



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING  
March 10, 2020 – 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. City Commission Meeting Minutes – 2.25.20
- B. City Commission Work Session Minutes – 1.28.20
- C. City Commission Work Session Minutes – 2.11.20
- D. Fire Department Activity Report – February 2020

4. **COMMISSIONER REPORTS**

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 it 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 MOU with Lewis & Clark Fire Department – Regional Grant
- B. Consideration of Alder Creek Ditch Easement – Clatsop County

C. Consideration of Civil West Engineering Contract – Low Pressure Sewer Systems  
Evaluation & City Policy Update

8. **DISCUSSION ITEMS**

A. Outdoor Burning/Burn Permits

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

11. **ADJOURNMENT**

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

MINUTES  
Warrenton City Commission  
Regular Meeting – February 25, 2020  
6:00 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:01 p.m. and led the public in the Pledge of Allegiance

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

Staff Present: Assistant City Manager Kevin Cronin, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Matthew workman, Deputy Recorder Lindsay Duarte, and Fire Chief Brian Alsbury

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 2.11.20
- B. Police Department Monthly Statistics – February 2020
- C. Water Loss Percentage by year
- D. Finance Department Monthly Report- February 2020
- E. Clatsop County Tobacco Retail License Ordinance

Commissioner Newton noted corrections to the 02.11.20 Meeting Minutes. He inquired about the final percent commission had reached consensus on for raising the city utility franchise fees. A brief discussion continued. Mayor Balensifer requested the record reflect that commission did come to a 5 percent consensus

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

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

Mayor Balensifer requested to add item Business Item 7.H- Goals to the agenda. There was consensus

COMMISSIONER REPORTS - None

PUBLIC COMMENT

Daughters of the American Revolution, Sue Glen, asked for Diane Collier to approach the podium. Mayor Balensifer waived the speaker timer. Ms. Glen, on behalf of the National Society of the

Daughters of the American Revolution and the Astoria chapter presented Diane Collier an award for excellence in community service for her historic preservation of the town of Warrenton.

PUBLIC HEARING – None

### BUSINESS ITEMS

Police Chief, Matthew Workman, introduced Police officer, Dan Carpenter. Chief Workman gave a brief background on Officer Carpenter. He briefly described the process that Officer Carpenter will go through to be eligible to apply for his basic certificate in Oregon. He continued to note that he fully expects to have Officer Carpenter out on his own by March 2020. Officer Carpenter's family member, Ms. Dixie Black, Pinned the badge on Officer Carpenter and Mayor Balensifer administered the Oath of Office.

Public Works Operations Manager, Kyle Sharpsteen, explained that Public Works is trying to organize the department. He noted that at the moment they have several pieces of equipment and materials that are to be decommissioned and should be declared surplus property. He reviewed the list of items that the department has included in their surplus. A brief conversation continued. He explained that for some of these items there may be monetary value involved.

**Commissioner Dyer made the motion to declare the listed items as “surplus” and dispose of it according to current administrative policies. Motion was seconded and passed unanimously.**

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

Public Works Director, Colin Stelzig, explained the Two Safe Pedestrian Routes Project contract. He continued to explain the scope of work that this contract would encompass and the public process that would be followed. He noted that July 1<sup>st</sup> they plan to submit an application to the State to apply for available grants. Commissioner Baldwin asked for clarification on the selection process for engineers the city uses. Mr. Stelzig noted the process for which the city follows pertaining to the selection and retention of engineers. Conversation continued. Mayor Balensifer noted the Two Safe Pedestrian Routes Project has been a commission priority for a long time. He continued to note if we can get this going it would be a real success and a win for the citizens.

**Commissioner Ackley moved to award the contract for the Two Safe Pedestrian Routes Downtown to High School and Downtown to Fred Meyer to OTAK Inc. Motion was seconded and passed unanimously.**

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

Public Works Director, Colin Stelzig, explained the proposal for consulting services to complete an outside City Water Service Evaluation. He explained the four things this contract will do; they will look at how long we will have our water source last with and without new connections outside the city limits, if we should continue to provide people outside our city limits with water, what we should be charging for providing water to areas outside our city limit, and what it would take financially to increase our service water capacity. He continued to discuss other benefits this water service evaluation would

MINUTES

Warrenton City Commission

Regular Meeting – 02.25.20

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provide. He noted in August 2019 a rough analysis was completed and gave details on the findings. Mayor Balensifer asked what time frame we could expect to have analysis completed by. Mr. Stelzig clarified. Mayor Balensifer asked commission for their consensus on how to proceed pertaining to water service outside city limits until getting the analysis back; should we not serve outside water until we get this back? Discussion continued. Commissioner Newton asked Mayor Balensifer for clarification as to what he is asking going forward for outside city limits water connections. Mayor Clarified his suggestion would be to have no new connections until we have a better handle on the bigger picture. Brief discussion continued. Commissioner Ackley suggested limiting connections to larger developments and allow only singular applications such as single family connections. Mayor Balensifer clarified in simple terms; if you are subdividing than we would decline, but if it's a person doing their own home as a single application that would be acceptable. A brief conversation continued on the capacity of the water plant. Commissioner Baldwin noted that we should potentially come up with a fluctuating water rate. Mayor Balensifer asked Mr. Stelzig to come back next commission meeting with a proposal on what applications would be accepted until the analysis is completed. Commissioner Newton asked for clarification on the contract. Mr. Stelzig clarified.

**Commissioner Baldwin made the motion to award the contract for consulting services for the outside city water service evaluation project to Murraysmith INC. Motion was seconded and passed unanimously.**

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

Fire Chief, Brian Alsbury, discussed two grants through the FEMA Assistance to Firefighters Grant Program (AFG). He briefly explained the financial responsibility the City would have, and noted it would save the City a substantial amount if we received these grants. He explained one grant is to replace the departments aging SCBA. The second grant is to replace E-2721 at the Hammond Station with a type 3. Chief Alsbury noted the benefits that the fire truck would have on the city. Leonard Hansen is helping write the grants.

**Commissioner Ackley made the motion to have the Fire Department apply for both an SCBA grant and apparatus grant. Motion was seconded and passed unanimously.**

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

**Commissioner Newton made the motion to use funds from the apparatus replacement fund FY 2020/2021 for the required matching grant funds. Motion was seconded and passed unanimously.**

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

Chief Workman presented Ordinance Amendment No. 1236 changing the Police Officer Training Fee on convictions from the Warrenton Municipal Court to \$20.00 for traffic convictions and \$40.00 for criminal convictions. He noted that no public comment was received.

**Commissioner Newton made the motion to conduct the second reading by title only of Ordinance No. 1236. Motion was seconded and passed unanimously.**

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

Mayor Balensifer conducted the second reading by title only of Ordinance No. 1236 amending section 3.32.010- Imposition of Fee of the City of Warrenton Municipal Code; Amending Ordinance No. 1131-A.

**Commissioner Newton made the motion to adopt Ordinance No. 1236. Motion was seconded and passed unanimously.**

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

Chief Workman presented Resolution No. 2561 for its second reading and noted the changes; an amendment changing the administrative fee on police impounds creating a bifurcated fee of \$200.00 for vehicles seized for driving under the influence of intoxicants (809.720), Violation driving while suspended or revoked (811.175), Criminal Driving while suspended or revoked (811.182), or driving uninsured (806.010) and \$120 for all other statutes where vehicle is impounded.

**Commissioner Dyer made the motion to conduct the second reading of Resolution No. 2561 changing the Administrative Fee on vehicle impounds as stated and to repeal Resolution No. 2159. Motion was seconded and passed unanimously.**

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

Mayor Balensifer conducted the second reading of Resolution No. 2561. Adopting Administrative Fee on Vehicles Impounded Under Provisions of Oregon Revised Statutes 809.720: Establishing February 25, 2020, as the Effective Date, Repealing Resolution No. 2159.

**Commissioner Ackley made the motion to adopt resolution No.2561. Motion was seconded and passed unanimously.**

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

Mayor Balensifer noted item 7-H; Goal setting. He presented the four goals for the up and coming fiscal year: finish city initiatives that have been started; identify and accelerate Urban Renewal Agency Projects; identify areas lacking infrastructure and determine solutions by mapping them out using Public Works GIS system and give more certainty to individuals that want to do something with their properties; improve existing services by trimming non-core service contributions or reviewing them and determining new revenue sources. Commissioner Ackley asked to repeat number four. Mayor Balensifer clarified number four. He asked for Commission's consensus on the concept goals for the up and coming fiscal year to continue by directing staff to present them in a formal document for next meeting. A unanimous consensus was reached on the goals.

DISCUSSION ITEMS - none

GOOD OF THE ORDER

Commissioner Newton- reported on the RDI Class for grant writing, there were people from all over and he is amazed with the impact the class is going to make. He continued to explain the grant class and the information he found from the class.

Mr. Cronin reported on the Chamber Breakfast at Astoria Brewing. Thursday he is heading to Corvallis for an open street lecture. He explained Sunday Streets and noted in the near future Commission should expect a Work Session or discussion item outlining the event application. He stated he appreciates being in the Assistant Manager chair for the night. Mayor Balensifer asked commission if they had preference on making Sunday Streets a discussion item or a work session. There was no preference. Mayor Balensifer stated it would be staffs decision.

