



# City of Clatskanie

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Regular Council Meeting Agenda  
Clatskanie Council Chambers  
October 7, 2026 @ 7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Public Comment
4. Consent Agenda
  - o Regular Meeting Minutes for September 2, 2026
5. Resolutions & Ordinances
  - o Resolution 2026-12: A Resolution Transferring Appropriations from Water Fund Contingency to Water Fund Contract Services
6. New Business
  - o Contract Approval for a Water Master Plan
  - o City Logo Concepts Review
7. Staff Updates
  - o City Manager
  - o Finance Manager
  - o Public Works Director
8. Partner Updates
  - o Parks & Recreation District
  - o Sheriff's Office
9. Council Updates
  - o Councilors
  - o Mayor
10. Adjournment



# City of Clatskanie

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Regular Council Meeting Minutes  
Clatskanie Council Chambers  
September 2, 2026 @ 7:00 PM

**Councilors Present:** Mayor Robert Brajcich; Bob Emminger; Jeff Horness; Russell Finney-Leggroan; Amanda Owen (Zoom); Bruce Jolma; Heidi White

**Staff Present:** N.J. Johnson, City Manager; Mitch Warren, Public Works Director; Kierza Hammill, Finance Manager/City Recorder; Therese Ure Stix, City Attorney (Zoom)

**Agency Partners Present:** Lt. Shaun McQuiddy, Columbia County Sheriff's Office; Cyndi Warren, Clatskanie Parks & Recreation District;

1. Mayor **Brajcich** called the meeting to order at 7:00 PM and then led the Pledge of Allegiance.

## 2. Public Comment

- o **Donna Garlock** spoke regarding fireworks and referenced previous Council discussions and action directing enforcement of Oregon fireworks laws. She questioned why a fireworks incident she reported this year resulted in a warning rather than a citation. Mayor Brajcich stated that Lt. McQuiddy would address the issue during the Sheriff's Office report. Larry Reandeau noted that the previous report indicated the individual had been warned.
- o **Troy Horton** asked Council to consider allowing accessory dwelling units (ADUs) within the city. He stated that although Clatskanie is not required by state law to allow ADUs, it could choose to permit appropriately regulated ADUs. Horton discussed potential benefits for aging residents, caregivers, families, housing availability, property values, and community growth. Mayor Brajcich stated that the City could gather additional information and consider the issue.
- o **Deborah Hazen** discussed an article from the local PUD regarding increased water spill requirements at Columbia River dams. She shared concerns raised in the article regarding impacts to fish and electricity rates.
- o **Larry Reandeau** requested that individuals participating in Council meetings remotely, including Councilors, attorneys, and others, be identified at the beginning of the meeting so members of the public know who is participating. Mayor Brajcich agreed that remote Councilors and City representatives should be announced.

### 3. Consent Agenda

- o *Regular Meeting Minutes for August 5, 2026*

**Horness** made a motion to accept the minutes as written; **Emminger** seconded the motion. The **Mayor** called a vote. The motion passed.

**Mayor**, aye; **Emminger**, aye; **Horness**, aye; **Finney-Leggroan**, aye, **Jolma**, aye; **White**, aye; **Owen**, aye.

### 4. Resolutions & Ordinances

- o Resolution 2026-11: Authorizing Staff to Apply for the Regional Infrastructure Fund Grant

**Johnson** presented Resolution 2026-11 authorizing staff to apply for Regional Infrastructure Fund funding through Business Oregon. **Johnson** explained that the funding opportunity could provide up to \$1 million toward the wastewater treatment plant project and that an authorizing resolution was required as part of the application.

**Jolma** made a motion to approve the Resolution; **Horness** seconded the motion. The **Mayor** called a vote. The motion passed.

**Mayor**, aye; **Emminger**, aye; **Horness**, aye; **Finney-Leggroan**, aye, **Jolma**, aye; **White**, aye; **Owen**, aye.

### 5. New Business

- o *League of Oregon Cities 2027-28 Legislative Priorities*

**Johnson** reviewed potential League of Oregon Cities legislative priorities and explained that each member city could select five issues for LOC to prioritize during the 2027–28 legislative biennium. Council discussed the priorities most applicable to Clatskanie, including cybersecurity, infrastructure funding, ratepayer assistance, workforce development, and energy transmission capacity. Discussion included the potential benefit of direct ratepayer assistance given anticipated utility costs, concerns regarding administrative costs associated with assistance programs, the potential impact of infrastructure funding on rates, and the difficulty of recruiting and retaining qualified water and wastewater operators.

Following discussion, the Council selected the following five priorities:

1. Support Municipal Cybersecurity Proficiency
2. Infrastructure Funding
3. Direct Ratepayer Assistance Programs
4. Water and Wastewater Workforce Development
5. Strengthening Economic and Workforce Development

**Emminger** made a motion to recommend the priorities. **Horness** seconded the motion. The **Mayor** called a vote. The motion passed.

**Mayor**, aye; **Emminger**, aye; **Horness**, aye; **Finney-Leggroan**, aye, **Jolma**, aye; **White**, aye; **Owen**, aye.

## 6. Staff Updates

### o *City Manager:*

**Johnson** reported that staff and legal counsel continued working with Charter Communications on the cable franchise agreement, which was expected to return to Council in October. Lost Locals had received the City's information for the branding/logo project and was beginning development of concepts. **Johnson** also reported attending his first meeting with the Clatskanie Community Emergency Response Team (CERT) and discussed the group's role and his plans for additional emergency-management training.

### o *Finance Manager:*

**Hammill** mentioned that the budget remained strong early in the fiscal year. Larger accounts payable expenditures included approximately \$64,000 for annual liability insurance, approximately \$10,000 for the first of three audit payments, and approximately \$248,000 related to wastewater treatment plant construction. Other expenditures and financial activity remained steady.

### o *Public Works Director:*

**M. Warren** reported that force mains for the wastewater treatment plant project had been connected and work was progressing toward the headworks slab. Proposals for the Water Master Plan were expected by the end of the week. The recent cybersecurity issue affecting the water plant had been addressed, with no additional issues reported.

