



City of Warrenton City Commission
Regular Meeting Agenda
Tuesday, July 14, 2026 – 6:00 PM
City Hall, 225 S. Main, Warrenton, OR 97146

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

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 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.

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.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Consent Calendar**
 - A. City Commission Minutes 2026.06.09
 - B. City Commission Minutes 2026.05.26
4. **Reports & Presentations**
5. **Public Comment & Correspondence**
6. **Public Hearings**
7. **Business Items**
 - A. Requesting absence from August 25th City Commission Meeting
 - B. Award of Professional Services Contract - Alder Creek Drainage Assessment
 - C. 2026 Police Tahoe Purchase
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 Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, June 9, 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
Finance Director Jessica Barrett	Public Works Director Kevin Gorman
Fire Chief Brian Alsbury	Police Chief Mathew Workman
Planning Director Anne Marie Skinner	

There was unanimous consent to move item 7F right below public comment.

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. 2026-2027 Public Safety Dispatch Services Agreement – Police
- B. 2026-2027 Public Safety Dispatch Services Agreement – Public Works
- C. 2026-2027 Public Safety Dispatch Services Agreement – Fire
- D. 2025-2026 Drainage Ditch Maintenance Program Update

Commissioner Sollaccio asked Public Works Director Kevin Gorman about the ditch maintenance program. There was brief discussion on how a ditch is inspected and assessed.

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

4. Reports & Presentations

Commissioner Mitchell noted he attended the NW Housing meeting and provided a brief summary of the meeting.

Commissioner Sollaccio provided brief comments on the Maps Foundation open house event she attended.

City Manager Esther Moberg noted the code enforcement officer has started and that the community grant application period is now open.

Mayor Balensifer noted the Oregonians for Floodplain Protection meeting he attended and provided a summary of the meeting.

5. Public Comment & Correspondence

Written public comment was received from Eric Williamson and Kersten Valentine regarding rezone RZ-23-1.

7.F Consideration of Amplified Sound Permit and Street Closure - Spruce Up Warrenton 4th of July Parade

Public Works Director Kevin Gorman reviewed his staff report.

Motion:	Move to approve the amplified sound permit and the temporary road closure of the downtown vicinity as in the packet.				
Moved:	Mitchell				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

6. Public Hearing

- A. AP-2026-1 appeal of denial of CUP-26-1 and SDR-26-2 for the development of one 4-plex building and one 6-plex building at 40 N Main Ave.

Mayor Balensifer opened the public hearing regarding appeal AP-2026-1. Formalities followed. No conflicts of interest or ex parte contacts were reported. Commissioner Mitchell noted that he has visited the site. Mayor Balensifer noted that the hearing will be held DiNovo and there were no objections. Planning Director Anne Marie Skinner presented her staff report and provided a

history of the appeal, application and reviewed why the planning commission denied the application. There was brief discussion between the commission and Skinner. Fire Chief Brian Alsbury provided comments regarding how he would navigate a fire apparatus at the property. The applicant Gerardo Castro provided an email for the record. There was brief discussion between the commission and the applicant regarding additional parking for guests; the applicant noted that he is within the state code for parking. Mayor Balensifer asked for public testimony. No one spoke in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public testimony portion of the hearing. There being no further questions or comments, he closed the public hearing. There was brief discussion regarding the application.

