



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

February 23, 2021 – 6:00 P.M.

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

Public Meetings will be conducted in the Commission Chambers with a limited seating arrangement. To adhere to social distancing recommendations, meetings will now also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 1.26.21
- B. City Commission Meeting Minutes – 2.09.21
- C. Police Department Monthly Statistics – January 2021
- D. Parks Advisory Board Minutes – 12.07.20
- E. Community Library Board Minutes – 6.12.20
- F. Community Library Board Minutes – 9.11.20

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

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. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than

5:00 p.m. the day of the meeting. 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 Bird Netting for SBR Basins at the WWTP
- B. Consideration of Wastewater Treatment Plant Facilities Plan - RFQ
- C. Consideration of Professional Services Contract for Plan Review Services – Clair Company
- D. Consideration of Reward for Graffiti Vandalism Information
- E. Consideration of Resolution No. 2591; HRA VEBA

8. **DISCUSSION ITEMS**

- A. Transient Room Tax Distribution

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
 January 26, 2021
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Balensifer, Tom Dyer (via Zoom), Mark Baldwin, Gerald Poe, and Rick Newton (via Zoom)

Staff Present: City Manager Linda Engbretson, Finance Director April Clark, Community Development Director Scott Hess, Police Chief Mathew Workman, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Library Director Kelly Knudsen (via Zoom), and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. System Development Charges Annual Report – FYE 6.30.2020
- B. Library Director’s Quarterly Report
- C. Marinas Report; July – December 2020
- D. Police Dept. Monthly Statistics – December 2020
- E. Police Dept. Statistics Review – 2020
- F. City Recorder’s Activity Report; June – December 2020

Mayor Balensifer noted the report in front of the commission on Police Department Activity related to Walmart, Fred Meyer, and Costco (big box stores). Commissioner Newton noted how Covid-19 is affecting different areas as shown on the department activity reports; also noted the decrease in Police Department overtime. Chief Workman explained the decrease in overtime and then reviewed the report on the Walmart Statistics, which gave a 2.5-year comparison.

Mayor Balensifer asked Ms. Engbretson about the audit report General Fund numbers which was affixed to the permanent property tax rate valuation change; Ms. Engbretson explained the general fund permanent tax rate increased \$49,362.00, noting this is what the city gained last year in property taxes.

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

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Poe - aye

COMMISSIONER REPORTS

Mayor Balensifer stated he attended the CEDR meeting and gave brief update.

PUBLIC COMMENT – None

PUBLIC HEARING

Mayor Balensifer opened the Public Hearing on the Building Division Supplemental Budget; Resolution No. 2587. Formalities followed and no conflicts of interest of ex parte contacts were reported. Finance Director April Clark presented her staff report, and noted these funds are for professional services – outsourcing costs for fire life & safety. Brief discussion followed. Mayor Balensifer asked for public comments. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Dyer made the motion to adopt Resolution No. 2587; Approving and Adopting a Supplemental Budget by making appropriations for municipal purposes of the City of Warrenton for the fiscal year commencing July 1, 2020 and ending June 30, 2021. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Poe – aye

BUSINESS ITEMS

Community Development Director Scott Hess presented Ordinance No. 1247 for its second reading and adoption. He reviewed the purpose of the amendment, as discussed at the last meeting.

Commissioner Baldwin made the motion to conduct the second reading, by title only, of Ordinance No. 1247. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Poe - aye

Mayor Balensifer conducted the second reading, by title only; *Ordinance No. 1247; An Ordinance Amending Warrenton Municipal Code Title 16, Development Code, Division 4, Applications and Review Procedures, Chapter 16.208, Types of Application and Review Procedures, Section 16.208.050, Type III Procedure*

Commissioner Baldwin made the motion to adopt Ordinance No. 1247 and the adopt the proposed findings. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Poe - aye

Public Works Director Collin Stelzig discussed a change order for Otak, for the 2020-2021 Paving Maintenance Program. He noted this work has already been completed. He explained

MINUTES

Warrenton City Commission

Regular Meeting – 1.26.21

Page: 2

other projects that were under budget. Commissioner Baldwin asked that there be more information on change orders in the future; Mr. Stelzig agreed, noting they can include the bill. Mr. Stelzig stated the original agreement was for \$22,0000. The City and Otak changed the scope of work to provide additional services to include drainage research and fieldwork to provide paving recommendations to assist the City's determination of streets that will require paving. The change to the total contract amount is \$13,505.14, bringing the contract total to \$35,505.14.

Commissioner Baldwin made the motion to approve Change Order 1 for the 2020-2021 Paving Maintenance Project. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Poe - aye

City Manager Linda Engbretson stated the City has been discussing and preparing to join the stated building codes e-permitting program. She noted they had a phone call with the state and the whole department is excited about it. She explained the MOU and stated they are excited to move forward. Brief discussion followed.

Commissioner Poe made the motion to authorize the Mayor's signature on the E-Permit System and Services IGA between the City of Warrenton and the State of Oregon. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Baldwin – aye; Dyer – aye; Poe – aye

DISCUSSION ITEMS

Public Works Operations Manager Kyle Sharpsteen discussed NPDES Permit for the wastewater treatment plant. He gave a power point presentation explaining the permit process, and noted items added on the new permit, as outlined in the slides. He stated we are about to become a major facility; once we become a major, we will have to perform additional monitoring and testing all the time. Mayor Balensifer discussed the issues and cost of expansion; Mr. Sharpsteen stated they will bring something to the commission next month. Discussion followed on how to buy ourselves some time. Mr. Stelzig stated we are at capacity now, and we are going to have make this upgrade. He stated the city needs to make the SDC increases a priority. Discussion continued on financing options. Mr. Stelzig explained the SDC projection process. Mr. Sharpsteen continued reviewing the power point, noting the new things that will need to be monitored, tested, and reported on. He stated they are working on the WWTP facilities expansion RFQ, which will come to the commission. We need to be planning to become a major. Discussion followed on industrial users.

Ms. Engbretson thanked staff, especially Mr. Sharpsteen, who put all this work in on this permit; noting it is important for the commission to hear as we go forward with budgeting and planning. Commissioner Newton asked for a layman's explanation of minor or major facilities; Mr. Sharpsteen explained.

GOOD OF THE ORDER

Commissioner Dyer stated it was an interesting discussion item, which is going to be important for us.

Commissioner Newton spoke about a note he received from the mayor of Kodiak.

Commissioner Poe reiterated the city manager's comment about staff's work on the WWTP.

Ms. Engbretson reminded the commission of the previous discussion about late fees and shutoff notices, stating the city is reinstating the policy in February. The city will work with people on payment plans. At this time there are approximately 200 past due accounts - 200 that would be shut off. Approximately only 12 people have called to make payment arrangements. We encourage people to please contact the city for payment arrangements. She also noted the city has been working with CCA. Shut offs will begin February 23. Mayor Balensifer noted staff has worked hard to inform the public and to work with people.

Commissioner Baldwin noted his thoughts on the state's handling of the pandemic and the way the back and forth and the unknown is affecting our citizens. He noted how Mayor Balensifer and other county leaders have attempted to get answers from the state but have not received any answers. Mayor Balensifer stated the OMA letter lit a match.

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:23 p.m.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

MINUTES
Warrenton City Commission
February 9, 2021
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Balensifer, Tom Dyer, Gerald Poe, and Rick Newton

Excused: Mark Baldwin

Staff Present: City Manager Linda Engbretson, Community Development Director Scott Hess (via Zoom), Harbormaster Jane Sweet, Police Chief Mathew Workman, Fire Chief Brian Alsbury, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 1.12.21
- B. Monthly Finance Report – December 2020

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

Newton – aye; Balensifer – aye; Dyer – aye; Poe - aye

COMMISSIONER REPORTS

Mayor Balensifer requested to add agenda item 7G - Generator Agreement; there were no objections.

After reading a Proclamation, Mayor Balensifer declared March to be Career and Technical Education Month.

Commissioner Newton stated he has been very busy the past two weeks, noting he attended the PSCC meeting and gave a brief update. He also attended LOC conference call and CERT meeting. He gave an update on CERT activities, and he also reminded everyone that CREST drone is available to us as a member.

PUBLIC COMMENT – None

PUBLIC HEARING – None

BUSINESS ITEMS

Fire Chief Brian Alsbury discussed two FEMA grants the fire department would like to apply for. The first, is a grant to replace aging SCBA equipment. He stated the cost for 31 packs is \$200,000; the city would have a 10% match. Ms. Engbretson elaborated and stated the match would come out of next fiscal year's budget. Brief discussion continued.

The second grant is to replace E-2721 at the Hammond station with a new Type 3 apparatus. He stated E-2721 is a 1988 model and is currently in reserve status. It no longer holds water due to a leaking tank and valves. It also has no urban capabilities. He stated the new engine would be placed at the Warrenton station, and the Warrenton engine will move to Hammond. Ms. Engbretson noted these grants provide a savings of almost \$600,000 with a small match.

Commissioner Newton made the motion to authorize the Fire Department to apply for an SCBA grant and an apparatus grant through FEMA AFG Grants. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Dyer – aye; Poe - aye

Fire Chief Brian Alsbury stated the Warrenton Fire Department (WFD) would like to enter into a Memorandum of Understanding (MOU) with Cannon Beach Rural Fire District, who will be hosting the regional grant for the WFD and south Clatsop County. If awarded, we will be able to replace aging and outdated radio equipment; replacing 13 mobile radios and 57 portable radios. The cost of the radios without the grant would be \$273,000; there is a 5% match which would require the WFD to pay approximately \$13,600. all depts in county going in on this regional grant;

Commissioner Dyer made the motion to authorize the Warrenton Fire Department to enter an MOU with Cannon Beach Fire District. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Dyer – aye; Poe - aye

Mayor Balensifer discussed Resolution No. 2588, which declares the end of the grandfathering of vacation rentals in residential zones. City Recorder Dawne Shaw noted a date error on the resolution that was corrected for the final version.