**M. Warren** also mentioned maintenance and project work including UV bulb and sleeve maintenance at the existing wastewater plant, storm drain work, curb painting near the Amber/Bel Air area to reinforce no-parking restrictions, meter reading and shutoffs, removal of a tree from the river, installation of a new dock, and upcoming work on Bryant Street, Legion Lane, sewer laterals on Poplar and Spring Streets, and a manhole project.

## 7. Partner Updates

### *o Parks & Recreation District*

**C. Warren** noted strong use of the park for fall football and soccer. The pool had closed for the season and the winter cover had been installed. She also reported a successful summer season and strong park activity associated with community events.

### *o Sheriff's Office*

**Lt. McQuiddy** reported approximately 189 calls for service during August, compared with 240 during July, and noted increased law enforcement activity around the schools following the beginning of the school year.

At the request of the **Mayor**, **Lt. McQuiddy** addressed concerns raised during public comment regarding illegal fireworks enforcement. He explained the differences between a violation and criminal enforcement, officer discretion, evidentiary requirements, and the time and resources associated with criminal citations or arrests. He reported that deputies assigned to Clatskanie during the July 4 period had been specifically instructed to document fireworks complaints and that eight complaints were received within the City during the reporting period. **Lt. McQuiddy** stated that deputies responded to and evaluated the complaints appropriately and discussed the possibility of the City considering a local ordinance that could provide a more practical enforcement mechanism than relying solely on state criminal law.

## 8. Council Updates

### *o Councilors*

- **Jolma** thanked **Lt. McQuiddy** for the explanation regarding fireworks enforcement. He stated that he had understood the intent of Council's prior

action to be issuance of citations rather than arrests and expressed support for considering a City ordinance establishing a lower-level local penalty for illegal fireworks.

- **Finney-Leggroan** also noted his appreciation for **Lt. McQuiddy** providing historical context as well as information regarding fireworks enforcement.
- **Horness** stated he preferred law enforcement resources to be focused on more serious matters and noted the significant time and resources that can be involved in criminal fireworks enforcement.
- **Emminger** discussed his own experiences with pets reacting to fireworks – noting that there are reactions but giving examples of how his family prepares.

o *Mayor*

**Mayor Brajcich** thanked **Lt. McQuiddy** for his explanation and expressed support for Council considering a City ordinance providing a local penalty for illegal fireworks rather than relying exclusively on criminal enforcement under state law. He further recognized the passing of Dolly Parton and spoke about her career and ability to bring people together.

**Mayor Brajcich** recognized the three mayoral candidates present: Shaun **Ripplinger**, Glenn **Rhodes**, and Deborah **Hazen**. He announced that a candidate meet-and-greet/forum would be held by the Clatskanie Chamber of Commerce on October 22. Finally, the **Mayor** reminded the public that school was back in session and encouraged motorists to watch for children and school buses.

9. **Mayor Brajcich** adjourned the meeting at 8:18 PM

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Robert Brajcich, Mayor

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Kierza Hammill, City Recorder



## City of Clatskanie

Meeting Date: October 7, 2026

Subject: Transfer of Appropriations to Support Water Master Plan

Prepared By: N.J. Johnson, City Manager

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### **BACKGROUND:**

In late June 2026, the Oregon Health Authority (OHA) provided notice to the City that its current 2006 Water Master Plan will be expiring at the end of its 20-year planning horizon. The notice included a mandate that the City complete an updated water master plan in 2027. In response to this, staff posted a request for proposals (RFP) on August 5, 2026. Staff scored the proposals and negotiated a price with the prevailing proposer of \$99,800. The City did not budget for this since staff were noticed by OHA at the beginning of the current fiscal year. Master plans take 8-14 months to complete so it could not be completed within OHA's timeline if pushed to the next fiscal year.

### **ANALYSIS:**

The City has the ability to transfer contingency funds within the Water Fund to cover unexpected costs such as this; see ORS 294.463. When the use of contingency is under 15% of the fund budget (\$159,946.50 of \$1,066,310 in the case of the Water Fund), the appropriations transfer may be adopted by resolution rather than a budget adjustment. With the contract being for \$99,800, this transfer may be adopted via resolution.

There is \$129,088 in the Water Fund contingency and none of it has been used to date. If this transfer were approved, \$29,288 would remain in this contingency fund. Staff are comfortable with this amount as unexpected expenses like this water master plan are exactly what contingency funds are meant to be spent on. Using designated contingency funds is preferable to using the Timber Infrastructure & Improvement Fund.

### **FINANCIAL IMPACT:**

\$99,800 would be transferred from Water Fund contingency to support the cost of the water master plan update. \$29,288 would remain in this contingency fund.

**RECOMMENDATION:**

Staff recommend adopting Resolution 2026-12, which would transfer \$99,800 from Account No. 04-410-4000 - Water Fund Contingency to Account No. 04-410-2250 - Water Fund Contract Services to support the cost of the water master plan update.

**SUGGESTED MOTION:**

I move to adopt Resolution 2026-12: A Resolution Transferring Appropriations from Water Fund Contingency to Water Fund Contract Services.

**EXHIBITS:**

- A) Resolution 2026-12: A Resolution Transferring Appropriations from Water Fund Contingency to Water Fund Contract Services

**CITY OF CLATSKANIE  
RESOLUTION 2026-12**

**A RESOLUTION OF THE CITY OF CLATSKANIE, OREGON TRANSFERRING  
APPROPRIATIONS FROM WATER FUND CONTINGENCY TO WATER FUND CONTRACT  
SERVICES**

**WHEREAS**, in July 2026, Oregon Health Authority mandated the City of Clatskanie complete a water master plan update in 2027;

**WHEREAS**, City staff solicited proposals for an engineering consultant to complete a water master plan update;

**WHEREAS**, the proposed contract with the highest scoring proposer is for \$99,800;

**WHEREAS**, funds for a water master plan were not budgeted for in the current fiscal year, in which the City needs to begin this work to comply with Oregon Health Authority's mandated timeline;

**WHEREAS**, ORS 294.463 provides that municipalities may transfer appropriations within a fund up to 15% of the total fund's appropriations via resolution;

**WHEREAS**, the Water Fund has sufficient funds in their contingency to support this unexpected cost.

**NOW, THEREFORE, IT IS RESOLVED AND ORDERED** by the Council of the City of Clatskanie that \$99,800 be transferred from Account No. 04-410-4000 - Water Fund Contingency to Account No. 04-410-2250 - Water Fund Contract Services to support the water master plan update.

