is a notice of intent only and does not constitute a binding agreement. The award is contingent upon successful completion of contract negotiations and any applicable approval processes.

Should you wish to protest this Notice of Intent to Award formally, you may do so by submitting a written protest to Esther Moberg, City Manager, within seven calendar days from the date of this notice.

CITY OF WARRENTON

CONTRACT FOR GOODS AND SERVICES

CONTRACT:

This Contract, made and entered into this 29th day of October 2025, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Bergerson Construction, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES: (Title: Warrenton and Hammond Pile Replacement)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated October 22, 2025, and is attached hereto as Exhibit A.

B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$248,995.00 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing Warrenton & Hammond Pile Replacement Project for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@warrentonoregon.us. City pays net 21 upon receipt of invoice.

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jessica McDonald, Harbormaster

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Chad Curs, Project Manager.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be

written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

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

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

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

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

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

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

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. BUSINESS LICENSE

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

23. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry A. Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

P.O. Box 387
Astoria, OR 97103
Office 503-325-7130
Fax 503-325-0174
24 Hour Service



TIN # 93-0600594
OR CCB# 63328
WA CC01 BERGECI1210H
info@bergerson-const.com
www.bergerson-const.com

October 22, 2025
City of Warrenton
Attn: Jessica McDonald
501 NE Harbor Place
Warrenton, OR 97146
jmcdonald@warrentonoregon.us

Subject: Request for Bids: Warrenton & Hammond Marina Improvements – Pile Replacement

Bergerson Construction is pleased to provide this Bid for materials, equipment, labor and required insurance for the following scope of work:

Mobilization/Demobilization	1 LS @	\$36,000
Mobilize and demobilize crane barge and pile driving equipment to Jobsite.		
Demo Existing Guide Piles	31 EA @ \$1,485/EA	\$46,035
- Includes removal and disposal of existing steel and timber piles. - Includes containment and BMP's as typically required by in-water work permits.		
Furnish 12" x 0.375" x 60' Steel Pile	1,380 LF @ \$50/LF	\$69,000
Includes supply & delivery of 12.75" diameter, 0.375" wall thickness, steel pipe piles supplied as 23 EA @ 60' long.		
Furnish 16" x 0.375" x 60' Steel Pile	480 LF @ \$62/LF	\$29,760
Includes supply & delivery of 16" diameter, 0.375" wall thickness, steel pipe piles supplied as 8 EA @ 60' long.		
Install Steel Guide Piles	31 EA @ \$2,200/EA	\$68,200
- Includes installation of steel guide piles, with vibratory driving methods. - Includes supply and installation of bird deterrent caps on top of each pile.		
Total Bid:		\$248,995.00

Notes:

- Excludes all utilities
- Addendum(s) Acknowledged: 1,2,3

Thank you for the opportunity to provide this Bid. Please feel free to contact me personally with any questions.

Name: Greg Morrill

Sign: 

Title: President/General Manager

Date: October 22, 2025



City Commission Agenda Memo

Meeting Date: October 28, 2025
 From: Esther Moberg, City Manager
 Subject: Approval of Sale of City owned Property at NE 1st Court

Summary:

Requesting approval of the sale of the City Owned Property at NE 1st Court. The property was valued and first offer was made to the current tenants as recommended by the City Manager. The City Manager is requesting approval to accept the counteroffer by Pacific Fishing LLC in the amount of \$58,000 and authorize the Mayor to sign all closing paperwork.

Recommendation/Suggested Motion:

I move to approve the sale of the city owned property at NE 1st Court, previously leased as "the Gearshed" in the amount as noted above, and authorize the Mayor to sign the closing documents on the City's behalf.

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

Lease is in the process of being ended and the proceeds from the sale will go to the City's General Fund with a transfer to the Warrenton Marina fund either in this fiscal year or the next (pending Commission approval).

Attachments:

None

Approved by City Manager: _____



City Commission Agenda Memo

Meeting Date: October 28, 2025
From: Kevin Gorman, Public Works Director
Subject: Purchase and Installation of a Generator for Pump Station 14

Summary:

The Public Works Department is requesting authorization to purchase and install a new generator, in the amount of \$64,668.00, for Wastewater Pump Station 14, located at SW Alder Ave and N Main Ave. A new generator will ensure continuity of wastewater operations during power outages. If a pump station generator fails, crews must manually and continuously transport wastewater to the treatment plant for the duration of the outage.

Based on age, condition, and escalating maintenance costs, the existing generator has reached the end of its useful life; additional investment would not provide value.

Recommendation/Suggested Motion:

"I move to approve the purchase and installation of a new generator for Pump Station 14 in the amount of \$64,668.00."

Alternative:

None recommended

Fiscal Impact:

This procurement is included in the 2025-2026 Fiscal Capital Improvement Program (CIP) Budget.

Attachments:

- Contract for Goods and Services
- Exhibit A – Kohler Quote

Approved by City Manager: _____

CITY OF WARRENTON CONTRACT FOR GOODS AND SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of October 2025, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Power System Plus located at 5413 NE Century Blvd. Hillsboro, OR. 97124, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES: (Title: 620046 Kohler Generator – Pump Station 14)

- A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated 08/02/2025, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$64,668.00 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@warrentonoregon.us. City pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Rock Haglund.

