



**City of Warrenton City Commission**  
**Regular Meeting Agenda**  
**Tuesday, April 28, 2026 – 6:00 PM**  
**City Hall, 225 S. Main, Warrenton, OR 97146**

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\*\*\*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

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Below are the methods to provide public comment and/or public testimony on a public hearing:

1. In-person: Complete a 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](mailto: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](mailto:cityrecorder@warrentonoregon.us), no later than 3:00 p.m. the day of the meeting.

**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.

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1. **Call to Order**
2. **Pledge of Allegiance**
3. **Consent Calendar**
  - A. City Commission Minutes 2026.04.08 CIP WS
  - B. City Commission Minutes 2026.04.14
  - C. Marina Advisory Board Meeting Minutes 2.23.2026
  - D. WPD March 2026 Statistics Report
  - E. Battery 245 Lease amendment #2
4. **Reports & Presentations**
5. **Public Comment & Correspondence**
  - A. Chad Sweet - Warrenton Gearhart Water Agreement
6. **Public Hearings**
7. **Business Items**
  - A. Gearhart Water MOU
  - B. Contract Award for Hammond Launch Dock Replacement
  - C. Consideration of Change Order No. 1 with Big River Construction Inc. for Acrylic Surface Installation
8. **Discussion Items**
9. **Good of the Order**

**10. Executive Session**

**11. Adjournment**

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



**City of Warrenton City Commission**  
**Work Session Minutes**  
 City Hall, 225 S. Main Warrenton, OR 97146  
 Tuesday, April 8, 2026

City Commission work session called to order at 5:00 pm.

<b>Commission Members</b>	<b>Present</b>	<b>Excused</b>
Gerald Poe	X	
Jessica Sollaccio	X	
Mike Moha		X
Paul Mitchell	X	
Henry Balensifer, Mayor	X	

<b>Staff Members Present</b>	
City Manager Esther Moberg	Finance Director Jessica Barrett
City Recorder Hanna Bentley	Harbormaster Jessica McDonald
Public Works Director Kevin Gorman	Police Chief Matthew Workman
Fire Chief Brian Alsbury	

Capital Improvement Program (CIP) Review:

Police Chief Matthew Workman reviewed the Police Department’s CIP projects. These included continuation of the current front office remodel work and replacement of two police vehicles per year. There was brief discussion on potential future projects regarding additional space in the police station and the police vehicle lifespans and the decommissioning process.

Fire Chief Brian Alsbury reviewed the Fire Department’s CIP projects. These included replacement of structural fire truck, purchasing a Conex Training Box, installing a diesel exhaust removal system at the Hammond Fire Station, purchasing a fire boat, and replacing the current self-contained breathing apparatus fill system. There was brief discussion on the long-term plans for the fire department.

City Manager Moberg reviewed the General Fund, Quincy Robinson CIP, and Tansy Point CIP projects. The General Funds projects included upgrading City Hall doors, electrical, and lighting systems. Quincy Robinson CIP projects included installing security street lighting at the Quincy Robinson park, repairing the Carruthers viewing dock, and expanding the Warrenton waterfront trail. The Tansy Point CIP project of dock anode replacement was still included but has been successfully completed with no foreseeable need for funds in the next five years.

Public Works Director Kevin Gorman began his review of the Public Works CIP projects; These included multiple Water Utility, Sewer Utility, Sanitation, Street, Storm Sewer, and Public Works Equipment projects. It was noted the CIP currently states a MBR design for the new wastewater treatment plant, but they can change it once a final decision has been made on how the commission would like to proceed with design.

There was brief discussion on the Community Center / City Park Crosswalk project. There was consensus of the commission to remove the Community Center / City Park Crosswalk project and re-assign the funds towards the Quincy Robinson Street Lighting project.

Harbormaster Jessica McDonald reviewed the Warrenton and Hammond Marinas CIP projects. McDonald noted most projects are focused on docks and dock repairs. There was brief discussion on current and future dredging operations at the Hammond Marina.

At 6:35pm, Mayor Balensifer adjourned the work session.

Respectfully prepared and submitted by Stepha Kvokov, Deputy City Recorder.

Approved:

Attest:

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

\_\_\_\_\_  
Hanna Bentley, CMC, City Recorder

DRAFT



# City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, April 14, 2026

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

Commission Members	Present	Excused
Gerald Poe		X
Jessica Sollaccio	X	
Mike Moha	X	
Paul Mitchell	X	
Henry A. Balensifer III, Mayor	X	

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

3. **Consent Calendar**

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

Mayor Balensifer requested to add agenda item 7G. Consideration of 1<sup>st</sup> & Main Ave. Road Closure. There were no objections.

- A. City Commission Meeting Minutes 2026.03.24
- B. Vero Fiber Franchise Agreement

There was brief discussion on the Vero Fiber Franchise Agreement.

<b>Motion:</b>	Move to approve the consent calendar as presented.				
<b>Moved:</b>	Sollaccio				
<b>Seconded:</b>	Moha	Aye	Nay	Abstain	Recused
<b>Vote:</b>	Sollaccio	X			
	Moha	X			
	Mitchell		X		
	Balensifer	X			
<b>Passed:</b>	3/1				

#### 4. Commissioner Reports

Commissioner Sollaccio noted she attended the recent Clatsop Economic Development Resource Group meeting on a newly formed council at the State called the Governor’s Prosperity Council (GPC). Sollaccio noted upcoming Earth Day events.

Mayor Balensifer discussed meeting the executive director of the GPC. Mayor Balensifer noted he will be meeting with the Small Business Association this coming week to discuss national floodplain insurance.

#### 5. Public Comment & Correspondence

One correspondence was brought forth to the commission by Carey Johnson. At 6:09pm, the commission took a two-minute at ease to read the letter. The commission was reconvened at 6:11pm.

<b>Motion:</b>	Move the correspondence onto the table.				
<b>Moved:</b>	Sollaccio				
<b>Seconded:</b>	Mitchell	Aye	Nay	Abstain	Recused
<b>Vote:</b>	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

The correspondence was discussed as agenda item 7H. Constituent Request.

#### 6. Public Hearing

##### A. Draft Findings of the GC/CM Process

Mayor Balensifer opened the public hearing on the Draft Findings of the GC/CM Process. Formalities followed. No conflicts of interest regarding ex parte contact were reported. City Manager Esther Moberg reviewed the staff report.

Mayor Balensifer asked for public comments. No one spoke in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public testimony portion of the hearing.

Mayor Balensifer asked for additional commissioner comments. There was brief discussion on the reduction of project time and cost associated with the CM/GC process.

<b>Motion:</b>	Move to approve the findings for an exemption from competitive bidding and authorize the utilization of the Construction Manager/General Contractor (CM/GC) alternative contracting method for the City of Warrenton Wastewater System Improvements Project.				
<b>Moved:</b>	Mitchell				
<b>Seconded:</b>	Sollaccio	Aye	Nay	Abstain	Recused

	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

## 7. Business Items

- A. Resolution No. 2728 - Approving Increases and Decreases to the 2025-2026 Budget by Making an Intrafund Transfer of Appropriations.

Finance Director Jessica Barrett presented her staff report. There was brief discussion on future budget projections for the sanitation fund.

<b>Motion:</b>	Move to adopt Resolution 2728; Approving Increases and Decreases to the 2025-2026 Budget by Making an Intrafund Transfer of Appropriations				
<b>Moved:</b>	Moha				
<b>Seconded:</b>	Sollaccio	Aye	Nay	Abstain	Recused
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

- B. Consideration of New Wastewater Treatment Plant Design

City Manager Moberg reviewed the WWTP design options between a sequence batch reactor design (SBR) or a membrane bioreactor (MBR) design. Mayor Balensifer called for a five-minute recess at 6:25pm to review technical difficulties. The meeting was reconvened at 6:30pm.

There was brief discussion with Mike Pinney, Senior Environmental Engineer, (on Zoom) at the Oregon Department of Environmental Quality (DEQ).

Mayor Balensifer stated, "So, um, one of the question I have for DEQ was part of our problem has been the changing nature of, um, treatment requirements, for our treatment plant which has changed our capacity, um, and if we go with an SBR versus an MBR plant, a sequencing batch reactor, um, my understanding is that there's been talk of DEQ potentially exploring the requirement of municipalities to treat pharmaceuticals, um, or other type of things. Um, and that is something only an MBR could do, and we'd really like to know if, because of cost, we end up with an SBR, is DEQ likely to then force compliance where ten years down the road, or even five years down the road, we're looking at an obsolete sewer treatment plant?"

