



City of Warrenton City Commission Agenda

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, December 10, 2024

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. Consent Calendar

- A. City Commission Meeting Minutes 11.26.2024
- B. Community Center Advisory Board Minutes 2024.10.16

4. Commissioner Reports

5. Public Comment

6. Public Hearings – None

7. Business Items

- A. Clatsop County EOA Presentation
- B. Consideration of Amplified Noise Variance – ODOT
- C. Consideration of City Grant Process Update
- D. Consideration of December 24, 2024 Meeting Cancellation
- E. Consideration of Seismic Assessment and Risk Mitigation Plan Contract Award
- F. Consideration of Raw Water Storage Alternatives and Dam Certification Contract Award
- G. Consideration of Chapter 16.88 and Adding Chapter 16.242 of the Warrenton Municipal Code to Clarify Regulation on Floodplain Development Permits; Ordinance No. 1276 – Adoption

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

8. Discussion Items

- A. Emergency Medical Services (EMS) Update

9. Good of the Order

10. Executive Session

11. Adjournment



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, November 26, 2024

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

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

Staff Members Present	
City Manager Esther Moberg	Police Chief Mathew Workman
City Recorder Dawne Shaw	Harbormaster Jessica McDonald
Planning Director Matthew Ellis (via Zoom)	

Mayor Balensifer noted for the record the City Manager is having mic issues.

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 11.12.2024
- B. Police Department Monthly Report – October 2024
- C. Marina Advisory Committee Meeting Minutes – 09.16.24
- D. Marina Advisory Committee Meeting Minutes – 10.21.24
- E. Harbormaster Report – September 2024
- F. Harbormaster Report – October 2024
- G. Monthly Finance Report – September 2024
- H. Community Library Board Meeting Minutes – 6.12.24

Commissioner Sollaccio asked for clarification on elk incidents in the police report; Mayor Balensifer asked about another police matter. Police Chief Mathew Workman provided clarification.

Commissioner Sollaccio asked about the September harbormaster report; Harbormaster Jessica McDonald clarified.

Motion:	Move to approve the consent calendar presented.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			

	Balensifer	X			
Passed:	5/0				

4. Commissioner Reports

Commissioner Sollaccio noted that Spruce Up Warrenton put Christmas lights up in downtown Warrenton and Hammond. She discussed the upcoming crab pot tree lighting.

City Manager Esther Moberg noted the lobbyist applied for an EPA grant for the new Wastewater Treatment Plant.

Mayor Balensifer noted he is on the board for Oregonians for Floodplain Protection and provided an update.

5. Public Comment

It was noted that an emailed public comment was received from Karin and Mike Hopper regarding item 7C and 7D.

6. Public Hearing - None

7. Business Items

A. Consideration of FEMA Pre-Implementation Compliance Measure (PICM):

Planning Director Matthew Ellis discussed options for the FEMA Pre-Implementation Compliance Measures (PICM). Consensus was to go with the model ordinance; Mayor Balensifer noted previous discussion on the option of number three. Mr. Ellis elaborated on the model ordinance, noting it does encapsulate the habitat assessment. He noted it is staff's recommendation to stay with the model ordinance. Brief discussion followed.

Motion:	Move to notify FEMA that the City of Warrenton selects the model ordinance as its primary Pre-Implementation Compliance Measure and will begin steps to implement the necessary code provisions on or before July 31, 2025.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Ms. Moberg noted they are able to change their decision as things develop.

B. Consideration of Amending Chapter 16.88 and Adding Chapter 16.242 of the Warrenton Municipal Code to Clarify Regulation on Floodplain Development Permits; Ordinance No. 1276:

Planning Director Matthew Ellis presented Ordinance No. 1276 for its second reading and adoption. Mayor Balensifer suggested conducting the second reading but to hold off on adoption until the next meeting.

Motion:	Move to conduct the second reading, by title only, of Ordinance No. 1276.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			

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

Mayor Balensifer conducted the second reading, by title only, of Ordinance No. 1276; an Ordinance Amending Chapter 16.88 and Adding Chapter 16.242 to the Warrenton Municipal Code to Clarify Regulations on Floodplain Development Permits.

C. Consideration of Resolution No. 2685; Third Avenue Street Legalization:

Mr. Ellis discussed a street legalization process for a portion of Third Avenue, noting this issue has been in place since the 1890's. Mr. Ellis noted the history of the issue. Mayor Balensifer asked what the minimum timeframe required for public notice for a hearing; Mr. Ellis responded.

Motion:	Move to adopt Resolution No. 2685; a Resolution Setting Public Hearing Date of January 14, 2025, to consider the legalization of a portion of Third Avenue in the City of Warrenton, Oregon.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

D. Consideration of Resolution No. 2684; Fourth and Fifth Avenue Street Vacation:

Mr. Ellis discussed a resolution setting a public hearing date for a street vacation, for Fourth and Fifth Avenues. Commissioner Sollaccio asked if this resolution moves forward will it resolve the property owners' challenges with their title and everything else; Mr. Ellis stated it will help them move forward. Brief discussion followed.

Motion:	Move to adopt Resolution No. 2684; a Resolution Setting Public Hearing Date of January 14, 2025, to consider the vacation of a portion of Fourth Avenue and Fifth Avenue in the City of Warrenton, Oregon.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

E. Consideration of reappointment of Debbie Little to the Community Center Board Position 4

Mayor Balensifer provided a document outlining current appointments. There was no discussion.

Motion:	Move to appoint Debbie Little to Community Center Position 4				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

8. Discussion Items – None

9. Good of the Order

Commissioner Mitchell stated he is glad to see Spruce Up getting the decorations up but is hoping we have better signs/decorations. He noted he will not be at the next commission meeting.

Commissioner Sollaccio noted the fire department’s food drive and asked if there are items in high need; Ms. Moberg responded.

Mayor Balensifer noted he had a great visit with the Harbormaster. He noted they toured E Dock and discussed plans for the marinas. He asked about a previous approval for the hoist; Ms. Moberg noted they fixed the hoist instead. Brief discussion followed.

Ms. Moberg noted the crab pot tree lighting and the blessing of the fleet. The short notice was questioned. Brief discussion continued on the events.

10. Executive Session

11. Adjournment

There being no further business, Mayor Balensifer adjourned the meeting at 6:33 pm.

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

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

WARRENTON COMMUNITY CENTER
Advisory Board Meeting
October 16, 2024
4:30 PM

Meeting Date: October 16, 2024

Call to Order: Chairman, Debbie Little, called the regular meeting to order at approximately 4;30 PM. We met in the Commissioners Chambers at City Hall.

Roll Call: Chairman, Debbie Little; Vice Chair, Penny Morris, Secretary, Carol Snell, and Jessica, Financial Director for the City of Warrenton.

Introduction of Guests: None

Public Comment: None

Debbie moved to approve the minutes of the regular meeting dated April 17, 2024, The motion was seconded by Penny, minutes were approved as written.

Financial Report: Jessica distributed the Annual Report dated June 30, 2024. The Center was rented for a total of 2,910 hours, Total hours this year increased 817.50 hours compared to the prior year. Total proceeds from the 2023 Breakfast with Santa was \$ 2,003.00 and the Easter Bunny Breakfast in 2024 netted \$ 3,230. 00.

DHS has rented the build for all of 2025 on Wednesdays, Thursday, and Fridays. A discussion was held regarding other individuals in the community wanting to rent the building in 2025. Jessica stated there was an issue with the dishwasher drain

including the dry wall in the area. Lorna is still upset with the conditions of the kitchen.

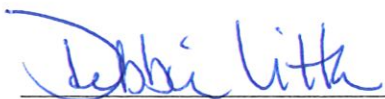
Old Business: Carol will call Lorna about helping with the breakfast, Carla Iverson will be helping. However, Avery and Logan Iverson are either back at college or working . The city staff developed a new flier for the Santa breakfast. The committee picked one, it was a hard decision as they were all excellent. It was not necessary for Debbie to write a letter to the city regarding cleanness of the kitchen as they had paid someone to come in and clean it. We are going to inventory the supplies for the Santa Breakfast at the November 20th meeting @ 4:30 PM

New Business: Breakfast with the Easter Bunny will be on Sunday April 6, 2025 at 8:00AM. We will set up for the breakfast on Saturday, April 5th 2025 at 11:30 AM.

Correspondence: None

Next Regular Meeting: ~~Will be the Santa Breakfast on December 8th. Please be there by 7:30 AM.~~ 11-20-24 @ 4:30 ID

It was moved and seconded to close the meeting at 5:10 PM



Debbie Little, Chairman



Carol Snell, Secretary



City Commission Agenda Memo

Meeting Date: December 10, 2024
From: Esther Moberg, City Manager
Subject: Noise Variance Request Sign work on New Youngs Bay Bridge

Summary:

There is a request for Noise Variance due to work on the New Youngs Bay Bridge, replacing signs. There will be intermittent sign replacement work January 6th to March 11th, 2025, between the hours of 6pm to 6am, Sunday night through Friday mornings. This work will include removing and installing new signs. The noise will be from small generators and drills.

Recommendation/Suggested Motion:

I move to approve the ODOT noise variance request for sign replacement work on the New Youngs Bay Bridge January 6 - March 11, 2025.

Alternative:

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

Fiscal Impact:

None

Attachments:

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

- None



City Commission Agenda Memo

Meeting Date: December 10, 2024
From: Esther Moberg, City Manager
Subject: Grants Process Requested Change

Summary:

City Manager is requesting that all future grants that are not budgeted for be the following process:

Staff may apply for all grants regardless of amount, even if not in the current year budget. If the grant is awarded, staff will bring the grant to the commission for approval prior to formal acceptance and before funds are received.

Matching grants may still require pre-application approval by the commission, if the match is more than \$50,000.

Previously it was required that all grants be pre-approved before application. This constricts application deadlines and wastes staff time should the grant not be awarded.

Recommendation/Suggested Motion:

I move to approve the new process for grants as outlined in this memo.

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

No fiscal impact until approval of awarded grant money

Attachments:

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

- None



City Commission Agenda Memo

Meeting Date: December 10, 2024
From: Esther Moberg, City Manager
Subject: Consideration of December 24, 2024 City Commission Meeting

Summary:

It is the recommendation of staff to not hold the second City Commission meeting of the month on December 24th, 2024. Given this is Christmas Eve and due to the holidays, no staff would be available for this meeting.

Recommendation/Suggested Motion:

I move to cancel the December 24th City Commission Meeting.