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

- A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will

be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- B. **Automobile Liability.** Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.
- C. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- D. **Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident

to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry A. Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

Power Systems Plus

5413 NE Century Blvd.
Hillsboro, Oregon 97124
P: 503-357-3839

E: powersystemsplus@msn.com

W: www.pspusa.net

CCB #230918, Licensed and bonded



Customer:

City of Warrenton PW

45 SW 2nd St
Warrenton, Oregon 97146

QUOTE

Date:	Aug-02-2025
Quotation #	2590

Site Name:

Contact Name: Rock Haglund

Quantity	Part Number	Description	Unit Price (\$)	Sub Total (\$)
1.00	30REOZK	Kohler Diesel Generator Engine Model: KDI2504TM Engine Type: 4-Cycle, Turbocharged Cylinder Arrangement: Inline Emissions: Tier 4i EPA-Certified for Stationary Emergency Applications: With 48hr sub fuel tank, and qty-1 KSS-AFTC-0200S automatic transfer switch. Lead Time: 31 weeks	36,168.00	36,168.00
1.00	Subcontracted Labor	Subcontracted Labor: Electrical permit, decommission existing transfer switch, install new ATS, run new conduits and wiring from generator to transfer switch and utility meter as needed.	17,400.00	17,400.00
1.00	Labor	Labor: Permit. 1st trip, 2 Technicians, labor for travel, decommission and remove old generator, prep ground, form and pour concrete pad and trench from pad to building. 2nd trip, install new generator and anchor to pad. 3rd trip, Install new battery and perform start up. testing and inspection. Provide customer overview of generator operation.	11,100.00	11,100.00
				Total: \$ 64,668.00

Quote Description**Company Note**

Prices are subject to change based on date of order. This estimate is valid for 30 days. This is an estimate only, actual parts and labor will be charged. PSP will do everything possible to perform these services as estimated however, variable factors may apply such as when the approval to perform the services is received and/or manufacturer parts increase.

Note: 3.5% will be added to all credit card charges.

In Signing, I agree to the estimate. This constitutes an offer to sell based on Power Systems Plus, Inc. Terms and Conditions.

Signature



City Commission Agenda Memo

Meeting Date: October 28, 2025
From: Kevin Gorman, Public Works Director
Subject: Request for Qualifications: Qualified Pool

Summary:

Warrenton Municipal Code § 3.28.120 allows for the establishment of a pool of qualified contractors to provide personal services. Public Works seeks to renew such a pool for architectural, engineering, photogrammetric mapping, transportation planning, land surveying and related services pursuant to OAR 137-048-0120. Public Works requests approval to advertise a request for qualifications for this purpose.

Recommendation/Suggested Motion:

"I move to approve the advertisement for a request for qualifications for the establishment of a qualified pool for architectural, engineering, photogrammetric mapping, transportation planning, land surveying and related services."

Alternative:

None recommended

Fiscal Impact:

N/A

Attachments:

- Warrenton Request for Qualifications- Qualified Pool

Approved by City Manager: _____



CITY OF WARRENTON

Request for Qualifications

for

Qualified Pool Lists

October 2025

Prepared by
City of Warrenton
Public Works

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION	3
1.01 Proposal Request	3
1.02 Proposer's Proposal	3
1.03 Schedule	3
1.04 Issuing Office	3
1.05 Submitting Proposals	3
1.06 Proposal Withdrawal	4
1.07 Rejection or Acceptance of Proposals	4
1.08 Qualifications Based Selection	4
1.09 Proposing for Multiple Categories of Work	4
1.10 Multiple Awards, Contract Term and New Proposers	5
1.11 Public Records	5
1.12 Tax ID Number	5
1.13 Recycled Products Statement	6
1.14 Federal/State/Local Requirements	6
SECTION 2 - SCOPE OF WORK	7
2.01 General Background	7
2.02 Invitation	7
2.03 Overview	8
2.04 Qualifications	8
2.05 Category Specific Scopes of Work	8
2.05.1 Civil Engineering	8
2.05.2 Structural Engineering	9
2.05.3 Transportation Engineering	9
2.05.4 Traffic Engineering	9
2.05.5 System Master Planning	10
2.05.4 General Planning Services	10
2.05.5 Land Surveying	10
2.05.6 Pavement Design	10
2.05.7 Project Management Services	10
2.05.8 Architectural Design Services	10
2.06 City Deliverables	10
2.07 Assignment of Work	10
SECTION 3 - PROPOSAL REQUIREMENTS AND EVALUATION	12
3.01 Proposal Submittal	12
3.02 Incurred Costs	12
3.03 Content of Proposals and Evaluation Criteria	12
3.03.1 Introductory Letter	13
3.03.2 Key Personnel Qualifications	13
3.03.3 Approach to Project Development and Project Management	14
3.03.4 Organizational Structure and Experience	14
APPENDIX A: PROPOSED PROJECTS FOR NEXT FIVE YEARS	15
ATTACHMENT A — DISCLOSURE EXEMPTION AFFIDAVIT	16

Section 1 – General Information

1.01 Proposal Request

One digital copy of the written materials in response to this Request For Qualifications (RFQ) must be submitted no later than the due date of **2:00 PM local time on Wednesday, November 12, 2025**, to Kevin Gorman, Public Works Director.

1.02 Proposer's Proposal

Proposers responding to this qualification request must follow the directions stated within this RFQ. Adherence to these rules will ensure a fair and objective analysis of the qualifications. Proposals should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of the content.

Provide a clear and concise description of your firm's capabilities to meet the RFQ requirements. **Proposers must demonstrate prior experience in this type of work within the last five (5) years. All responses must be made in the format outlined in Section 3.** Failure to comply with or complete any part of this request may result in the rejection of your proposal.

1.03 Schedule

Advertisement	October 29, 2025
Proposal Due at 2:00 pm	November 12, 2025
Approval of Qualified Pool List	November 26, 2025
* These dates are approximate and subject to change.	