Pinney stated, "I doubt it. That would be very unlikely. I've not heard about pharmaceutical treatment and the possibility of other class three [*indecipherable*], that would be very difficult as well. Imagine Portland trying to treat that I mean everyone would have to go to

MBR and that would be unlikely. It's a great way to treat water but it's not the only way to treat water."

Mayor Balensifer asked for any additional questions from the commission at this time in there were none

Mayor Balensifer stated, "Um, the other questions I have are related to you've, um, I believe our City Manager has talked to you about our sewer treatment plant and what it's, um, design, ah, considerations are. Um, what is your opinion on the design considerations – at least from DEQ's standpoint?"

Pinney asked, "Uh, do you mean the capability of the SBR to the treat water or?"

Mayor Balensifer stated, "Uh, you know our biggest concerns is, we've been told that MBR is basically the way that the future's going and if we don't do it, we might end up back in this position. And I know you already kind of clarified that but, um, we're just looking to see if, if we do go with an SBR, um, knowing that we have requirements in place of pre-treatment of industrial users, um, but the potential for additional, maybe fish processors or other type of manufacturing processes going into our city, an SBR a, uh, a dicey choice moving forward?"

Pinney stated, "You have the advantage of discharging into the Columbia River, which is very large and very big. You are not a major contributor to that river, um, and there is lots of mixing, lots of opportunities. It would be unlikely for anything you put out to be toxic. Uh, a smaller WWTP that goes to a small river, they would have a lot more, you know, potential problems. Um, ammonia is the only thing I see that might be a problem in the future, but, ah, here SBR can be arranged to take care of ammonia. Um, we have changed the bacteria requirements a couple of times because of shellfish, uh, and I think that you're already dealing with that. So, that won't be anything new. Your pre-treatment is key. You know, so you don't want people, uh, putting stuff in the water that you're not going to not be able to treat and unfairly burden the city with, uh, with, ah, somebody else's, you know, waste. Uh, so, I think with the Columbia [indecipherable], with the Columbia River, you're in good hands with a SBR."

Andrew Dow with KJ noted he had nothing to add.

Mayor Balensifer requested Pinney's comments be entered into the record verbatim. There was unanimous consent.

Brief discussion followed capacity projections for the SBR design and possibility of septage.

<b>Motion:</b>	Move to approve a SBR treatment plant design.				
<b>Moved:</b>	Mitchell				
<b>Seconded:</b>	Sollaccio	Aye	Nay	Abstain	Recused
	Sollaccio	X			
	Moha	X			
	Mitchell	X			

	Balensifer	X			
<b>Passed:</b>	4/0				

C. Consideration for Contract Amendment - Raw Water Dam Certification

Public Works Director Kevin Gorman reviewed the contract amendment to increase the total contract amount in order to evaluate alternative storage designs. Brief discussion followed.

<b>Motion:</b>	Move to approve Contract Change Order No. 1 with Consor North America, Inc. in the amount of \$42,310, increasing the total contract amount to \$197,127 for the Evaluation of Raw Water Storage Alternatives and Dam Certification.				
<b>Moved:</b>	Sollaccio				
<b>Seconded:</b>	Moha	Aye	Nay	Abstain	Recused
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

D. Consideration for Contract Amendment - RP 3-4 Design Contract

Gorman reviewed staff report to begin the construction phase for the raw water line replacements.

<b>Motion:</b>	Move to approve Change Order No.1 of Task Order No. 1 in the Consor contract.				
<b>Moved:</b>	Sollaccio				
<b>Seconded:</b>	Moha	Aye	Nay	Abstain	Recused
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

E. Consideration for Request for Qualifications - Alder Creek Study

Gorman reviewed the staff report and noted this is a current Capital Improvement Program project.

<b>Motion:</b>	Move to approve a Request for Qualifications for the Alder Creek Drainage Assessment.				
<b>Moved:</b>	Moha				
<b>Seconded:</b>	Sollaccio	Aye	Nay	Abstain	Recused
<b>Vote:</b>	Poe	X			
	Sollaccio	X			

	Moha	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

F. Amendment KJ services agreement CM/GC procurement

Moberg reviewed the amendment to the contract with Kennedy Jenks that would implement the CM/GC process. Brief discussion followed on overseeing the bidding process.

<b>Motion:</b>	Move to approve the CM/GC amendment to the Kennedy Jenks services contract.				
<b>Moved:</b>	Sollaccio				
<b>Seconded:</b>	Moha	Aye	Nay	Abstain	Recused
<b>Vote:</b>	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

G. Consideration of 1<sup>st</sup> & Main Ave. Road Closure

Commissioner Sollaccio noted that she is a property owner and that she is recusing herself as it is a conflict of interest. Moberg reviewed the request for street closure.

<b>Motion:</b>	Move to approve the road closures on April 20 <sup>th</sup> and April 27 <sup>th</sup> as shown.				
<b>Moved:</b>	Mitchell				
<b>Seconded:</b>	Moha	Aye	Nay	Abstain	Recused
	Sollaccio				X
	Moha	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	3/0				

H. Constituent Request

Mayor Balensifer reviewed the request and asked staff to note if any violations exist; Moberg responded, stating that enforcement would not happen at this time as we do not currently have a City Planner or Code Enforcement Officer, and that once that new planner starts, they will review the sign code. Brief discussion on the code followed.

- 8. Discussion Items
- 9. Good of the Order

Commissioner Sollaccio asked the Public Works Director to provide an update on the Quincy Robinson Park improvements; Gorman responded. She also noted upcoming events; the first is a ballot forum with the Warrenton Public Speaking group on April 17<sup>th</sup>, second is a training with Oregon Department of Emergency Management (ODEM) on April 21<sup>st</sup>, and lastly, a childcare grant information session with Clatsop County representatives on April 21<sup>st</sup>.

Commissioner Mitchell noted his attendance at the recent Columbia Bank open house event.

City Manager Moberg shared the recent approval of equipment grants from ODEM. She also noted that the “Hot Dog Bill” (HB 4161) did pass.

City Recorder Hanna Bentley noted that city offices will be closed from 8:30am – 9:30am on April 23<sup>rd</sup> for an all-staff meeting.

Mayor Balensifer noted his attendance at the Columbia Bank event. Mayor Balensifer asked the Public Works Director about a potential beach volleyball court in Officer’s Row Park; Gorman responded. Mayor Balensifer shared concerns of community members paying for pre-application meetings in which staff have not been showing up to; Moberg responded noting that an expectation with staff will be set to attend all pre-app meetings moving forward. Additionally, previous meetings were scheduled when staff had other commitments and, in the future, when scheduling these meetings, they will be pushed further out to accommodate all schedules.

**10. Executive Session**

**11. Adjournment**

There being no further business, Mayor Balensifer adjourned the meeting at 7:24pm.

Respectfully prepared and submitted by Stepha Kvokov, Deputy City Recorder.

Approved:

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

Attest:

\_\_\_\_\_  
Hanna Bentley, City Recorder



# City of Warrenton Marina Advisory Committee

## Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Monday February 23, 2026

1.

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

<i>Members</i>	<i>Present</i>	<i>Excused</i>
Jenn Fowler, Chair	X	
Larry Ausman, Vice Chair	X	
Mike Balensifer	X	
Russel Leavitt	X	

<b>Staff Members Present</b>	
Jessica McDonald	Harbormaster
Shara Ford	Marina Office Secretary

2. **Consent Calendar**

\*Items on the Consent Calendar have previously been discussed and/or are considered routine. Approval of the Consent Calendar requires a motion, a second, and no discussion, unless requested by a member of the Marina Advisory Board Committee

A. Meeting Minutes 1.26.26

<b>Motion:</b>	Move to approve the consent calendar as presented.				
<b>Moved:</b>	Balensifer				
<b>Seconded:</b>	Ausman	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
<b>Vote:</b>	Fowler	X			
	Balensifer	X			
	Ausman	X			
	Leavitt	X			
<b>Passed:</b>	4/0				

3. **Public Comment**

4. **Reports**

A. None

5. **Business Items**

A. Rick Goche from Oregon Coast Visitors Association gave a presentation regarding local seafood. The board asked questions.