Commissioner Newton made the motion to approve Resolution No. 2588; a Resolution Formally Declaring an End to the Grandfathering of Vacation Rentals in Residential Zones. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Dyer – aye; Poe – aye

MINUTES

Mayor Balensifer discussed the Policies and Procedures for Citizen Boards. Commissioner Newton stated he hopes people realize how many hours the Mayor has put into these procedures.

Commissioner Newton made the motion to adopt the Policies and Procedures for Citizen Boards. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Dyer – aye; Poe – aye

Mayor Balensifer discussed the creation of the Warrenton Marinas Advisory Committee. Commissioner Newton noted the marina past due account figures look high at the beginning of the month but appear to catch up by the end of the month. He suggested developing a policy regarding abandoned boats, and that the city should push for legislation. Discussion continued. Mayor Balensifer discussed camping at the Hammond marina. He polled the commission for their thoughts on items for the committee to look at and report back on: Commissioner Poe – concerns with people letting dogs run around the east and south part of the basin (and river beach) and not cleaning up after them; suggested adding signage and fines. Commissioner Dyer – long term, he would like to see a multi-use building. Commissioner Newton – put together plan on what to see in 20 years, then break it down; Mayor Balensifer noted the master plan has that. Commissioner Newton – docks, dredging, camping; camping will bring in cash. Mayor Balensifer then asked what staff would like to see. Ms. Sweet stated basic infrastructure is needed – float logs, docks, piles, electrical. Ms. Engbretson stated it is a good idea to look at all the issues and have the committee recommend what to start with. Mayor Balensifer noted it is important for the marina committee to do field trips and get staff input; then give the commission a priority list and a work plan. Ms. Engbretson suggested letting them get a couple meetings done before they come back to the commission. Mayor Balensifer stated he would like to see them meeting monthly, at least to start. The target date for them to report back is next quarter. Brief discussion continued.

Commissioner Newton made the motion to adopt Resolution No. 2589, Creating a City of Warrenton Marinas Advisory Committee. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Dyer – aye; Poe – aye

Mayor Balensifer noted Resolution No. 2590, appointing members to the newly created Marinas Advisory Board.

Commissioner Newton made the motion to adopt Resolution No. 2590, Appointing Persons to Serve on the Warrenton Marinas Advisory Committee and Setting Terms of Office. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – abstained; Dyer – aye; Poe – aye

Mayor Balensifer abstained from voting as his father is on the board.

Ms. Engbretson stated the Calvary Assembly of God Church received a surplus military generator several years ago, but the church was notified the transfer was not done correctly and they need a government sponsor in order to maintain this piece of equipment. Mayor Balensifer explained the process, noting the need to clarify city responsibility regarding maintenance, etc., and suggested contacting the USPFO office to clarify. It was noted the generator is for the food pantry refrigeration. Consensus was to authorize the city to sponsor the generator for Calvary Assembly of God Church.

DISCUSSION ITEMS – None

Mayor Balensifer asked Chief Workman to speak about his memo regarding the accident in Hammond that was discussed at their January 12 meeting. Chief Workman noted he communicated with ODOT about the lack of curve warning signage, which they have addressed. He also suggested moving the 35 mph sign back before the curve – towards the dog park, but there has been no response at this time. Discussion continued on changing the speed limit; it was noted ODOT previously told us we had to do the engineering study.

GOOD OF THE ORDER

Ms. Engbretson noted this is the month the city is reinstating the late fee/shut off process for past due utility accounts. She is hopeful people will contact the city to set up payment plans. Discussion continued.

Commissioner Newton noted he worked with Spruce Up Warrenton to fix up the Warrenton sign on E. Harbor Drive. He noted progress on artwork that will be installed. He stated Camp Kiwanilong asked Kiwanis for money to help get the internet out at the camp so the school could move classes out there. He stated he reads Alaska newspapers and noted they are way ahead of us in vaccinations and reduction in infections.

City Recorder Dawne Shaw announced the city has hired a new deputy city recorder, who will start next week. Ms. Engbretson noted the position has been vacant since early June of due to funding as is the case with some other positions.

Mayor Balensifer stated in response to the Oregon Mayors Association (OMA) letter, the governor called a meeting of all Oregon mayors. They thought it would be more of a dialogue, but it turned out to be a rehashing of the same presentation that was given in the press conference the day before. None of the questions that were in the OMA letter were answered. He noted during the LOC President's round table call there was mention of a webinar for city managers about applying for grant for utility revenue replacement through the feds. LOC is putting it together; Ms. Engbretson stated someone will sit in on that.

There being no further business, Mayor Balensifer adjourned the regular meeting at 6:57 p.m.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT



WARRENTON POLICE DEPARTMENT
JANUARY 2021 STATISTICS
 FEBRUARY 23, 2021



January Statistics (% changes are compared to 2020)							
Category	2021	2020	% Chg	2019	% Chg	2018	% Chg
Calls for Service	681	645	6%	727	-6%	553	23%
Incident Reports	207	192	8%	210	-1%	177	17%
Arrests/Citations	214	132	62%	210	2%	91	135%
Traffic Events	129	129	0%	254	-49%	152	-15%
DUII Calls	2	2	0%	6	-67%	4	-50%
Traffic Accidents	20	18	11%	25	-20%	13	54%
Property Crimes	108	94	15%	116	-7%	86	26%
Disturbances	109	85	28%	71	54%	50	118%
Drug/Narcotics Calls	9	4	125%	13	-31%	7	29%
Animal Complaints	19	21	-10%	22	-14%	17	12%
Officer O.T.	19.5	255.1	-92%	93.73	-79%	173	-89%
Reserve Hours	0	0	0%	37.5	-100%	18.5	-100%

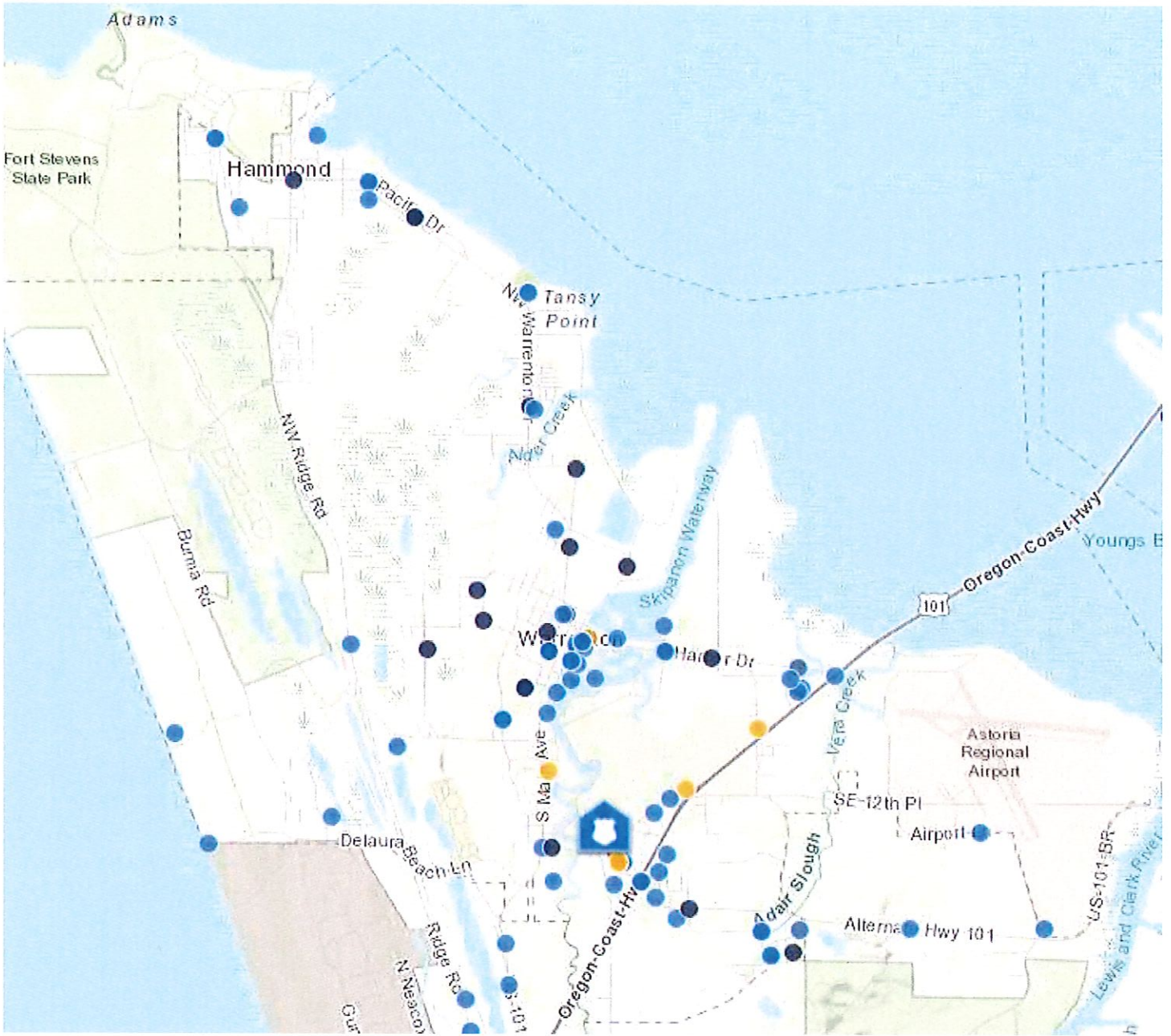
Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	681								
Incident Reports	207								
Arrests/Citations	214								
Traffic Events	129								
DUII Calls	2								
Traffic Accidents	20								
Property Crimes	108								
Disturbances	109								
Drug/Narcotics Calls	9								
Animal Complaints	19								
Officer O.T.	19.5								
Reserve Hours	0								