1.04 Issuing Office

All correspondence pertaining to this RFQ should be directed to bids@warrentonoregon.us.

1.05 Submitting Proposals

Proposers must submit a digital copy to bids@warrentonoregon.us. Fax submissions will not be accepted. Proposals must be received by the date and time stated in the Schedule. Submittals that are late, incomplete, or misdirected will be considered non-responsive, **with no exceptions**. The City of Warrenton relies on the City's own computer system clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a Proposal. Please do not wait until the last minute to submit your proposal. **THE LAST DAY FOR QUESTIONS IS THREE (3) BUSINESS DAYS PRIOR TO THE PROPOSAL DUE DATE.**

The proposal shall be clearly marked as follows:

City of Warrenton

Failure to clearly identify the Proposal in the subject line may cause misrouting of the Proposal and late delivery, resulting in disqualification.

1.06 Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified in **Section 1.03, Schedule**, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects.

1.07 Rejection or Acceptance of Proposals

The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.
- c. Base award with due regard to quality and timeliness of services, experience, compliance with the RFQ, and other factors as may be necessary under such circumstances.
- d. Reject all proposals and re-advertise at the City's sole discretion.

1.08 Qualifications Based Selection

The City will select consultants through a Qualifications Based Selection ("QBS") procedure.

1.09 Proposing for Multiple Categories of Work

The City seeks prime consultants for each Category. The City is not seeking comprehensive teams or prime/sub combinations. Proposers may respond to one or more Categories. If responding to multiple Categories:

- A single proposal may be provided.
- The total number of pages for the proposal should not exceed five (5) pages. An additional page can be added for each additional category proposed on.
- Complete your proposal as specified in Section 3.

1.10 Multiple Awards, Contract Term and New Proposers

The City intends to award multiple contracts as a result of this RFQ. The City will establish a qualified pool of consultants for each category of work.

This is an opportunity for proposers to be included in qualified pool(s). The City can choose to terminate qualified pool(s) at any time. The City makes no guarantee as to the size or frequency of task orders assigned under awarded contracts.

The City reserves the right to terminate the contract and/or remove any Consultant not meeting the specifications of this RFQ from the qualified pool.

1.11 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information that the proposers do not wish to become public. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.345(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment A) and a fully redacted version of its Proposal. Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the Proposal, in whole, as exempt from disclosure is not acceptable. City advises each Proposer to consult with its own legal counsel regarding disclosure issues. If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

1.12 Tax ID Number

Proposals must state the proposer's Federal/State of Oregon Taxpayer Identification Number.

1.13 Recycled Products Statement

Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposals, and the selected proposer shall continue the same practice in the performance of the contract work in accordance with ORS 279B.270.

1.14 Federal/State/Local Requirements

The selected proposer shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, and 279B.270. In addition, proposers agree to comply with:

- a. Title VI of the Civil Rights Act of 1964;
- b. Section V of the Rehabilitation Act of 1973;
- c. The American with Disabilities Act of 1990 and ORS 659.425;
- d. Pay Equity Laws;
- e. All regulations and administrative rules established pursuant to the foregoing laws; and
- f. All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

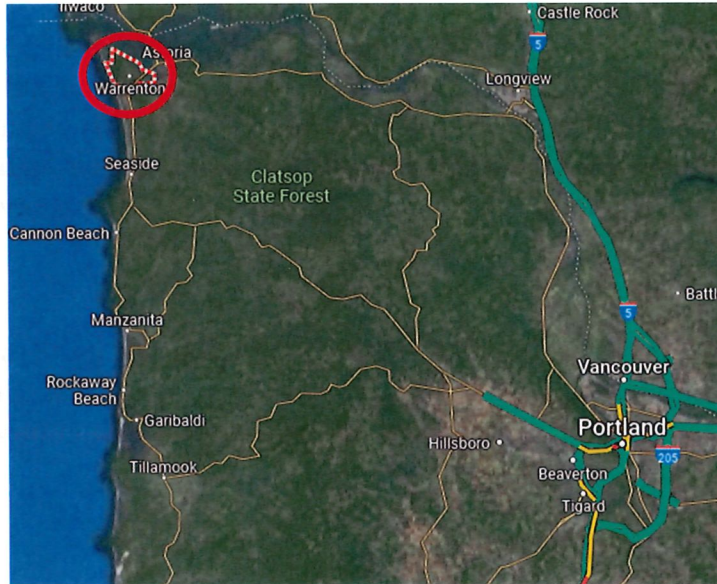
The proposer is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires the provision of Worker's Compensation coverage for all employees working under this contract. The City's programs, services, employment opportunities and volunteer positions are open to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

***** END OF SECTION ONE *****

Section 2 – Scope of Work

2.01 General Background

The City of Warrenton is located approximately 90 miles northwest of Portland and 5 miles west of Astoria, on the northwest corner of Clatsop County, Oregon. The City of Warrenton includes the former town of Hammond and encompasses Fort Stevens State Park. The Warrenton Water District extends south to the City of Gearhart. US 101 runs through a network of City, County, and State Roads. The City's population is growing and is currently 6,357.



2.02 Invitation

The City has ongoing needs for professional services. These needs include emergencies, development projects, repairs, renovations, new construction projects and supplemental internal staffing. The City will establish a pool of on- call consultants from which to draw as these needs arise.

Therefore, the City of Warrenton, Public Works Department, is requesting proposals from firms qualified and interested in providing professional services to the City on an as-needed basis in the following categories:

- Civil Engineering
- Structural Engineering
- Transportation Engineering
- Traffic Engineering
- System Master Planning
- General Planning Services
- Land Surveying
- Pavement Design

- Project Management Services
- Construction Management Services
- Architectural Services

While we expect to utilize the pool for many of our engineering and planning needs, the City reserves the right to use the pool, select consultants outside of the pool, or perform work with City staff, in the best interest of the City.