Mayor Balensifer noted he was invited to speak at the Chamber breakfast to give an update on Warrenton. He noted the positive feedback the City has been receiving. Commissioner Newton gave Mayor Balensifer praise for making more Town Halls and Commissioner Dyer noted his praise as well.

There being no further business, Mayor Balensifer adjourned the regular meeting at 6:42 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder.

APPROVED:

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Henry A. Balensifer III, Mayor

ATTEST:

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

3.B

MINUTES  
Warrenton City Commission  
Work Session – January 28, 2020  
5:15 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:16 p.m.

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

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

Public Works Director, Collin Stelzig, discussed the storm water drainage. He reviewed power point slides, noting they are in draft form and explained the analysis results. He continued to note that when Warrenton experiences a rain event over 3 inches we begin to see issues. He explained problems with one pump station (4<sup>th</sup> Street); it will be worked on when the weather dries out. He continued to review the power point. Mr. Stelzig continued to explain the analysis report and the water drainage issues throughout the city. Mayor Balensifer inquired about non-permeable surfaces and the impact of those surfaces. Mr. Stelzig briefly explained. Discussion continued on the ponds, drainage, and water run off areas around the city. Mr. Stelzig discussed the issues specific to Warrenton, and noted the frequency in which they are cleaning out the drainage ditches. Mayor Balensifer noted we need to get more aggressive on landscapers that dump debris and lawn clippings into the drainage ditches. Mr. Stelzig stated that the ODOT drainages concern him the most; he has been in communication with ODOT and they still have lag time on getting the ditches cleaned. He continued to note that it is not only the drainage ditches that are an issue, but also the culverts; which are property owner issues. Discussion continued. Mr. Stelzig continued with his presentation. He noted that Public Works is recommending that we require every development to do a stormwater report. Mayor Balensifer discussed the differences in single-family dwellings and someone developing an apartment complex; is there was a way to capture more of that cost for the City's benefit off of larger commercial residential developments verses the single family dwellings. Discussion continued on stormwater SDC's; it was noted the city needs to update the stormwater SDC's. Mr. Stelzig explained flood (storage) studies. He noted a FEMA flooding study will cost approximately \$200,000. Mayor Balensifer asked Mr. Stelzig out of all the studies the city needs to get updated, which would be the top priority in the Public Works Department. Mr. Stelzig noted the number one study to get done is the wastewater facility study; next would be stormwater. Discussion continued.

Mayor Balensifer noted it would be nice for Public Works to provide the commission with a map of areas in Warrenton where ditches don't drain. Discussion continued on the benefit of Public

Works being able to provide such information. Mr. Stelzig stated the Stormwater Masterplan does give a list of projects to be updated, so we can work on those areas, but a large portion of our drainage go through private property and he would like to get a legal opinion on how we can deal with those areas for maintenance; the municipal code does state that it's the property owners responsibility. A brief conversation continued on legalizing and clarifying the maitnance expectations of private property.

Mayor Balensifer recessed the work session at 6:02 p.m.

At 7:18 pm Mayor Balensifer reconvened the work session.

Discussion on stormwater continued. Mr. Stelzig noted the recommendations for the storm water pump stations and larger ditches or storage areas. He also recommended requiring storm water reports from developers in the City of Warrenton as a standard.

Mr. Sharpsteen discussed the Wastewater Treatment Plant capacity; he reviewed his research findings. Mayor Balensifer noted as he recalls the March 12, 2019 Work Session that adding a fourth SBR would not be enough and noted the recommendation at that time. Mr. Sharpsteen clarified. Ms. Engbretson noted we don't feel like we are in a place where we have a need for a moratorium – we have a plan and feel we have the room for the growth. Mr. Sharpsteen stated we would like to get a professional on board to look at that plant numbers and can give us informational feedback to help on weigh out our options. Discussion followed. Mayor Balensifer noted a prior consultants findings. Mr. Sharpsteen clarified and noted the plant efficiency rates are very high. Discussion continued. Mayor Balensifer asked how many years it would be until we reach our capacity. Mr. Stelzig stated that is the answer we never got from our last consultant. Based off of the information given by the consultant, Mr. Stelzig thought we have 3-5 years. We have a plan and we are on-track. Discussion continued on what the plant can handle and future anticipation. Mr. Stelzig noted the I&I issues; smoke testing identified a lot of them and they are being addressed. Conversation continued.

Mayor Balensifer noted Mr. Widdicombe is requesting to be on the agenda for the February 11 meeting. Consensus to have staff review the letter and follow up.

There being no further business, Mayor Balensifer adjourned the work session at 7:47 p.m.

APPROVED:

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Henry A. Balensifer III, Mayor

ATTEST:

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

3.C.

MINUTES  
Warrenton City Commission  
Work Session – February 11, 2020  
5:15 p.m.

Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:33 p.m.

City Commissioners Present: Mayor Balensifer, Mark Baldwin, Pam Ackley, and Rick Newton  
Excused? - Tom Dyer

Staff Present: City Manager Linda Engbretson, Community Development Director Kevin Cronin, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, Finance Director April Clark, Accounting Technician Jessica Barrett, and City Recorder Dawne Shaw

Mayor Balensifer opened the Work Session and noted its purpose; discussion of the dissolution of the Warrenton Business Association (WBA) and Warrenton Business Licenses. Ms. Engbretson noted that staff has finally finished their review of the Ordinance for Business License Fees and the Warrenton Business Association (WBA) and have their changes to propose. Mayor Balensifer reviewed his proposed changes, noting he gave it a more defined purpose. He stated he eliminated the part where it said provide funding for the appropriate Chamber of Commerce and explained why. He continued to note the suggested changes. Ms. Engbretson noted staff proposed changes to the “per employee fees.” She explained that the last time Business Licenses were raised was in 2007, however that did not include the “per employee fee.” Discussion continued. Mayor Balensifer continued to note the proposed changes to the policy section (5.04.040). The last three items are aligned with the WBA goals and items they wanted to see carried out in the future. Mayor Balensifer noted the prohibitions. Discussion continued. He continued to note the changes, giving examples along the way. He noted one big change under payment required; item E (page 3). He explained the new addition requiring citizens to apply for a business application when advertising with signs within the City of Warrenton. Ms. Engbretson and Ms. Clark noted the problem with addressing signs. Discussion continued. Ms. Engbretson noted the sign issue could be addressed in the sign ordinance. Discussion continued on businesses who advertise in the City of Warrenton even though their place of business is not in the city. Mayor Balensifer asked if they should leave the sign stipulation in the business license or move it to the Sign Ordinance. Mr. Cronin clarified that currently off sight signs are prohibited. He wouldn't mind taking a look at the Sign Ordinance, but cannot give Commission a clear timeline on when that would take place. Ms. Engbretson noted staff will think about this a bit more.

Finance Director, April Clark, noted the proposed changes to the Warrenton Business License Ordinance; highlighted in blue in the packet material. Ms. Clark noted the process with non-profits and the 501(C)(3). She continued to note an added section; subsection D. Mayor

Balensifer noted he understands the purpose of the subsection but he isn't sure it's fair. Discussion continued on vendors at city wide events and non-profits. Commissioner Baldwin noted if a guy selling firewood has to have a license, they should as well. Mayor Balensifer stated he would like to make sure the code explicitly says those one time license fees will be wrapped into the event fee. Discussion continued. Ms. Clark asked for clarification; will the license fee be included in the application fee for the event? Mayor Balensifer stated yes. Ms. Engbretson asked how nonprofit and city events would be handled in that instance. Discussion continued.

Mayor Balensifer asked to make this a discussion item in the regular meeting as the first item; 7A. There were no objections.

There being no further business, Mayor Balensifer adjourned the work session at 6:01 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder.

APPROVED:

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

ATTEST:

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





# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

3.D

## STAFF REPORT

**Date:** March 2, 2020  
**To:** The Members of the Warrenton City Commission  
Linda Engbretson, City Manager  
**From:** Brian Alsbury, Fire Chief  
**Re:** Fire Department Activity Report for **February 2020**

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### **February 2020 Emergency Response Activity -**

The Warrenton Fire Department responded to 77 emergency calls during the month of February 2020. The department responded to 44 EMS (emergency medical service) calls, 8 motor vehicle crashes, and 22 service calls. There were 4 reportable fires during the month. Service calls include alarm activations with no fire, false alarms, hazardous conditions, good intent calls, public assists, public service, etc. An average of 3 volunteers responded per call throughout the month. During the month of February, 73.7%, or 56 of the calls were during daytime hours between 6:00 a.m. and 6:00 p.m. The other 20 calls, or 26.3%, were during the night, between the hours of 6:00 p.m. and 6:00 a.m. Our Volunteer Firefighter roster is at an all time low. February 2019 the dept. had 31 members, now the roster consists of 16 volunteer members. These low numbers lead to higher demands from volunteers and directly leads to burnout. We have recently had two community members apply to volunteer, they have already started with the training process, but it can take up to a year to complete before they can start responding to incidents. Recruitment and retention are a high priority for the Warrenton Fire Department, and we are excited to bring on new recruits to serve our community.