Oct	Nov	Dec	2021 YTD	2021Estimate	2020	2021v 2020	2019	2021v. 2019	2018	2021v. 2018
			681	8172	9106	-10%	9332	-12%	7956	3%
			207	2484	2420	3%	2551	-3%	2028	22%
			214	2568	2095	23%	1731	48%	1098	134%
			129	1548	2461	-37%	3101	-50%	2094	-26%
			2	24	46	-48%	55	-56%	52	-54%
			20	240	260	-8%	271	-11%	226	6%
			108	1296	1254	3%	1187	9%	902	44%
			109	1308	1082	21%	953	37%	778	68%
			9	108	87	24%	108	0%	79	37%
			19	228	328	-30%	325	-30%	301	-24%
			19.5	234	2194.5	-89%	1731.7	-86%	2400.3	-90%
			0	0	259.5	-100%	359.5	-100%	290	-100%

The following is a graphic representation of statistics for January 2021 using our **CityProject** membership (formerly [CrimeReports.com](https://www.crimereports.com)). The "Dots" represent a location of a call and if you would zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website, you can zoom in on each incident for more details.

- Assault
 - Assault
 - Assault with Deadly Weapon
- Sexual Offense
 - Sexual Assault
 - Sexual Offense
 - Other Sexual Offense
- Other Violent Offense
 - Homicide
 - Kidnapping
 - Robbery
- Property & Theft
 - Property Crime
 - Breaking & Entering
 - Property Crime Commercial
 - Property Crime Residential
 - Other Property Crime
 - Theft
 - Theft from Vehicle
 - Theft of Vehicle
 - Other Theft
- Disorder/Disturbance
 - Disorder
 - Disorder
 - Drugs
 - Drugs
 - Liquor
 - Liquor
 - Quality of Life
 - Quality of Life
- 911 or Other
 - Community Events
 - Community Policing
 - Proactive Policing
 - Emergency
 - Emergency
 - Fire
 - Fire
 - Police Calls
 - Police Calls

Incidents (Warrenton & Hammond)



MINUTES
Warrenton Parks Advisory Board
December 7th, 2020
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

Parks Board Members Present: Chairperson Sara Long, Kailee Kobe, Carol Snell, Bert Little. Excused: Vice Chair Jim Dutcher, Justin Kobe.

Staff Present: Public Works Office Assistant Hallie Sweet.

CONSENT CALANDAR

- A. Minutes of October 12th Meeting
- B. Minutes of November 9th Meeting

Board Member Carol Snell made the motion to approve the minutes of the October 12th meeting, all board members were in favor. Ms. Snell also made the motion to approve the minutes of the November 9th meeting, all board members were in favor.

REPORTS

Warrenton Kids Inc. – Bert Little gave a Warrenton Kids Inc update on behalf of Debbie Little stating that they were expecting to have baseball and softball the next season, but basketball is a wash. Warrenton Kids Inc has also taken on football and wrestling.

Northwest Coast Trails Coalition – Tessa Scheller reported that the board of directors of the Northwest Coast Trails Coalition did their prioritization for 2021 which includes keeping the connection of Seafarers Park and Fort Stevens State Park the highest priority.

Parks Maintenance – Kyle Sharpsteen reported to the board that vandalism at the parks has been less frequent, and Public Works has plans soon to pull the stumps out from Carruthers Dog Park.

BUSINESS ITEMS

Chairperson Long presented to the board an updated draft of fundraising ideas that will be presented at the next commission meeting. Mr. Little made the motion to approve the updated parks fundraising proposal, Kailee Kobe seconded the motion.

materials and game prep fees/maintenance fees should be considered as a fundraising option. The parks board suggested that this draft be presented to the City Commission as is, Chairperson Long would like to table this for the next meeting in December.

MINUTES
Warrenton Parks Advisory Board
December 7th, 2020
Warrenton City Hall – Commission Chambers
225 S. Main
Warrenton, OR 97146

DISCUSSION ITEMS

Chairperson Long continued the budget discussion from the previous meeting, noting from the parks master plan projects that could be accomplished with minimal funding. Additional lighting in the gazebo area outside of the Community Center would decrease vandalism. Mr. Little brought attention to the board that the playground equipment at the Hammond library is in rough shape and should be addressed as it is a potential liability.

The board continued to discuss smaller parks projects such as a sand volleyball court, updated play equipment, horseshoe pits, and repairs to the picnic shed at the dog park. The top the priority projects were decided as Carruthers Dog Park picnic shed repairs, fencing around memorial rock at Seafarers Park, and trail signage.

Chairperson Long mentioned that the next meeting the board would vote on Chair and Vice Chair positions, and mentioned that Vice Chair Jim Dutcher took back his resignation that was accepted at the previous meeting.

There being no further business, Chairperson Long adjourned the meeting at 5:40 p.m.

Next regular meeting is scheduled for February 8th, 2021 at 4:00 p.m.

Approved

albert a. little

Sara Long, Chair

Albert Little 2nd chair

Attest



Hallie Sweet, Secretary

Minutes

Warrenton Community Library Board Regular Meeting

June 12, 2020 - 5:30 p.m.

Warrenton City Commission Chambers — 225 South Main Ave.
Warrenton, OR 97146

1. Call to order: Kelsey called the meeting to order at 5:37 p.m.
2. Roll call: Kelsey Balensifer, Mary Ann Brandon, Rebecca Herren (by phone), Eileen Purcell (by Zoom), Kelly Knudsen, library director
Unable to attend: Baret Becker, Natalie Duggan, Dawn DeLacey
3. Recognition of guests: No guests attended.
4. Consent calendar:
 - A. Advisory Board Meeting Minutes 03/13/2020: Rebecca moved to approve the minutes and Mary Ann seconded. All approved.
5. Site manager report: Due to COVID-19, the library closed on 03/23/2020, but the drive through has remained open, and reopening is scheduled 06/15/2020. There will be a 10-person occupancy rule, masks are suggested and some available for patrons without them. Distancing tape and hand sanitizers are in place. Kelly has been in contact with the State Library on sanitation and safety. Continuing education classes are on hold, and Carol has been able to perform her cataloging work from home. The volunteer pool dropped off due to the pandemic, Laura is not returning, and a library aide position is open.

Standardized fees in accord with Seaside and Astoria Libraries go into effect July 1. Higher fees impact new library cards, late fines and non-resident cards. Children can still access the ROCC, and cards are good at all three libraries.

The bank vault is now the young adult section. Kelly is distributing culled books at Community Action food bank. The roof is still leaking, but should be repaired this summer. Outreach promoting the summer reading program is underway with a plan to seek donations and grants to purchase books. There are 5 new computers, and a wifi hotspot accessible in the parking lot.
6. Discussion items: the development of a Friends group is still an open item. Board members are tasked with researching other Friends groups and bringing ideas to the next meeting. The ongoing impediment has been locating a community member to take charge and commit to organizing a group. Community

engagement suggestions include publicizing library updates and a column for the Columbia Press to recruit possible Friends.

7. Public comment: There was no public comment.

8. Good of the order: Our next meeting is Friday, September 11, 2020 at 5:30 p.m.
The last meeting of 2020 is December 11 at 5:30 p.m.

9. Adjournment: The meeting was adjourned at 6:29 p.m.

Meeting Minutes were taken and recorded by Eileen Purcell, Board Secretary.

Minutes

Warrenton Community Library Board Regular Meeting

September 11, 2020 - 5:30 p.m.
Warrenton City Commission Chambers
225 South Main Ave., Warrenton, OR 97146

1. Call to order: Kelsey called the meeting to order at 5:30 p.m.
2. Roll call: Kelsey Balensifer, Natalie Duggan (attending through Zoom), Mary Ann Brandon, Eileen Purcell (attending through Zoom), Kelly Knudson, WCL Director.
Unable to attend: Rebecca Herren, Dawn DeLacey, Baret Becker
3. Recognition of guests: none attending
4. Consent calendar
 - A. Advisory Board Meeting Minutes 6.13.20: Mary Ann Bandon moved to approve the minutes. Eileen Purcell seconded and all approved.
5. Site manager report:
 - The library made an offer to hire a library aide, but they declined and an active search is open to find another person.
 - We expected the building to be painted this summer, but it is postponed for spring 2021.
 - Because of COVID restrictions, only 5-10 patrons are allowed in the building at one time. Curbside pickups continue.
 - Kelly is focusing on youth and teen activities and is working on finding a youth volunteer coordinator.
 - Kelly has weekly Zoom meetings with the state library.
 - She purchases 25-30 new items monthly based on community requests. Some funding came from a Ready to Read grant and ROCC also donated books. We are checking out hotspots, and working on acquisition of materials suitable for home schooling. Natalie asked about tutoring to assist K12 students studying at home due to COVID closures. Kelly will think about this. She has been in contact with school principals and is surveying parents to discuss how the library can collaborate during school closures.
 - The WCL is partnering with LaNicia Duke/Rural Race Talks to present a virtual forum on 9/28/2020
6. Discussion items
 - A. Friends Group: Kelly received a \$500 donation to put towards the nonprofit filing fee, and several hundred more is needed. Are board members willing to chip in to

raise the funds? Bylaws are available from the Astoria and Seaside Friends groups that we can use as a model. We need a steering committee to start the process. Kelsey scan Steps 2-9; there are different membership structures. A meeting with group of people possibly interested in organizing the Friends committee is planned and Kelsey will compile the list. Although WCL Board members cannot participate on the Friends Committee, we can help during the initial stage to get the process started.