2.03 Overview

The Consultant will provide one or more of the Category of services shown in 2.05 below. The City seeks prime consultants for each Category. The City is not seeking comprehensive teams or prime/sub combinations. The work may include provision of preliminary engineering, final design, budgeting, creating schedules, public involvement planning and facilitation, planning, construction engineering, specification writing or any combination of these services.

2.04 Qualifications

Some tasks will require licensed professionals. When required by the City, the selected Consultant shall hold a current State of Oregon license to practice as a Professional Engineer, as awarded by the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS).

2.05 Category Specific Scopes of Work

2.05.1 Civil Engineering

May include engineering and design services for: land development, site planning, mass grading, storm and sanitary sewer design, utilities design, roadways, ADA facilities, building and systems layout. Schedules shall be prepared and submitted utilizing a Gantt chart format. Consultants shall perform design and drafting work in AutoCAD Civil 3D.

For the purposes of this RFP, sub-disciplines of Civil Engineering include, but are not limited to:

- General engineering
- Fire protection engineering,
- Geotechnical engineering,
- Environmental engineering,
- Hydrology and Hydraulic engineering,
- Water resources engineering,
- Construction engineering,
- Materials science

2.05.2 Structural Engineering

May include but is not limited to: review, analysis, and/or design of existing or proposed City infrastructure. Examples of possible work include commercial, industrial, and residential structural plan review.

2.05.3 Transportation Engineering

May include but is not limited to: engineering and design services for the construction of: roadways, pedestrian and bikeway facilities, drainage, water, and sewer facilities, sound walls, traffic signals, landscaping and irrigation systems, intelligent transportation systems, street lighting and other related facilities within the road Right of Way or easements.

2.05.4 Traffic Engineering

May include but is not limited to: engineering and design services for the construction of pedestrian and bikeway facilities, traffic signals, intelligent transportation systems, street lighting, signing and pavement marking and other related facilities within the road right of way or easements. May include traffic analysis evaluations and/or reviews consistent with the City's Transportation System Plan and ADA/Pedestrian/Bike Route Improvement Plan.

2.05.5 System Master Planning

May include but is not limited to: modeling, data collection, planning, analysis, and cost estimating of existing or proposed City public systems. The City's current system master plans include the following: Parks Master Plan, Water System Mater Plan, Wastewater Facilities Plan, Transportation System Plan, Pavement Management Plan, Stormwater Master Plan, Downtown Master Plan, and Marina Master Plan

2.05.6 General Planning Services

May include but is not limited to: review, analysis, and/or general planning services. Examples include land use, economic development, housing, historic preservation, strategic planning, and urban renewal.

2.05.7 Land Surveying

May include but is not limited to: review, analysis, and/or creating legal descriptions, easements, topo and ALTA surveying, filing records of survey and construction staking.

2.05.8 Pavement Design

May include but is not limited to: review, analysis, and/or design of existing or proposed City pavement infrastructure.

2.05.9 Project Management Services

May include but is not limited to: management of specific projects and program management.

2.05.10 Architectural Design Services

May include but is not limited to: review, analysis, and/or design of existing or proposed City facilities. Examples may be the Operations Remodel, Maintenance Yard Facility Plan.

2.05.11 Construction Management Services

May include but is not limited to inspection, coordination, and management of construction projects. Examples include project scheduling, budget management, quality control, contractor coordination, safety compliance, and project documentation."

2.06 City Deliverables

The City will provide the following:

- Project manager responsible for overall project.
- Construction management services.
- Established design parameters for each project.
- Mapping and design information previously developed, as well as guidelines, policies and regulations to be used in developing design.
- Preparation and submission of applications for required permits (unless the contract specifies that the Consultant will provide them).
- Records maintenance and processing payment requests

2.07 Assignment of Work

Work will be assigned based on the following criteria:

- Experience and qualifications for the work;
- Responsiveness, availability and capacity;
- Ability to meet schedule;
- Staff experience, unique knowledge, specialized expertise and qualifications;
- Customer service;
- Quality of work;
- Approach to the work.

The City may select Consultants through a competitive process.

Pricing information will not be considered when evaluating consultants for contracts requiring Qualifications Based Selection, as specified in ORS 279C.110. Some tasks will

require negotiation between City and Consultant. City reserves the right to cease negotiations and begin negotiations with another qualified Consultant, in the event negotiations are not successful.

***** END OF SECTION TWO *****

Section 3 – Proposal Requirements and Evaluation

3.01 Proposal Submittal

To receive consideration, submit proposals in accordance with the following instructions:

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of the content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFQ.

The City recognizes that in the submittal of proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its proposal that are proprietary. See **Section 1.13, Public Records**.

The proposal is due by the date and time identified in Section 1.01. Proposals submitted after this time will not be accepted. See Section 1.05 for more information on the proposal submission.

3.02 Incurred Costs

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

3.03 Content of Proposals and Evaluation Criteria

All proposals shall include the information identified in the following. The evaluation criteria and maximum possible points are noted for each item of information. An explanation of each item appears immediately in the following sub-sections.

CONTENT AND EVALUATION CRITERIA		MAXIMUM SCORE
1.	Introductory letter	5
2.	Key personnel qualifications	25
3.	Approach to Project Development and Project Management	40
4.	Organizational Structure and Experience	30
TOTAL =		100

Supplemental materials may be included in a separate section following the main proposal. Covers and section dividers do not count toward page limits. Double-sided pages count as two pages.