### **February Training –**

The department held 4 regularly scheduled Wednesday evening training sessions during the month of February, with an average attendance of 8 volunteers per drill. This time last year we had an average of 15 volunteers per regular drill. Members have also participated in 6 “special” drills outside of regular drill. These drills included the following-**ENGINE COMPANY OPERATIONS WITH LIGHT STAFFING, EMR MEDICAL TRAINING, EMT BASIC TRAINING.** We are very happy that staff are taking advantage of outside training and we will continue to foster growth within the Warrenton Fire Department, thought Warrenton Fire Department core values. **TEAMWORK, INTEGRITY, COMMITMENT, PRIDE, RESPECT AND HONESTY.**

Please see attached 2<sup>nd</sup> page for our February training schedule.



# **Warrenton Fire Department**

## **February 2020 Training Schedule**

**5<sup>th</sup> EMS – Respiratory system review, patient assessment,  
Oxygen equipment safety**

Instructor: Capt. Shepherd

*Volunteer Firefighters Assoc. business meeting*

**12<sup>th</sup> Water supply evolutions, fire streams**

Instructors: Chief Alsbury, company officers

**19<sup>th</sup> Standard Operating Guideline review  
(Mandatory training subject!)**

Instructor: Capt. Shepherd

**26<sup>th</sup> SCBA and hose handling training**

Instructors: Capt. Shepherd, John Wahl, Nick Schaffer

**Aerial ladder evolutions, Skipanon Drive apartment complex**

Instructors: Scott Watson, Lenard Hansen, Chief Alsbury



7.A

## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Brian Alsbury, Fire Chief  
DATE: March 10, 2020  
SUBJ: Regional Grant with Clatsop County Fire Departments, FEMA  
Assistance to Firefighters Grant Program (AFG)

### SUMMARY

Warrenton Fire Department would like to enter into a Memorandum of Understanding (MOU) with the Lewis and Clark Fire Department, who will be hosting the regional grant for North Clatsop County. If awarded the funds by FEMA AFG, we will be able to replace aging and outdated radio equipment (Mobile, Portable, Base stations) that are no longer supported from the manufacturer. Warrenton Fire Department will need to replace 13 mobile radios and 57 portable radios. The cost of the radios without the grant would be \$272,000.00, There is a 5% match if we are awarded the funds, which would require the Fire Department to pay approximately \$13,600.00.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to enter an MOU with Lewis and Clark Fire Department"*

*"I move to use funds from the apparatus replacement fund FY 2020/2021 for the required matching grant funds."*

### ALTERNATIVE

1) Find alternate funding sources

**FISCAL IMPACT**

This will deplete funds from the apparatus replacement fund of approximately \$13,600.00. The remaining budget would be \$16,232.93 is if we are awarded this grant.

Approved by City Manager: IC h.c. sen

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, P.E., Public Works Director  
DATE: March 10<sup>th</sup>, 2020  
SUBJ: Alder Creek Ditch Easement – Clatsop County

### SUMMARY

As part of the transfer of the 40 acres of preserved wetlands to the North Coast Land Conservancy, Clatsop County has granted the City of Warrenton a permanent non-exclusive maintenance easement over, under and across the 70' ditch commonly known as Alder Creek for the sole and exclusive purposes of constructing, maintaining, improving, repairing, and preserving the existing storm water drainage ditch.

### RECOMMENDATION/SUGGESTED MOTION

*I move to approve the easement agreement with Clatsop County for the Stormwater Drainage Ditch Easement.*

### ALTERNATIVE

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

### FISCAL IMPACT

No fiscal impact is associated with this action.

Approved by City Manager:  ACM

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

*After recording, return to:*

The City of Warrenton

\_\_\_\_\_  
\_\_\_\_\_

### **STORMWATER DRAINAGE DITCH EASEMENT**

Clatsop County ("Grantor"), for good and fair consideration the receipt of which is hereby acknowledged, does hereby grant unto the City of Warrenton ("Grantee"), a permanent non-exclusive maintenance easement ("Easement") over, under and across the real property described in EXHIBIT A and depicted in EXHIBIT B (the "Easement Area") for the sole and exclusive purposes of constructing, maintaining, improving, and repairing, and preserving the existing storm water drainage ditch ("Drainage Ditch"), including maintaining its drainage capacity, to serve and benefit Grantee's property described in EXHIBIT C, and to maintain and protect the integrity, viability, drainage, and conveyance functions of the Easement Area and any associated buffers.

The parties further agree as follows:

1. The true and actual consideration paid for this Easement is \$1.00.
2. Reserved Rights. Grantor shall retain, on behalf of both Grantor and the public, the right to access, use, and enjoy the Easement Area for all purposes not inconsistent with the rights granted to Grantee herein, so long as such use does not materially interfere with Grantee's use as authorized by the terms of this Easement. Grantee has the right of reasonable ingress and egress to the Easement Area for the exercise of any of the rights granted by this Easement, including the use of vehicles and other reasonable modes of transportation for access purposes.
3. Repair and Maintenance. Grantee shall return the Easement Area to good condition (i.e. repair/replace soil disturbance and/or vegetation; removal of construction debris, rocks/gravel and other materials; etc.), and repair all damage resulting from or arising out of Grantee's use of the Easement Area. Grantee may excavate for purposes of maintaining the Drainage Ditch, and spread excavated spoils along the side of the Drainage Ditch. Vegetation removed from the Drainage Ditch for purposes of maintaining its drainage capacity need not be replanted. No permanent roadways, driveways, buildings, structures, or fences shall be constructed within the Easement Area.
4. Liability and Indemnity. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Grantee agrees to indemnify, defend and hold harmless Grantor

from any loss or litigation expense arising from, related to or associated with activities or uses engaged in by Grantee, or Grantee's contractors, agents, employees, tenants, guests, invitees or anyone else entering the Easement Area by, through, or under the express or implied invitation of Grantee. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Grantor agrees to indemnify, defend and hold harmless Grantee from any loss or litigation expense arising from, related to or associated with activities or uses engaged in by Grantor, or Grantor's contractors, agents, employees, tenants, guests, invitees or anyone else entering the Easement Area by, through, or under the express or implied invitation of Grantor. As used in this section, the word "loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a litigation expense. As used in this section, the term "litigation expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Easement including in each case, attorneys' fees, other professionals' fees, and disbursements..

5. Compliance with Laws. In utilizing the Easement Area, all parties agree to comply with any applicable State, local or Federal laws or regulations for public health or safety, construction or environmental protection.
6. Entire Agreement. This Easement is the final and complete agreement between the parties concerning the rights granted herein, and supersedes all prior understandings with respect to it. This Easement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by all parties to the Easement.
7. Further Cooperation. All of the parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this Easement.
8. Covenants Running With the Land. The Easement shall run with the land as to all property benefited and burdened thereby, including any partition or division of such property. The rights, covenants, and obligations contained in this Easement shall bind, burden, and benefit Grantor and Grantee, and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deeds of trust.

*Signatures follow.*

**IN WITNESS WHEREOF**, the parties have executed this easement, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR:**  
**Clatsop County**

**GRANTEE:**  
**City of Warrenton**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

STATE OF OREGON

s.

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ 2020, by  
\_\_\_\_\_ as \_\_\_\_\_ of City of Warrenton, an Oregon municipal  
corporation.

\_\_\_\_\_  
Notary Public for Oregon

My Commission expires: \_\_\_\_\_

STATE OF OREGON

s.

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ 2020, by  
\_\_\_\_\_ as \_\_\_\_\_ of Clatsop County, an Oregon \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon

My Commission expires: \_\_\_\_\_



## **Exhibit A**

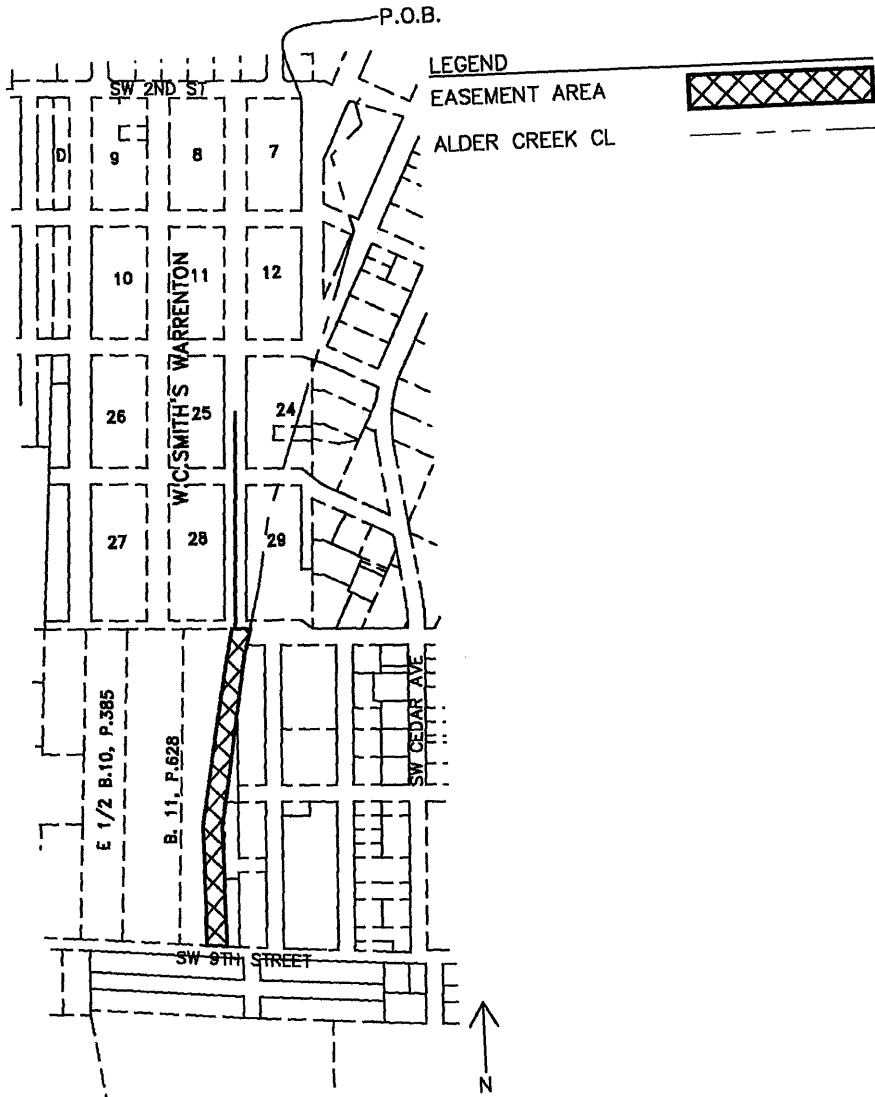
### **Legal Description of the Easement Area**