7. Public comment: There was no public comment.

8. Good of the order: Kelsey is taking another job, but remains to committed to WCL Board. Our next meeting is December 11, 2020 at 5:30.

9. Adjournment: The meeting was adjourned at 6:27.

Meeting Minutes were taken and recorded by Eileen Purcell, Board Secretary.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Kyle Sharpsteen, PW Operations Manager
 DATE: February 23rd, 2021
 SUBJ: Bird Netting for SBR basins at the WWTP

SUMMARY

The Wastewater Treatment staff has requested quotes to install bird netting over the SBR basins. Each year we have problems with birds diving into the basins during the settling phase of the process and it causes high suspended solids in the final effluent. This also causes issues with the UV systems ability to provide adequate disinfection. We have tried various methods to mitigate these bird problems over the years with marginal success.

This project will keep the birds out of the basin. We have requested quotes from the following firms.

- .United Bird and Bat Control for \$61,428.00
- .Agrination Netting Builder \$53,000.00
- .Sprague Pest Solutions \$ 49,130.00

After reviewing these proposals, it has been decided that Sprague Pest Control is the best option by design and price.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the bid from Sprague Pest Solutions to install bird netting over the 3 SBR basins at the Waste Water Treatment Plant for \$49,130.00

ALTERNATIVE

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

FISCAL IMPACT

This project is included in the City of Warrenton 2020-2021 Adopted Budget.

Approved by City Manager:

Linda Engletson

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

**CITY OF WARRENTON
CONTRACT FOR GOODS AND
SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____20__, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Sprague Pest Solutions , hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES: (Title: Bird Netting for SBR)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote: WarrentonWWTP2-21V2, dated 2.12.2021, and is attached hereto as Exhibit A.

B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$49,130.00 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing 038-430-620094 for all goods provided or 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. City pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager.

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

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

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

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

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

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

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

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

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

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

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. BUSINESS LICENSE

A City of Warrenton Business License is required for all businesses working within the City of Warrenton. Information for this process is available on the City of Warrenton website at <http://ci.warrenton.or.us/> or by calling 503-861-2233.

23. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: _____
Henry Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date



**Architectural Pond Netting Proposal for the Warrenton
Wastewater Treatment Aeration Ponds
Warrenton, OR**



Prepared by:

Keith Rowney
Manager of Bird Control Services
Sprague Pest Solutions
OR CCB# 91828



February 12, 2021

Robert Burk
Duane Hartman
City of Warrenton Wastewater Treatment Plant
105 NE 105th Street
Warrenton, OR 97146

Greetings, Robert and Duane:

Sprague appreciates the opportunity to provide exclusion services for your three aeration vessels. We specialize in highly effective, long-lasting and aesthetic exclusion systems and look forward to resolving the bird challenges in these ponds.

As per our discussions, the basis of our design is to create a protected walkway structure by using poles bolted to you existing guardrail systems on the walkways. Stainless cables will radiate into the corners and midsections of the ponds. This will provide a tented framework for the 2", 116' burst strength HDPE netting, which will be secured in place with stainless steel, pneumatic net-rings. Service access will be provided by a series of zipper systems.

The details of our exclusion plan are found in the following proposal. Please review, ask me for any clarifications and let us know how best to proceed. We look forward to a very successful project.

Thank you for your consideration.

Best regards,

Keith Rowney
Manager of Bird Control Services
Certified Bird Control Specialist
Sprague Pest Solutions
krowney@spraguepest.com
503-849-7442
www.spraguepest.com
OR CCB# 91828



Architectural Pond Netting Proposal for the Warrenton Wastewater Treatment Aeration Ponds Warrenton, OR

Project Overview:

The facility has 3 octagonal, concrete aeration vessels, nominally 89' x 114', which are experiencing challenges posed by birds entering the vessels and stirring up sedimentation. Exclusion netting systems are required to prevent access from waterbirds, particularly diving ducks.

Recommendations:

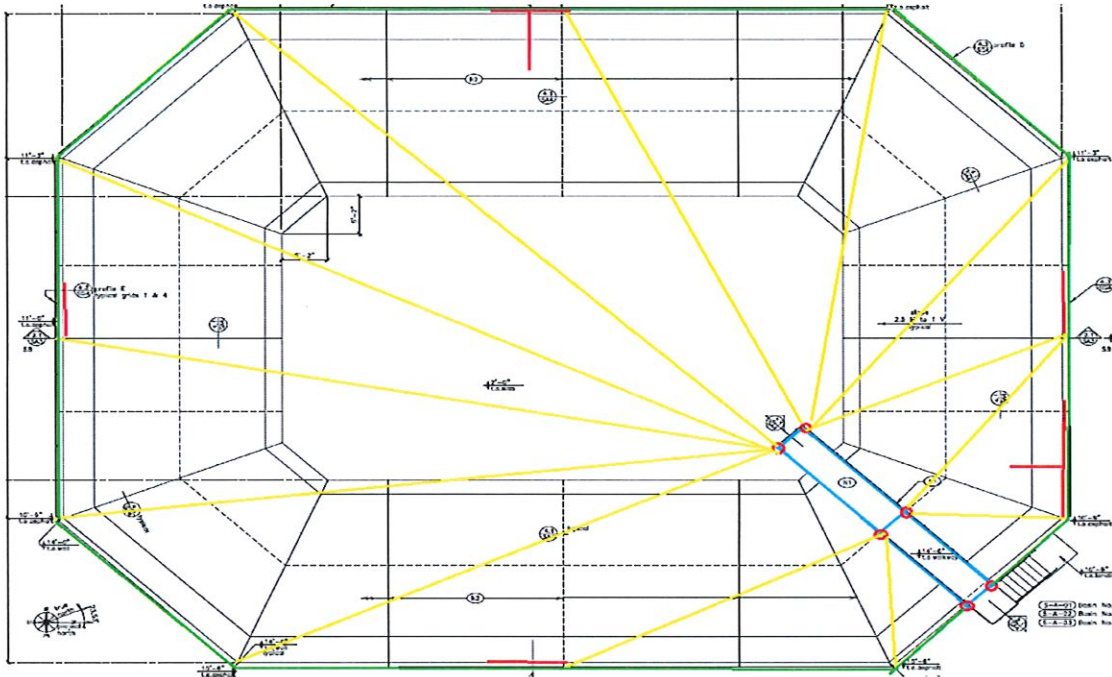
We are recommending full exclusion of the ponds will architectural pond netting systems featuring 2" netting over stainless- steel cable frameworks.

Architectural Pond Netting Systems-

Heavy duty, black, 2", 116 lb. pond netting is attached to stainless steel cable frameworks with pneumatic, stainless-steel net-rings (min. 6/lineal ft.) Cable frameworks consist of: 7x7 stranded, 3/32" cables, looped at the ends and secured with ferrules; corner attachments (eyebolts w/nuts for steel; net-bolts for concrete); intermediate attachments in the concrete vessel as 3/16" net-spike; turnbuckles will tension every cable run; zippers will be incorporated into the net systems to preserve service access.

Note: we will install additional support poles (6 per platform) to the elevated walkways to preserve access for workers. Cables will radiate from these raised elements to the corners and mid-areas of the vessels (see drawing for details). These arrays will support the netting to limit sag and the pneumatic net-rings will ensure durability even in strong winds.

2.



Red circles depict pole placements U-bolted to existing walkway guardrails.
Blue lines depict cable framework to preserve service access to elevated walkway.
Yellow lines show radiating support cable frameworks.
Green lines show perimeter cable frameworks.

Scope of Services:

Sprague will provide all materials, tools, workmanship, lift-rentals and supervision to install the described pond netting systems in the three aeration vessels. We will remove debris resulting from our installation and Sprague will serve as the manufacturer's warranty agent.

Investment:

Investment for the project as described:

\$49,130.00 (\$19,680.00 materials; \$29,450.00 labor)*



3.

*The project will require a 45' class stick-boom. If not provided by the city of Warrenton, the an additional \$1,838.00 boom-lift rental would apply to the cost of the project.

Warranty:

Sprague warrants the project for a period of two-years against defects in materials and workmanship. The manufacturer provides a 10-year U.V. degradation on black HDPE netting.

All cable, fittings and netting will be single sourced from Bird B Gone of Santa Ana, CA for quality and warranty performance.



www.nettingbuilder.com

Telephone 559 331-1440

PROPOSAL & CONTRACT

TO: Robert Burke
City of Warrenton OR
Waste Devison

From: Neil Shaw
108 Ahmad Dr, Gaffney SC 29341
Feb 09, 2021
This Proposal is valid for 90 days from above date.

Project RE: Install Turnkey Bird Barrier Netting at Three Clarifiers at Warrenton OR waste facility.

Scope of Work: Agrination will install 2inch mesh bird netting at 3 clarifiers at City of Warrenton OR waste facility. Installation of bird netting consist of a cable grid structure with 9ft steel posts planted 3ft deep and ¼ galvanized cables set at 6ft above grade. Netting is 2inch mesh poly bird netting that is overlaid onto cable structure and fastened with twine, hogrings and ties. Each clarifier has one access personnel gate of 3x6ft. Agrination will install netting and complete a turnkey installation in under 3 weeks.