3.03.1 Introductory Letter

The introductory letter shall include, but need not be limited to, the following information:

- The name of the firm, as well as, the signature, printed name and title, telephone and fax number of the officer authorized to represent the Consultant in any correspondence, negotiations and sign any contracts that may result.
- The address of the office that will be providing the service, a project manager's name, telephone number, fax number, and e-mail address.
- The Federal and State tax identification numbers, and the State of incorporation, if applicable, must also be included.
- Indicate whether the proposer is a "Resident Bidder" as defined in ORS 279A.120 and provide a statement that the proposal is valid for sixty (60) days after the submission deadline.
- A clear list of the categories for which proposals are being submitted.

The proposer may use this section to introduce the proposal or to summarize the key provisions of the proposal.

3.03.2 Key Personnel Qualifications

Provide a statement that portrays how the qualifications and experience of the Consultant's key personnel relate to the described work, and successful projects/familiarity with the City of Warrenton.

Scoring will be based on relevance of the experience, qualifications, and technical competence of Project Manager and key staff.

3.03.3 Approach to Project Development and Project Management

Provide a description of your firm's approach to developing and managing City projects and working with a City-assigned project manager. How does your firm address critical project milestones and adjust schedules and resources to meet changing conditions that are often encountered throughout a project?

3.03.4 Organizational Structure and Experience

Briefly describe your organization and its history. You may provide an organization chart (not included in the page count) if you wish.

List three projects or contracts in which you provided Engineering Services similar or equal to the services required in 2.05. Provide a reference for each project. Include name, phone number, and email address. If proposing for more than one Category, provide a response for each Category proposed.

***** END OF SECTION THREE *****

APPENDIX A: PROPOSED PROJECTS FOR NEXT FIVE YEARS

Below is a partial list of proposed projects. For more information on the projects noted reference the [Capital Improvement Program](#).

- Water transmission Line Improvements
- Water Line Replacement
- Wastewater Lagoon Decommissioning
- Pump Station Bypass
- Septage Station Equalization
- Sanitation Truck Storage Facility
- Service Truck Shed Repairs
- Sanitation Truck Washout Facility
- Roadway Improvements
- Pedestrian Walkway Improvements
- New Roadway Construction
- Curb and Sidewalk Upgrades
- Crosswalk Design & Construction
- Street Drainage Improvements
- Culvert Replacement & Installation
- Storm Drainage Improvement Design
- Tide Gate Replacement, Design & Construction
- Roofing Replacements

ATTACHMENT A — DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing
_____ (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Qualifications referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about _____ (the "Proposal"), to the City of Warrenton (City) in response to the *Request for Qualifications, Qualified Pool Lists*, and I am familiar with the contents of the Request for Qualifications and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of Oregon)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT A TO ATTACHMENT B

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):



City Commission Agenda Memo

Meeting Date: October 28, 2025
From: Jeff Adams, City Planner
Subject: Discussion, Amending Wording of WMC 16.152 Grading
Excavation and Erosion Control Plans (DCR-25-3)

Summary:

Bringing back an updated version of an amendment proposal for *WMC 16.152 Grading Excavation and Erosion Control Plans* for Commission discussion, as requested by the City Commission during the fill work session previously this year *prior to Planning Commission* review through the hearing process.

For review to see if the Commission agrees this meets the intent of the work session as follows:

- 1) To make the code requirements more easily understandable
- 2) to make it clear when more extensive fill permits are required
- 3) to mitigate prior issues and anticipate future problems when improper grading/fill causes flooding into neighboring properties.

Recommendation/Suggested Motion:

*Recommendation to approve wording and **send this to the Planning Commission** to follow the full public hearing process for updating land use code.*

Alternative:

None recommended

Fiscal Impact:

None

Attachments:

None

Approved by City Manager: 

Ordinance No. 12741238
Introduced by All Commissioners

AN ORDINANCE AMENDING CHAPTER 16.152 of the WARRENTON MUNICIPAL CODE ~~CHAPTER 15.04.010, 15.04.180, 15.08.030, 15.08.070, and 16.152.060;~~ TO REFLECT THE MOST CURRENTLY ADOPTED STATE CODES TO MODIFY REGULATIONS ON GRADING, EXCAVING, AND EROSION CONTROL PLANS

~~WHEREAS, significant changes have been made to the Oregon State Codes, and; the City Commission recognizes that public health, safety, and general welfare necessitate the reasonable regulation of grading within Warrenton;~~

~~WHEREAS, the Warrenton Municipal Code needs to be updated to the most currently adopted State Codes, and; the current City code has resulted in unintended adverse impacts on neighboring properties which these regulations are designed to address;~~

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

Section 1. ~~Warrenton Municipal Code, Chapters 15 and 16 shall be amended with the following:~~
~~Section 16.152.030 of the Warrenton Municipal Code is hereby amended as follows:~~

~~**WMC 15.04.010:** These regulations shall be known as the City of Warrenton's Building Code requirements and includes the most currently adopted editions of the Oregon Structural Specialty Code, the 1994 Uniform Oregon Fire Code, Oregon Mechanical Specialty Code, Oregon Electrical Specialty Code, Oregon Plumbing Specialty Code, Oregon One and Two Family Dwelling Specialty Code, Oregon Manufactured Dwelling Code, Oregon Manufactured Dwelling Park and Mobile Home Park Rules, Oregon Recreational Park and Organizational Camp Regulations and International Dangerous Buildings Codes, including the administration sections and appendices herein, may be cited as such, and will be referred to herein as "this code." (Ord. 965-A § 2, 1996)~~