Alternative:

Other action as deemed appropriate by the City Commission
None recommended

Fiscal Impact:

N/A

Attachments:

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

- None

Approved by City Manager: _____



City Commission Agenda Memo

Meeting Date: December 10th, 2024
 From: Greg Shafer, Public Works Director
 Subject: City of Warrenton Seismic Assessment- Contract Award

Summary:

The Seismic Risk Assessment and Mitigation Plan is the final step required to certify Warrenton's 2018 Water Master Plan as mandated by the Oregon Health Authority. The selected consultant will evaluate seismic risks, develop a mitigation plan, verify regulatory compliance, assess funding opportunities, and provide an executive summary of findings. Through a competitive RFQ process, Haley & Aldrich, INC was selected as the most qualified to perform the assessment, develop a mitigation plan, verify compliance, assess funding opportunities, and provide an executive summary. Approval of this contract ensures the City's water systems are resilient, compliant, and prepared for future funding opportunities.

Recommendation/Suggested Motion:

"I move to award the Contract for Professional Consulting Services to Haley & Aldrich Inc. in the amount of \$149,795.00 with a 10% Contingency for the City of Warrenton Seismic Assessment and Risk Mitigation Plan."

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

This project was accounted for during the development of the Adopted Budget for Fiscal Year 2024-2025 and will be funded through the Water Professional Services General Ledger Account (025-430-380000).

Attachments:

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

- City of Warrenton Professional Services Contract. (Reviewed and Approved by Legal)
- Haley & Aldrich, Inc. Revised Cost Proposal and Scope of Work.
- Haley & Alrich, Inc. Standard Terms and Conditions. (Reviewed and Approved by Legal)

Approved by City Manager: _____

Esther Moberg

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

CONTRACT:

This Contract made and entered into this day of December, 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and HALEY & ALDRICH INC., hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project. See Exhibit A, Proposal Dated October 16th, 2024 for The City of Warrenton Water Seismic Assessment and Risk Mitigation Plan.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$149,795.00 for performance of Project Management, Seismic Risk Assessment, Mitigation Plan, Compliance Verification, Funding Source Assessment, and Executive Summary.

B. The CONSULTANT will submit a final invoice referencing City of Warrenton Water Seismic Assessment and Risk Mitigation Plan for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@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. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be **Laura Hanson**.

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, or the terms of this instrument and the CONSULTANT'S Standard Terms and Conditions contained in Exhibit B, this instrument shall control.

14. INDEMNIFICATION

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

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

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

15. INSURANCE

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

- A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.
- B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.
- C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000 and annual aggregate not less than \$2,000,000.
- D. Additional Insured. The Commercial General and Automobile liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and

further stating that such coverage is primary and not contributory.

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

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

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

license.

21. STANDARD OF CARE

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract. The CONSULTANT'S Standard Terms and Conditions contained in Exhibit B are hereby made a part of this Contract.

EXHIBITS:

Exhibit A: CONSULTANT'S Proposal

Exhibit B: CONSULTANT'S Standard Terms and Conditions

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: _____
Henry A. Balensifer, Mayor

By: _____
Printed Name: _____ Date

ATTEST: _____
Dawne Shaw, City Recorder

Title: _____



HALEY & ALDRICH, INC.
6420 S. Macadam Avenue
Suite 100
Portland, OR 97239-3517
503.620.7284

16 October 2024
File No. 0211745-000

City of Warrenton
PO Box 250
Warrenton, Oregon 97146

Attention: Twyla Vittetoe, Public Works Engineering Technician

Subject: Revised Cost Proposal for Water Seismic Assessment and Risk Mitigation Plan
Warrenton, Oregon

Dear Twyla Vittetoe:

Haley & Aldrich, Inc. (Haley & Aldrich), in partnership with SEFT Consulting Group (SEFT), herein referred to collectively as the Project Team, is pleased to submit this revised cost proposal for engineering services in connection with the Water Seismic Assessment and Risk Mitigation Plan for the City of Warrenton (City). The detailed scope of services described herein is based on the Project Team's understanding of the project as outlined in the City's Request for Qualifications dated 15 August 2024 and our experience with similar projects. It is aligned with our Statement of Qualifications provided to the City on 4 September 2024.

Project Understanding and Objectives

The City of Warrenton, located on the Oregon Coast, is highly vulnerable to the impending Cascadia Subduction Zone earthquake and subsequent tsunami, which could severely impact critical infrastructure, including the City's water system. The 2013 report, *Oregon Resilience Plan: Reducing Risk and Improving Recovery for the Next Cascadia Earthquake and Tsunami*, submitted to the 77th Legislative Assembly by the Oregon Seismic Safety Policy Advisory Commission, discusses water infrastructure and other gaps that exist between the state of Oregon's infrastructure and where it needs to be, and provides recommendations on how to improve the resilience of its local communities. One critical goal in the state's roadmap to earthquake preparedness is to identify critical infrastructure needed to supply water during an emergency and identify projects that need to be completed in the next 50 years to ensure water can be provided for essential services immediately following a strong earthquake. This project is to help the City achieve that goal. Public works departments are not only at the forefront of maintaining the infrastructure that communities rely upon, but during emergencies, are responsible for ensuring the continuity of essential services.

For the purposes of this document, the following terms are used throughout as defined below:

- **Water System Backbone:** a system of transmission and distribution piping and supporting structures (i.e., pump stations, storage tanks), that connect critical community facilities (i.e., hospitals, fire suppression supply, public water distribution points) to water supply.
- **Water System Backbone Structures:** components identified as a result of the workshop with the City located outside of the tsunami inundation zone that will be considered for further structural and geotechnical evaluations for seismic vulnerability as part of this scope of services.

The primary goal of this project is to complete a seismic assessment and a mitigation plan, which are requirements for the City to successfully certify their Water Master Plan with the State of Oregon's Health Authority. The project objectives include:

- Establishing the water system backbone by identifying critical facilities and customers and the community water needs they serve;
- Developing the water system level of service (LOS) performance goals following a seismic event and ensuing tsunami;
- Defining seismic and tsunami performance criteria for system components required to achieve these LOS goals;
- Conducting preliminary geospatial hazard evaluation for seismic and tsunami to evaluate the vulnerability of the water system backbone, and recommend specific water system backbone structures for geotechnical and structural assessments;
- Conducting preliminary geotechnical seismic vulnerability assessments of the water system backbone pipelines and three water system backbone structures to determine estimated performance following a major earthquake and identify gaps between the LOS goals and current performance estimates;
- Conducting preliminary structural vulnerability assessments to determine estimated performance of three water system backbone structures following a major earthquake and identify gaps between the LOS goals and current performance estimates; and
- Developing recommendations for additional assessments and conceptual mitigation options for closing these water system resilience gaps, including identification of potential funding sources to support further assessment and mitigation in the short and long term.

The following sections provide the scope of services proposed to meet the objectives.

Scope of Services

The Project Team proposes the following scope of services for each task outlined below.

TASK 1: PROJECT MANAGEMENT

- Establish all project management controls: consultant workplans, rolling action items, and tracking project decisions.
- Attend monthly project management check-ins with the City’s project manager and maintain weekly email contact on progress and issues between meetings.
- Provide summary action items for all project meetings.
- Invoice the City on a percent-complete basis as project milestones and tasks are met throughout implementation and signed off by the City project manager.

Deliverables

- Project workplan established and updated at least monthly.
- Project decisions and approvals log established and updated at least monthly.
- Project summary action items circulated to the City project manager and contractor team after each meeting.
- Project invoices monthly, billed on a progress basis.

Assumptions

- The City will designate a project manager to meet with our project manager once per month.
- The City project manager will be available for email correspondence between meetings, to facilitate project information sharing, decision points, and other project needs as they arise.
- The City will provide timely review of all deliverables and invoices, including approval of undisputed invoices within 10 days of receipt of said invoice.
- The City will require one technical briefing for City staff and officials (budgeted as “final presentation” in Task 6).

TASK 2: SEISMIC RISK ASSESSMENT

Task 2.1: Identify Critical Facilities and Develop Level of Service Goals

- Conduct a workshop with City staff to confirm the seismic hazard level for the M9.0 Cascadia Subduction Zone earthquake to be considered for the seismic resilience evaluation and to develop LOS goals following this seismic event (and its ensuing tsunami). The workshop will:
 - Use the *Oregon Resilience Plan* and the National Institute of Standards and Technology *Community Resilience Planning Guide for Buildings and Infrastructure Systems* as guiding documents for developing the LOS goals based on the social and economic needs within the City of Warrenton service areas;

- Review with the City other resilience planning documents related to emergency power and coastal hospitals (developed by Oregon Health Authority, Oregon Department of Geology and Mineral Industries (DOGAMI), and/or Oregon Department of Energy) to ensure that the water system LOS goals will be properly aligned with the regional resilience vision that has been developed by collaborative work between several state agencies and coastal stakeholders;
 - Identify the water system backbone, including water sources (four dams and one raw water reservoir), a water treatment plant, treated water reservoirs and booster stations, and the water transmission and distribution pipelines serving community critical facilities and customers; and
 - Identify (the City will do this) the location of key water supply points for emergency firefighting and public distribution of emergency drinking water to be included in the water system backbone.
- Establish seismic and tsunami performance criteria for water sources (four dams and one raw water reservoir), a treatment plant, treated water reservoirs and booster stations, and other critical infrastructure to support the desired LOS goals.
 - Present LOS goals, performance objectives, and water system backbone to the City, and refine them based on the City’s input.
 - Work with the City to identify geospatial datasets, including Geographic Information System (GIS) data for the water system, the water system backbone including community critical facilities and customers.
 - Prepare Technical Memorandum #1 summarizing preliminary findings for the established LOS goals, water system backbone, and water system backbone structures for further analysis in the Tasks below.

Deliverables

- Draft Technical Memorandum #1 in PDF format
- Final Technical Memorandum #1 in PDF format

Assumptions

- The Project Team will guide the City to define a water system backbone that connects water sources to community critical customers and facilities, identify post-earthquake level of services goals, and develop associated seismic performance criteria for water system backbone structures in a virtual workshop up to 3 hours in length.
- The Project Team will provide meeting minutes for the City’s review.

