

*"Making a difference through excellence of service"*



## **CITY OF WARRENTON**

### **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING

March 26, 2019 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue  
Warrenton, OR 97146

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1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. Commission Regular Meeting Minutes – 2.26.19
- B. Commission Regular Meeting Minutes – 3.12.19
- C. Police Department Monthly Statistics – Feb. 2019
- D. Monthly Finance Report – Feb. 2019

4. **COMMISSIONER REPORTS**

*Mayoral Proclamation – Child Abuse Prevention Month*

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card, and submit to the City Recorder 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.

6. **PUBLIC HEARINGS** – None

7. **BUSINESS ITEMS**

- A. Consideration of Nuisance Determination – 165 SE 2<sup>nd</sup> Street (Moore)
- B. Consideration of Headstart Siding Repair Project

C. Consideration of Low Pressure Sewer Systems Policy

D. Consideration of Tansy Point Third Party Use

8. **DISCUSSION ITEMS**

A. Burn Policy

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

*Under the authority of ORS 192.660(2)(h); to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation to be filed.*

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 Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.**

3-A

MINUTES  
Warrenton City Commission  
Regular Meeting – February 26, 2019  
6:00 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:04 p.m., and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Rick Newton, Tom Dyer, Pam Ackley, and Mark Baldwin

Staff Present: City Manager Linda Engbretson, Finance Director April Clark, Community Development Director Kevin Cronin, Building Official Bob Johnston, Police Chief Mathew Workman, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. Commission Regular Meeting Minutes – 2.12.19
- B. Police Department Monthly Statistics – Jan 2019
- C. Fire Dept. Activity Report – Jan 2019
- D. Monthly Finance Report – Jan 2019

Brief discussion followed on consent calendar item clarifications, and delinquent marina accounts. City Recorder Dawne Shaw noted several corrections made to the 2.12.19 regular meeting minutes; there were no objections to the corrections.

**Commissioner Baldwin made the motion to approve the consent calendar as amended. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

COMMISSIONER REPORTS

Commissioner Newton stated he went to the Port of Astoria budget meeting, and noted he was impressed with the members selected for this board. He stated if the Port of Astoria goes under it affects Warrenton; the airport also affects Warrenton. He also noted he has been working with the Fire Department to help recruit 5 volunteers; he gave a brief update on the “brown building” on S. Main Ave.

Commissioner Dyer stated Ms. Brenda Hoxsey provided forms for the volunteers on the downtown cleanup task force. He gave a brief update, noting they have been working with citizens on cleanup. Mayor Balensifer thanked him for the progress.

Commissioner Ackley gave an update on RDI; noting there will be a postcard sent out to residents in downtown Hammond and Warrenton, to ask what they would like to see to revitalize the core areas. She noted the next meeting is March 6. City Manager Engbretson noted the new city logo and stated the City has ordered new letterhead; will use up what items are on hand; and order new as needed. Commissioner Ackley noted she would like to incorporate the new logo on the RDI postcard. Mayor Balensifer stated Justin Kobe will now be serving on the Parks Advisory Board, and he and Mrs. Kobe are interested in serving on the RDI committee as well.

Mayor Balensifer stated Oregon Solutions has completed their interviews with stakeholders, registered interested parties and large land owners; and will be submitting an application to the Governor's office to ask for some regional solutions designation on the wildlife issue.

### PUBLIC COMMENT

Lisa Lamping spoke in favor of the Spur 104 zone change. She stated the Mayor has publicly discussed his position, noting he is right to be concerned, however the residents have paid for water and sewer improvements, and should see the benefits of their efforts. She stated she felt the zone change should go through, but not as a blank check.

Mike Balensifer spoke in regards to traffic concerns around the zone change; he noted he was concerned about the matter of Commercial Mixed Use (CMU) and urged the city to make some kind of mitigation for the problems at that dangerous intersection, before making a major zone change. He thanked the Commission for their time and accessibility.

Ken Yuill stated the issues noted by Mike Balensifer were addressed in the TSP. He noted he gave the Mayor a tour of the area. He said the statements about traffic on Spur 104 are not true; there is very little traffic most of the time. He suggested the media do an article on alternative ways to get around the area.

Mayor Balensifer noted an amendment to the agenda; to move item 7-E and 7-F to the beginning of the business items – before item 7-A; there were no objections.

### BUSINESS ITEMS

Building Official Bob Johnston discussed an Intergovernmental Agreement (IGA) between the City and Clatsop County for reciprocal inspection and plan review services. He stated this agreement provides both the City and County backup when Building Officials/inspectors are on vacation, out of the office at training, or when either is in need of additional support. Commissioner Baldwin noted it is a great idea. Mr. Johnston explained the reciprocity and the benefits. Brief discussion continued.

**Commissioner Ackley made the motion to authorize the Mayor's signature on the IGA between Clatsop County and the City of Warrenton for Building Inspection and Plan Review Services. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**



City Manager Linda Engbretson distributed a revised Exhibit B for the Building Permit Fees Resolution, and noted there were a few changes to better match the county's fees. She stated the county uses a different methodology, but they are now within pennies of what the county charges. Building Official Bob Johnston noted the process and adjustments, and stated these changes bring the City up to be more consistent with neighboring jurisdictions. Brief discussion followed on the increases. Mr. Johnston stated with the increased fees they would like to fund a new full time inspector in the next fiscal year. Discussion continued on a new group of inspectors graduating in July, and a good applicant pool. Mayor Balensifer noted staff shortage issues and the volume of work; he asked if there are plans to get Community Development Director Kevin Cronin some help as well. Ms. Engbretson stated she is in the process of budget crunching; and noted the Planning Department is a general fund department. Brief discussion continued.

**Commissioner Ackley made the motion to adopt Resolution No. 2538, A Resolution Modifying Building Permit Fees. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

Community Development Director Kevin Cronin gave an update on 826 NE 1<sup>st</sup> Street and stated he had good news; Ms. Secord has substantially cleaned up the property. She worked very hard, and there is only one vehicle left to be moved. He recommended postponing the declaration until the next meeting.

**Commissioner Newton made the motion to table the nuisance determination at 826 NE 1<sup>st</sup> Street until the next meeting. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

Community Development Director Kevin Cronin presented Ordinance No. 1229 for the first reading. He noted this has been discussed over the past few months, and the City Commission reviewed a draft ordinance at its February 12 meeting. Changes were made to address the comments made at that meeting, in particular the goals and objectives, as well as the other issues that were previously noted. Discussion followed on Section 8.28.060 Vacant Buildings, subsection L-7, Buildings Located in Commercial Areas – storefront window displays. Mayor Balensifer asked for the record about one specific house on S. Main, which has been a business but has gone to residential, is in the CMU zone and is for sale – will they be required to put something in the storefront windows? Mr. Cronin clarified that if it is not an active commercial store front, he does not see the point; however he noted that he does have other tools to address the other issues. Commissioner Dyer noted concerns about a potential “Big Brother” aspect in regards to Section 8.28.050 Property Maintenance Standards. Mayor Balensifer stated he would like to make sure it is clear and on the record, the point is to provide a standard to work towards, not to go around and look for nuisances. Discussion followed on mold/mildew standards in rentals, and testing requirements. Mr. Cronin noted this code amendment is directed to exterior matters. He stated he will research and see what other agencies are doing in regards to mold. Brief discussion continued.

**Commissioner Newton made the motion to conduct the first reading of Ordinance No. 1229 by title only. Motion was seconded and passed unanimously.**

**Baldwin – aye Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

**Mayor Balensifer conducted the first reading of Ordinance No. 1229; *An Ordinance Amending City of Warrenton Municipal Code Section 8.16.120 and Adding a New Section 8.28 Property Maintenance, Vacant Building, Derelict Building, & Chronic Nuisances.***

Community Development Director Kevin Cronin discussed the Spur 104 Zone Change, noting the first reading was held at the February 12, 2019 City Commission meeting. He stated there no changes to the agenda summary. Commissioner Newton asked for clarification on the Planning Commission review and approval process; Mr. Cronin clarified. Commissioner Newton noted he was worried about what happens and he has to assume the Planning Commission has control over what develops there. Mayor Balensifer noted Commissioner Newton brings up a good point. The same process that is supposed to safeguard the city, made Wendy's an outright use, under 10,000 square feet, so it never made it to the Planning Commission for review; if it meets the criteria it gets put through. He noted his concern is that without any type of controls "one lot will develop this, one will develop that." He stated they have a responsibility to look at the mistakes of past and determine how we go from there. He stated he thinks a master plan or planned unit development is probably the only tool we have. Discussion continued.

Commissioner Baldwin said he feels the same way; and noted he is not opposed to it, but thinks there are a few things they need to discuss and come up with solutions to. He stated he would like to stop and hear more about it before the second reading. Mayor Balensifer noted the Commission doesn't hear Planning Commission decisions unless they are appealed or there is a legal requirement; the City Commissions' control is in the policy that sets the table for the decisions. Discussion continued. Mr. Cronin noted the development code needs to be updated to reflect minimum and maximum densities; he noted there will be a work session on the housing study where they can discuss what changes to the code can be done to increase housing opportunities. He noted Commercial Mixed Use (CMU) defaults to High Density Residential standards, and there is a minimum lot size for multi-family at 10,000 square feet, but you can still put in a duplex. He stated a master plan would allow the city to set a minimum density for new development. After further discussion Mayor Balensifer stated he would be fine with the City or Urban Renewal Agency paying for the master plan, provided there is a time frame for it to be completed, and with cost limits. Mr. Cronin estimated the cost at \$75,000. Commissioner Ackley asked for clarification on development applications that are reviewed after a zone change; noting safety issues and traffic impacts are taken into consideration. Mr. Cronin confirmed. Commissioner Ackley stated the city needs housing and CMU includes housing. Discussion continued. Mr. Cronin discussed the master plan, noting the need to scope it. He said he is thinking about something that we can do in 60 days; a quick workshop to invite the public and hash it out; get it done as a team, instead of us versus them; a community process. Ms. Engbretson clarified that the city does have some control; the development team, what is currently under the development code and the TSP; the impacts are carefully looked at for all developments. Mayor Balensifer stated the policies that exist have holes in them, and that has been shown clearly in some developments over the last ten years; not staff's fault. It is the commission's job to set the policy; as a result some bad choices were made because of a lack of policy. Brief discussion followed. Mr. Cronin clarified the reason to do a master plan is to

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maximize the value of the land; the highest and best use, not to create some Disneyland. After further discussion consensus was to require a master plan to be completed within 90 days.

**Commissioner Newton made the motion based on the Planning Commission record, public testimony, staff report and findings of fact, to conduct the second reading by title only of Ordinance No. 1228 approving application DCA 18-2 to rezone multiple properties along Spur 104 from R-10 Intermediate Residential to CMU Commercial Mixed Use; with the condition to require a Master Plan to be developed within 90 days prior to any development. Motion was seconded.**

Mayor Balensifer asked about the industrial property not included in the motion. Mr. Cronin stated it was not included as it is only one small piece. Mayor Balensifer stated he would like to include it. Ms. Engbretson also noted for clarity that the City or the Urban Renewal is paying for the cost of the master plan.

**Commissioner Newton moved to amend the motion to include the General Industrial Zone within the Spur 104 development to also be rezoned to Commercial Mixed Use, and for the City or the Urban Renewal Agency to pay for the Master Plan. Motion was seconded and passed unanimously.**

**Baldwin – aye Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

**Mayor Balensifer conducted the second reading of Ordinance No. 1228, by title only; *An Ordinance Amending City of Warrenton Zoning Map to Reclassify the Zoning of Multiple Properties Along Spur 104 from R10 Intermediate Density Residential and I-1 General Industrial to CMU Commercial Mixed Use, With the Condition that a Master Plan is Developed within 90 Days, and the Master Plan is to be funded by Public Funds.***

Community Development Director Kevin Cronin stated the city received an unsolicited offer to purchase city owned property adjacent to 295 SE Galena Avenue. Carrie Dorning, who resides next to the subject property, would like to preserve it as open space. Mr. Cronin said there are no apparent plans for the property, is not listed in any parks inventory, and is compromised by the presence of wetlands. The property was deeded for open space and recreation to the City of Warrenton from David E. Palmberg in 1982, with a deed restriction that lasted until 1990. Ms. Engbretson clarified that there is a public process that has to happen – they are looking for direction to add it to the list of property appraisals. Brief discussion continued.

**Commissioner Newton made the motion to direct staff to conduct an appraisal of the property adjacent to 295 SE Galena, and present a proposal at a future City Commission meeting. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

Public Works Operations Manager Kyle Sharpsteen presented a contract for backup generators for pump stations. He stated the city has a program of adding backup onsite power for sanitary pump stations. For the current fiscal year, the city budgeted to obtain generators with automatic transfer switches (ATS) for two pump stations – 205 Hwy 104 (Skipanon Bridge) and 1696 SE

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19<sup>th</sup> Street (OYA). He noted additionally, 1749 SE Ensign (Walmart) currently has a generator but only a manual transfer switch. There are sufficient funds in the current budget to also obtain an automatic switch for this location. He said installing these units will give the city a continuous chain of stations from North Coast Business Park all the way to the treatment plant with automatic switching backup power. Brief discussion continued.

**Commissioner Ackley made the motion to allow Public Works to enter into a contract with Cummins, Inc., for the amount of \$68,820.74, to obtain backup generators with ATS for the 205 Highway 104, and 1696 SE 19<sup>th</sup> Street sanitary pump stations, and an ATS for the 1749 SE Ensign sanitary pump station. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

#### DISCUSSION ITEMS

Ms. Engbretson stated there will be a work session on March 12 at 5:15 p.m. for the Capacity and I&I discussion item.

#### GOOD OF THE ORDER

Commissioner Ackley commented on the county housing study, noting she disagrees in a few places; she noted the big development happening in Seaside; and discussed available homes in Warrenton, noting that the supply does not meet the demand. She stated the biggest issue is affordable housing and noted the need to look at a community land trust to solve that issue.

Commissioner Dyer stated his group is making progress with the beautification of downtown; they are looking at couple other properties to clean up.

Commissioner Newton stated he is looking into a sign for in front of the library; he noted the traffic concerns on Second Street, and a thank you letter will be forthcoming. He briefly discussed the passage of House Bill 608; and rent increases. Brief discussion followed on the “brown building” on S. Main.

Mayor Balensifer stated beyond a community land trust, some things we can do more immediately is require smaller denser lots to encourage denser, more affordable housing. He noted there is currently no policy that moves towards affordable housing. Ms. Engbretson said Mr. Cronin is looking into scheduling a joint work session on the City’s housing needs assessment. Discussion continued.

At 8:13 p.m., Mayor Balensifer announced they will now meet in executive session under the authority of ORS 192.660(2)(h); to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

At 8:30 p.m. Mayor Balensifer reconvened the regular meeting.

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**Commissioner Newton made the motion to appoint Tommy Smith to the Planning Commission. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

There being no further business, Mayor Balensifer adjourned the regular meeting at 8:31 p.m.

APPROVED:

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Henry A. Balensifer III, Mayor

ATTEST:

\_\_\_\_\_  
Dawne Shaw, City Recorder

DRAFT

3-B

MINUTES  
Warrenton City Commission  
Regular Meeting – March 12, 2019  
6:00 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:09 p.m., and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Rick Newton, Tom Dyer, Pam Ackley, and Mark Baldwin

Staff Present: City Manager Linda Engbretson, Police Chief Mathew Workman, Fire Chief Tim Demers, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, and City Recorder Dawne Shaw

Mayor Balensifer made a special mention of Timothy Prior, a Warrenton High School student that recently died, and asked for a moment of silence, in remembrance of him.

CONSENT CALENDAR

- A. Community Library Board Meeting Minutes – June 2018
- B. Community Library Board Meeting Minutes – Sept. 2018
- C. Community Center Advisory Board Annual Meeting Minutes – Jan. 2019
- D. Community Center Advisory Board Regular Meeting Minutes – Jan. 2019

Mayor Balensifer asked if the Community Center Board is currently planning any events; Ms. Engbretson noted they are. Commissioner Newton noted a date error in the Library Board minutes; and also stated the Community Center numbers look better.

**Commissioner Baldwin made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

COMMISSIONER REPORTS

Commissioner Newton discussed the PSCC meeting and noted the “failure to appear” numbers have improved; he also stated he met with Harbormaster Jane Sweet regarding the past due numbers, noting the numbers have decreased due to her great job. He stated they found the money for the library signs and are moving ahead. He noted his letter to the editor regarding the Port. Mayor Balensifer thanked Commissioner Newton for his work on the library signs.

Commissioner Dyer gave an update on the downtown cleanup task force, noting with better weather coming things will pick up. He stated the next area they would like to focus on is from downtown down to 4<sup>th</sup> Street. Mayor Balensifer noted the great work being done in that group.

Commissioner Ackley added to that, noting there was a question about decorative lighting options and stated she has some information she will send out to the group. She also noted the next joint task force meeting is 11:30 March 19 at the Hammond marina. Mayor Balensifer asked if there was a timeline for the task force recommendations, none was given. Commissioner Dyer also stated his task force discussed the 1<sup>st</sup> Street trail; cleaning it up, possibly putting in decorative lights in the future, and posting signage.

Commissioner Ackley stated she has been working with Regina Wilkie on a plaque for the marina that notes Free Willy was filmed there. Brief discussion continued.

Mayor Balensifer noted he will be gone next week; Commissioner Newton will be acting as Mayor Pro tem.