~~**WMC 15.04.180:**~~

~~A. **Enforcement of State Code.** The Oregon Structural Specialty Code and Oregon Residential Specialty Code, as adopted by OAR 918-460-0010 through 918-460-0015, except as modified in this code, is enforced as part of this code. The 1994 Uniform ~~most currently adopted edition of the Oregon Fire Code, including administrative sections, all appendices and all the State of Oregon Revisions.~~~~

~~B. **Adoption of Fire Flow Requirements.** Appendix Chapter 9 Division II of the 1996 The most currently adopted edition of the Oregon Structural Specialty Fire Code is adopted as part of this code with the following modifications:~~

~~1. **910.1 Decreases.** Fire flow requirements may be modified downward by joint approval of the Building Official and the Chief of the Fire Department for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire flow requirements is impractical.~~

~~2. **910.2 Increases.** Fire flow requirements may be modified upward by joint approval of the Building Official and the Chief of the Fire Department where conditions indicated an unusual susceptibility to group fires or conflagrations. An upward modification shall not be more than twice that required for the building under construction.~~

~~C. **Excavation and Grading/Erosion Control.** Appendix Chapter 33 of the Uniform Building Code, 1994 Edition, published by the ICBO, including Tables 33-A and 33-B, ~~the most currently adopted edition of the Oregon Structural Specialty Code, Appendix J Grading,~~ is adopted as part of this code. (Ord. 965-A § 2, 1996)~~

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16.152.040 Exempted Work.

A grading permit is not required for the following:

- A. When approved by the Building Official or their designee, grading in an isolated, self-contained area if there is no danger or potential impacts to private or public property. The Building Official or their designee may elect to identify proposed minor grading applications as exempt if the applicant is able to convince the reviewer that there is no potential hazard or impacts to the neighbors or the general public (i.e., grading is not adjacent to any property lines, no habitat or vegetation impacts, no changes to existing drainage patterns, no increase in stormwater drainage volumes, no floodplain impacts, including increases in floodplain elevations, no natural resource impacts, or no additional impacts based on criteria as identified in the Engineered Grading or Regular Grading requirements). Erosion control measures shall still be utilized.
- B. Agricultural grading related to farm practices as defined ORS 30.930.
- C. Homeowner landscaping activities such as tree/shrub plantings or removal, gardening, landscaping (placement of soil amendments, topsoil, bark or rock coverings) and other similar activities. Grading volumes for such landscaping activities shall be less than 10 cubic yards per quarter acre per year, and less than 1-foot in depth/thickness.
- D. Cemetery graves.
- E. Refuse disposal sites controlled by other regulations; applicants shall follow all applicable Oregon Revised Statutes (ORS) requirements.
- F. Excavations for wells, tunnels, or utilities; applicants shall follow all applicable Clatsop County and/or Oregon Revised Statutes (ORS) requirements.
- G. Exploratory excavations under the direction of geotechnical (soil) engineers or engineering geologists.

The building official reserves the right to redefine an exempt grading determination and require a grading permit if hazards or potential impacts to neighbors are identified in the future.

15.08.030 Alterations, additions and repairs.

All buildings or structures which are required to be repaired under the provisions of this chapter shall be subject to the provisions of this chapter and be subject to the provisions of OSSC Section 105.2.1 Chapter 1 and ORSC Section R102.7 Chapter 1 (Ord. 1079-A § 103, 2005)

15.08.070 Inspection of work.

All buildings or structures within the scope of this chapter and all construction or work for which a permit is required shall be subject to inspection by the Building Official in accordance with and in the manner provided by this chapter and Sections 305 and 306 of the currently adopted State Building Codes. (Ord. 1079-A § 204, 2005)

16.152.050 Hazards.

Whenever the Building Official or their designee determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt in writing from the Building Official or their designee, shall within the time

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period specified therein modify or eliminate such excavation or embankment so as to eliminate the hazard and to be in conformance with the requirements of this Code.

16.152.060 Grading Permit Requirements.

A. Application. To obtain a grading permit, the applicant shall file an application in writing to the City of Warrenton on a form furnished by the Building Official or their designee. Every such application shall contain:

1. Identification and description of work to be covered by the permit for which the application is made, including estimated quantities of work involved and identified erosion control measures.
2. Description of the land on which the proposed work is to be done by legal description, street address, assessor parcel number, or similar description that will readily identify and locate the proposed building or work.
3. Indication of the use or occupancy for which the proposed work is intended.
4. Plans, diagrams, computations, and specifications, and other data as required by this chapter. Plans and specifications shall be drawn to scale and shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed, and show in detail that it will conform to all provisions of this Code and relevant laws, ordinances, rules, and regulations of the City.
5. Applicant's signature.
6. Other data as required by the Building Official or their designee.

B. Engineered Grading. The following shall be designated as "engineered grading" and require an approved grading plan prepared by a civil engineer:

1. Grading activities with cumulative depths greater than one foot, over a five-year period.
 2. Grading activities within an Area of Special Flood Hazard as identified on the effective Flood Insurance Rate Maps (FIRMs). Such grading activities shall also be subject to a floodplain development permit.
 3. Grading activities subject to a removal-fill permit from the Oregon Department of State Lands.
 4. Grading activities related to a plat or land partition application.
 5. Grading activities for public improvements.
- Grading activities which are designated as engineered grading shall conform to the currently adopted Oregon Structural Specialty Code Appendix J, as may be amended.

C. Regular Grading. Grading activities which require a permit but do not fall into the requirements of "engineered grading" shall be designated as "regular grading" unless the permittee chooses to have the grading performed as engineered grading or the Building Official or their designee determines that special conditions or unusual hazards exist. In such cases, grading shall conform to the requirements of engineered grading.