Adopted by Council this 7th day of October, 2026.

| <u>ROLL CALL ADOPTION</u> | <u>AYE</u> | <u>NAY</u> | <u>ABSENT</u> | <u>ABSTAIN</u> |
|---------------------------|------------|------------|---------------|----------------|
| Mayor: Robert Brajcich    | [ ]        | [ ]        | [ ]           | [ ]            |
| Councilors: Bob Emminger  | [ ]        | [ ]        | [ ]           | [ ]            |
| Russell Finney-Leggroan   | [ ]        | [ ]        | [ ]           | [ ]            |
| Jeff Horness              | [ ]        | [ ]        | [ ]           | [ ]            |
| Bruce Jolma               | [ ]        | [ ]        | [ ]           | [ ]            |
| Amanda Owen               | [ ]        | [ ]        | [ ]           | [ ]            |
| Heidi White               | [ ]        | [ ]        | [ ]           | [ ]            |

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Robert Brajcich, Mayor

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Kierza Hammill, City Recorder



## City of Clatskanie

Meeting Date: October 7, 2026  
Subject: Water Master Plan Contract  
Prepared By: N.J. Johnson, City Manager

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### **BACKGROUND:**

In late June 2026, the Oregon Health Authority (OHA) provided notice to the City that its current 2006 Water Master Plan will be expiring at the end of its 20-year planning horizon. The notice included a mandate that the City complete an updated water master plan in 2027. In response to this, staff posted a request for proposals (RFP) on August 5, 2026 for a qualified engineer to complete this work with proposals due on September 4, 2026.

### **ANALYSIS:**

Four firms submitted proposals to the City. Proposers were scored on their cover letter, project understanding & approach, scope of services or work plan, project schedule, key personnel, and previous project examples & references. The overall scores were as follows:

| Proposing Firm                                    | Overall Score (__/100) |
|---------------------------------------------------|------------------------|
| Lower Columbia Engineering                        | 74.75                  |
| <b>Oregon Water Rights Solutions and Planning</b> | <b>93.75</b>           |
| Tetra Tech                                        | 86.75                  |
| Verdantas                                         | 74.75                  |

Review Team: Public Works Director Mitch Warren, Water Treatment Operator II Dan Smith, City Manager N.J. Johnson

Oregon Water Rights Solutions and Planning (OWRSP) scored the highest both cumulatively and individually by each scorer. The City issued a notice of intent to award on September 10, 2026 and notified the other proposers. Following a protest period with no objection, the City was able to officially award the project to OWRSP on September 18, 2026.

Staff met with OWRSP and negotiated the contract and scope of work attached as **Exhibit A**. Staff do not recommend including the optional Task 19 for a water management and conservation plan. It is not required by OHA and Clatskanie's water supply is excellent.

**FINANCIAL IMPACT:**

The contract is for \$99,800. Provided Resolution 2026-12 was approved, the City has sufficient funds in place for this contract.

**RECOMMENDATION:**

Staff recommend that Council authorize City Manager Johnson to enter into a contract with Oregon Water Rights Solutions and Planning for a water master plan as written without Task 19.

**SUGGESTED MOTION:**

I move that Council authorize City Manager Johnson to enter into a contract with Oregon Water Rights Solutions and Planning for a water master plan as written without Task 19.

**EXHIBITS:**

- A) Oregon Water Rights Solutions and Planning Contract
  - Attachment A Proposed Scope of Work
  - Attachment B Compensation
  - Attachment C Project Schedule



# Professional Services Agreement for the City of Clatskanie Water Master Plan 2027



|                         |                                                     |
|-------------------------|-----------------------------------------------------|
| <b>Effective Date</b>   | October 8, 2026                                     |
| <b>City</b>             | City of Clatskanie, an Oregon municipal corporation |
| <b>Consultant</b>       | Oregon Water Rights Solutions and Planning LLC      |
| <b>Project</b>          | City of Clatskanie Water Master Plan 2027           |
| <b>Final Completion</b> | No later than June 15, 2027                         |

**Agreement.** The City of Clatskanie and Oregon Water Rights Solutions and Planning LLC enter into this Professional Services Agreement for preparation of the City of Clatskanie Water Master Plan 2027. The Consultant will provide the services in Attachment A after the City issues a written notice to proceed, and the City will compensate the Consultant as stated in Attachment B.

## 1 Agreement and Project

This Agreement is between the City of Clatskanie, referred to as the City, and Oregon Water Rights Solutions and Planning LLC, referred to as the Consultant. The parties intend this Agreement to govern the professional engineering, planning, hydraulic modeling, GIS, financial analysis, and related services for the Project.

The Agreement consists of this document, Attachment A Scope of Services and Schedule, Attachment B Compensation, and signed amendments.

## 2 Consultant Services

The Consultant shall perform the services described in Attachment A. The Consultant may determine the means and methods used to perform the services, subject to the professional standard of care and the requirements of this Agreement.

The Consultant shall not begin services until it receives the City's written notice to proceed. Services outside Attachment A require written authorization under Section 5.

## 3 Schedule

The Consultant shall begin after the Effective Date and written notice to proceed. The parties anticipate a project start on or about October 8, 2026. The Consultant shall use reasonable professional efforts to provide the final Water Master Plan during the first week of June 2027 and shall complete the contracted services no later than June 15, 2027.

The schedule depends on timely access, information, decisions, consolidated review comments, and assistance from the City and reviewing agencies. The Consultant is entitled to a reasonable schedule adjustment for delays outside its control, including delayed City decisions or data, agency review, emergencies, labor disruption, severe weather, wildfire, natural disaster, utility interruption, or other force majeure. If a delay materially increases the Consultant's effort or cost, the parties shall address the change under Section 5.

## **4 Compensation and Payment**

The City shall pay the Consultant the lump-sum fee assigned to each authorized task in Attachment B. The Consultant shall submit invoices monthly based on the percentage of each task completed during the billing period. Each invoice shall show the current amount billed, and remaining lump-sum balance for each task.