Motion:	Move to approve AP-2026-1 and reverse the Planning Commission's denial decision of SDR-26-1 and CUP-26-1, by approving them, subject to the staff recommended conditions of approval listed in the staff report dated March 27, 2026, (and listed again below), and an additional condition of approval regarding backing onto a public street • Compliance with all applicable Title 16 requirements of the Warrenton Municipal Code (WMC), as required by WMC 16.40.060(F). • Provision of written approval from the Oregon Department of Transportation authorizing access to the site from U.S. Highway 104 prior to issuance of any City permits. • Where pathways cross a parking area, driveway, or street ("crosswalk"), they shall be clearly marked with contrasting paving materials, humps/raised crossings, or painted striping. An example of contrasting paving material is the use of a concrete crosswalk through an asphalt driveway. If painted striping is used, it shall consist of thermoplastic striping or similar type of durable application. • Compliance with the Uniform Fire Code, as amended, including administrative sections and all appendices and all the State of Oregon revisions, as adopted. • Prior to the City issuing any permits, the applicant shall submit a site plan revision providing that a pathway connect the north building entrance to the proposed Main Avenue sidewalk, thereby providing a pathway connection between the building entrances via the proposed Main Avenue sidewalk. The certificate of occupancy shall not be issued until the approved pathways are provided. • Paving of all driveways, parking areas, aisles, and turn-around areas with asphalt, concrete, or other comparable surfacing, in conformance with WMC 16.120.020(O)(1). • Construction of driveway aprons connecting to the public right-of-way with concrete surfacing meeting City construction standards. • Installation of proposed sidewalk improvements prior to issuance of a certificate of occupancy. • Approval of sanitary sewer and water plans by the City-appointed engineer prior to issuance of permits for sewer and water improvements.
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	• Demonstration of compliance with WMC Chapter 16.140, Stormwater and Surface Water Management, prior to issuance of any City permits. • Compliance with WMC Chapter 16.152, Grading, Excavating, and Erosion Control Plans, including submission and approval of grading plans, prior to obtaining any grading or construction permits and prior to commencement of site work. • Compliance with WMC 16.144.040 regarding signs. • Prior to the City issuing any permits, the applicant shall submit a revised site plan showing compliance with WMC 16.120.020.E: "Access to and from off-street parking areas shall not permit backing onto a public street."				
Moved:	Moha				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

- B. Public Hearing and consideration of Resolution No. 2733 Approving and Adopting a Supplemental Budget by making Appropriations for Municipal Purposes of the City of Warrenton for the fiscal year commencing July 1, 2025 and ending June 30, 2026

Mayor Balensifer opened the public hearing on regarding the supplemental budget. Formalities followed. No conflicts of interest or ex parte contacts were reported. Finance Director Jessica Barrett presented her staff report noting the supplemental budget is to transfer funds to allow for the purchase of the new library building. Mayor Balensifer asked for public testimony. No one spoke in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public testimony period. There being no further questions or comments, he closed the public hearing.

Motion:	Move to approve Resolution No. 2377 Approving and Adopting a Supplemental Budget.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

- C. Adoption of Fiscal Year 2026-2027 Budget; Resolution No. 2726

Mayor Balensifer opened the public hearing on the adoption of the Warrenton City Budget for Fiscal Year (FY) 2026-2027. Formalities followed. No conflicts of interest or ex parte contacts were reported. Finance Director Jessica Barrett presented her staff report on the budget, noting the budget was approved by the Budget Committee. Mayor Balensifer asked for public comments. No one spoke in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public comment period. There being no further questions or comments, he closed the public hearing.

Motion:	Move to adopt Resolution No. 2726.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

D. State Revenue Sharing

Mayor Balensifer opened the public hearing on the election to receive State Revenue Sharing funds. Formalities followed. No conflicts of interest or ex parte contacts were reported. Barrett presented the staff report. Mayor Balensifer asked for public testimony. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the comment period and closed the public hearing.

Motion:	Move to adopt Resolution No. 2722; A Resolution Declaring the City of Warrenton's Election to Receive State Revenues for Fiscal Year 2026-2027.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

7. Business Items

A. Adoption of the 2027-2032 Capital Improvement Program (CIP)

It was noted that the CIP was reviewed on April 8th at a work session. Mayor Balensifer requested a mid-year check in on the CIP, there were no objections.

Motion:	Move to adopt the 2027-2032 Capital Improvement Program.
Moved:	Moha

Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Resolution No. 2723 - Water Rates Adjustment

Public Works Director Kevin Gorman reviewed his staff report. He noted that it is a 4% increase.