On the easterly 70 feet of the property described in Book 11, Page 628, Clatsop County Deed Records, being a strip of land 70 feet wide, Westerly and adjoining the east line of said property and being described therein as “the ditch” and commonly known as Alder Creek.

# Exhibit B

## Map of the Easement Area

### EXHIBIT A - MAP SCALE: 1" = 500'



EASEMENT - T8N R10W SEC 21 - CITY OF WARRENTON, OR

## Exhibit C

### Legal Description of Benefitted Property

A tract of land in the West Half of Section 21, Township 8 North, Range 10 West, Willamette Meridian, Clatsop County Oregon, the boundaries of which are described as follows:

Beginning at the northeast corner of Block 7, in the town plat of *W.C. Smith's Warrenton*, Book 3, Page 5, Clatsop County Town Plat Records; thence Southerly along the east line of Block 7 and its Southerly extension to the southeast corner of Block 12, *W.C. Smith's Warrenton*; thence Westerly along the south line of Block 12 to the southwest corner of Lot 8, Block 12; thence Southerly in a straight line to the northeast corner of Lot 16, Block 24, *W.C. Smith's Warrenton*; thence Southerly along the east line of Lot 16 and its Southerly extension to the southeast corner of Lot 13, Block 24; thence Westerly along the south line of Lot 13 and its Westerly extension to the center line of Pine Street; thence Southerly along the center line of Pine Street to the south line of *W.C. Smith's Warrenton*; thence Easterly along the south line of *W.C. Smith's Warrenton* to its intersection with the east line of the property described in Book 11, Page 628, Clatsop County Deed Records, being described therein as "the ditch" and commonly known as Alder Creek; thence Southerly along said line to its intersection with the north line of SW 9th Street; thence Westerly along the north line of SW 9th Street to its intersection with the west line of the east half of the property described in Book 10, Page 385, Clatsop County Deed Records; thence Northerly along the said west line to its intersection with the south line of *W.C. Smith's Warrenton*; thence Easterly along the south line of *W.C. Smith's Warrenton* to its intersection with the Southerly extension of the west line of Block 27, *W.C. Smith's Warrenton*; thence Northerly in a straight line to the southwest corner of Block 27; thence Northerly along the west line of Block 27 and its Northerly extension to the Easterly extension of the south line of Block D, *W.C. Smith's Warrenton*; thence Westerly in a straight line to the southeast corner of Block D; thence Westerly along the south line of Block D to its southwest corner; thence Northerly along the west line of Block D to its northwest corner; thence Easterly along the north line of Block D and its Easterly extension to the northeast corner of Block 9, *W.C. Smith's Warrenton*; thence Southerly along the east line of Block 9 to the northeast corner of Lot 3, Block 9; thence Westerly along the north line of Lot 3 to its northwest corner; thence Southerly along the west line of Lot 3 to its southwest corner; thence Easterly along the south line of Lot 3 to its southeast corner on the east line of Block 9; thence Southerly along the east line of Block 9 to its southeast corner; thence Easterly in a straight line to the southwest corner of Block 8, *W.C. Smith's Warrenton*; thence Northerly along the west line of Block 8 to its northwest corner; thence Easterly along the north line of Block 8 and its Easterly extension to the northeast corner of Block 7 *W.C. Smith's Warrenton* at the Point of Beginning.



T.C

## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig, P.E., Public Works Director  
DATE: March 10, 2020  
SUBJ: Evaluation of Low Pressure Sewer Systems and City Policy Update – Civil West Engineering.

### SUMMARY

A bid opening was held on February 5<sup>th</sup>, 2020 for the evaluation of a low pressure sewer pumping system, development of standards for the selected system, a homeowner's manual, a preferred service provider list, and an annual discharge permit. The City has established a policy that describes where and how low pressure sewer systems could be used in the city and this project aims to complete the additional tasks identified in creation of the policy. Civil West Engineering was the only responsive bidder.

There is a need to expand portions of the City's sanitary sewer system in areas where conventional gravity systems are not physically possible without creating additional public sanitary pump stations. These are areas where there are existing septic systems or where the construction of a pump station does not make reasonable economic sense. The City intends to develop standardized grinder pump criteria using a public low pressure sewer system.

Public Works recommends Civil West Engineering to complete this work as detailed in their scope of work. Their proposal totaling a not to exceed price of \$41,955.00 and a City contract are attached.

### RECOMMENDATION/SUGGESTED MOTION

*I move to award the contract for the Evaluation of Low Pressure Sewer Systems and City Policy Update to Civil West Engineering.*

### ALTERNATIVE

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

**FISCAL IMPACT**

This project has been approved by the City Commission and is included in the City of Warrenton 2019-2020 Adopted Budget.

Approved by City Manager:

A handwritten signature in blue ink, reading "Linda Engelson", written over a horizontal line.

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

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

CONTRACT:

This Contract, made and entered into this 10<sup>th</sup> day of March 2020, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Civil West Engineering Services Inc., 213 Water Avenue NW, Suite 100, Albany OR 97321, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide an evaluation of low pressure sewer system and city policy update for the City of Warrenton, as outlined in the attached proposal (attachment A).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$41,955.00 for performance of engineering services;

B. The CONSULTANT will submit a final invoice referencing 030-430-380000 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. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be \_\_\_\_\_.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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



13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

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

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

15. INSURANCE

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

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

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

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

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force,



stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

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

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

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

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

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

17. WORKERS COMPENSATION INSURANCE

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

18. PAYMENT OF MEDICAL CARE ORS 279B.230

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

19. OVERTIME ORS 279B.235.

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

20. BUSINESS LICENSE

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

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

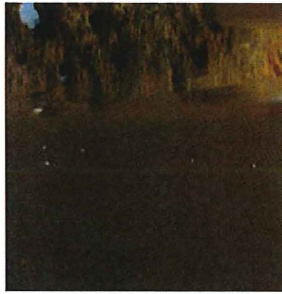
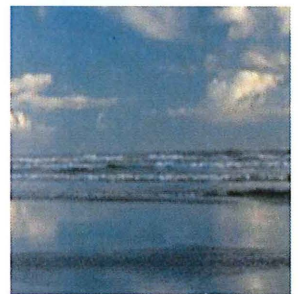
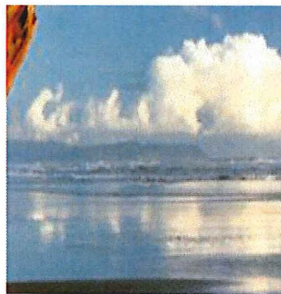
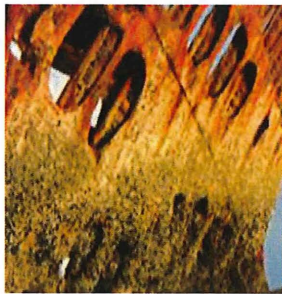
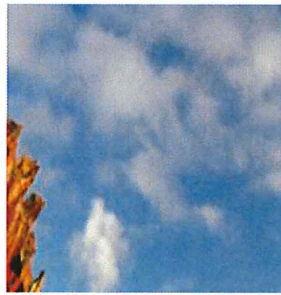
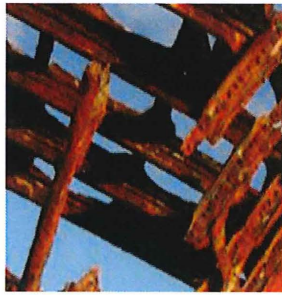
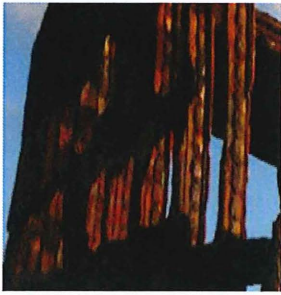
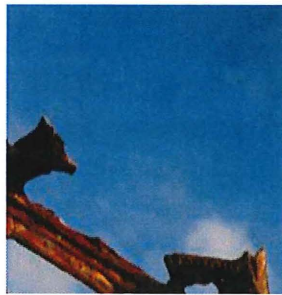
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: \_\_\_\_\_  
Henry Balensifer, Mayor                      Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_                      Date  
Title: \_\_\_\_\_