Payment is due within 30 days after the City receives a correct invoice. If the City disputes an item, it shall notify the Consultant promptly, explain the basis for the dispute, and pay the undisputed amount when due. Acceptance or payment of an invoice does not waive either party's rights under this Agreement.

The lump sum for each task is the full compensation for the scope assigned to that task. The Consultant is not required to perform services outside the authorized scope or after the applicable task fee has been fully earned. Work beyond an authorized task requires a signed amendment.

## **5 Changes and Additional Services**

Either party may propose a change in scope, schedule, compensation, or other terms. A change is effective only through a written amendment signed by authorized representatives of both parties. Email direction may clarify existing services but does not authorize additional compensation unless it expressly states that it is an amendment and is signed or electronically approved by both parties.

Additional services include work caused by material changes in the Project; inaccurate or incomplete information not reasonably discoverable by the Consultant; additional alternatives, meetings, review cycles, field days, or deliverables beyond Attachment A; changes in law or agency requirements after the Effective Date; services needed because of delay outside the Consultant's control; and the optional Water Management and Conservation Plan. The Consultant shall notify the City before performing additional services when reasonably practicable. Each amendment shall establish a lump-sum fee for the added or revised task unless the parties expressly agree to another billing basis.

## **6 City Responsibilities**

The City shall designate an authorized project representative and shall provide timely direction, decisions, consolidated review comments, and approvals.

The City shall provide reasonable access to City records, staff, facilities, and property and shall furnish available plans, mapping, as-built drawings, operational records, water production and consumption data, SCADA data, regulatory correspondence, land use information, financial information, and other materials reasonably needed for the services. The City shall identify known hazards and site restrictions before field work and shall provide operational assistance for fire-flow testing and facility access.

The City shall review submissions and provide one coordinated set of comments within the review periods agreed by the parties. The City is responsible for legal, accounting, bond, and policy advice and for decisions reserved to its governing body or staff.

## **7 Professional Standard of Care**

The Consultant shall perform its professional services with the care and skill ordinarily used by licensed professionals practicing under similar conditions in the same or a similar locality at the time the services are performed. This standard replaces all other warranties or guarantees, express or implied.

If the City identifies a service that does not meet this standard, the Consultant shall reperform that service without additional compensation when the City gives prompt written notice and a reasonable opportunity to correct it. The Consultant does not guarantee a particular regulatory decision, funding award, construction price, or outcome.

## **8 Information Estimates and Regulatory Review**

The Consultant may rely on information supplied by the City, public agencies, utilities, and other sources unless the Consultant knows the information is materially incorrect. The Consultant shall notify the City of material inconsistencies it discovers, but the Consultant is not responsible for independently verifying all information provided by others.

Opinions of probable project cost are professional judgments based on information available when prepared. The Consultant does not control market conditions, contractor pricing, procurement results, labor or material availability, or future regulatory requirements and therefore does not guarantee actual cost.

The Consultant shall prepare the final Water Master Plan for City adoption and submittal to the Oregon Health Authority. Agency review time and agency decisions are outside the Consultant's control. OHA fees are not included in this contract and will be paid by City.

## **9 Key Personnel and Subconsultants**

Natalie Jennings, PE, CWRE, shall serve as Project Manager. The Consultant shall not replace the Project Manager without the City's prior written approval, which shall not be unreasonably withheld.

The Consultant may use qualified employees and subconsultants approved in writing by the City. Any material addition or replacement of a subconsultant requires the City's prior written approval. The Consultant remains responsible for its subconsultants' services and shall bind each subconsultant to applicable terms of this Agreement.

## **10 Insurance**

During performance, the Consultant shall maintain insurance issued by insurers authorized to do business in Oregon with at least the following limits:

- Commercial general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate
- Workers' compensation as required by Oregon law
- Professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate

The City shall be additional insureds on each policy, but only to the extent available under the applicable policy and permitted by law. Those coverages shall be primary and noncontributory with City insurance to the extent commercially available. The Consultant shall provide certificates of insurance before beginning services.

The Consultant shall maintain professional liability coverage through completion and for two years afterward, if commercially available on reasonable terms. Notice of cancellation or material reduction shall be provided as stated in the policies or endorsements. Insurance does not expand the Consultant's liability beyond this Agreement or applicable law.

## **11 Indemnity**

To the fullest extent permitted by law, the Consultant shall indemnify the City and its officers, employees, and agents against third-party claims, damages, losses, and reasonable legal costs, but only to the extent caused by the negligent acts, errors, or omissions or willful misconduct of the Consultant or a person for whom the Consultant is legally responsible in performing this Agreement.

The Consultant is not required to indemnify or insure the City for the City's own negligence or other fault. Any obligation concerning defense costs is limited to the Consultant's proportionate fault as established by agreement or final adjudication. This section is intended to comply with ORS 30.140 and does not create a duty that is void or uninsurable under Oregon law.

## **12 Documents Data and Reuse**

After the City pays all amounts due, the City owns the project-specific final reports, maps, GIS data, hydraulic model files, calculations, and other deliverables prepared under this Agreement. The Consultant retains ownership of its preexisting materials, templates, software, methods, standard details, know-how, and general intellectual property. The Consultant grants the City a perpetual, nonexclusive, royalty-free license to use embedded Consultant materials as needed to use and maintain the deliverables for City purposes.

The Consultant may retain copies for legal, insurance, recordkeeping, and professional reference purposes. The Consultant shall not disclose security-sensitive or confidential City information except as permitted by this Agreement or law.

Signed and sealed PDF files are the governing professional instruments of service. Editable and native files are provided for the City's convenience and may change because of software, data, or user modifications. The Consultant is not responsible for changes made by others or for reuse on another project, at another site, or for a purpose not intended by this Agreement. To the extent permitted by law, the City releases the Consultant from claims arising solely from unauthorized modification or reuse.

## **13 Records, Public Records, and Confidentiality**

The Consultant shall maintain project records consistent with its ordinary professional practice and applicable law for at least three years after final completion. Upon reasonable request, the Consultant shall provide the City with project records that the City is entitled to receive under this Agreement.