Task 2.2: Evaluate Seismic and Tsunami Risks

- Review relevant, readily available geologic, geologic hazards, soils, seismic hazards, and tsunami inundation maps that overlay with the water system backbone to evaluate mapped hazards and geologic conditions.
- Review existing geotechnical documentation (provided by the City) for the four dams and one raw water reservoir to identify potential seismic hazards and data gaps related to seismic hazard evaluation. Develop recommendations to fill data gaps to enable future geotechnical and seismic analyses on these facilities.
- Perform geospatial analysis of the water system backbone (with GIS data provided by the City) and regional geology, soil, and relevant geologic seismic hazards including tsunami, liquefaction, and landslides. This analysis will:
 - Identify critical areas of the backbone, such as where the pipelines cross bodies of water and those subject to liquefaction or other geologic hazards; and
 - Provide geotechnical hazard data to help inform the selection of water system backbone structures for structural evaluation (e.g., if a structure is in a high geotechnical hazard zone, it may not be beneficial to conduct a structural evaluation).
 - Select up to three water system backbone structures for the structural and geotechnical seismic risk assessment that are located outside of the tsunami inundation zone. Additional structures could be included at the City’s request, as an additional service.
- Review relevant geotechnical reports provided by the City and water well logs obtained from the Oregon Water Resources department for sites at or nearby the three water system backbone structures identified within this task, to identify subsurface soil conditions.
- Identify data gaps and locations where future assessments are needed.
- Perform preliminary seismic structural vulnerability evaluations of up to three water system structures selected by the City. These evaluations will be based on the processes outlined in (a) American Society of Civil Engineers (ASCE) TCLEE Monograph 22 *Seismic Screening Checklist for Water and Wastewater Facilities* and (b) ASCE 41-17 *Seismic Evaluation and Retrofit of Existing Buildings* (Tier 1 procedure). These structural evaluations will include:
 - Developing geotechnical parameters/data (short-period and 1-second response spectral accelerations, and potential permanent ground deformations, including landslide, liquefaction-induced differential settlement, and lateral spread, if any) required for the structural evaluation.
 - Reviewing original design drawings and calculations, retrofit drawings and calculations, and previous evaluations, as available;
 - Performing visual observation of readily accessible areas of the facilities to verify general conformance of the existing structures with the original design drawings; and
 - Completing structural and nonstructural seismic checklists to identify potential seismic deficiencies.

- Perform preliminary evaluations of tsunami vulnerability and performance for the water system backbone located in the tsunami inundation zone, leveraging post-event reconnaissance observations from the 2011 Tohoku Japan Earthquake and Tsunami. Summarize the likely tsunami performance of the critical facilities and potential consequence of failure.
- Perform pipe vulnerability calculations of the transmission and distribution lines that make up the water system backbone using methods outlined by the American Lifelines Alliance.
- Prepare Technical Memorandum #2, draft and final, in PDF format summarizing our geotechnical findings, including discussion of the following:
 - The seismic and tsunami geohazard vulnerabilities of the water system backbone, including anticipated pipeline performance;
 - The likely geotechnical response to seismic loading of the three water system backbone structures; and
 - The seismic hazards and data gap of the reservoirs and dams.
- Prepare Technical Memorandum #3, draft and final, in PDF format summarizing our structural findings about the likely seismic response of the three water system backbone structures, and mitigation recommendations established in Task 3 for the water system backbone structures.

Deliverables

- Draft Technical Memoranda #2 and #3 in PDF format
- Final Technical Memoranda #2 and #3 in PDF format

Assumptions

- We will complete structural and geotechnical evaluations on up to three water system backbone structures identified in Task 2.1. Evaluation of the water system backbone pipeline will be conducted geospatially and results presented in tabular format.
- Transportation infrastructure such as roads and bridges that may support water system pipelines are not included in the risk assessment.
- Geospatial data output is limited to figures, tables, and graphics included in the technical memorandum.
- City to provide GIS spatial vector data that contains features (points, lines, and polygons) with associated attribute tables identifying critical information (including pipe material, diameter, length, and age). Features will be assigned by the City to a known coordinate system. Attribute tables will be supplied with information needed to decipher codes and field names. Received features will be free from duplicates and supplied in a format readable by ESRI or AutoCAD software.
- Structural seismic vulnerability assessment will be completed on up to three water system backbone structures (that will be selected by the City) based on the ASCE 41-17 Seismic

Evaluation and Retrofit of Existing Building Tier 1 procedure and ASCE TCLEE Monograph 22 Seismic Screening Checklists for Water and Wastewater Facilities.

- The structural evaluation to be completed as part of this task will rely on original design drawings for information related to the details of original construction. If original design drawings are not available or are illegible, then we propose to rely on the Project Team’s experience and engineering judgement to determine expected seismic performance of the structures, without performing localized destructive testing to investigate and document the details of original construction.
- Detailed geotechnical analyses, such as slope stability, liquefaction, lateral spreading, or bearing capacity determinations, will not be conducted as part of this scope of services. Such analyses may be required in the future as part of more detailed evaluations of specific components or structures.
- The Project Team will review the DOGAMI tsunami inundation map associated with a M9.0 Cascadia Subduction Zone earthquake and have assumed that water system backbone within the tsunami inundation zone will be deemed damaged and likely need to be rebuilt after the event.
- Detailed tsunami assessment of water system backbone facilities using tsunami provisions aligned with ASCE 7-22 requirements for new structures is excluded from this scope of services.

TASK 3: MITIGATION PLAN

- Develop technical recommendations to improve the seismic/tsunami response of the water system backbone pipelines and four water system backbone structures, with the primary objective to minimize water loss from the system. The development of recommended mitigation measures will include:
 - Reviewing mitigation best practices implemented by three major West Coast water agencies to improve their water system facilities in seismic and tsunami hazard zones;
 - Assisting the City to review the City’s design standards for facilities, identifying potential gaps which must be addressed to align with the seismic performance criteria established to support the desired LOS goals, and making appropriate recommendations for enhancement of current design standards;
 - Developing appropriate structural and nonstructural retrofit concepts to close potential gaps between the established LOS goals and current estimated system performance;
 - Recommending short-term studies and analysis, where necessary, to further investigate specific issues that require deeper analysis or assess additional components of the water system backbone beyond the current scope of services; and
 - Recommending mitigation steps which will include short-term (within a 10-year planning horizon) and longer-term (up to 50-year planning horizon) planning and solutions.

Deliverables

- Section in the Technical Memoranda #2 and #3 discussed in Task 2.2 detailing mitigation recommendations
- Section in the Executive Summary(Task 6) summarizing high-level mitigation recommendations

Assumptions

- Development of construction cost estimates associated with mitigation and retrofit concepts are not included as part of this scope of services.
- Development and prioritization of a capital improvement plan are not included as part of this scope of services.
- Prioritization of mitigation and retrofit measures are excluded from this scope of services.

TASK 4: COMPLIANCE VERIFICATION

- Review all deliverables for the assessments and plans and ensure consistency with the following Oregon Administrative Rules (OAR):
 - OAR 333-061 (Public Drinking Water Systems, Oregon Health Authority)
 - OAR 660-011 (Public Facilities Planning, Department of Land Conservation and Development)
 - OAR 690-086 (Water Management and Conservation Plans, Water Resources Department)

Deliverables

- Compliance check on all technical memorandum and final deliverables. (All compliance-related recommendations will be clearly noted in deliverables.)

Assumptions

- Additional compliance checks beyond those noted above will need to be discussed prior to inclusion to determine added level of effort to scope of services.

TASK 5: FUNDING SOURCE ASSESSMENT

- Research available public and private funding, including state and federal grants as well as loans and debt financing options, to support implementation of recommended mitigation measures
 - Funding size, eligibility requirements, timelines, and level of effort estimates for each funding opportunity will be provided.
- Prepare Technical Memorandum #4, draft and final, in PDF format summarizing our funding research.

Deliverables

- Draft Technical Memorandum #4 in PDF format
- Final Technical Memorandum #4 in PDF format
- Presentation of funding options to City staff in a one-hour-long meeting

Assumptions

- Funding presentation to be delivered as a stand-alone virtual presentation not to exceed one hour.
- The City will organize the virtual presentation and invitations.

TASK 6: EXECUTIVE SUMMARY

- One document to summarize findings of Technical Memorandum #1 through #4 and mitigation recommendations, not to exceed 7 pages in length. The four technical memoranda will be included as attachments to the Summary Memorandum.
 - Technical Memorandum #1 - Summary of LOS Goals, Water System Backbone, and Performance Objectives
 - Technical Memorandum #2 - Summary of Geotechnical Findings and Recommendations
 - Technical Memorandum #3 - Summary of Structural Findings and Recommendations
 - Technical Memorandum #4 - Summary of Funding Findings and Recommendations

Deliverables

- A summary of topline findings and recommendations for inclusion in the Water Master Plan (WMP).
- A final technical presentation for the City of Warrenton, including staff and elected officials, to outline findings and recommendations and respond to questions.

Assumptions

- The City desires an executive summary for inclusion in the WMP; if instead the City prefers to just include the various technical memorandum developed within this SOW as appendices to the WMP this task can be revised down in scope.
- The City will organize invitations and set up the final presentation to occur virtually.

OPTIONAL TASK 6: EMERGENCY WATER SUPPLY PLANNING

If the City desires to move forward with the emergency water supply planning contingency task included in our Statement of Qualifications, Haley & Aldrich will request a phone call with the City project manager to discuss more details to ensure our approach matches City needs; then develop a scope of services and additional cost estimate for the discrete contingency task.

The contingency task would require an additional three to four months to complete following Notice to Proceed (NTP) for this task.

Assumptions

- Scope and fee associated with emergency water supply planning has been excluded from this cost estimate.

Project Fee and Schedule

We will complete our scope of services on a lump sum basis of **\$149,795**, as outlined in the attached table. Expenses listed reflect all anticipated printing, delivery, mileage, and parking costs. We will begin our services immediately after receiving your NTP. Task 1 will commence immediately and run throughout the duration of project implementation. Evaluations and mitigation planning (Tasks 2 and 3) are anticipated to occur over the first six months, with compliance verification (Task 4) and funding assessment (Task 5) in months six and seven. We plan to deliver our final presentation and executive summary in month eight.

Limitations

Our services will be performed in accordance with the standard of care of our profession. If project requirements change, requiring additional services, we will notify you and seek your approval for an addendum to the above cost. The attached "Standard Terms and Conditions, 2020" and any exhibits or attachments referenced herein are incorporated into our agreement with you, and, by your authorization to proceed, you are agreeing to these Terms and Conditions.

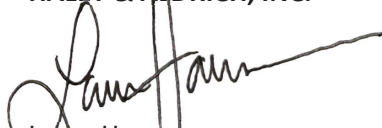
This proposal is valid for a period of 60 days from the date of this letter. If acceptance and authorization to proceed are not received within that period, we reserve the right to renegotiate the estimated costs and scope of services.

If the above arrangements are satisfactory to you, please indicate your acceptance by signing and returning one copy of this letter. When accepted by you, this proposal together with the attached Terms and Conditions will constitute our Agreement.