#### PUBLIC COMMENT

Thomas Churchill spoke in regards to his neighbor, who is a city volunteer staff member. He has been storing vehicles and working on them in the right-of-way. He stated there are leaking fluids and noxious fumes, and this has been going on since 2012. Mr. Churchill noted the person has been notified and cited yet still continues. He stated he also holds the city responsible for allowing this, and he had hoped this would be fixed internally.

Jim Ray spoke in regards to the nuisance code, and stated he would like to see it amended and expanded to include areas in the city limits where property is deforested/logged and slash piles are left. He stated the slash piles are an eyesore; and noted two areas in particular. He stated he would like to see a new ordinance or an extension of the nuisance code. Mr. Ray suggested that whoever does the logging should be responsible for the cleanup.

Mayor Balensifer noted the Commission has received quite a few comments about the slash piles and burning, and asked Fire Chief Tim Demers to comment on the status of burns within city limits. Chief Demers noted burning is done by permit only, and a permit was secured in this instance. He met today with the neighboring property owners; the contractor; and Mr. Kujala, and they came to an agreement about how the burning should be done. If there are more complaints, it will be shut down. Discussion continued on commercial burning within 3 miles of city limits, and city ordinances. Mayor Balensifer asked if the Commission would like to add this to the agenda. Brief discussion followed. Chief Demers noted slash burning is an ongoing issue, and he is looking for direction. There were no objections to add Burn Decision as agenda item 7-D.

#### BUSINESS ITEMS

City Manager Linda Engbretson presented Ordinance No. 1229 for a second reading and adoption. She noted the changes were made per previous Commission discussions; the first reading was held at the February 26 City Commission meeting. Commissioner Newton noted

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concerns regarding 828.070 D.3a, (evictions) noting the need to match House Bill 608's language, to make sure our law does not conflict with State law. Mayor Balensifer noted state code supersedes city code. Discussion continued. Commissioner Ackley referenced Mr. Ray's concerns about nuisances, and the burning issue will be discussed in item 7-D.

**Commissioner Ackley made the motion to conduct a second reading of Ordinance No. 1229, by title only. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

**Mayor Balensifer conducted the second reading of Ordinance No. 1229; *An Ordinance Amending City of Warrenton Municipal Code Section 8.16.120 and Adding a New Section 8.28 Property Maintenance, Vacant Building, Derelict Building, & Chronic Nuisances.***

**Commissioner Ackley made the motion to adopt Ordinance No. 1229. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

Mayor Balensifer noted in regards to Mr. Churchill's comments, this ordinance will help the city address chronic nuisances, and his complaint put it officially on the nuisance radar. Ms. Engbretson stated the city has been addressing several properties in this area, and noted that particular individual has been cited into court several times, and he is not getting any favoritism. Discussion continued.

Mayor Balensifer discussed the adoption of Ordinance No. 1228, and noted the changes made; he suggested the master plan address traffic on Spur 104. Commissioner Dyer asked if the other zone change will be addressed; Mayor Balensifer noted since it will be a separate application, it will be done separately and addressed at the time. Discussion continued on getting the master plan done within 90 days. Mayor Balensifer stated the ordinance does not adequately address traffic. Ms. Engbretson noted the TSP has been adopted; if the Commission wants a master plan that specifically addresses traffic, she would like some clarification. Mayor Balensifer clarified, stating there should be a target for that development in general, instead of doing it piece meal; basically its own mobility standard for that section of the city. He noted for the record that traffic has, and always was the issue that requires this master plan. Brief discussion followed.

**Commissioner Ackley made the motion to adopt Ordinance No. 1228; *An Ordinance Amending City of Warrenton Zoning Map to Reclassify the Zoning of Multiple Properties from Intermediate Density Residential and General Industrial to Commercial Mixed Use and Open Space Institutional, and adopting the findings and conclusions of File No. DCA 18-2.* Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

Public Works Director Collin Stelzig stated the Public Works department has several pieces of equipment and materials that are to be decommissioned and need to be declared surplus property.



He presented photos of the involved equipment, as outlined in the agenda memo. Brief discussion followed.

**Commissioner Newton made the motion to declare the listed Public Works materials as “Surplus” and disposed of according to current administrative policies. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Ackley – aye; Dyer – aye; Balensifer – aye**

Mayor Balensifer noted there have been quite a few phone calls on the burning; he stated it makes sense to at least declare a public health hazard and do a moratorium until there is a new ordinance on the books, or at least discuss the policy further. Fire Chief Demers noted years ago, if you were in the three mile range, you could go to ODF and get a permit; ODF would allow you to make a huge pile and burn it for a week. He noted if we put a moratorium in place, it may cause people to go back to ODF, and the city will lose control. ODF maintains forested lands/land clearing. Discussion followed on the amount of smoke from this burn. Ms. Engbretson noted a person from ODF came to see her last week, and stated they had issued a permit for another land clearing within the city limits. Mayor Balensifer reviewed the ordinance; discussion followed on the issues and conditions of this burn. After continued discussion the consensus was to revoke the burn permit based on noncompliance; the Commission will revisit the burn policy in the future.

#### DISCUSSION ITEMS

Public Works Director Collin Stelzig discussed the SW 4<sup>th</sup> Street reconstruction/realignment. He noted the Commission asked Public Works to provide a letter that discusses alignment options; Public Works has contracted with OTAK to design the road improvements along SW 4<sup>th</sup> Street and prepare construction documents. They prepared six different options. These street improvements extend from S. Main Avenue to SW Alder Avenue, and include sidewalks on both sides of the street with stormwater improvements. Mr. Stelzig discussed the various options, noting he prefers option 3. Discussion followed on the different options and parking issues; Mr. Stelzig noted he would look into the issue to see if there is enough room for truck parking. Mayor Balensifer stated he felt comfortable going with option 3, with moving it to the south, and requested Mr. Stelzig report back on parking, with an actual diagram. Consensus was to go with option 3.

#### GOOD OF THE ORDER

Commissioner Newton noted concerns about a House Bill that prohibits reviewing criminal histories for rental applicants.

Mayor Balensifer also noted a House Bill that will prohibit cities from charging SDCs for marijuana businesses. He noted there are some interesting bills and is surprised some have been moving through public hearings and work sessions. Brief discussion continued.

Commissioner Baldwin noted his displeasure with the “ignore the constitution” business, and corporations getting behind gun control. He stated if businesses would do their jobs to run, and politicians would do theirs, the world would be in a better place. He noted he is fed up with it all.

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

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder

DRAFT

3-C



**WARRENTON POLICE DEPARTMENT**  
**FEBRUARY 2019 STATISTICS**  
 MARCH 26, 2019



February Statistics (% changes are compared to 2018)							
Category	2019	2018	%Chg	2017	%Chg	2016	%Chg
Calls for Service	<b>643</b>	497	<b>29%</b>	488	<b>32%</b>	623	<b>3%</b>
Incident Reports	<b>157</b>	138	<b>14%</b>	135	<b>16%</b>	125	<b>26%</b>
Arrests/Citations	<b>171</b>	49	<b>249%</b>	70	<b>144%</b>	69	<b>148%</b>
Traffic Events	<b>236</b>	161	<b>47%</b>	144	<b>64%</b>	231	<b>2%</b>
DUII Calls	<b>2</b>	1	<b>100%</b>	8	<b>-75%</b>	3	<b>-33%</b>
Traffic Accidents	<b>15</b>	17	<b>-12%</b>	17	<b>-12%</b>	15	<b>0%</b>
Property Crimes	<b>89</b>	58	<b>53%</b>	57	<b>56%</b>	68	<b>31%</b>
Disturbances	<b>60</b>	58	<b>3%</b>	47	<b>28%</b>	58	<b>3%</b>
Drug/Narcotics Calls	<b>10</b>	5	<b>100%</b>	6	<b>67%</b>	4	<b>150%</b>
Animal Complaints	<b>15</b>	17	<b>-12%</b>	9	<b>67%</b>	18	<b>-17%</b>
Officer O.T.	<b>106</b>	223	<b>-52%</b>	137	<b>-22%</b>	237	<b>-55%</b>
Reserve Hours	<b>25.5</b>	24	<b>6%</b>	28.5	<b>-11%</b>	82	<b>-69%</b>

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	727	643							
Incident Reports	210	157							
Arrests/Citations	210	171							
Traffic Events	254	236							
DUII Calls	6	2							
Traffic Accidents	25	15							
Property Crimes	116	89							
Disturbances	71	60							
Drug/Narcotics Calls	13	10							
Animal Complaints	22	15							
Officer O.T.	93.73	106.5							
Reserve Hours	37.5	25.5							



Oct	Nov	Dec	2019 YTD	2019 Estimate	2018	2019 v 2018	2017	2019 v. 2017	2016	2019 v. 2016
			1370	8220	9332	-12%	7538	9%	7689	7%
			367	2202	2551	-14%	2028	9%	1749	26%
			381	2286	1731	32%	1098	108%	925	147%
			490	2940	3101	-5%	2094	40%	2353	25%
			8	48	55	-13%	52	-8%	15	220%
			40	240	271	-11%	226	6%	291	-18%
			205	1230	1187	4%	902	36%	805	53%
			131	786	953	-18%	778	1%	781	1%
			23	138	108	28%	79	75%	42	229%
			37	222	325	-32%	301	-26%	311	-29%
			200.22	1201.3	1731.7	-31%	2400.3	-50%	1249	-4%
			63	378	359.5	5%	290	30%	901.75	-58%

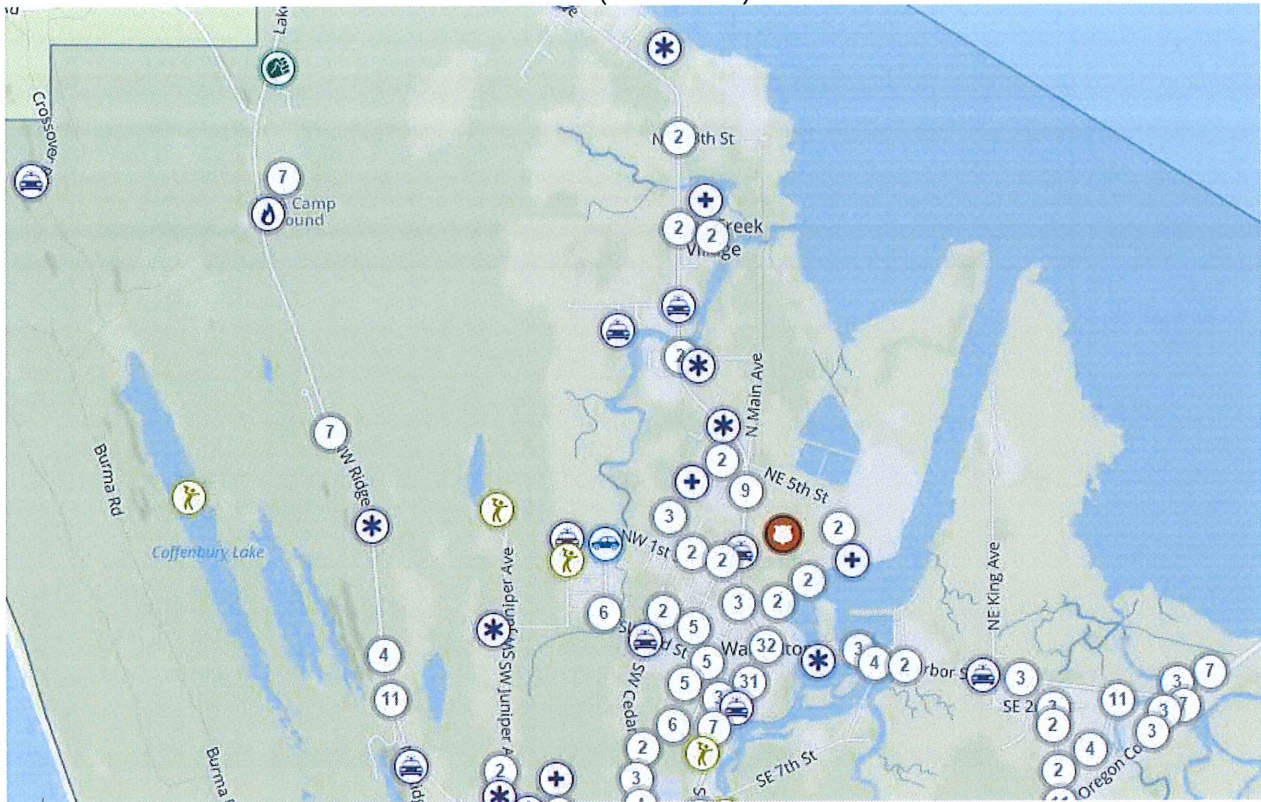
The following is a graphic representation of statistics for February 2019 using our [CrimeReports.com](https://www.crimereports.com) membership. If you go to the website you can zoom in on each incident for more details.

- Violent**
  - Assault
  - Assault with Deadly Weapon
  - Homicide
  - Kidnapping
  - Robbery
  - Other Sexual Offense
  - Sexual Assault
  - Sexual Offense
- Property**
  - Breaking & Entering
  - Property Crime
  - Property Crime Commercial
  - Property Crime Residential
  - Theft
  - Theft from Vehicle
  - Theft of Vehicle
- Quality Of Life**
  - Disorder
  - Quality of Life
  - Drugs
  - Liquor
- 911 & Other**
  - Alarm
  - Arson
  - Death
  - Family Offense
  - Missing Person
  - Other
  - Pedestrian Stop
  - Vehicle Recovery
- Vehicle Stop
  - Weapons Offense
  - Community Policing
  - Proactive Policing
  - Emergency
  - Fire
  - Traffic

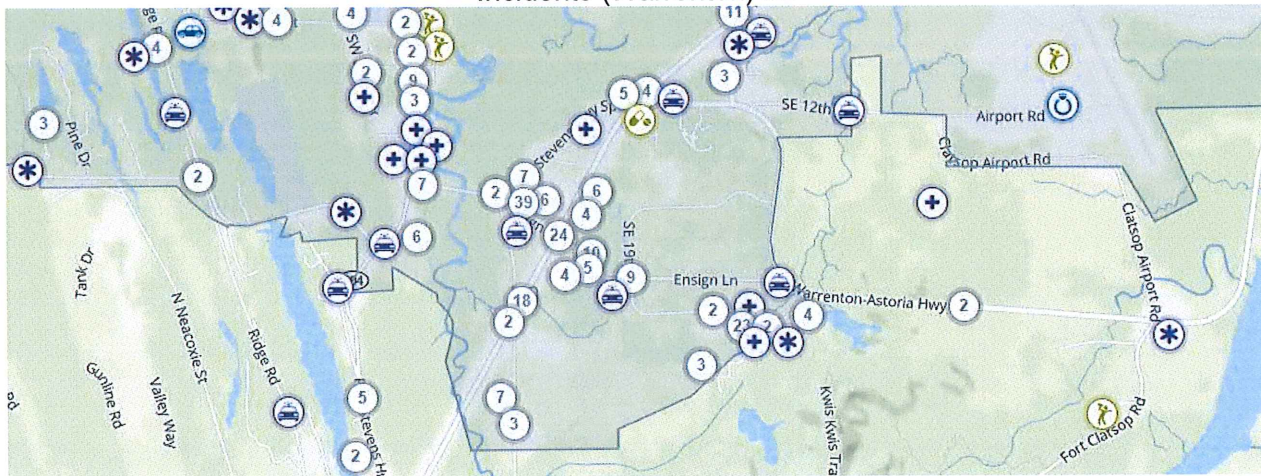




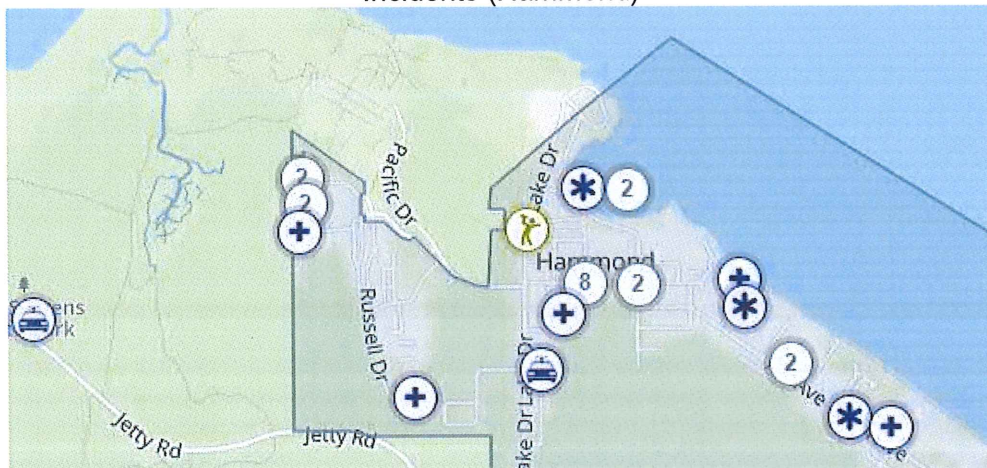
Incidents (Warrenton) #1



Incidents (Warrenton) #2



Incidents (Hammond)





**Economic Indicators**

	Current	1 year ago
◆ Interest Rates:		
LGIP :	2.75%	1.85%
Prime Rate:	5.50%	4.50%
◆ CPI-U change:	1.5%	2.2%
◆ Unemployment Rates:		
Clatsop County:	not avail.	4.1%
Oregon:	4.4%	4.2%
U.S.:	3.8%	4.1%

**Department Statistics**

◆ Utility Bills mailed	3,331
◆ New Service Connections	1
◆ Reminder Letters	370
◆ Door Hangers	82
◆ Water Service Discontinued	18
◆ Walk-in counter payments	682
◆ Mail payments	1,072
◆ Auto Pay Customers/pmts	591
◆ Online (Web) payments	618
◆ Phone payments	114

**Current and Pending Projects**

- ◆ 2019-2020 Budget Preparation
- ◆ 2020-2025 Capital Improvement Program

**Financial Narrative as of February 28, 2019**

**Note:** Revenues and expenses should track at 8/12 or 66.7% of the budget.

**General Fund:** Year to date revenues amount to \$2,825,596, which is 70.4% of the budget, compared to the prior year amount of \$2,849,996, which was 73.8% of the budget and are down by \$24,400. Increases are shown in property taxes, franchise fees, municipal court, community development fees, miscellaneous, interest and lease receipts and are offset by decreases in transient room tax, state revenue sharing, police charges, and fire charges.