Motion:	Move to conduct the first reading, by title, of Resolution No. 2723.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading by title only of Resolution No. 2723; Adopting Water Department Rates and Fees, Establishing July 1, 2026, as the Effective Date, and Repealing All Other Resolutions in Conflict.

C. Resolution No. 2724 - Sewer Rate Adjustment

Public Works Director Kevin Gorman reviewed his staff report noting that it is an 8% increase.

Motion:	Move to conduct the first reading, by title only, of Resolution No. 2724.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading by title only of Resolution No. 2724; Adopting Sewer Department Monthly Rates, Establishing July 1, 2026, as the Effective Date, and Repealing All Other Resolutions in Conflict.

D. Resolution No. 2731 - Sanitation Rate Adjustment

Public Works Director Kevin Gorman reviewed his staff report noting that it is a 20.8% increase.

Motion:	Move to conduct the first reading, by title only, of Resolution No. 2731.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer		X		
Passed:	4/1				

Mayor Balensifer conducted the first reading by title only of Resolution No. 2731; Adopting Sanitation Department Monthly Rates, Establishing July 1, 2026, as the Effective Date, and Repealing All Other Resolutions in Conflict.

E. Resolution No. 2732 - Recycling Rate Adjustment

Public Works Director Kevin Gorman reviewed his staff report he noted that it is a 2.1% increase and that this is a pass through. Dan Blue from Recology provided a few brief comments noting that is a CPI driven adjustment. There was brief discussion regarding the cost of medical waste disposal.

Motion:	Move to conduct the first reading, by title, of Resolution No. 2732.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading by title only of Resolution No. 2732; Adopting New Rates and for Residential Recycling Services, Establishing July 1, 2026, as the Effective Date, and Repealing All Other Resolutions in Conflict.

F. Consideration of Amplified Sound Permit and Street Closure - Spruce Up Warrenton 4th of July Parade

Discussed earlier in the meeting after public comment.

G. Request to Award Construction Contract for the City of Warrenton Raw Waterline RP-3/4 Project

Public Works Director Kevin Gorman reviewed his staff report noting that bids came back under the engineer's estimate.

Motion:	Move to approve the award of the construction contract for the Raw Waterline RP-3/4 Project to Big River Construction, Inc. in the amount of \$968,330.00 and authorize a contingency not to exceed 10% of the contract amount.				
Moved:	Mitchell				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

H. Public Safety Fee Ordinance Second Reading and Adoption

Fire Chief Brian Alsbury reviewed his staff report. It was noted that the fee is for commercial and industrial accounts based on water meter size.

Motion:	Move to conduct the second reading by title only of Ordinance Number, 1302.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the second reading by title only of Ordinance Number, 1302, an ordinance of the city commission of the city of Warrenton Oregon authorizing the establishment of a public safety fee, enacting section 33 to municipal code chapter 3.

Motion:	Move to adopt Ordinance Number 1302.				
Moved:	Poe				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			

	Balensifer	X			
Passed:	5/0				

I. Resolution No. 2730 - Public Safety Fee

Fire Chief Brian Alsbury reviewed his staff report.

Motion:	Move to conduct the first reading by title only of Resolution 2730.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading by title only of Resolution 2730, a resolution repealing resolution 2709 and establishing public safety fee rates.

It was clarified that Ordinance No. 1302 needs to go into effect 30 days from its passage.

8. Discussion Items

9. Good of the Order

Mayor Balensifer provided brief comments regarding the condition of the Quincy Robinson Park bathrooms; City Manager Esther Moberg provided brief comments in response to how the bathrooms are maintained and locked.

10. Executive Session

11. Adjournment

There being no further business, Mayor Balensifer adjourned the meeting at 7:31 pm.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Hanna Bentley, CMC, City Recorder



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, May 26, 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
Finance Director Jessica Barrett	Public Works Director Kevin Gorman
Fire Chief Brian Alsbury	Police Chief Mathew Workman

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 2026.05.12
- B. Police Department Statistics Report April 2026

Mayor Balensifer asked Police Chief Mathew Workman about the police department statistics report; Workman responded and clarified the report.