Conclusion

We appreciate the opportunity to submit this cost proposal and look forward to our association with you on this project. Please contact the undersigned if you wish to discuss this proposal or any aspect of the project.

Sincerely yours,
HALEY & ALDRICH, INC.



Laura Hanson
Senior Project Manager



Daniel J. Trisler, P.E., G.E.
Principal Geotechnical Engineer

This proposal, and the attached "Standard Terms and Conditions, 2020" are understood and accepted:

CITY OF WARRENTON

By _____
(authorized signature)

By _____
(print or type name)

Title _____

Date _____

Attachments:

- Summary Budget Table
- Standard Terms and Conditions, 2020

https://haleyaldrich-my.sharepoint.com/personal/sbonnington_haleyaldrich_com/Documents/Desktop/Warrenton/2024_1016_HAI_City of Warrenton Cost Proposal_F2.docx

SUMMARY BUDGET TABLE
Warrenton, Oregon

	Total	Labor	Expense	Consultants
	149,795.00	85,023.00	1,000.00	63,771.00
1. Project Management	18,301.55	11,066.55	-	7,235.00
1.1 Project Management	18,301.55	11,066.55	-	7,235.00
2. Seismic Risk Assessment	74,571.93	36,448.93	500.00	37,623.00
2.1 Identify Critical Facilities and LOS Goals	18,696.68	3,733.68	-	14,963.00
2.2 Evaluate Seismic and Tsunami Risks	-	-	-	-
Step 1. Establish performance criteria	3,286.17	3,286.17	-	-
Step 2: Geotech seismic evaluations	24,500.36	24,500.36	-	-
Step 3. Structural seismic evaluations	19,942.64	1,147.64	500.00	18,295.00
Step 4. Tsunami evaluations	8,146.08	3,781.08	-	4,365.00
3. Mitigation Plan	24,017.82	14,712.82	-	9,305.00
3.1 Mitigation Plan	24,017.82	14,712.82	-	9,305.00
4. Compliance Verification	5,047.09	5,047.09	-	-
4.1 Compliance check all deliverables	5,047.09	5,047.09	-	-
5. Funding Source Assessment	7,028.32	7,028.32	-	-
5.1 Funding Memorandum	7,028.32	7,028.32	-	-
6. Executive Summary	20,828.30	10,720.30	500.00	9,608.00
6.1 Executive Summary	6,568.90	3,768.90	-	2,800.00
6.2 Final Presentation to City	14,259.40	6,951.40	500.00	6,808.00

HALEY & ALDRICH, INC.

[https://haleyaldrich-my.sharepoint.com/personal/sbonnington_haleyaldrich_com/Documents/Desktop/Warrenton/Revised Summary Budget 10.16.24.xlsx](https://haleyaldrich-my.sharepoint.com/personal/sbonnington_haleyaldrich_com/Documents/Desktop/Warrenton/Revised%20Summary%20Budget%2010.16.24.xlsx)

OCTOBER 2024

1. **INTRODUCTION.** These Standard Terms and Conditions, together with the accompanying proposal and any attachments thereto ("Proposal"), along with the terms and conditions set forth in the attached Contract for Professional Consulting Services dated _____, constitute the Agreement between Haley & Aldrich, Inc., including its affiliates and subsidiaries ("Haley & Aldrich"), and the entity or person to whom the proposal is addressed ("Client") for the project at the project site ("Site") as may be referenced in the Proposal. Both parties agree that no third-party beneficiaries are intended by this Agreement, which is defined to include these Terms and Conditions and Haley & Aldrich's Proposal.
2. **HEADINGS.** The headings used in these terms and conditions are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions set forth herein.
3. **PERFORMANCE OF SERVICES.** Client agrees that Haley & Aldrich has been engaged to provide professional services only, and that Haley & Aldrich does not owe a fiduciary responsibility to Client. Haley & Aldrich's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). No warranty, expressed or implied, is included or intended by this Agreement.
4. **OWNERSHIP OF DOCUMENTS AND AUTHORIZED USE.** All work product of Haley & Aldrich prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, designs, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by Client to Haley & Aldrich herein remain the property of Client under all circumstances, whether or not the services are complete. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in Client. Haley & Aldrich shall execute any assignment or other documents necessary to affect this section. Haley & Aldrich may retain a nonexclusive right to use any intellectual property that is subject to this section. Haley & Aldrich shall transfer to Client any data or other tangible property generated by Haley & Aldrich under this Agreement and necessary for the beneficial use of intellectual property covered by this section.
5. **CONFIDENTIALITY.** Haley & Aldrich will hold confidential all business and technical information obtained or generated in performing of services under this Agreement. Haley & Aldrich will not disclose such information without Client's consent except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order, statute, law, or governmental directive; and/or (4) protection of Haley & Aldrich against claims or liabilities arising from the performance of services under this Agreement. Haley & Aldrich's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.
6. **SUSPENSION OF WORK AND TERMINATION.** Client may, at any time, suspend further work by Haley & Aldrich or terminate this Agreement. Suspension or termination shall be by written notice effective three (3) business days after receipt by Haley & Aldrich. Client agrees to compensate Haley & Aldrich for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants, and vendors. Client acknowledges that its failure to pay all invoices on time and in full, including accrued interest, may result in a suspension of services by Haley & Aldrich. In the event of a suspension of services due to Client's failure to pay all invoices on time and in full, Haley & Aldrich shall have no liability to Client for delay or damage to Client or others because of such suspension of services.
7. **DIFFERING SITE CONDITIONS.** If, during the course of performance of this Agreement, conditions or circumstances are discovered, which were not contemplated or anticipated by Haley & Aldrich, or otherwise provided to Haley & Aldrich by the Client, at the commencement of this Agreement or which differ materially from those indicated in Haley & Aldrich's Proposal, Haley & Aldrich may notify Client in writing of the newly discovered conditions or circumstances, and Client and Haley & Aldrich shall renegotiate, in good faith, the scope of work and terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Haley & Aldrich may terminate this Agreement. In addition, subject to prior written notice, either party may terminate the portion of the Agreement affected by the newly discovered condition or circumstances.
8. **ENGINEERING/CONSULTING SERVICES DURING CONSTRUCTION.** Haley & Aldrich shall not, during construction Site visits, shop drawing review, or as a result of observations of construction work, supervise, direct, or have control over any contractors' means, methods, work sequences or procedures of construction selected by contractors. Haley & Aldrich shall not be liable for any of contractors' work, safety precautions or programs incident to contractors' work. Haley & Aldrich shall not have any liability whatsoever for any failure of contractors to comply with any laws, rules, regulations, ordinances,

codes or orders. Haley & Aldrich neither guarantees nor warrants the performance of any contractor's work and does not assume responsibility for any contractors' failure to furnish any labor, materials, equipment or related work in accordance with any agreement or contract documents.

9. **ADDITIONAL SERVICES.** Haley & Aldrich's compensation hereunder shall be subject to adjustment to recognize any increase in costs due to additional services requested or authorized by Client. Such additional services shall include, but not be limited to, additions in the manner or method of Haley & Aldrich's performance of Services or due to changes in schedule or circumstances not solely caused by or under the control of Haley & Aldrich. These additional services shall be verified in writing by the parties and performed on the basis of mutually agreed rates, or other such basis agreed to by the parties.
10. **WAIVER OF CONSEQUENTIAL DAMAGES.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees, or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, punitive, exemplary or consequential damages arising out of or related to the services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.
11. **WAIVER OF PERSONAL LIABILITY.** No officer, director, or employee of Haley & Aldrich shall bear any personal liability to Client for any injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the performance of services hereunder.
12. **DISPUTE RESOLUTION.** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. Except for payment matters, if a dispute is not resolved by these negotiations, the matter will be submitted to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Except for payment matters or to preserve mechanics' lien rights, neither party will commence a civil action until after the completion of an initial mediation session.
13. **TAXES.** Unless otherwise provided for in the scope of services, Haley & Aldrich's fee is exclusive of sales, use, or similar tax imposed by taxing jurisdictions on the amount of fees or services. Should such taxes be imposed, Haley & Aldrich will collect and remit any applicable sales taxes. Client's documentation of exemption from sales or use taxes, if any, must be provided to Haley & Aldrich prior to services being performed.
14. **SEVERABILITY.** If any of these Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
15. **SURVIVAL.** Reserved.
16. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the express written consent of the other.

END OF TERMS AND CONDITIONS



City Commission Agenda Memo

Meeting Date: December 10th, 2024
 From: Greg Shafer, Public Works Director
 Subject: Evaluation of Raw Water Storage Alternatives and Dam Certification – Contract Award

Summary:

In August 2024, the City of Warrenton issued a Request for Statements of Qualifications (SOQ) seeking qualified firms to address the City's critical water storage needs. The initial scope of work includes project management, data collection, needs assessment, and alternatives analysis to evaluate options for expanding the City's raw water storage capacity from 16 million gallons to at least 30 million gallons.

Future tasks, including dam certification and a 30% preliminary design of the selected alternative, will be defined after completing the feasibility study and selecting an alternative. These tasks will require a separate scope and fee that will potentially be negotiated through a contract amendment.

After reviewing submitted qualifications, the City received one proposal aligning with the project's goals and requirements. Following a thorough evaluation process, the City selected Consor North America, Inc. as the consultant to provide the requested services for this initial phase.

Public Works recommends awarding the contract to Consor North America, Inc.

Recommendation/Suggested Motion:

"I move to award the contract for the City of Warrenton Raw Water Storage Alternatives and Dam Certification Project to Consor North America, Inc. in a not to exceed amount of \$154,817.00 with a 10% contingency"

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

The project cost of \$154,817 is within the \$180,000 allocated for engineering for the Water Reservoir at the Water Treatment Plant project in the 2024-2025 fiscal year under the Capital Improvement Program.

Attachments:

- Contract for Professional Consulting Services
- Exhibit A. Consor North America Inc. Scope of Work

Approved by City Manager: Esther Molberg

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

CONTRACT:

This Contract made and entered into this day of December, 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and CONSOR NORTH AMERICA, INC., hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project. See Attachment Exhibit A. Scope of Work dated December 2024 for The Evaluation of Raw Water Storage Alternatives and Dam Certification.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$154,817 for performance of Project Management, Data Collection, Needs Assessment, and Alternatives Analysis;

B. The CONSULTANT will submit a final invoice referencing Evaluation of Raw Water Storage Alternatives and Dam Certification for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@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. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

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

6. CONSULTANT IS INDEPENDENT CONSULTANT

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

7. TERMINATION OF CONTRACT

- A. CITY may terminate all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise terminate 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.
- B. In addition to any other rights provided herein, CITY may terminate all or part of this Contract at any time and for its own convenience by written notice to CONSULTANT.