Expenses year to date amount to \$2,909,144, which is 62.8% of the budget, compared to the prior year amount of \$2,681,350, which was 61.3% of the budget. All departments are tracking at or under budget. Year to date transfers of \$204,578 were made to other funds as budgeted.

**WBA:** Business license revenue amounts to \$57,050, compared to \$50,710 last year at this time, a difference of \$6,340. The number of business licenses issued year to date is 644 compared to 547 at this time last year.

**Building Department:** Permit revenues this month amount to \$12,621 and \$100,181 year to date, which is 63.9% of the budgeted amount. Last year to date permit revenue was \$171,155.

**State Tax Street:** State gas taxes re-

ceived this month amount to \$34,379 for fuel sold in January and \$237,440 year to date. City gas taxes received this month amount to \$27,735 for fuel sold in December and are \$196,720 year to date.

**Warrenton Marina:** Total revenues to date are \$507,985, 80.4% of the budgeted amount, compared to the prior year amount of \$458,168, which was 86.1% of the budgeted amount. There is \$29,860 in moorage receivables outstanding.

**Hammond Marina:** Total revenues to date are \$338,962, 84.8% of the budgeted amount, compared to the prior year amount of \$290,735, which was 101% of the budgeted amount. There is \$2,104 in moorage receivables outstanding.

Of the total outstanding receivables :

- \$16,041 is current, 50%
- \$2,666 is 30-60 days over, 8%
- \$1,847 is 60-90 days over, 6%
- \$11,410 is over 90 days old, 36%

**Water Fund:** Utility fees charged this month are \$140,101 and \$74,000, and \$1,307,296 and \$958,053 year to date for in-city and out-city respectively and totals \$2,265,349 and is 74.8% of the budget. Last year at this time year to date fees were \$1,202,305 and \$898,618, for in-city and out-city, respectively, and totaled \$2,100,293.

**Sewer Fund:** Utility fees charged this month are \$186,282 and \$1,518,149 year to date, which is 69.3% of the budget. Last year at this time year to date fees were \$1,427,390. Shoreline Sanitary fees year to date are \$86,849. Septage revenue year to date is \$186,362 and is 61.5% of the budget. Total revenues year to date are \$1,901,881 compared to \$2,221,819 at this time last year. Last year revenue included loan proceeds for the Core Conveyance Project.

**Storm Sewer:** Utility fees (20% of sewer fees) this month are \$37,256 and \$303,666 year to date and is 69.5% of the budget. Last year to date revenues were \$285,441 which was 70.4% of the budget.

**Sanitation Fund:** Service fees charged this month for garbage and recycling are \$79,110 and \$16,088, and \$643,625 and \$128,198, year to date, and are 70.2% and 69.2% of the budget respectively.

**Community Center:** Rental revenue to date is \$13,718 and represents 98% of the budget. Last year at this time rental revenue was \$12,449 and was 99.6% of the budget. Total expenses are \$15,032 and total revenues are \$18,096, increasing fund balance by \$3,064. A budgeted transfer of \$2,000 was made to the Community Center Capital Reserve Fund this month for future improvements.



**Financial data as of February 2019**

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,320,984	1,337,045	908,000	147.25
Plus: Revenues	189,440	2,825,596	4,013,541	70.40
Less: Expenditures				
Municipal Court	10,044	83,356	139,198	59.88
Admin/Comm/Fin(ACF)	64,259	746,538	1,142,969	65.32
Planning	15,644	137,329	219,607	62.53
Police	113,671	1,135,477	1,894,677	59.93
Fire	44,424	520,607	868,783	59.92
Parks	8,885	81,259	163,659	49.65
Transfers	-	204,578	204,578	100.00
Total Expenditures	256,927	2,909,144	4,633,471	62.79
Ending Fund Balance	<u>1,253,497</u>	<u>1,253,497</u>	<u>288,070</u>	<u>435.14</u>

(see details of revenue, page 4)

	WBA			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	62,573	65,586	53,000	123.75
Plus: Revenues	768	64,510	63,000	102.40
Less: Expenditures	1,247	68,002	98,692	68.90
Ending Fund Balance	<u>62,094</u>	<u>62,094</u>	<u>17,308</u>	<u>358.76</u>

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	248,286	272,657	200,000	136.33
Plus: Revenues	13,086	104,340	158,682	65.75
Less: Expenditures	15,394	131,019	315,577	41.52
Ending Fund Balance	<u>245,978</u>	<u>245,978</u>	<u>43,105</u>	<u>570.65</u>

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,050,540	1,809,511	1,500,000	120.63
Plus: Revenues	66,456	465,556	753,057	61.82
Less: Expenditures	16,181	174,252	1,572,100	11.08
Ending Fund Balance	<u>2,100,815</u>	<u>2,100,815</u>	<u>680,957</u>	<u>308.51</u>

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	381,156	195,211	190,000	102.74
Plus: Revenues	17,415	507,985	631,700	80.42
Less: Expenditures	159,635	464,260	711,179	65.28
Ending Fund Balance	<u>238,936</u>	<u>238,936</u>	<u>110,521</u>	<u>216.19</u>



## Financial data as of February 2019, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	260,867	122,905	119,000	103.28	2,022,142	1,337,636	1,100,000	121.60
Plus: Revenues	3,361	338,962	399,751	84.79	236,984	2,525,820	4,821,100	52.39
Less: Expenditures	50,826	248,465	457,137	54.35	877,491	2,481,821	5,297,243	46.85
Ending Fund Balance	<u>213,402</u>	<u>213,402</u>	<u>61,614</u>	<u>346.35</u>	<u>1,381,635</u>	<u>1,381,635</u>	<u>623,857</u>	<u>221.47</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,590,128	1,939,250	1,700,000	114.07	741,427	596,394	375,000	159.04
Plus: Revenues	243,140	1,901,881	2,698,919	70.47	38,505	311,982	439,800	70.94
Less: Expenditures	1,181,788	2,189,651	3,235,301	67.68	14,590	143,034	602,036	23.76
Ending Fund Balance	<u>1,651,480</u>	<u>1,651,480</u>	<u>1,163,618</u>	<u>141.93</u>	<u>765,342</u>	<u>765,342</u>	<u>212,764</u>	<u>359.71</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	478,707	417,570	380,000	109.89	19,450	14,375	10,000	143.75
Plus: Revenues	96,637	784,502	1,109,100	70.73	1,563	18,096	18,020	100.42
Less: Expenditures	190,003	816,731	1,301,768	62.74	3,574	15,032	26,241	57.28
Ending Fund Balance	<u>385,341</u>	<u>385,341</u>	<u>187,332</u>	<u>205.70</u>	<u>17,439</u>	<u>17,439</u>	<u>1,779</u>	<u>-</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	153,685	40,842	40,000	102.11	288,305	297,770	234,692	126.88
Plus: Revenues	1,728	204,300	226,925	90.03	562	4,402	1,897,622	0.23
Less: Expenditures	17,274	107,003	183,285	58.38	650	13,955	2,132,314	0.65
Ending Fund Balance	<u>138,139</u>	<u>138,139</u>	<u>83,640</u>	<u>165.16</u>	<u>288,217</u>	<u>288,217</u>	<u>-</u>	<u>-</u>



**Financial data as of February 2019, continued**

**(%) Cash Balances as of February, 2019**

General Fund	1,491,966	Warrenton Marina	224,913	Storm Sewer	716,878
WBA	62,174	Hammond Marina	213,575	Sanitation Fund	283,128
Building Department	247,535	Water Fund	848,091	Community Center	19,672
State Tax Street	2,109,927	Sewer Fund	1,318,702	Library	144,169

**Warrenton Urban Renewal Agency**

Capital Projects	288,867
Debt Service	1,770,922

General Fund Revenues	Collection Frequency	2018-2019 Budget	Actual as a % of Current Budget	Collections/Accruals Year to date		(over) under budget
				February 2019	February 2018	
Property taxes-current	AP	955,270	97.01	926,663	880,896	28,607
Property taxes-prior	AP	35,000	62.50	21,875	23,051	13,125
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	551,000	55.41	305,292	298,149	245,708
COW - franchise fees	M	146,621	70.88	103,922	96,983	42,699
Transient room tax	Q	532,696	50.68	269,972	345,211	262,724
Liquor licenses	A	700	89.29	625	700	75
State revenue sharing	MQ	162,745	43.54	70,867	79,634	91,878
Municipal court	M	104,400	87.83	91,698	62,970	12,702
Community development fees	I	50,000	62.00	30,998	24,263	19,002
Police charges	I	8,500	145.25	12,346	44,911	(3,846)
Fire charges	SM	97,582	72.18	70,432	113,489	27,150
Park charges	I	-	0.00	50	125	-
Miscellaneous	I	1,200	1112.58	13,351	12,241	(12,151)
Interest	M	15,000	124.05	18,607	10,427	(3,607)
Lease receipts	M	209,858	67.84	142,358	140,271	67,500
<b>Sub-total</b>		<b>2,870,572</b>	<b>72.43</b>	<b>2,079,056</b>	<b>2,133,321</b>	<b>791,516</b>
Transfers from other funds	I	-	0.00	-	25,629	-
Overhead	M	1,142,969	65.32	746,539	691,046	396,430
<b>Total revenues</b>		<b>4,013,541</b>	<b>70.40</b>	<b>2,825,595</b>	<b>2,849,996</b>	<b>1,187,946</b>

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link & NW Nat-quarterly, Charter annually in March, all others monthly

S - semi-annual

I - intermittently

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2018. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

7-A

*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

**AGENDA MEMORANDUM**

**TO:** The Warrenton City Commission  
**FROM:** Kevin A. Cronin, Community Development Director  
**DATE:** For the agenda of March 26, 2019  
**SUBJ:** Determination of nuisance—165 SE 2<sup>nd</sup> Street (“Moore”)

**SUMMARY**

**Warrenton Municipal Code 8.16.020** states that “No person shall cause or permit a nuisance affecting public health on property owned or controlled by the person.” Nuisances listed in this section include accumulations of debris, rubbish, manure and other refuse that are not removed within a reasonable time and that affect the health of the City.

**WMC 8.16.040 Attractive Nuisances** states that no owner, or person in charge of property shall permit “unguarded machinery, equipment or other devices that are attractive, dangerous and accessible to children.

**WMC 8.16.060 Scattering rubbish** prohibits persons from depositing on public or private property, rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench or fire hazard, detract from the cleanliness or safety of the property or would be likely to injure a person, animal or vehicle traveling on a public way.

**WMC 8.16.120 Junk** prohibits keeping junk outdoors on a street, lot, or premises. “Junk” means and includes all old motor[s], old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances, parts, old iron or other metal, glass paper, lumber, wood or other waste or discarded material.

**WMC 8.16.140 Unenumerated nuisances** declares that the conditions described above are public nuisances and may be abated as established in WMC 8.16.150 through 8.16.210. In addition to the nuisances specifically enumerated in this chapter, every other thing, substance or act that is determined by the City Commission to be injurious or detrimental to the public health, safety or welfare of the City can be declared a nuisance and may be abated.

The yard at the subject property is chronically filled with rubbish, trash, junk, junk vehicles, construction debris, broken trailers, and the like. The attached photographs, taken March 14, 2019, show three junk vehicles and a trailer on the subject property. All of this material in the yard which is unfenced and unprotected from the public generally and neighborhood children specifically. We conclude that conditions at the subject address are consistent with and meet the intent of the descriptions of various nuisances, both enumerated and unenumerated.

The City Commission is charged with the responsibility and authority to determine whether a nuisance exists. This must be done in a public meeting, and after five days notice by letter to the owner or person in charge of the property. Staff provided a courtesy “yellow tag” on February 4, 2019 and spoke with the property owner about cleanup. No progress has been made to date. A letter of notification was sent on March 5, 2019 by certified mail to the owner as identified in Clatsop County Assessor’s records that this would be an agenda item at the March 26 City Commission meeting. The Police Department posted the site on March 5.

#### **RECOMMENDATION/SUGGESTED MOTION**

*I move to declare that enumerated and unenumerated nuisances exist at 165 SE 2<sup>nd</sup> Street, and direct staff to commence actions to notify the owner of record and person responsible for the property to abate the nuisances within 10 days as prescribed in WMC 8.16.160.*



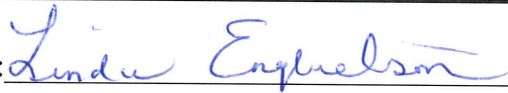
## **ALTERNATIVE**

None recommended

## **FISCAL IMPACT**

A potential fiscal impact exists, but cannot be quantified at this time. Should the owner or person responsible not abate the nuisance within the time allowed by code, the Commission may cause the nuisance to be abated by city personnel. The cost of performing that action would be based on the amount of time for collecting the material and the cost of disposal. This expense may be recovered by providing an invoice for the expense to the owner and persons responsible. WMC 8.16.200 authorizes the city place a lien on the property for the amount of the invoice if the invoice is not paid.

Approved by City Manager:



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



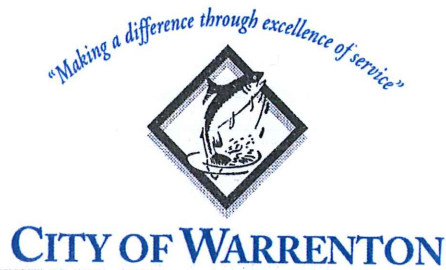








7-B



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig, Public Works Director  
DATE: March 26, 2019  
SUBJ: Headstart Siding Repair

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**Summary:**

Per Chapter IX of the City of Warrenton Charter, contracts for greater than \$5,000 require prior approval of the plans and specifications by the City Commission. Public Works seeks to request sealed competitive bids for the Headstart Siding Repair Project. Proposed Plans & Specifications are attached to this memo.

**Recommendation**

Staff recommends the following motions;

"I move to approve the plans & specifications for bidding purposes for the Headstart Siding Repair project.

**Alternative**

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

**Fiscal Impact**

Thirty Thousand (\$30,000) dollars is budgeted for this project in the Facilities Maintenance Fund, line item 035-410-371007.

Approved by City Manager: \_\_\_\_\_



**CONTRACT DOCUMENTS**

**FOR THE**

**CITY OF WARRENTON**

**HEADSTART SIDING REPAIR PROJECT-2019**

**PUBLIC NOTICE  
SOLICITATION FOR BIDS**

**CITY OF WARRENTON  
HEADSTART BUILDING SIDING REPAIR PROJECT-2019**

Notice is hereby given that sealed bids will be received by Linda Engbretson, City Manager, for the City of Warrenton, at her office at P.O. Box 250, 225 South Main Street, Warrenton, OR 97146, until the hour of 2:00 p.m. Wednesday ###/##/####, for the Headstart Building siding repair project, at which time the bids will be publicly opened and read aloud. Any bids received after the time for opening will not be considered.

The work to be performed includes the material, labor, equipment and permits, in accordance with specifications for the Headstart building siding repair project. Refer to bid documents for additional technical information. The total project cost is estimated at \$30,000. Therefore, this work will not be subject to the Prevailing Wage Statute 279C.800 to 279C.870. The complete date is ###/##/####.

Bid packets, including specifications, are available at the office of City of Warrenton City Hall, P.O. Box 250, 225 South Main Street, Warrenton, OR, 97146, or downloaded from the City of Warrenton web page ([www.ci.warrenton.or.us](http://www.ci.warrenton.or.us)).

Bidders are advised that a mandatory pre-bid meeting for all prime contractors is scheduled to promptly begin at 2:00 p.m. on ###/##/#### at the Warrenton Headstart Building.

Authorized by:  
Mrs. Linda Engbretson, City Manager  
Advertisement Date: ###/##/####

## BIDDER'S CHECKLIST

### CITY OF WARRENTON HEADSTART BUILDING SIDING REPAIR PROJECT-2019

#### FORMS TO EXECUTE FOR SUBMISSION OF BID:

The bidder's attention is especially called to the following forms which must be executed in full before bid is submitted:

- (a) Bid Form: The bid sheet is to be filled in and signed by the bidder and returned with bid.
- (b) Bond Accompanying Bid: a 5% bid bond is required for this project.
- (c) It is anticipated that the contract amount for this project will be less than \$100,000. Therefore, First-Tier Subcontractor disclosure requirements will not be required.
- (d) Facsimile and electronic transmissions of bids will not be accepted.
- (e) Demonstration of Bidders responsibility under ORS 279C.375(3)(b).

#### FORMS TO EXECUTE AFTER AWARD OF BID:

- (a) Contract: The agreement provided within this package is to be executed by the successful bidder within ten (10) calendar days of award of the contract.
- (b) Comprehensive general liability insurance shall be combined single limit for broad form liability property damage and bodily injury, with at least the minimum limit of \$2,000,000. A copy of insurance listing the City of Warrenton as additional insured must be delivered to the City at the same time the contract is signed.
- (c) The Contractor shall furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the protection of claimants under ORS 279C.600.
- (d) The Contractor shall provide completed Certificate of Non-Discrimination
- (e) The Contractor shall provide completed Employee Drug Testing Program
- (f) The Contractor shall deliver to the City a copy of his Warrenton business license prior to entering into the Contract.