The parties acknowledge that City records are subject to Oregon public records law. The City may disclose records when required by law. The Consultant shall clearly identify information it believes is exempt from disclosure and state the legal basis, but the City retains responsibility for responding to public records requests. Before disclosing marked information, the City shall provide notice to the Consultant when lawful and reasonably practicable.

Each party shall protect confidential information received from the other with reasonable care. This duty does not apply to information that is public through no breach, already lawfully known, independently developed, rightfully obtained from another source, or required to be disclosed by law, subpoena, or court order.

## **14 Independent Contractor and Taxes**

The Consultant is an independent contractor and controls the manner in which its services are performed. The Consultant and its personnel are not City employees and are not eligible for City wages, benefits, workers' compensation, unemployment benefits, or retirement benefits.

The Consultant is responsible for payroll, taxes, licenses, permits, and insurance applicable to its business and personnel. The Consultant shall provide a completed IRS Form W-9 and any information reasonably required for payment by check or electronic funds transfer.

## **15 Compliance with Law and Public Contract Requirements**

The Consultant shall comply with federal, state, and local laws applicable to its services, including professional licensing requirements, civil rights and nondiscrimination laws, workplace safety requirements, and ORS 656.017 regarding workers' compensation coverage for subject workers.

To the extent applicable to this public contract, the Consultant shall make prompt payment for labor and materials, pay required Industrial Accident Fund contributions and employee tax withholdings, prevent liens or claims against public property, pay for medical care required by law, provide workers' compensation coverage, and comply with maximum-hour and overtime requirements.

The Consultant represents that it has complied and will continue to comply with applicable Oregon tax laws throughout the term. The Consultant shall not discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, business owned by a service-disabled veteran, or emerging small business in awarding subcontracts as prohibited by applicable law.

If federal or state grant funding requires additional contract clauses, the parties shall execute an amendment identifying those requirements before the affected services begin.

## **16 Suspension and Termination**

The City may terminate this Agreement for convenience on 10 days' written notice. Either party may terminate for a material breach if the breaching party does not cure the breach within 10 days after written notice, or within a longer reasonable period if cure begins within 10 days and proceeds diligently.

The Consultant may suspend services after giving at least 10 days' written notice if an undisputed invoice remains unpaid more than 30 days after receipt or if unsafe conditions materially affect field work. The Consultant shall resume promptly after the cause is corrected and is entitled to a reasonable schedule and compensation adjustment for resulting remobilization or delay.

On termination, the Consultant shall stop affected services, protect completed work, and deliver paid-for work product in its then-current state. The City shall pay for services and authorized expenses through the termination date and reasonable, documented closeout costs. The City is not liable for anticipated profit on unperformed services.

## **17 Disputes Governing Law and Venue**

The parties shall first attempt in good faith to resolve a dispute through their project representatives and then through an executive-level meeting. If the dispute remains unresolved, either party may request nonbinding mediation in Columbia County, Oregon, with mediation costs shared equally. Mediation is not a condition precedent when immediate relief is reasonably necessary to protect a legal right or meet a limitations period.

Oregon law governs this Agreement without regard to conflict-of-law principles. Any lawsuit shall be filed in a court of competent jurisdiction in Columbia County, Oregon. Each party is responsible for its own attorney fees unless a statute or court order requires otherwise.

## **18 Consequential Damages**

Neither party is liable to the other for lost profits, loss of financing, loss of use, loss of business opportunity, or other indirect, special, incidental, or consequential damages arising from this Agreement. This waiver does not apply to third-party claims covered by Section 11, willful misconduct, misuse of confidential information, infringement of intellectual property rights, or the City's payment obligations.

## **19 Notices**

Formal notices under this Agreement must be in writing and delivered personally, by nationally recognized overnight service, by certified mail with return receipt, or by email with confirmation of receipt. Notice is effective on confirmed delivery. Routine project communications may be sent by ordinary email.

| City                                                                                                                                                  | Consultant                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mitch Warren<br>Public Works Director<br>City of Clatskanie<br>75 S Nehalem Street<br>PO Box 9<br>Clatskanie OR 97016<br>mwarren@cityofclatskanie.com | Natalie Jennings PE CWRE<br>President<br>Oregon Water Rights Solutions and Planning LLC<br>2090 Popcorn Court NW<br>Salem OR 97304<br>natalie@owrsp.com |

## 20 Assignment and Third Parties

Neither party may assign this Agreement without the other party's prior written consent, except to a successor through merger or sale of substantially all related assets that assumes the assigning party's obligations. No assignment releases the assigning party unless the other party agrees in writing.

This Agreement benefits only the City and the Consultant. It does not create rights in any contractor, agency, utility, property owner, ratepayer, or other third party.

## 21 Entire Agreement and General Terms

This Agreement is the entire agreement concerning the Project and replaces prior oral or written negotiations on the same subject. If contract documents conflict, the order of precedence is: signed amendment; this Agreement; Attachment B; Attachment A. A later signed amendment controls only to the extent stated.

A waiver is effective only in writing and does not waive a later breach. If a provision is unenforceable, it shall be enforced to the maximum extent permitted and the remaining provisions continue in effect. Provisions that by their nature should survive completion or termination shall survive, including payment, ownership and reuse, records, confidentiality, indemnity, disputes, and limitations of liability.

This Agreement may be signed in counterparts and through electronic signatures. Each counterpart is an original, and together they form one agreement. A person signing represents that the person is authorized to bind the named party.

**The parties agree to the terms above.**

### **CITY OF CLATSKANIE**

By \_\_\_\_\_

N.J. Johnson

City Manager

Date \_\_\_\_\_

### **OREGON WATER RIGHTS SOLUTIONS AND PLANNING LLC**

By \_\_\_\_\_

Natalie Jennings PE CWRE

President

Date \_\_\_\_\_

## Attachment A Proposed Scope of Work

The following scope reflects our understanding of the City's priorities based on the RFP and our discussion with City staff. We have developed the work plan to make the most of the City's anticipated project budget while delivering a comprehensive and useful Water Master Plan focused on recommendations that provide the greatest long-term value to the City.

### **Task 1: Meetings and Project Management**

#### **Task 1A: Kickoff and Progress Meetings**

Facilitate a project kickoff meeting with City staff to review the scope, schedule, data needs, and key system issues. Two progress meetings will be held to review existing conditions and evaluate potential alternatives. OWRSP will also provide ongoing coordination through phone, email, and written communication throughout the project.