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so 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 CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

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

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

15. INSURANCE

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

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

other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

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

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: _____
Henry A. Balensifer, Mayor

By: _____
Printed Name: _____ Date

ATTEST: _____
Dawne Shaw, City Recorder

Title: _____

EXHIBIT A

SCOPE OF WORK EVALUATION OF RAW WATER STORAGE ALTERNATIVES AND DAM CERTIFICATION CITY OF WARRENTON

Introduction

In August 2024, the City of Warrenton (City) issued a Request for Statements of Qualifications (SOQ) from firms/ individuals to (1) evaluate raw water storage alternatives, (2) perform 30% preliminary design of the selected alternative, and (3) work with the Oregon State Dam Safety Program to certify the City's existing raw water reservoir and incorporate dam safety requirements into the raw water storage alternatives evaluation. The City selected Consor (Consultant) to provide the requested services.

Project Understanding and Assumptions

The City has a surface water supply that originates in the Lewis & Clark River and Camp C Creek Watersheds. This water is collected through several stream intakes and conveyed to a water treatment facility through raw water piping. The water is then treated and conveyed to the City's distribution system. The City has a 16 million gallon (MG) raw water reservoir located along the raw water pipeline, which is utilized to improve water quality during high turbidity events, as well as augment supply during high demands and/or lower stream flows. The reservoir is a ring-dike structure constructed in the 1980s. The high-side of the reservoir appears to have been cut into native ground and the low-side is retained by constructed earthen embankments. The reservoir is equipped with a high-density polyethylene (HDPE) liner and has no defined overflow spillway.

Based on our understanding of the facility design, the reservoir meets the storage criteria to be licensed by the Oregon Water Resources Department (OWRD) but is not currently in their database of dams. We understand the City has been in communication with the OWRD Dam Safety office regarding this issue and advised of the City's efforts to procure a State-licensed professional engineer to assist with the dam certification process. As part of our scoping efforts, we have contacted the OWRD Dam Safety office and clarified the following:

- A hydraulic analysis is required to determine the dam hazard rating. This is the initial step regardless how the City may proceed (no change to the existing reservoir, modifying the existing reservoir or building a new reservoir).
- A Water Right for raw water storage may be required. This is permitted through the Water Rights office and not the Dam Safety office.
- If the City elects to modify the existing reservoir, no documentation needs to be submitted for the current facility, but rather submit the required dam certification documents during the design process for expanding the reservoir.

The City requests the Consultant:

- Collaborate with the ORWD for the City's existing raw water reservoir to receive proper dam certification, and
- Consider future modifications of the reservoir as part of the OWRD collaboration and raw water storage alternatives evaluation [see next paragraph].

The City has identified the need for additional water in response to regional growth, climate change and community demands and wishes to evaluate alternatives to address this issue. Although the initial focus was on raw water storage, the City would like to consider additional options, including but not limited to new water source development, existing water right modifications, and demand-side conservation measures. The City requests the Consultant:

- Evaluate the considered alternatives on basis of technical, environmental and economic merits,
- Perform comparison analysis, and
- Assemble conclusions and recommendations in a Feasibility Study.

The City and Consultant will discuss the Study findings and recommendations, and the Consultant will incorporate City review comments into a final document. The Scope of Services presented here concludes at this milestone. The Consultant will prepare and submit a separate Scope of Services to perform 30% Preliminary Design of the City's selected alternative.

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management

Objective

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

Activities

1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

1.2 Coordination with the City

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

1.3 Management and Coordination of Staff

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

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

1.4 Coordination of Subconsultants

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

1.5 Project Meetings

Schedule and attend the following project meetings:

- Project 'kick-off.'
- Monthly 'check-in.'

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

1.6 Quality Assurance and Quality Control

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

Task Deliverables

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

Assumptions

- Task 1 assumes project management activities over a six (6) month period. It is assumed the Consultant will complete six monthly invoices with associated project status reporting.

- Schedule and conduct Project Kick-off meeting. This meeting will be held in-person at the City office.
- Schedule and conduct monthly check-in meetings. These meetings will be held via online platform (Microsoft Teams).

Task 2 – Data Collection

Objective

Identify, gather, and review project background information necessary to complete the Work. Perform land surveying to support the dam certification process of the City’s existing raw water reservoir.

Activities

2.1 Review City-Provided Information

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

- **Water System Consumption Records.** Data shall be provided in spreadsheet (Microsoft Excel) format and summarized as follows:
 - Monthly consumption volume (gallons) totaled by account classification.
 - Account classifications are as follows:
 - Commercial
 - Gearhart
 - Government
 - Industrial
 - Multi-Family Residential
 - School
 - Single-Family Residential
 - Records shall be provided for the years 2017 to 2024.
- **Water Treatment Plant Production Records.** Data shall be provided in Excel spreadsheet format and totaled by monthly production volume (gallons) for the years 2017 to 2024.
- **Water Purchase Agreement(s) with City of Gearhart.** Documents shall be in PDF format.
- **Water Rights certificates and permits.** Documents shall be in PDF format.
- **Raw Water Reservoir as built/record drawings.** Documents shall be in PDF format.
- **City GIS mapping.** Data shall include georeferenced files of all database elements for the general vicinity of the raw water reservoir.

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

2.2 Land Surveying and Mapping

This activity includes performing land surveying and mapping of the City's existing raw water reservoir. The proposed mapping area encompasses the City-owned property identified as Clatsop County Tax Parcel 610000001601, consisting of approximately 11.2 acres, located at 86647 Lewis & Clark Road, Astoria, Oregon 97103. Surveying and mapping services will be performed by Consultant's project team partner, S&F Land Services (S&F).

Detailed topographic survey work will include:

- Field survey of existing above ground features (i.e., edges of roadway, grade breaks, buildings, improvements, treeline [individual trees greater than 6-in dbh and not part of treeline will be located, labeled with size and species], shrubs, utilities, signs, survey monuments, etc.)
- Elevations with one-foot contour intervals.
- Below-ground utilities located from One Call locate paint marks, including at grade castings.

A property boundary survey will also be performed and included with the topographic survey.

Task Deliverables

- Base mapping will be prepared in AutoCAD® 2024 drawing format and provided to the City as an electronic Portable Document Format (PDF) file.

Assumptions

- City will provide to the Consultant the data identified in **Activity 2.1** within thirty (30) calendar days of initial request.
- Land Surveying & Mapping shall be based on Oregon State Place horizontal datum and NAVD 88 vertical datum. The property boundary will be calculated based on observed field conditions and legal descriptions. No property corners will be set and no legal plat will be prepared or recorded.
- Consultant will contact One Call and provide utility location services as part of any survey work.
- City will contract or complete utility potholes to confirm depth and location of existing utilities to support final design.
- City will provide Consultant authorized access to water facilities.

Task 3 – Needs Assessment

Objective

Assess the City's future water needs with consideration of raw water storage capacity constraints, water rights requirements, and climate change impacts.

Activities

3.1 Water System Demands

The City's Water Master Plan (WMP), published in 2018, presented historical population and water use information and then calculated future water demand for a 20-year planning period, 2017-2037. Based on the City's recent development activity and economic outlook, we understand the City's water consumption appears to be outpacing the water demand trajectory in the WMP. While much of the City's service area is classified as wetland and challenging to develop, the City's size has potential for significant additional growth (residential, commercial and industrial) beyond the year 2037.

This activity involves developing a projected build-out or near build-out maximum day demand (MDD) requirement that will inform the City regarding the long-term water supply needs. The MDD will serve as the basis for evaluating raw water storage alternatives as well as other sources. The following criteria will be utilized in developing the MDD:

- Water system demand calculation methodologies outlined in the City's WMP will be utilized.
- Water consumption data from the WMP will be augmented with the City's monthly water account records from 2017-2024 (see **Activity 2.1**).
- Water production data from the WMP will be supplemented with the City's monthly water production records from 2017-2024 (see **Activity 2.1**).
- The City will identify an ultimate water service area, including developable land area and land use type. The Consultant will utilize this information and per capita or per area usage rates developed above and recent peaking factors to forecast a build-out MDD.
- City will identify any potential expansion of their UGB and areas outside the UGB that might be served in the future.
- The City will provide guidance on water demand forecast assumptions for the service connection to the City of Gearhart.

The Consultant will assemble water usage rates for per capita (residential) and per acre (commercial and industrial) based on the preceding information, yielding MDD requirement for evaluating storage and supply options.

3.2 Raw Water Storage Capacity Constraints

This activity involves evaluating the raw water reservoir data assembled in **Task 2** with respect to potential capacity expansion constraints:

- **Reservoir geometry.** We will confirm the reservoir dimensions, control elevations and storage volume, as well as spatial position on the City-owned property. This information is critical for identifying physical limitations for possible expansion of the existing facility.
- **Operational hydraulics.** We will verify the raw water reservoir hydraulics with respect to the City's water supply surface elevations, raw water pipeline profile, and water treatment plant elevations. This information is critical for identifying constraints for gravity- and non-gravity driven hydraulic gradients.

The Consultant will summarize the capacity constraints for evaluating raw water storage alternatives.

3.3 Water Rights Requirements

This activity involves review of the City's current Water Rights and evaluation of statutory requirements for modifying existing and/or securing new Water Rights to address the City's water system demands. Water Rights review and evaluation tasks will be performed by the Consultant's project team partner, GSI Water Solutions, Inc. (GSI). GSI will summarize the water rights requirements for evaluating water storage alternatives.

3.3A Water Storage Right

GSI will conduct a desk-top water rights due diligence review to evaluate the opportunity to obtain a permit from OWRD that would authorize the City's storage of water to be used to augment supply in an expanded or new reservoir. GSI understands that the City does not hold a water right for its existing reservoir, but that OWRD could consider the reservoir to operate as a raw water treatment and retention facility or "bulge" in its water treatment and distribution system for mitigating water quality (typically turbidity events) issues. We understand, however, that if a new or expanded reservoir was used to augment supply during summer months it would likely require a water right. Activities will include:

- Communications regarding the estimated volume of water to be stored based on the City's projected demands and other available water supplies.
- Develop a summary of when OWRD does and does not require a water right for the storage of water.
- Assess OWRD criteria for issuing a new storage permit – basin program rules, surface water availability, surface water concerns and limitations, fish screening and passage, and interagency additional public interest review.
- Communication with OWRD regarding its interpretations of limitations on new water rights from the Lewis and Clark River for municipal use.