## GENERAL INSTRUCTIONS TO BIDDERS

### 1 GENERAL

Bids must be delivered to Linda Engbretson, City Manager, to her office at 225 South Main Street, P. O. Box 250, Warrenton, Oregon, 97146, by 2:00 PM, ##/##/####, after which bids will not be received.

### 2 SCOPE OF WORK

The work includes all labor and materials required by the contract documents to complete the work. Contractors are instructed to thoroughly familiarize themselves with all aspects of the work.

### 3 PROJECT DESCRIPTION

The work to be performed includes the material, labor, equipment and permits, in accordance with specifications, for the removal of existing siding and trim, replacement with new siding and trim, repair of dry rot, and re-painting etc. for the Head Start Building 200 SW 3<sup>rd</sup> Street Warrenton Oregon 97146. Refer to bid documents for additional technical information. Completion date is ##/##/####. This project is funded with local City of Warrenton funds.

### 4 PUBLIC SAFETY DURING CONSTRUCTION

Pedestrian safety and traffic control shall be provided for by Contractor in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.

### 5 STREET/SIDEWALK CLOSURE REQUIREMENTS

Street and sidewalk closures shall be kept to a minimum during construction. Access to local residence and businesses shall be maintained at all times for pedestrian traffic. Any disruptions to pedestrian traffic to local businesses shall be coordinated between the Contractor and business owner to their mutual satisfaction. Disruption to vehicle traffic shall be kept to a minimum. The Contractor shall notify the City Engineer and Emergency Services before closing any streets.

### 6 ENVIRONMENTAL AND NATURAL RESOURCES LAWS TO BE OBSERVED

In compliance with ORS 279C.525, the following is a list of federal, state and local agencies, of which the City has knowledge, that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

#### FEDERAL AGENCIES

Department of Agriculture  
Forest Service

Soil Conservation Service

Department of Defense

Army Corps of Engineers

Department of Energy

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services

Department of Housing & Urban

Development

Department of Interior

Bureau of Land Management

Bureau of Reclamation

Geological Survey

U.S. Fish and Wildlife Service

Department of Labor

Occupation Safety and Health Administration

Water Resources Council

#### LOCAL AGENCIES

City Councils

Board of County Commissioners

**STATE AGENCIES**

Department of Agriculture  
Soil and Water Conservation Commission  
Department of Energy  
Department of Environmental Quality

Department of Fish and Wildlife Department of Forestry  
Division of State Lands  
Water Resources Department

**7 ADDITIONAL CONTRACTOR RESPONSIBILITIES**

- 1) Contractor is responsible for obtaining and paying for all necessary permits.
- 2) Contractor shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.
- 3) Contractor is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

**8 PRE-BID MEETING**

A mandatory pre-bid meeting will be held on ###/###/#### at 2:00 PM at the Head Start Building 200 SW 3<sup>rd</sup> Street Warrenton Oregon 97146. Attendance is required to be a qualified bidder. Statements made by a City representative at a pre-bid meeting are not binding on City unless confirmed by written addendum.

**9 INTERPRETATION OF PLANS & SPECIFICATIONS**

If the bidder finds discrepancies, omissions or is in doubt as to the true meaning of any part of the contract documents, the bidder shall submit to the City Engineer of Record a written request for a clarification or interpretation. Requests shall be submitted at least seven days prior to the date set for bid opening.

All clarification or interpretation of the contract documents or approval of equivalent products will be made by addendum. All addenda shall be considered in the bid. The City is not responsible for any explanation, clarification or interpretation given in any manner except by addendum.

**10 ADDENDA**

City will make changes to a solicitation document only by written addenda. An Offeror shall provide written acknowledgement of receipt of issued addenda with its offer unless the City otherwise specifies in the addenda. City will provide notice of addenda by mail or facsimile, and in a reasonable time so as to allow prospective Offerors to consider the addenda in preparing their offer. City may extend closing if City determines prospective Offerors need additional time to review and respond to addenda. City will not, except to the extent required by a countervailing public interest, issue addenda less than 72 hours before closing unless the addendum also extends closing.

**11 BID SECURITY**

A 5% bid security will be required for this project.

**12 RESIDENT BIDDER**

Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.



**13 ASBESTOS LICENSE**

A Contractor or subcontractor need not be licensed under ORS 468A.720 (Asbestos Abatement License)

**14 CONSTRUCTION CONTRACT BOARD REGISTRATION**

No bid will be considered unless bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530, as may be required.

**15 EXECUTION OF BID**

Bids must be made on the bid form provided to prospective bidders.

All prices must be in figures, in ink or typewritten.

No alterations in the proposal, specifications or contract will be allowed.

The bid shall be executed in the name of the firm followed by the signature of the officer authorized to sign for the firm and the printed or typewritten designation of the office head, together with certification that the bid has been authorized by the firm's controlling members.

The address of the bidder shall be typed or printed on the bid form. No bid can be withdrawn after having been opened by the City Manager.

**16 PRICES - FOB DESTINATION**

All prices must be FOB destination, with all transportation and handling paid by the bidder.

**17 SUBMISSION OF BID**

Each bid shall be sealed in a separate envelope, addressed to Linda Engbretson, City Manager, at her office at the City of Warrenton, 225 South Main Street, P. O. Box 250, Warrenton, Oregon, 97146, 503-861-2233. Date of opening and nature of bid must be plainly marked on the outside of the sealed envelope preceded by the words "sealed bid". Facsimile and electronic submissions of bids will not be accepted. Bids will be publicly opened immediately after 2:00 pm, ####/####.

Bidder is responsible for insuring that the City receives the bid at the time and place required for bid submission regardless of method used to submit the bid. The US Post Office is the agent of the bidder.

Bids received will be considered by the City Council within 45 days of opening of the bid. The successful bidder must execute a contract within 10 days from the date of notification.

All bids must be made upon blank forms furnished by the City. Each bid must be accompanied by a demonstration of the bidder's responsibility under ORS 279C.375(3)(b)

## **18 NOTICE OF INTENT TO AWARD**

The City will at least seven (7) days before the award of a public contract, unless the City determines that seven days is impractical under rules adopted under ORS 279A.065, post or provide to each bidder or proposer notice of the contracting agency's intent to award a contract.

The Bidder will provide sufficient information with the bid to allow the City to promptly make its intention known. Refer to attached Required Responsibility Determination Information form.

## **19 ACCEPTANCE OR REJECTION OF BIDS**

The award of contract, or the rejection of all bids, will be made by the City within 45 calendar days of the bid opening date.

The City reserves the right in its sole discretion to reject any or all bids and to waive any irregularities or formalities. The City may reject any bid not in compliance with public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject, for good cause, all bids upon a finding of the City it is in the public interest to do so.

In selecting the lowest responsive bid, the City reserves the right to take into consideration any or all alternatives called for in the bid form.

A materially unbalanced bid is defined as, "a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City." A bid will be considered irregular and may be rejected if the City determines that any of the unit prices are significantly or materially unbalanced to the potential detriment of the City. The City will place specific emphasis on its review of bids that appear to be unbalanced, as it may be to the detriment of the City. If the City finds that a bid is a detriment to the City or not in the best interest of the public, the City will act by rejecting all such unbalanced bids.

Bids which are incomplete or which are conditioned in any way, or which contain erasures or alterations, may be rejected.

The City of Warrenton is an equal opportunity employer.

The successful bidder must enter into a contract within ten (10) calendar days after the award of the contract.

## **20 START UP**

The successful bidder must begin work on the site within five calendar days of receiving the Notice to Proceed. The contract time commences on the day the Notice to Proceed is delivered. The Contractor may, in lieu of beginning work within five days, submit a detailed schedule of the first 30 days of the contract which is acceptable to the City.

## **21 CERTIFIED INSURANCE**

Contractor shall obtain and maintain insurance as described in the attached Public Improvement Contract.

Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to City. A copy of an insurance certificate in a form satisfactory to City certifying the issuance of such insurance shall be furnished to City. The City shall be named as additional insured.

**22 CITY BUSINESS LICENSE**

Successful bidder shall have current business license (occupational tax) with the City of Warrenton prior to entering into an agreement.

**23 GUARANTEE**

The equipment, materials, or other items proposed and delivered to the City of Warrenton job site shall be complete in every respect and ready for operation and use in accordance with the specifications, with inspection submitted at time of delivery.

**24 PERFORMANCE AND PAYMENT BOND**

Successful bidder will be required to furnish a performance bond and a payment bond in approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

**25 CERTIFIED PAYROLL REPORTS**

The project improvement value is not expected to exceed \$50,000. Therefore, the Contractor will not need to submit certified payroll reports with the applications for payment.

**26 CERTIFICATION OF NON DISCRIMINATION**

Contractor will be required to provide a certification of non discrimination in obtaining required subcontractors in accordance with ORS 279A.110 (4).



**City of Warrenton  
Headstart Siding Repair Project 2019**

**PROPOSED PROJECT SCHEDULE**

<u>Date</u>	<u>Event and Responsibility</u>
##/##/####	Advertise for Bids (City)
##/##/####at 2:00 PM	Job site pre-bid walk through at the Head Start Building (Bidders/City). Attendance is required to pre-qualify bidders
##/##/####at 2:00 PM	Bid Opening at City Hall
##/##/####	City to Post Intent to Award
##/##/####	Deadline for Submission of Bid Protest (Bidders)
##/##/####	City Commission to Award Bid
##/##/####	Submit bonds, insurance certificates, signed Agreement and all required paperwork to City of Warrenton. (Contractor)
May 1 <sup>st</sup> , 2019	Pre-construction meeting with City of Warrenton and Contractor. Anticipated Notice to Proceed issued to Contractor. Begin construction.
June 30,2019	Deadline for Completing All Improvements.

## Required Responsibility Determination Information

Project Name: **HEADSTART SIDING REPAIR PROJECT-2019**

Business Entity Name: \_\_\_\_\_

CCB License Number: \_\_\_\_\_

Information must be submitted to the City to establish the following:

1. The bidder has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
2. The bidder has a satisfactory record of performance.
3. The bidder has a satisfactory record of integrity.
4. The bidder is qualified legally to contract with the contracting agency.
5. The bidder will supply any additional information in connection with a City inquiry concerning responsibility.

As may be required, the City of Warrenton will provide the completed information with attachments, if any, to the State of Oregon Construction Contractors Board within 30 days after the date of contract award.

**CITY OF WARRENTON**  
**HEADSTART SIDING REPAIR PROJECT-2019**  
**CERTIFICATE OF NON-DISCRIMINATION**

I certify that \_\_\_\_\_ (name of organization/individual) is in full compliance with ORS 279A.110, designed to prohibit discrimination against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

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Signature/Printed Name

Date

**BID FORM**  
**CITY OF WARRENTON**  
**HEADSTART SIDING REPAIR PROJECT 2019**

BASE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL AMT
Mobilization and Materials	1	Lump Sum	\$	\$
South Wing, East Wall: Tear off and disposal of old siding and trim. Install new fiber cement siding and trim. (per manufactures specs) Including all materials	1	Lump Sum	\$	\$
East Wing, South Wall: Tear off and disposal of old siding and trim. Install new fiber cement siding and trim. (per manufactures specs) including all materials	1	Lump Sum	\$	\$
Replace In-kind Interior Window Trim	200	Lineal Ft	\$	\$
Dry Rot repair (Sheathing Only)	800	Sqft	\$	\$
Dry Rot Repair (Sheathing, Framing, Interior, Sheetrock, Trim, insulation, electrical, plumbing, sill plates, etc.)	200	Sqft	\$	\$
Paint all restored trim and siding	1	Lump Sum	\$	\$
<b>TOTAL</b>				<b>\$</b>

ADDITIVE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL AMT
Additional exterior trim that needs to be replaced on other parts of the building (non-South Wing, East Wall or East Wing, South Wall) Approx. 100'	100	Lineal Ft		
Repair/ replace failing windows 4'6"-2'6" X 3 4.5'-2.5' with slider X 1 1'3"-5'7" X 1 1'6"-4'6" X 3 (See Bid Photos for actual Window Locations)	1	Lump Sum	\$	\$
<b>TOTAL</b>				<b>\$</b>



The undersign bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

The undersigned is \_\_\_ YES \_\_\_ NO a resident bidder, as defined in ORS 279A.120 (Check One)

The bidder acknowledges receiving and incorporating changes described in Addenda No. \_\_\_\_\_ through \_\_\_\_\_.

\_\_\_\_\_  
BIDDING COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
TITLE

BIDDING COMPANY MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CORPORATION: \_\_\_ YES \_\_\_ NO

TAX NUMBER OR SOCIAL SECURITY NUMBER: \_\_\_\_\_

CONTRACTOR BOARD NO. \_\_\_\_\_

**SUPPLEMENTAL PROVISIONS  
CITY OF WARRENTON  
HEADSTART BUILDING SIDING REPAIR PROJECT-2019**

- 1. Notice to Proceed:** The Contractor shall obtain a Notice to Proceed from the City before work can commence and before materials should be ordered. The Notice to Proceed will be issued upon proof that the Contractor has obtained the necessary building permit, has the required State of Oregon and City licenses, provides proof of necessary minimum insurance, and has completed the necessary Contract Agreement.

All sub-contractors shall be subject the requirements of licensing and insurance.

- 2. Building Permit:** The Contractor shall be required to obtain a building permit from the City of Warrenton and is a condition of the Notice to Proceed. The City of Warrenton will be responsible for the permit building fees.
- 3. Available Work Time:** The Warrenton Head Start building is a City building that is leased to the Head Start Organization to operate a preschool facility and will be actively using the building. Therefore, part or all the Contractor's work activities may be impacted. A list of dates and times of concern will be available to the Bidders at the Pre-Bid Meeting.
- 4. Progress of Construction Work:** To minimize possible weather damage and vandalism during construction, the Contractor will schedule the removal of the existing siding to one quarter of a wall line at a time. Once the siding has been removed, the underlying sheathing will be inspected for possible dry-rot. If there are no signs of rot, then the work of laying up building paper and new siding may proceed. The Contractor shall take all necessary precautions to prevent weather damage to the existing structure, both inside and outside. The schedule for progressing work from one wall to another will depend upon the number of laborers and materials available, weather, and the work time restrictions.

The Contractor shall inspect the underlying wall sheathing for possible dry-rot, once the old siding has been removed. The Contractor shall promptly notify the Project Manager if dry-rot has been discovered, or if a problem exists that may create a situation for a Change Order. A Change Order will be required for the repair, removal and replacement of damage caused by dry-rot. The contractor will provide a cost per square foot for dry rot repair.

The South wall of the East wing is the wall that has the most obvious issues that need addressed followed by the East wall of the South wing which has similar damage but is not as directly impacted by the weather. Both walls will need the existing siding and trim torn off and disposed of. The walls will need inspected for dry rot any repairs to the structure will need made at this time. The Siding and trim shall be replaced with fiber cement trim and siding installed to the manufacture's specifications. The contractor will provide lump sum costs for each wing including tear off, disposal installation of new siding and trim per manufactures specs with all materials included in the unit price.

The siding on the remainder of the building appears to be in decent condition however, there is approximately 100' +/- of additional trim that needs to be repaired on other walls. The contractor will provide a cost per foot for this additional trim replacement.

Sheetrock will also need to be repaired and finished back to existing condition. Cost for restoration of any sheet rock will be provided in cost per square foot.

Several windows on the structure are failing. The contractor will provide a lump sum price to replace the failed windows. There are 8 windows that have blown seals.

The failed windows types and quantities are:

- 4'6"-2'6"X Three
- 4.5'-2.5' with slider X One
- 1'3"-5'7"X One
- 1'6"-4'6" X One

**The Contractor will begin work on the south wall of the east wing. Then, the Contractor will begin work on the east wall of the south wing.**

**5. Change Order:** The Contractor may request and/or the City may order changes in the work or the timing or the sequencing of the work that impacts the contract price or the contract time. All such changes in the work that effect contract price or contract time shall be formalized in a Change Order. The Contractor and the City shall negotiate in good faith an appropriate adjustment to the contract price and/or the contract time, concluding their negotiations as expeditiously as possible. Acceptance of the Change Order shall not be unreasonably withheld.

An increase or decrease in the contract price and/or contract time shall be determined by one or more of the following methods:

1. Utilizing unit prices as set forth within this Agreement;
2. A mutually accepted, itemized lump sum;
3. Costs calculated on a basis agreed upon by the City and the Contractor, plus a fee to which they agree;
4. If an increase or decrease cannot be agreed to as set forth in item 1-3 above and the City issues an Interim Directed Change, the cost of the change in the work shall be determined by the reasonable actual expense and savings of the performance of the work resulting from the change.

**6. Payments:** The Contractor will submit his application for payment based upon the itemized Bid Form. Application for payment will be made to the Project Manager, for his approval. Payment will be made at the end of each month for the percentage of work completed during that particular month. The Project Manager will forward the approved application to the City Finance Director.

The Contractor will submit his monthly invoice to the City via US Mail – do not hand deliver.

Invoices received by the City by the 5<sup>th</sup> of the month will be paid by the 15<sup>th</sup> of that month. Payment checks will be sent to the Contractor via US Mail – will not be hand delivered.

Approved payment requests will include a five (5%) retainage. The accumulated retainage will be paid to the Contractor on the final payment.

Payments for materials is included in the associated bid items and only include building materials to be used for this project, delivered and securely stored. The Contractor shall take all necessary precautions to protect the building material from vandalism, weather, and theft.

Final payment will require a Lien Release signed and notarized.