#### **Task 1B: Public Meetings**

Prepare for and attend two public meetings to present the draft and final Master Plan. This includes preparation of handouts, exhibits, and presentation materials as needed.

#### **Task 1C: Progress Reports**

Provide monthly written progress updates to summarize completed work, upcoming tasks, and schedule status.

#### **Task 1D: Review of Background Data**

Review all available background information, including previous planning documents, as-built drawings, operational records, water production and consumption data, and regulatory files.

#### **Task 1E: Quality Assurance/Quality Control**

OWRSP will perform a detailed QA/QC review of the Water Master Plan and supporting analyses. For each major task, a licensed professional engineer other than the engineer who performed the work will review the analysis, calculations, assumptions, and recommendations for technical accuracy, consistency, and completeness. Comments will be resolved before the work is incorporated into the final Water Master Plan. This detailed review provides an additional level of quality control throughout the project rather than relying solely on a final review of the completed document.

### **Task 2: Purpose and Need**

Prepare an introduction describing the purpose and need for the Master Plan in accordance with OHA Water System Planning Guidelines. This section will address system reliability, public health and safety, regulatory compliance, aging infrastructure, security, and future growth.

### **Task 3: Study Area**

Define the study area using adopted planning documents and available land use data. This section will describe system boundaries, land use, and development patterns and include a study area map.

### **Task 4: Population Trends and Projections**

Review historical population and water use trends and project 20-year population and demand using Portland State University Population Research Center data and other relevant sources.

### **Task 5: Basis of Planning**



Establish design criteria and evaluation standards, including capacity, redundancy, level of service, regulatory requirements, and design life. This task will also describe cost estimating assumptions, level of accuracy, and included cost elements such as construction, engineering, legal, administrative, and contingency.

### **Task 6: Water Loss Evaluation**

This task serves as a required water audit that compares water that is billed for or otherwise accounted for such as backwash water, with the amount produced and identifies historic trends.

### **Task 7: GIS Mapping**

Convert available paper mapping into GIS shapefiles and incorporate known and field-observed attributes. Mapping will include known pipes, valves, hydrants, reservoirs, pumps, PRVs, and other relevant features. All GIS data will be provided to the City. Training will be provided to City staff on how to use the GIS program. The City will be able to select the software they would like to use. OWRSP will provide recommendations and explain each option's relative cost and usability.

### **Task 8: GIS Asset Inventory Setup**

Develop a GIS-based asset inventory that allows the City to store useful information about its water system components directly with the system mapping. Individual assets can include information such as size, material, age, condition, maintenance history, and other available records. The inventory will be set up with fields for information the City does not currently have so it can be added over time as facilities are inspected, maintained, or replaced. This will give City staff a practical, updatable tool for tracking infrastructure condition, planning maintenance, and identifying future replacement needs rather than relying solely on paper records and staff knowledge.

### **Task 9: Existing Facilities Condition Assessment**

This task involves review of as-builts and site visits to all major facilities: pump stations, intakes, sources, treatment plant, and reservoirs for a condition assessment as well as an interview with City staff. We will then summarize the condition, capacity, known deficiencies, and recommendations for each facility.

### **Task 10: Hydraulic Model**

Develop a WaterCAD hydraulic model that simulates how water moves through the City's distribution system. The model will incorporate pipes, reservoirs, pumps, elevations, water demands, pressure zones, and other system components to calculate pressures, flows, and available capacity throughout the system.

Once calibrated under Task 11, the model will be used to evaluate existing and future demands, pressure zones, available fire flow, and known problem areas. Potential improvements such as pipe replacements or upsizing, looping, and operational changes can then be tested in the model before they are recommended for construction. The completed model will also provide the City with a useful tool for evaluating future development and infrastructure decisions.

### **Task 11: Fire Flow Testing**

Perform one day of field testing to collect flow and pressure data needed to calibrate the hydraulic model. Testing will include flowing selected hydrants while monitoring pressures at surrounding locations to observe how the distribution system responds under increased demand. Available SCADA data will also be used where practical, with the level of City staff assistance coordinated based on the data that can be collected remotely.



The field results will be compared with model predictions, and model parameters will be adjusted as needed so the model reasonably represents actual system performance. This calibration provides confidence that the model can be used to evaluate system deficiencies and compare future improvements.

### **Task 12: Results Mapping**

Prepare maps summarizing hydraulic model results, including system pressures, available fire flow, and other identified system constraints. Mapping will also identify known problem areas based on City staff input so modeled results can be considered alongside the City's operational experience.

### **Task 13: Technical Recommendations**

This task will identify and describe technical improvements needed to address treatment, distribution, pumping, pressure zones, pressures, fire flow, looping, disinfection byproducts, water quality, and maintenance issues discovered in previous tasks. Then the alternatives will be compared based upon criteria such as: life cycle costs, capital costs, ease of operations and maintenance, reliability, constructability, energy efficiency, and environmental impacts to identify recommended improvements.

### **Task 14: Capital Improvement Plan**

This task includes preparing a Capital Improvement Plan (CIP). This will prioritize the recommendations listed in Task 13 and select the ones that are reasonable and feasible with the City's available funding over the next 20 years. This task will be coordinated closely with the City to ensure the final plan reflects its goals and priorities.

### **Task 15: Seismic Risk Assessment**

Evaluate the water system's ability to maintain or restore critical water service following a major seismic event and identify improvements that can increase long-term system resilience.

#### **Task 15A: System Backbone**

Determine which system components constitute the minimum backbone to serve critical facilities (source, treatment, storage, and distribution). Create a map showing the critical facilities and system backbone.

#### **Task 15B: Critical Facilities**

Determine which facilities in the system are necessary to have water service restored to as quickly as possible, such as medical facilities, or schools that can be used as emergency shelters.

#### **Task 15C: Evaluate Seismic Risk**

Evaluate the likelihood and consequence of failure for each backbone facility based on age, general condition, and material. Structural condition assessments are beyond the scope of this project and will not be completed.

#### **Task 15D: Seismic Capital Improvement Plan**

Create a plan that highlights the projects needed to be completed over a 50-year planning period to minimize water loss during a seismic event.