D. Application Requirements. Each application for a grading permit shall be accompanied by a plan of sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner, and the name of the person who prepared the plan. The plan shall include the following information:

1. General vicinity of the proposed site.
2. Limiting dimensions and depth of cut and fill.

3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet of the proposed grading.

E. Issuance.

1. The application, plans, specifications, computations, and other data filed by an applicant for a grading permit shall be reviewed by the Building Official or their designee. Such plans may be reviewed by other City departments to verify compliance with any applicable laws of the City. The Building Official or their designee may require that grading operations and project designs be modified if delays occur which incur weather generated problems not considered at the time the permit was issued. The provisions of UBC Section 106.4 are applicable to grading permits.

2. The Building Official or their designee may require professional inspection and testing by the geotechnical engineer. When the Building Official or their designee has cause to believe that geologic hazards or geotechnical concerns may be involved, the grading will be required to conform to engineered grading. The Permittee shall be responsible for all fees associated with such professional services.

16.152.070 Grading Inspection.

A. General. Grading operations for which a permit is required shall be subject to inspection by the Building Official or their designee. Professional inspection of grading operations, including erosion control measures, shall be provided by the civil engineer, geotechnical engineer, and the engineering geologist retained to provide such services in accordance with this section for engineered grading and as required by the Building Official or their designee for regular grading. The Permittee shall be responsible for all fees associated with such professional services.

B. Civil Engineer. The civil engineer shall provide professional inspection within such engineer's area of technical specialty, which shall consist of observation and review as to the establishment of line, grade, and surface drainage of the development area. If revised plans are required during the work, they shall be prepared by the civil engineer.

C. Geotechnical Engineer. The geotechnical engineer shall provide professional inspection within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The geotechnical engineer or its representative shall provide sufficient observation during preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this chapter. Revised recommendations relating to conditions differing from the approved geotechnical engineering and engineering geology reports shall be submitted to the permittee, Building Official or their designee, and the civil engineer.

D. Engineering Geologist. The engineering geologist shall provide professional inspection within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved engineering geology report shall be submitted to the geotechnical engineer.

E. Permittee. The permittee shall be responsible for the work to be performed in accordance with the approved plans and specifications and in conformance with the provisions of this Code, and the permittee shall engage consultants, if required, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the consultants,

the contractor, and the Building Official or their designee. In the event of changed conditions, the permittee shall be responsible for informing the Building Official or their designee of such change and shall provide revised plans for approval.

F. Building Official. The Building Official or their designee shall inspect the project at the various stages of work requiring approval to determine that adequate control is being exercised by the professional consultants.

G. Notification of Noncompliance. If, while fulfilling their respective duties under this chapter, the civil engineer, the geotechnical engineer, or the engineering geologist finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the permittee and the Building Official or their designee.

H. Transfer of Responsibility. If the civil engineer, the geotechnical engineer, or the engineering geologist of record is changed during grading, the work shall be stopped until the replacement has agreed in writing to accept their responsibility within the area of technical competence for approval upon completion of the work. It shall be the duty of the permittee to notify the Building Official or their designee in writing of such change prior to the recommencement of such grading.

16.152.090 Bonds.

The Building Official or their designee may require bonds in such form and amounts as may be deemed necessary to assure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions. In lieu of a surety bond, the applicant may file a cash bond or instrument of credit with the Building Official or their designee in an amount equal to that which would be required in the surety bond.

16.152.110 Fills.

A. General. Unless otherwise recommended in the approved geotechnical engineering report, fill activities shall conform to the provisions of this section. In the absence of an approved geotechnical engineering report, these provisions may be waived for minor fills not intended to support structures.

B. Preparation of Ground. Fill slopes shall not be constructed on natural slopes steeper than one unit vertical in two units horizontal (50% slope). The ground surface shall be prepared to receive fill by removing vegetation, noncomplying fill, topsoil, and other unsuitable materials, scarifying to provide a bond with the new fill, and, where slopes are steeper than one unit vertical in five units horizontal (20% slope) and the height is greater than five feet, by benching into sound bedrock or other competent material as determined by the geotechnical engineer. The bench under the toe of a fill on a slope steeper than one unit vertical in five units horizontal (20% slope) shall be at least 10 feet wide. The area beyond the toe of the fill shall be sloped for sheet overflow or a paved drain shall be provided. When fill is to be placed over a cut, the bench under the toe of the fill shall be at least 10 feet wide but the cut shall be made before placing the fill and acceptance by the geotechnical engineer or engineering geologist or both as a suitable foundation for fill (see; Figure 1 - Slope Calculation Matrix).

<u>Slope Ratio</u>	<u>Decimal Equivalent</u>	<u>Percentage Grade</u>	<u>Angle (degrees)</u>
<u>1:1</u>	<u>1</u>	<u>100.00%</u>	<u>45.00°</u>
<u>1:2</u>	<u>0.5</u>	<u>50.00%</u>	<u>26.57°</u>
<u>1:3</u>	<u>0.3333</u>	<u>33.33%</u>	<u>18.43°</u>

<u>1:4</u>	<u>0.25</u>	<u>25.00%</u>	<u>14.04°</u>
<u>1:5</u>	<u>0.2</u>	<u>20.00%</u>	<u>11.31°</u>
<u>1:6</u>	<u>0.1667</u>	<u>16.67%</u>	<u>9.46°</u>
<u>1:7</u>	<u>0.1429</u>	<u>14.29%</u>	<u>8.13°</u>
<u>1:8</u>	<u>0.125</u>	<u>12.50%</u>	<u>7.13°</u>
<u>1:9</u>	<u>0.1111</u>	<u>11.11%</u>	<u>6.34°</u>
<u>1:10</u>	<u>0.1</u>	<u>10.00%</u>	<u>5.71°</u>