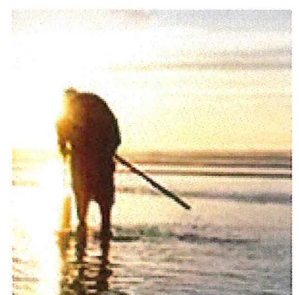
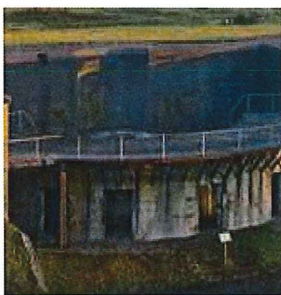


## CITY OF WARRENTON

### Engineering Services Proposal

#### Evaluation of Low Pressure Sewer Systems and City Policy Update

February 20, 2020





February 20, 2020

Richard Stelzig  
Public Works Director  
City of Warrenton  
45 SW 2nd Street  
Warrenton, OR 97146



**RE: Evaluation of Low Pressure Sewer System and City Policy Update**

Dear Mr. Stelzig:

On behalf of Civil West Engineering Services, I am pleased to submit our proposal to help the City of Warrenton with a low pressure sewer system evaluation and policy update. Civil West Engineering Services is a western Oregon-based civil engineering firm with extensive experience providing municipal wastewater engineering services to coastal communities like Warrenton. In addition to providing quality engineering services, we believe in the importance of delivering personalized service to each of our clients. This means:

- Working collaboratively with our clients
- Taking time to understand unique local needs
- Responding quickly to questions or concerns
- Proactively communicating regarding project status

Our goal for this project is to help the City refine its approach to managing low pressure sewer systems. We propose to solicit information from several low pressure sewer system providers, conduct a thorough analysis of the alternative systems, collaborate with City staff to develop City-defined selection criteria, and use those criteria to recommend a low pressure sewer system as the standard system for the City of Warrenton. We'll then help develop a list of local service providers with the skills and experience necessary to maintain these system components as well as a manual that provides important system information to homeowners. To help provide the City with standardization, our team will develop design standards for important system infrastructure and prepare a permit application form that the City can use to verify homeowners are fulfilling their requirements as operators of a low pressure sewer system. Results of this work will be used by the project team to update the City's existing Low Pressure Sewer System Policy Statement. On pages 3-5 of this proposal, we've outlined our approach to accomplishing each of these tasks.

This proposal includes all of the information requested in the Request for Proposals including estimated cost (Page 7), firm qualifications (Pages 1, 5 & 6), references (5 & 6), and project schedule (Page 8). We would welcome the opportunity to meet with you and your staff if it would aid in the selection process. Please don't hesitate to contact me if you have any questions or if there is any additional information we can provide.

Sincerely,

**Civil West Engineering Services, Inc.**

**Matt Wadlington, PE, Principal**

Authorized Representative  
Oregon Registration No. 83524PE  
213 Water Avenue NW, Suite 100, Albany, OR 97321  
P:(541)223-5130, F:(541)266-8681, C:(520)444-4220  
mwadlington@civilwest.net



# 1. KEY PERSONNEL QUALIFICATIONS

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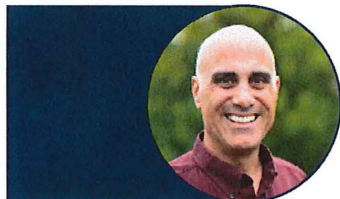
We have hand-selected a team of talented and experienced staff members to provide engineering support for the evaluation and development of recommendations related to the use of low pressure sewer systems. Civil West's team will be managed by Matt, a Principal of the firm and the Regional Area Manager for the Willamette Valley office. Descriptions of our team members, their credentials, and anticipated roles follow.



## **Matt Wadlington, PE, MBA, LEED AP: Principal / Project Manager**

#83524 PE | B.S., *Civil Engineering, University of Arizona*

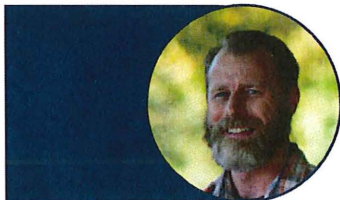
Matt is a professional civil engineer with over 24 years of experience providing project management, system planning, and civil engineering services to clients throughout Western Oregon. His career has included planning and design for drinking water, wastewater, stormwater, transportation, and site development projects. This diverse background helps him develop innovative solutions for clients. Matt will oversee all work completed on this project and serve as the primary point of contact for Civil West.



## **Keven Shreeve, PE: Senior Engineer**

#66913 PE | M.S., *Civil Engineering, Brigham Young University*

Since 1994, Keven has provided professional engineering services, comprehensive facilities and master planning, and public relations. He has worked as city and county engineer for several entities providing the elected officials and staff with needed technical guidance and leadership. He recently worked with the Devils Lake Water Improvement District completing a sewer service financial evaluation for their low pressure sewer system located along the east side of Devils Lake, Oregon. Keven will help prepare system cost estimates during the alternatives evaluation process.



## **Dan Vaage, PE: Project Engineer**

#93327 PE | B.S., *Civil Engineering, California State University, Long Beach*

Dan brings a diverse skill set with over 11 years of experience in both field investigations and design, analysis, and planning work. Some of his responsibilities include wastewater and water system planning and design, cost estimation, and AutoCAD drafting. Dan has experience with wastewater collection system issues on the North Coast, having led Civil West's recent smoke testing work for the City of Warrenton and the preparation of the Wastewater Facilities Plan for the City of Cannon Beach.



## **Andrew Matsumoto, EIT: Engineering Support**

B.S., *Civil Engineering, Gonzaga University*

Andrew has experience with wastewater system analysis and design. He is also a skilled writer who will help the project team summarize the outcomes of the system selection process and help prepare written materials intended to assist homeowners with the operation and maintenance of the low pressure sewer systems.



## **Manda Catterlin, EIT: Engineering Support**

B.S., *Civil Engineering, Oregon State University*

Manda is skilled with AutoCAD Civil 3D and the preparation of technical standards, documents, and specifications. She will help the team collect, develop and prepare the information that will be used to draft the updates to the City's current policy(s).

# PROJECT MANAGEMENT

Civil West's approach to project development and management is simple. We strive to be an engaged team member that works closely with our clients so projects stay on budget and aligned with expectations. The project management methods described below have been developed through time based on our experiences. They help to control costs, minimize scheduling problems, and keep the design team focused on delivering a high quality product.

## *We work collaboratively with clients.*

By listening to staff, a valuable source of institutional knowledge, we can develop solutions that meet your unique needs. We understand that your staff's time is valuable, so we strive to make all interactions with staff as efficient as possible.

## *We seek innovative, value-enhancing solutions.*

Instead of relying on a "standard approach" to design, Civil West investigates alternative solutions to reduce project costs or influence schedules.

## *We deliver the highest quality work to our clients.*

We've implemented a rigorous quality control process that is an integral part of planning and design. This results in better designs and fewer errors.

## *We strive to provide accountability and transparency on projects.*

All clients receive monthly status reports that summarize important project activities, major milestones and events, and provide project budget and schedule updates.

## *We communicate effectively with a variety of audiences.*

We strive to present information in a manner that is accessible and informative to everyone, from a member of the public to a highly-experienced regulator or policymaker. We also understand how to interact with contractors in the middle of a construction site to keep a project on track.



### Our Goals

- 1 Quality, cost-effective engineering support
- 2 Timeliness meeting schedules & deadlines
- 3 Clear, open communication & collaboration



# UNDERSTANDING & APPROACH

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The City of Warrenton owns and operates a wastewater collection and treatment system which serves its approximately 5,700 residents. The wastewater system sprawls to collect sewage from Fort Stevens State Park in the northwest to the Warrenton-Astoria Regional Airport in the east. Much of the developed area served by the collection system is at a relatively similar elevation, resulting in the need for a wastewater collection system that now includes nearly 40 lift stations.

As the City continues to grow, development in areas that cannot be easily serviced by conventional gravity collection systems is becoming more likely. To provide wastewater service to these areas, the City has developed a policy that allows for the use of low pressure collection systems.

The purpose of this project is to help standardize the installation of low pressure collection systems in the City. The work will include the identification of a standard low pressure collection system for use in the City, the development of engineering and design standards for the unit, the development of supporting documentation to assist owners and users of these systems, and the completion of a policy document.

1

## Grinder Pump Evaluation and Selection

The project team will begin by developing preliminary evaluation criteria for grinder pump systems and work with the City to revise the list of evaluation criteria to meet City-specific goals. We would recommend that the City initially consider the following evaluation criteria:

- Construction Cost
- Operations and Maintenance Cost
- History of installations in Oregon (ideally western Oregon)
- Presence of experienced maintenance providers in northwest Oregon or southwest Washington

Once a series of evaluation criteria have been developed, the project team will prepare a Request for Proposals (RFP) to be issued to grinder pump system providers. The RFP will be advertised in the Daily Journal of Commerce and sent directly by the project team to pre-identified suppliers.

After the submittal deadline, the project team will review and evaluate the proposal material using the predetermined evaluation criteria. The highest scoring system will be recommended to the City for its standard grinder pump system. The evaluation and selection process will be summarized in a technical memo that can be included in the Low Pressure Sewer System Policy Statetment.