3.3B Water Right for Surface Water

GSI will conduct a desk-top water rights due diligence review to evaluate the opportunity to obtain a surface water right outside the Lewis and Clark system that would authorize the City's use of surface water for municipal use. Activities will include:

- Communications regarding a potential point of diversion location and the amount of water needed to meet the City's demands.
- Assess OWRD criteria for issuing a new surface water permit – basin program rules, surface water availability, surface water concerns and limitations, fish screening and passage, and interagency additional public interest review.

3.3C Water Right for Groundwater and Assessing Suitability for Aquifer Storage and Recovery

GSI will conduct a desk-top water rights due diligence review to evaluate the opportunity to obtain a groundwater right that would authorize the City's use of groundwater for municipal use. GSI will also conduct a reconnaissance-level evaluation of suitability for an aquifer storage and recovery (ASR) project. Activities will include:

- Communicate with the City and Consultant regarding suitable well locations.
- Assess OWRD criteria for issuing a new groundwater permit – basin program, groundwater availability and expected sustainability including stability of water levels and the potential for substantial interference with surface water, and interagency additional public interest review.
- Review existing information regarding local geology to assess whether there is an aquifer suitable for ASR.
- Assess viability of the groundwater source being located outside of the City’s service area.

3.3D Using Water Under Other Existing Water Rights

The overall purpose of this task is to identify any existing water rights that could be changed through a water rights transfer to authorize the City’s use of water. The evaluation will consider water rights from surface water sources to which the City could reasonably obtain access, as specified by the City and Consultant. If groundwater is determined to be a viable potential source of supply for the City as part of **Activity 3.3C**, GSI will consider existing groundwater rights if the results of **Activity 3.3C** indicate that it is unlikely the City could obtain a new groundwater right. Activities will include:

- Work with the City and Consultant to determine appropriate criteria for review of existing water rights, including minimum authorized rate, volume, season of use, distance, types of water rights, etc.
- Review OWRD’s on-line water rights information, existing reports summarizing north coast surface water rights, and other readily available public information sources to identify existing water rights that meet the identified criteria.

3.3E Streamflow Measurement Evaluation (Optional)

The City holds Permit S-5070, which authorizes the use of up to 20.0 cubic feet per second (cfs) from the Lewis and Clark River for municipal use. The development deadline for this permit was October 1, 2000. In 2003, GSI assisted the City with submitting an application for an extension of time requesting additional time to complete development of the permit. As required by the municipal permit extension process, the application identified the portion of the permit that had been developed (used) to date, which was 3.2 cfs. The Oregon Department of Fish and Wildlife (ODFW) must recommend conditions for the undeveloped 16.8 cfs portion of the permit to maintain the persistence of listed fish species in the Lewis and Clark River. ODFW’s “fish persistence” conditions, typically in the form of by-pass flow requirements, could limit the City’s access to water under the undeveloped portion of Permit S-5070. Additionally, streamflow in the Lewis and Clark River at the City’s intake may not exceed 3.2 cfs during some periods of low flow and high demand. Accordingly, additional streamflow monitoring may help the City to understand the potential impacts of the ODFW conditions and the likely availability of water in the Lewis and Clark River under Permit S-5070 for future use.

Under this task, GSI will review existing data, conduct reconnaissance of potential locations to develop a streamflow gaging station on the Lewis and Clark River, and develop a technical memorandum. The memorandum will describe the purpose and need for streamflow monitoring, summarize existing streamflow data, and recommend a streamflow monitoring strategy to inform the City’s understanding of the water supply likely available under the City’s Permit S-5070. Activities will include:

- Review draft “fish persistence” conditions that ODFW previously provided to the City for Permit S-5070.
- Review streamflow data and analysis from previous measurements GSI made on the Lewis and Clark River.
- Communications with City staff as needed to plan a site visit.
- Site visit to the Lewis and Clark River to evaluate potential streamflow measurement locations.
- Provided that a suitable location can be found, develop a memorandum summarizing the approach for additional streamflow monitoring and development of a rating curve relating stage (water level) to discharge (streamflow) at the selected location, methods and schedule for streamflow monitoring, and budget level cost estimate.

3.4 Climate Change Impacts

Long-term adaptation planning for climate change is an important consideration for dam and levee infrastructure as their life cycles are typically on the order of 50-100 years. The Consultant will prepare scientifically defensible decision support guidance for the consideration of future hydro-meteorological conditions of the City’s raw water reservoir basin. Activities will include:

- **Climatic Trend Analysis.** We will utilize available historic hydro-meteorological data from the surrounding region to create a climatic trend analysis to provide perspective to projected changes in the climate for the raw water reservoir site. In most investigations of this nature, the observational trends from the last 30 years provide a very strong signal as to what is to come in a given region. Once these trends are developed, they are extrapolated to future time scales to provide an additional level of confidence in the climate projections developed in the Projected Climatic Trend Analysis.
- **Projected Climatic Trend Analysis.** Through our access to the Coupled Model Intercomparison Project 6 (CMIP6), we will build an ensemble of 5-6 Global Climate Models (GCM) that will provide an understanding of future (i.e. 2035, 2050, 2070, 2100) changes in air temperatures, precipitation, and even evaporation for the basins above the City raw water reservoir that provide inflow to the reservoir either through natural flows or flows that are piped from adjacent basins. These daily mean, maximum, and minimum temperature data, and daily precipitation data will provide guidance not only for redesign of the reservoir/dam structure, but also guidance for anticipated future water demands in the region when coupled with anticipated commercial and residential growth and future water use statistics.
- **Hydrologic and Hydraulic Model Input.** Once the ensemble of daily temperature and precipitation data is created, we will use these data to better understand inflow/outflow characteristics for the raw water reservoir at future time scales. Future hydro-meteorological data will be created in a model-ready format for use in determining the future range of risk and uncertainty for the newly designed facility. These data will include periods of extended drought, as well as extreme storms (atmospheric rivers) that may be a consequence of climate change’s impact on the basins that provide water to the reservoir.

The Consultant will summarize the findings of climate change impacts for evaluating raw water storage alternatives.

Task Deliverables

- Needs Assessment findings summary (except for **Activity 3.3E**) will be submitted as PDF file via email attachment.
- If **Activity 3.3E** is authorized, a separate Technical Memorandum (PDF file) will be prepared as described in **Activity 3.3E**.

Assumptions

- **Activity 3.1 Water System Demands.** The City will identify an ultimate water service area, including developable land area and type. The City will provide guidance on water demand forecast assumptions for the service connection to the City of Gearhart.

Task 4 – Alternatives Analysis

Objective

Evaluate raw water storage alternatives and optional solutions to address the City's need for additional water. Perform a comparison analysis based on technical, environmental and economic merits.

Activities

4.1 Alternatives Discussion Workshop

This activity involves a workshop with the City and the Consultant to review the Needs Assessment findings and discuss the raw water storage and other alternatives, evaluation criteria, and comparison analysis methods which will culminate with the Feasibility Study. **Activities 4.2 to 4.6** provide additional discussion of the anticipated alternatives.

4.2 Dam Storage Alternatives

This activity involves analysis of raw water storage by means of an earthen dam. This includes (a) modification of the existing raw water reservoir and (b) construction of a new raw water reservoir. Utilizing the information assembled from the Needs Assessment, the dam storage alternatives will be evaluated on technical, environmental, and economic merits. Considerations for these alternatives include, but are not limited to:

- Requirements for receiving proper dam certification through the OWRD.
- Water Right requirements.
- Capital investment and operational and maintenance (O&M) costs.
- Potential environmental impacts and permit requirements.
- Availability of land.

Additional considerations will be discussed and outlined in the Alternatives Discussion Workshop.

4.3 Other Storage Alternatives

This activity involves the analysis of raw water storage by means other than a dam. Potential options may include concrete or steel tanks (buried or above-grade), or large constructed water body not classified as a

dam (i.e., lake). Utilizing the information assembled from the Needs Assessment, the non-dam storage alternatives will be evaluated on technical, environmental, and economic merits. Considerations for these alternatives may include:

- Water Right requirements.
- Capital investment and O&M costs.
- Potential environmental impacts and permit requirements.
- Availability of land.

Additional considerations will be discussed and outlined in the Alternatives Discussion Workshop.

4.4 Water Source Development

This activity involves evaluating the development of a new water source as an optional solution to raw water storage. Potential water sources could be groundwater, surface water or a combination of both. Source development will be analyzed on technical, environmental, and economic merits. Considerations for this option may include:

- Reasonable proximity to the City's existing water system infrastructure.
- Water Right requirements.
- Water treatment requirements.
- Capital and O&M costs.
- Potential environmental impacts and permit requirements.
- Availability of land.

Additional considerations will be discussed and outlined in the Alternatives Discussion Workshop.

4.5 Water Rights Modification

This activity involves evaluating the possible modification to existing Water Rights as an optional solution to raw water storage. Potential modifications could take the form of Water Right transfers. This option will be analyzed on technical, environmental, and economic merits. Considerations for this option may include:

- Reasonable proximity to the City's existing water system infrastructure.
- Water Right requirements.
- Water treatment requirements.
- Capital and O&M costs.
- Potential environmental impacts and permit requirements.

Additional considerations will be discussed and outlined in the Alternatives Discussion Workshop.

4.6 Demand-Side Conservation

This activity involves evaluating demand-side conservation measures as an options to reduce the need for additional raw water storage. Potential measures could take the form of City water policies including rate structures, voluntary programs, proactive water loss mitigation, or other measures. This option will be analyzed on technical, environmental, and economic merits. Considerations for this option may include:

- Community interest and engagement.
- Water accountability goals.
- City Capital Improvement Plan schedules and budgets.
- Public-private partnerships.

Additional considerations will be discussed and outlined in the Alternatives Discussion Workshop.

4.7 Feasibility Study

This activity involves compiling the Needs Assessment and Alternatives Analysis, performing a comparison analysis of the considered alternatives, and summarizing the findings and recommendations in a Feasibility Study. A draft of the Study will be assembled and submitted to the City for comment. The Consultant will meet with the City to review the draft Study and incorporate comments to the final Feasibility Study.

Task Deliverables

- Agenda and summary notes for the Alternatives Discussion Workshop and draft Feasibility Study review meeting.
- Electronic PDF copies of the draft and final Feasibility Study.

Assumptions

- City will attend and participate in Alternatives Discussion Workshop and draft Feasibility Study review meeting.
- The Alternatives Discussion Workshop will be held in-person at the City office. The draft Feasibility Study review meeting will be held via MS Teams.
- City will provide written review comments.
- City review time is two (2) weeks from document submittal.