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

City Manager Esther Moberg noted that she provided an updated IGA for the City Commission under item 7A. There was unanimous consent replace the item in the packet with the updated IGA.

4. Reports & Presentations

Commissioner Poe noted the CREST budget meeting he attended.

Commissioner Sollaccio noted the CEDER budget meeting she attended and noted the Ceder Awards.

Commissioner Moha noted the forum regarding teenage homelessness in the county.

Commissioner Mitchell noted the American Legion Post 12 Memorial Day event he attended.

Mayor Balenisfer noted he attended the VFW 10580 Memorial Day event and CEDER awards event he attended.

5. Public Comment & Correspondence

Written public comment was received from Emily Reyneke.

Kersten Valentine and Eric Williamson provided comments on rezone Ordinance No. 1300. Mayor Balenisfer noted that their public comment time expired and asked the commission if there was unanimous consent to extend the time to complete the question. There were no objections. Valentine and Williamson continued public comment. Mayor Balenisfer provided brief comments regarding the rezone.

6. Public Hearing

7. Business Items

A. Warrenton Rural Fire District IGA (Intergovernmental Agreement)

Fire Chief Brian Alsbury reviewed the IGA between the City of Warrenton, and the Warrenton Rural Fire District is currently up for a five year renewal. He noted that there was an update to section 5 that clarifies that the rural fire district is responsible for repair and replacement of the fire hydrants. There was brief discussion on replacement/repair of fire hydrants and liability coverage.

Motion:	Move to approve the Warrenton Rural Fire District IGA for fire protection and emergency services as amended and presented to the dais between the City of Warrenton and Warrenton Rural Fire District.				
Moved:	Moha				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Public Safety Fee Ordinance

Moberg reviewed the staff report noting the fee was originally enacted via resolution but after further review by staff and legal it needs to be enacted by ordinance. Finance Director Jessica Barrett noted that this will have to be billed through accounts receivable and not utility bills.

Motion:	Move to conduct the first reading by title only of Ordinance Number, 1302, an ordinance of the city commission of the city of Warrenton Oregon authorizing the establishment of a public safety fee, enacting section 33 to municipal code chapter 3.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading by title only of Ordinance Number, 1302, an ordinance of the city commission of the city of Warrenton Oregon authorizing the establishment of a public safety fee, enacting section 33 to municipal code chapter 3.

C. Consideration of Street Closure at SE 2nd St and Marlin Dr

Public Works Director Kevin Gorman reviewed the staff report noting that to safely complete the culvert replacement work, a full closure of SE 2nd Street is required for up to four days. Construction activities are currently scheduled to begin on May 27, 2026 and the closure will be intermittent.

Motion:	Move to approve the temporary road closure of SE 2nd St beginning May 27, 2026, for up to four days to support the City's culvert replacement project.				
Moved:	Sollaccio				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

8. Discussion Items

9. Good of the Order

Commissioner Mitchell asked the City Manager Esther Moberg regarding insurance retrieval for the fire department; Moberg responded.

10. Executive Session

11. Adjournment

There being no further business, Mayor Balensifer adjourned the meeting at 6:36 pm.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Hanna Bentley, CMC, City Recorder



City Commission Agenda Memo

Meeting Date: July 14, 2026

From: Esther Moberg, City Manager

Item Name: Requesting absence from August 25th City Commission Meeting

Summary:

City Manager is out on leave (vacation) August 25th through September 6th and requests commission approval to miss the City Commission meeting on August 25th. The City manager will appoint an acting cm in her absence.

Recommendation/Suggested Motion:

I move to approve the city manager's absence from the City Commission meeting on August 25th.

Alternative:

Fiscal Impact:

Attachments:

None



City Commission Agenda Memo

Meeting Date: July 14, 2026
From: Rock Haglund, PW Foreman
Item Name: Award of Professional Services Contract - Alder Creek Drainage Assessment

Summary:

This item is for Commission consideration of the award of a professional services contract to Lower Columbia Engineering, LLC for the Alder Creek Drainage Assessment.