6. **Discussion Items**

A. Harbor Master Jessica McDonald shared City Manager Esther Moberg is helping her to reach out to congressional officials from Merkley's office and the governor's office to check for any possible funding while not competing with urgent need for the waste water treatment plan. She noted the marina will be applying for Connect Oregon Transportation Grant which is due by March 27 of this year.

Mr. Balensifer asked for an update on adding zincs to piles. Ms. McDonald shared a plan being presented in Capital Improvements and a trial year for FY27 is being proposed.

Mr. Balensifer asked if the location with vendors for Buoy 10 had been addressed. Mrs. McDonald shared the vendors will now be moved over to Big Game Bait Shop during Buoy 10 season.

Mrs. McDonald gave a staff update.

Mr. Balensifer asked to make a recommendation regarding crab cooking in the Hammond Marina.

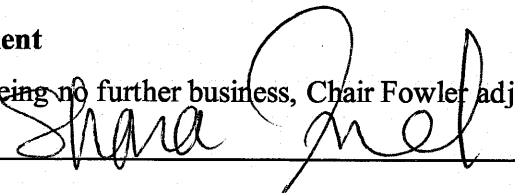
<b>Motion:</b>	Mr. Balensifer made a motion to make an area where crab cooking will not affect the grass.				
<b>Moved:</b>	Balensifer				
<b>Seconded:</b>	Ausman	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
<b>Vote:</b>	Fowler	X			
	Balensifer	X			
	Ausman	X			
	Leavitt	X			
<b>Passed:</b>	4/0				

**7. Good of the Order**

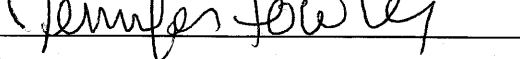
A. New board member, Russel Leavitt, was introduced to the board.

**8. Adjournment**

There being no further business, Chair Fowler adjourned the meeting at 3:04 pm.

Attest 

Shara Ford, Marina Advisory Committee Secretary

Approve 

Jen Fowler, Chair



# WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission  
 FROM: Chief Mathew Workman  
 DATE: April 28, 2026  
 RE: March 2026 Stats Report

### Upcoming Dates:

- 04/29 – 911 Subscriber Board
- 05/04 – Clatsop CC CJ Advisory Board
- 05/07 – WPD Training Day
- 05/07 – Warrenton Muni Court
- 05/12 to 05/15 – OACP Conference
- 05/16 – Reach the Beach Bicycle Event
- 05/16 – Budget Meeting
- 05/20 – LEA Meeting
- 05/25 – Memorial Service Flag Park

### Highlights Since the Last Report:

- 03/25 – 911 Subscriber Board
- 03/26 – Police Officer Hiring Interviews
- 03/31 – POST Test for Officer Candidates
- 03/31 – Root Cause Analysis Session
- 04/02 – Warrenton Muni Court
- 04/15 – LEA Meeting
- 04/24 to 04/26 – Crab & Wine Festival

### Traffic Statistic Highlights:

- Two (2) DUII Arrests (1-Alcohol, 1-Drugs)
- Twelve (12) Driving While Suspended Citations/Arrests
- Three (3) Speeding Citations
- Two (2) Traffic Control Device Citations
- One (1) Following Too Closely Citations
- Eleven (11) Insurance Citations
- One (1) Failure to Install Interlock Device Citation
- Five (5) Driver's License Citations
- One-Hundred Ninety-Three (193) other Citations and Warnings
- Twelve (12) Traffic Collision Investigations
- **Citation vs Warning: 230-Traffic Stops, 41-Citations, 189-Warnings; Warning 82% of the time.**

### Overall Statistics:

#### March Statistics (% changes are compared to 2026)

Category	2026	2025	%Chg	2024	%Chg	2023	%Chg
Calls for Service	723	654	11%	721	0%	656	10%
Incident Reports	200	224	-11%	234	-15%	213	-6%
Arrests/Citations	70	103	-32%	123	-43%	119	-41%
Traffic Stops/ Events	230	132	74%	188	22%	144	60%
DUII's	2	2	0%	1	100%	1	100%
Traffic Crashes	12	17	-29%	19	-37%	14	-14%
Property Crimes	69	90	-23%	104	-34%	87	-21%
Person Crimes	112	50	124%	63	78%	61	84%
Drug/Narcotics Calls	0	2	200%	3	300%	3	300%
Animal Calls	21	18	17%	23	-9%	26	-19%
Officer O.T.	122.5	85.1	44%	61.5	99%	116.8	5%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
<b>Calls for Service</b>	795	672	723							
<b>Incident Reports</b>	189	170	200							
<b>Arrests/Citations</b>	113	104	70							
<b>Traffic Stops/ Events</b>	345	364	230							
<b>DUII's</b>	3	1	2							
<b>Traffic Crashes</b>	13	11	12							
<b>Property Crimes</b>	71	61	69							
<b>Person Crimes</b>	110	112	112							
<b>Drug/Narcotics Calls</b>	0	1	0							
<b>Animal Calls</b>	20	21	21							
<b>Officer O.T.</b>	250.5	70.75	122.5							
<b>Reserve Hours</b>	0	0	0							

Category	Nov	Dec	2026 YTD	2026 Estimate	2025	2026 v 2025	2024	2026 v. 2024	2023	2026 v. 2023
<b>Calls for Service</b>			<b>2190</b>	8760	8615	2%	8458	4%	9084	-4%
<b>Incident Reports</b>			<b>559</b>	2236	2524	-11%	2618	-15%	2529	-12%
<b>Arrests/Citations</b>			<b>287</b>	1148	1116	3%	1317	-13%	1335	-14%
<b>Traffic Stops/ Events</b>			<b>939</b>	3756	2519	49%	2215	70%	2369	59%
<b>DUII's</b>			<b>6</b>	24	22	9%	27	-11%	30	-20%
<b>Traffic Crashes</b>			<b>36</b>	144	233	-38%	209	-31%	217	-34%
<b>Property Crimes</b>			<b>201</b>	804	1055	-24%	1190	-32%	1127	-29%
<b>Person Crimes</b>			<b>334</b>	1336	808	65%	786	70%	825	62%
<b>Drug/Narcotics Calls</b>			<b>1</b>	4	49	-92%	56	-93%	60	-93%
<b>Animal Calls</b>			<b>62</b>	248	291	-15%	307	-19%	335	-26%
<b>Officer O.T.</b>			<b>444</b>	1775	1388.9	28%	1635.3	9%	1572	13%
<b>Reserve Hours</b>			<b>0</b>	0	0	0%	0	0%	0	0%