2

## Develop Preferred Service Provider List

Following the selection of a standard grinder pump system, the project team will develop a list of regional service providers capable of installing or maintaining the equipment. The project team will work closely with regional representatives for the selected system to identify service providers who have experience maintaining or repairing these systems in northwest Oregon or southwest Washington. Service providers will be screened using publicly available information from the Better Business Bureau. The project team will contact potential service providers to discuss their inclusion on a preferred provider list and which types of work they are qualified to perform. The project team will develop a one-page list of preferred providers like the provider list in the attached example handout developed by Clark Regional Wastewater District.

3

## Design Standard Development

Engineering and design standards will be prepared for the grinder pump system recommended in Task 1. We anticipate that the following engineering and design standards may need to be developed:



# APPROACH CONTINUED

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- Site layout indicating infrastructure relative to property boundaries and the facility being serviced. Access easement requirements should also be noted.
- Pump and pump tank.
- Level float configuration and alarm system requirements.
- Boundary kit components and configuration.
- Pressure line connection to gravity sewers.
- Pressure line connection to force mains.
- Extensions of existing force mains.
- Force main cleanouts.
- Operations, maintenance, and utility requirements.

For engineering and design standards which will impact public infrastructure, the project team will work with City staff to develop standards which are coherent with the City's existing design standards and operation and maintenance capabilities.

**4**

## **Develop Homeowner's Manual**

The project team will develop a manual for homeowners which describes basic operation and maintenance requirements for the standard grinder pump system and offers troubleshooting information for commonly occurring problems. The manual will emphasize the use of pictures and diagrams whenever possible to improve clarity for system users. It is possible that the manufacturer of the recommended grinder pump system has already developed similar material. If the manufacturer already has a homeowner's manual, the project team will review the manufacturer's manual and develop additional supplementary material that may be unique to installations in Warrenton. This is likely to include a list of materials which cannot be discharged to the systems (Section 6.8.2a of the policy document), a list of homeowner expectations (Section 6.2.4b of the policy document), and homeowner "do's" and "don'ts" related to the system (Section 6.2.4b of the policy document). The list of service providers developed in Task 2 will be included in the homeowner's manual for easy reference.

**5**

## **Development of Annual Low Pressure Sewer Discharge Permit**

The City's grinder pump system policy statement requires that owners of grinder pump systems apply and pay for an annual grinder pump system discharge permit. The permit application will request information related to the ownership of the system and a record of the system's operation including:

1. System alarms and how they were resolved,
2. Sewer overflows and how they were resolved,
3. Any modifications made to the system and a record of modification approval,
4. All maintenance performed on the system,
5. Acknowledgement that the owner has a service agreement in place for the system, and
6. Acknowledgement that the owner has reviewed and will comply with the requirements of the grinder pump system manual and the discharge permit.



# APPROACH, QUALIFICATIONS & REFERENCES

## 6 Low Pressure Sewer City Policy Update

The City has an existing policy regarding the use of grinder pump systems. While much of the policy document has already been completed, there are some portions of Section 6 which may warrant revision once a standard grinder pump system has been identified. Additionally, Sections 6.12.1 (Equipment Evaluation & Standards) and 6.12.2 (Preferred Authorized Service Provider) are not included in the current policy document. The project team will prepare these sections and suggest revisions to the remainder of the document.

### Firm History

Civil West Engineering Services is a full-service engineering firm focused on providing analysis, planning, design, and construction phase support services to clients throughout western Oregon. Since our founding in 2008, Civil West has grown to include four offices and 22 professionals who are skilled in municipal infrastructure engineering. We have established and hold our staff to a code of conduct to provide personal service to all of our clients that is professional, proactive and passionate about finding unique solutions. From planning and funding to wastewater treatment and collections, we are at the forefront of wastewater system design and technology. We develop cost effective solutions and guide our clients through the process of obtaining approval for new or upgraded systems.



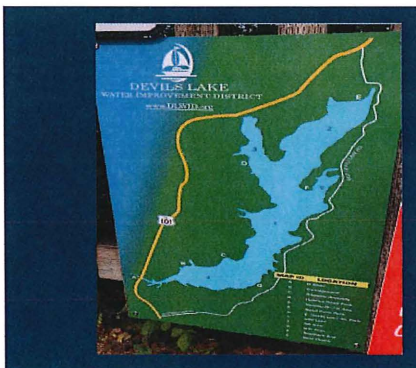
### City of Powers WWTP and Colleciton System Replacement Project

Civil West completed a Facilities Plan for the City and the predesign phase of the project. We then assisted the City in evaluating and applying for a funding package. The City successfully obtained a 75% to 25% grant to loan package. As final design was completed we had to make sure the solution presented addressed the City's inflow and infiltration levels which were so high that the size and cost of a traditional facility would have been crippling. The final design utilized small, modular grinder pumps and a pressure sewer system for the entire community. This would allow for the abandonment of the old and leaky collection system. In fact, we proposed repurposing the old collection system as a storm drainage system as the City currently has little to no drainage infrastructure. The design was completed in 2016 and is ready for construction.

#### Reference:

Stephanie Patterson, City Recorder

541.439.3331  
cityofpowers@msn.com



### Devils Lake Water Improvement District Low Pressure Sewer System Financial Evaluation

Civil West evaluated the financial feasibility of installing a low-pressure central sewer collection system for residents on the east side of Devils Lake (Lincoln City). A review of the Environment One Corporation (E1) grinder pump low-pressure sewer collection system occurred, which was the recommended means for sewer collection. We also evaluated tank/pump system and controls, service lateral installation, decommissioning existing septic tanks, costs for operation and maintenance were used to develop an average cost of an individual residential on-site system. We then updated central collection piping costs. With the final report we presented updated costs and financial alternatives for funding a project of this magnitude.

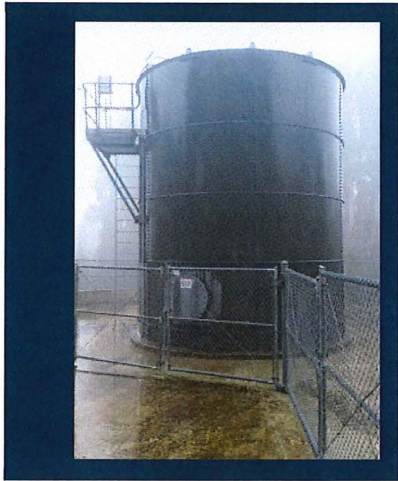
#### Reference:

Josh Brainerd, District Manager

541.994.5330  
josh@dlwid.org



# REFERENCES

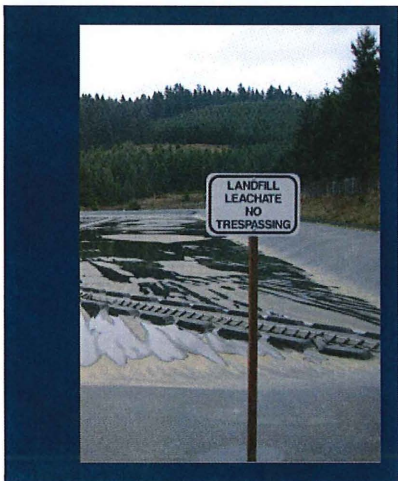


## **City of Cannon Beach** **Wastewater Facilities Plan, Water System Seismic Risk Assessment and Mitigation Plan, and Water Master Plan**

Civil West has recently developed several infrastructure planning documents for the City of Cannon Beach. Civil West developed a Wastewater Master Plan, including an inflow and infiltration study, to help identify existing system deficiencies. Civil West has subsequently worked with the City to update their effluent flow metering, a complicated issue due to the wide flow rate fluctuations that the WWTP experiences.

### **Reference:**

Karen LaBonte  
Public Works Director  
503.436.8068  
labonte@ci.cannon-beach.or.us

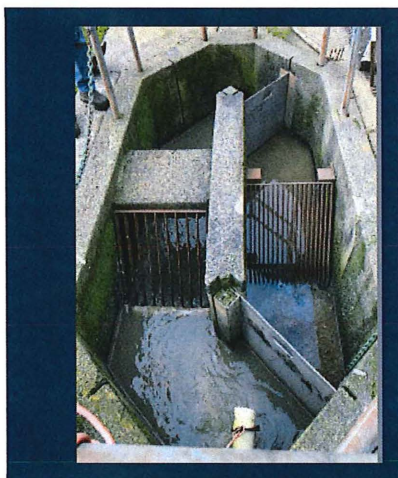


## **City of Adair Village** **Wastewater Facilities Planning**

The City of Adair Village operates a trickling filter wastewater treatment facility dating to the late 1950's. Civil West has completed extensive wastewater facility planning work for the City to address this aging infrastructure and anticipated community growth. This work has included a feasibility analysis and laboratory bench-scale testing for constructing an SBR facility to treat municipal wastewater combined with leachate from a nearby landfill, and an evaluation of treatment facility options for treating only municipal wastewater. Civil West is currently helping the City to secure funding to undertake the first phase of recommended system upgrades.