7. **Completion Date:** The completion date shall be **June 30,2019**. Completion will require all the work to be completed and the site cleaned up.
8. **Liquated Damages:** The agreed upon amount of liquated damages shall be one-hundred dollars (\$100.00) per calendar day. Liquated damages shall commence on the first calendar day after the specified completion date and shall continue thereafter each and every calendar day until all of the work is satisfactorily completed and accepted by the City.
9. **Delays and Extensions of Time:** If the Contractor is delayed at any time in the commencement or progress of the work by an act of neglect of the City, or by changes ordered in the work, by and industry-wide labor dispute, fire, unusual delay in delivers, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the City, then the Contract time will be extended by Change Order for such reasonable time as the City may determine. No extension of time for completion will be allowed for delays or suspensions to the extent caused by or contributed by the fault or negligence of the Contractor, subcontractors, or anyone for whom the Contractor is responsible.
- 10.**Building Paint Color:** All the replaced siding and trim shall be primed before receiving a minimum of two top coats of 100% acrylic exterior grade paint. The paint shall be color matched to the existing paint schemes currently on the building. The Contractor is to submit color samples and product information to the City for approval, before ordering products.
- 11.**Clean-up and Protection of Landscaping:** The Contractor shall take all necessary precautions to protect the trees, shrubs, the roof, adjacent property, and adjacent structures from paint overspray and damage by his construction. Clean-up of building materials and work tasks shall be a daily and on-going work task, the cost of which shall be part of the Contractors overall work duties.



**CITY OF WARRENTON  
CONTRACT FOR SERVICES**

CONTRACT:

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and \_\_\_\_\_, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

WHEREAS, CONTRACTOR 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. CONTRACTOR SERVICES: (Title: \_\_\_\_\_)

- A. CONTRACTOR shall provide services for the CITY, as outlined in its attached quote, dated \_\_\_\_\_ from \_\_\_\_\_, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, **the RFP, or solicitation document**, 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 \$ \_\_\_\_\_ for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice referencing \_\_\_\_\_ 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@ci.warrenton.or.us](mailto: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 Linda Engbretson, City Manager.

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, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or





# CITY OF WARRENTON HEADSTART SIDING PROJECT 2019

## **WORK TASKS**

REMOVE AND DISPOSE OF EXISTING SIDING AND TRIM, INSTALL NEW BUILDING WRAP, INSTALL FIBER-CEMENT SIDING AND TRIM, CAULK JOINTS AND OPENINGS, PAINT AS SPECIFIED WITH TWO (2) TOP COATS.

## **GENERAL SPECIFICATIONS**

EXISTING BUILDING CONSTRUCTION INCLUDES 2x6 STUD FRAMING AT 16" ON-CENTER, COVERED WITH 1/2-INCH PLYWOOD SHEATHING, COVERED WITH 15-LB PAPER, COVERED WITH COMPOSITE LAP SIDING WITH 6" EXPOSURE.

CONTRACTOR TO INSPECT THE UNDERLYING WALL SHEATHING FOR POSSIBLE DRY ROT. NOTIFY PROJECT MANAGER IF DRY ROT IS FOUND.

THE PROJECT MANAGER IS KYLE SHARPSTEEN. THE CONTRACTOR SHALL SCHEDULE HIS WORK AND REQUIRED INSPECTIONS WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL PROCESS PAYMENTS AND REQUESTS FOR CHANGE ORDERS AND DEVIATIONS FROM THE REQUIRED WORK WITH THE PROJECT MANAGER.

WINDOWS THAT ARE REMOVED SHALL BE FLASHED WITH FLEXIBLE FORTIFLASH MEMBRANE OR EQUAL.

## **CONSTRUCTION SPECIFICATIONS**

ALL STRUCTURAL DETAILS SHALL CONFORM TO THE ORIGINAL CONSTRUCTION DRAWINGS. MCM ARCHITECTS/ HEAD START PROJECT 94084/ JUNE 15, 1995 OR CURRENT BUILDING CODES AS REQUIRED BY THE CITY OF WARRENTON BUILDING DEPARTMENT.

CONTRACTOR TO REMOVE AND REPLACE SIGNS, LIGHTS, SWITCHES, GUTTERS, DOWN SPOUTS, AND LIKE ITEMS ATTACHED TO THE BUILDING, AS IS NECESSARY, IN ORDER TO COMPLETE THE RE-SIDING AND PAINTING WORK.

USE COMPARABLE FIBER CEMENT TRIM ON THE EXTERIOR CORNERS, AROUND WINDOWS, AND AROUND DOORS. INSTALL 30-LB. BUILDING WRAP AS PER MANUFACTURER'S RECOMMENDATION.

CAULK SIDING AT ENDS AND AT CUTS. CAULK BUTT JOINTS, IN ADDITION TO WHAT THE MANUFACTURER MAY REQUIRE FOR "BUTT JOINT FLASHING".

"BLIND" NAIL SIDING, WITH NAILING AT LOCATION OF EXISTING STUDS. "FACE" NAILING ONLY AS MAY BE NECESSARY. TRIM TO BE "FACE" NAILED. ALL EXPOSED NAILS SHALL BE STAINLESS STEEL.

REPLACE EXISTING METAL FLASHING, AND INSTALL NEW METAL FLASHING AS MAY BE REQUIRED, USING STAINLESS STEEL FLASHING

**MATERIAL SPECIFICATIONS**

SIDING MATERIAL SHALL BE FIBER-CEMENT LAP TYPE SIDING, EITHER "HARDI PLANK" TYPE OR "CERTAINTEED" LAP FIBER-CEMENT TYPE SIDING.

SIDING MATERIAL SHALL BE "PRE-PRIMED".

SIDING MATERIAL SHALL BE 5/16 x 7-1/4" TEXTURE CEMENT BOARD, INSTALLED WITH 6" EXPOSURE, APPEARANCE AND LAYOUT TO MATCH THE SIDING ON THE EXISTING WALLS.

TRIM MATERIAL SHALL BE 5/4" FIBER CEMENT TRIM.

BUILDING WRAP SHALL BE BLACK 30-LB FELT PAPER, INSTALLED AS PER THE BUILDING CODE EXCEPTION WITH THE REQUIRED FLASHING AROUND DOORS AND WINDOWS.

CAULKING SHALL BE "VULKUM" TYPE FLEXIBLE CAULKING, OR SIMILAR.

PAINTING SHALL INCLUDE THE USE OF LATEX PRIMER AND 100% ACRYLIC EXTERIOR PAINT. TWO (2) TOP COATS OF FINISH ACRYLIC EXTERIOR PAINT SHALL BE REQUIRED ON THE SIDING AND TRIM. PAINT COLOR WILL BE COLOR MATCHED TO THE EXISTING COLORS SCHEME. THE COLOR SAMPLES AND SPECIFICATIONS MUST BE APPROVED BEFORE ORDERING.

NAILS USED FOR "BLIND" NAILING WILL BE GALVANIZED. NAILS USED FOR "FACE" NAILING WILL BE STAINLESS STEEL.



Project Bid Photos



South Wall East Wing (Failed windows in yellow)



East Wall South Wing (Failed windows in yellow)











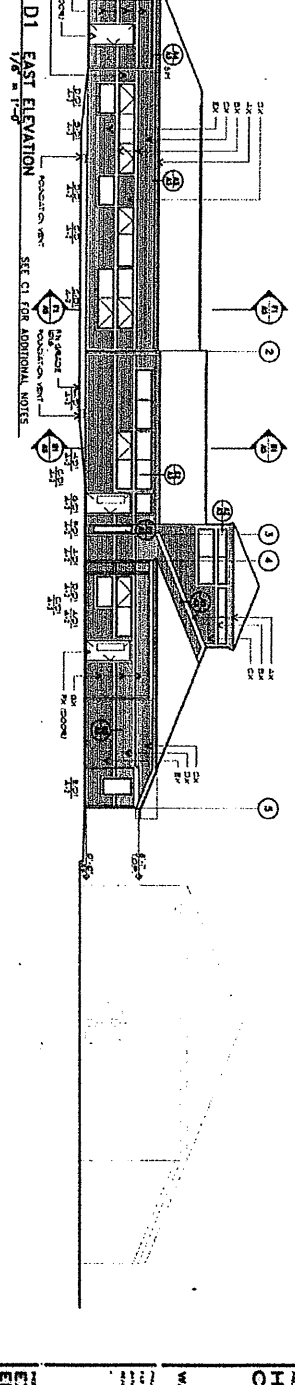
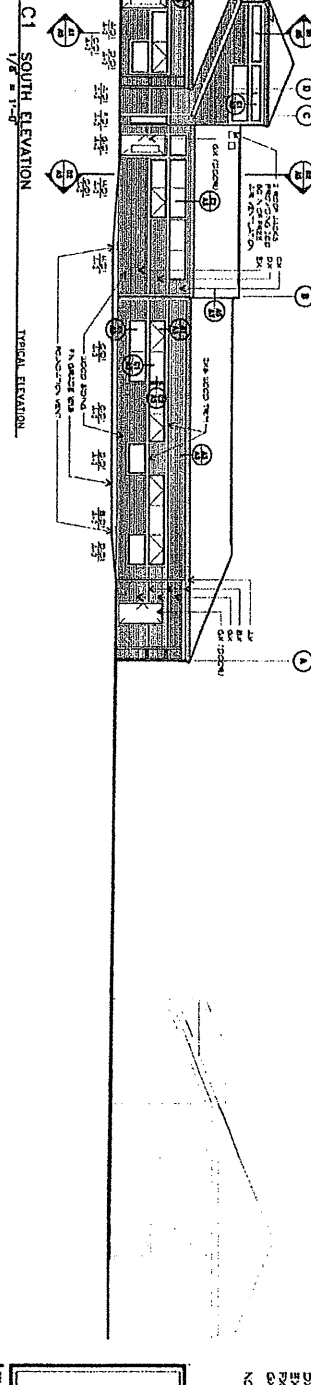
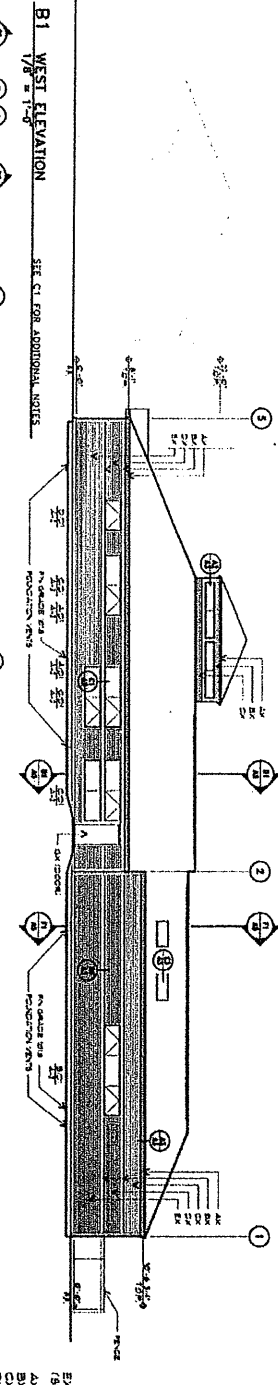
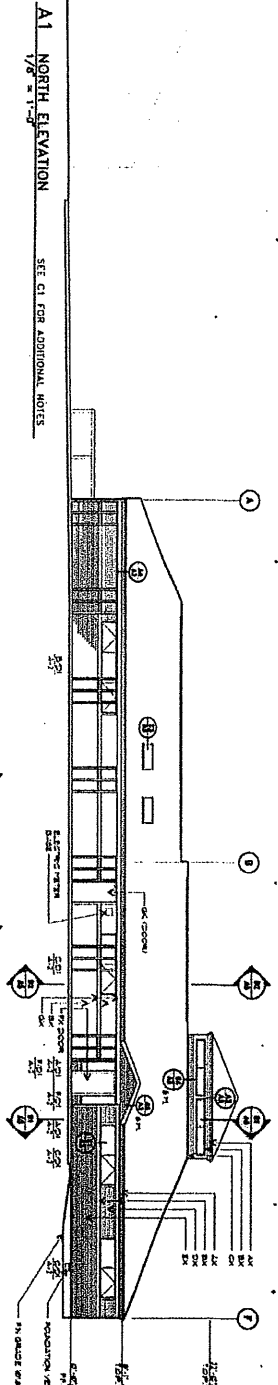












- EXTERIOR COLORS  
(FABRICATION WILLIAMS NUMBERS)
- AX GOLDEN BLUSH 2331
  - BX IMPERATIVE IVORY 2333
  - CX BAYSIDE 2335
  - DX BURN LIME 2337
  - EX BURN LIME 2339
  - FX RED SAND 2341
  - GX RIVER WATER 2343
- NOTE: ALL TRIM 1 2025 HOURS  
(TO BE EX)

**MCM**  
ARCHITECTS

A PROFESSIONAL CORPORATION  
1000 NE 10th Street, Suite 100  
Astoria, Oregon 97103  
Phone: 325-1234

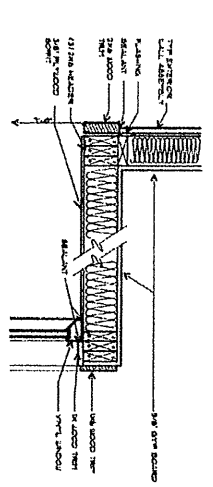
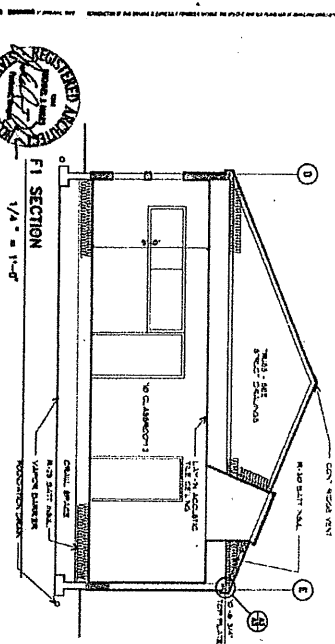
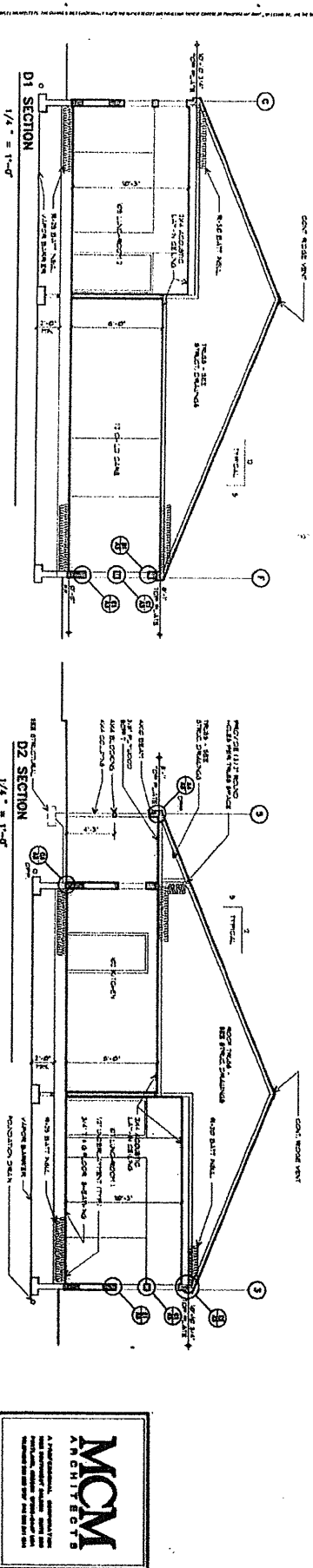
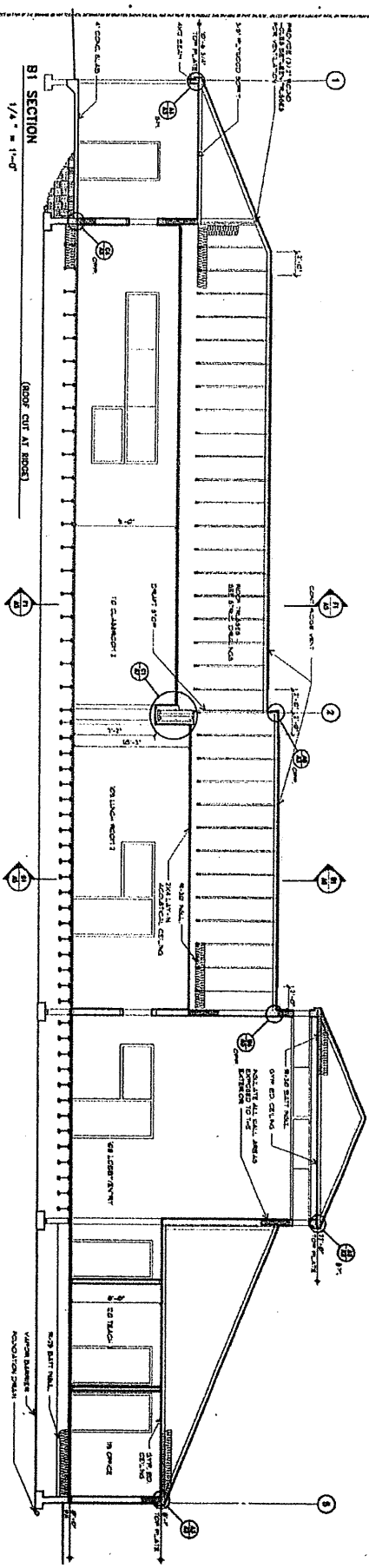
PROJECT: HEAD START CENTER  
LOCATION: WARRENTON/ASTORIA