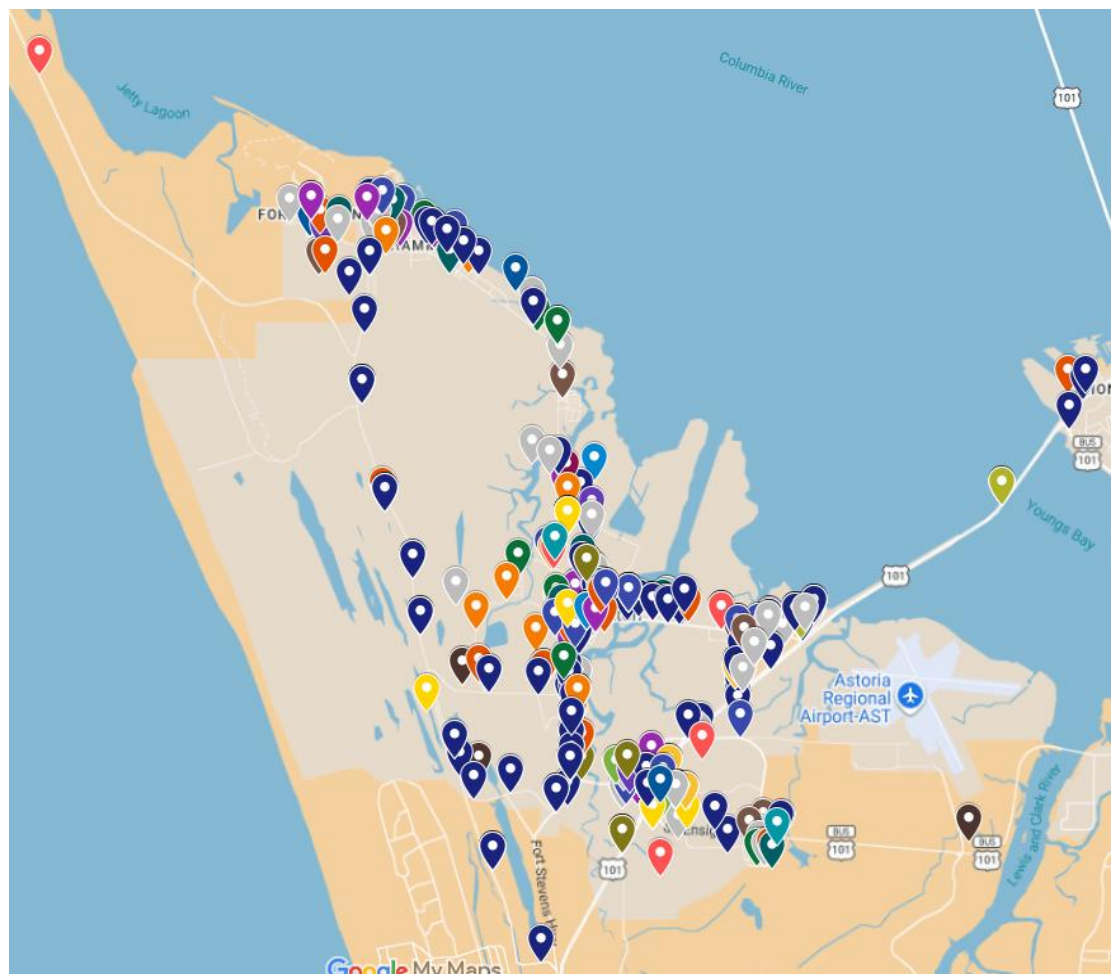
<b>March Homeless Incidents</b>	<b>2026</b>	2025	2024	2023
Code 40 (Normal)	<b>44</b>	39	44	31
Code 41 (Aggressive)	<b>4</b>	1	6	0
<b>March Monthly Total:</b>	<b>48</b>	40	50	31
<b>YTD Total Homeless Incidents</b>	<b>101</b>	<b>89</b>	<b>111</b>	<b>72</b>
<b>March Elk Incidents</b>	<b>2026</b>	2025	2024	2023
Interaction:	<b>0</b>	0	1	0
Traffic Collision:	<b>1</b>	0	1	0
Traffic Complaints:	<b>0</b>	0	0	1
<b>March Monthly Total:</b>	<b>1</b>	0	2	1
<b>YTD Total Elk Incidents</b>	<b>9</b>	<b>0</b>	<b>9</b>	<b>8</b>

The CFS map will have a different colored "Pin" for different Incident Code Types. Here is a key for the Code Types:

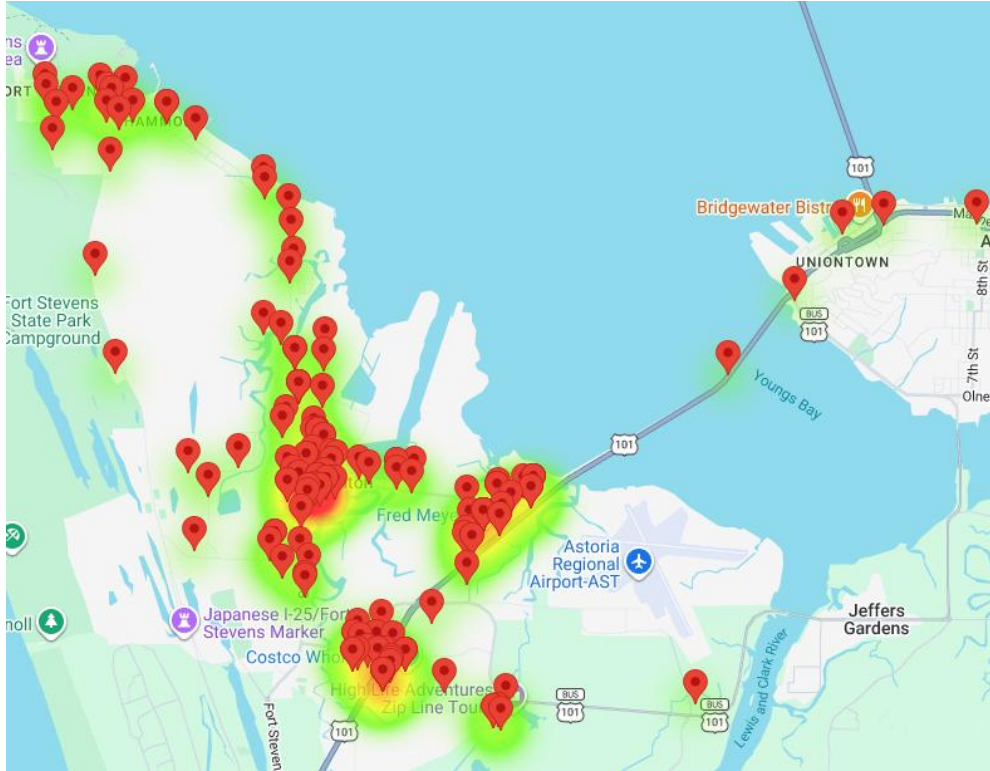
Code	Description	Code	Description	Code	Description
911H	911 HANG UP	PCIVIL	CIVIL	PRPL	LOST PROPERTY
ALMU	ALARM UNK	PCODE	CODE VIOLATIONS	PRUNAWAY	RUNAWAY
ASSIST	ASSIST TO OTHER AGENCY	PCONTACT	CONSENSUAL CONTACT	PSAR	SEARCH AND RESCUE
COVER1	POLICE CODE 1 RESPONSE	PCOURT	COURT ORDER SERVE	PSEX	SEX OFFENSE
COVER2	POLICE CODE 2 RESPONSE	PCRIME-OTH	CRIME-OTHER	PSHOOT	SHOOTING
COVER3	POLICE CODE 3 RESPONSE	PCURFEW	CURFEW VIOLATION	PSUB	SUBPOENA SERVICE
DEATH	OBVIOUS DEATH, FOUND BODY	PDEATHNTF	DEATH NOTIFICATION	PSUSC	SUSPICIOUS CIRCUMSTANCE
FI	FIELD INTERVIEW	PDHS	DHS REFERRAL	PSUSP	SUSPICIOUS PERSON
FIREWRKS	FIREWORKS	PDISORD	DISORDERLY	PSUSV	SUSPICIOUS VEHICLE
MVA	MOTOR VEHICLE ACCIDENT	PDIST	DISTURBANCE	PTHAZ	TRAFFIC HAZARD
MVAHR	HIT & RUN	PDRUGS	DRUGS	PTHEFT	LARCENY
MVAIJ	MOTOR VEHICLE ACCIDENT-INJURY	PDUI	DUII	PTOW	TOW INFO
MVAUNK	MVA UNK	PDUMP	PERSON DUMPING RUBBISH	PTRANSPORT	PRISONER TRANSPORT
OTH-ALL	OTHER-ALL	PFNDPER	FOUND PERSON	PTRES	TRESPASS
PABAN/JNK	ABANDON/JUNK	PFOLLOWUP	FOLLOW UP	PTRFC	TRAFFIC COMPLAINT
PABUSE	ABUSE	PFRAUD	FRAUD, FORGERY, ID THEFT	PTRSP NOTICE	TRESPASS NOTICE
PACTSHOOT	ACTIVE SHOOTER	PHARR	HARASSMENT	PTRUANT	TRUANT
PALMC	COMMERCIAL ALARM	PHOMICIDE	HOMICIDE	PUBASST	PUBLIC ASSISTANCE
PALMH	PANIC/DURESS/HOLD UPALARM	PHOSTAGE	HOSTAGE	PUBWKS	PUBLIC WORKS / UTILITIES
PALMP	PANIC ALARM AUDIBLE	PINDECENT	INDECENT	PUNWANT	UNWANTED PERSON
PALMR	RESIDENTIAL ALARM	PINFO	INFO	PURS	PURSUIT
PALMROB	ROBBERY ALARM	PKIDNAP	KIDNAPPING	PUUMV	STOLEN VEHICLE
PALMS	BURGLAR ALARM - SILENT	PLIQ	LIQUOR VIOLATION	PUUMVR	RECOVERED VEHICLE
PALMVEH	VEHICLE ALARM	PMESS	MESSAGE DELIVERY	PVANDAL	VANDALISM
PANIMAL	ANIMAL	PMISSP	MISSING PERSON	PVEHABND	ABANDONED VEH
PAREA	AREA CHECK	PNOISE	NOISE	PVESABN	ABANDONED VESSEL
PARK	PARKING	POPEN	UNSECURE-BLDG	PWLDLIFE	WILDLIFE VIOLATIONS
PASS	ASSAULT	PPROP	PROPERTY CRIME	PWLFR	WELFARE CHECK
PASSW	ASSAULT WITH WEAPON	PRDSTRUCK	ROAD STRUCK ANIMAL	PWPN	WEAPON VIOLATION
PATL	ATTEMPT TO LOCATE	PREPO	REPO	PWRRNT	WARRANT
PBOMB	BOMB THREAT OR INVESTIGATION	PROBBERY	ROBBERY	STDBY	POLICE, FIRE OR EMS
PBURG	BURGLARY	PROV	ORDER VIOLATION	SUIC	SUICIDAL SUBJECT
PCAMP	PROHIBITED CAMPING	PRPF	FOUND PROPERTY	TSTOP	TRAFFIC STOP