### **Task 16: Draft and Final Master Plan**

Compile the technical analyses, findings, recommendations, and Capital Improvement Plan developed through the previous tasks into a complete Draft Water Master Plan. The plan will be organized to clearly document the basis for the recommendations and provide City staff with a practical reference for future planning and infrastructure decisions. OWRSP will incorporate comments from City staff and City Council and prepare the Final Water Master Plan for adoption and submittal to OHA. Two hard copies of the Draft and Final plans will be provided, along with electronic files for unlimited City use and distribution.



### **Task 17: Rate Analysis**

This task will coincide with the staff review of the draft plan. It will involve evaluating how the existing rates compare with the proposed CIP. It will determine what funding gaps exist that need to be filled by rate increases or outside funding. It is not intended to be a full rate study.

### **Task 18: SDC Calculations and Updates**

Evaluate how the recommended CIP affects the City's water System Development Charges and identify projects eligible for SDC funding. Updated SDC amounts will be calculated, and the methodology and supporting calculations will be provided to the City.

### **Task 19: Water Management and Conservation Plan (Optional add-on)**

This task is often done in conjunction with master plans when required by OWRD for water rights maintenance. It is more efficient to do them at the same time because they have much of the same information. It can be included if the City desires.

#### **Task 19A: Description of Water System**

Defines current service areas, water sources, customer types, and projects future water demand.

#### **Task 19B: Water Conservation Element**

Includes water auditing, leak detection, metering, and conservation measures to increase efficiency.

#### **Task 19C: Water Management Element**

Outlines water rights, infrastructure, and strategies to meet future needs.

#### **Task 19D: Water Curtailment Element**

Establishes emergency plans, drought response, and enforcement measures during shortages.

### **Deliverables**

- Monthly progress reports and meeting materials
- GIS mapping and asset inventory files with City staff training
- WaterCAD hydraulic model and results maps
- Planning-level facility, water loss, seismic, rate, and system development charge evaluations
- Draft and Final Water Master Plans in electronic format and two hard copies of each
- Supporting calculations and electronic project data reasonably needed for the City's continued use of the deliverables

### **Scope Assumptions and Exclusions**

- The City will provide available and reasonably accessible records, mapping, operational data, financial information, staff knowledge, facility access, and field assistance in a timely manner.
- The base scope includes one kickoff meeting, two progress meetings, two public meetings, one day of fire-flow testing, and one consolidated City review cycle for the Draft Water Master Plan.
- The scope does not include surveying, geotechnical investigation, structural analysis, destructive testing, environmental assessment, legal advice, detailed design, permitting for capital projects, bidding, construction administration, or construction observation.
- Planning-level opinions of probable cost and financial analyses are not guarantees of bids, construction cost, rates, revenue, or financing terms.
- Material changes to the system, regulatory requirements, project assumptions, requested alternatives, meeting count, review cycles, or deliverables may require an amendment.
- The Optional Water Management and Conservation Plan is excluded unless separately authorized in writing.



## Attachment B Compensation

|              | Task                                     | Hours | Expenses       | Total Lump Sum  | Optional Lump Sum |
|--------------|------------------------------------------|-------|----------------|-----------------|-------------------|
| 1            | Meetings & Project Management            | 40    |                | \$6,000         |                   |
| 2            | Purpose and Need                         | 8     |                | \$1,200         |                   |
| 3            | Study Area                               | 16    |                | \$2,400         |                   |
| 4            | Population Trends and Projections        | 24    |                | \$3,600         |                   |
| 5            | Basis of Planning                        | 20    |                | \$3,000         |                   |
| 6            | Water Loss Evaluation                    | 25    |                | \$3,750         |                   |
| 7            | GIS Mapping                              | 60    | \$350          | \$9,350         |                   |
| 8            | GIS Asset Inventory Setup                | 40    |                | \$6,000         |                   |
| 9            | Existing Facilities Condition Assessment | 60    |                | \$9,000         |                   |
| 10           | Hydraulic Model                          | 80    | \$3,500        | \$15,500        |                   |
| 11           | Fire Flow Testing                        | 40    |                | \$6,000         |                   |
| 12           | Results Mapping                          | 20    |                | \$3,000         |                   |
| 13           | Technical Recommendations                | 30    |                | \$4,500         |                   |
| 14           | Capital Improvement Plan                 | 30    |                | \$4,500         |                   |
| 15           | Seismic Risk Assessment                  | 40    |                | \$6,000         |                   |
| 16           | Draft and Final Master Plan              | 40    | \$1,000        | \$7,000         |                   |
| 17           | Rate Analysis                            | 30    |                | \$4,500         |                   |
| 18           | SDC Calculations and Updates             | 30    |                | \$4,500         |                   |
| 19           | WMCP (Optional)                          |       |                |                 | \$20,000          |
| <b>Total</b> |                                          |       | <b>\$4,850</b> | <b>\$99,800</b> | <b>\$20,000</b>   |

Expenses are estimated and subject to change, they will be billed with no markup. Tasks 7&10 are for software. Task 16 is for printing.

**City authorization for Task 19 Signature**\_\_\_\_\_ **Date** \_\_\_\_\_



## Attachment C Project Schedule

The following schedule summarizes the sequence proposed. Specific interim dates may be adjusted by mutual agreement without a formal amendment if the final completion date and compensation are unchanged.

| Milestone                                                      | Anticipated Timing                 |
|----------------------------------------------------------------|------------------------------------|
| Notice to proceed and kickoff                                  | October 2026                       |
| Background review planning criteria water loss and initial GIS | October through November 2026      |
| GIS asset inventory and seismic evaluation                     | November 2026 through January 2027 |
| Facility assessments                                           | December 2026 through January 2027 |
| Hydraulic model and fire flow testing                          | January through March 2027         |
| Results mapping technical recommendations and capital plan     | March through April 2027           |
| Draft Water Master Plan and City review                        | May 2027                           |
| Rate analysis and system development charge update             | May through early June 2027        |
| Final Water Master Plan                                        | First week of June 2027            |
| Contract completion                                            | No later than June 15 2027         |





## City of Clatskanie

Meeting Date: October 7, 2026  
Subject: City Logo Concepts  
Prepared By: N.J. Johnson, City Manager

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### **BACKGROUND:**

The City has hired Lost Locals Media to design a new logo and other digital content for the City's new website and professional materials.