Figure 1 - Slope Calculation Matrix

C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as permitted by the Building Official or their designee, no rock or similar irreducible material with a maximum dimension of greater than 12 inches shall be buried or placed in fills. The Building Official or their designee may permit the placement of larger rock when the engineer properly devises a method of placement and continuously inspects its placement and approves the fill stability. The following conditions shall also apply:

1. Prior to issuance of a grading permit, potential rock disposal areas shall be delineated on the grading plan.
2. Rock sizes greater than 12 inches in maximum dimension shall be 10 feet or more below grade, measured vertically.
3. Rocks shall be placed to ensure filling of all voids with well-graded soil.

D. Compaction. All fills shall be compacted to a minimum of 90% of maximum density or as directed by the geotechnical engineer of record for the project.

E. Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than one unit vertical in two units horizontal (see; Figure 1 - Slope Calculation Matrix).

F. Fill Compaction Report. The engineer or its representative shall provide a copy of a fill compaction report to the Building Official or their designee.

16.152.120 Setbacks.

A. General. Cut and fill slopes shall be set back from site boundaries in accordance with this section. Setback dimensions shall be horizontal distances measured perpendicular to the site boundary.

B. Top of Cut Slope. The top of cut slopes shall not be made nearer to a site boundary line than one-fifth the vertical height of cut with a minimum of two feet and a maximum of 10 feet. The setback may need to be increased for any required interceptor drains.

C. Toe of Fill Slope. The toe of fill slope shall be made not nearer to the site boundary line than one half the height of the slope with a minimum of two feet and a maximum of 20 feet. Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the Building Official or their designee deems necessary to protect adjoining property from damage as a result of such grading. These precautions may include but are not limited to the following:

1. Additional setbacks.
2. Provisions for retaining walls.
3. Mechanical or chemical treatment of the fill slope surface to minimize erosion.
4. Provisions for the control of surface water.

D. Modification of Slope Location. The Building Official or their designee may require additional setbacks. The Building Official or their designee may also require investigation and recommendation by a qualified engineer or engineering geologist to demonstrate that the intent of this section has been satisfied. A report of such investigation shall be provided to the Building Official or their designee.

16.152.130 Drainage and Terracing.

A. General. Unless otherwise indicated on the approved grading plan, drainage facilities and terracing shall conform to the provisions of this section for cut or fill slopes steeper than one unit vertical in three units horizontal (33.3% slope; see; Figure 1 - Slope Calculation Matrix).

B. Terraces.

1. Terraces at least six feet in width shall be established at not more than 30-foot vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 60 feet and up to 120 feet in vertical height, at least one terrace at approximately mid-height, shall be 12 feet in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet in height shall be designed by a civil engineer and approved by the Building Official or their designee. Suitable access shall be provided to permit proper cleaning and maintenance.

2. Swales or ditches or terraces shall have a minimum gradient of five percent and must be paved with reinforced concrete not less than three inches in thickness or and approved equal paving. They shall have a minimum depth at the deepest point of one foot and a minimum paved width of five feet.

3. A single run of swale or ditch shall not collect runoff from a tributary drainage area exceeding 13,500 square feet (projected) without discharging into a down drain.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.

D. Disposal.

1. All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the Building Official or other appropriate designee as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of non-erosive down-drains, riprap, or other devices.

2. Building pads shall have a drainage gradient of two percent toward approved drainage facilities unless waived by the Building Official or their designee. The gradient from the building pad may be one percent if all of the following conditions exist throughout the permit area: (a) no proposed fills are greater than 10 feet in maximum depth; (b) no proposed finish cut or fill slope faces a vertical height in excess of 10 feet; and (c) no existing slope faces, which have a slope face steeper than one unit vertical in 10 units horizontal, have a vertical height in excess of 10 feet.

E. Interceptor Drains. Paved interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes toward the cut and has a drainage path greater than 40 feet measure horizontally. Interceptor drains shall be paved with a minimum of three inches of concrete or gunite and reinforced. They shall have a minimum depth of 12

inches and a minimum paved width of 30 inches measured horizontally across the drain. The slope of the drain shall be approved by the Building Official or their designee.

16.152.150 Completion of Work.

Upon completion of the rough grading work and at the completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is performed for regular grading, as applicable:

A. An as-built grading plan prepared by the civil engineer retained to provide such services in accordance with Section 16.152.070 showing original ground surface elevations, as-graded ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and of the outlets of subsurface drains. As-constructed locations, elevations, and details of subsurface drains shall be shown as reported by the engineer. Civil engineers shall state that to the best of their knowledge the work within the specified area of responsibility was done in accordance with the final approved grading plan.

B. A report prepared by a geotechnical engineer or its representative retained to provide such services in accordance with Section 16.152.070, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on recommendations made in the approved soils engineering investigation report. Geotechnical engineers shall submit a statement to the Building Official or their designee that, to the best of their knowledge, the work within their area of responsibilities is in accordance with the approved geotechnical engineering report and applicable provisions of this chapter.

16.152.060 Grading Permit Requirements

D. ~~Engineered Grading Requirements.~~ As required by 2010 ~~currently adopted Oregon Structural Specialty Code Appendix J~~, as may be amended.

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Section 2. This Ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

First Reading:

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this day of 2020.

APPROVED

Henry A. Balensifer, Mayor

Attest:

Dawne Shaw, CMC, City Recorder

Page 8 of 8