**Calls For Service:**

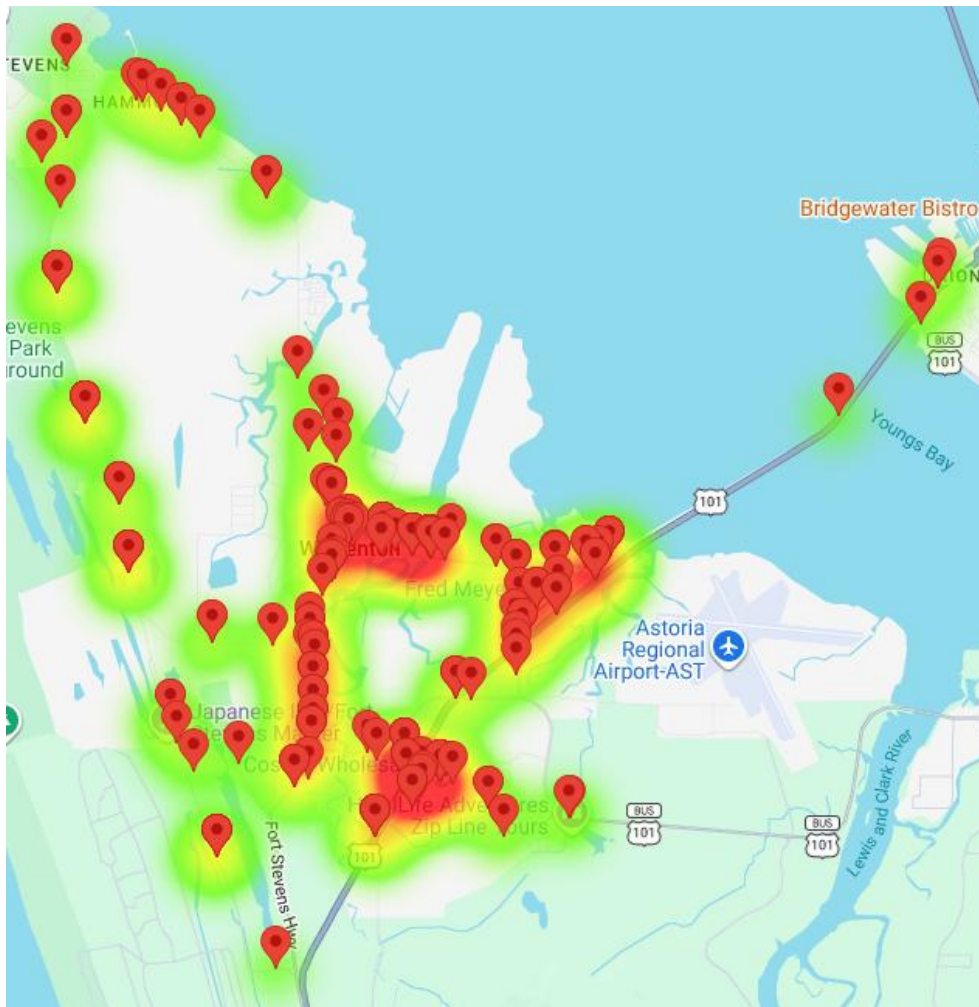
-  TSTOP (229)
-  PCONTACT (63)
-  PFOLLOWUP (45)
-  OTH-ALL (41)
-  PDIST (26)
-  PPROP (21)
-  ASSIST (14)
-  PANIMAL (14)
-  PSUSC (14)
-  PTRFC (14)
-  PWLFR (12)
-  FI (10)
-  PCIVIL (9)
-  PDHS (9)
-  PTHAZ (9)
-  PCAMP (8)
-  PAREA (5)
-  PARK (5)
-  PSUB (5)
-  PSUSP (5)
-  Other / No value (86)



**Incident Reports:**



**Traffic Stops:**



## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (“Second Amendment”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”) by and between THE CITY of WARRENTON, a municipal corporation of the State of Oregon (the “Landlord”) and ELK100 LLC (d/b/a BATTERY 245 BREWING COMPANY), an Oregon, limited liability company (“Tenant”).

### RECITALS

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated August 29, 2023 and First Amendment on July 25, 2024 (collectively the “Lease”), whereby Landlord leased to Tenant the real property located at 69 NE Heron Avenue, Warrenton, Clatsop County, Oregon (“Property”) including the 4400 square feet building and additional lease area added under the First Amendment, together with any and all rights, privileges, easements, and appurtenances (collectively the “Premises”); and

**WHEREAS**, Landlord and Tenant desire to add additional property to the Premises in exchange for an increase of \$500 in the monthly rent and to amend the Lease as described herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Premises. The Premises as set forth under Recital A is hereby amended to collectively mean that certain real property as more particularly described on Exhibit A attached hereto and made a part hereof. Exhibit A attached to the Lease is hereby deleted and replaced in its entirety with Exhibit A attached hereto.

3. Rent. Rent under Section 3.1 shall be increased to a monthly amount of \$3,152.25. with the new rent amount payable on the first of the month following the Effective Date of this Second Amendment. All other provisions under Section 3.1 remain the same including the rent increase of 3% per year which annual increase will occur on the next Adjustment Date after the Effective Date of this Second Amendment.

4. Right of First Refusal. Article 18 is revised to state that for the purposes of Article 18, the Premises does not include the area identified as WHAT on Exhibit A.

5. Remainder of Lease Unaffected. Except as otherwise provided for in this Second Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall govern and control.

6. Counterparts. This Second Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which shall constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party. A facsimile or electronic signature of a party is and shall be deemed to be an original execution and is binding.

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Second Amendment to be duly executed on the day and year first written above.