Task 5 – Dam Certification

Objective

This task involves collaborating with the ORWD in the dam certification process for either (a) the City's existing raw water reservoir or (b) a modified/new raw water reservoir. This task will be defined after the Feasibility Study is completed and the City has selected an alternative. A scope and fee for this task will be included as a Contract Amendment and submitted to the City for approval.

Task 6 – 30% Preliminary Design of Selected Alternative

Objective

This task involves preparing preliminary (30% complete) design of the selected alternative. This task will be defined after the Feasibility Study is completed and the City has selected an alternative. A scope and fee for this task will be included as a Contract Amendment and submitted to the City for approval.

Budget

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

Direct Expenses

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

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

Project Schedule

Contract term shall be from the date contract is fully executed until conclusion of Task 4, anticipated for June 2025. The anticipated project schedule is shown in **Table 1**.

Table 1 | Project Schedule

TASK / ACTIVITY / MILESTONE	ANTICIPATED COMPLETION
Consultant Notice to Proceed Issued	12/10/2024
Project Kick-Off Meeting	01/07/2025
Task 2 – Data Collection	02/14/2025
Task 3 – Needs Assessment	03/26/2025
Task 4 – Alternatives Analysis	06/13/2025
Task 5 – Dam Certification	TBD
Task 6 – 30% Preliminary Design of Selected Alternative	TBD



City Commission Agenda Memo

Meeting Date: December 10, 2024
From: Esther Moberg, City Manager
Subject: Adoption of Ordinance No. 1276

Summary:

At the direction of the Warrenton City Commission, City staff have been working on changes to the floodplain development permit to ensure the minimum regulatory requirements of the NFIP are adopted. During the analysis, staff realized that the floodplain development permit would make more sense to be its own chapter of the Development Code.

The goal of this ordinance is to create a new chapter of the development code for floodplain regulation standards.

Recommendation/Suggested Motion:

"I move to adopt Ordinance No 1276, AN ORDINANCE AMENDING CHAPTER 16.88 AND ADDING CHAPTER 16.242 OF THE WARRENTON MUNICIPAL CODE TO CLARIFY REGULATIONS ON FLOODPLAIN DEVELOPMENT PERMITS."

Alternative:

None recommended

Fiscal Impact:

N/A

Attachments:

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

- Ordinance No. 1276

Approved by City Manager: Esther Moberg

ORDINANCE NO. 1276
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE AMENDING CHAPTER 16.88 AND ADDING CHAPTER 16.242
OF THE WARRENTON MUNICIPAL CODE TO CLARIFY REGULATIONS ON
FLOODPLAIN DEVELOPMENT PERMITS**

WHEREAS, the City Commission recognizes that public health, safety, and general welfare necessitates the reasonable regulation of floodplain development within the City of Warrenton; and

WHEREAS, the current City code does not currently provide clear and objective standards for floodplain development permitting, leading to confusion across the community;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. Section 16.88.020(B) of the Warrenton Municipal Code is hereby amended as follows:

- B. Basis for Establishing the Areas of Special Flood Hazards. The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Clatsop County, Oregon and Incorporated Areas," dated September 17, 2010, with accompanying flood insurance maps are hereby adopted by reference and declared to be a part of this chapter. The Flood Insurance Study is on file at the Warrenton City Hall. The best available information for flood hazard area identification shall be the basis for regulation until a new FIRM is issued.

Section 2. Section 16.88.030 and Section 16.88.040 of the Warrenton Municipal Code are hereby repealed.

Section 3. A new Chapter 16.242 is hereby added to the Warrenton Municipal Code as follows:

Chapter 16.242 FLOODPLAIN DEVELOPMENT PERMITS

16.242.010 Purpose.

The purpose of this chapter is to regulate the use of areas of special flood hazard as established in Chapter 16.88 to promote public health, safety, and general welfare, and

to minimize public and private losses due to flood conditions. FEMA's Flood Insurance Rate Map (FIRM) designates flood areas in Warrenton subject to requirements of the National Flood Insurance Program (NFIP).

16.242.020 Establishment of Floodplain Development Permit.

- A. A floodplain development permit, in addition to any regular building permit and/or grading permit that may be required, shall be obtained before construction or development begins in any area of special flood hazard established in Chapter 16.88. The permit shall be required for all structures and buildings and for all development as set forth in Chapter 16.12.
- B. Applications for a floodplain development permit shall be made on forms furnished by the Planning Department and shall be processed as a Type I procedure. Applications shall include but not be limited to plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:
 - 1. Description of proposed development.
 - 2. Size and location of proposed development (site plan required).
 - 3. Base flood elevation at the site.
 - 4. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures.
 - 5. Elevation to which floodproofing has occurred (if any).
 - 6. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 16.88.040.
 - 7. Elevation in relation to mean sea level of floodproofing in any structure.
 - 8. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
 - 9. FEMA/NFIP elevation certificate completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information (for all new structures and substantial improvements unless otherwise exempt from this requirement by state or federal law).

16.242.030 Duties and Responsibilities.

- A. The duties of the Planning Director or their designee shall include but not be limited to:
 - 1. Review all building permits to determine that the permit requirements and conditions of this chapter have been satisfied.

2. Review all development permits to require that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.
 3. Review all development permits in the area of special flood hazard to determine if the proposed development adversely affects the flood carrying capacity of the area.
- B. Use of Other Base Flood Data. When base flood elevation data is not available either through a Flood Insurance Study, FIRM, or from another authoritative source, applications for floodplain development permits shall be reviewed to assure that the proposed construction will be reasonably safe from flooding. The Planning Director or their designee shall obtain, review, and reasonably utilize available data to administer this chapter. The test of reasonableness is a local judgment and includes but is not limited to the use of historical data, high water marks, and photographs of past flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.
- C. Information to be Obtained and Maintained.
1. Where base flood elevation data is provided through a Flood Insurance Study, FIRM, or required as in this chapter, the Planning Director or their designee shall verify, obtain, and record the actual elevation (in relation to mean sea level) of the lowest flood (including basements and below-grade crawlspaces) of all new or substantially improved structures, and whether the structure contains a basement or not.
 2. For all new or substantially improved floodproofed structures where base flood elevation data is provided through a Flood Insurance Study, FIRM, or as required in this chapter, the Planning Director or their designee shall:
 - a. Verify and record the actual elevation (in relation to mean sea level); and
 - b. Maintain the floodproofing certifications required in this chapter.
 3. The Planning Director or their designee shall maintain for public inspection all records pertaining to the provisions of this chapter.
 4. In coastal high hazard areas, certification shall be obtained from a registered professional engineer or architect that the structure is securely anchored to adequately anchored pilings or columns to withstand velocity waters.
- D. Interpretation of FIRM Boundaries. Where needed, the Planning Director or their designee shall be authorized to interpret the exact location of the boundaries of the areas of special flood hazards where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity

to appeal the interpretation to the Planning Commission consistent with this chapter.

- E. Alteration of Watercourses. The Planning Director or their designee shall:
 - 1. Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance Administration.
 - 2. Require that a maintenance plan is provided within the altered or relocated portion of said watercourse which assures the flood carrying capacity is not diminished.

16.242.040 Standards for Flood Hazard Reduction.

In all areas of special flood hazard established in Chapter 16.88, the standards outlined in this section shall apply.

- A. Anchoring.
 - 1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
 - 2. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top and frame ties to ground anchors. (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques.)
 - 3. A certificate signed by a registered architect or engineer which certifies that the anchoring system is in conformance with FEMA regulations shall be submitted prior to final inspection approval.
- B. Construction Materials and Methods.
 - 1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 - 2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
 - 3. Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- C. Utilities.
 - 1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwater into the system.

2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwater into the systems and discharge from the systems into floodwaters.
 3. On-site waste disposal systems shall be located to avoid impairment of them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality (DEQ).
- D. Manufactured Dwelling Park and Subdivision Proposals.
1. All manufactured dwelling park and subdivision proposals shall be consistent with the need to minimize flood damage.
 2. All manufactured dwelling park and subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 3. All manufactured dwelling park and subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
 4. Where base flood elevation data has not been provided or is not available from an authoritative source, it shall be generated for manufactured dwelling park and subdivision proposals and other proposed developments which contain at least 50 lots or five acres.
- E. Residential Construction.
1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to a minimum of one foot above the base flood elevation.
 2. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must be either certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.
- F. Nonresidential Construction.
1. New construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall either have the lowest floor, including basement, elevated to a minimum of one foot above the

base flood elevation or, together with attendant utility and sanitary facilities, shall meet the following criteria:

- a. Below the base flood level, the structure is floodproofed and watertight with walls substantially impermeable to the passage of water.
 - b. The structure has structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
 - c. A registered professional engineer or architect certifies that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this chapter based on their development and/or review of the structural design, specification, and plans. Such certifications shall be provided to the building official as set forth in Chapter 16.244.
 - d. Nonresidential structures that are elevated and not floodproofed must meet the same standards for space below the lowest floor as described in Section 16.242.040(E)(2).
2. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level. For example, a building floodproofed to the base flood level will be rated as one foot below.
 3. Critical Facilities. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the area of special flood hazard. Construction of new critical facilities shall be permissible within the area of special flood hazard if no feasible alternative site is available. Critical facilities constructed within the area of special flood hazard shall have the lowest floor elevated three feet above base flood elevation or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the base flood elevation shall be provided to all critical facilities to the extent possible.
- G. Manufactured Homes/Dwellings.
1. All manufactured homes to be placed or substantially improved shall be elevated on a permanent foundation such that the finished floor of the manufactured home is elevated to a minimum 18 inches above the base flood elevation and securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement. Electrical crossover connections shall be a minimum of 12 inches above base flood elevation.

2. Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's FIRM that are not subject to the above manufactured home provisions shall be elevated so that either:
 - a. The lowest floor of the manufactured home is elevated to a minimum of 18 inches (46 cm) above the base flood elevation; or
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately designed foundation system to resist flotation, collapse, and lateral movement.
- H. Recreational vehicles placed on sites for longer than 180 consecutive days are required to either:
 1. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
 2. Meet the elevation and anchoring requirements for manufactured homes.
- I. Flood Hazard, Park and Open Space Dedications. Where fill and/or development is allowed within or adjacent to the area of special flood hazard outside the zero-foot rise floodplain, and the Comprehensive Plan designates the subject floodplain for park, open space, or trail use, the City may require the dedication of sufficient open land area for a greenway adjoining or within the floodplain. When practicable, this area shall include portions at a suitable elevation for the construction of a pedestrian/bicycle pathway within the floodplain in accordance with the City's adopted Transportation System Plan for trails, pedestrian, and bikeway, as applicable. The City shall evaluate individual development proposals and determine whether the dedication of land is justified based on the development's impact and shall be consistent with Chapter 16.136.
- J. Temporary Encroachments in the Floodway for Bridge Construction and Repair.
 1. Temporary encroachments in the floodway for bridge construction and repair shall receive a temporary use permit prior to the issuance of a floodplain development permit or other applicable permits.
 2. The temporary use permit shall state the number of days the structure or other development will be on the site. If a longer period is required, a new permit shall be issued.