### **Reference:**

Pat Hare, City Administrator  
541.745.5507  
pat.hare@adairvillage.org



## **City of Vader** **Wastewater Facilities Plan Update**

After several facility planning efforts, the City retained Civil West to evaluate potential wastewater treatment and discharge alternatives, including the conversion of the City's wastewater collection system from a primarily gravity flow collection system to a low pressure sewer system to address inflow and infiltration. While upgrading the wastewater treatment plant was the recommended alternative, Civil West evaluated the feasibility and cost of constructing a city-wide low pressure wastewater collection system and determined that this alternative would be more expensive than improvements to the WWTP.

### **Reference:**

Joe Schey, Mayor Pro Tem  
360.295.3222  
vadercity@centurylink.net



# ENGINEERING COST PROPOSAL

## Project Cost Summary

Based on the request presented in the Request for Proposal and after a review of the available information available on the City's wastewater system we have prepared a scope of work based on the Approach presented above. The proposed cost summary for this project with the levels of effort and hours to match the available budget stated in the RFP. The table below includes the following information:

- The billable unit rates for our proposed staff are shown across the top of the table.
- The stages described above along with major tasks within each stage are shown in the left column.
- The columns to the right indicate the estimated hours required to complete each task and each associated stage of the project.
- Each task and stage is totaled and the total proposed project cost is shown in the bottom right corner of the table.

Estimated Engineering Fee							
Task	Principal Engineer	Project Manager	Senior Project Engineer	Project Engineer	Engineering Technician	Total Hours	Total Fee
	\$165	\$150	\$145	\$134	\$114		
<b>1</b>	<b>Evaluate and Select Grinder Pump System</b>						
A		1	1		2	4	\$523
B		2		8	2	12	\$1,600
C		2	2	8		12	\$1,662
D		4	4	4	20	32	\$3,996
E		2	4	4	16	26	\$3,240
F	4					4	\$660
	<b>Task Total</b>	<b>4</b>	<b>11</b>	<b>11</b>	<b>24</b>	<b>40</b>	<b>\$11,681</b>
<b>2</b>	<b>Develop Preferred Provider List</b>						
A		1			8	9	\$1,062
B		2	4	16	8	30	\$3,936
C		2	2		4	8	\$1,046
	<b>Task Total</b>	<b>0</b>	<b>5</b>	<b>6</b>	<b>16</b>	<b>47</b>	<b>\$6,044</b>
<b>3</b>	<b>Create Engineering and Design Standards</b>						
A		8	12		48	68	\$8,412
B	8					8	\$1,320
C		2	4		8	14	\$1,792
	<b>Task Total</b>	<b>8</b>	<b>10</b>	<b>16</b>	<b>0</b>	<b>56</b>	<b>\$11,524</b>
<b>4</b>	<b>Prepare Homeowner's Manual</b>						
A		2		8	4	14	\$1,828
B		1		2		3	\$418
C		2		4		6	\$836
D	4					4	\$660
E		2		4		6	\$836
	<b>Task Total</b>	<b>4</b>	<b>7</b>	<b>0</b>	<b>18</b>	<b>4</b>	<b>\$4,578</b>
<b>5</b>	<b>Develop Discharge Permit</b>						
A		1			4	5	\$606
B		1			2	3	\$378
	<b>Task Total</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>\$984</b>
<b>6</b>	<b>Revise Low Pressure Sewer System Policy</b>						
A		2	2	4	8	16	\$2,038
B	4					4	\$660
C		2			4	6	\$756
	<b>Task Total</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>12</b>	<b>\$3,454</b>
<b>7</b>	<b>Project Kickoff and Administration</b>						
A		10				10	\$1,500
B		8				14	\$2,190
	<b>Task Total</b>	<b>6</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$3,690</b>
	<b>Project Total</b>	<b>26</b>	<b>57</b>	<b>35</b>	<b>62</b>	<b>138</b>	<b>\$41,955</b>

Reimbursable expenses incurred during the project will be billed in addition to the costs shown above. Rates for reimbursable expenses are shown in our attached billing rate sheet. Based on our understanding of the project, we do not anticipate reimbursable expenses exceeding \$500.





# PROJECT SCHEDULE

## Project Cost Summary

Provided below is a Gantt chart that details the primary activities and the estimated length of time that will be associated with each task. The provided schedule is preliminary and may be adjusted based on input from the City. This schedule will be used to track project progress and schedule updates will be provided to the City on a monthly basis (at a minimum). We are happy to adjust this schedule to meet schedule requirements that the City may have.

Preliminary Project Gantt Chart									
Task #	Task	Start	End	Dur	2020				
					March	April	May	June	July
	<b>Overall Project Schedule</b>	<b>3/12/20</b>	<b>7/31/20</b>	<b>141</b>					
1	Project Kickoff Meeting and Data Collection	3/16/20	3/21/20	5					
2	Standard Grinder Pump Evaluation and Selection	3/18/20	4/22/20	35					
3	Develop Preferred Service Provider List	4/10/20	4/24/20	14					
4	Design Stand Development	4/20/20	6/4/20	45					
5	Develop Homeowner's Manual	5/11/20	6/10/20	30					
6	Development of Annual Low Pressure Sewer Discharge Permit	6/5/20	6/26/20	21					
7	Low Pressure Sewer City Policy Update	6/24/20	7/31/20	37					

## **Attachments**

1. Clark Regional Wastewater District Grinder Pump Service Provider Contact List
2. Civil West Engineering Services Billing Rates

# Contractor List

The following list contains the names of companies that have agreed to be included as a service provider for parts, repairs and maintenance of the items listed in the table.

Company	Contact	Supply	Repair	Maintain
AAA Septic Services LLC PO Box 1668 Brush Prairie WA 98606	Dale Waliezar dale@aaasepticpro.com (360) 798-7090 (360) 687-8960 Emergency	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves
Bloomquist Septic Inspection PO Box 3008 Battle Ground WA 98604	Pete Roberts Septic01@msn.com (360) 686-001 (360) 901-7225 Emergency	Pumps Floats Piping Valves	Pumps Floats Tanks Piping Valves	Pumps Floats Tanks Piping Valves
Caseday Services LLC PO Box 2127 Battle Ground WA 98604	Justin Caseday justin@casedayservices.com (360) 931-0859	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves
First Call Septic Service 2210 W Main St Ste 107, #316 Battle Ground WA 98604	Ronnie Tamez ronnie@firstcallseptic.com (360) 686-0505	Pumps Electrical Floats Piping Valves	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves
Hometown Septic 21606 NW 51 <sup>st</sup> Ave Ridgefield WA 98642	Clay Barton hometownseptic@gmail.com (360) 947-5877	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves
PR Septic Service PO Box 391 Brush Prairie WA 98606	Nathan Eterno nate@prseptic.com (360) 901-8292	Pumps Electrical Floats Piping Valves	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves
Robb Construction Inc 7209 NE 159 <sup>th</sup> St Vancouver WA 98662	Bret Robb robconstruction@gmail.com (360) 573-3030	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves
Speedy Septic PO Box 1260 Boring OR 97009	Hayden Buley hayden@speedysepticsservice.com (360) 663-2807	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves	Pumps Electrical Floats Tanks Piping Valves
Affordable Septic Service PO Box 30087 Portland OR 97294	service@affordablesepticusa.com (360) 254-0853	Pumps Floats Tanks	Pumps Floats Tanks	Pumps Floats Tanks
Correct Equipment 300 S Redwood St Ste 135 Canby OR 97013	Travis Sheets traviss@correctequipment.com (360) 899-7307	Environment One Grinder Pump Representative - provides sales, installation and service contracts		

*A Homeowner's Guide to Grinder Pump Systems*





<b>Civil West Engineering Services, Inc. - 2020 Rate Schedule</b>	
STAFF/ITEM	BILLING RATE
<b>ENGINEERING</b>	
Principal Engineer	\$165
Project Manager	\$150
Senior Project Engineer	\$145
Project Engineer	\$134
Engineering Technician	\$114
Staff Engineer	\$84
Inspector 1	TBD
Inspector 2	\$134
Inspector 3	\$114
Engineering Intern	\$50
Clerical	\$52
<b>Surveying</b>	
Senior Surveyor (PLS)	\$150
Senior Survey Technician	\$120
Survey Technician	\$103
1-person Survey Crew	\$160
2-person Survey Crew	\$188
3-person Survey Crew	\$225
<b>REIMBURSABLES</b>	
Mileage - or current IRS Rate	\$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by City Using Standard Billing Rates.	



# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

8.A

## MEMORANDUM

**To:** The Honorable Mayor and Members of the Warrenton City Commission  
**Copy:** Linda Engbretson, City Manager  
**Date:** March 10, 2020  
**From:** Brian Alsbury, Fire Chief  
**Re:** Outdoor burning/Burn Permit

Attached you will find:

1. DEQ-Oregon Outdoor Burning Guide
2. Open Burning Permit Regulations

I would first recommend that we not permit any open burning that conflicts with the current DEQ Oregon Administrative Rules (OAR) or guidelines. Please see attached handout.

- This would prohibit:
1. The burning of any logging slash inside the city limits is prohibited. Those burning logging slash outside of city limits must obtain an ODF permit. This would only be available to landowners replanting their property in a recognized forest use. It would also require the ODF permit holder to comply with any additional Oregon DEQ regulations.
  2. The burning of trees and debris for development of a site inside or within 3 miles of the City of Warrenton is prohibited.
  4. Debris would not be allowed to be hauled onto a different lot, unless it is designated as a certified solid waste reception site. This would also prohibit the burning of the debris on that lot.
  5. The open burning of any debris from a commercial business or jobsite would not be allowed.