**LANDLORD:**

THE CITY of WARRENTON

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TENANT:**

ELK100 LLC,  
an Oregon limited liability company

BY: \_\_\_\_\_

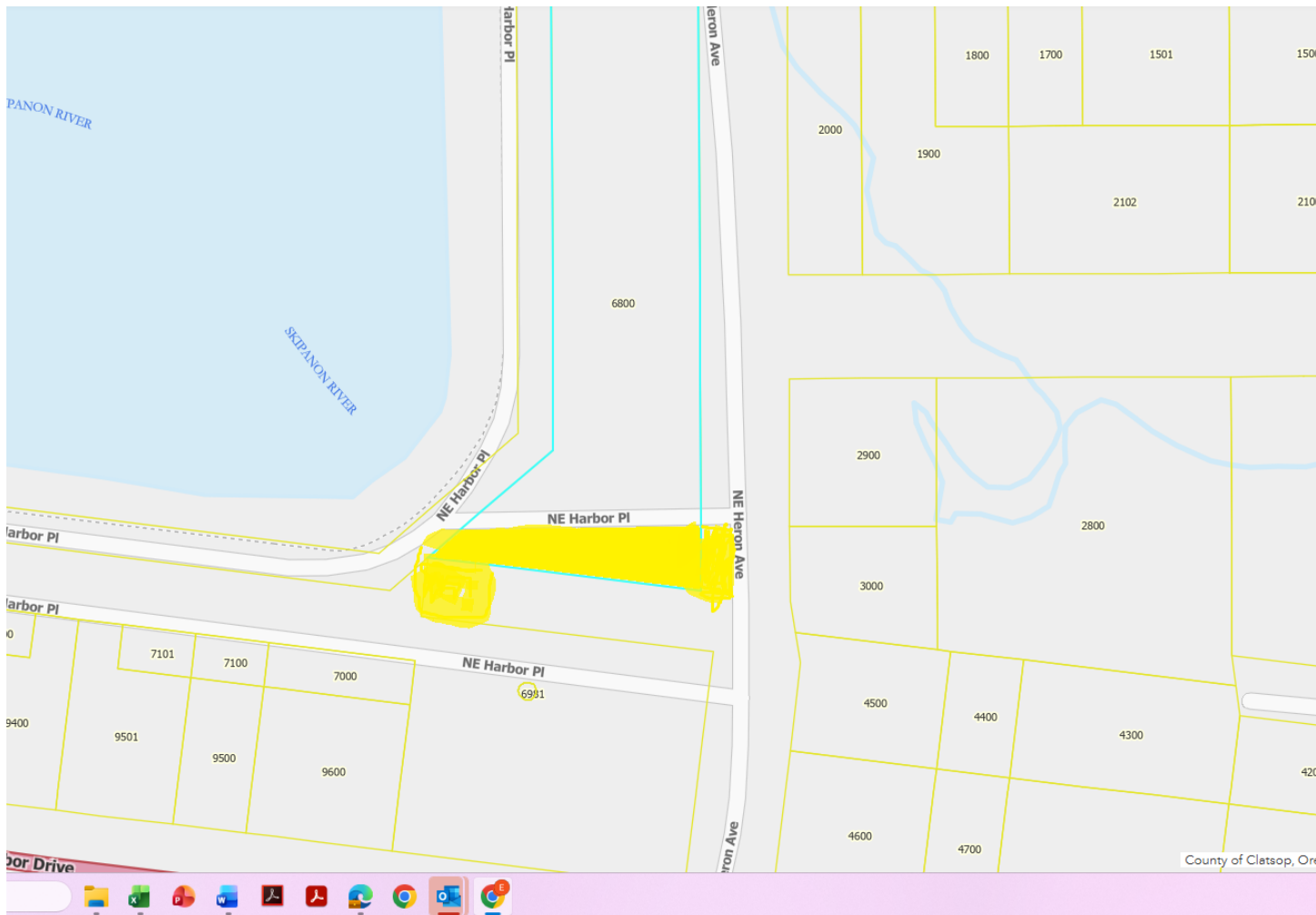
PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXHIBIT A  
PREMISES

Addendum #2 (adding to previous lease agreement addendum one of additional parking) includes Block 23, East Warrenton vacated Railroad Avenue, lots 1, 2, and portions of lots 3 and 4 (where lots are not in road or to west of road).

(Figure below shows close up of above described lots on block 23 which are located to the north and west of the previous addendum #1)



**Fw: Warrenton Gearhart Water Agreement**

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**From** Esther Moberg <emoberg@warrentonoregon.us>  
**Date** Thu 4/16/2026 3:51 PM  
**To** Hanna Bentley <hbentley@warrentonoregon.us>

Hanna Please add to correspondence for next meeting thanks

Esther Moberg  
City Manager  
City of Warrenton  
971-286-2017  
Emoberg@warrentonoregon.us  
Www.warrentonoregon.us

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**From:** Chad Sweet <chadsweet@cityofgearhart.com>  
**Sent:** Thursday, April 16, 2026 3:47 PM  
**To:** Esther Moberg <emoberg@warrentonoregon.us>  
**Subject:** Warrenton Gearhart Water Agreement

Esther,

I've appreciated working with you on this agreement.

As Warrenton considers the rate structure for Gearhart going forward, I'd ask that the Commission consider continuing some form of wholesale or government-to-government rate for the City of Gearhart. While we rely on Warrenton as a supplemental supplier, Gearhart is responsible for its own distribution system and the related costs on our side, including water mains, hydrants, meters, meter installation and reading, and ongoing system maintenance. That is also consistent with Gearhart's water planning documents, which describe the city as maintaining its own transmission and distribution system and replacing hydrants, valves, and meters within that system.

From our perspective, that makes Gearhart different from a typical retail customer. We are not simply purchasing finished water for resale without infrastructure responsibility. We are maintaining and reinvesting in the local system that serves our residents and businesses.

With that in mind, I'd appreciate Warrenton's consideration of a rate approach that reflects that municipal partnership and Gearhart's local system responsibilities.

Thanks again for working through this with us.

Chad

--

"Resilient Together!"

Chad Sweet | City Administrator  
City of Gearhart  
698 Pacific Way | Gearhart, Oregon 97138  
Office: (503) 738-5501 | Fax: (503) 738-9385  
[chadsweet@cityofgearhart.com](mailto:chadsweet@cityofgearhart.com)

**CONFIDENTIALITY NOTICE:**

Please do not read, copy, or disseminate this communication unless you are the intended addressee. This e-mail may contain confidential and privileged information intended only for the addressee. If you have received this in error, please notify me via return e-mail.



## City Commission Agenda Memo

**Meeting Date:** April 28, 2026  
**From:** Esther Moberg, City Manager  
**Item Name:** Gearhart Water MOU

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### Summary:

The Gearhart Water MOU is up for renewal. The City Manager is recommending continuing with similar terms to the last MOU, with a water rate set (per last MOU) at the outside city government rate. Items changed including updating some wording, removing prior agreements to fix water mains (completed), and other housekeeping on the MOU. We do have a cap set for the summer months (total capacity we agree to sell) and Gearhart has stayed within this cap every year per the MOU and dropped usage slightly over the last two years. We do not have any concerns on the non-peak months but Gearhart requested an amount set for winter months for their own interests. We purchase approximately 2-4,000 gallons each year from them, last year, they purchased 28 million gallons from the City of Warrenton.

### Recommendation/Suggested Motion:

I move to approve the 5 year Gearhart Water MOU.

### Alternative:

I move to change the MOU as follows...

### Fiscal Impact:

We received approximately \$450,000 last year for their 28 million gallons of usage.

### Attachments:

1. Memorandum of Understanding

## Memorandum of Understanding

### Providing for Additional Water Service Between the Cities of Warrenton and Gearhart

May 2026-May 2031

This Memorandum of Understanding (“MOU”) is entered into by the City of Warrenton (“Warrenton”) and the City of Gearhart (“Gearhart”) (each a “Party,” collectively, the “Parties”), as of the date of the last signature by the Parties (the “Effective Date”) and shall expire on May 31, 2031, unless further extended or terminated earlier.

#### RECITALS

**Whereas**, Warrenton has provided additional water service to Gearhart since the parties first executed a surplus water agreement in 1948.

**Whereas**, in 1984 the Parties approved a twenty-year agreement for domestic water, which expired in 2004.

**Whereas**, in 2012 the Parties entered into a memorandum of understanding with the belief that Gearhart would be able to provide its own water in full at some point in time after 2012, upon building a new water treatment plant.

**Whereas**, Gearhart’s current water rights are not sufficient to sustain Gearhart’s water needs year-round, and Warrenton continues to deliver additional water up to present day.

**Whereas**, Gearhart continues to strive to increase its own water sources.

**Whereas**, Warrenton currently has enacted a moratorium for water connections directly to the Warrenton water system that are in rural areas outside of Warrenton city limits (not including water provided to Gearhart or connections to Gearhart’s water systems).

**Whereas**, If Warrenton faces a water emergency, a state-mandated reduction, or other unexpected situation that may hinder its ability to provide sufficient water service to its in-city customers, additional restrictions may be negotiated in good faith. In such circumstances, Warrenton will request negotiating 90 days in advance of the proposed adjustment or as soon as possible in the event of an emergency.

**Whereas**, Gearhart provides and maintains its own distribution system, including mains, hydrants, meters, and all other related infrastructure serving its customers,

**Whereas**, Warrenton receives water from Gearhart on an emergency basis via the Highlands Lane demand valve connection.

**Whereas**, the intent of this MOU is not to reduce capacity for the citizens of Warrenton, but to provide additional water for residents of Gearhart, as long as Warrenton is able to do so.

i.