3. A flood warning system for the project should be in place to allow equipment to be evacuated from the site and placed outside the floodplain.
 4. Placement of equipment in the floodway should be restricted to only equipment which is necessary for the purposes of the project. All other accessory equipment and temporary structures (i.e., construction trailers) should be restricted from the floodway. Structures should be placed on site so that flood damage is minimized. Anchoring the construction trailers in case of evacuation is not practical.
- K. Coastal High Hazard Areas. Located within areas of special flood hazard established in Section 16.88.020 are coastal high hazard areas, designated as Zones V1-V30, VE and/or V. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions in this chapter, the following provisions shall also apply:
1. All new construction and substantial improvements in Zones V1-V30 and VE (V if base flood elevation data is available) shall be elevated on pilings and columns so that:
 - a. Below the base flood elevation, the structure is floodproofed and watertight with walls substantially impermeable to the passage of water.
 - b. The structure has structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
 2. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this section.
 3. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones V1-30, VE, and V, and whether such structures contain a basement or not. The Planning Director or their designee shall maintain a record of all such information.
 4. All new construction shall be located landward of the reach of mean high tide.
 5. Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood latticework, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the

elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a. Breakaway wall collapse shall result from water load less than that which would occur during the base flood.
 - b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage because of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).
6. If breakaway walls are utilized, such enclosed space shall be useable solely for parking vehicles, building access, or storage. Such space shall not be used for human habitation.
 7. Prohibit the use of fill for structural support of buildings.
 8. Prohibit man-made alteration of sand dunes which would increase potential flood damage.

16.242.050 Variances.

- A. Variances to the requirements of this chapter shall be processed as a Type III procedure and be issued or denied in accordance with this section and Section 16.242.070.
- B. Conditions for Variances.
 1. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.
 2. Variances may be issued for the rehabilitation or restoration of structures listed on the National Register of Historic Places or the Statewide Inventory of Historic Properties without regard to the procedures set

forth in this section provided that the alteration will not preclude the structure's continued designation as a "historic structure."

3. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
 4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 5. Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that the failure to grant the variance would result in exceptional hardship to the applicant;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances;
 - d. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 6. Variances as interpreted in the NFIP are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic, or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.
 7. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria and otherwise complies with general standards.
- C. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

16.242.060 Appeals.

Appeals will be conducted in accordance with Section 16.208.030 of this Code. The Planning Department shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

16.242.070 Variance and Appeal Criteria.

- A. While considering variances or appeals to the provisions of this chapter, the hearings body shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and the:
1. Danger that materials may be swept onto other lands to the injury of others;
 2. Danger to life and property due to flooding or erosion damage;
 3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 4. Importance of the services provided by the proposed facility to the community;
 5. Necessity to the facility of a waterfront location, where applicable;
 6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 7. Compatibility of the proposed use with existing and anticipated development;
 8. Relationship of the proposed use to the Comprehensive Plan and floodplain management program for that area;
 9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
 10. Expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

Section 4. Severability. If any provision, section, phrase, or word of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does in affect other provisions that can be given effect without the invalid provision or application.

Section 5. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading: November 12, 2024

Second Reading: November 26, 2024

ADOPTED by the City Commission of the City of Warrenton, Oregon this 10th day of December, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder



City Commission Agenda Memo

Meeting Date: December 10, 2024
 From: Brian Alsbury, Fire Chief
 Subject: EMS Update

Summary:

I am pleased to provide the latest updates regarding Emergency Medical Services (EMS) operations and developments in Clatsop County. Here are key updates as we strive for excellence in patient care and response readiness.

Warrenton Fire Department Stats:

1. Total EMS Calls Responded: 790 EMS calls
2. Average Response Time: 07:51 from tone out to on-scene.
3. We have observed an increase in call volume compared to 2023.
4. January 1 to December 1, 2023: 730 EMS Calls
5. January 1 to December 1, 2024: 790 EMS Calls

Medix Ambulance Stats - **Stats are reported by WFD personnel.:

1. Total Reporting period: January 1, 2024, to August 31, 2024
2. Response to the scene over 15 minutes: 19
3. Reporting period: September 2024 to December 1, 2024
4. Response to the scene over 15 minutes: 8

Since September 2024, Medix Ambulance has made substantial strides in improving its response times throughout Clatsop County. With the assistance of its sister company, Metro West, Medix has implemented several key changes that have significantly enhanced EMS service delivery:

1. Increased Daytime Coverage Through Metro West

- Metro West Ambulance now sends units from the Portland area to Clatsop County during daytime hours.
- This additional support has drastically reduced delays exceeding 15 minutes for 911 calls, providing quicker response times, faster patient transport, and earlier access to critical care for those in need.

2. Workforce Development and Incentives

- **Paramedic School Sponsorship:** Medix is investing in its employees by covering the cost of paramedic training, encouraging professional growth and higher levels of care.
- **On-the-Job Training:** For individuals without prior medical licenses, Medix offers opportunities for hands-on training and instruction, paving the way for new talent to join the EMS workforce.

3. Long-Term Vision for Sustainable Growth

- By focusing on employee development and increasing ambulance availability, Medix is fostering an environment that promotes long-term retention of staff.

- These measures ensure more ambulances are on the road, responding efficiently to the community's calls for help.

This combination of resources and strategic initiatives has greatly improved EMS services in Clatsop County, addressing previous challenges with response delays. Warrenton Fire Department commends Medix Ambulance for its commitment to enhancing emergency medical care and supporting our shared mission of serving the community.

We are optimistic about the direction Medix is taking and look forward to continued collaboration to provide the highest level of care to the residents of Clatsop County.

Approved by City Manager:

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Warrenton Fire Department

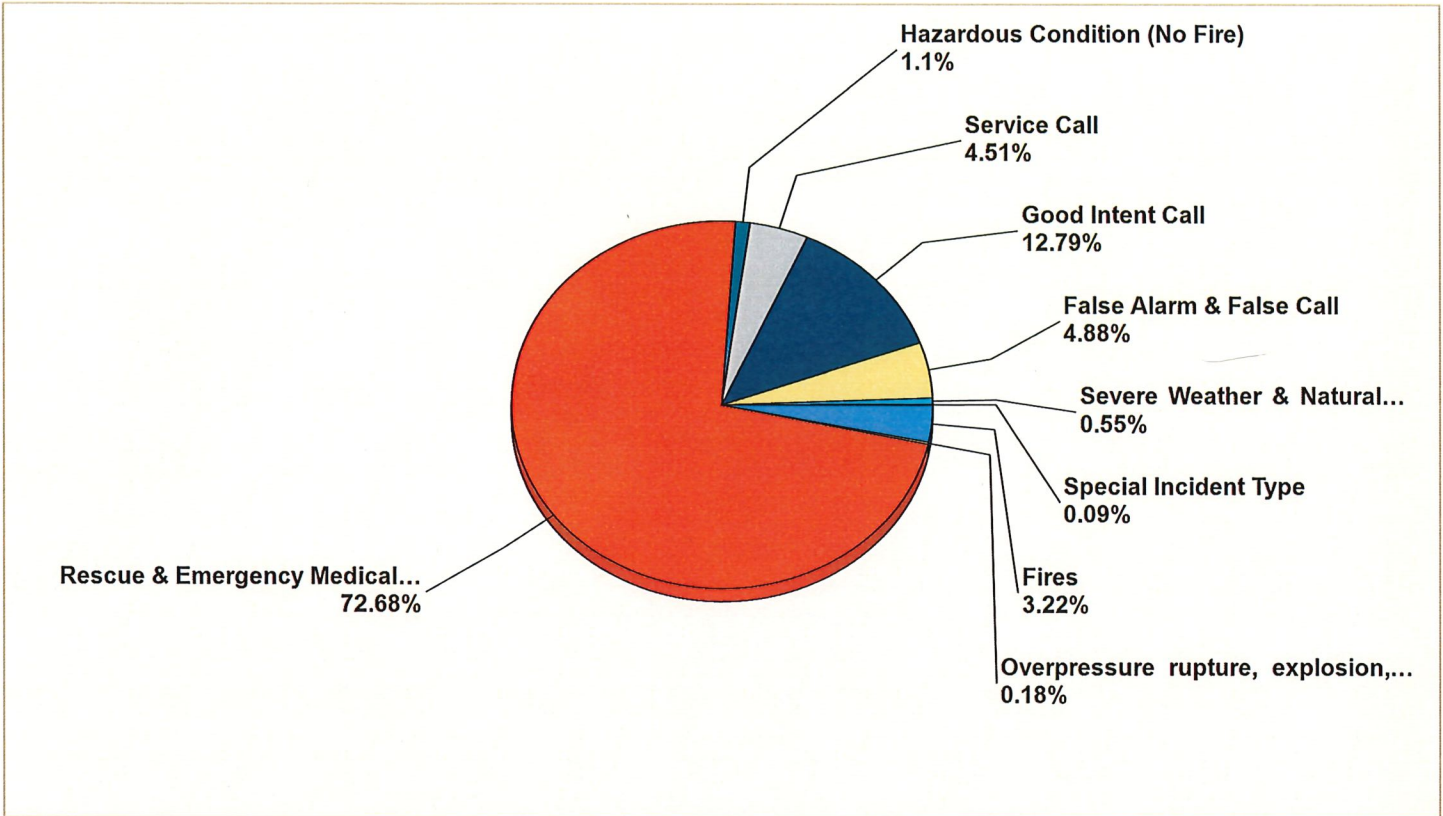


Warrenton, OR

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2024 | End Date: 12/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	35	3.22%
Overpressure rupture, explosion, overheating - no fire	2	0.18%
Rescue & Emergency Medical Service	790	72.68%
Hazardous Condition (No Fire)	12	1.1%
Service Call	49	4.51%
Good Intent Call	139	12.79%
False Alarm & False Call	53	4.88%
Severe Weather & Natural Disaster	6	0.55%
Special Incident Type	1	0.09%
TOTAL	1087	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