Our current ordinance would have to be changed. Specifically, Chapter 8.08 we would be required to omit 8.08.060F.

My recommendation at this point would be to continue our current program with the 4 items that are prohibited above with the following additions/revision:

1. Burn Permits are issued to resident by the Warrenton Fire Department after an onsite visit.
2. Resident must contact Warrenton Fire Department 72 hour prior to need of burn permit, this will give the Fire Department time to schedule an onsite visit.
3. Burn permits will be issued on a bi-annual basis.



4. Warrenton Fire Department will collect a \$50.00 fee for permit/inspection. Each permit renewal thereafter will cost an additional \$25.00. Total cost for the year would be \$75.00.
5. Permit holder will need to contact the Fire Department to obtain information about any current burn restriction. They will no longer need to call and report to the Fire Department that they will be burning.
6. All burn Permits will be added to a Fire Department spreadsheet so that we may track active permits and any complaints associated with them.

## Conclusion

These revisions and additions will give the Fire Department better control over burn permits, allowing us to better educate the permit holder on rules and regulations put forth by the City of Warrenton, Warrenton Fire Department and Oregon DEQ.

# OPEN BURNING PERMIT REGULATIONS

**Please follow these directions very carefully, a fee of \$200.00 per hour per apparatus for extinguishment may be charged to the applicant if the below stipulations are violated**

- A. Burn permits shall be required for all open burning in the city limits of Warrenton, this includes burn barrels, 10x10x4 brush piles and campfires outside of campgrounds.
- B. The burning of painted wood, plywood, rubbish, tires, composition siding or roofing, Styrofoam, rubber, plastics, polyethylene products, paints, or any other hydrocarbon products is strictly prohibited.
- C. The burning of garbage or debris which emits obnoxious or objectionable odor is strictly prohibited.
- D. All fire must be tended by a responsible party. A minimum clearance of 50 feet will be maintained between the fire and any structure. A garden hose or other extinguishing equipment must be on hand.
- E. Permit holders must call the Warrenton Fire Department at 503-861-2494 prior to burning, to check for current restrictions. If nobody is available to take your call, follow the instructions on the recording.
- F. Burn barrels or approved waste burner will be no larger than 55 gallons and be covered with a fine mesh screen.
- G. Open burn piles shall be no larger than 400 cubic feet (10ft. x 10ft x4ft) no exceptions.
- H. The Burning of industrial, construction and demolition waste materials is strictly prohibited. Demolition waste includes any materials resulting from the clearing of any site for land improvement or cleanup. Examples of land clearing waste includes trees, brush, logs, stumps and any man-made structures for the purpose of site cleanup or site preparation.
- I. Any officer of the City of Warrenton Fire or Police Department may, without notice, revoke this permit for failure to abide by the above stipulations.
- J. Permits are effective for a maximum of 6 months of issue date once the site visit and fee have been payed.
- K. I agree to hold the City of Warrenton and its representatives harmless for any damage or harm to any person or property which may occur as a direct or indirect effect of this activity.
- L. Burn permits will not be issued to anyone under 18 years of age.

## Oregon Outdoor Burning Guide

### A source of air pollution

In parts of urban and rural Oregon, burning waste continues to be the disposal method of choice for a significant part of the population. Besides smoke created by an outdoor burn, the activity emits a number of air pollutants that can adversely affect public health.

Each day, DEQ analyzes air quality and weather data to determine if ventilation is sufficient to allow open burning in the Willamette Valley, and notifies the State Fire Marshall. The Fire Marshal forwards this information to all fire districts in the valley. This notice applies to the Willamette Valley only.



This guide outlines DEQ's burning regulations for debris from land clearing, agricultural, commercial, construction and demolition, and domestic (residential household) activities. Since some Oregon cities and counties have local burning ordinances, there may be additional restrictions in your area.

### Materials that cannot be burned

DEQ regulations prohibit open burning of the following materials at anytime, anywhere in Oregon:

- Rubber and plastic products
- Tires (includes burning tires to start an approved agricultural waste fire)
- Wet garbage
- Petroleum and petroleum-treated materials
- Asphalt or industrial waste
- Any material that creates dense smoke or noxious odors.

**It is against the law** to conduct any open burning that:

- Unreasonably interferes with enjoyment of life or property;
- Creates a public or private nuisance; or
- Creates a hazard to public safety.

### Check before you burn

It may be illegal to burn certain types of waste in the area where you live, or you may need a permit to burn your waste. **Caution:** Always check with [your local fire](#) department before you burn. DEQ does not issue burn permits. Do not risk a fine! Within special control areas, the following materials are prohibited from being burned:

- Waste from commercial establishments
- Forest slash
- Construction and demolition debris
- Land clearing
- **Material moved off the property of origin cannot be burned without a permit.**

Contact [your local DEQ office](#) to confirm whether your area has any specific restrictions.

### Alternatives to open burning

- Compost or chip plant materials on-site
- Organize Community Cleanup Days
- Curb-side pick up
- Take materials to a local recycling center or landfill
- Reclaim used lumber
- Utilize construction site recycling programs
- Use debris as fuel for a municipal steam generator

### Backyard burning (Household and yard debris)

Open burning associated with a residence "backyard burning" is prohibited in and around the Portland metropolitan area, unless a hardship is demonstrated and DEQ has issued a "hardship permit". Contact [your local fire district](#) or the Portland office of DEQ to find out if you are in this prohibited area.

In most of the Willamette Valley where backyard burning is not prohibited, open burning of yard debris is only allowed on a seasonal basis. The seasonal restrictions include whole fire districts near Portland and the Eugene-Springfield area of Lane County.

Restrictions also apply in Oakridge, West Fir, and up to six miles beyond the city limits in the Corvallis and Salem-Keizer areas. In and around other Willamette Valley communities of 1,000 or more population, seasonal restrictions apply out to three miles beyond the city limits.

Seasonal burning in most of the Willamette Valley is limited to "burn days" authorized by DEQ during the spring (**March 1-June 15**) and fall (**October 1-December 15**) seasons. In central Lane County, the Lane Regional Air Protection Agency (LRAPA) authorizes open burning from **October 1 through**



State of Oregon  
Department of  
Environmental  
Quality

### Portland

700 NE Multnomah St.  
Suite 600  
Portland, OR 97232  
Phone: 503-229-5696  
800-452-4011  
Fax: 503-229-6762

### Bend

475 NE Bellevue Drive  
Suite 110  
Bend, OR 97701  
541-388-6146

### Pendleton

800 SE Emigrant Ave  
Suite 330  
Pendleton, OR 97801  
541-276-4063

### The Dalles

400 E Scenic Drive  
Suite 307  
The Dalles, OR 97058  
541-298-7255

### Salem

4026 Fairview Industrial  
Drive SE  
Salem, OR 97302  
503-378-8240

### Medford

221 Stewart Avenue  
Suite 201  
Medford, OR 97501  
541-776-6010

[www.oregon.gov/DEQ](http://www.oregon.gov/DEQ)

*DEQ is a leader in restoring  
maintaining and enhancing  
the quality of Oregon's air,  
land and water.*



**June 15.** Open burning is prohibited in the Ashland, Medford, and Grants Pass areas from November through February.

### **Slash burning**

Slash burning (burning debris from logging) is limited to burning on forestlands for forest management and is usually managed by the Oregon Department of Forestry. It is **not** the clearing of forestland for any other purpose.

### **Agricultural burning**

Open burning for agricultural purposes is usually allowed anywhere in the state, unless fire safety concerns restrict or prohibit burning on a given day. Agricultural burning is limited to genuine agricultural waste. Agricultural waste is material generated by an agricultural operation that uses, or intends to use, land *primarily* for the purpose of obtaining a profit in money by raising, harvesting and selling crops or raising and selling animals (including poultry), or the products of animal husbandry. Prohibited materials can't be burned, even in an agricultural setting.

Agricultural burning must be an integral and necessary part of the agricultural activity. The agricultural activity might include clearing of land, but does not include the construction and use of dwellings. Burning associated with a dwelling is considered to be domestic burning, backyard burning, or burning of yard debris and is not part of the farming operation.

Agricultural open field burning, the burning of residue left from the harvest of a grass seed crop, is regulated in the Willamette Valley under a separate program operated by the Oregon Department of Agriculture. Questions about field burning should be directed to the Oregon Department of Agriculture.

DEQ approval is not required for agricultural permits. Contact your local fire department to inquire if an agricultural burn permit is otherwise needed.

### **Contact information**

Individual fire districts may issue fire permits and may prohibit open burning based on local fire safety or air quality concerns. **Always contact your local fire department to find out if burning is authorized on a particular day.**

For more information, contact:

- [Lane Regional Air Protection Agency](http://www.lrapa.org)  
<http://www.lrapa.org>  
541-736-1056 or 877-285-7272  
LRAPA 24-hr line: 541-726-3976
- Office of State Fire Marshal  
<https://www.oregon.gov/osp/programs/sfm>

### **Alternative formats**

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email [deqinfo@deq.state.or.us](mailto:deqinfo@deq.state.or.us).