The City received four qualified responses to the Request for Qualifications, with competitive scoring between the firms. Lower Columbia Engineering received the highest final average score and was selected as the top-ranked firm.

The proposed scope focuses on evaluating current conditions within the Alder Creek drainage area. Work will include review of existing studies and hydraulic information, field investigation of channel and built conditions, evaluation of sediment accumulation and drainage constraints, collection of community testimony as needed, and observations during the rainy season.

The goal of the assessment is to better understand how the system is functioning today and develop practical, planning-level recommendations for future maintenance, permitting, and capital improvement decisions. The project is expected to extend through the upcoming winter months, with written findings and recommendations anticipated in Spring 2027.

Recommendation/Suggested Motion:

"I move to award the Alder Creek Drainage Assessment professional services contract to Lower Columbia Engineering, LLC in an amount not to exceed \$75,000."

Alternative:

None recommended.

Fiscal Impact:

There are sufficient funds in the FY 2026-2027 approved budget for this project. No additional fiscal impact is anticipated.

Attachments:

1. Alder Creek RFQ Evaluation Summary 5/20/26
2. City of Warrenton Contract for Professional Consulting Services

RFQ -- Scoring Total Sheet

City of Warrenton Alder Creek Drainage Assessment

Date Issued: May 20, 2026

Firm: West Consultants		EVALUATOR:			
			1	2	3
Criteria	Description	Max Points	Score	Score	Score
1	Firm's experience successfully completing similar projects and individual Project Team member experience	40 points	36	40	36
2	References indicating successful projects of this type	20 points	20	20	17
3	Understanding and approach to project	40 points	36	30	39
Total		100	92	90	92
					Final Average Score: 91.33

Firm: Firwood Design Group		EVALUATOR:			
			1	2	3
Criteria	Description	Max Points	Score	Score	Score
1	Firm's experience successfully completing similar projects and individual Project Team member experience	40 points	35	30	37
2	References indicating successful projects of this type	20 points	18	20	19
3	Understanding and approach to project	40 points	38	30	38
Total		100 Points	91	80	94
					Final Average Score: 88.33

Firm: Lower Columbia Engineering		EVALUATOR:			
			1	2	3
Criteria	Description	Max Points	Score	Score	Score
1	Firm's experience successfully completing similar projects and individual Project Team member experience	40 points	38	40	34
2	References indicating successful projects of this type	20 points	18	20	15
3	Understanding and approach to project	40 points	39	40	40
Total		100	95	100	89
					Final Average Score: 94.67

Firm: Windsor Engineers		EVALUATOR:			
			1	2	3
Criteria	Description	Max Points	Score	Score	Score
1	Firm's experience successfully completing similar projects and individual Project Team member experience	40 points	38	40	38
2	References indicating successful projects of this type	20 points	18	20	20
3	Understanding and approach to project	40 points	39	35	34
Total		100	95	95	92
					Final Average Score: 94.00

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

CONTRACT:

This Contract made and entered into this day of July, 2026, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Lower Columbia Engineering, 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. Proposal Dated June 23rd, 2026 for the Alder Creek Drainage Assessment.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$75,000 for performance of Evaluating Existing Conditions, Flood Assessment Report, and Project Management of the Alder Creek Drainage Assessment;

B. The CONSULTANT will submit a final invoice referencing Alder Creek Drainage Assessment 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 **Andrew Niemi, PE.**