DATE: 12/15/2024  
SCALE: 1/8" = 1'-0"

DESIGNED BY: [Name]  
CHECKED BY: [Name]

WARRENTON/ASTORIA

EXTERIOR ELEVATIONS  
A.4



F2 HEADER @ LOBBY WINDOW  
1 1/2" = 1'-0"



**MCM**  
ARCHITECTS

A PROFESSIONAL ARCHITECTURAL FIRM  
SERVING THE COMMUNITY SINCE 1958  
1000 NE 10TH AVENUE, SUITE 100  
ASTORIA, OREGON 97103  
PHONE: 325-1111

**HEAD START CENTER**

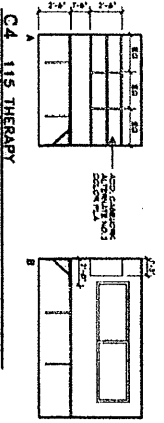
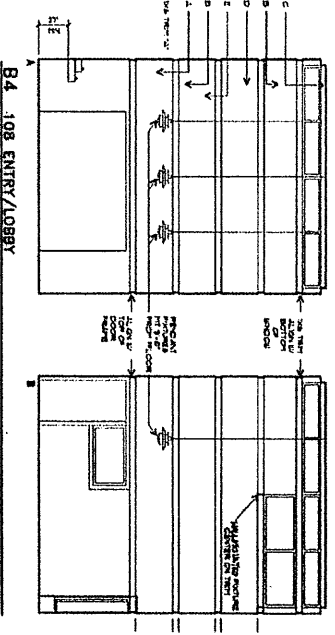
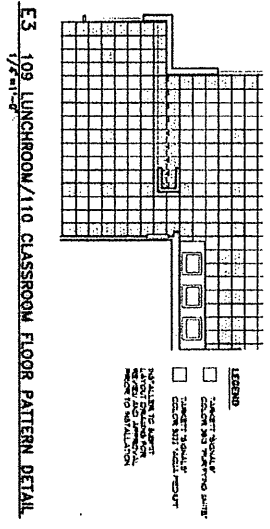
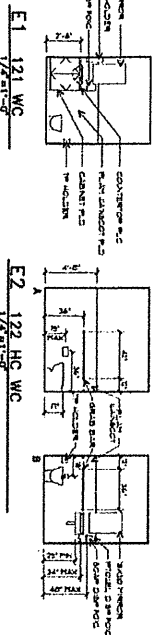
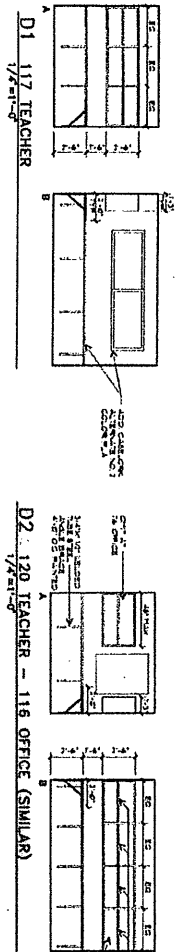
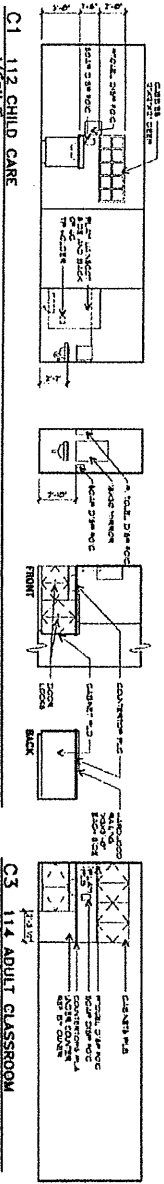
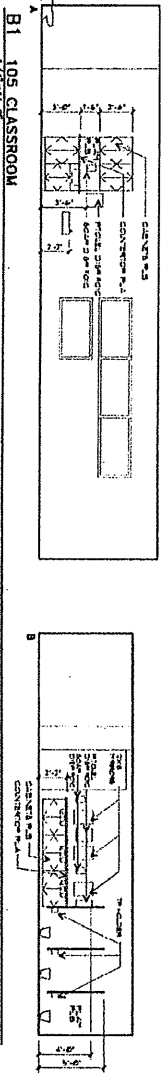
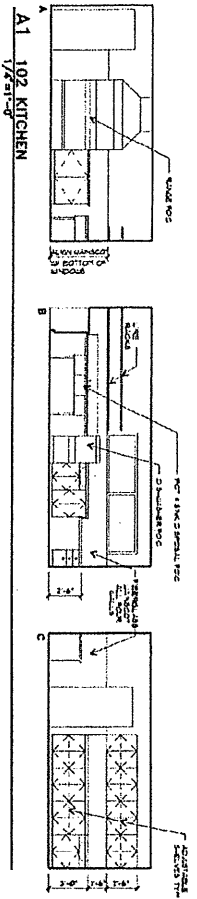
WARRENTON/ASTORIA

PROJECT NO. 1222  
DATE: JAN 16, 1988

**BUILDING & WALL SECTIONS**

AS





**VISION GLASS**  
 ALL VISION GLASS SHALL BE 1/2" THICK CLEAR GLASS WITH AN IR COATING TO REDUCE GLARE AND HEAT GAIN. ALL VISION GLASS SHALL BE 1/2" THICK CLEAR GLASS WITH AN IR COATING TO REDUCE GLARE AND HEAT GAIN.

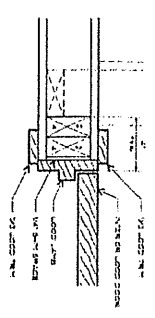
**MCM**  
ARCHITECTS

WARRENTON/ASTORIA

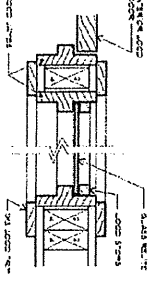
HEAD START  
CENTER

INT ELEVATIONS  
& DETAILS

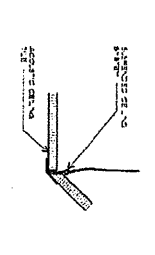
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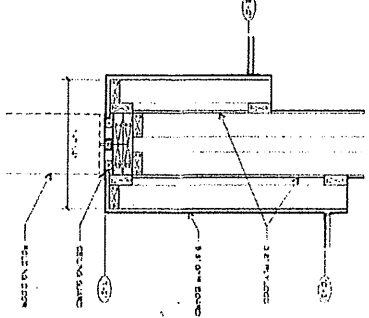
A1 INTERIOR DOOR JAMB - TYP  
1/2\"/>



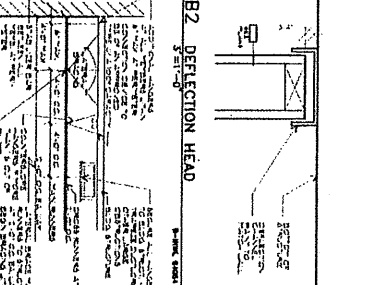
A2 INTERIOR RELITE JAMBS - TYP  
1/2\"/>



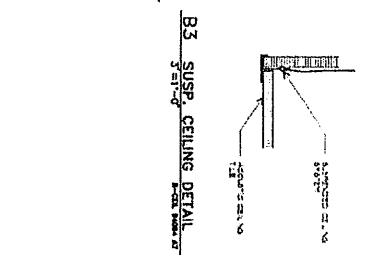
A3 SUSP. CEILING DETAIL  
1\"/>



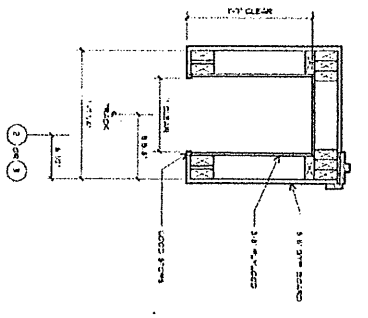
B1 FOLDING DOOR HEAD DETAIL  
1-1/2\"/>



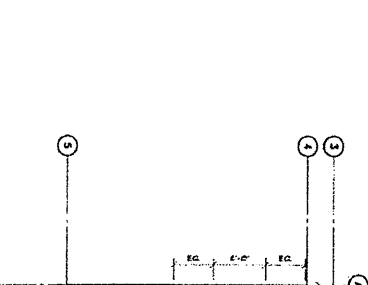
B2 DEFLECTION HEAD  
1-1/2\"/>



B3 SUSP. CEILING DETAIL  
1\"/>



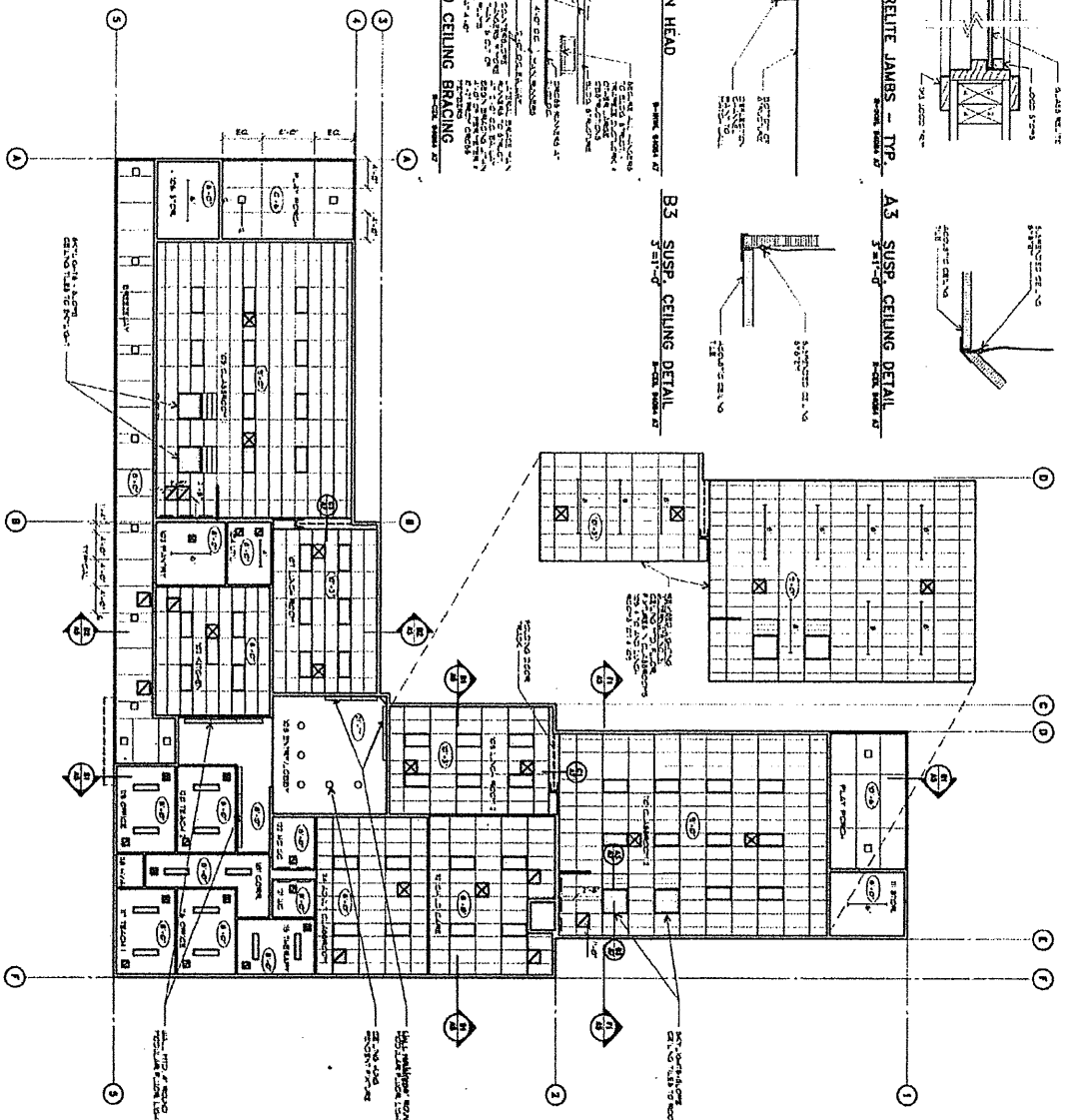
C1 FOLDING DOOR HEAD DETAIL  
1-1/2\"/>



C2 SUSPENDED CEILING BRACING  
1-1/2\"/>

E1 FOLDING DOOR POCKET  
1-1/2\"/>

E3 REFLECTED CEILING PLAN  
1/8\"/>



LEGEND

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**MCM ARCHITECTS**  
A PROFESSIONAL ARCHITECTURAL FIRM  
WARRENTON/ASTORIA, OREGON

**HEAD START CENTER**  
WARRENTON/ASTORIA

DATE: JAN 11, 1988  
SCALE: AS SHOWN

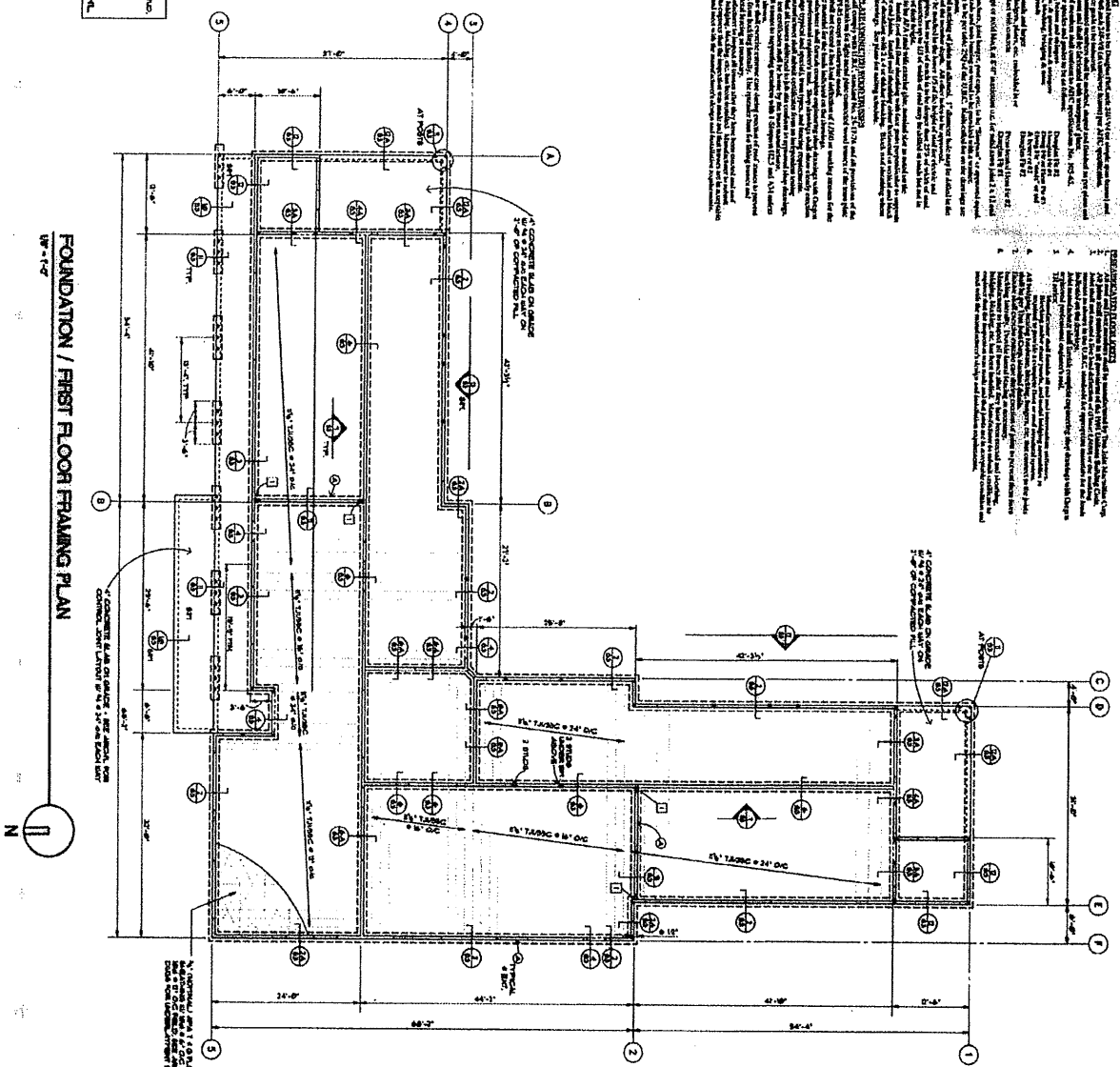
REFLECTED CEILING PLAN  
A7

**GENERAL NOTES**

1. The Contractor shall be responsible for obtaining all necessary permits and licenses for the construction of the project.
2. The Contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities.
3. The Contractor shall be responsible for obtaining all necessary insurance and bonding.
4. The Contractor shall be responsible for obtaining all necessary utility information and for protecting existing utilities.
5. The Contractor shall be responsible for obtaining all necessary access to the site and for maintaining access to adjacent properties.
6. The Contractor shall be responsible for obtaining all necessary information regarding the site conditions and for conducting a thorough site investigation.
7. The Contractor shall be responsible for obtaining all necessary information regarding the project schedule and for coordinating the construction activities.
8. The Contractor shall be responsible for obtaining all necessary information regarding the project budget and for controlling the project costs.
9. The Contractor shall be responsible for obtaining all necessary information regarding the project quality and for ensuring that the work is completed in accordance with the contract documents.
10. The Contractor shall be responsible for obtaining all necessary information regarding the project safety and for ensuring that the work is completed in a safe and sound manner.
11. The Contractor shall be responsible for obtaining all necessary information regarding the project environmental and for ensuring that the work is completed in an environmentally sound manner.
12. The Contractor shall be responsible for obtaining all necessary information regarding the project social and for ensuring that the work is completed in a socially responsible manner.