Warranty: Agrination warranties the installation and materials supplied by Agrination against defect for 3 years from date of installation. The Netting fabric carries a 10year UV breakdown warranty. External projectile damage and machine damage is not warrantied.

Payment Terms: A 50% deposit shall be due with owner's purchase order. An additional payment of 30% is due at start of work. Final payment shall be due upon completion of the netting system installation. Invoices not paid when due are subject to a service charge of 1-1/2% per month, an annual percentage rate of 18%. Should suit be instituted to enforce the provisions of the Proposal and Contract, the total outstanding payments of the contract price will immediately become due and the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by court or other tribunal hearing the matter.

Permits: Our Proposal does not include any permit fees or related costs involved in securing permits. The customer shall be responsible for acquiring any permits required and any costs relating to permit requirements.

Indemnification: Agrination Netting Builder and its sub contractors shall not indemnify any additional owners, contractors or Agents.

Insurance: Agrination shall provide Certificates of Insurance listing owner as "additional insured." Our general and product liability coverage is \$1,000,000 per occurrence.

Assumptions: Owner shall be responsible for providing our crew & equipment reasonable access "to, from and at" work site during construction. Mobilization costs are included in our Proposal are based on one move-on and move-off. Owner shall be responsible for providing our crew & equipment reasonable access "to, from and at" work site during construction. Any work stoppage directed by owner causing additional move-on required to complete the project will be invoiced at the rate of \$4,000.00 per occurrence.

Our Proposal is based on the following: Good soil & digging conditions defined as able to complete the excavation using standard auguring equipment. Should rocky or wet conditions be encountered, the additional charge will be cost plus 10% and invoiced under a Change Order to the Contract Price.

Exclusions: Obstructions – The owner shall be responsible for identifying and relocating or removing any obstacles that will impede the installation efforts, including but not limited to, telephone (or power) lines and underground piping, high grass, soil or ground impediment or dangerous animals or insects. Should Change Order(s) be required during the course of construction, they will be submitted for the customer's approval to reimburse for contractor's additional cost and overhead. Agrination is a nonunion company and, as such, will not become signatory to any labor agreement. We reserve the right to hire and use any responsible subcontractor or perform services under a general contractor without prior notification or approval.

Excavation: The owner shall be responsible for locating all underground utilities within the area of the proposal containment structure.

The parties are authorized to execute this Contract on behalf of their respective corporations and agree with the terms and conditions itemized on the foregoing page.

The turnkey price for installation is \$53,000 or Fifty Three Thousand U.S. Dollars.

By: _____

Date: _____

Accepted By:
Agrination Netting Builder
Neil Shaw, CEO – Cell 864 616-4505



To: City of Warrenton Oregon

Attention: Kyle Sharpsteen

Re: 3 Containment Ponds/Hardware & 4" Netting Installation

Dear Kyle:

Please accept the following revised proposal to install hardware and bird netting for the referenced project noted above. The first page is our company information; the second is the cost of installation, including scope of service. Thank you for the opportunity and we wish to earn your business.

United Bird & Bat Control LLC
Corporate Office
PO Box 14290
Scottsdale, Arizona
85267
480-778-1553
866-306-8126
Web Site www.unitedbirdcontrol.com
Email unitedbird@gmail.com

Oregon State License 1505445-92
WOSB

United Bird & Bat Control LLC is a US SAM registered company.
All employees are Security and Randomly Drug screened

**Installation of Hardware and Bird Barrier 4" Netting For 3
Containment Ponds**

Materials: \$24,571.00

Equipment: \$8720.00

Labor: \$18,118.00

Overhead: \$9839.00

Total Installation Rate: \$61,428.00

United Bird & Bat Control will install approximately 32,000 square feet of Bird Barrier 4" HD Black netting for 3 overflow containment ponds. Netting will be pneumatically attached to stainless steel wire which will be connected to the perimeter concrete frame. Each guide wire will have an adjustable turnbuckle attached to remove the system if needed. Entry 6' access points will be installed to allow access to each pond.

**Warranty: 3 Year Installation (United Bird & Bat Control)
5 Year Manufacture (Bird Barrier America)**



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Collin Stelzig, P.E., Public Works Director
 DATE: February 23rd, 2021
 SUBJ: Wastewater Facilities Plan – Request for Qualifications

SUMMARY

This project continues long range facilities planning for the Warrenton Wastewater Treatment Plant by completing evaluations and analysis of the existing buildings and treatment processes and evaluation of long-term expansion needs. This work should be completed winter 2021 for the estimated cost of \$160,000.

Public Works is seeking Commission approval to advertise the request for qualifications for a Wastewater Facilities Plan.

RECOMMENDATION/SUGGESTED MOTION

I move to approve advertising the request for qualifications for the Wastewater Facilities Plan.

ALTERNATIVE

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

FISCAL IMPACT

This project is included in the City of Warrenton 2020-2021 Adopted Budget.

Approved by City Manager:

Linda Engstrom

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



REQUEST FOR QUALIFICATIONS ENGINEERING AND RELATED SERVICES

Wastewater Facilities Plan

Advertised Via Daily Journal of Commerce: February 24, 2021

Address proposals to:

City of Warrenton
Attn: Richard C. Stelzig, PE
225 S Main Ave
P.O. Box 250
Warrenton, OR 97146

Proposals due: Thursday, March 11, at 2:00 PM, local time

Proposals must be sealed in an opaque envelope, plainly marked as follows: "*Request for Qualifications – WWTP Facilities Plan*," and sent to the attention of Richard C. Stelzig, PE. Include the name and address of the Proposer. Proposers must submit five (5) hard copy sets and one (1) digital of the Proposal. Electronically mailed or faxed Proposals will not be accepted. The City of Warrenton reserves the right to reject any or all Proposals.

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Request for Qualifications

The City of Warrenton, Oregon is requesting Proposals in order to select a qualified consultant to provide professional services for the WWTP Facilities Plan ("Project"). Consultants are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Qualifications (RFQ)**.

I. Project Description

This project continues long range Facilities Planning for the Warrenton Wastewater Treatment Plant by completing evaluations and analysis of the existing building and treatment processes and evaluation of long-term expansion needs.

II. Minimum Qualifications

To be considered for award of the contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of their Proposal.

1. Proposer's project team shall include a State of Oregon Registered Professional Engineer.
2. Proposer shall demonstrate a minimum of five (5) years' experience providing the types of services developing facility plans and designing/upgrading Wastewater Treatment Plant.
3. Proposer shall have a record of quality workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.

III. RFQ Documents

Request for Qualifications (RFQ) documents may be obtained online:

<https://www.ci.warrenton.or.us/rfps>

IV. Project Manager

The City's Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Geoffrey Liljenwall, PE, Youngs River Engineering LLC, Geoff.liljenwall@gmail.com, (503)-791-3010 (Cell).

V. Pre-Proposal Meeting

Consultants can request a tour of the Wastewater Treatment Plant at 105 NE 5th Street, Warrenton, Oregon. Consultants can request a meeting with the project management staff to discuss and answer questions about the project and services described in the RFQ. Depending on interest we can setup Zoom meetings for question and answers – this will be reviewed on a

case-by-case basis. Also, these meeting will be offered to the other respondents for same date/time. See section below for RFQ Question procedures.

VI. RFQ Questions

Interested consultants shall direct all questions regarding RFQ documents in email to:

Geoffrey Liljenwall, PE – Geoff.liljenwall@gmail.com

All questions shall include “WWTP Facilities Plan – RFQ Questions” in the subject line and be submitted in writing by 5:00 p.m. local time – March 5, 2021. Questions and answers will be provided by email and posted to the City of Warrenton website to all firms on the RFQ holders list. City of Warrenton website address:

<https://www.ci.warrenton.or.us/rfps>

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFQ. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

VII. Proposal Submission

Interested consultants shall submit five (5) hard copies and one (1) digital copy of their written Proposals, sealed in an opaque envelope, plainly marked “**Request for Qualifications – WWTP Facilities Plan**” and include the name and address of the Proposer. Proposals shall be addressed and submitted to the following location by 2:00 p.m. local time on **Thursday, March 11, 2021**.

The proposal must be submitted in a sealed envelope, clearly marked as follows:

City of Warrenton
Attn: Richard C. Stelzig, PE
Public Works Director
225 S Main Ave
P.O. Box 250
Warrenton, OR 97146

Attention: Richard Stelzig, PE
Request for Qualifications - Wastewater Facilities Plan

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

Failure to clearly identify the Proposal in the subject line may cause misrouting of the Proposal and late delivery, resulting in disqualification.

VIII. Schedule

- Advertise Request for Qualifications February 24, 2021
- RFQ Change Request Deadline March 5, 2021
- RFQ Question Submission Deadline March 5, 2021
- Addenda Issuance Deadline March 5, 2021
- Proposal Due at 2:00pm March 11, 2021
- Staff Recommendation March 18, 2012
- Award Protest March 23, 2012
- Commission Adoption * April 2021
- Kick-off Meeting * April 2021

* These dates are approximate and subject to change.

IX. General RFQ Information

Changes to the RFQ Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum, which shall be issued by thru the city website:

<https://www.ci.warrenton.or.us/rpfs>

All addenda shall have the same binding effect as though contained in the main body of the RFQ and Scope of Work.

No addenda will be issued later than March 5, 2021, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFQ altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law.

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFQ not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFQ or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFQ, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies that:

1. Proposer has carefully examined all RFQ documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFQ intent, is able to perform all tasks as described in the Scope of Work of this RFQ, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFQ, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such

amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change, or the entire Proposal and the City may elect to award to the next highest ranked Proposer.

5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFQ, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Request for Qualifications.