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:  6/26/2026

Printed Name: Andrew D. Niemi Date

ATTEST: _____
Hanna Bentley, City Recorder

Title: Principal Engineer



Alder Creek Drainage Assessment Scope of Services

City of Warrenton

LCE Project No. 3823

Date: June 23, 2026

A. Evaluate Existing Conditions (\$40,000)

1. Review provided existing data, reports, models, etc. including:
 - a. Stormwater Master Plan
 - b. WEST Flood Analysis PDFs and HEC-RAS model
 - c. Additional flooding info and testimony
 - d. Tide gate plans, reports and maintenance info
 - e. Columbia River gage
 - f. Storm data
2. Field Investigation- Focus assessment on approximate 390-acre Alder Creek Catchment called out in the WEST/Conсор capital improvements. Include additional peripheral acreage that contributes to this catchment to have full understanding of drainage and catchment influences.
 - a. Topographic survey and LIDAR
 - b. Wetland and riparian investigation
 - c. Channel conditions
 - i. Sediment accumulation
 - ii. Floodplain, banks, soil, vegetation alterations
 - d. Built conditions
 - i. Road/trail crossings
 - ii. Tide gate assembly, operation, and condition
 - e. Collect testimony as needed
 - f. Observations during rainy season
3. Develop existing conditions models and reports:
 - a. CAD plans of area with described existing conditions
 - b. HEC-RAS hydraulic model for catchment's flow
 - c. Summary letter of discoveries and causes of flooding

B. Flooding Assessment Report (\$25,000)

1. Assess potential solution alternatives
2. Develop preliminary solution schematics/maps



3. Estimate preliminary solution costs for City planning
4. Assess and describe potential permitting processes
5. Provide detailed summary of potential alternatives with above items and clear proposal for next step recommendations the City can undertake to address the issue at hand

C. Project Management (\$10,000)

1. Meetings and coordination with City and stakeholders
 - a. Kickoff meeting
 - b. Email/phone updates and meetings to discuss project as needed
 - c. Presentation of final findings at City Commission
2. Coordination with overlapping projects

Proposed Not-to-Exceed Project Budget: \$75,000

*Potential additional services to consider (not included in current scope or budget)

- Bore sampling
- Water level data loggers over extended period of time
- Detailed bathymetry logger



City Commission Agenda Memo

Meeting Date: July 14, 2026
From: Mathew Workman, Police Chief
Item Name: 2026 Police Tahoe Purchase

Summary:

The Warrenton Police Department budgeted for two 2026 Chevrolet Tahoe 4x4 patrol vehicles to be purchased. Dick Hannah Chevrolet has a State Contract (#PO-10700-00012917) to sell Chevrolet Police vehicles. The current contract price is \$57,597.20 plus the Oregon Corporate Activity tax of \$215.99, and the Oregon Privilege tax of \$287.99 for a total of \$58,101.18.

Recommendation/Suggested Motion:

"I move to approve the Goods and Services contract between Dick Hannah Chevrolet and the City of Warrenton to purchase one 2026 Chevrolet Tahoe 4x4 patrol vehicle in the amount of \$58,101.18."

Alternative:

Not to purchase the vehicle and continue to use the current aging patrol vehicle.

Fiscal Impact:

The purchase of two vehicles is budgeted in the FY 2026-2027 Budget for \$180,000, with the remainder of the funds to purchase and install equipment on the vehicles.

Attachments:

1. Goods Contract - Dick Hannah

CITY OF WARRENTON CONTRACT FOR GOODS AND SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2026, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Dick Hannah Chevrolet 36936 Hwy 26 Sandy, OR 97055, 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: Dick Hannah Chevrolet)

- A. CONTRACTOR shall provide goods and services for the City of Warrenton, as outlined in its attached quote, dated June 23, 2026, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$58,101.18 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, 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 Mathew Workman.

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning

such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

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

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

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry Balensifer III, Mayor Date

ATTEST:

Hanna Bentley, City Recorder Date

CONTRACTOR:

BY: _____
Date

Updated 08/25

EXHIBIT A

QUOTE

From: Dick Hannah Chevrolet
36936 HWY 26
SANDY, OR 97055

To: City of Warrenton
225 S Main Ave
Warrenton, OR 97146

Invoice# G26482

Date: 06/23/2026

QUANTITY	DESCRIPTION*	UNIT PRICE	TOTAL
1	2026 Chevy Tahoe PPV 1GNS6UEDXTE345456	\$57,597.20	
	Privilege Tax	\$287.99	
	CAT Tax	\$215.99	
		TOTAL	\$58,101.18