SHEAR WALL SCHEDULE		
NAME	DESCRIPTION	TYPICAL SECTION
1	1' CONCRETE SLAB ON GRADE	1
2	1' CONCRETE SLAB ON GRADE	2
3	1' CONCRETE SLAB ON GRADE	3
4	1' CONCRETE SLAB ON GRADE	4
5	1' CONCRETE SLAB ON GRADE	5
6	1' CONCRETE SLAB ON GRADE	6
7	1' CONCRETE SLAB ON GRADE	7
8	1' CONCRETE SLAB ON GRADE	8
9	1' CONCRETE SLAB ON GRADE	9
10	1' CONCRETE SLAB ON GRADE	10
11	1' CONCRETE SLAB ON GRADE	11
12	1' CONCRETE SLAB ON GRADE	12

NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.



**FOUNDATION / FIRST FLOOR FRAMING PLAN**

SI

**HEAD START CENTER**

WASHINGTON / ASTORIA

HEAD START CENTER  
 WASHINGTON / ASTORIA









EXHIBIT 4/20/85

**PLUMBING CONNECTION SCHEDULE**

MARK	DESCRIPTION	W	V	CU	HD	HD	HD	HD	HD
UC-1	UPPER CLOSET COLD WATER	4"	2"	1"	-	-	-	-	-
UC-2	UPPER CLOSET WARM WATER	4"	2"	1"	-	-	-	-	-
UC-3	UPPER CLOSET HOT WATER	4"	2"	1"	-	-	-	-	-
UC-4	UPPER CLOSET COLD WATER	4"	2"	1"	-	-	-	-	-
L-1	LOWER CLOSET WARM WATER	2 1/2"	1 1/2"	3/4"	-	-	-	-	-
L-2	LOWER CLOSET COLD WATER	2 1/2"	1 1/2"	3/4"	-	-	-	-	-
L-3	LOWER CLOSET HOT WATER	2 1/2"	1 1/2"	3/4"	-	-	-	-	-
DM-1	DOWNSTREAM WARM WATER	1 1/2"	1 1/2"	1 1/2"	-	-	-	-	-
DM-2	DOWNSTREAM COLD WATER	1 1/2"	1 1/2"	1 1/2"	-	-	-	-	-
B-1	BATH ROOM WARM WATER	1 1/2"	1 1/2"	1 1/2"	-	-	-	-	-
B-2	BATH ROOM COLD WATER	1 1/2"	1 1/2"	1 1/2"	-	-	-	-	-
B-3	BATH ROOM HOT WATER	1 1/2"	1 1/2"	1 1/2"	-	-	-	-	-
B-4	BATH ROOM COLD WATER	1 1/2"	1 1/2"	1 1/2"	-	-	-	-	-
B-5	BATH ROOM HOT WATER	1 1/2"	1 1/2"	1 1/2"	-	-	-	-	-
FD	FLOOR DRAIN	2"	2"	2"	-	-	-	-	-
FB	FLOOR BURNER	3"	2"	1 1/2"	-	-	-	-	-
HM-1	HOT WATER METER	-	-	-	-	-	-	-	-
F-1	FLOOR FURNACE	2"	1 1/2"	1 1/2"	-	-	-	-	-
H-1	HOT WATER METER	-	-	-	-	-	-	-	-

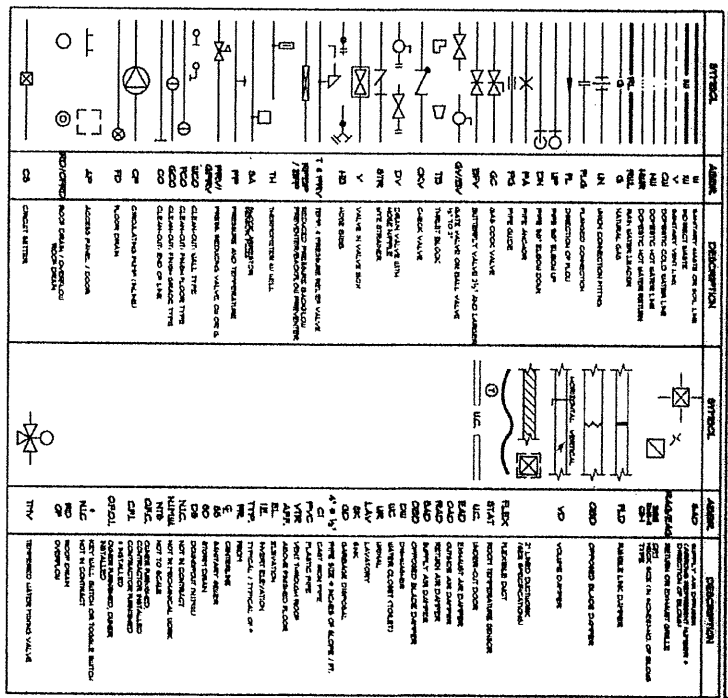
**EQUIPMENT SCHEDULE**

MARK	DESCRIPTION	QTY	UNIT	REMARKS
H-1	HOT WATER METER	5	3/4" FLANGE	
H-1	HOT WATER METER	120	7 1/2 GALLON	

**EXHIBIT FAN SCHEDULE**

MARK	DESCRIPTION	QTY	UNIT	REMARKS
F-1	FAN	3	NO.	
F-2	FAN	3	NO.	
F-3	FAN	3	NO.	
F-4	FAN	3	NO.	
F-5	FAN	3	NO.	

**LEGEND**

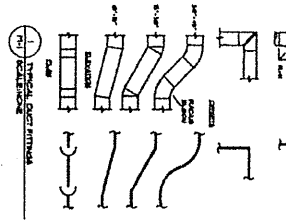
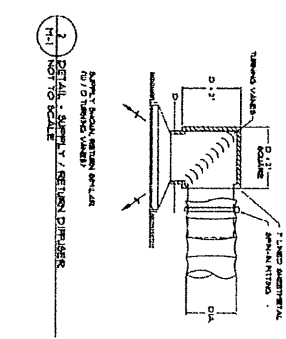


**DRAWING INDEX**

MARK	DESCRIPTION	SCALE
F-1	FLOOR PLAN - FURNITURE	1/8" = 1'-0"
F-2	FLOOR PLAN - PLUMBING	1/8" = 1'-0"
F-3	FLOOR PLAN - ELECTRICAL	1/8" = 1'-0"
F-4	CEILING PLAN - HVAC	1/8" = 1'-0"

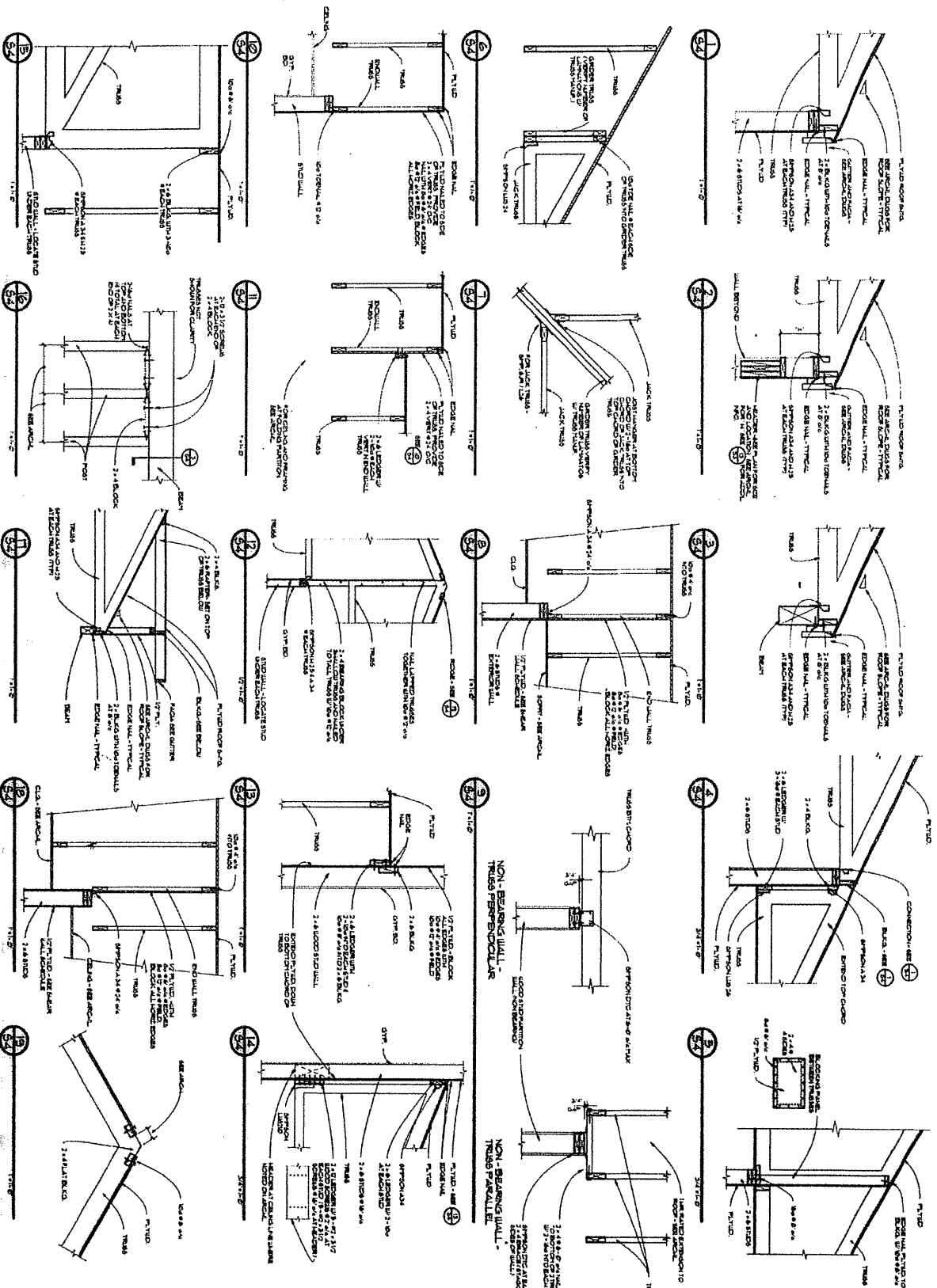
**NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL PLUMBING CODE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL MECHANICAL CODE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL ELECTRICAL CODE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL FIRE AND SAFETY CODE.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL BUILDING CODE.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL ENERGY EFFICIENCY CODE.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL SMOKE AND ALARM CODE.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL ACCESSIBILITY AND MOBILITY ACT.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1997 INTERNATIONAL GREEN BUILDING CODE.



**CHRIS BILLINGS & ASSOCIATES**  
CONSULTING ENGINEERS  
4445 S.W. BARNETT BLVD  
PORTLAND, OR 97201  
TEL: (503) 253-2000  
FAX: (503) 253-2001

**HEAD START CENTER**  
WASHERFORD FACTORY  
PROJECT NO. 1  
DATE: 1/1/85  
SCALE: 1/8" = 1'-0"  
M-1



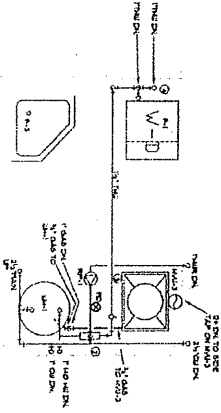
<p>UNIVERSITY OF FLORIDA          ARCHITECTURAL SERVICES          100 UNIVERSITY AVENUE          GAINESVILLE, FL 32611          TEL: 352/392-1000          FAX: 352/392-1001</p>
--

**HEAD START CENTER**

<p>UNIVERSITY OF FLORIDA          ARCHITECTURAL SERVICES          100 UNIVERSITY AVENUE          GAINESVILLE, FL 32611          TEL: 352/392-1000          FAX: 352/392-1001</p>
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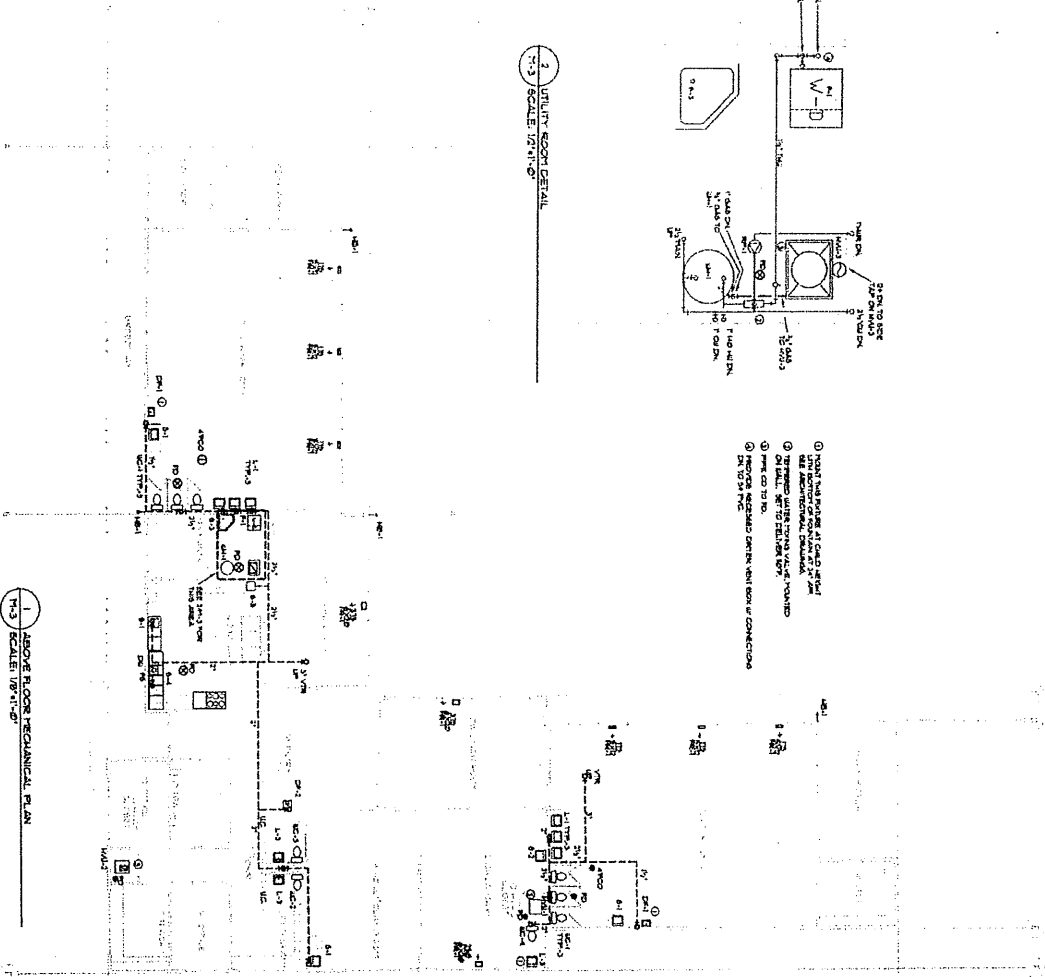






2. UTILITY ROOM DETAIL  
1/8" SCALE 12" X 18"

- 1. POINT THIS SYMBOL AT FIELD SYMBOL
- 2. POINT THIS SYMBOL AT FIELD SYMBOL
- 3. POINT THIS SYMBOL AT FIELD SYMBOL
- 4. POINT THIS SYMBOL AT FIELD SYMBOL
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1. ABOVE FLOOR MECHANICAL PLAN  
1/8" SCALE 12" X 18"

**CHRIS BILLINGS & ASSOCIATES**  
CONSULTING ENGINEERS  
4445 S.W. BARBER BLVD  
PORTLAND, OR 97201  
TEL: 503-241-4000  
FAX: 503-241-4001

HEAD START CENTER

WARRENTON/ASTORIA

PROJECT NO. 93-0003  
DATE: 11/93  
DRAWN BY: J. B. BILLY  
CHECKED BY: J. B. BILLY  
SCALE: AS SHOWN  
SHEET NO. M-3













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**CITY OF WARRENTON**

# AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig, Public Works Director  
DATE: March 26, 2019  
SUBJ: Low Pressure Sewer Systems Policy

## SUMMARY

During the commission meeting on January 8<sup>th</sup>, 2019 there was a discussion regarding allowing low pressure sewer systems within the City limits. The Public Works Department has now drafted a Low Pressure Sewer System policy to guide how and where low-pressure sewer systems could be used in the City of Warrenton.

Items that will be developed after receiving Commission support for this policy include; Design Standards, Pump System Selection, List of Service Providers, Permit, Fee Schedule, Home Owner's Manual, and standard Submittal Form.

## RECOMMENDATION/SUGGESTED MOTION

"I move to approve the low pressure sewer system policy."

## ALTERNATIVE

- 1) Other actions as deemed appropriate by the City Commission.
- 2) None Recommended

## FISCAL IMPACT

None

Approved by City Manager: \_\_\_\_\_



## Low Pressure Sewer System Policy

### 1 PURPOSE

The City of Warrenton Commission has developed this policy statement to provide a clear guide as to where and how low pressure sewers can be used in the City of Warrenton.

### 2 SCOPE

The City of Warrenton Commission has a clear preference for its sewers to be conventional gravity systems but it also recognizes that this is not always possible and therefore will permit the limited use of Low Pressure Sewer Systems within the City, where conventional gravity sewers are not environmentally or physically feasible.