## **AGREEMENT**

### **2. Warrenton's Obligations.**

- a. Warrenton will continue to provide water to Gearhart through May 2031 at the outside city government rate as described in the City's water fee schedule, until this MOU expires, or is earlier terminated as set forth herein.
- b. Because of its limited capacity for water services, Warrenton has set a cap on the amount of water it will provide to Gearhart as follows:
  - i. 45 million gallons of water total for June-August each year. This is approximately 15 million gallons per month but may be used in excess of that amount as long as the total of the three months does not exceed the cap.
  - ii. No cap on water delivery during other September through May, at this time, however Warrenton may institute a cap of 20 million gallons total for the September-May period, with 60 days advance written notice.
- c. Warrenton shall continue to pay for emergency water it receives from Gearhart via the Highlands Lane demand valve connection at the same rate as Gearhart pays for water service from Warrenton.

### **3. Gearhart's Obligations.**

- a. Gearhart may purchase water from Warrenton at the outside city government rate until this MOU expires or is earlier terminated as set forth herein.
- b. Gearhart will continue to pay connection fees for the two main connections where Gearhart accepts Warrenton water into its system: the McCormick Gardens Road Connection, Adair Lane Connection, at Warrenton's duly established connection rates.
- c. Gearhart will notify the City of Warrenton in writing for any new building water hook-ups after the effective date of this MOU other than single-family dwelling projects that are not part of a partition or subdivision, and any new water connections outside Gearhart City limits, given that additional multiple buildings projects in Gearhart will add more water usage and additional impacts to the services provided under this MOU.

#### 4. General Terms.

- a. **Indemnity and Hold Harmless.** Subject to the limitations and procedures of the Oregon Tort Claims Act, each Party shall indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees and agents under this MOU. In addition, each Party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under the MOU.
- b. **No Relationship.** This MOU does not create any employment, agency, or fiduciary relationship between the Parties, their employers, agents, or successors.
- c. **Assignment.** The benefits, responsibilities, and obligations contained herein inure only to the Parties, and shall not be assigned or transferred to a third party without written agreement of the Parties.
- d. **No Third-Party Beneficiaries.** The Parties do not intend to assume any contractual obligations to any other parties and do not intend that there be any third-party beneficiaries to this Agreement.
- e. **Termination.** This Agreement shall terminate upon mutual written consent of the Parties or upon expiration unless further extended.
- f. **Venue and Governing Law.** This Agreement and its construction shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claims, action, suit or proceeding between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clatsop County for the State of Oregon.
- g. **Modifications.** No waiver, consent, modification, or change of terms of this MOU shall be binding unless in writing and signed by the Parties.
- h. **Counterparts.** This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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Henry Balensifer, Mayor of Warrenton

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Date

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Kerry Smith, Mayor of Gearhart

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Date



## City Commission Agenda Memo

**Meeting Date:** April 28, 2026  
**From:** Jessica McDonald, Harbor Master  
**Item Name:** Contract Award for Hammond Launch Dock Replacement

---

### Summary:

The City received three complete bid packets in response to the Request for Bids (RFB) for the *Hammond Marina Launch Dock Fabrication & Delivery* project. All submissions were deemed responsive and competitively priced.

After careful review, **Topper Industries** submitted the lowest priced complete bid and is recommended for award of the contract for fabrication and delivery of the replacement Hammond Marina launch dock.

Topper Industries is well known within the marine industry for producing high-quality infrastructure. The majority of the gangways currently in use at the City's marinas were fabricated by Topper Industries, and their performance has proven to be reliable and durable. Based on this positive experience, staff is confident in their ability to successfully deliver this project and is excited to move forward with them.

### Recommendation/Suggested Motion:

"I move to approve the contract with Topper Industries for the fabrication of the Hammond launch dock for \$375,000"

### Alternative:

None recommended

### Fiscal Impact:

Budgeted

### Attachments:

1. Hammond Launch Dock Fabrication Contract

**CITY OF WARRENTON**  
**Contract for Goods and Services**

CONTRACT:

This Contract, made and entered into this 15<sup>th</sup> day of April 2026, by and between the City of Warrenton, a corporation of the State of Oregon, hereinafter called "CITY," and Topper Industries, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES: (Title: HAMMOND MARINA BOARDING DOCKS – PURCHASE & DELIVERY)

- A. CONTRACTOR shall provide goods and services for the CITY, As outlined in the Invitation to Bid dated March 30, 2026 and the Oregon State Marine Board plans and specifications for Hammond Marina Boarding Docks – Purchase & Delivery, attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFB, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$375,000 for providing goods and performance of those services provided herein. Progress payments may be made upon approved fabrication milestones; however, final payment shall not be made until delivery and acceptance.;
- B. The CONTRACTOR will submit a final invoice referencing Hammond Launch Dock Fabrication & Delivery for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONTRACTOR may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY. If Contractor fails to meet delivery deadline, City may assess liquidated damages in the amount of \$750 per calendar day.

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

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

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

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

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

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. COMPLETE CONTRACT

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

23. CONTINGENT FUNDING

This Contract is contingent upon the availability of funds. In the event sufficient funds are not appropriated or otherwise made available, the City may terminate this Contract without penalty upon written notice to Contractor.







# Proposal

1333 Glenwood St.  
 Woodland, WA 98674  
 360-841-0453 / [www.topperfloats.com](http://www.topperfloats.com)

**Customer**

City of Warrenton  
 501 NE Harbor Pl.  
 Warrenton, Oregon 97146

**Contact**

Jessica McDonald  
 Harbormaster

**Delivery Location**

Hammond Marina, Warrenton, Oregon

**Project Name**

**4/15/2026**

Hammond Marina - Boarding Docks Purchase and Delivery Facility Grant NI

## Hammond Marina - Boarding Docks Purchase and Delivery Facility Grant NO. 1763

Manufacture and deliver Nine (9) each 6'-0" x 20'-0" Oregon State Marine Board (OSMB) Design Boarding Docks, to Include;

1. Five (5) each Type A Docks and Four (4) each Type C Docks.
2. Per OSMB Design.
3. Deck - Fiberglass Grating per the specifications.
4. Bull rail around dock perimeter as specified.
5. Composite rub rail with vinyl bumper as specified.
6. Piano hinges as specified.
7. Grounding rails as specified.
8. Drawings for review / approval.
9. Freight - FOB job site truck, Hammond Marina Warrenton, Oregon.
10. Off load and set docks on ground.

**Notes:**

Terms:

- 30% approved shop drawings.
- 40% upon substantial completion,
- 30% net 21 days delivery.

Estimated Project Schedule:

- Structural Designs
- Provided within 30 days of NTP.
- Manufacturing & Freight
- Deliver by 10/15/2026 or sooner.

**Subtotal                    \$340,623.00**

- Sales Tax if applicable has not been included.
- Price includes material, labor and freight only.

**Total                            \$340,623.00**

Acceptance of Proposal:  
 The above scope is to be furnished complete in general accordance with plans and specifications. Payment and delivery terms are to be negotiated. All prices shown are valid for thirty (30) days only unless otherwise stated above. Unless otherwise agreed in writing, the information herein is a proposal only and should not be construed as a promise to perform absent the separate execution of a mutually acceptable contract.  
 Topper reserves the right to revise and reprice any estimate or proposal if not accepted within thirty (30) calendar days from the date of submittal. Any such adjustment may reflect changes in market conditions, including but not limited to fluctuations in material costs, tariffs, labor rates, and other factors beyond Topper's control.

Exclusions: Any item not listed, Buy America / Buy American if not previously mentioned will not be included, any inspection beyond visual, sales tax, permits, prevailing wage, material escalation costs, liquidated damages, installation of bridge - catwalk - gangway - dock, etc., consequential damages, mill delays, any proposed modification to the scope of work will be processed as a change order, includes one design revision to engineering, any further revisions at the customer's request will be billed at our engineering hourly rate in the form of a change order, Topper Industries I LLC. Terms and Conditions are to be signed.

**Signature:** \_\_\_\_\_ **Date of Acceptance:** \_\_\_\_\_



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## City Commission Agenda Memo

**Meeting Date:** April 28, 2026  
**From:** Kevin Gorman, Public Works Director  
**Item Name:** Consideration of Change Order No. 1 with Big River Construction Inc. for Acrylic Surface Installation

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### Summary:

The Quincy Bessie Robinson Sport Court Rebuild project is nearing completion, with the base court infrastructure installed and ready for final surface treatment. The original project scope included standard court striping; however, staff has evaluated long-term durability, playability, community desires, and user experience and is recommending an upgraded finish.