### **ANALYSIS:**

Lost Locals Media and City staff are seeking Council preference on which of their two logo prototypes to proceed with and further develop. They are also seeking specific feedback on what adjustments or tweaks are desired, particularly of the logo preferred by Council.

Once they have Council's preference and feedback, Lost Locals will make the requested adjustments and bring a logo back to Council in final form for consideration of approval.

### **FINANCIAL IMPACT:**

None

### **RECOMMENDATION:**

N/A; Council discretion

### **SUGGESTED MOTION:**

I move to proceed with logo concept (1 or 2).

### **EXHIBITS:**

A) Lost Locals City Rebrand Presentation

# CITY OF CLATSKANIE



CITY REBRAND  
PRESENTATION

BRAND DESIGN BY *lost locals*  
MEDIA

# INTRODUCTION

Welcome to the City of Clatskanie city rebrand presentation. This review is your first look at the reimagining of Clatskanie's new visual and brand identity. For this project, the goal was to create a new logo that can easily produce a complete brand identity and be fully resourceful for the City of Clatskanie to use in all branding, administrative, and marketing material. There were only 3 requests for the new designs to include representation of the City's core historical industries that support the community: Logging, Fishing, and Agriculture. Included in this review are 2 lightly fleshed out concept designs to consider for the City of Clatskanie's new brand.

We took time to do thorough research into the history, economic industries that support the community to fuel our inspiration for these new designs. We hope these concepts spark excitement and pride for our small town.

Thank you for choosing Lost Locals Media for this project. We are honored to see this project through for our hometown!

*lost locals*



# CURRENT LOGO

This is the current singular logo for the City of Clatskanie.

It does not function as a brand for the city and cannot be easily replicated across multiple media and platforms. The design itself is more closely aligned to an illustrated landscape than a logo. There are many contrasting and inconsistent illustration styles, such as varying gradients in the sky, the fish, and the soil, while the rest of the image has flat color designs with random line weights on the log, boat, and rest of the landscape.

If needed, this design in a monicolor format would not be flexible to meet those needs. It would at minimum need to be a grayscale format requiring 3-5 shades of gray, pictured below.

Even at a reasonable size, due to the design not being properly vectorized for digital and print scaling uses, the current logo often appears pixelated or blurry. This makes it difficult to properly place the logo on administrative, marketing, or promotional materials.

The design is nicely surrounded in a bordered badge, enclosing the city's name within the whole logo. The new concept designs can each be made into a badge-style logo as well if desired.



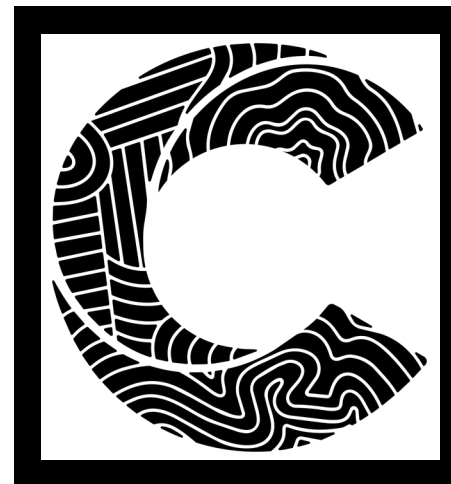
# CONCEPT ONE

Concept one is a text-based design, relying on the letter “C” in a clean, sans serif font. Directly representing Clatskanie in text and theme, this logo stands out as an easily replicable design that scales in size without flaw. The three industries that built our community are subtly shown through patterns that represent logging, fishing, and agriculture.

The logging history of the city is represented on the top section of the “C” through the pattern and texture found on a cross-cut cedar tree. The tree’s rings reveal its age and tenacity for growing strong over many storms throughout its lifetime.

Fishing and the connections our community shares with the local rivers and tributaries are shown on the bottom third of the design. This is a direct tracing of how the Clatskanie River flows through the town as viewed from a bird’s-eye perspective.

Agriculture is represented on the west side of the design by the cross-hatched rows of farmland that was cultivated on the mineral-rich farmland found in the western dikelands.



# CONCEPT TWO



Concept two is a slightly more abstract emblem design. Similar to the original logo, it features a landscape of Clatskanie. Specifically, this design shows the point of view, looking west from the city towards the setting sun falling behind Nicolai Mountain. The Clatskanie River leads the eye to continue wandering west, bordering the stark, tree-filled rolling hills that support our local logging industry. On the right, the sprawling wetlands and farmlands that cross-hatch all the way to the Columbia River supply our community with fresh local meat and produce.

This design was created in a similar fashion to another brand we had the honor of creating for the community: The Clatskanie Parks & Recreation District.



# MOCKUP CONCEPTS

Below are simple mockups of the concept logos presented on the side of a city utility truck. This is a quick view to imagine what each design might look like applied in real life and how they might be perceived from a distance.



Concept One



Concept Two



# REVIEW + FEEDBACK

**Thank you for taking the time to review these proposed logo and brand concepts!**

We trust that this review will serve as a valuable resource, encompassing all the starting details regarding the rebranding and its potential logos. We encourage you to share and reference this review as needed. To reiterate, these are conceptual designs. They could be close to perfect, or there could be some requested changes.

ALL feedback is encouraged as this is a starting place to get a good feel for art direction. Colored versions of the logos were included for reference and do not represent the final color palette. The city has the ability to request up to 3 revisions on any designs.

We do not take this project lightly, and we truly wish to honor our hometown by creating a beautiful brand that the whole community will be represented by and be proud of!

We look forward to your feedback.

**ENJOY!**



An aerial photograph of a small town nestled in a valley. A river flows through the town, and a highway runs alongside it. The town is surrounded by rolling hills and mountains in the background. The sky is filled with soft, white clouds, suggesting a bright but slightly overcast day. The overall scene is peaceful and scenic.

# THANK YOU!

BRAND DESIGN BY  
*lost locals*  
MEDIA  
[WWW.LOSTLOCALSMEDIA.COM](http://WWW.LOSTLOCALSMEDIA.COM)