### 3 DEFINITIONS

**Boundary Kit:** Valve at the property boundary incorporating an isolation valve, check valve and inspection tee piece, which allows the property to be isolated from the low pressure sewer main in the right-of-way.

**City:** City of Warrenton

**Commission:** City of Warrenton Commission

**Control Panel:** The box incorporating the electrical controls, high level alarms, switches for pumps, and telemetry.

**Emergency Storage:** The capacity in the storage vessel above the high level alarm point.

**Equivalent Dwelling Unit (EDU):** An Equivalent Dwelling Unit (EDU) is the basic unit of measure used to quantify the demand or loading on water supply or sewer services respectively. One EDU represents the equivalent demand or loading from a single-family residence.

**Low Pressure Sewer Lateral:** Line from the sewer main to the property boundary kit.

**Preferred Service Provider:** Service providers who are known to provide service in the City, to a low pressure system through a maintenance contract.

**Private delivery line:** Pipeline connecting the property boundary kit to pump unit.



**Pump Unit:** Comprises of grinder pump, storage vessel, control panel, pressure switches, and ancillary equipment.

**Sanitary Sewer Overflow (SSO):** A condition in which untreated (raw) sewage is discharged from a sanitary sewer into the environment prior to reaching a treatment facility.

**Standard connection:** Single dwelling equivalent to 1 EDU.

#### **4 POLICY STATEMENT**

The purpose of this policy is to define where and when low pressure sewer systems will be allowed within the City boundary, whose is responsible the installation and maintenance and what systems will be permissible.

#### **5 ROLES AND RESPONSIBILITIES**

The Public Works Director or their designee (authorized representative) will be responsible for approving all new low pressure sewer installations.

The Public Works Director or their designee (authorized representative) will be responsible for investigating if a land owner/tenant has inadvertently, through introducing banned substances (as set out in the home owner's manual) or willfully, damaged a low pressure system, including downstream systems. They will also determine whether the land owner/tenant will be billed for the repairs to the unit and the relevant cost.

## 6 POLICY DETAIL

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## **6.2 Low Pressure Sewer Systems**

### **6.2.1 WHAT IS A LOW PRESSURE SEWER SYSTEM**

A low pressure sewer system is broadly defined as a system where macerated sewer is conveyed under pressure generated by a pump unit located on each property to a low pressure sewer main.

A low pressure sewer system as covered in this Policy is defined as comprising of:

- a) A pumping unit containing a grinder pump, specifically designed for low pressure sewer applications, installed on each property to drain sewer from an individual property. These pumping units will only be those that have been approved by the City of Warrenton Public Works Department for that purpose;
- b) An alarm system built within the overall pumping unit to warn residents, who in turn will be required to contact the Preferred Service Provider either during work hours or after hours, that the pump is no longer working and to allow maintenance to occur within an acceptable timeframe;
- c) Connections of these pumping units to City of Warrenton's public low pressure sewer main, via a specially designed Boundary Kit;
- d) A public sewer system specifically designed for low pressure sewer applications, and capable of supporting a number of individual pumping units to transport the sewer to the system discharge point.

### **6.2.2 WHERE CAN LOW PRESSURE SEWER SYSTEMS BE USED**

Use of low pressure sewer systems will only occur where designated by the Public Works Department.

Low pressure sewer system will only be considered where thorough studies of all alternatives clearly indicate a gravity collection and disposal system with (or without) a central sewage pump station is not practical. No pressure sewer laterals will be ran parallel to and inside the right-of-way. Pressure sewer laterals must be connected to public pressure sewer main.

### **6.2.3 LIMITED LOW PRESSURE SEWER PUMP TECHNOLOGIES**

Public Works Department will advise the type of low pressure sewer system to be used in the City. After evaluation of proven reliable systems, one system will be established in the City Engineering Specifications and Design Standards.

### **6.2.4 SUPPORTING DOCUMENTATION**

Public Works Department will, in support of this Policy Statement, prepare the following supporting documentation:

- a) City Engineering Specifications and Design Criteria to regulate the nature of all low pressure sewer pumping units purchased and detail the manner in which they are to be installed and maintained.
- b) A Home Owner's Manual to inform the resident what is expected of them and what

they can and cannot do in relation to the low pressure sewer system on their property. It will also contain instructions on what to do if their system should fail.

c) A preferred service provider list with known service providers that have proven they provide a standard level of service within the City.

### **6.3 General Responsibilities**

#### **6.3.1 OWNERSHIP OF THE RESIDENTIAL PUMPING UNITS**

The basic configuration for approved pressure applications will be a separate single pumping unit provided for each separate property and this will be based on a uniform sized tank. The ownership of the pumping unit, in this standard configuration, will reside with the property owner and includes the following:

- a) Pump;
- b) Storage vessel;
- c) Control panel and ancillary fittings;
- d) Private delivery lines;
- e) Boundary Kit.

The hydraulic termination point for City ownership of the low pressure sewer system will be the first valve on the ROW side of property boundary. The point for electrical termination will be the connection to the dwelling's circuit panel where a separate circuit is to be used.

The City requires an access easement over any part of the "on- property" installation of the low pressure sewer system, to inspect safe ongoing operation of the system, the minimization of any health concerns, or the protection of any City property. This access easement will allow the city to provide emergency service in the event of an imminent or active SSO – fees will apply.

For non-standard connection (larger than 1 EDU), i.e. commercial connection, see section 6.4.2.

#### **6.3.2 MAINTENANCE OF THE RESIDENTIAL PUMPING UNIT**

Property owners with low pressure sewer systems will be responsible for the costs associated with repair and maintenance of the pumping unit and the items called out in section 6.3.1. When the resident is not also the property owner, the responsibility nonetheless falls to the property owner.

It will be a condition of being connected to the City's sewer system that the property owner enters into a service agreement with a preferred service provider. This agreement will define what is expected of both parties in the operation and maintenance of the low pressure sewer system.



### 6.3.3 POWER FOR THE PUMPING UNIT

The pumping unit's power connection will not be metered separately, and the residents will be responsible for the power costs for the low pressure sewer pumping unit. The pumping unit will be installed on a separate electrical circuit breaker.

### 6.3.4 DISCOVERING THE PROPERTY HAS A LOW PRESSURE SEWER SYSTEM

The property will be marked, by deed or other legal document, to indicate that the property is served by a low pressure sewer system. This is specifically required to allow a prospective land purchaser to discover prior to their purchase that the property is serviced by a low pressure sewer unit.

In addition to this notification, an access easement reinforcing the City's right of access to the property to inspect the unit will also be required.

## **6.4 Installing Low Pressure Sewers – General**

### 6.4.1 DESIGN SERVICES

The design of low pressure sewer system shall be completed by a registered professional engineer, or other qualified and duly authorized representative of the applicant, with verification that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations and the City Engineering Specifications and Design Criteria. All improvements require review and approval by the Public Works Department before build out. The low pressure sewer system must be reviewed and approved by the Oregon Department of Environmental Quality (ODEQ)

For new systems or developments, design shall be checked by the City's nominated supplier of Low Pressure Sewer System pump units.

### 6.4.2 NUMBER OF PUMP UNITS PER PROPERTY/NON STANDARD CONNECTION

Developments for commercial or industrial properties or residential properties which are greater than 1 EDU are classified as NON-STANDARD connections.

Any internal sewer system within the property boundary of the non-standard connection will be the responsibility of the property owner and will require City approval. The sizing of the pumping units and the overall design of these non-residential systems needs to be carried out by an experienced designer, based upon the actual anticipated sewer output and the capacity of the receiving sewer system.

The ownership of these systems including design, installation, replacement and payment of all City charges and fees will be the responsibility of the owner.

## **6.5 Installation on the Property**

The units will be installed by an accredited installer of low pressure sewer system to ensure warranty.

The units are to be installed to the requirements of the electric and plumbing codes.

Where a pressure unit is to be installed, to service an existing dwelling the accredited installer will first undertake a full audit of the existing dwelling circuit breaker and sewer connections. The installer will then advise the property owner what needs to be done to upgrade these connections if necessary to allow a pumping unit to be installed. The property owner will be responsible for the costs associated with these upgrades.

## **6.6 Installation of the Sewer Mains**

Prior to construction of the sewer system, the design of low pressure sewer systems shall be undertaken by an appropriately qualified individual or company. The design plans shall be completed by a registered professional engineer and duly authorized representative of the applicant, with verification that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

Construction will then be in accordance with these design plans and will be from acceptable pipe materials, generally laid at the minimal depths as defined in the City's Engineering Specifications and Design Criteria.

The low pressure sewer lateral will be extended from the public sewer main to just inside of the property boundaries. A valve arrangement known as the Boundary Kit will be placed at this termination point, to allow the connection of the property at a later date. The valving arrangement within the boundary kit should allow for the isolation of the property.

## **6.7 Application of the Technology**

### **6.7.1 EXISTING ON-SITE SYSTEMS**

Owners of properties that have existing on site systems on the fringe of a sewer system area are NOT covered in this policy.

Any existing property that discharges into a sewer main through a private pumping arrangement (pump up) may continue to operate their private system. They remain the responsibility of the property owner and resident.

Existing Step Systems shall not be allowed to connect to the low pressure sewer system. When an existing step system needs replaced, the property owner must comply with the requirements of this policy by installing the approved low pressure sewer system pump unit.

### **6.7.2 NEW DEVELOPMENT – SINGLE LOT**

Where allowed by this policy, installation of a low pressure unit to service a new lot will be allowed. However the installation, running costs and maintenance will be the responsibility

of the land owner. The City will not accept the asset or carry out any repairs or maintenance.

Developers will be required to pay System Development Charges (SDCs), connection charges and any other applicable charge or fee prior to release of final plans the proposed development.

## **6.8 Operation and Maintenance of the Low Pressure Sewer System**

### **6.8.1 CITY RESPONSIBILITIES**

The City is responsible for the public sewer system. The City will only respond to emergency conditions, such as:

- a) Threats to human health and the environment.
- b) Sanitary Sewer Overflows (SSO) - these are required to be reported to ODEQ,

The City will also provide one Home Owner's Manual to the original developer – this manual will also be available online via the City's website.

### **6.8.2 RESIDENT RESPONSIBILITIES**

The Resident's primary role is to notify their contracted Preferred Service Provider if their system's alarm sounds or if the system overflows. If the system overflows, the City must be notified immediately. The resident is also required to:

- a) Avoid discharging into the pumping unit any of those substances identified in the Home Owner's Manual as inappropriate for low pressure sewers;
- b) Comply with the other requirements set out in the Home Owner's Manual;
- c) Not interfere with the electrical operation of the pumps in accordance with what is detailed in the Home Owner's Manual;
- d) Comply with the low pressure sewer permit and conditions;
- e) Properly maintain and operate the system.

### **6.8.3 PROPERTY OWNER RESPONSIBILITIES**

The property owner is responsible to ensure that the resident (if different from the property owner), understands that the property is serviced by a low pressure sewer system and that they have a copy of the Home Owner's Manual. Property owners will be required to sign a user agreement confirming that they have read and agree to the terms set out in this policy and the Home Owners Low Pressure Sewer Manual.

### **6.8.4 EMERGENCY ACCESS FOR CITY MAINTENANCE EMPLOYEES**

It will be a condition of being connected to the City low pressure sewer system that the property owner's consent will be given to allow the City or its agents to enter the property and inspect the pumping unit. The City will attempt to contact the homeowner prior to system inspections. The City may also respond in the event of an imminent or active SSO.

#### 6.8.5 IDENTIFICATION OF MAINTENANCE EMPLOYEES AND CONTRACTORS

Any City employee (or contractor) entering private property should have photographic identification and appropriate authorization to enter the property.

### 6.9 Modifications or Household Additions

Building over the low pressure sewers system will not be allowed. Any modifications to the approved system must be completed with approval and permits from City Planning, Building and Public Works Departments, subject to:

- a) The hydraulics on the property allow for the pumping unit to be moved;
- b) There being a suitable alternative route/s for the property delivery pipeline;
- c) The associated costs for the relocation works being paid by the property owner;
- d) All technical requirements, as set out in City's Engineering Specifications and Design Criteria, being met;
- e) Full details of the "as constructed" works being provided to the City;
- f) Any modifications being carried out by an accredited installer.

Residents wanting to relocate the pumping unit or property delivery line are required to contact the Public Works Department for advice on what will be required.

Residents interfering with delivery lines or pumping units without the City's approval may be subject to relevant fines. Residents will also be required to meet all costs arising from the loss of warranty on that pumping unit, and/or damage to that unit and/or, all other costs associated with such unauthorized work.

### 6.10 Change of Ownership

Properties in low pressure sewer areas will be required to enter into an agreement for maintenance of the "on property" pumping system and be specified on the property deed or other legal document. The annual permit is not transferable to new property owners.

### 6.11 Annual Permit

Property owners connected to a low pressure sewer system will be required to apply for and pay a fee for an annual permit through the Public Works Department. If the property owner is found to be in violation of the permit or without a permit, the water service to the property will be locked-off until such time as the violation has been addressed to the satisfaction of the City. The permit shall be renewed annually with a copy of the operations records (6.11.1) submitted at renewal. The annual permit is not transferable to new property owners.

### 6.11.1 OPERATION RECORDS

Property owners will maintain records of the operation of the low pressure sewer system, and include them with the annual permit renewal. This requirement includes:

- a) All alarms on the system and the solution
- b) All sewer overflows and the response
- c) Any modifications to the system and the approval documentation
- d) All maintenance performed
- e) Verification of a service agreement
- f) Acknowledgment of review and compliance of Home Owner's Manual

### 6.11.2 PROPERTY DIAGRAMS

Property owners must maintain a copy of all house service details for their records and provide copies to the City when requested.





7-D

# AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager  
DATE: March 26, 2019  
SUBJ: Tansy Point Third Party Use

## SUMMARY

The Lease between the City of Warrenton and Warrenton Fiber Company, Section 8.1., restricts the use of the premises by any third party without the prior written consent of the City (see attached). I believe it's been understood that any use in direct connection with their operations is allowable; however, technically, vendor deliveries and pickups, tire sales, bark sales, chip barges, and trucks are in fact often third parties. It is staff's recommendation, and Warrenton Fiber's request for clarification that we approve this type of use as a "blanket" pre-approval for these uses moving forward.

Nygaard Logging/Warrenton Fiber has also informed the City they expect to have an agreement with J.E. McAmis for barges delivering jetty rock at the dock beginning this spring. The City is entitled to dockage for vessels shipping or delivering commodities not processed by Lessee on the premises, which includes this use by J.E. McAmis.

## RECOMMENDATION/SUGGESTED MOTION

"I move that log deliveries, chip and hog fuel truck hauling, vendor deliveries and pickups, tire sales, bark sales, chip barges and tug boats using the Tansy Point property in direct connection with Nygaard Logging/Warrenton Fiber general operations are hereby approved activities and are not required to have additional prior written approval from the city, unless a sublease or assignment is considered."

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"I move to approve the third party use of the dock by J.E. McAmis for delivery of jetty rock, upon final approval of a License Agreement by legal counsel, between Warrenton Fiber and J.E. McAmis."

#### **ALTERNATIVE**

Other action as deemed appropriate by the City Commission.

#### **FISCAL IMPACT**

The City received \$1,821.60 from Warrenton Fiber for dockage in 2018, related to delivery of jetty rock by J.E. McAmis. They are submitting the required quarterly dock reports per Section 2.3. of the lease, Payment for Third Party Use (dockage).

and (ii) in the event of any act of God or force majeure which is not covered by insurance required under this lease and damages or destroys the premises to such an extent that Lessee's business operations cannot continue and reconstruction of the premises is not economically reasonable, Lessee may terminate this lease upon not less than sixty (60) days prior written notice to Lessor.

**7.3. Effect of Termination.** In the event of termination by Lessor for Lessee's default, Lessee shall have no rights of relocation.

**7.4 Delivering Up Premises on Termination.**

Subject to Section 5, at the expiration of said term or upon any sooner termination thereof, Lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, in good and safe operating condition and repair, to Lessor or those having Lessor's estate in the premises, peaceably and quietly.

**7.5 Survival.**

Lessee's obligation in this Lease to indemnify defend, reimburse and hold harmless, Lessor shall extend as well to Lessor's officers, directors, agents, and employees and shall, together with Lessee's other obligations under this Lease not then fully performed, shall survive any expiration or other termination of this Lease and be fully enforced thereafter.

**Section 8. LIMITATION OF ASSIGNMENT:**

**8.1 Restrictions on Assignment/Sublet.**

Lessee shall not in whole or in part, voluntarily or involuntarily, encumber, assign or otherwise transfer Lessee's interest in this lease or the estate created by this lease or sublet or allow the use by any third party of any portion of the Premises, without the prior written consent of Lessor, which consent may be granted, conditioned or withheld in Lessor's sole discretion provided such discretion shall be exercised in good faith, as that term is defined in ORS 71.2010(19). No consent in one instance shall remove or waive the requirement for consent in a subsequent instance. No assignment, subletting or other transfer shall relieve Lessee of full and direct liability to Lessor for the Lessee's obligations under this lease. In the event of any assignment, Lessor may thereafter deal directly with such assignee and may agree to any amendment, modification, extension of this lease or the release of any party, or the waiver of any right or remedy under this lease without notice or the consent of Lessee and without releasing or relieving Lessee from any liability under this lease and Lessee hereby waives any and all suretyship defenses related thereto.

**8.2 Assignment of Ownership Interest.** For purposes of this Section, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of either Warrenton Fiber Company, or Nygaard Logging Company, Inc., to any person or entity other than Martin Nygaard, David Nygaard, John Nygaard, or their spouses, or children, shall be construed to be an assignment of this lease requiring Lessor's consent.