Nondiscrimination

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFQ which the Proposer believes will inordinately limit competition.

RFQ Protests and Change Requests

A prospective Proposer may protest anything contained in the RFQ documents and request a supporting change to any provision, specification, or contract term contained in the RFQ documents by submitting a written request to:

Geoffrey Liljenwall, PE – Geoff.liljenwall@gmail.com

All change requests shall include "WWTP Facilities Plan – RFQ Protest" in the subject and be submitted, in writing (Via email), by 5:00 p.m. local time on March 23, 2012. Each protest and request for change must specify the provisions, specifications, or contract terms of the RFQ in question and contain reasons for the requested change and any proposed changes.

The City will evaluate and resolve all protests and related change requests submitted before the listed time and date due within a reasonable time following receipt of the protest. The City will issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFQ.

Proposal Liability

Proposers responding to this RFQ do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFQ. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFQ documents or the City's selection decision.

City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFQ to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFQ. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFQ.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFQ.

Warrenton, Oregon and Federal Requirements

The City of Warrenton intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Warrenton.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Warrenton's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

X. Scope of Work

The scope of work shall include a Facility Plan for the Wastewater Collection and Treatment Facilities and shall establish a guide to future operations covering the next twenty (20) years. The Plan shall evaluate the wastewater collection and treatment systems for their ability to meet the current and future needs of the City based on regulatory, growth, and financial needs. Recommendations shall be made to aid the City in complying with environmental regulations,

meeting the demands of commercial and industrial development, dealing with aging infrastructure, and fulfilling its obligations to the community.

Future needs and issues for the WWTP Program (Treatment and Collections):

- a. The current WWTP is nearing its capacity in treating influent flows.
- b. The City intends to expand the existing WWTP within the next 3 years to meet existing population and expected growth.
 - a. Updated capital improvements plan with a recommended schedule and cost estimates.
- c. Oregon DEQ requires an updated facility plan for any WWTP Plant expansion.
- d. The City would like to incorporate the existing WWTP lagoons into any upgrades.
 - a. The City currently runs the lagoon water through the WWTP (12-acre facultative lagoon that was abandoned when the SBR plant was built in 2006).

The 2002 Wastewater Facility Plan is available for reference at:

<https://www.ci.warrenton.or.us/publicworks/page/waste-water-facilities-plan>

The City of Warrenton is located approximately 97 miles northwest of Portland, along the north coast of Oregon. Two state routes Highway 101 and Highway 30 (eastern portion) provide access to Warrenton. There are also two other state Highways serving the city - 104 and 105.

The City of Warrenton (City) provides wastewater collection services with over 2900 connections spread across an area of approximately 18 square miles. This service is provided via the sanitary sewer collection system that is owned, operated, and maintained by the City. The sanitary sewer collection system comprises over 33 miles of gravity pipelines, ranging in size from approximately 4 inches to 15 inches in diameter; 743 access structures (i.e., manholes and cleanouts), 36 lift stations; and about 16 miles of sanitary force mains.

The City owns and operates a WWTP located at 105 NE 5th Street, Warrenton, Oregon. The facility is a Class III Activated Sludge - Sequencing Batch Reactor (SBR). Biosolids produced in the SBR process are stored in a lagoon. Plant effluent is discharged via the Skipanon to the Columbia River.

Pre-Contract Activity

The successful proposer shall work with the City's Project Manager to refine and clarify the scope of services prior to preparing its cost. A pre-contract meeting(s) may be required and shall not be billable to the City.

XI. Proposal Submittal

Interested consultants shall prepare and submit Proposals in accordance with the requirements stated within this RFQ. Adherence to these requirements will ensure a fair and objective analysis

of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFQ. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFQ may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

Proposal Format

Proposals shall be typewritten with a standard body text font (e.g. Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner.

Proposals shall be organized in accordance with the listed proposal contents and shall not exceed 10 total pages. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered nonresponsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

Introductory Letter

The introductory letter should address the consultant's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Public Works Director (Richard Stelzig, PE) and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

"Proposer has received and examined, as part of the Proposal, Addenda No. ___ through ___. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."

"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due.

"All materials and documents acquired or produced by the consultant in

conjunction with the resulting contract shall be delivered to and become property of the City of Warrenton, without restriction or limitation of future use.”

Project Understanding

Proposals shall demonstrate the consultant's understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFQ.

Project Costs

Describe the overall approach to minimize costs in developing the updated WWTP Facility Plan. The intent is to minimize costs and only provide the information needed for updating the Treatment Plant - recognizing that the plant is 'at or' near capacity and there is a need to increase the capacity of the plant in the next 3 years.

Intent (Project Costs): How does the firm intend to keep cost to a minimum and provide a cost-effective strategy to expand our WWTP?

Project Approach

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFQ. Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer's ability to expeditiously complete the work should be made evident. The Proposal should include the following:

1. Describe overall approach to project management.
2. Describe Proposer's approach and methodology for preparing project cost estimates, including the services being solicited by the RFQ.
3. Describe approach to organize and accomplish for developing a WWTP Facility Plan, including addressing the anticipated primary issues and milestones.
4. Identify Proposer's specific team members, including key sub-consultants, and resources assigned for developing a WWTP Facility Plan.
5. Describe Proposer's approach to complete the tasks and activities for developing a WWTP Facility Plan in a timely manner and control costs.
6. Identify and describe the deliverables that will result from each task and activity.
7. Identify key points of input and review with City staff.

Proposer's Experience

Proposals shall provide a brief work history of consultant's and any key sub-consultant's projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

1. Describe the consultant's and key sub-consultant's firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
2. Describe consultant and key sub-consultants' work experience that correspond with the Project needs, for developing WWTP Facility Plans.
3. Provide at least three (3) examples of projects completed by Proposer for public

agencies within the last five (5) years that best characterize Proposer's experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date.

- Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
- Identify what role, if any, each team member who is proposed for this City Project (see Project Team Experience, below) played in each listed project.
- Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.

Project Team Experience

Proposals shall identify the team to be assigned to the Project by name, describing each member's qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, key staff, and any subconsultants or subcontractors to be assigned to this Project.
2. Identify the Project roles and responsibilities of all key personnel.
3. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
4. Describe the extent of principal and project manager involvement.
5. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.
6. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.

Project Schedule

Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

Supporting Information

Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal.

Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: "There is no additional information we wish to present."

XII. Proposal Evaluation and Selection

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFQ.

The City may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings and consultant presentations, evaluate the Proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFQ process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the RFQ process.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal.

Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

Criteria	Maximum Score
Introductory Letter	Required
Project Understanding	30
Project Costs	25
Project Approach	25
Proposer's (Team) Experience	20
Project Schedule	Required
Supporting Information	N/A
Total	100 Points

Interview Evaluation

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and Scope of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations. After the interviews, each member of the Selection Review Committee will re-evaluate and rescore each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score.

Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer. Depending on the number of Proposers and the point spread among Proposals, the Selection Review Committee may determine that an interview evaluation is needed to determine the Successful Proposer. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking.

If interviews are conducted, the Successful Proposer will be determined based on the adjusted post-interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. With regards to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFQ process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Warrenton City Commission. The Warrenton City Commission will then make the final contract award decision.

Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-048-0240. The protest must be in writing and submitted to:

City of Warrenton
Attn: Richard C. Stelzig, PE
Public Works Director
225 S Main Ave
P.O. Box 250
Warrenton, OR 97146

OR

publicworks@ci.warrenton.or.us

Award protests shall include "WWTP Facilities Plan – Award Protest" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFQ or are not qualified to perform the services described in the RFQ. Protests received after the submittal deadline will not be considered.

No contract associated with the RFQ will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFQ, the City shall cancel the Notice of Intent to Award, revise the RFQ documents accordingly, and solicit for new Proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

Appendix A: Standard City of Warrenton Professional Services Agreement

Appendix: The following documents are available online:

<https://www.ci.warrenton.or.us/rfps>

- a) Wastewater Facilities Plan Report – November 2002
- b) Wastewater Facilities Plan - Appendix – November 2002
- c) Warrenton Collections Drainage Basins and Pump Station Map
- d) Wastewater Treatment Plant Improvements - 2007
- e) NPDES Permit – 2007
- f) NPDES Permit - 2020
- g) Discharge Monitoring Report December 2020 (example only)
- h) Kennedy Jenks WWTP Reports
- i) WWTP Wastewater Fact Sheet



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Van Wilfinger, Building Official
DATE: February 23, 2021
SUBJ: Building Department Professional Services Contract

SUMMARY

With the volume of larger projects increasing and the upcoming implementation of the new state ePermitting system, as well as the importance of maintaining normal day to day operations of the department, it is necessary to secure qualified resources to provide plan review and inspection services on an as-needed basis to supplement staff and maintain state-mandated turnaround times for plan review of new projects in compliance with ORS 455.467. An informal Request for Proposals was submitted to two firms that provide services in the area. The Clair Company, Inc. submitted a proposal that was fair and reasonable, and they were responsive to revising the proposal to better accommodate the city's needs by providing an additional review without added cost. In addition, The Clair Company, Inc. office is located much closer to the North Coast to provide inspection assistance when needed with the less compensation associated.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the contract with Clair Company, Inc. as the service provider for plan review services and staff augmentation, in order maintain the highest levels of customer service to the public and development community.

ALTERNATIVE


- 1) Other action as deemed appropriate by the City Commission

2) None recommended

FISCAL IMPACT

No fiscal impact to the city, as the service provided is paid for directly by the plan review and permit fees collected from the applicant in support of enforcing the state building code in compliance with ORS 455.210.