The proposed acrylic sport surface system provides a more durable, slip-resistant, and visually defined playing surface compared to standard painted striping. This type of surface is commonly used in multi-sport court applications and improves usability for basketball, tennis, and pickleball.

In addition to the surface upgrade, the existing court amenities are outdated and do not meet current expectations for quality or multi-sport use. The change order includes replacement of basketball hoops and installation of new tennis and pickleball posts and nets to fully activate the space.

This approach allows the City to complete the project to a higher standard while construction is already mobilized, avoiding future retrofit costs and disruptions.

### Recommendation/Suggested Motion:

*"I move to approve change order no. 1 with Big River Construction in the amount of \$84,083.84 for the Quincy Bessie Robinson Sport Court Rebuild project."*

### Alternative:

None Recommended

### Fiscal Impact:

No budget adjustment is required; sufficient funds are available within the existing CIP budget, 065-429-6200780. The original bid was low enough that the better court surface could be added to this existing project.

### Attachments:

1. Change Order Form
2. Change Order Pricing
3. Proposed Sport Court Layout

**City of Warrenton**  
**Project: QBR Park Sport Court Rebuild**

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

**Change Order No. 1**

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

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

Owner: <b>City of Warrenton</b>	
Project: <b>QBR Park Sport Court Rebuild</b>	City Project #: 065-429-620078
Engineer: N/A	Engineer's Proj #: N/A
Contractor: Big River Construction Inc.	Contractor's #: 147632
Original Contract: 3/24/2026	Notice to Proceed Date: 3/25/2026
City Project Manager: Kevin Gorman, Public Works Director	
Project Location: <b>Quincy Bessie Robinson Park (TL# 81021DB07200)</b>	

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

Description: Increasing the current contract not-to-exceed price from **\$139,681.00** to **\$223,764.84**

**Work shall include:**

1. Plexipave surfacing, 25,200sf, blue and green with white lines installed.
2. (2) Dominator fixed height basketball hoops with 72" backboard installed.
3. (4) Pickleball nets, posts and sleeves installed. (1) Tennis net, posts and sleeves installed.
4. 60 Linear feet of 4' high galvanized divider fencing. 140 linear feet of 8' high black windscreen installed.

Original contract times: 163 Working days  Calendar days

5. Extend contract days 0 New contract days 0

Substantial Completion Date: 09/04/2026

This will require substantial completion by: 09/04/2026

**Attachments: Contractor's request and invoices**

Current Contract Price:	\$	139,681.00
Increase of this Change Order:	\$	84,083.84
Contract Price incorporating this Change Order:	\$	223,764.84

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

**RECOMMENDED**

**ACCEPTED:**

**ACCEPTED:**

Henry A. Balensifer III, Mayor

Engineer signature

Contractor signature

Owner Signature/Title

Date:

Date:

Date:

Approved by Funding Agency (if applicable):

Agency:

Title:

Date:

**Project Status Form**

Owner: **City of Warrenton**  
 Project: **QBR Park Sport Court Rebuild**      0      City Project #: 065-429-620078  
 Engineer: N/A      0      Engineer's Proj #: N/A  
 Contractor: Big River Construction Inc.      0      Contractor's #: 147632  
 Original Contract: \$139,681.00      0 Notice to Proceed Date: 3/25/2026  
 City Project Manager: Kevin Gorman, Public Works Director  
 Project Location: **Quincy Bessie Robinson Park (TL# 81021DB07200)**

CO	Change Order Amount/ Allowance Amt.	C.O. Days	Commission Date	REASON FOR CHANGE
	New Contract Amount	New Total	New Final Comp. Date	
#1	\$ 84,083.84	\$223,764.84	September 4, 2026	Adding acrylic surfacing and upgraded park amenities.
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				
#13				

Project Summary		
Contract amount	Contract days	Completion Date
\$ 223,764.84	163	September 4, 2026

**Budget**

**SW Birch Ct Reconstruction**

		Budget	Spent	Big river	Engineering
029-430-620077	Water	\$ 53,000.00	\$ 22,475.98	\$ 13,048.28	\$ 9,427.70
					\$ -
					\$ -
028-430-620023	SD	\$ 48,000.00	\$ 20,429.16	\$ 12,044.57	\$ 8,384.59
					\$ -
					\$ -
040-431-620076	Streets	\$ 99,000.00	\$ 41,934.41	\$ 25,092.86	\$ 16,841.55
<hr/>					
TOTAL		\$ 200,000.00	\$ 84,839.55	\$ 50,185.71	\$ 34,653.84

**2 Pacific Ace Quote - Added to contract**

<b>Labor:</b>	Quant	Unit		Unit Price	Total
Supervisor	10	HR	*	\$ 113.00	\$ 1,130.00
sub total					<b>\$ 1,130.00</b>

<b>Sub &amp; Misc.:</b>	Quant	Unit		Unit Price	Total
Pacific Ace - base bid	1	LS	*	\$ 72,700.00	\$ 72,700.00
Pacific Ace - added color	1	LS	*	\$ 2,300.00	\$ 2,300.00
	0		*	\$ -	\$ -
sub total					<b>\$ 75,000.00</b>

**NOTES: Pacific Ace Quote Attached**

<b>Markups</b>		
<i>Materials</i>	17%	\$ -
<i>Equipment</i>	17%	\$ -
<i>Labor</i>	22%	\$ 248.60
<i>Subcontractor</i>	8%	\$ 6,000.00
<b>Total</b>		<b>\$ 6,248.60</b>

<b>Add-On</b>		
Bond	1.5%	\$ 1,235.68
OR Serv. Crg.	0.57%	\$ 469.56
<b>Total</b>		<b>\$ 1,705.24</b>

**Grand Total** **\$ 84,083.84**

# PACIFIC ACE LLC

Surfacing Solutions

www.homecourtconstruction.com

Alex Havens

PRESIDENT

503.320.8276

3613 NE 36th Ave  
Vancouver, WA 98661

www.homecourtconstruction.com  
paciface.llc@gmail.com

**DATE:** April 16, 2026  
**CUSTOMER:** Big River  
Warrenton project  
[Ryan](#)

**Scott Havens C 503-341-7641**  
[4scotthavens@gmail.com](mailto:4scotthavens@gmail.com) Sales Manager  
Alex Havens, President,  
503-320-8276 paciface.llc@gmail.com

OR License: 175574  
WA License: PACIFAL921KB

Quote By	JOB LOCATION	PAYMENT TERMS	INSTALL DATE
Scott Havens	Quincy Park.	N15	June?

ITEM NO	Qty	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
		new paving 210x120 size (25,200 SF)			
		<i>Demo old hoops by Big River</i>			
	60	4' high fence, galvanized, no gates.	LF		3,400.00
	2	New Dominator fixed height hoops, 72" backboard glass with pads aluminum, good for the coast. Installed		3700.00	7,400.00
	4	Pickleball nets, posts and sleeves. Edwards brand posts excellent quality, black with brass trim.	SETS	3050.00	12,200.00
	1	Tennis net posts and sleeves and net, Edwards.	SET	3250.00	3,250.00
		Surfacing, one AR, 3 coats Dark Blue color, white lines. PLEXIPAVE			42,900.00
		<i>(assumes asphalt is good planarity, good drainage 1% + no humps or valleys, 3/8 aggregate. )</i>			
		White line striping included. as per drawing. 4 PB courts on right. Basketball center, tennis on left.			
		Add for two colors: 2300.00			
	140	8' black windscreen, installed	LF		3,550.00
		Standard Pac Ace insurance. No bonding. PREVAILING WAGES			

**SUB TOTAL:**  
**SALES TAX:**  
**GRAND TOTAL:** 72,700.00

+2,300 for  
two color opt.

Scott Havens 503-341-7641  
Alex Havens 503-320-8276

BY: PACIFIC ACE LLC

ACCEPTED

DATE



- PLAYING AREAS (ACRYLIC SURFACE)
- TRANSITION AREAS (ACRYLIC SURFACE)

## PROPOSED MULTI-USE COURT LAYOUT

Basketball | Pickleball | Tennis