Approved by City Manager:

A handwritten signature in blue ink, reading "Linda Engstrom", is 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 ____ day of _____ 2021, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Clair Company, Inc., 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 Commercial and/or Residential in-scope Plan Review Services and Inspection Services for the City of Warrenton, as outlined in the attached Rate 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 75% of City collected plan review fees for performance of in-scope plan reviews; and hourly rates for out of scope services as described in Attachment A.

B. The CONSULTANT will submit a final invoice referencing Plan Review & Inspection Services 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. 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 A. Balensifer III, Mayor Date

By: _____
Printed Name: _____ Date
Title: _____

Clair – Rate Proposal

Clair Company, Inc. (Clair) proposes to provide plan review and inspection services to the City of Warrenton, Oregon. We propose to provide commercial and/or residential in-scope plan review services for 75% of the plan review fees collected by the City. Clair charges for time and materials associated with plan reviews beyond second back check, review of construction document revisions, and deferred submittals. Typically, these fees will be billed to the City as a pass-through cost to the applicant to be paid at time of document pickup, and payable to the City for payment to Clair.

Services included in “in-scope services” are as follows.

- Plan review services provided by certified plans examiners through the initial review and up to two back checks
- Administrative services for document control, etc. related to services listed above
- Accounting services including invoicing and cost tracking, and individual permit budget management
- Project management including overview of staff assignments, scheduling, and budget management
- Direct communication with project owner, permit applicant, design professional, contractor, other stakeholder agencies and City personnel
- Delivery of plans to Clair and back to the City is included in the rates billed by Clair

We propose to provide inspection services on a time and materials basis, portal to portal from our Corvallis office, with a 2-hour minimum. There may be times when inspection staff can be dispatched from a location closer to your City inspection destinations.

Our proposed fee schedule for providing inspections, out of scope or partial plan review and program support services is presented below. We are open to further review and refinement of certain rates and fees, as necessary to accommodate specific client needs or project conditions.

<u>Classification</u>	<u>Base Rate</u>
Project Manager / Program Administrator Support	\$ 90.00 / hr.
Residential Plans Examiner / Technical Support	\$ 75.00 / hr.
Commercial Plans Examiner / Technical Support	\$ 85.00 / hr.
Licensed Engineer / Structural Plans Examiner	\$100.00 / hr.
Inspector (all residential, commercial building/mech)	\$ 77.00 / hr.
Inspector (commercial plumbing)	\$ 80.00 / hr.
Project Administration / Document Control	\$ 50.00 / hr.
Overtime, if applicable	1.5 x Base Rate
Direct overhead for Supplies and Services	Cost
Mileage	\$0.60 / mile





Clair Company, Inc.

Statement of Qualifications

- Pre-Planning & Code Consulting Services
- Third-Party Plan Review & Inspection Services
- Quality Assurance, Special Inspection and Materials Testing Services
- Quality Control and Construction Administration Services
- Engineering Design and Review Services

January 2021

Clair Company, Inc.
525 NW Second Street, Corvallis, OR 97330
tf 800.383.8855 ph 541.758.1302 fx 541.753.2264
www.claircompany.com

Building Code Consultants | Third Party Plan Review & Inspection | Project Management
Special Inspection & Materials Testing | Quality Assurance & Quality Control Services

Clair Company, Inc. Statement of Qualifications

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Statement of Qualifications

Company Overview

Originally incorporated in 1989, Clair Company, Inc. (Clair) has become a proven leader in the special inspection and code consulting industries. As one of the largest third-party plan review and inspection agencies in the State of Oregon, Clair is well established as a fully licensed and certified consulting firm providing special inspection & materials testing, plan review, building inspection, code consulting and quality control services. Clair also has the capacity to provide engineering design services as they are required for your project. The firm is comprised of experienced building officials, multi-discipline special inspectors, plans examiners, and licensed engineers with extensive backgrounds in building safety compliance, quality assurance, and project delivery. Clair utilizes its broad code related skills to facilitate successful building projects by working closely with the project owners, jurisdictions, design professionals, and contractors. Additionally, the firm has significant experience related to the requirements of land use, permitting, and interagency coordination. Clair maintains professional relationships beyond our immediate staff for utilization on specialized tasks and increased man loading, consistent with our accreditation guidelines. Clair's corporate office is located in Corvallis, Oregon, with additional locations in Hillsboro and Beaverton, Oregon. Clair currently provides services to projects in Oregon and Washington.

Pre-Planning & Code Consulting Services

Clair has the experience necessary to synthesize building code requirements with design objectives and to communicate code issues in a meaningful format to all stakeholders, whether Architects, Engineers, Facility Managers, Owners, Builders or Jurisdictional personnel. Our goal is to assure that a project aligns with the Owner's objectives, conforms to the construction cost and schedule, optimizes occupant flexibility, and achieves safety goals.

Benefits

- Leveraging our expertise to speed the acceptance of construction documents by Jurisdictions.
- Reduction in costly redesign solutions.
- Applying performance solutions to building and fire safety issues for acceptance by Jurisdictions through the introduction of Alternate Materials and Methods (AM&M) reporting.
- Delineation of code provisions to simplify the presentation process and provide for better communications with the Jurisdiction to allow for quicker alignment of the construction documents which allow for quicker approval prior to construction.
- Cost savings through innovative code equivalencies.
- Provide rationale for code equivalence to achieve code intended objective without reducing fire- life- safety.
- Review the construction documents to assess compliance with locally adopted construction codes.
- Discuss permitting requirements and provide communication tools for maintaining accountable recordkeeping.



Statement of Qualifications

Approach

Clair provides code consulting for all disciplines of construction as categorized below. Each discipline is considered independently and collectively effects on the project. Clair can offer innovative solutions for seemingly complicated issues in which multiple codes and standards apply. A Building Code analysis provides a relative conformance profile to local jurisdictional models.

- Use and Occupancy
- Special Use Occupancies
- Fire Resistive Materials
- Means of Egress
- Interior environment
- Existing Structures
- Plumbing Systems
- Types of Construction
- Building Limitations
- Fire Protection Systems
- Mechanical Systems
- Structural Design
- Electrical Systems
- Accessibility

Special Services

Clair provides the following services when conventional or prescriptive applications of the code cannot support the design program requirements by providing documents as identified below.

- Hazardous Material Inventory Statements
- Hazardous Materials Management Plans
- Alternate Materials and Methods Petitions
- Letters for Memorandums of Understanding
- State Codes and International Codes Comparative Analysis
- Smoke Management System Analysis

Third-Party Plan Review and Inspection Services

Clair is a registered Third-party Plan Review and Inspection Agency in the State of Oregon, certified in all plan review and inspection categories. Clair staff consists of International Code Council and State of Oregon certified plans examiners and inspectors. Additionally, the firm has significant experience related to the requirements of land use, construction management, permitting, budgeting, staff management, interagency coordination, and related management duties.

Clair provides code review for all disciplines of construction as categorized below. Each discipline is reviewed both independently and collectively for code compliance. Clair can assist with code compliant alternatives, providing solutions for seemingly complicated issues where traditional codes and standards may impede specific design elements of a project.

Structural
Building and Fire & Life Safety
Accessibility
Mechanical
Plumbing

Electrical
Fire Protection
Special Constructions
Hazardous Materials

Clair is uniquely qualified for providing professional services including plan review and inspection, code consulting, project management, and special inspections and materials testing services. Our qualifications are based on our past experience working on projects of varying scope and scale. A staple of our Code Consulting Services is providing plan review and



Statement of Qualifications

inspection services to various jurisdictions in Oregon and Washington. These services range from providing full jurisdictional program operation to large scale project review inspection and management, to overflow and staff shortage coverage. It is important to us that we provide our services in coordination with the project stakeholders in order to add value and maintain the established construction schedules.

Quality Assurance, Special Inspection & Materials Testing Services

Clair is fully accredited with the International Accreditation Services, Inc. (IAS) and registered with the Oregon Building Officials Association (OBOA). Clair's Materials Testing Laboratory is aligned with the accreditation requirements of ISO/IEC 17025 and ASTM E329. Our inspectors carry ICC, AWS / CWI and ACI certifications. Additionally, our Non-Destructive Testing (NDT) personnel are certified as Level I through Level III American Society for Non-Destructive Testing (ASNT) technicians.

Clair can provide all required Special Inspections and Materials Testing services required in support of your project. We can also provide third party Quality Assurance (QA) services for other portions of the project such as roofing, waterproofing, window testing, floor flatness, etc., if desired. We would welcome the opportunity to discuss our capabilities and how we can support you and your team with any QA requirements for your project.

Following is a list of Clair's Special Inspections and Materials Testing Services.

- Reinforced Concrete
- Shotcrete
- Prestressed Concrete
- Structural Masonry
- Structural Steel and Welding
- Spray Applied Fireproofing
- Seismic Resistive Systems
- Proprietary Anchors
- Structural Fill
- Pile Driving
- Intumescent Coatings
- Chemical Resistive Coatings
- Floor Flatness Testing
- Proof Load Testing
- Tension Testing of Bolts
- Torque Testing of Bolts
- Hydraulic Pull Testing
- Schmidt Hammer Testing
- Soil and Asphalt Testing
- Ultrasonic Testing
- Magnetic Particle Testing
- Compressive Strength Testing
- Nuclear Density Testing

Quality Control and Construction Administration Services

As the construction industry becomes ever more complex, the utilization of a third party quality control manager has become more critical for the ultimate success of the building project. Clair has the ability to give your project a unique upper hand on being successful on both the construction timeline and cost. We use our extensive background of code consulting, inspections and intimate knowledge of the building departments to keep you on the track to success. For your project we can provide the following:

- Quality control review of the construction documents (CD's)
- Coordination of multidiscipline drawings
- Review of CD's for construction information needs (RFI's)
- Handle and track the construction deferred submittals
- Work with the Authority Having Jurisdiction to expedite permit issuance
- Coordinate plan review comments with the design team for timely responses



Statement of Qualifications

Engineering Design and Review Services

Clair has the ability to provide a full array of professional engineering services. With our staff of professional and structural engineers licensed in Washington, Oregon and California, we have the ability to provide engineered design and review services to best suit your needs. Licensing in other states is available with adequate notification. Clair specializes in engineering services related to:

- Residential new construction, additions, remodels and structural repairs
- Commercial/Industrial new construction, tenant improvements, and structural repairs
- Wind and seismic lateral analysis
- Seismic retrofits, pipe/duct bracing, and equipment anchorage
- Advanced Technologies

By capitalizing on our depth of code knowledge, Clair has a unique ability to provide innovative designs and unique approaches to alternative code compliance to meet project needs and jurisdictional requirements.



Statement of Qualifications

Contact Us

A trusted partner in building code compliance

Clair Company, Inc.
525 NW Second Street
Corvallis, OR 97330

TF: 800.383.8855
Ph: 541.758.1302
Fx: 541.753.2264

info@claircompany.com

Visit our website
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John Hicks

Quality Assurance Services Manager
jhicks@claircompany.com
direct: 541.760.2592

Millie Hicks

Chief Operating Officer
mhicks@claircompany.com
direct: 541.758.1302





WARRENTON POLICE DEPARTMENT OFFICE MEMORANDUM



TO: **LINDA ENGBRETSON, CITY MANAGER**

FROM: **MATHEW J. WORKMAN, CHIEF OF POLICE**

DATE: **FEBRUARY 3, 2021**

SUBJECT: **REVIEW OF INFO RECEIVED ON GRAFFITI CASE**

CC:

On July 22, 2019 the WPD took a report on graffiti vandalism at the Warrenton City Park and at the Kayak Dock on SE 2nd Street. Because of the senseless and the egregiousness of the crime, the City Commission decided to offer a \$500 reward at their July 23rd meeting for *"information leading to the arrest and conviction of the suspect(s) who did the graffiti at the City Park and Kayak Dock"* (see attached press release).

After multiple hours of investigation and interviews, four juveniles and one adult were charged with Criminal Mischief. The dispositions were as follows:

- Four juveniles all arranged for a civil compromise to pay restitution and wrote letters of apology which were given to Colin at Public Works.
- The adult plead guilty to Criminal Mischief and ordered to pay restitution. This case went through Circuit Court and we are not sure if anything was ever paid.

Over the last year or so I have occasionally received inquiries if anyone received the reward from the Commission. For most of that time the case did not have a disposition or had been adjudicated in the courts yet. Recently I was asked again, and it reminded me that I have never presented a review of the tips we received for the Commission. Here is a review and timeline of the information/tips we received and what they led to:

- 07/24/19
 - 7:56p: tipster using the "online WPD tip line" provided two names of juveniles possibly involved, neither ended up being involved.
 - 8:01pm: tipster on Facebook provided the name of a juvenile but they were not involved.
 - 8:25pm: a parent of one of the juvenile suspects contacts the WPD and says their child has information on the incident. The child ended up being involved and was one of the juveniles referred to the Juvenile Department.
 - 9:03pm: tipster using online tip line provided two names of juveniles who "hang out" in the park and may know who was involved. The two names did end up being part of the four juveniles charged.
 - 10:29pm: tipster on Facebook provided the name of a juvenile whose nickname was in the graffiti. That juvenile was not involved and was not present during the incident.
 - 10:34pm: tipster using online tip line provided the same name of a juvenile whose nickname was in the graffiti but was not involved.

- 10:39pm: tipster send Ofc. Wirt an email saying they recognize a nickname in the graffiti and have seen this "tag" around Warrenton High School. It was the same juvenile named previously and they were not involved in the incident.
- 07/25/19
 - 10:50pm: Male subject contacted the WPD stating he found two spray paint cans discarded in the area of the kayak dock and believes that were probably used in the incident. The cans were seized by an officer and placed into evidence.
- 07/28/19
 - 11:05pm: tipster using online tip line provided the name of a juvenile who has previous graffiti issues, that juvenile was not involved.
- 08/01/19
 - 11:12am: another tipster using online tip line provided the same name of a juvenile whose nickname was in the graffiti but was not involved.
- 08/01/19 to 09/12/19
 - Officer Wirt conducted multiple interviews and re-interviews of several subjects and eventually narrowed the suspects down to the four juveniles and one adult. The adult was arrested, and the four juveniles were referred to the Juvenile Department for review.

As you can see, we received multiple tips and pieces of information from a variety of sources. I do not believe any one piece of information was pivotal to the case but when combined together, along with Ofc. Wirt's investigation, we were able to determine who was involved and get them charged.

I submit this for your review and discussion on the reward that offered by the Commission.

If you have questions or comments, please let me know.



WARRENTON POLICE DEPARTMENT

Pride in Community · Excellence in Service

Mathew J. Workman, Chief of Police

225 S. Main Ave. • P.O. Box 250
Warrenton, OR 97146
(503) 861-2235 • Fax (503) 861-2863
www.ci.warrenton.or.us/police

PRESS RELEASE

**** FOR IMMEDIATE RELEASE ****

July 24, 2019

Graffiti Vandalism and Reward

Warrenton, OR – On the morning of Monday, July 22, 2019 Officer Robert Wirt was patrolling the Warrenton City Park when he found a large amount of graffiti spray-painted on the backside of a dugout and on a large Conex box used for storage. Once he was out of his vehicle, he found even more graffiti inside the dugout. Later he was advised of additional graffiti painted on the pedestrian ramp leading to the SE 2nd kayak dock on the Skipanon River.

The two graffiti locations appear to be related to each other, possibly with the same suspect(s). The graffiti was a mixture of drawings, phrases, sentences, caricatures, cuss words, and various symbols relating to several different topics, groups, and items, some in pop-culture. I have inserted several of the photos on page 2 and redacted some of the inappropriate words that were used. I will also post full-size photos on the WPD Facebook page for review.

We are hoping someone recognizes the writing, phrases, symbols, etc. as being used by someone they know or are acquainted with. We are not sure the letters that appear to be initials are in fact initials or acronyms for something. Some of the phrases appear to be from song lyrics or writings. If you have any information on these graffiti incidents you are encouraged to contact the WPD:

- Dispatch: 503-325-8661 (this number is dedicated to the WPD at Astoria Dispatch). You can call to speak to the on-duty officer or leave any WPD Officer a voicemail.
- Officer Robert Wirt: you can leave him a voicemail at the number above or email him at rwirt@ci.warrenton.or.us
- Online Tip Line: You can go to <https://www.ci.warrenton.or.us/police/webform/criminal-tips>. This is an online form you can fill out Anonymously or add your contact information too.
- In Person: You can come to the WPD at 225 S. Main Ave. to give your information.

****** REWARD ******

The Warrenton City Commission is offering a **\$500 Reward** for information leading to the arrest and conviction of the suspect(s) who did the graffiti at the City Park and Kayak Dock on or about July 22nd. The City Commission feels this incident is not only costly to repair but affects all citizens. The graffiti is an eyesore that uses foul and hateful language as well as inappropriate and insensitive symbols. The City will respect all requests to be anonymous and will honor such requests unless we are legally required by a court of law to disclose source information.

Prepared by Chief Mathew Workman, 503-861-2235, policechief@ci.warrenton.or.us



RESOLUTION NO. 2591

INTRODUCED BY ALL COMMISSIONERS

A RESOLUTION AUTHORIZING THE ADOPTION
OF A HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN

WHEREAS, The City of Warrenton ("Employer") has determined that it is in the best interest of the Employer and its employees to adopt a health reimbursement arrangement (HRA) plan, which provides tax-free, defined contribution accounts for employees to reimburse qualified medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses of the employees and their qualified dependents; and

WHEREAS, the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Trust") offers and administers an HRA plan (the HRA VEBA Plan) with one or more types of HRA coverage for the benefit of participating employers who adopt the Plan and Trust and their employees and plan participants; and

WHEREAS, the Employer desires to adopt the HRA VEBA Plan and to use the services of the Trust to administer its HRA plan; and

WHEREAS, eligibility of employees for contributions to the HRA VEBA Plan is determined based upon policies of the Employer, collective bargaining agreements, and applicable law; and

WHEREAS, the HRA VEBA Plan will be administered in accordance with the Plan documents provided by the Trust, as amended from time to time.

NOW, THEREFORE, the Warrenton City Commission hereby resolves as follows:

Section 1. The Employer hereby elects to adopt and participate in the HRA VEBA Plan and Trust for the benefit of eligible employees as defined by Employer policies or collective bargaining agreements.

Section 2. The Plan will be funded with Employer contributions, determined from time to time pursuant to policies of the Employer, collective bargaining agreements, and applicable law, and will be further subject to the terms and conditions set forth in the Plan documents and policies and procedures of the HRA VEBA Plan and Trust.

Section 3. The City Manager (or designee) is authorized to execute documents and establish procedures and provide direction to any Plan representatives, service providers, and advisors, consistent with Plan and Trust provisions and applicable Employer policies and collective bargaining agreements and as necessary to affect the adoption and administration of the Plan.

ADOPTED by the City Commission of the City of Warrenton this ____ day of _____ 2021.

APPROVED

 Henry A. Balensifer III, Mayor

ATTEST

 Dawne Shaw, City Recorder